



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Department of the Treasury

(AG2011/10134)

TREASURY WORKPLACE AGREEMENT 2011-2014

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 20 JUNE 2011

Application for approval of the Treasury Workplace Agreement 2011 - 2014.

[1] An application has been made for approval of an enterprise agreement known as the Treasury Workplace Agreement 2011 - 2014 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Community and Public Sector Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 June 2011. The nominal expiry date of the Agreement is 30 June 2014.



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FAIR WORK
AUSTRALIA

CORRECTION TO DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Department of the Treasury

(AG2011/10134)

TREASURY WORKPLACE AGREEMENT 2011-2014

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 21 JUNE 2011

Application for approval of the Treasury Workplace Agreement 2011 - 2014.

[1] The decision issued by Fair Work Australia on 20 June 2011 [[2011] FWAA 3856, AE886293 PR510661] approving the Treasury Workplace Agreement 2011-2014 is corrected as follows:

[2] By deleting paragraph [4] and inserting the following:

“[4] The Agreement is approved and, in accordance with s.54(1)(b) of the Act, will operate from 1 July 2011. The nominal expiry date of the Agreement is 30 June 2014.”

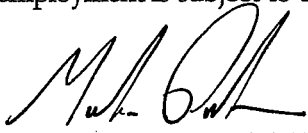


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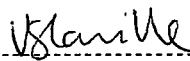
**Treasury Workplace
Agreement
2011–2014**

The *Treasury Workplace Agreement 2011 – 2014* is made and approved under Part 2-4 of the *Fair Work Act 2009*. It is an enterprise agreement between the Treasury and its employees whose employment is subject to this Agreement.

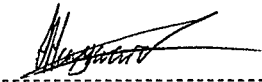


Martin Parkinson
Secretary to the Treasury

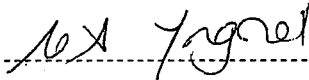
Bargaining Representatives



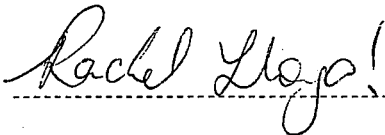
Veronica Glanville



Jevan Hayward



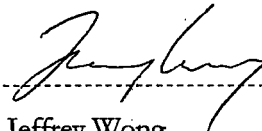
Cheryl Ingold



Rachel Lloyd



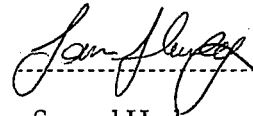
Daniel Royal



Jeffrey Wong

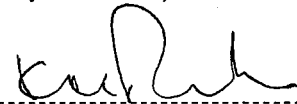


Kurt Hockey

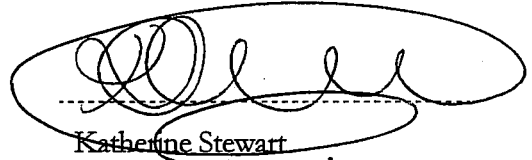


Samuel Hurley

Amy Land - Pejoska



Katherine Preston



Katherine Stewart

Rupert Evans, on behalf of the
Community and Public Sector
Union (CPSU)

Address for the Secretary and all Bargaining Representatives except for the CPSU is:

Treasury Building, Langton Crescent, PARKES ACT 2600

Address for the Community and Public Sector Union is 10/440 Collins Street, Melbourne VIC 3000

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Part 1 – Scope of the Agreement

1.1 Title of the Agreement

- 1) This Agreement shall be known as the Treasury Workplace Agreement 2011-2014.

1.2 Parties to the Agreement

- 1) In accordance with section 172 of the *Fair Work Act 2009*, this Agreement covers the Secretary to the Treasury (on behalf of the Commonwealth) and all Treasury APS employees employed under the *Public Service Act 1999*, except for:
 - a) Senior Executive Service (SES) employees;
 - b) employees employed in the Commonwealth Grants Commission;
 - c) employees employed in the Australian Office of Financial Management; and
 - d) employees employed in the Royal Australian Mint.
- 2) Where the Community and Public Sector Union gives notice in accordance with subsection 183(1) of the *Fair Work Act 2009*, Fair Work Australia will note in its decision to approve the Agreement that it covers that organisation.

1.3 Purpose of the Agreement

- 1) Treasury and its employees agree that this Agreement aims to improve the flexibility of working conditions in Treasury and to help make the Treasury a more satisfying and rewarding place to work.
- 2) The Treasury Management Model states that people management systems support excellence in the provision of public policy advice and other services. Treasury and its employees agree to the following Treasury people management principles which underpin the design and application of these systems:
 - a) Treasury people management principles:
 - (i) There will be open, two way communication at all levels.
 - (ii) Accountabilities will be clearly defined.
 - (iii) Remuneration will be based on work performance and determined by fair and transparent processes.
 - (iv) Employees will be assisted in achieving appropriate work and private life balance.

- b) Treasury people will be aware of and observe the APS Values. In addition, Treasury people will:
 - (i) strive for excellence;
 - (ii) value teamwork, consultation and sharing ideas;
 - (iii) value diversity among our people;
 - (iv) treat everyone with respect;
 - (v) exhibit honesty in all our dealings; and
 - (vi) treat colleagues with fairness.

1.4 Corporate Strategies and Resources to Support this Agreement

- 1) Treasury and its employees recognise that, for this Agreement to operate, Treasury will commit to maintaining and continuing to develop good leadership and governance arrangements to ensure the department achieves its outcomes and outputs, including:
 - a) an integrated approach to corporate planning to better manage workflows, risks, people, finances;
 - b) nurturing and strengthening our core organisational capabilities through investment in professional development;
 - c) utilising the results of a comprehensive staff survey; and
 - d) delivering competitive pay and conditions to Treasury employees, as set out in this Agreement, to attract and retain high quality employees.

1.5 Operation of the Agreement

- 1) This Agreement will come into operation 7 days after it is approved by Fair Work Australia or on 1 July 2011, whichever is the later date. The nominal expiry date of this Agreement will be 30 June 2014.
- 2) Various employment provisions contained within this Agreement are administered in conjunction with Treasury policies, manuals and guidelines. It is acknowledged that such policies, manuals and guidelines do not form part of this Agreement but are indicative of how various employment provisions may be applied. This Agreement will prevail over those policies, guidelines and manuals to the extent of any inconsistency unless contrary to statute or common law. Treasury and its employees agree that such policies, manuals and guidelines will be available to all employees and will be updated as necessary following consultation.
- 3) In the event of a dispute in relation to the application, implementation or interpretation of policies manuals or guidelines that operate in conjunction with this Agreement, the parties will have access to the dispute resolution procedures set out at part 9 of this Agreement to resolve that dispute.

