

**Professional Services Review
Enterprise Agreement 2009–2012**

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1. Scope

1.1. Title

This Agreement will be known as the Professional Services Review Enterprise Agreement 2009–2012 (the Agreement).

1.2. Authority

This Agreement is made under the *Fair Work Act 2009*.

1.3. Coverage

This Agreement covers:

- the Director of Professional Services Review (PSR) (on behalf of the Commonwealth)
- employees of PSR employed under the *Public Service Act 1999*

but does not apply to Senior Executive Service employees, people whose salary is not paid by PSR and people who are parties to an Australian Workplace Agreement.

1.4. Commencement and duration

The Agreement takes effect seven days after Fair Work Australia approves that it passes the No-Disadvantage Test. Its nominal expiry date is 30 June 2012.

1.5. Operation

This Agreement exhaustively states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a Commonwealth law.

1.6. No extra claims

From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall 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.

1.7. Definitions and abbreviations

48/52 Scheme	PSR's purchased leave scheme
Director	The Director of PSR appointed under section 83 of the <i>Health Insurance Act 1973</i>
Part-time employee	an employee whose regular hours of work are less than 150 hours over a four week period
Performance Development Scheme (PDS)	PSR's individual performance management and development system

2. Objectives

PSR is a small agency with an important role to play as part of the broader health care regulatory framework.

This Agreement aims to support PSR and its staff in performing this important role through:

- allowing PSR to attract, develop and retain the right people for the right positions
- supporting staff and managers to work together to achieve PSR's goals
- building a culture that emphasises quality outcomes, productivity improvements and a positive work-life balance.

3. Productivity

3.1. Productivity initiatives

The productivity initiatives underpinning this Agreement include:

- freight cost reductions through revising procedures and using more cost effective services
- travel cost reductions through increased use of video-conferencing
- further savings in paper, printing and freight costs by providing PSR Committee documentation electronically.

3.1.1. Productivity payment

In recognition of the ongoing commitment demonstrated by employees to continuous improvement, and the productivity initiatives implemented before the commencement of this Agreement, employees will receive a one-off Productivity Payment when this Agreement comes into effect, to be calculated as follows:

- A PSR employee who has been employed continuously from 1 January 2009 to the date this Agreement comes into effect will be entitled to a payment of 2.0 per cent of the relevant salary. An employee who has been employed for a lesser period will be entitled to a pro rata payment based on the length of their period of employment. A part-time employee will be entitled to a pro rata payment according to the ratio of their part-time hours to full-time hours.

For the purposes of this clause 'the relevant salary' for an employee is:

- if the employee was not employed by PSR at 1 January 2009, the salary they would have received if they had been employed at that date, or
- in all other cases, the salary (including Higher Duties Allowance) the employee received at 1 January 2009.

3.2. Milestone payments

PSR will make Milestone Payments available to employees for achieving targets that improve on standard benchmarks.

3.2.1. Principles

Milestone Payments are to reward performance and to improve retention rates. Employees and managers will have the opportunity to achieve Milestone Payments through working as a team and taking shared responsibility for outcomes.

Employees will be eligible for Milestone Payments in August of each year, beginning in 2010, with the final payment coming in 2012.

3.2.2. Benchmarks and targets

Benchmarks for the time expected to be taken to complete cases, based on historical averages, will be set for cases under section 92 and section 93 of the *Health Insurance Act 1973*. PSR employees will be rewarded by receiving Milestone Payments for achieving **targets** that improve on those benchmarks.

The benchmarks and targets will be agreed between PSR and its employees each year as part of the business planning process.

3.2.3. Calculation of milestone payments

The maximum Milestone Payment available will be 5.0 per cent of salary for each employee each year.

At the beginning of each financial year PSR will produce a list of all cases on hand, with a designated benchmark completion date for each case. New cases received during the year will each have a benchmark completion date allocated.

All section 92 and section 93 cases, except cases subject to court processes, with a benchmark completion date or an actual completion date in a particular financial year will count in the calculation of the Milestone Payment for that year.

On completion, each case will be assessed against its benchmark and where a target that improves upon the benchmark has been achieved a rating of 100 per cent, 80 per cent, 60 per cent, 40 per cent or 20 per cent will be applied in accordance with the targets set for that year.

The ratings for all cases completed in the relevant year will be added together and divided by the number of cases with benchmark completion dates or actual completion dates for that year. This proportion will be applied to the maximum percentage available (5.0 per cent) to determine the actual Milestone Payment for each employee.

The Director may decide that circumstances beyond PSR's control have significantly delayed progress on a case, and the case should be excluded from the calculation of any Milestone Payment.

The Director may decide that circumstances beyond PSR's control have prevented a target from being met and authorise an appropriate payment.

3.2.4. Eligibility conditions

To be eligible to receive a Milestone Payment for a financial year, an employee must:

- achieve at least 'fully effective' in their PDS for that financial year
- have been employed by PSR for at least six months
- still be employed by PSR at the end of that financial year.

A PSR employee who has been employed for the entire financial year is eligible to receive the full Milestone Payment in the following August. Otherwise, payment will be calculated pro rata based on the length of employment.

Payment to part-time employees will be calculated in proportion with their part-time hours.

4. Fair, safe and healthy working environment

4.1. An equitable workplace

The parties recognise the importance of a working environment free of discrimination and harassment, and one that recognises and respects the diverse backgrounds of PSR employees. All employees will be provided with working conditions free from discrimination and harassment.

4.1.1. Agency commitment

PSR is committed to ensuring all employees work in an environment that allows them to reach their full potential and are treated, and treat each other, fairly and equitably and with respect, in line with legislation and policies on workplace diversity, including appropriate standards of conduct and occupational health and safety.

PSR is committed to eliminating any employment-related disadvantages in PSR based on:

- being an Aboriginal or Torres Strait Islander within the meaning of the *Racial Discrimination Act 1975*
- gender
- race or ethnicity
- physical or mental disability
- age
- sexual preference
- pregnancy
- marital status
- family responsibilities
- religion
- political opinion
- social origin
- national extraction
- any other ground, as prohibited by legislation.

4.1.2. Developing PSR's culture

PSR will continue to implement workplace diversity measures to foster a culture that supports employees to achieve their full potential. As an organisation PSR aims to develop within its corporate culture an emphasis on leadership and professional ethics, affirming and valuing its employees, and helping those employees balance their work with their personal lives.

4.1.3. Responsibilities in PSR

Managers and staff in PSR will operate in accordance with the APS Values and Code of Conduct.

PSR is committed to the principles of natural justice, fairness, equity and managing diversity that are consistent with, and integral to, sound people management.

4.2. Healthy lifestyle contribution

In recognition of the benefit to PSR of employees undertaking health initiatives of their own, each employee may apply for a single payment of up to \$150 per annum to contribute towards maintaining a healthy lifestyle. This payment will be subject to the provision of receipts, and will be for expenditures such as gym membership, exercise equipment and sporting team registrations. (This list is not exhaustive.)

4.3. Work–life balance

4.3.1. Part-time work

a) Part-time conditions

Conditions will be calculated on a pro rata basis.

b) Return from maternity leave and care of children

An employee who is a parent, or who has responsibility for the care of a child who is under school age or is under 18 and has a disability, may request a change in working arrangements to assist the employee to care for the child. This request must be made in writing and will only be refused on reasonable business grounds.

4.3.2. Home-based work

Home-based work will be available as outlined in PSR's Home-Based Work Policy.

4.3.3. Employee Assistance Program

PSR's Employee Assistance Program will continue to provide employees and any immediate family members with access to a confidential professional counselling service to assist with work or personal issues.

4.3.4. Extra family care costs

Where unexpected work requirements result in an employee working on a day they were not expected to work, or unavoidable delays while travelling result in an employee being away from their normal place of work for longer than planned, the employee will, on provision of satisfactory evidence, be eligible for reimbursement of the reasonable cost (net of government assistance) of additional family care arrangements.

4.3.5. School holiday family care subsidy

Where the approved leave of an employee with school aged children is cancelled or the employee is required to return from leave early because of PSR business requirements during school holidays, PSR will reimburse up to \$50 per child per day of the amount the employee paid for each school aged child attending care.

