



**Australian Government**

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**National Water Commission**

**National Water Commission**  
**Collective Agreement**  
**2008-2012**

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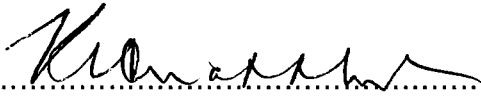
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# FORMAL ACCEPTANCE OF THE COLLECTIVE AGREEMENT 2008-2012

By signing below, the parties to this Agreement signify their acceptance of its terms and conditions.

for the Commonwealth

  
.....  
Ken Matthews AO  
Chief Executive Officer


.....18/12/2008

for Communications and Stakeholder Engagement Team staff

  
.....  
Margaret Day


.....18/12/2008

for Corporate Management Team staff

  
.....  
Danna Vinicombe

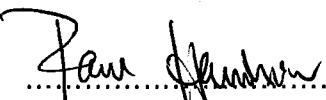
.....18/12/2008

for Water Markets and Assessment Group staff

  
.....  
Wilf Finn


.....19/12/2008

for Water Reform Group staff

  
.....  
Paul Handscombe

.....18/12/2008

for Water Science Group staff

  
.....  
Peter Hyde

.....18/12/2008

## GENERAL MATTERS

### 1. Title

1.1 This Agreement shall be known as the National Water Commission Collective Agreement 2008-2012.

### 2. Authority

2.1 This Agreement is made under section 327 of the *Workplace Relations Act 1996*.

### 3. Purpose

3.1 The purpose of this Agreement is to enable all parties to work mutually towards the achievement of the prime functions of the National Water Commission (the Commission).

3.2 This Agreement sets out the terms and conditions of employment of staff who are bound by this Agreement.

3.3 The principles underlying this Agreement are:

- (a) developing flexible work arrangements enabling a balance between work and personal responsibilities
- (b) identifying and developing cost effective and innovative strategies to meet the ongoing and future needs of the Commission in a competitive and global environment, in order to meet best practice objectives
- (c) maintaining operational flexibility to ensure the delivery of high quality service
- (d) supporting and encouraging staff access to learning and development opportunities to enhance their contribution to the Commission in achieving its goals
- (e) focussing on creating an environment which provides high quality service by ensuring that individuals and teams share a common purpose, and
- (f) actively seeking ways to continually improve work practices and to ensure that individuals are treated equitably and fairly.

3.4 The productivity initiatives that underpin this Agreement include:

- a collective agreement operating for four years
- an increase in actual hours of duty to 38 hours per week
- reduced travel costs and carbon footprint through the use of video conferencing and travel bundling
- the introduction of a web-based travel booking system, and
- commitments in individual Work and Learning Plans to specific deliverables for continuous improvement of the Commission's operations.

#### **4. Coverage**

4.1 The persons bound by this Agreement are:

- the Chief Executive Officer (CEO) of the Commission (on behalf of the Commonwealth), and
- the staff of the Commission employed under the *Public Service Act 1999* whose employment is covered by this Agreement.

4.2 This Agreement covers the terms and conditions of ongoing and non-ongoing staff of the Commission but does not include:

- substantive Senior Executive Service staff of the Commission, or
- persons whose salary is paid by another employer or government agency.

#### **5. Commencement and Duration**

5.1 This Agreement will commence seven days after receipt of advice from the Workplace Authority that this Agreement has passed the no-disadvantage test.

5.2 The nominal expiry date of this Agreement is 30 June 2012.

#### **6. Operation**

6.1 The parties to this Agreement agree that this Agreement is a closed agreement in settlement of all matters for its duration. No party to this Agreement may make any extra claims that would affect the terms and conditions of employment under this Agreement.

6.2 The parties acknowledge that employment is subject to the provisions of legislation (including regulations and instruments made under the Acts) including but not limited to:

- *Administrative Decisions (Judicial Review) Act 1977*
- *Long Service Leave (Commonwealth Employees) Act 1976*
- *Maternity Leave (Commonwealth Employees) Act 1973*
- *Occupational Health and Safety Act 1991*
- *Public Service Act 1999*
- *Safety, Rehabilitation and Compensation Act 1988*
- *Superannuation Act 1976*
- *Superannuation Act 1990*
- *Superannuation Act 2005*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990*
- *Superannuation (Productivity Benefit) Act 1988*
- *Superannuation Guarantee (Administration) Act 1992*, and
- *Workplace Relations Act 1996*.