- 4) Further, Treasury and its employees are committed to a number of policies and practices that are not specific to this Agreement but are integral to Treasury's management framework. These include professional development, a workplace diversity program, policies to balance work and family responsibilities, policies to promote a safe and healthy workplace, and provision of an employee assistance program.
- 5) In any matter arising under this agreement, an employee may have a representative assist or represent them, and all relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance can include acting as an advocate where appropriate to do so.
- 6) This Agreement comprehensively states the terms and conditions of employment of the employees covered by this Agreement other than implied terms of the contract of employment and terms and conditions applying under a Commonwealth law.
- 7) From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

1.6 Entitlements under Commonwealth Laws

- 1) This Agreement does not affect an employee's entitlements, if any, contained in the *Public Service Act 1999*, the *Fair Work Act 2009* and other Commonwealth legislation, including legislation relating to:
 - a) Long Service Leave;
 - b) Maternity Leave;
 - c) Superannuation;
 - d) Occupational Health and Safety;
 - e) Workers' Compensation; and
 - f) Review of Actions.
- 2) Where the right of review is exercised under section 33 of the Public Service Act 1999 and Part 5 of the Public Service Regulations (and does not fail for want of jurisdiction) the employee will have no right of review with respect to that matter under the dispute resolution procedures in this agreement.

1.7 Delegation

- 1) The Secretary may delegate to or authorise a person to perform any of the Secretary's powers or functions under this Agreement.

1.8 Individual Flexibility Agreement

- 1) The Secretary and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - b) the arrangement meets the genuine needs of Treasury and the employee in relation to one or more of the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the Secretary and the employee.
- 2) The Secretary must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 3) The Secretary must ensure that the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
- 4) The Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 5) The Secretary or employee may terminate the individual flexibility arrangement:
 - a) by giving no more than 28 days written notice to the other party to the arrangement;
or
 - b) if the Secretary and employee agree in writing — at any time.

1.9 General Consultation with Employees

- 1) A Workplace Relations Committee (WRC) will continue to operate in Treasury.
- 2) Treasury will consult the WRC on issues surrounding the implementation and operation of this Agreement and issues affecting the employment conditions of employees. Treasury will take into account the views of the WRC in the decision making process for implementing this Agreement. Treasury will allow a reasonable period for the WRC to consider issues.
- 3) Treasury and its employees agree that Treasury will continue to undertake broader consultation with employees outside the WRC forum.
- 4) Treasury recognises and respects the important role of workplace representatives, including union delegates and employee representatives, and will facilitate their role on a reasonable basis in accordance with agreed protocols.

1.10 Consultation Relating to Major Change

- 1) This clause applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made elsewhere in this enterprise agreement regarding a specific major change.
- 2) Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.
- 3) **Significant effects** include:
 - a) termination of employment;
 - b) changes in the composition, operation or size of the Treasury's workforce or in the skills required;
 - c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - d) alteration in hours of work;
 - e) the need to retrain employees;
 - f) the need to relocate employees to another workplace; and

- g) the restructuring of jobs.
- 4) The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 5) The Secretary must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 2), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt and genuine consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 6) The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 2).
- 7) For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Secretary is not required to disclose confidential or commercially sensitive information to the employees.

Part 2 – Flexible Working Conditions

2.1 Statement of Intent

- 1) Managers and employees in Treasury have a responsibility to ensure that the flexible working conditions contained in this Agreement are both administered and accessed in such a way as to ensure that:
 - a) working patterns are fair and encourage a balance between work and private lives for all employees;
 - b) assessment of, and reward for, an employee's performance is based primarily on their output, not hours at work;
 - c) opportunities for improved productivity are able to be identified and achieved; and
 - d) these conditions are applied fairly and consistently across the Department.
- 2) It is the role of managers to recognise that employees need to balance their work and private lives and where consistent with both operational requirements and the employee's family and other responsibilities, managers should ensure that employees are able to access flexible working conditions through this Agreement, where eligible. It is the responsibility of individual employees to consult their managers when accessing flexible working conditions, and to be aware that operational requirements may limit access at certain times.
- 3) In circumstances where a manager is unable to approve:
 - a) an application for leave;
 - b) a proposal to vary working hours or work part-time; or
 - c) an application to purchase additional leave;

the manager will provide the employee with reasons in writing including evidence that alternative arrangements or options that might meet the needs of the employee have been considered.

2.2 Attendance and Hours of Duty

2.2.1 Flexibility

- 1) The Treasury recognises that employees have responsibilities outside the workplace that may limit their ability to adjust their normal working patterns in response to workload pressures. Managers will accommodate those responsibilities whenever possible and will consult with an employee if there is a need for the employee to work beyond their normal hours of work. Employees undertake to meet reasonable demands asked of them by their managers in times of workload pressure.

- 2) An employee's normal hours are those hours and times, within the bandwidth, that the employee works on a regular basis.
- 3) Managers have a responsibility to minimise the extent to which employees are required to work beyond normal working patterns, and to ensure that employees have reasonable access to departmental resources such as remote access to assist them in achieving appropriate work life balance.
- 4) Hours worked will continue to be monitored in conjunction with flextime and TOIL guidelines and otherwise as agreed between managers and employees.

2.2.2 Full-time Employees

- 1) The ordinary hours of work for a full-time employee are 37.5 hours per week, implying a standard day of 7 hours and 30 minutes from Monday to Friday, within a bandwidth from 7 am to 7 pm.
- 2) Using flexible working hours, employees are not expected to work more than 10 hours in any given day. Overtime (or, where agreed, time off in lieu of overtime for those who are entitled to overtime) will be paid for hours required by the manager to be worked outside the bandwidth or for work in excess of 10 hours on any one day, in accordance with clause 2.4.1.
- 3) For this Agreement, a standard day for the purposes of leave, attendance (including flextime) and payment of salary shall constitute the hours 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm.
- 4) For the purposes of section 62 of the *Fair Work Act 2009* (maximum weekly hours), the parties agree that the averaging periods will be successive twenty six (26) week periods beginning on the day this Agreement comes into operation.

2.2.3 Part-time Employees

- 1) Any employee who has an agreement with their General Manager to work fewer hours than the standard week of 37.5 hours is a part-time employee.
- 2) Managers will facilitate requests from full-time employees for part-time work arrangements, subject to Treasury's operational requirements. All employees returning from maternity, parental or adoption leave will have access to part-time work, where Treasury's operational requirements permit, at least up until the child has reached school age. A manager must provide a written response to the request for part-time work arrangements stating whether the request has been granted or refused.
- 3) The terms and conditions of employment of a part-time employee shall be, unless otherwise provided for in this Agreement, those of full-time employees but reduced on a pro-rata basis (where appropriate) for the number of hours worked.
- 4) An employee may return to full-time arrangements with the agreement of the Secretary and the employee. At the expiry of the part-time arrangement an employee has the right to revert to full-time work.

- 5) Part-time hours included in part-time work agreements will be within the 7 am to 7 pm bandwidth as specified in this Agreement.
- 6) No full-time employee will be compelled to change to part-time arrangements.

2.2.4 Variation of Hours in Special Circumstances

- 1) The 7 am to 7 pm bandwidth may be varied in special circumstances if the employee and manager agree, having regard to operational requirements.

2.2.5 Regular Breaks

- 1) An employee should not work more than five hours without a break of at least 30 minutes. Managers and employees have joint responsibility in this regard.