In these circumstances, where the employee can demonstrate that he or she would otherwise have taken personal responsibility for caring for other family members, PSR may reimburse part or all of the amount paid by the employee for that family care.

4.4. Hours of work

4.4.1. Balancing work and personal lives

PSR recognises that employees need to balance their working life commitments with other competing interests or commitments, such as family, community work and lifestyle choices,

and that this balance is likely to be best achieved through providing employees with the greatest possible flexibility in their attendance patterns.

4.4.2. Hours of work of full time employees

Ordinary hours of duty for attendance and flexitime purposes for full-time employees are 150 hours over a four-week period (the 'settlement period').

4.4.3. Standard hours

Standard hours within PSR are 9.00 am to 5.00 pm, Monday to Friday, with a 30-minute lunchbreak.

4.4.4. Pattern of hours

The pattern of hours by which employees meet their specified hours of duty is a matter of agreement between each manager and his or her staff. However, an employee will not be expected to work more than:

- 10 hours ordinary time on any day
- five consecutive hours without a meal break of at least 30 minutes.

The parties recognise that work commitments may sometimes require longer hours to be worked for a specific period.

4.4.5. Hours of work of part-time employees

For part-time employees, ordinary hours of duty are those agreed in their part-time work agreement.

Part-time employees are eligible to accrue flexitime for the duty performed in excess of the agreed hours of duty over the settlement period.

4.4.6. Manager responsibilities

Management of the hours of work of staff is an integral part of a manager's responsibility for effective people management.

a) Minimising excessive hours of work

Where a manager consistently requires employees to work in excess of their normal hours of duty, the manager will review workloads.

b) Managing hours of duty

Managers will ensure that:

- employees are not continuing to build excessive flex credits without the opportunity to access flex leave within a reasonable period
- self-management of hours worked is actively encouraged.

Managers and employees have mutual responsibility for ensuring that working hours and leave planning are integrated into work and business planning.

4.4.7. Working patterns

a) Agreement on team working patterns

In discussing working patterns, other issues upon which managers and employees may reach agreement include:

- the maximum period of flex leave which may be taken in the settlement period
- any requirements to have staff available, for example to meet public contact needs
- any other relevant issues for the team or work area.

b) Impact on operations

The major considerations in discussing the pattern of hours are:

- operational requirements
- the impact on other members of the team or work group
- the personal needs of the employee.

c) Insufficient work

The relevant manager may require an employee not to work hours in addition to standard hours where there is insufficient work. That is, a manager may require that an employee not accrue flexitime where such accrual cannot be justified by the employee's workload.

4.4.8. Operation of the bandwidth

a) Bandwidth

The bandwidth of hours in which an employee may work are 7.00 am to 7.00 pm Monday to Friday.

b) Agreed work outside bandwidth

Where an employee asks to work outside this bandwidth he or she may do so with the agreement of his or her manager. Any hours worked on this basis will be considered ordinary hours and not attract additional duty.

4.4.9. Flexitime scheme

a) Recording attendance

Employees will be required to record their actual attendance daily. The method of recording will be agreed between the employee and his or her manager.

b) Flexitime scheme

Flexitime is a system of flexible working hours, which enables employees and managers to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to staff, PSR and stakeholders.

c) Executive levels and flexitime

Executive Level 1 employees may work flexitime.

d) Flex debit balance

Employees may carry over a maximum of 15 hours flex debit accumulated in any settlement period into the next settlement period.

Where the maximum debit is exceeded at the end of a settlement period, the employee will endeavour to reduce the debit to at least the maximum allowable over the next settlement period.

e) Deduction of flex debit from salary

Should reduction of flex debit not occur, the amount by which the maximum is exceeded will be treated as leave without pay and an appropriate deduction made from the employee's salary.

f) Flex balances at cessation

Before an employee ceases employment with PSR:

- that employee should take all reasonable steps to balance their flex debit or credit
- managers should provide opportunities to enable employees to balance any flex credits or debits.

Where any **flex debits** are outstanding at cessation these will be recovered as part of the employee's termination payment.

g) Reversion to standard hours

Where an employee has failed to comply with the provisions of flexitime, a manager may remove that employee from flexitime for a specified period and the employee will revert to working standard hours.

Access to flexible working arrangements will be restored where the manager is satisfied that the employee will maintain satisfactory attendance patterns.

4.5. Additional duty

4.5.1. Eligibility

Additional duty is payable when an employee is required by their manager to perform work outside the bandwidth (inclusive of weekends and public holidays), or to work in excess of 9 hours and 30 minutes on any one week day (Monday to Friday inclusive), whichever is the earlier.

Additional duty is generally available to employees other than Executive Level 2. However, Executive Level 2 employees may receive additional duty payments where approved by the Director.

4.5.2. Part-time employees

Part-time employees, other than Executive Level 2, may be entitled to additional duty payable for work performed at the direction of their manager, which is:

- not continuous with the employee's agreed or specified hours of work, and/or
- beyond the total hours of work over the settlement period specified in the employee's part-time work agreement.

A part-time employee who has not elected to receive flexitime for work performed in excess of the agreed hours of duty over the settlement period will be eligible for payment for additional duty.

4.5.3. Requests to work outside bandwidth

Where an employee asks to work outside their bandwidth and their manager approves this, it will be considered as ordinary duty, and will not attract additional duty payments.

4.5.4. Flexitime

Flexitime is the standard form of recompense for all additional duty, subject to the provisions of this section.

4.5.5. Calculation

Where additional duty is worked, time is calculated at the following rates:

- Monday to Friday – single time
- Saturday – time and one half
- Sunday and public holidays – double time.

4.5.6. Hourly divisor

In calculating additional duty entitlement, a divisor of 37.5 hours is to be used.

4.5.7. Payment for additional duty

It is expected that managers will authorise payment of additional duty:

- where, due to the nature of work and/or the significant additional duty performed, it is unlikely that an employee will be able to take flex leave within two months of the additional duty having been performed, or
- where the employee requests payment to meet costs incurred as a result of having performed the additional duty.

Where payment of additional duty is authorised, the payment will be calculated using the rates set out in this section.

4.5.8. Non-continuous duty

Where a period of additional duty is not continuous with ordinary hours and was not pre-arranged, the minimum additional duty payment is three hours at the relevant rate, as per clause 4.5.5.

Where the period of additional duty is greater than three hours, payment will be made for the actual period worked and travel to and from work at the relevant rate, as per clause 4.5.5.

4.5.9. Continuous duty

Additional duty is considered to be continuous with ordinary hours when an employee does not have a break, other than a meal break, between the periods of ordinary duty and additional duty.

Time spent travelling to or from the normal place of work will not count as part of an additional duty attendance.

4.5.10. Multiple attendance

Where more than one attendance is involved, the minimum additional duty payment provision will not operate to increase an employee's additional duty payment beyond that which they would have received had they remained on duty from the commencing time of duty on one attendance, to the ceasing time of duty on a subsequent attendance.

4.5.11. Meal breaks and allowance

If employees are required to work additional duty for a continuous period of at least one hour outside the bandwidth (see clause 4.4.8.), which extends over a meal period, they will be paid a meal allowance. For the purposes of this clause a meal period is:

Monday to Friday	6.30 am to 7.00 am
	7.00 pm to 7.30 pm
Saturday, Sunday and public holidays	6.30 am to 7.00 am
	12.30 pm to 1.00 pm
	7.00 pm to 7.30 pm

5. Performance and remuneration

5.1. Performance

5.1.1. Performance Development Scheme

Each employee will have a Performance Agreement and participate in PSR's Performance Development Scheme (PDS) as outlined in the PDS policy.

5.2. Salaries

5.2.1. Salary increases

This Agreement provides for the following salary increases over the January 2008 rates in the Professional Services Review Remuneration and Allowance Policy (Remuneration Policy):

- from the date of effect of the Agreement¹ – 4.0 per cent
- from 1 July 2010 – 3.5 per cent
- from 1 July 2011 – 3.0 per cent.

Salary scales are at Attachment 1.