6.3 Various employment provisions contained in this Agreement are administered in conjunction with Commission guidelines, policies and procedures. The guidelines, policies and procedures do not form part of this Agreement and, if there is any conflict, this Agreement will prevail over the guidelines, policies and procedures.

## **7. Consultation and Communication**

- 7.1 The Commission is committed to consulting with all staff members on matters affecting the workplace and the operation of this Agreement.
- 7.2 To facilitate communication, consultation and co-operation with staff on matters affecting the workplace and the operation of this Agreement, the Commission will:
- establish a Workplace Consultative Committee (WCC)
  - maintain direct discussions with staff , and
  - provide staff with reasonable time and resources to discuss the matters affecting them.
- 7.3 The WCC will be responsible for advising the CEO on matters arising from the operation of this Agreement. It will consist of:
- a staff representative from each functional work group
  - the CEO or their representative, and
  - a representative from human resources.
- 7.4 The WCC will meet up to four times per year, or more frequently if necessary, and will provide minutes of its meetings to staff through either email or an intranet.

## **8. Dispute Resolution**

- 8.1 It is recognised that disputes may arise in relation to matters covered by this Agreement. Reflecting the principal object of the *Workplace Relations Act*, it is agreed that the parties to such a dispute (including matters about implementation, interpretation or application of this Agreement) will work co-operatively towards a prompt resolution at the workplace level. The parties to this Agreement agree that they are responsible for taking reasonable and genuine action within the Commission to prevent or settle disputes by early and timely discussion and consultation.
- 8.2 The dispute resolution procedures for this Agreement are set out below. In the application of these procedures in relation to a particular dispute, a party to this Agreement may, where they choose, be assisted or represented by a person of their choice at any stage during the dispute.
- 8.3 Where workplace disputes occur, work will continue in accordance with established custom and practice while the procedures for resolution are applied. If a genuine safety issue is involved, staff will not be required to work in an unsafe environment, but will undertake suitable alternative work, if available, until the environment is declared safe by an appropriate person or body.
- 8.4 The procedures for the prevention and settlement of workplace disputes are as follows:
- (a) the staff member(s) will discuss the matter with their manager
  - (b) if the dispute is not resolved at the first level, further discussion involving more senior levels of management will be held
  - (c) a manager may refer the dispute to the appropriate level of management if that level of management has been by-passed. If the dispute relates to the behaviour of a particular manager, the matter will not be referred to that manager for resolution

- (d) where the matter remains unresolved after being dealt with under the subclauses 8.4(a) to 8.4(c), the parties to the dispute may elect to undertake a mediation process. Where this is the case, the mediation will only proceed where both parties to the dispute agree on the mediator to be appointed. The costs of engaging the independent mediator will be met by the Commission
- (e) where the dispute is not resolved by mediation, either party to the dispute may, after giving notification to the other, refer the dispute to:
  - (i) the Australian Industrial Relations Commission (AIRC); or
  - (ii) a body or person other than the AIRC on such terms as may be agreed by both parties to the dispute.
- (f) the AIRC or any other body or person to whom a dispute is referred under subclause 8.4(e) shall have regard to whether the parties to the dispute have complied with the procedures set out in clauses 8.1 to 8.4 and must not attempt to determine a dispute unless they are satisfied that there is no reasonable prospect for settling the dispute by mediation under subclause 8.4(d), and
- (g) subject to subclause 8.4(f), the AIRC is empowered to determine the matter to the extent that it relates to the application, implementation or interpretation of this Agreement

8.5 For the purposes of subclause 8.4(e), the AIRC may, unless otherwise agreed in writing by the parties to a particular dispute, do all things necessary for the just resolution or determination of the dispute and may conduct any or all of the following dispute resolution processes to assist the parties to resolve the dispute:

- (a) conferencing
- (b) mediation
- (c) assisted negotiation
- (d) neutral evaluation
- (e) case appraisal, which may include proposing to the parties that the dispute be referred to another forum which in the view of the AIRC is better suited to resolving the dispute
- (f) conciliation, or
- (g) arbitration.