2.3 Flextime

- 1) Employees at or below the APS 6 level are entitled to access flextime arrangements, as described in the *Treasury Flextime Guidelines*.
- 2) Subject to guidelines the Treasury Flextime arrangements include the following features:
 - a) An employee may carry over a maximum of 37.5 hours as a flex credit or up to 10 hours as a flex debit into the next settlement period.
 - b) A settlement period is a four (4) week period.
 - c) An employee may take up to 5 days as flextime in any one settlement period.

2.4 Overtime and Time Off in Lieu

2.4.1 APS Level Employees: Overtime and Time Off in Lieu

- 1) Overtime is payable to employees at or below APS 6 level.
- 2) Overtime will be paid at the appropriate penalty multiplier as prescribed in this subclause for hours worked outside the bandwidth or in excess of ten (10) hours on any one day, with the approval of an employee's manager.
- 3) For part-time employees at these levels, overtime is work performed at the direction of a manager which is not continuous with the employee's agreed or specified hours or is beyond the total hours of work specified for the employee.
- 4) For an employee eligible to receive overtime payments, overtime hours worked will be paid at the following penalty rates:

- a) Overtime worked Monday to Saturday will be paid at time and one quarter for the first three hours each day and time and one half thereafter.
 - b) Overtime worked on Sunday will be paid at the rate of time and one half. Emergency duty, where no notice is given to the employee prior to ceasing ordinary duty, will also be paid at the rate of time and one half.
 - c) Overtime worked on a public holiday will be paid at the rate of double time. Duty on a public holiday, not in excess of the prescribed weekly hours (that is duty during prescribed standard hours) will be payable at ordinary time in addition to payment for the holiday.
- 5) Where overtime is continuous with ordinary duty, overtime payments will be made for hours actually worked (that is there will be no minimum period for which overtime will be paid). Where overtime is not continuous, or where overtime constitutes emergency duty, payment for each separate overtime attendance will be for a minimum of two (2) hours.
 - 6) Where an employee is directed to work outside the bandwidth, the employee will be entitled to an eight (8) hour break plus reasonable travelling time before commencing work again, and the employee's manager should direct the employee to take a break of eight (8) hours. If the break occurs during standard working hours, then the employee will receive their normal salary during that period.
 - 7) Subclause 2.4.1 (6) does not apply to an employee who is directed to work outside the bandwidth for a period of two (2) hours or less and the period of work commences no earlier than two (2) hours before the beginning of the bandwidth.
 - 8) Where a break as described in subclause 2.4.1(6) above is not possible due to operational requirements, the employee will be paid for subsequent periods of work at one and one half times the rate of the employee's usual rate of salary until the employee has taken an eight (8) hour break.
 - 9) Where agreed with managers, employees may elect to take time off in lieu of overtime at the appropriate penalty multiplier specified in this subclause.
 - 10) Where time off in lieu of payment of overtime has been agreed, but the employee has not been granted that time off within four (4) weeks or another agreed period due to operational requirements, the employee may elect to receive payment of the original entitlement.

2.4.2 Executive Level Employees: Flexible Hours and Time Off in Lieu

- 1) Employees above the overtime barrier (Executive Level 1 and 2) are able to work flexible hours, under Treasury's Guidelines on Time Off In Lieu (TOIL). This means that variations in attendance times and absences, including for part-day or full-day absences may be agreed with managers without the need for a leave application.

2.5 Public Holidays

- 1) Employees will be entitled to the following public holidays:
 - a) New Year's Day (1 January);
 - b) Australia Day (26 January);
 - c) Good Friday;
 - d) Easter Monday
 - e) Anzac Day (25 April);
 - f) The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - g) Christmas Day (25 December);
 - h) Boxing Day (26 December);
 - i) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- 2) If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 3) Treasury employees will observe as if it were a public holiday, one of the normal working days between Christmas Day and New Year's Day — for the term of this Agreement, those days will be Wednesday 28 December 2011, Thursday 27 December, 2012 and Friday 27 December 2013.
- 4) The Secretary and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 5) An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
 - a) Where a public holiday falls during a period when an employee is absent on Long Service or Maternity Leave there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay).

2.6 Christmas Closedown

- 1) The Agency will close its normal operations from 12:30pm on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- 2) Employees will be provided with time off for the working hours between the last working day before Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on Long Service or Maternity Leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay).
- 3) With the exception of Long Service and Maternity Leave there will be no deduction from paid leave credits for the closedown.
- 4) If an employee is directed to work on any of the working days, then the employee may elect to have his/her credit of annual leave increased by the equivalent period, or to receive the equivalent period as time off in lieu.
- 5) A part-time employee as defined in clause 2.2.3 who would not usually work one or more of the working days between Christmas Day and New Year's Day will be granted a period of absence equal to 20 per cent of their weekly part-time hours for each of the days on which they would not usually work. Where they would not usually work after 12:30pm on the last working day before Christmas they will be granted a period of absence equal to 10 per cent of their weekly part time hours.
- 6) An absence under this subclause will count as service for all purposes.

Part 3 – Leave Entitlements

3.1 Statement of Intent

- 1) Treasury and its employees agree that the principles recorded in this part will be supported by guidelines and other supporting documents, including the Human Resources Manual of Employment Conditions that will assist in maintaining and administering this part. The guidelines and other supporting documentation will not be inconsistent with this Agreement and this Agreement will prevail to the extent of any inconsistency.
- 2) Treasury and its employees agree that all forms of leave must be applied for and approved by the Secretary or a manager as determined in this part. Approvals for leave apart from personal leave, carer's leave, compassionate leave and parental leave may be subject to Treasury's operational requirements.

3.2 Annual Leave

- 1) The guidelines that relate to annual leave will support the following core conditions:
 - a) Annual leave will accrue at a rate of twenty (20) days per year for a full-time employee and on a pro-rata basis for part-time employees.
 - b) Annual leave is cumulative and accrues on a pro-rata basis.
 - c) Annual leave will be credited monthly and will be available for use as it accrues.
 - d) Any periods of leave not to count as service for more than thirty (30) days in aggregate over a period of one year will not count towards accrual of annual leave.
 - e) Annual leave may be taken at half pay.
 - f) If an employee has been credited more than sixty (60) days of annual leave, the employee is to reach an agreement with their manager on a reasonable time period for taking up to a quarter of the credited annual leave.
 - g) An employee may make a written agreement with their Manager to cash out a particular amount of annual leave, provided that after cash out the employee's remaining entitlement to annual leave is 20 days or more. The employee will be paid the full amount that would have been payable had the employee taken the leave that has been foregone. Cash out of annual leave is subject to conditions in guidelines.
 - h) Untaken annual leave will be paid out to the employee if the employment relationship ends, using the employee's base salary to calculate the payment.
- 2) Employees in receipt of compensation under the *Safety, Rehabilitation and Compensation Act 1988* for more than forty five (45) weeks will cease to accrue annual leave. Employees who are on a graduated return to work program and who have received compensation for a total

of forty five (45) weeks will accrue annual leave credits on a pro-rata basis for hours actually worked.