5.2.2. Salary advancement

a) Within classifications

Salary advancement within a classification level will be based on a review of performance during the previous PDS cycle.

¹ The Agreement begins operating on the seventh day after the date of Fair Work Australia's notice stating that it has passed the No-Disadvantage Test.

b) Ongoing employees

Salary advancement within all classification levels will generally occur from the beginning of the first full pay period commencing on or after 1 August each year, subject to:

- completion of the requirements of the PDS
- performance of duties at the employee's substantive level or above, within PSR, for an aggregate of three months or more within the PDS cycle ending 30 June
- achievement of a rating of 'fully effective' or better at the end of the PDS cycle.

c) Non-ongoing employees

Non-ongoing employees will be eligible for salary advancement where they have been engaged at the same classification to perform the same duties continuously for six months during the PDS cycle. Non-ongoing employees are subject to the same qualifying ratings under the PDS as ongoing employees.

This clause does not affect the Director's discretion to determine salary on commencement of each period of engagement.

d) Probationers

A probationer engaged before 1 April will be eligible for salary advancement on the date they cease to be a probationer. This advancement cannot occur before the common salary progression date in August each year.

e) Higher duties advancement

As outlined in the salary advancement arrangements, where an employee has been temporarily reassigned duties at a higher classification for a period aggregating three months or longer during the PDS cycle, the employee will be eligible for salary advancement for the purposes of future or continuing Higher Duties Allowance. Where Higher Duties Allowance periods have been at different levels, progression will only occur to the Higher Duties Allowance level closest to the employee's substantive level, unless the employee has acted for three months or more at a higher classification level.

Employees on short-term Higher Duties Allowance remain eligible for advancement within their substantive classification level, subject to meeting the requirements of the PDS.

f) Advancement not to occur

Employees who either:

- do not achieve a rating of 'fully effective' or better at the end of the PDS cycle
- do not complete and meet the requirements of the PDS
- are ongoing and have not performed duties at their substantive classification level or a higher position in PSR for at least three months of the PDS cycle, or
- are non-ongoing and have not met the requirements of sub-clause c) above

will not move to the next pay point within that classification salary range. These employees will then not be able to progress to another pay point within the classification salary range until the salary review in the next year.

g) Review of assessment

Where an employee has sought review of his or her assessment under the PDS and this is subsequently upheld, salary advancement will occur from the appropriate August advancement date.

5.2.3. Part-time employees

Remuneration for part-time employees will be calculated as a pro rata of the appropriate salary rate indicated at Attachment 1, based on the proportion of hours worked in comparison to full-time hours.

5.2.4. Casual employee remuneration

For non-ongoing employees who undertake irregular or intermittent duties, remuneration will be calculated on the actual hours worked, based on the appropriate salary rate as indicated at Attachment 1. Casual employees will also receive a 20 per cent loading in lieu of paid recreation, miscellaneous, personal and bereavement leave, and paid parking.

5.2.5. Broadbanding of classifications

As part of PSR's attraction and retention strategies, the parties agree to broadband the classifications of APS3 with APS4 and APS5 with APS6. The parties further agree that following principles will apply:

- a movement to a higher salary level will be a permanent move, and will be permitted when there is long-term work available at that level
- such movement will be subject to the employee demonstrating appropriate competencies and/or capabilities
- PSR will retain flexibility in recruiting to broadbanded positions, and reserves the right to advertise ongoing vacancies.

PSR will complete a Broadbanding Policy covering these and other issues by the end of 2009. Broadbanding will be available to APS3 and APS5 employees once the policy is completed, provided a need for work at the relevant higher level is identified.

5.2.6. Additional pay points

As part of PSR's attraction and retention strategies, at the date of effect of this Agreement, additional pay points will be added to the salary scales for APS4, APS6, EL1 and EL2, calculated as follows:

Level	Additional pay point
APS4	□58 980
APS6	□77 790
EL1	□92 273
EL2	□114 764

Advancement to these levels will be as outlined in the usual provisions.

For the avoidance of doubt: EL1 and EL2 classifications are not broadbanded.

5.2.7. Realignment of Executive Level 1 and Executive Level 2 salaries

As part of PSR's attraction and retention strategies, before applying the salary increase for the date of effect of the Agreement specified at clause 5.2.1, the salary rates for Executive Level 1 and Executive Level 2 positions will be increased as follows:

- Executive Level 1 – \$1338
- Executive Level 2 – \$1200

5.3. Salary payable on engagement, promotion and movement

5.3.1. Salary on promotion or engagement

Where a person is promoted, engaged or allocated an operational classification, salary will be payable at the minimum pay point of the salary range applicable to the classification of the position.

The Director may authorise payment of salary above the minimum pay point in the salary range, having regard to the experience, qualifications and skills of the person.

If an employee's salary on promotion or engagement does not align with a pay point in PSR's salary range, it will be preserved at that rate until it is absorbed by PSR pay increases.

5.3.2. Salary on movement from another APS agency

Subject to salary on promotion or engagement, where a person moves on an ongoing basis to PSR from another APS agency at the equivalent APS classification level and his or her substantive salary before movement is:

- higher than the top pay point of PSR's salary range in place at the time, his or her salary will be no more than the top of the relevant salary range as provided at Attachment 1, unless otherwise determined by the Director, or
- not aligned with PSR's salary range and is below the top pay point of the PSR salary range in place at the time, his or her salary will be increased to the next highest pay point in the PSR salary range on commencement.

This clause does not apply to employees moving to PSR in accordance with machinery-of-government changes.

5.3.3. Correction to salary on commencement

The Director may determine the correct pay point to apply to a person's salary on commencement to correct any anomaly or misunderstanding that may have occurred.

5.4. Notice of resignation or retirement

To ensure effective work planning and the payment of all final monies in a timely manner any employee's decision to resign or retire from PSR should be made in writing and provided to their manager at least 10 working days prior to the proposed date of separation.

5.5. Superannuation

5.5.1. Employer contributions

PSR will make employer contributions at the levels prescribed by government in recognition of the imperative of superannuation to fund realistic retirement incomes, and PSR's commitment to a career public service.

5.5.2. Salary for superannuation purposes

Allowances provided for in this Agreement will count towards salary for superannuation purposes in accordance with the Superannuation (CSS) Salary Regulations 1978, unless indicated otherwise.

5.6. Allowances

Where any allowance paid to an employee is described as a reimbursement, it is subject to the employee providing evidence of the expenditure.

5.6.1. Executive Level Expenses Allowance

In recognition of the additional work-related expenses Executive Level employees incur, including but not limited to use of private mobile phones and home Internet connection for work purposes, all Executive Level 1 and Executive Level 2 employees will receive an allowance of \$1500 per annum, to be paid fortnightly.

A recipient of this allowance will not be entitled to any separate payment for work-related expenses. The Director may reimburse similar work-related costs for other employees where appropriate.

This allowance will be payable on all paid leave except long service leave.

5.6.2. Workplace Responsibility Allowance

To provide encouragement to and recognition of employees who undertake additional responsibility in the workplace, an allowance of \$26 per fortnight is payable to an employee who accepts one of the following roles:

- First Aid Officer
- Health and Safety Representative
- Workplace Harassment Contact Officer
- Fire Warden.

The allowance is payable on all paid leave.

An employee will not be paid more than one allowance under this clause. One or more deputies may be appointed for each of the roles but a deputy will only receive payment of the Workplace Responsibility Allowance when the employee with primary responsibility is absent from the workplace for a period of one week or more.

An employee who receives a workplace responsibility allowance must achieve and maintain any necessary qualifications and attend training as required.

5.6.3. Temporary reassignment of duties (higher duties and temporary transfer)

a) Reassignment of duties

The Director may temporarily reassign an employee to other duties including to duties at a higher or lower classification, providing such duties are:

- within the limits of his or her training, skill and competence
- consistent with PSR's classification structure and standards

- not designed to promote de-skilling.

b) Salary on reduction

Where an employee is temporarily reassigned duties at a lower work classification level, the Director may determine in writing, with agreement in writing from the staff member, that the staff member will be paid a rate of salary applicable to the lower classification level. Such determination will specify the period for which the lower salary will apply.