8.6 If arbitration is necessary, the AIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which the AIRC considers are necessary to make the arbitration effective, such as:

- (a) conduct a hearing
- (b) take evidence on oath or affirmation
- (c) require to appear before it any party to the dispute, witnesses or persons whose presence the AIRC believes would assist in the resolution of the dispute
- (d) compel the production of documents and/or materials (belonging to the parties) that relate to the dispute
- (e) give directions in relation to procedural matters arising in the dispute resolution process
- (f) hold a ballot of affected staff where in the opinion of the AIRC such a ballot may assist in the resolution of the dispute, and
- (g) have recorded and transcribed proceedings before the AIRC.

- 8.7 In carrying out arbitration, the AIRC will:
- (a) act according to equity, good conscience and the merits of the case without regard to technicalities and legal form
  - (b) apply the rules of natural justice and ensure the parties to the dispute have a reasonable opportunity to be heard, and
  - (c) have regard to its established principles and precedent decisions for dealing with disputes, including any precedent decisions in relation to the interpretation and application of this Agreement.
- 8.8 Subject to any appeal, any decision or direction the AIRC makes in relation to a dispute will be accepted by all affected persons, and the parties to the dispute will agree to comply with any direction or decision, be it final or procedural.

## **9. Review of Workplace Decisions**

- 9.1 Under section 33 of the *Public Service Act*, a staff member may seek a review of decisions or actions that affect his or her individual employment. Details are contained in the Commission's Review of Workplace Decisions Policy.
- 9.2 Where the right of review provided by section 33 of the *Public Service Act* and Part 5 of the *Public Service Regulations* is exercised, and does not fail for want of jurisdiction, the staff member will have no right of review with respect to that matter under clause 8 of this Agreement.

## **10. Delegations**

- 10.1 The CEO may delegate to or authorise a person to perform any of the CEO's powers or functions under this Agreement. Details are contained in the Commission's Human Resource Delegations Manual.

# **WORKPLACE MATTERS**

## **11. Values and Culture**

- 11.1 Staff agree to perform their duties in a proper, efficient and effective manner to ensure the Commission's goals are met:
- (a) during normal Commission business hours and at other times as may be reasonably necessary for the performance of their duties
  - (b) anywhere within Australia or overseas as may be required by the Commission
  - (c) in accordance with directions and the Commission's policies and procedures as varied from time to time, and
  - (d) in compliance with the Australian Public Service Values and Code of Conduct.
- 11.2 In addition to the Australian Public Service Values and Code of Conduct, the Commission has internal values which guide staff in the way services are provided to clients. They are:
- Rigour - assessments and advice are robust and evidence-based.
  - Transparent - application processes are consistent, clear and provide for relevant feedback.

- Collaborative - staff are outward looking, responsive and take client and stakeholder issues seriously.
- Motivated - staff are positive and constructive in outlook and inspire active contributions by others.
- Decent - staff are courteous, civil, respectful, honest and open to other viewpoints.
- Decisiveness - staff are proactive, outcome orientated and deliver what is promised in a timely manner.

11.3 Staff also agree to contribute positively to a safe and satisfying work environment in the Commission; deal decently with their Commission colleagues; and seek to foster team morale and mutual personal support to the benefit of Commission operations.

11.4 Managers will be responsible for the effective, efficient and ethical management of their team and will be expected to provide leadership and management to that team so that it can assist the achievement of the Commission's goals.

## **12. Performance Management**

12.1 Staff who are employed for a period of three months or more agree to enter into a performance agreement through an individual Work and Learning Plan. The assessment period will be from 1 September to 31 August of the following year. Details on the administration of the performance management scheme are contained in the Commission's Performance Planning and Review Policy.

12.2 To assist in achieving productivity improvements during the course of this Agreement, each performance agreement will be completed by 30 September and include some deliverables aimed at specific productivity improvement which can be achieved during the assessment period.