3.3 Personal Leave

- 1) Personal leave may be used when an employee is ill or injured and is unable to attend for duty, or under the conditions described in clause 3.4 (carer's leave).
- 2) The guidelines that relate to personal leave will support the following core principles:
 - a) Full-time employees will have a paid personal leave entitlement of fifteen (15) days per year. Part-time employees, other than casual employees, will accrue personal leave on a pro-rata basis. Personal leave credits are cumulative.
 - b) Ongoing employees will accrue annual personal leave credits in advance. The annual accrual date will be deferred by periods of leave not to count as service of more than thirty (30) days in aggregate over the previous year.
 - c) Non-ongoing employees will accrue four (4) days personal leave after one month of service and one (1) day for each month thereafter. Credits will be reduced by any amounts of leave not to count as service.
 - d) Any unused personal leave entitlement will not be paid out on separation from Treasury.
 - e) Personal leave may be taken at half pay for absences of at least one day.
 - f) An employee will provide a medical certificate or, where it is not practical to provide a medical certificate, a statutory declaration or other supporting evidence acceptable to his/her manager in the following circumstances:
 - (i) When the employee is or will be absent on personal leave for three (3) or more consecutive working days, unless the manager informs the employee that such evidence will not be required.
 - (ii) If the manager has reason to believe that the employee's absence is not consistent with the appropriate use of personal leave.
- 3) An employee who takes large or frequent periods of personal leave may be directed to attend a medical examination under guidelines on fitness for continued duty, to determine whether continued personal leave is justified.
- 4) Where an employee's entitlement to personal leave is exhausted, the General Manager, Human Resources may approve additional leave as paid, unpaid or half pay leave and may determine conditions under which the leave will apply.
- 5) Employees in receipt of compensation under the *Safety, Rehabilitation and Compensation Act 1988* for more than forty five (45) weeks will cease to accrue personal leave after forty five (45) weeks. Employees who are on a graduated return to work program and who have received compensation for a total of forty five (45) weeks will accrue personal leave credits on a pro-rata basis for hours actually worked.

3.4 Carer's Leave

- 1) An employee may apply to use their accumulated personal leave to care for sick family, household members, or a person for whom they have caring responsibility. This leave will be called carer's leave.
- 2) The guidelines that relate to carer's leave will support the following principles:
 - a) Carer's leave is provided primarily for circumstances that require an employee to be absent in order to care for a person described in this subclause who is ill or injured and who is in need of care or where there is an unexpected emergency affecting the person.
 - b) Employees with long-term or regular caring responsibilities may apply for carer's leave under the terms above, when their existing arrangements fail.
 - c) The use of carer's leave is subject to the same conditions as use of personal leave for illness in respect of provision of medical certificates or statutory declarations.
 - d) Carer's leave with pay will count as service for all purposes.
- 3) If the employee has exhausted his or her entitlement to paid personal leave, the employee may take up to two (2) days unpaid carer's leave each time a member of the employee's family or household requires care or support because of a personal illness or injury of the member, or an unexpected emergency affecting the member.

3.5 Purchased Leave

- 1) Treasury and its employees agree that ongoing employees may elect to purchase up to twenty (20) days leave in a year, with deductions from fortnightly salary in equal instalments over the course of the year or a lesser period if agreed between the employee and his/her manager.

3.6 Sabbatical Leave

- 1) Treasury and its employees agree that the option to purchase leave on a larger scale will enable employees to take long periods of sabbatical leave. Without limiting the scope of this option, employees may purchase up to one (1) year's leave.

3.7 Compassionate Leave

- 1) An employee may take two (2) or three (3) days' paid compassionate leave each time a member of the employee's family or household or a person for whom the employee has a close personal relationship: contracts or develops a personal illness that poses a serious threat to his or her life; sustains a personal injury that poses a serious threat to his or her life; or dies.

- 2) Managers may grant up to three (3) days' additional paid miscellaneous leave on each occasion of the death of a member of an employee's family, where the employee has responsibilities including funeral arrangements, executor duties or administrative estate duties.
- 3) Paid compassionate leave will count as service for all purposes.

3.8 Parenting Leave

- 1) An employee is entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 2) An employee may take an additional four (4) weeks paid leave continuous with an entitlement to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, which will be administered for all purposes as if it were paid maternity leave under subclause (1)
- 3) An employee is entitled to ten (10) days paid leave at or close to the time their spouse or partner gives birth to a child.
- 4) An employee is entitled to take leave granted under this clause at half pay. Any such period of leave in excess of sixteen (16) weeks will not count as service for any purpose.

3.9 Adoption Leave

- 1) An ongoing employee who has twelve (12) continuous months of APS service is entitled to sixteen (16) weeks paid leave for the purposes of adopting a child.
- 2) Following adoption approval, an employee who is the primary carer of the child is entitled to sixteen (16) weeks of paid adoption leave where:
 - a) the adoptive child is under school age on the day of placement; and
 - b) the adoptive child did not previously live with the employee for a period of six (6) months or more before the day of placement; and
 - c) the adoptive child is not a child or step-child of the employee or the employee's partner, unless that child had not been in the custody and care of the employee or the employee's partner for a significant period of time.
- 3) Documentary evidence of approval for adoption must be submitted to the Secretary when applying for adoption leave.
- 4) Adoption leave is available from one (1) week prior to the date of placement of a child. Adoption leave must be taken as a single, unbroken period.
- 5) An employee is unable to access personal leave while on paid adoption leave.
- 6) An employee may take leave granted under this subclause at half pay. Any adoption leave in excess of sixteen (16) weeks does not count as service for any purpose.

3.10 Foster Care Leave

- 1) An ongoing employee who has twelve (12) continuous months of APS service and has enduring parental responsibilities under formal fostering arrangements, may access up to five (5) days paid foster care leave in a calendar year.
- 2) Documentary evidence of enduring parental responsibilities under formal fostering arrangements must be submitted to the Secretary when applying for foster care leave.

3.11 Long Service Leave

- 1) An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 2) The minimum period during which long service leave can be taken is seven calendar days (at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

3.12 Defence Reservists Leave

- 1) An employee may be granted leave by their manager (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve Service (Protection Act 2001).

- 2) An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
 - a) During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
 - b) With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
 - c) Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.
- 3) Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.
- 4) Eligible employees may also apply for Annual leave, long service leave, leave without pay, or they may use flextime for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 5) Employees are to notify their manager at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

3.13 Miscellaneous Leave

- 1) The Secretary may grant leave not provided for elsewhere to an employee for a purpose that the Secretary considers to be in the interests of Treasury and the Commonwealth, having regard to operational requirements.
- 2) The purposes for which leave may be granted include:
 - a) parental leave;
 - b) study leave;
 - c) ceremonial leave;
 - d) leave for Emergency Services Duty;

- e) leave for community or charity work;
 - f) leave for jury service;
 - g) leave to donate blood;
 - h) leave to attend as a witness;
 - i) leave to participate as a competitor or official in international sporting events;
 - j) leave for other special circumstances such as graduation ceremonies, moving house and emergencies; and
 - k) other types of leave not provided for elsewhere.
- 3) Treasury and its employees agree that guidelines will clarify which leave is with or without pay, and state what effect leave without pay (LWOP) will have on an employee's entitlements.
 - 4) It is acknowledged that leave for the purposes of part-time study, emergency service and leave for other special circumstances, is currently granted to employees with pay where leave is approved.
 - 5) Miscellaneous leave may be granted for the period requested or another period, with or without pay and may be subject to conditions as determined by the Secretary.
 - 6) When an employee is granted LWOP, the Secretary will determine whether the period of LWOP counts as service for purposes of annual and personal leave entitlements.