This clause does not apply to decisions the Director may make in relation to breaches of the APS Code of Conduct or underperformance.

An employee will not be assigned any duties that are inconsistent with the Director's responsibility to provide a safe and healthy working environment.

c) Temporary vacancy considerations

Where a position is temporarily vacant, the manager should consider whether:

- it is essential that the duties of the position be performed for the period of the vacancy
- it is reasonable for other staff to share the duties of the position for the period of the vacancy, provided the duties are within the training, skill and competence of staff members
- there are delegations or statutory powers held by the position that cannot reasonably be exercised by another staff member who holds those powers
- the position is involved in public contact and has to be staffed to comply with client service standards.

Where a manager is of the opinion that a short-term vacancy must be filled, the manager may choose to reassign the duties to one staff member instead of their regular duties.

d) Advertising vacancies

The manager should advertise the temporary vacancy within PSR where the vacancy is

- long-term, or
- short-term and staff within the team or work group cannot perform the duties.

For business reasons, candidates for temporary vacancies may also be sourced externally.

e) Salary on temporary transfer from another APS agency

Where an employee temporarily moves to PSR from another APS agency at the equivalent APS classification level and their salary before the movement is:

- higher than the top pay point of PSR's salary range in place at the time, their salary will be preserved at that rate until their salary is absorbed by PSR pay increases, or
- not aligned with PSR salary range and is below the top pay point of PSR's salary range in place at the time, their salary will be increased to the next highest pay point in PSR's salary range on commencement.

f) Period of Higher Duties Allowance attracting payment

Where an employee is performing higher duties for a continuous period of more than five working days, higher duties allowance is payable from the first day of the period of acting.

For this purpose, ‘continuous’ means periods of higher duties unbroken by working days at or above a particular classification level. Subject to sub-clause g) below, periods of non-continuous higher duties of five days or less will not attract payment of Higher Duties Allowance.

In any calendar year, payment of Higher Duties Allowance will be made after the aggregation of five days occupancy in a higher position.

g) Level of payment

Where an employee is to be paid Higher Duties Allowance, the staff member will be paid at the pay point nominated by the manager, in consultation with the relevant staff member and recognising that there is an opportunity for the staff member to be paid above the minimum pay point within the salary range of the higher position.

The pay point attained through salary advancement in previous periods of Higher Duties Allowance at that classification level will be at least maintained.

h) Payment for partial performance

Where the full duties of the position are not being undertaken, the parties may agree to payment at a point in a classification below that of the higher duties position.

i) Short-term Higher Duties Allowance and the PDS

Where an employee has been temporarily assigned duties of a higher classification, including for short periods, the performance of those duties will be taken into account in an employee’s annual PDS reviews.

j) Public holidays or leave

An employee on Higher Duties Allowance who is granted paid leave or who observes a public holiday will continue to receive Higher Duties Allowance, payable having regard to the provisions of this section, during his or her absence. Higher Duties Allowance will not be paid beyond the date on which the staff member would have ceased the period of acting had he or she not been absent. Where the period of leave is paid at less than full pay, payment of Higher Duties Allowance will be made on a pro rata basis.

5.6.4. Relocation on engagement

Where a person who relocates to take up engagement with PSR, consideration will generally only be given to reimbursement of reasonable:

- transport and removal costs
- temporary accommodation costs in their new location

as agreed by the Corporate Manager, with consideration being given to the particular circumstances, including people from Indigenous, and/or culturally and linguistically diverse backgrounds, as appropriate.

5.6.5. Parking

PSR will provide reserved parking for all Executive Level 2 employees.

PSR will provide pre-paid parking cards to allow all other employees, except casual employees, to use public parking in the Canberra Airport area. The card must be returned to PSR on termination of employment.

Where an employee chooses to enter into a contract with Canberra Airport Group for a reserved parking space, PSR will pay the cost of a pre-paid annual parking card.

5.7. Payment-related matters

5.7.1. Salary paid fortnightly

All PSR employees will be paid fortnightly. The fortnightly pay will be calculated as annual salary multiplied by 12 and divided by 313.

5.7.2. Salary payment

PSR will make all salary payments by electronic funds transfer into a financial institution account of the employee's choice.

5.8. Salary packaging

Employees are able to have up to 50 per cent of their annual salary (as defined in Attachment 1) made subject to salary packaging as outlined in the PSR Salary Packaging Policy. The Director may determine circumstances where packaging greater than 50 per cent can occur.

5.8.1. No effect on salary for other purposes

Where an employee takes up the option of salary packaging, the employee's salary for purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.

5.8.2. Employees to pay any fringe benefits tax incurred

Employees who incur fringe benefits tax as a result of their salary packaging arrangement are responsible for paying that tax.

6. Flexibility

An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- the agreement deals with one or more of the following matters:
 - arrangements about when work is performed
 - overtime rates
 - penalty rates
 - allowances
 - leave loading, and
- the arrangement meets the genuine needs of the employer and employee in relation to one or more of these matters, and
- the arrangement is genuinely agreed to by the employer and employee.

The employer must ensure that the terms of the individual flexibility arrangement:

- are about permitted matters under section 172 of the *Fair Work Act 2009*, and
- are not unlawful terms under section 194 of the *Fair Work Act 2009*, and

- result in the employee being better off overall than the employee would be if no arrangement was made.

The employer must ensure that the individual flexibility arrangement:

- is in writing, and
- includes the name of the employer and employee, and
- 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
- includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement, and
 - how the arrangement will vary the effect of the terms, and
 - 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
- states the day on which the arrangement commences.

The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

The employer or employee may terminate the individual flexibility arrangement:

- by giving no more than 28 days written notice to the other party to the arrangement, or
- if the employer and employee agree in writing — at any time.

7. Travel

7.1. Allowances

7.1.1. Travel on official business

Travel allowance will be paid as outlined in PSR's Travelling Allowance and Related Matters Policy. Where that policy is inconsistent with a provision of this Agreement, the provisions of this Agreement will take precedence to the extent of any inconsistency.

7.1.2. Overnight absence allowance

An allowance of \$95 per overnight stay away from home for the purposes of meals and incidentals will be payable to employees who travel on official business. This rate will remain fixed until at least the expiry of this Agreement.

Accommodation expenses should be paid on the corporate credit card.

7.1.3. Part day travel

When an employee travels by air on official business and:

- meals are not included in the air fare, and
- the travel does not involve an overnight absence

then:

- if the scheduled take-off time is before 7.00 am the employee will be paid an allowance of \$20, or
- if the scheduled take-off time is after 6.00 pm the employee will be paid an allowance of \$35.

No allowance is payable in respect of other travel that does not involve an overnight absence.

7.2. Use of own motor vehicle

A manager may give approval for an employee to drive his or her own motor vehicle on official business for personal convenience, rather than because it is the most efficient method of transport. In this case, the allowance payable will not exceed the amount PSR would have paid to transport the employee by the most efficient means.

For the purposes of calculating the mileage allowance where an employee has approval to use their own motor vehicle instead of flying, the best fare of the day is to be used (refer to Department of Finance and Administration, Finance Circular No. 2004/13).

Any travel allowance will be paid as if the employee were travelling by the most efficient method of transport.

7.3. Class of air travel

An employee required to travel overseas on official business is entitled to business class air travel.

An employee required to travel to Perth on official business is entitled to business class air travel.

Economy class travel will be used for all other air travel on official business.

7.4. Scheduling of travel

In recognition of PSR's commitment to a reasonable work-life balance, PSR Committee hearings outside of Canberra will not be scheduled on Mondays unless exceptional circumstances apply.

7.5. Working hours while travelling – specified destinations

A payment of \$160 in lieu of travelling time will be made for each trip to Brisbane, Sydney, Melbourne, Hobart or Adelaide. This payment will be fixed for at least the life of this Agreement.

An employee travelling on official business to these destinations may accrue flex credits only while performing duty or for a period in excess of 30 minutes when a flight is delayed or cannot be changed.

Flex credit accrual when leaving Canberra is deemed to end at the flight take-off time. Flex credit accrual when returning to Canberra is deemed to end at the end of the day's business.