12.3 Performance agreements will identify the development needs of staff as agreed with their manager. The Commission aims to provide access to development opportunities consistent with those needs and in accordance with Commission's Learning and Development Procedures.

12.4 Should an issue of under-performance or a possible breach of the Code of Conduct occur, details on the management arrangements to deal with such matters are contained in the Commission's Performance Planning and Review Policy and Code of Conduct policies.

## **13. Education Assistance**

13.1 Subject to maintaining acceptable academic and work performance levels, staff will be provided assistance to obtain tertiary qualifications as approved by the CEO.

13.2 The assistance provided by the Commission may consist of:

- partial payment of tertiary education fees associated with units undertaken each semester
- partial reimbursement of the costs associated with text books for the relevant units, and
- leave to attend lectures, tutorials and exams.

Details on the administration of education assistance are contained in the Commission's Learning and Development Procedures.

13.3 Any requests for assistance above these levels may be referred to the CEO for consideration.

#### **14. Employee Assistance Program**

14.1 Staff may access the Commission's employee assistance program on a self-referral basis, at no cost to themselves. The program offers a confidential, professional counselling service to assist staff members with personal problems or issues affecting their work performance or that are causing other problems within the workplace.

#### **15. Vehicle Parking Arrangements**

15.1 Staff may, subject to the Commission's Parking Policy, access a vehicle parking space at the Commission's office at 95 Northbourne Avenue. The Commission will pay the lease and Fringe Benefits Tax expenses associated with the parking space. Staff will be liable for any other expenses that may arise from their use of the parking space.

15.2 The CEO will review the Parking Policy and access arrangements periodically and determine whether the policy and arrangements are to continue, based on:

- operational requirements
- ease of administration, and
- staff member acceptance of the policy and arrangements.

#### **16. Domestic Travel**

16.1 Accommodation of a reasonable standard will be provided at Commission expense for staff travelling on official business overnight.

16.2 Where staff are travelling on official business overnight, the reasonable cost of their meals will also be covered by the Commission and they may receive an advance of \$20 per overnight stay to cover incidental expenses.

16.3 Staff will be issued with a Government credit card to cover the expenses associated with their official travel.

16.4 Government credit cards when used for travel purposes must be used strictly in accordance with the Commission's Chief Executive Instructions.

16.5 Where staff are provided with meals at Commonwealth expense or hosted by other organisations, other than while they are in transit, they will not be entitled to charge costs for meals purchased in place of the meals provided on their Government credit card.

16.6 When staff stay overnight for business purposes, they will be entitled to reasonable travel between their temporary place of employment and the place of their accommodation at the Commission's expense, as contained in the Commission's Chief Executive Instructions.

16.7 Staff are not entitled to claim spouse accompanied travel.

16.8 Where staff are required to travel frequently, with the approval of the CEO they may acquire airline club membership at the Commission's expense. Details of the frequency of travel necessary to acquire club membership at Commission expense are contained in the Commission's Travel Policy.

## **17. Overseas Travel**

- 17.1 Where staff are required to undertake official business overseas, they will use a Government credit card to cover their travel related expenses, and will also receive an acquittable advance of \$50 per day to cover their expenses where a Government credit card is not accepted.
- 17.2 Conditions relating to overseas travel are contained in the Commission's Chief Executive Instructions.

## **18. Frequent Flyer Points**

- 18.1 In accordance with the Commission's Chief Executive Instructions, frequent flyer points accumulated as a result of travel on official business can be used only for official business purposes and not private purposes.

## **19. Temporary Relocation Assistance**

- 19.1 Where a staff member is required to perform duty interstate for a period of between 21 days and three months, the staff member and the CEO will negotiate an agreed package of assistance to meet the additional costs incurred as a result of being temporarily relocated.

## **20. Mobile Phones**

- 20.1 A mobile phone may be provided to a staff member at the Commission's expense at the discretion of the CEO. Where a Commission mobile phone has been issued to a staff member, they may use the mobile phone for incidental personal use. Details on mobile phone usage are contained in the Commission's Mobile Phone Policy.
- 20.2 At the discretion of the CEO, staff may also be reimbursed for the cost of calls made on a privately owned mobile while performing duties on behalf of the Commission.