3.14 Unauthorised Absence

- 1) Where an employee is absent from duty and the period of absence was not authorised, all pay and other benefits provided under this Agreement (such as flextime) will cease to be available until the employee resumes duty or is granted leave.
- 2) Any period of unauthorised absence does not count as service for any purpose.

3.15 Payment in Lieu of Leave Entitlements on Death of Employee

- 1) Where an employee dies, or is presumed to have died on a particular date, the General Manager Human Resources may authorise payment to be made to dependants, the partner of the former employee or the former employee's legal representative of all leave entitlements otherwise payable on resignation or retirement.

Part 4 – Conditions of Engagement

4.1 Portability of Leave

- 1) Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.
- 2) Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be recognised.
- 3) For the purposes of this clause:
 - a) 'APS employee' has the same meaning as the *Public Service Act 1999*
 - b) 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*
- 4) Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Secretary may, at the employee's request, recognise any accrued Annual leave and Personal/carers leave (however described), provided there is no break in continuity of service. Any recognised Annual leave excludes any accrued leave paid out on separation.

4.2 Non-ongoing Employees

- 1) While Treasury will seek to engage employees on an ongoing basis consistent with subsection 22(3) of the Public Service Act 1999, Treasury will continue to engage non-ongoing employees to enable the Department to meet periods of high workload or when there is insufficient expertise or resources within the Department. Unless otherwise specified in this agreement, the terms and conditions for non-ongoing employees shall be those set out in this Agreement as applying to ongoing employees.

4.3 Casual Employees

- 1) Treasury will engage casual employees as necessary to perform duties that are irregular or intermittent.
- 2) A casual employee is entitled to be paid an additional 20 per cent of the hourly rate of pay which is payable to a full-time employee in the same classification who is paid at the rate applicable to the classification. This additional payment is in lieu of annual leave, personal leave, paid compassionate leave and payment for public holidays.
- 3) A casual employee is entitled to unpaid carer's leave under subclause 3.4 (3).

4.4 Resignation

4.4.1 Notice of Resignation or Retirement from the APS

- 1) Treasury and its employees agree that, unless otherwise agreed with their General Manager or the General Manager Human Resources, an employee will give a minimum of two (2) weeks' notice of an intended resignation or retirement from the APS.

4.4.2 Date of Effect of Resignation or Retirement

- 1) Treasury and its employees agree that the date of effect of an employee's resignation or retirement will not be a day on which the employee would normally not have been on duty or on an approved period of leave.
- 2) Resignations will take effect only on a normal working day, not on a weekend or public holiday unless exceptional circumstances exist as determined by the General Manager Human Resources.

4.5 Probation

- 1) Treasury and its employees agree that the duration of the probationary period for the purposes of subsection 22 (6) of the *Public Service Act 1999* will be six (6) months, unless the Secretary determines otherwise in a particular case.

4.6 Superannuation

- 1) The Treasury will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 2) Where employer contributions are to an accumulation superannuation fund the employer contribution will be 15.4% of the fortnightly superannuation contribution salary [or ordinary time earnings]. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).
- 3) Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
- 4) The Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Treasury's payroll system.

Part 5 – Remuneration

5.1 Payment of Salary

- 1) All employees shall be paid fortnightly and salary will be paid by electronic funds transfer into a financial institution account of the employee's choice, unless otherwise agreed with the Secretary.
- 2) The fortnightly salary will be ascertained by applying the following formula:
$$\text{Fortnightly salary} = \text{Annual salary multiplied by 12 and divided by 313.}$$

5.2 Performance Management

5.2.1 Application of PMS

- 1) Treasury and its employees agree that the Performance Management System (PMS) will be applied to all Treasury employees subject to this Agreement, except as provided for in clause 5.2.3.

5.2.2 Principles

- 1) The principles of the PMS will provide a basis for:
 - a) determining base pay;
 - b) rewarding good work performance;
 - c) providing mechanisms for feedback between employees and managers;
 - d) addressing under-performance; and
 - e) developing employees in their current roles.

5.2.3 Under-performance Provisions not to Apply in Certain Circumstances

- 1) The provisions of the PMS for management of under-performance do not apply to employees on probation or to non-ongoing employees.

5.3 Application of Pay Rates

5.3.1 Rate of Pay following Commencement of this Agreement

- 1) Salary rates will be as set out in Schedule A to this Agreement. A 4 per cent salary increase will apply from the date this Agreement comes into operation and a 2.5 per cent salary increase will apply from 1 July 2012 and 1 July 2013.
- 2) The columns in Schedule A show:
 - a) the salary rates that applied under the Treasury Pay Model before the commencement of this Agreement;
 - b) the rates that will apply with effect from the date on which this Agreement comes into operation, and
 - c) the rates that will apply from 1 July 2012 and 1 July 2013.

5.3.2 Salary and Classification Structure

- 1) For the purposes of determining salary, this Agreement will provide for the following:
 - a) Base pay is the salary point in Schedule A that is applicable to an employee's nominal classification and pay point.
 - b) An employee promoted within Treasury will have base pay at the lowest pay point of the relevant classification, unless determined otherwise by the Secretary or under the terms of the PMS.
 - c) Where an employee remains on a pay point as described in clause 5.3.8, that interim pay point will be regarded as base pay.
- 2) For the purposes of determining classification, this Agreement will provide for the following:
 - a) Treasury's APS classifications below Executive Levels 1 and 2 are broadbanded as follows:
 - (i) Treasury Broadband 1 — APS 1, APS 2, APS 3, APS 4; and
 - (ii) Treasury Broadband 2 — APS 5, APS 6.
- 3) Movement within the broadbands will be determined through Treasury's PMS or merit selection exercise.
- 4) Movement from Broadband 1 to Broadband 2, or Broadband 2 to Executive Level 1 may occur only following a merit selection process.

5.3.3 Salary Movement

- 1) With the exception of merit selection or as a result of sanctions following a breach of the APS Code of Conduct or redeployment in accordance with clause 8.10 of this Agreement (reduction in classification due to being excess to requirements), movements between base rates of salary shall be determined under the terms of the PMS or by a decision of the Remuneration Committee in accordance with the Remuneration Committee System guidelines.
- 2) Salary recommendations resulting from performance appraisals will be effective from the first pay period commencing in the month following completion of each appraisal cycle.
- 3) Appraisals under the PMS will occur twice per calendar year.