An employee may choose to commence work after reaching his or her destination, at which time flex credit accrual will recommence.

An employee travelling to any other destination will accrue flex credits in consultation with their manager, and will not receive this payment in lieu of travelling time.

7.6. Lounge membership

PSR will pay for Qantas Club membership for all employees travelling more than six times each year for work purposes.

8. Leave

8.1. General conditions

8.1.1. Standard day for leave purposes

For the purposes of recording leave absences, 7 hours 30 minutes is the standard day applying to full-time employees.

8.1.2. Balances and record keeping

All accrued leave entitlements will be expressed and deducted in hours and minutes.

8.1.3. Absences on compensation leave

Where an employee is absent on compensation leave, their manager is required to consult with the Rehabilitation Case Manager before approving applications for other forms of leave.

8.1.4. Absences of one day or less

For all absences of one day or less an employee may elect, as an alternative to accessing recreation, miscellaneous or personal leave entitlements, to have the absence recorded as flex leave or an arrangement may be made with the manager for the time to be made up.

PSR's preference is that the employee elects to use the options listed above rather than access leave entitlements.

8.1.5. Donating blood

PSR recognises the importance of and supports employees in the practice of blood donation. Employees donating blood during working hours are not required to complete a leave application or to take flex leave, but are regarded as being on duty for the period of their absence.

8.1.6. Public holidays during leave

An employee is entitled to receive full pay for a public holiday that falls during a period of leave. There will be no deduction from recreation leave or personal leave credits when a public holiday falls during a period of leave.

Public holidays observed in PSR will be as per the *Fair Work Act 2009*.

8.1.7. Recognition of prior service

Where an employee joins PSR, on or after the date of effect of this Agreement, from an employer staffed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999*, or from the ACT Government Service, accrued annual leave and personal/carers leave (however described) will be transferred, provided there is no break in continuity of service.

8.1.8. Christmas close down

The PSR office will be closed from Christmas Day to New Year's Day (inclusive) each year, and employees will not be required to take leave to cover any part of this close down.

8.2. Recreation leave

8.2.1. Purpose

The purpose of recreation leave is to provide staff with the opportunity for a reasonable break from work. Therefore, it is important that staff take leave within a reasonable period of its accrual and that leave planning is an integral part of work planning and task allocation.

8.2.2. Entitlement

Each employee will accrue the equivalent of four weeks, expressed in hours, for each full year worked (pro rata for the first year of service); and the time will be credited at the completion of each calendar month.

Employees may take recreation leave subject to their manager's approval.

8.2.3. Entitlement calculation

Recreation leave credits for all eligible staff will be calculated monthly using the following formula:

$$\frac{A \times B \times 4}{C \times 12}$$

where:

A = the number of hours per week for period

B = the number of calendar days to count as service in period

C = the number of calendar days in the year of service.

Each period of service that has different weekly hours, is to be calculated separately. If separate credits are calculated, all credits are added and expressed as a total number of hours of leave available.

8.2.4. Staff on compensation leave

Where a period of workers' compensation exceeds 45 weeks, further absences on compensation leave will not count as service for the purpose of recreation leave accrual.

8.2.5. Effect of leave without pay

Where leave without pay not to count as service has been granted in the accrual period, recreation leave will be adjusted on the day of accrual as follows:

- where aggregated absences total 30 calendar days or less the recreation leave accrual is not affected
- where aggregated full day absences total more than 30 calendar days the entire period of leave without pay is deducted from the number of calendar days to count as service in the formula at clause 8.2.3
- when leave without pay covers an entire calendar year, no recreation leave credit accrues for that year.

8.2.6. Requirement to take recreation leave

Unused recreation leave will accumulate.

An employee is required to take recreation leave from 1 October each year (or a later date up to 30 November as agreed between an employee and his or her manager) in circumstances where he or she has accumulated more than 300 hours' unused recreation leave credits, as at that date.

8.2.7. Exceptions

In exceptional circumstances, the manager may determine that the date an employee is required to take recreation leave under clause 8.2.6. may be deferred.

8.2.8. Payment in lieu

Payment in lieu of recreation leave is available to staff only when their APS employment is terminated. Calculation of the payment in lieu of recreation leave is to be made in accordance with the provisions outlined in clauses 8.2.9 to 8.2.10.

8.2.9. Payment of recreation leave on termination

Where an employee's employment with the APS is terminated, he or she is to receive payment in lieu of unused recreation leave credits.

8.2.10. Calculation

Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of recreation leave.

8.2.11. Special availability of recreation leave

The use of recreation leave is available where an employee:

- has a long-term illness
- has exhausted all paid personal and miscellaneous leave
- has applied for the recreation leave.

8.3. Personal leave

8.3.1. Accrual – ongoing staff

Upon engagement, an ongoing employee will be credited with personal leave of 18 days. A further 18 days will accrue on completion of each 12-month period of service thereafter.

An ongoing employee will accumulate 18 days personal leave credits at full pay each year without limit throughout the employee's period of employment with PSR.

8.3.2. Accrual – non-ongoing staff

An employee who is engaged on a non-ongoing basis may anticipate four days paid personal leave after two months' employment, and two days per month of employment thereafter until they reach the maximum of 18 days for 12 months of service. On completion of 12 months' continuous service they receive 18 days personal leave credit, to be reduced by the amount of personal leave anticipated in the initial 12-month period, with accrual occurring on the completion of 12 months service thereafter.

8.3.3. Calculation of credits

Credits will be calculated using the following formula:

$$A \times 3.6 = B$$

where:

A = weekly hours on the date of accrual

B = credit

For example, an employee working 20 hours per week would accrue $20 \times 3.6 = 72$ hours personal leave.

Where **leave without pay not to count as service** has been granted in the accrual year, personal leave accrual will be deferred as follows:

- where aggregated full day absences total 30 calendar days or less, the accrual is not affected
- where aggregated full day absences total more than 30 calendar days, the accrual date will be deferred by one calendar month for each calendar day period.

8.3.4. Employees on workers' compensation

An employee receiving workers' compensation for more than 45 weeks will accrue personal leave on the basis of hours actually worked.

8.3.5. Advice to manager

Staff must advise their manager as soon as possible of their absence or their intention to be absent.

8.3.6. Use of leave

It is generally expected that managers will grant personal leave to an employee in the following circumstances:

- where the employee is ill or injured
- to care for members of his or her family or household who are ill, or
- for compelling personal reasons, including family responsibilities.

8.3.7. Family responsibilities

For the purposes of personal leave, 'family responsibilities' means responsibilities of the employee for any person who is clearly dependent on the employee for care, support and attention.

8.3.8. Requests for leave

Employees applying for personal leave, and managers approving personal leave, must have regard for the trust and responsibility given to them by PSR. Reasonable requests for personal leave will be approved.

A manager may seek further information from an employee, where he or she believes:

- information about the employee's condition is needed in order for the manager to comply with PSR's statutory occupational health and safety obligations

- information about the employee's condition would help manage the employee's return to work, or
- the absence is not legitimate.

8.3.9. Medical or other evidence

Unless otherwise agreed by the manager, no more than three consecutive days of personal leave may be taken without satisfactory medical or other evidence.

Certificates from registered medical, dental and allied health practitioners will be accepted for the purpose of personal illness or injury.

Public holiday will not be deducted from the employee's personal leave credits.

8.3.11 Anticipating credits

The Director may approve the anticipation of the next accruing personal leave credit where an employee has exhausted all available paid personal leave.

8.3.10. Conversion of personal leave to half pay

The Director may approve conversion of personal leave to half pay for an employee for a specified absence where warranted.

8.3.11. Unpaid personal leave

The manager may grant unpaid personal leave for caring purposes under the provisions of miscellaneous leave without pay.

Personal leave without pay will generally be granted for personal illness or injury where paid personal leave entitlements have been exhausted. Such leave will count as service for all purposes, subject to the limits described in clauses 8.3.12 to 8.3.16.