## **21. Flexibility Arrangements**

- 21.1 To assist in the attraction and retention of staff, the CEO and an individual staff member may reach an agreement on specific terms and conditions of employment that are more favourable than the terms and conditions listed in this Agreement.
- 21.2 Any agreement made under clause 21.1 will be provided to the relevant staff member in writing and a copy will be held with their personnel records.

## **HOURS OF DUTY**

### **22. Ordinary Hours of Duty**

- 22.1 The ordinary hours of duty per week are 38 hours in recognition of the additional leave provided in clause 28.1 and the salary increases provided in clause 40. The standard hours of duty over a four week settlement period will be 152 hours.
- 22.2 Standard daily hours of work are 7 hours and 36 minutes between 7.00 am and 7.00 pm, Monday to Friday.

- 22.3 Staff at or below the APS 6 level must record their attendance on a timesheet approved by their manager.
- 22.4 Staff and their managers will discuss and agree on how they will manage attendance at work, including access to flex-time and time off in lieu, to meet the operational requirements of the Commission.
- 22.5 A staff member will be available to meet any reasonable requests to work outside their agreed pattern of work.
- 22.6 Other than in exceptional circumstances, staff will not be expected to work more than ten hours on any one day nor for more than five consecutive hours without taking a break of at least thirty minutes.
- 22.7 Standard attendance is from the hours of 8:30 am to 12:30 pm and 1:30 pm to 5:06 pm. Standard attendance will apply where:
- (a) staff and their manager cannot agree on a pattern of hours, or
  - (b) a manager considers that the staff member's attendance is unsatisfactory or that the staff member is misusing flexible working hours.

### **23. Flexible Working Hours**

- 23.1 Staff employed at APS levels 1 to 6 will normally work flexible hours (flextime). Access to flex-time will be at the discretion of their manager.
- 23.2 The flextime settlement period is a period of four weeks.
- 23.3 The maximum flextime credit that can be accumulated and carried over into the next period is 40 hours. In special circumstances, managers may approve the carry-over of a higher amount.
- 23.4 The maximum flextime debit that can be accumulated and carried over into the next period is 15 hours. Any amount in excess of a 15 hour debit will be recovered as a deduction from the staff member's salary.
- 23.5 On ceasing employment with the Commission, a flextime credit cannot be paid out but a flextime debit will be treated as leave without pay and deducted from the staff member's final fortnightly salary.
- 23.6 Executive Level (EL) 1 and EL 2 staff members may access flexible working arrangements, with the agreement of their manager, to provide for work /life balance situations.
- 23.7 Details on the administration of flextime, flexible working arrangements and time off in lieu are contained in the Commission's Hours of Duty/Leave Policy.

### **24. Part-time Employment**

- 24.1 Subject to the agreement of the CEO, staff may enter into regular part-time working arrangements. Employment on a part-time basis is when approved hours of duty are less than 38 hours per week.
- 24.2 Remuneration, annual leave and personal leave for part-time staff will be calculated on a pro-rata basis.

24.3 Under normal part-time work arrangements, a staff member will revert to full-time work at the end of the agreed period unless a renewal of part-time employment is approved. Subject to the availability of appropriate duties and the agreement of their manager, a staff member may revert to full-time work before the end of the agreed period.

24.4 Details on the administration of part-time employment are contained in the Commission's Hours of Duty/Leave Policy.

## **25. Home-based Work Arrangements**

25.1 By agreement with their manager, a staff member may work from home, either on a temporary basis or an ongoing casual (after-hours) basis.

25.2 In these instances, the Commission will meet the reasonable cost of supplying and maintaining equipment and materials necessary for the staff member to work at home.

25.3 Details on home-based work arrangements are contained in the Commission's Home-based Work Policy.

## **LEAVE**

### **26. Working Arrangements**

26.1 For the purposes of calculating leave entitlements and hourly rates of pay, the working day shall be regarded as 7 hours 36 minutes. For the purposes of managing leave, part-day absences will reflect the actual time absent from the workplace. Full day absences will be deducted at a daily rate of 7 hours 36 minutes.