5.3.4 Salary for Superannuation, Severance and Termination Purposes

- 1) The salary levels applying under this Agreement which are specified in Schedule A, shall be the salary level for superannuation, severance and termination payment purposes from the date on which they take effect as base pay.
- 2) Nothing in this subclause displaces superannuation legislation as it applies to employees who have a higher salary recognised for superannuation purposes.

5.3.5 Temporary Reassignment of Duties

- 1) A Treasury employee may be temporarily assigned duties, at his/her substantive level or at a higher classification or at a higher level within a broadband. Prior to any assignment, managers will consult with the employee. Managers will take account of an employee's normal hours of work and will recognise that employees may not be in a position to perform these duties due to personal circumstances.
- 2) An employee temporarily assigned duties at a higher classification for a period of four (4) weeks or more, will be paid for that period at a rate equal to the salary he/she would receive if promoted or advanced to the level. If the employee's performance appraisal is conducted against the work level of the higher level or classification, then the employee may be paid according to the outcome of the performance appraisal under the PMS.
- 3) For periods of less than four (4) weeks, employees will undertake the temporary assignment at a higher level, at the request of the manager, without additional payment.
- 4) The additional payment for temporary assignment at a higher level is treated as pay for the purposes of determining other allowances based on pay.
- 5) An employee who is temporarily assigned for a period of four (4) weeks or more at a classification that attracts different conditions of service, will receive the conditions of service of the temporary classification, subject to any limitations advised by the relevant manager to the employee.

- 6) An employee who is receiving additional payment for temporary assignment at a higher level and is granted paid leave, or who observes a public holiday, will continue to receive the additional payment during that absence.
- 7) Where it is anticipated that an employee may be temporarily assigned at a higher classification level for three (3) months or more, the relevant manager should determine whether the opportunity should be made available to others and if so, the opportunity should be advertised for temporary filling.
- 8) Treasury and its employees agree that, wherever practicable, temporary assignment of duties for long periods should be avoided.

5.3.6 Temporary Assignment of Duties at SES Level

- 1) Where an employee covered by this Agreement is temporarily assigned duties under clause 5.3.5 at a level in the Senior Executive Service (SES), the employee's rate of payment will be determined by the Secretary, taking account of the SES Pay Model.

5.3.7 New Employees to Treasury

- 1) The Secretary may determine that a new employee commencing in Treasury may have an initial interim salary at a point between two pay points within the relevant classification, as determined in Schedule A. Progression to the next highest pay point within the relevant classification will be determined under the terms of the PMS or by the Remuneration Committee.
- 2) If, following salary increases under this agreement, a lower pay point as determined in Schedule A exceeds the interim salary point, then the employee will receive salary at the relevant pay point.
- 3) If an employee moves to Treasury from another APS Agency at which the employee had a salary higher than the highest pay point relating to the employee's classification in Treasury, then the Secretary may determine that the employee may be paid at that higher salary as an interim salary. That interim salary will not be subject to any increases under this Agreement. If, following increases under this Agreement, the highest pay point of the employee's classification becomes higher than the interim salary, the employee may move to the highest pay point of the relevant classification under the provisions for salary movement as determined under the terms of the PMS or by the Remuneration Committee.

5.3.8 Cadets

- 1) Employees on cadetships will be paid at a rate of 57 per cent of the lower pay point prescribed in Schedule A for APS 1 employees, during periods of full-time study, unless the Secretary determines otherwise.
- 2) During periods of employment, Cadets will be paid at the lower point of the full rate of an APS 1 employee, unless the Secretary determines otherwise.

5.3.9 Salary on Reduction

- 1) Treasury and its employees recognise that there are circumstances in which an employee may be assigned duties at a classification lower than the employee's previous classification. Examples of such circumstances include the outcome of an underperformance process, a sanction under section 15 of the *Public Service Act 1999*, redeployment under clause 8.3 of this agreement, or at the request of the employee.
- 2) The employee's salary on reduction in the lower classification will be determined by the employee's General Manager, taking account of the employee's most recent performance appraisal.

5.4 Flexible Remuneration Packaging

- 1) All ongoing Treasury employees will have access to flexible remuneration packaging, in line with Government policies and the relevant Treasury guidelines.

5.5 Supported Salary

- 1) Employees who are unable to perform duties to the competence level required because of a disability and who meet the criteria for receipt of a disability support pension may be paid according to the percentage of the relevant pay rate that corresponds to their assessed capacity to perform the work.
- 2) Rates as determined under this subclause will be determined in consultation with Centrelink and accredited rehabilitation providers as required.

Part 6 – Allowances and Reimbursements

6.1 Statement of Intent

- 1) Treasury and its employees agree that Treasury will maintain the allowances listed under this part.
- 2) Treasury and its employees agree that Treasury's Human Resources Manual of Employment Conditions will record the policy and methods for administering allowances and the rates that will apply to allowances will be reviewed from time to time. The manual will be available to all employees and Treasury will advise employees when the manual is amended.
- 3) Treasury and its employees agree that the rates that apply at the beginning of this Agreement will be the minimum that will apply.

6.2 Travel Allowance

- 1) A Treasury employee who undertakes travel on official business and is required to be away from home overnight will be paid an allowance for meals and incidental expenses. An allowance for accommodation will be paid where there are reasonable and actual costs involved. Wherever possible Treasury will prepay accommodation costs.
- 2) In some circumstances, an allowance will be payable for travel that does not involve an overnight absence.
- 3) In recognition of potential savings and efficiencies that may arise from Whole of Government travel arrangements that may be introduced during the life of this agreement, Treasury may, following consultation with employees, introduce revised travel arrangements provided that employees will not be out of pocket for the reasonable costs of accommodation, meals and incidentals that may be incurred when travelling for work.

6.3 Overtime Meal Allowance

- 1) An employee who is required by his/her manager to work extra duty outside the bandwidth (7 am to 7 pm, Monday to Friday excluding public holidays) and takes a meal break during the overtime will be paid a meal allowance, in addition to any entitled overtime.

6.4 First Aid Certificate Allowance

- 1) A Treasury employee who possesses a first aid certificate or equivalent qualification and has been appointed as a Treasury First Aid Officer will receive payment of a first aid certificate allowance.

6.5 Motor Vehicle Allowance

- 1) The Secretary may authorise an employee to use a private motor vehicle, or a vehicle hired by the employee, for official purposes and payment of an allowance where it will result in greater efficiency or be of less expense to the Treasury.

6.6 Departmental Liaison Officer Allowance

- 1) An employee who performs duties of Departmental Liaison Officer (DLO) is entitled to an annual allowance as determined by the Secretary.
- 2) An employee who receives the DLO allowance is not entitled to claim for any overtime worked while performing the duties of DLO.

6.7 Restriction Allowance

- 1) A manager may direct an employee to be contactable and to be available to perform extra duty outside of the bandwidth, subject to payment of an allowance. The rate of payment will be 7.5 per cent of the employee's hourly rate of salary for each restricted hour on Monday to Friday, 10 per cent of the employee's hourly rate of salary for each restricted hour on Saturday and Sunday, and 15 per cent of the employee's hourly rate of salary for each restricted hour on public holidays.