8.3.12. Maximum period of personal leave to count as service

The maximum continuous period of personal leave granted due to illness or injury that will count as service is:

- 52 weeks of paid leave, or
- 78 weeks of paid and unpaid leave.

Any further continuous periods of absence due to illness or injury will not count as service, except for long service leave purposes.

8.3.13. Termination of employment – invalidity retirement

An employee will not be retired, nor have their employment terminated, on invalidity grounds before his or her personal leave credits have been exhausted or the 78 weeks have passed, whichever comes first, without their consent.

8.3.14. Reappointment after invalidity retirement

An employee who has his or her APS employment terminated on the grounds of invalidity, and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976* or the *Superannuation Act 1990*, is entitled to be credited with personal leave equal to the balance of personal leave at the time of termination.

8.3.15. Use of personal leave during other forms of leave

An employee who is medically unfit or is required to undertake carer's responsibilities for more than one day while on recreation or long service leave and who produces satisfactory medical evidence, may apply for personal leave. Recreation and long service leave will be re-credited to the extent of the period of personal leave granted.

An employee is unable to access personal leave while on paid maternity leave.

8.3.16. Payment on termination

Unused personal leave will not be paid out on termination of employment.

8.4. Miscellaneous leave

8.4.1. Intention

The intention of miscellaneous leave is to provide flexibility to managers and employees by providing leave that may be made available, either with or without pay, for a variety of purposes.

8.4.2. Granting leave

A manager may grant miscellaneous leave having regard to the operational needs of PSR, including for purposes that the manager considers to be in the interests of PSR.

8.4.3. Conditions

Leave may be granted:

- for the period requested or for another period, as determined by the manager
- with or without pay
- subject to conditions.

8.4.4. Refusal to grant leave

Where leave is refused the manager will advise the employee in writing of the reason for the decision.

8.4.5. Leave with pay

A manager may grant miscellaneous leave with pay in, but not limited to, the following circumstances:

- study directly relevant to PSR's needs
- requirement to undertake jury service
- participation in major international sporting events
- adoption leave
- attendance at Fair Work Australia proceedings arising from industrial disputation
- attendance at short courses directed towards dispute resolution
- attendance at industrial proceedings when summonsed as a witness
- for short-term volunteer purposes.

8.4.6. Extraordinary circumstances

In addition to the circumstances listed in 8.4.5, a manager may grant leave to employees in recognition of extraordinary circumstances. Examples of extraordinary circumstances are the involvement of employees in emergencies, such as bushfires, floods and earthquakes.

8.4.7. Miscellaneous leave for Indigenous employees

PSR recognises the obligations placed on Aboriginal and Torres Strait Islander employees to participate in ceremonial activities and other cultural obligations. To allow Indigenous employees to meet cultural obligations and participate in activities, the following leave is provided:

- two days' leave with pay each year to participate in NAIDOC Week activities or other cultural or ceremonial events under the miscellaneous leave provisions
- three months' unpaid leave each year, under the miscellaneous leave provisions, to fulfil cultural obligations. This leave will not count as service for any purpose.

8.4.8. Leave without pay

A manager may grant miscellaneous leave without pay in, but not limited to, the following circumstances:

- personal and development training
- days of cultural or religious significance for employees
- accompanying a partner on a posting
- non-APS employment or work in the interests of PSR
- for other purposes where other types of paid leave may have been exhausted
- for long-term volunteer purposes.

8.4.9. Not to count as service

In general, miscellaneous leave without pay will not count as service for any purpose. The Director may authorise leave for personal and development training to count for service where this is in the interests of PSR.

8.4.10. Unauthorised absences

Periods of unauthorised absence do not count as service for any purpose. Where an employee is absent from duty without approval or reasonable grounds, all pay and other benefits provided under this Agreement – such as flexitime – will cease to be available until the employee resumes duty or is granted leave. Where flexitime no longer applies, the employee will revert to standard hours.

8.4.11. Community service leave

PSR will provide reasonable periods of paid leave to employees who are members of recognised community service organisations. The leave will be for emergency services responses and reasonable recovery time.

Unpaid leave for ceremonial duties is also available under this clause.

8.4.12. Bereavement and compassionate leave

Employees are entitled to two days paid leave on the occasion of the death, or personal injury or illness posing a serious threat to his or her life, of a member of the employee's family or household, close friend, partner or a person who was clearly dependent on the employee for care, support and attention. Any further period of leave will be determined on a case-by-case basis.

8.4.13. Purchased leave (48/52 Scheme)

Where a manager agrees that an employee participate in the 48/52 Scheme, the employee will be granted from one to four weeks' additional leave without pay per year.

a) Fortnightly deduction

Upon written consent from the employee, an amount will be deducted from the employee's annual salary that will be reflected in their fortnightly salary. The amount deducted will depend on the amount of leave purchased and the employee's salary.

b) Guidelines

Operation of the scheme will be as outlined in PSR policy for additional leave without pay (48/52). This leave will count as service for long service leave calculation purposes.

8.5. Long service leave

Long service leave is available after 10 years' APS employment to enable an extended absence from the workplace, for the purpose of rest, recreation and pursuit of personal interests. Long service leave absences must be taken for a minimum of seven calendar days with the granting of such leave subject to operational requirements.

8.5.1. Accrual

Long service leave will accrue and be available to eligible employees in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

8.5.2. Other leave

Consistent with the aim of reducing personnel transactions, periods of long service leave cannot be broken with any other leave including absences on flex leave, except as provided for by the *Maternity Leave (Commonwealth Employees) Act 1973* and the personal leave provisions of this Agreement.

8.6. Parental leave

8.6.1. Statutory paid maternity leave

a) Entitlement

Eligible employees are entitled to maternity leave in accordance with the operation of the *Maternity Leave (Commonwealth Employees) Act 1973*.

b) Half pay option

Paid maternity leave available to eligible employees under the *Maternity Leave (Commonwealth Employees) Act 1973* may be spread over a period of up to 24 weeks at a rate of half normal salary. No more than 12 weeks' leave will count as service.

8.6.2. Additional paid maternity leave

a) Entitlement

Immediately following completion of paid maternity leave granted under the *Maternity Leave (Commonwealth Employees) Act 1973* an employee is entitled to an additional two weeks' paid leave, which counts as service for all purposes.

b) Half pay option

Additional paid maternity leave may be spread over a period of up to four weeks at a rate of half normal salary. No more than two weeks' leave will count as service.

c) Interaction with other leave

An employee who has taken a period of maternity leave may access annual leave and long service leave on full or half pay after completion of the paid maternity leave.

8.6.3. Personal leave while on unpaid maternity leave

Subject to provision of satisfactory medical evidence, paid personal leave may be granted during periods of unpaid maternity leave where an employee is found to be unfit for duty.

8.6.4. Paid parental leave

a) Entitlement

Within 12 months of the birth or adoption of a child, an employee who is the child's non-primary caregiver and stands in a domestic or household relationship with the child is entitled to be granted two weeks' paid parental leave. In special circumstances a manager may approve leave for a non-primary caregiver not residing with the child.

b) Half pay option

Paid paternity leave may be spread over a period of up to four weeks at a rate of half normal salary. No more than two weeks' leave will count as service.

8.6.5. Parental leave without pay

An employee may be granted parental leave without pay under the miscellaneous leave provisions following the birth or adoption of a child.

8.7. Support for Defence Reservists

PSR will provide employees who are Defence Reservists with leave to undertake peacetime training and deployment under the following conditions:

- up to four weeks' leave on full pay each year while undertaking Defence service
- up to two weeks' additional paid leave to allow for attendance at recruit and/or initial employment training
- additional leave for Defence service, either on a paid, unpaid or top-up pay basis subject to the Director's approval
- Defence leave entitlements may be accumulated and taken over a two-year period
- paid leave for Defence service will count as service for all purposes

- unpaid leave for Defence service will count as service for all purposes except recreation leave
- provide Reservists with continued access to other components of their remuneration package; for example, superannuation (subject to the rules of the CSS, PSS and Military Superannuation and Benefits Scheme), studies assistance, salary increases during periods of Defence service.

8.8. War service sick leave

8.8.1. Entitlement

Staff will generally be granted war service sick leave while unfit for duty because of a war-caused condition.