26.2 If any public holiday referred to in clause 38.1 occurs during any paid personal or annual leave, the period of the public holiday is additional to any other entitlement to leave and will not be deducted from the staff member's leave credit.

26.3 When staff are absent from duty without approval, all pay and other benefits provided under this Agreement, such as flextime, will cease to be available until they resume duty or are granted leave. Where flextime no longer applies, their employment will revert to standard attendance as specified in clause 22.7.

### **27. Annual Leave**

27.1 Staff will accrue 152 hours (twenty working days) annual leave for each full year worked, to be credited on a fortnightly basis.

27.2 Details on the administration of annual leave are contained in the Commission's Hours of Duty/Leave Policy.

### **28. Additional Christmas/New Year Leave**

28.1 In return for the extended normal hours of duty (see clause 22.1), staff are entitled to two additional days leave during the period from 25 December to the first working day following 1 January on those days which are not public holidays within the meaning of clause 38.1 of this Agreement. There will be no requirement to take annual leave over this period.

## **29. Personal Leave**

- 29.1 Staff will accrue 18 days paid personal leave each year, to be credited on a fortnightly basis.
- 29.2 Staff are entitled to access paid personal leave when they are ill or injured and for caring purposes of an occasional and non-enduring nature including:
- (a) caring for the staff member's immediate family or a member of the staff member's household who are ill, injured or have an ongoing medical condition, or
  - (b) meeting family responsibilities of an emergency, short-term and unscheduled nature.
- 29.3 Unused personal leave will accumulate, but cannot be paid out on separation.
- 29.4 Details on the administration of personal leave are contained in the Commission's Hours of Duty/Leave Policy.

## **30. Transfer of Leave**

- 30.1 If staff join the Commission from an employer staffed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999*, the *Governor-General Act 1974* or from the Australian Capital Territory (ACT) Public Service, their accrued annual leave and sick/personal/carers' leave credits (however described) will be transferred, provided there is no break in continuity of service.
- 30.2 If staff have a period of prior service recognised in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*, they may have this period recognised for sick/personal leave provided that the break in continuous service is not greater than two months.
- 30.3 The arrangements for using these accrued credits of leave, and any future entitlement to annual and personal leave, will be those prevailing in the Commission.
- 30.4 Where prior service is recognised under clause 30.2, the accrual rate will be reduced for any sick/personal leave taken or paid out in lieu. Where there are no available records of leave taken or paid out in lieu, a deduction of five days per year will be made.

## **31. Defence and Emergency Services Leave**

- 31.1 Leave is available with and/or without pay for Defence Reservists to attend peacetime training and deployment. Details on the administration of the leave are contained in the Commission's Leave Policy.
- 31.2 Leave with pay is available to staff who are members of emergency services to undertake those duties in times of emergencies. Details on the administration of the leave are contained in the Commission's Hours of Duty/Leave Policy.

## **32. Compassionate Leave**

- 32.1 A staff member is entitled to paid compassionate leave of up to three days leave where they need to be absent from work due to a life-threatening injury/illness or the death of an immediate family member or a member of staff member's household. A staff member may take additional days on personal leave.

### **33. Maternity Leave**

- 33.1 The *Maternity Leave (Commonwealth Employees) Act 1973* provides for eligible staff to take a period of 52 weeks as unpaid leave or, if certain conditions are met, for a paid absence of up to 12 weeks.
- 33.2 To provide for more flexible administration of maternity leave, eligible staff may elect to have salary associated with any paid absence spread over a period of up to 24 weeks at a rate of half pay. As per the *Maternity Leave (Commonwealth Employees) Act 1973*, only the paid absence period will count as service for all purposes.

### **34. Paternity Leave**

- 34.1 Staff will be entitled to two weeks paid paternity leave within one month of the birth of a child.
- 34.2 A staff member who is accessing maternity leave is not eligible for paternity leave.