6.8 Establishment Allowance – Graduate Recruitment

- 1) Employees who are recruited to Treasury as a result of a graduate recruitment campaign may be entitled to an establishment allowance in the form of a single lump sum payment, which is subject to acquittal, to cover relocation costs incurred in the graduate's commencement at Treasury.
- 2) Unless otherwise determined by the General Manager, Human Resources, clause 7.1.1 (removal expenses) will not apply to employees recruited under graduate recruitment campaigns.

6.9 Lifestyle Contribution

- 1) In recognition of the benefit to Treasury of employees undertaking initiatives of their own, each eligible ongoing employee may apply for a single payment of \$500 per annum, in 2011, and a single payment of \$600 in 2012, 2013 and 2014 to contribute towards maintaining a healthy lifestyle. Payment of Lifestyle Contribution is subject to Treasury guidelines.

6.10 Family Responsibilities

- 1) In recognition that sometimes, employees may be called upon to respond to an unexpected workplace demand, managers may approve reimbursement of reasonable expenses arising from additional family care arrangements made necessary where an employee is required to

travel away from their normal work location for business purposes or is directed to work outside his or her normal patterns of work. Wherever possible, employees should alert their manager when that situation might arise.

Part 7 – Other Conditions of Service

7.1 Travel and Removals

7.1.1 Removal Expenses on Engagement or Reassignment of Duties

- 1) Treasury will develop and maintain policies to address the cost of moving employees (including prospective employees) and their dependants where movement of the employee's locality is required. The policies will include conditions applying to temporary movement of locality.
- 2) The policies will be contained in the Human Resources Manual of Employment Conditions.
- 3) The existence of the policies does not confer an automatic entitlement to removal expenses. However, payment of removal expenses will be as determined under the terms of the policies contained in the manual unless the Secretary determines, in particular circumstances, that the policy should not apply or should be varied. Any such determination will be made, and notified to the relevant employee, before an existing or prospective employee moves locality. With respect to new Treasury employees, the payment of removal expenses may be negotiated as part of an overall package at the time of engagement or at the time an agreement is made under section 26 of the *Public Service Act 1999*.

7.2 Overseas Conditions of Service

7.2.1 Overseas Posts

- 1) Treasury will maintain policies to address conditions of service for Treasury employees serving in overseas posts. In determining the appropriate conditions and rates, Treasury may be guided by the conditions of service extended to employees of the Department of Foreign Affairs and Trade.

7.2.2 Short term Duty Overseas

- 1) Treasury will develop and maintain policies to address conditions of service for Treasury employees on short term duty overseas. In determining the appropriate conditions and rates, Treasury may be guided by the material available from accredited providers.

7.3 Loss, Damage and Indemnity

- 1) A General Manager may approve reimbursement to an employee for loss or damage to clothing or personal effects, which occurred in the course of the employee's work, taking account of the relevant guidelines.

Part 8 – Management of Excess Employees

8.1 Application

- 1) The following redeployment, retirement and redundancy provisions will apply to employees of Treasury who are excess, other than non-ongoing employees and those employees on probation.

8.2 Definition of 'Excess'

- 1) An employee is excess if:
 - a) the employee is included in a class of employees employed in Treasury, which class comprises a greater number of employees than is necessary for the efficient and economical working of Treasury;
 - b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of Treasury or changes in the nature, extent or organisation of the functions of Treasury; or
 - c) where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Secretary has determined that these provisions will apply to that employee.

8.3 Process

- 1) If the Secretary identifies an employee as excess, the Secretary will inform the employee that he or she is excess. The Secretary will hold discussions with the excess employee and, if the employee chooses, with a representative nominated by the employee, to consider any of the following options:
 - a) Redeployment at the employee's current classification level within the Treasury or the APS. The Treasury may use the services of an external placement organisation to assist in the process of redeployment and the provision of retraining services.
 - b) Reduction on redeployment pursuant to clause 8.10 of this Agreement.
 - c) Transfer of another employee to the position occupied by the excess employee (a 'swap') and the former employee immediately accepting retirement pursuant to paragraph 8.3(1)(d) below. This clause is subject to the Secretary being satisfied that the excess employee can, with reasonable training, effectively replace the employee accepting retirement.
 - d) Termination of the employee's employment (referred to elsewhere in this clause as redundancy) under section 29 of the *Public Service Act 1999*, with entitlements pursuant to clause 8.4 of this Agreement. An offer of redundancy can be made to an excess employee during a redeployment period.

8.3.1 Provision of information

- 1) An excess employee will be entitled to have access to information in relation to:
 - a) the sums of money the employee would receive by way of severance pay, pay in lieu of notice and paid up leave credits;
 - b) the amount of accumulated superannuation contributions;
 - c) the options open to the employee concerning superannuation; and
 - d) the taxation rules applicable to the various payments.

8.3.2 Decision by the Secretary

- 1) Following the discussions and consideration referred to in subclause 8.3(1), the Secretary may decide to take action specified in that clause in relation to an excess employee.
- 2) If the Secretary decides that an excess employee should be offered voluntary redundancy, the Secretary may invite the employee in writing to accept an offer of voluntary redundancy.

8.3.3 Time Frames

- 1) If it is determined that paragraph 8.3(1)(a) should apply, then the period during which time the employee and the Treasury will actively seek a suitable vacancy for the excess employee will be two (2) months. The Secretary may determine that it is in the interests of the Department or the APS to extend the redeployment period.
- 2) An employee who is made an offer of redundancy pursuant to clause 8.3.2 must either accept or decline the offer, in writing to the Secretary not before seven (7) days and not later than twenty one (21) days after the making of the offer and after receiving the information in clause 8.3.1, unless the Secretary agrees to an extension of the period of the offer.

8.3.4 Involuntary Redundancy

- 1) If the excess employee situation has not been resolved at the end of the period referred to in clause 8.3.3 through the options in subclause 8.3(1), the Secretary may terminate the employee's employment under section 29 of the *Public Service Act 1999*, by giving notice in accordance with clause 8.9. Entitlements under clause 8.4 will apply.

8.4 Entitlement

- 1) An excess employee whose employment is terminated by redundancy pursuant to paragraph 8.3(1)(d) or clause 8.3.4 will be entitled to be paid redundancy pay of a sum equal to two (2) weeks salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service.
- 2) The minimum sum payable as redundancy pay on termination will be four (4) weeks' salary and the maximum will be forty eight (48) weeks' salary, subject to any minimum entitlement the employee would be entitled to under the National Employment Standards.
- 3) Redundancy pay will be calculated on a pro-rata basis where the employee has worked part-time hours during the period of service and the employee has less than twenty four (24) years' full-time service.