8.8.2. Meaning of war-caused condition

A war-caused condition means an injury or disease of a member of staff that has been determined under the *Veteran's Entitlements Act 1986* to be war-caused or defence-caused.

8.8.3. Credit

Eligible staff will accrue a credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

9. Redeployment and redundancy

9.1. Excess employees

9.1.1. Definition

The Director will deem an employee to be 'excess' when:

- they are included in a group of employees in PSR, comprising a greater number than is necessary for the efficient and economical working of PSR
- due to technological or other changes in the work methods of PSR, or changes in the nature, extent or organisation of the functions of PSR, the services of the employee cannot be effectively used, or
- the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality and the Director has determined that the provisions of this clause may apply to that employee.

9.1.2. Australian Public Service Commissioner's powers

The Australian Public Service Commissioner may, by direction in writing, move any excess APS employee (at or below their classification level) to another department without anyone's consent.

This power is expected to be used only in exceptional circumstances where the Commissioner is satisfied that it is in the interest of the APS to do so and the employee's suitability is demonstrated.

Where the Australian Public Service Commissioner moves an employee to PSR, the Director will assign duties to that employee.

9.1.3. Director's powers

The Director's powers under the *Public Service Act 1999*, with regard to excess employees, allow him to:

- reassign duties to an employee within PSR and determine the place at which the duties are performed
- reduce the classification level of an employee on the grounds that the employee is excess to the requirements of PSR at the higher classification level
- move an ongoing employee (with their consent) to PSR from another agency
- terminate the employment of an ongoing employee on the grounds that the employee is excess to the requirements of PSR. Such a termination must be notified in the Gazette.

9.1.4. Timely advice

When the Director becomes aware that an employee is likely to become excess, he will advise the employee.

9.1.5. Option discussions

The Director will hold discussions with potentially excess employees to consider:

- redeployment opportunities for the employee(s) concerned
- whether voluntary retrenchment might be appropriate.

9.1.6. Referral to employee representative

The situation of an employee identified as potentially excess will, at their request, be referred to their employee representative for consideration.

Unless a lesser period has been agreed between the Director and the employee(s) or a representative nominated by the employee(s), the Director will not:

- invite the employee to accept an offer of voluntary retrenchment, or
- advise that employee in writing that they are excess

within one month of the employee being advised in writing of the excess employee situation.

9.1.7. Expression of interest in voluntary retrenchment

The Director may, before the conclusion of these discussions, invite employees who are not potentially excess to express an interest in voluntary retrenchment, where those retrenchments would permit redeployment of employees who are potentially excess. The Director will not advise an employee that he or she is excess until the discussions referred to in clause 9.1.6 have occurred.

9.1.8. Employees excluded

These redeployment, reduction and retrenchment provisions do not apply to:

- an employee whose period of probation has not been finalised, or
- non-ongoing employees.

9.2. Voluntary retrenchment

9.2.1. Election to take voluntary retrenchment

Where the Director invites an excess employee to do so, the employee will have one month to elect to take voluntary retrenchment. The Director will not give notice of retrenchment before the end of that period or until such election is received (where the election is received before the end of that period). An excess employee is eligible to receive only one voluntary retrenchment offer during any redundancy process.

9.2.2. Information to employees

Where an employee has not already received the following information within that month, he or she must be given access to information on the:

- amounts of severance pay, pay in lieu of notice and paid up leave credits
- amount of accumulated superannuation contributions
- options open to the employee concerning superannuation
- taxation rules applying to the various payments.

9.2.3. Financial assistance

Employees considering voluntary retrenchment will also be given access to financial assistance up to a maximum of \$600 (inclusive of GST) for financial counselling, and a further \$600 (inclusive of GST) for career counselling where such career counselling is not otherwise provided through PSR's external Employee Assistance Program.

9.2.4. Period of notice

Where the employee agrees to be voluntarily retrenched and the Director approves his or her retrenchment, the required notice of retrenchment will be given. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years' continuous service).

9.2.5. Payment in lieu of notice

Where an employee terminates employment or has their employment terminated at the beginning of, or within, the notice period, he or she will receive payment in lieu of notice for the unexpired portion of the notice period.

9.2.6. Severance benefit

An employee who agrees to be voluntarily retrenched and whose employment is terminated by the Director under section 29 of the *Public Service Act 1999* on excess grounds is entitled to be paid a severance benefit of a sum equal to two weeks salary for each completed year of service, plus a pro rata payment for completed months of service since the last completed year of service with the minimum sum payable being four weeks' salary and the maximum being 48 weeks' salary.

Any severance benefit payable is subject to any minimum amount the employee is entitled to under the National Employment Standards.

9.2.7. Earlier periods of service

For earlier periods of service to count there must be no breaks between the periods of service, 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, or
- the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*.

9.2.8. Service for severance benefit purposes

Having regard to clause 9.2.7, and subject to clauses 9.2.9 and 9.2.10, service for severance benefit purposes means:

- service in PSR
- government service, as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*
- 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
- service with the Australian Defence Forces
- APS service immediately preceding deemed resignation under the then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*, if the service has not previously been recognised for redundancy pay purposes
- service in another organisation where an employee was transferred from the APS to that organisation with a transfer of function; or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

9.2.9. Service not to count

Having regard to clause 9.2.8, any period of service which ceased:

- through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - the employee lacks, or has lost, an essential qualification for performing his or her duties
 - non-performance, or unsatisfactory performance, of duties
 - inability to perform duties because of physical or mental incapacity
 - failure to satisfactorily complete an entry level training course
 - failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*, or
 - a breach of the APS Code of Conduct, or

- on a ground equivalent to a ground listed above under the repealed *Public Service Act 1922*
- through voluntary retrenchment at or above the minimum retiring age applicable to the employee, or
- with the payment of a redundancy benefit or similar payment or an employer-financed retrenchment benefit

will not count as service for severance benefit purposes.

Absences from work, which do not count as service for any purpose, will not count as service for severance benefit purposes.

9.2.10. Part-time service

The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years' full time service.

9.2.11. Severance benefit – rate of payment

For the purpose of calculating any payment under clause 9.2.6, salary will include:

- the employee's salary, or
- the salary of the higher position, where the employee has performed duties at the higher level for a continuous period of at least 12 months immediately preceding the date on which he or she is given notice of retrenchment, and
- other allowances in the nature of salary which are paid during periods of recreation leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with performance of duty.

9.3. Involuntary retrenchment

9.3.1. Retention periods

Unless the employee agrees, an excess employee who does not accept an offer of voluntary retrenchment, will not be involuntarily retrenched until the following retention periods have elapsed:

- 13 months where an employee has 20 or more years of service or is over 45 years of age, or
- 7 months for other employees.

Subject to the relevant provisions of the *Fair Work Act 2009* or regulations made under that Act, where an employee elects retention, this period will be reduced by an amount equivalent to any National Employment Standards redundancy payment which would be paid on termination of employment.

9.3.2. Retention period commences

The retention period will commence on the earlier of the following:

- the day the Director advises the employee in writing that he or she is an excess employee, or

- one month after the day on which the Director invites the employee to elect to be voluntarily retrenched.

9.3.3. Redeployment attempts

During a retention period the Director will continue to provide appropriate training and take all reasonable steps to find alternative employment for the excess employee, including consideration of options such as reduction of classification.

9.3.4. Extension due to illness

The retention period will be extended by periods of leave for personal illness or injury, where supported by acceptable medical evidence.

9.3.5. Travel expenses incurred

The excess employee may request assistance in meeting travel and incidental expenses incurred in seeking alternative employment.

9.3.6. Retrenchment during retention period

Where the Director believes there is insufficient productive work available for an excess employee during the retention period, the Director may, with the agreement of the employee, retrench the employee and pay the balance of the retention period as a lump sum.

Any lump sum payable will be reduced by an amount equivalent to the employee's entitlement to redundancy pay under the National Employment Standards.

9.3.7. Must receive offer of voluntary retrenchment

An excess employee will not be retrenched involuntarily where the employee:

- has not been invited to elect to be voluntarily retrenched, or
- has elected to be voluntarily retrenched but the Director has refused to approve it.