### **35. Adoption Leave**

- 35.1 Any staff member who will be the primary carer of a newly adopted child of up to five years of age will be entitled to paid adoption leave of twelve weeks from the date of the placement of the child. Adoption leave may be taken at half pay but only the first twelve weeks will count as service for all purposes.
- 35.2 Adoption leave may be taken in one block or as separate absences over a period of time subject to approval by the relevant manager.

### **36. Parental Leave**

- 36.1 Either parent may access a maximum 52 weeks unpaid leave (not to count as service) between the birth or adoption of a child and the child's fifth birthday. The leave may be taken in one block or as separate absences over a period of time subject to approval by the relevant manager.
- 36.2 When staff take paternity or adoption leave in addition to parental leave, the aggregate period of all leave will not exceed 52 weeks.

### **37. Miscellaneous Leave**

- 37.1 Staff may apply for miscellaneous leave with or without pay, for a purpose not provided for elsewhere.
- 37.2 Requests for miscellaneous leave will be considered on a case by case basis, taking into account the:
- (a) nature of the request
  - (b) amount of time requested, and
  - (c) operational needs of the work area.

Annual leave entitlements must be exhausted before leave without pay is granted.

- 37.3 Details on the administration of miscellaneous leave are contained in the Commission's Hours of Duty/Leave Policy.

## **38. Public Holidays**

- 38.1 Staff will have access to all public holidays in accordance with the *Workplace Relations Act 1996*.

## **CLASSIFICATION AND REMUNERATION**

### **39. Classification**

- 39.1 The classification structure for the Commission, including any local designations, is set out in Schedule A.

### **40. Annual Salary Increases**

- 40.1 In recognition of the productivity gains to be achieved during the period of operation of this Agreement, the salary band for each classification and the salaries payable to Commission staff will be increased as follows:

- (a) on commencement of this Agreement, by 4.3% of the salary ranges and salaries paid as at 30 September 2008
- (b) on 1 October 2009, by 4.3%
- (c) on 1 October 2010, by 4.3%, and
- (d) on 1 October 2011, by 4.3%

Salary bands to apply during the period of operation of this Agreement are set out in Schedule A.

- 40.2 Annual salary increases on 1 October each year during the period of operation of this Agreement are subject to the relevant staff member maintaining acceptable performance during the year.

- 40.3 The CEO may increase a staff member's base salary from time to time. Details on the administration of these increases are contained in the Commission's Remuneration Policy.

### **41. Payment of salary**

- 41.1 Staff members will be paid fortnightly by electronic funds transfer into a financial institution account of their choice.

- 41.2 The fortnightly rate of pay is calculated using the following formula:

$$\text{Fortnightly Pay} = \text{Annual Salary multiplied by 12 and divided by 313}$$

### **42. Salary on Commencement**

- 42.1 The normal commencement salary for a staff member will be the lower limit for the salary band applicable to their classification. However, the CEO may increase the staff member's remuneration above that amount, after considering the following criteria:

- the staff member's classification
- the staff member's skills, knowledge and experience
- the relevant employment market for the staff member's skills and experience
- the responsibilities applicable to the staff member's duties, and
- any other relevant factors, including salary received in a former agency.

### **43. Salary Progression**

- 43.1 Staff members who are not at the top of the salary band for their substantive classification and have achieved a performance rating of "Effective" through the Commission's performance planning and review process will be entitled to a salary increase calculated in accordance with clauses 43.4 to 43.6.
- 43.2 For other staff who are not at the top of the salary band for their substantive classification the salary increase will be determined in accordance with clause 46.
- 43.3 For staff members performing higher duties, on achieving 12 months service at the higher classification within a two year period, their manager may increase the remuneration for their higher classification in accordance with clauses 43.4 and 43.6 subject to having performed at a satisfactory level.
- 43.4 The amount of the annual salary increase is calculated according to the following formula and rounded to the nearest \$100:
- Increase =  $(\$maximum - \$minimum)/3$  for APS 1 to APS5 staff
  - Increase =  $(\$maximum - \$minimum)/4$  for APS6 and EL1 staff
  - Increase =  $(\$maximum - \$minimum)/5$  for EL2 staff.
- 43.5 Where staff have less than 12 months service or have been on leave for three months or more during the assessment period, the salary increase will be calculated on a pro-rata basis based on their actual period of duty at the classification.
- 43.6 The salary progression adjustment cannot exceed the upper limit of the salary band for the classification. Details on the administration of salary progression are contained in the Commission's Remuneration Policy.