8.5 Service for Redundancy Pay Purposes

- 1) Subject to clause 8.6, for the purpose of calculating entitlements in accordance with clause 8.4 'service' means:
 - a) service in an APS agency;
 - b) government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - c) service with the Commonwealth (other than service with a joint Commonwealth State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - d) service with the Australian Defence Forces; and
 - e) service in another organisation where:
 - (i) an employee was transferred from that organisation with a transfer of function; or
 - (ii) an employee engaged by that organisation on work connected with the function is engaged as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

8.6 Service Not to Count as Service for Redundancy Pay Purposes

- 1) Any period of service which ceased in any of the following ways will not count as service for redundancy pay purposes:
 - a) retrenchment;
 - b) retirement on grounds of invalidity;
 - c) termination of probation;

- d) termination of employment for:
 - (i) misconduct or a breach of the APS Code of Conduct;
 - (ii) non-performance or unsatisfactory performance of duties;
 - (iii) failure to meet a condition of employment imposed at engagement;
 - (iv) inability to perform duties because of a physical or mental incapacity;
 - (v) inefficiency;
 - (vi) loss of an essential qualification; or
 - (vii) failure to complete an entry level training course; or
 - e) 'voluntary' retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer financed retirement benefit.
- 2) Absences from duty that do not count as service for Long Service Leave purposes will not count as service for redundancy pay purposes.

8.7 Earlier Periods of Service

- 1) For earlier periods of service to count there must be no breaks between the periods except where the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer.

8.8 Rate of Payment – Redundancy Pay

- 1) For the purposes of calculating any payment under clause 8.4 or 8.10, 'salary' will include:
- a) the employee's full-time base salary, adjusted on a pro-rata basis for periods of part-time service;
 - b) other allowances in the nature of salary which have been paid during periods of annual leave and on a regular basis and which are not reimbursement for expenses incurred or payment for disabilities associated with the performance of a duty; and
 - c) salary payments where the employee has been temporarily assigned duties at a higher classification or at a higher level within a broadband for a continuous period of at least twelve (12) months immediately preceding the date on which the employee is given notice of termination.

8.9 Period of Notice – Termination

- 1) Where an excess eligible employee is terminated, the period of notice will be four (4) weeks. In the case of an employee over forty five (45) years of age with at least five (5) years' continuous service the period of notice will be five (5) weeks. Where the Secretary and the employee agree to a termination date within the notice period, the employee's employment

will terminate on that date. The employee will be paid compensation in lieu of notice for the unexpired portion of the notice period. The payments an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employment not been terminated, will be used in calculating any payment in lieu of notice.

- 2) An employee will be entitled to reasonable time off with full pay to attend necessary employment interviews, from the date the period of notice commences.
- 3) Where expenses to attend interviews are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred.

8.10 Reduction in Classification

- 1) Where the Secretary proposes to reduce an excess employee's classification, pursuant to clause 8.3, either:
 - a) the employee will be given the same period of notice as the employee would have been entitled to receive pursuant to clause 8.9; or
 - b) the Treasury may pay an amount to maintain the level of salary received by the employee at the date of notice of reduction in classification for the number of weeks of notice still owing. Such payments will be calculated in accordance with clause 8.4.

Part 9 – Dispute Prevention and Resolution

9.1 Dispute Resolution Procedures

- 1) If a dispute relates to a matter under this agreement, or the National Employment Standards, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant manager.
- 2) If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 1), the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.
- 3) If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 1 and 2, a party to the dispute may refer the matter to Fair Work Australia.
- 4) Fair Work Australia may deal with the dispute in 2 stages:
 - a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- 5) The agency or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.
- 6) Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the Fair Work Act 2009.
- 7) While the parties are trying to resolve the dispute using the procedures in this clause:
 - a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

Note If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- b) an employee must comply with a direction given by the Secretary to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 8) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.
- 9) Any disputes arising under a previous collective or enterprise agreement, or the National Employment Standards that are unresolved at the date of commencement of this Agreement will be progressed under the dispute resolution procedures in this Agreement.

Part 10 – Definitions

In this Agreement, unless the contrary intention applies:

‘Agreement’ means the Treasury Workplace Agreement 2011-2014.

‘APS’ means Australian Public Service.

‘APS Level’ is the classification structure for all levels below Executive Level.

‘Bandwidth’ means the hours between 7 am to 7 pm, Monday to Friday excluding public holidays.

‘Department’, unless otherwise specified, means the Treasury.

‘Employee’, unless otherwise stated refers to someone employed in Treasury, ongoing or non-ongoing, or full-time or part-time, who is employed under or within the meaning of the *Public Service Act 1999*.

‘Family’ is defined as a person who:

- is related by blood or marriage; or
- has a strong affinity with the employee by way of traditional or ceremonial affiliation; or
- who stands in a genuine domestic or household relationship with the employee without discrimination as to sexual preference; or
- is a child or an adopted child of the employee; or
- is a child or an adopted child of the person who stands in a genuine domestic or household relationship with the employee.

‘Flextime’ means the scheme of flexible working hours in Treasury.

‘Full-time employee’ means an employee whose ordinary hours of work are 37.5 hours per week.

‘LWOP’ means leave without pay.

‘Manager’ is taken to mean all or any of the following ‘Manager’, ‘Immediate Manager’, ‘CSG Team Leader’ and ‘General Manager’ as defined in the Treasury Management Model and the Performance Management System as having accountability for appraising employees.

‘Part-time employee’ means an employee whose normal hours of work are less than 37.5 hours per week.

‘PMS’ means Performance Management System.

‘Salary’ means the amount determined under Part 5 and Schedule A to this agreement.

‘Secretary’ means the Secretary to the Treasury.

'SES Pay Model' means the model that the Secretary to the Treasury may apply to the salary of Senior Executive employees in the Treasury.

'Standard day' means 7 hours and 30 minutes per day worked between the hours of 8.30am to 12.30pm and 1.30pm to 5.00pm, Monday to Friday.

'TOIL' means the Time Off in Lieu system in Treasury.

SCHEDULE A — RATES OF PAY

Pay Point	Current Rates	Effective from date of operation	Effective 1 July 2012	Effective 1 July 2013		
	\$	\$	\$	\$		
APS 1.1	39488	41068	42094	43147	Broadband 1	
1.2	42882	44597	45712	46855		
APS 2.1	45517	47338	48521	49734		
2.2	48530	50471	51733	53026		
APS 3.1	51543	53605	54945	56318		
3.2	54554	56736	58155	59608		
APS 4.1	57568	59871	61367	62902		
4.2	60580	63003	64578	66193		
APS 5.1	64725	67314	68997	70722		Broadband 2
5.2	68869	71624	73414	75250		
APS 6.1	73012	75932	77831	79777		
6.2	77155	80241	82247	84303	#	
6.3	83183	86510	88673	90890		
6.4	88456	91994	94294	96651		
EL 1.1	95236	99045	101522	104060	#	
1.2	102709	106817	109488	112225		
1.3	109247	113617	116457	119369		
EL 2.1	116328	120981	124006	127106	#	EL 2
2.2	122054	126936	130110	133362		
2.3	127778	132889	136211	139617		
2.4	133505	138845	142316	145874		

Salary beyond which progression subject to decision by Remuneration Committee