9.3.8. Notice period

An excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that he or she will be involuntarily retrenched. Wherever possible, the notice period will be concurrent with the retention period.

9.4. Reduction in classification

9.4.1. Redeployment options

During a retention period the Director:

- will continue to take reasonable steps to find alternative employment for the excess employee, and/or
- may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee.

9.4.2. Income maintenance

Where an excess employee is reduced in classification before the end of the appropriate retention period, he or she will continue to be paid at their previous level for the balance of the retention period.

10. Workplace participation and fairness

10.1. Consultation

In making decisions that affect employees, PSR will consult with employees and, where they so choose, their representatives. Consultation means providing affected employees and, where they so choose, their representatives with access to relevant information and a genuine opportunity to influence the decision maker and contribute to the decision-making process before a decision is made.

10.2. Consultation term

This term applies if:

- the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise, and
- the change is likely to have a significant effect on employees of the enterprise.

The employer must notify the relevant employees of the decision to introduce the major change.

The relevant employees may appoint a representative for the purposes of the procedures in this term.

If:

- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
 - the employee or employees advise the employer of the identity of the representative
- the employer must recognise the representative.

As soon as practicable after making its decision, the employer must:

- discuss with the relevant employees:
 - the introduction of the change, and
 - the effect the change is likely to have on the employees, and
 - measures the employer is taking to avert or mitigate the adverse effect of the change on the employees, and
- for the purposes of the discussion — provide, in writing, to the relevant employees:
 - all relevant information about the change including the nature of the change proposed, and
 - information about the expected effects of the change on the employees, and
 - any other matters likely to affect the employees.

However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

In this term, a major change is *likely to have a significant effect on employees* if it results in:

- the termination of the employment of employees, or
- major change to the composition, operation or size of the employer's workforce or to the skills required of employees, or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure), or
- the alteration of hours of work, or
- the need to retrain employees, or
- the need to relocate employees to another workplace, or
- the restructuring of jobs.

In this term, *relevant employees* means the employees who may be affected by the major change.

10.3. Review of decisions

10.3.1. Commitment

PSR's Fair Treatment and Review of Actions policies maintain and apply a fair treatment system complementing the Public Service Act's Review of Actions provisions and the Dispute Resolution procedures in this Agreement.

10.3.2. Public Service Act and Regulations

The *Public Service Act 1999* and *Public Service Regulations 1999* make provision for review of actions. This Agreement does not alter the right of an employee to seek review under those provisions.

Where an employee raises a matter for resolution, which is consistent with the issues contemplated by the review of actions provisions, the matter will be dealt with under those provisions rather than the dispute process outlined at 10.3. However, the Executive Officer should be given the opportunity to review and decide on the matter before a formal request for review of actions is lodged.

10.3.3. Mediation

In dealing with a matter under the review of actions framework, the Director and the affected employee may agree to mediation as described in 10.3.

10.4. Dispute resolution procedure

10.4.1. Employee and manager responsibility

The parties to the Agreement recognise that employees and managers have a mutual responsibility to work cooperatively to resolve disputes over matters covered by this Agreement, as far as is practicable at the workplace level. Accordingly, the parties commit to:

- promptly address disputes over matters covered in this Agreement as they arise in accordance with the procedures set out in this section
- discuss those disputes in an open and honest way
- provide information and explanation, consultation, cooperation and negotiation
- seek to resolve those disputes wherever possible without recourse to third parties and at the lowest practicable level by managers and employees.

10.4.2. Work to continue

The parties agree that work will continue while the dispute resolution procedure is applied. In instances where a genuine safety issue is involved, employees will not be required to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved.

10.4.3. Employee representation during dispute resolution

Throughout the dispute resolution procedure outlined in this section an employee or group of employees may choose to be represented by a nominated person, including employee representatives, to facilitate resolution. An employee or group of employees who makes such a choice will inform their manager and/or any other relevant level of management of their choice. A manager must not refuse to deal with a nominated representative. Where employees choose to be represented, the nominated person may represent the person in relation to the dispute at the workplace level, in mediation and in proceedings before Fair Work Australia.

10.4.4. Referral to mediation

The parties to the dispute may agree to refer a matter in dispute to an agreed mediator.

10.4.5. Independent mediator

The person or organisation to provide mediation must be agreed by all parties to the dispute, and must have the appropriate independence and competence to fulfil this role.

Proposed mediators are to provide their credentials to all parties to the dispute before a decision is made to engage the mediator.

10.4.6. Costs of mediation

PSR will bear the costs incurred for mediation services.

10.4.7. Referral to Fair Work Australia

After mediation, any party may refer any unresolved issue relating to the notified dispute to Fair Work Australia.

Fair Work Australia is empowered to conciliate and arbitrate to settle matters in dispute provided the dispute process as outlined in this section has been adhered to, or otherwise as agreed by the parties.

10.5. Reasonable adjustment

The principle of reasonable adjustment requires the Director to take appropriate steps to make changes in the workplace to enhance the capacity of employees to do their jobs. Changes may involve redesign of job duties, working arrangements and work organisation in consultation with the manager and other team members.

PSR will ensure that all technology is inclusive and that employees with disabilities are included in the planning and testing of all new computer software. When new technology is introduced, PSR will ensure the appropriate training is provided to all employees, including meeting the training needs of employees with disabilities. PSR will where possible endeavour to provide assistive technology to those employees who have been assessed as requiring such technology.

10.6. Workplace harassment

Responsibilities relating to workplace harassment include:

- the Director and managers are accountable for people management, including prevention of harassment
- all managers are to be familiar with, and play a key role in actively promoting and supporting, PSR policy and strategies for dealing with harassment
- the role of managers is to advocate and explain the standards of behaviour expected of employees and to be mindful of the need to model these standards in their own behaviour
- individual employees have responsibility for:
 - preventing workplace harassment
 - ensuring their own behaviour meets acceptable standards
 - contributing to a productive work environment.

PSR will continue to support Workplace Harassment Contact Officers in their role of supporting all employees.

Attachment 1: Salary tables – APS salary structure

Level	Current remuneration policy rates \$	4.0% ** increase at commencement \$	3.5% increase at 1/07/10 \$	3.0% increase at 1/07/11 \$
APS3.1	46 718	48 587	50 287	51 796
APS3.2	48 044	49 966	51 715	53 266
APS3.3	49 556	51 538	53 342	54 942
APS3.4	51 672	53 739	55 620	57 288
APS4.1	52 826	54 939	56 862	58 568
APS4.2	54 287	56 458	58 435	60 188
APS4.3	55 945	58 183	60 219	62 026
APS4.4 □	□	58 980	61 045	62 876
APS5.1	57 479	59 778	61 870	63 727
APS5.2	59 049	61 411	63 560	65 467
APS5.3	60 795	63 227	65 440	67 403
APS6.1	63 671	66 218	68 535	70 592
APS6.2	66 759	69 429	71 859	74 015
APS6.3	70 253	73 063	75 620	77 889
APS6.4	71 588	74 452	77 057	79 369
APS6.5 □	□	77 790	80 513	82 928
EL1.1	78 009	82 521	85 409	87 971
EL1.2	82 199	86 878	89 919	92 617
EL1.3	85 847	90 672	93 846	96 661
EL1.4 □	□	92 273	95 503	98 368
EL2.1	88 925	93 730	97 011	99 921
EL2.2	93 799	98 799	102 257	105 325
EL2.3	102 290	107 630	111 397	114 739
EL2.4	105 720	111 197	115 089	118 541
EL2.5 □	□	114 764	118 781	122 344

Notes: □ Additional pay points. □□ EL1 and EL2 rates at commencement include the realignment amounts at clause 5.2.7

**Professional Services Review
Enterprise Agreement 2009-2012**

Formal Acceptance

By signing below the parties to this Agreement signify their agreement to its terms:



For and on behalf of Professional Services Review

Date: 21/9/09



For and on behalf of Professional Services Review employees

Date: 21-9-09



For and on behalf of Professional Services Review employees

Date: 21/09/09