### **44. Salary Packaging**

- 44.1 Staff may choose to access flexible remuneration packaging provided that they meet any additional costs incurred by the Commission. Participation in salary packaging arrangements will not affect salary for superannuation purposes or any other purpose. Details on the administration of salary packaging arrangements are contained in the Commission's Remuneration Policy and Offer of Salary Packaging letter.

### **45. Overtime**

- 45.1 If staff in the APS 1 to 6 classifications agree to perform overtime following a request from their manager, they may elect to take time off in lieu or receive payment for the actual period worked in excess of their normal hours. If they elect to receive payment then a minimum period of 4 hours will apply if the overtime is not continuous with their normal duty, irrespective of the actual period worked.
- 45.2 The rate of payment for overtime will be:
- Monday to Saturday:** at time and a half for the first 3 hours each day and double time thereafter
  - Sunday:** at the rate of double time
  - Public holiday:** at the rate of double time and a half. For duty within standard hours, payment will be at time and a half additional to the single time being paid for the public holiday.

45.3 The hourly rate for overtime shall be calculated as:

Hourly rate = Annual Salary multiplied by 12 and divided by 313 divided by 73.5

45.4 If staff are required to work so much overtime that they do not get at least 8 consecutive hours off duty plus reasonable travelling time (relevant rest period), they may:

- absent themselves from duty for the relevant rest period without loss of pay, or
- if required to attend duty, receive payment at double time rates for the time worked until the relevant rest period is taken.

## **46. Performance Pay**

46.1 Performance pay is paid as an acknowledgement of the value of staff members and their contribution to the successful operation of the Commission. It includes consideration of:

- their personal work achievements,
- their demonstration of Commission values, and
- their contribution to teamwork, the Commission's culture, and improved knowledge and capability of other Commission staff.

46.2 Commission staff employed as at 31 August who have at least three months service during the assessment period and a current individual performance plan are eligible to receive performance pay.

46.3 Performance pay is based on the performance rating achieved through the staff member's performance planning and review assessment and is calculated as a percentage of the staff member's substantive remuneration as at 31 August, as follows:

- Effective – Nil
- Exceeds Expectations in Some Areas - 4%
- Exceeds Expectations in Most Areas - 8%
- Outstanding - 12%

46.4 Where staff have less than 12 months service or have been on leave for three months or more during the assessment period, the payment will be calculated on a pro-rata basis based on their actual period of duty.

46.5 Staff members may elect to receive their performance pay as:

- (a) an increase to their substantive remuneration (salary progression) up to the upper limit of the salary band for their substantive classification
- (b) a lump sum component, or
- (c) a combination of the above.

46.6 Decisions on the final allocation of performance pay are to be made by the CEO on the recommendation of staff members' direct managers.

46.7 Each staff member will be notified in writing of their final rating, the calculation of their performance payment and the date of payment.

46.8 The aggregated performance pay outcomes will be provided to staff at the end of each cycle.

## **47. Superannuation**

- 47.1 Salary for superannuation purposes will be the higher of:
- (a) an amount agreed to by the staff member and the CEO, or
  - (b) the salary for superannuation purposes as determined in accordance with the requirements of the Commonwealth Superannuation Scheme ("CSS"), the Public Sector Superannuation Scheme ("PSS") or the PSS Accumulation Plan ("PSSap").
- 47.2 If staff elect to join a superannuation scheme other than those listed in subclause 47.1(b), the employer contribution rate will be as specified for the PSSap.

## **48. Graduates**

- 48.1 A NWC graduate will be engaged as an ongoing employee at the minimum pay point of the NWC Graduate Broadband (APS Level 3-5) as set out in Table 2 of Schedule A.
- 48.2 After at least three months service, a graduate who has received a performance rating of "Effective" or better will be advanced to the maximum pay point of the APS 3 classification within the NWC Graduate Broadband with effect from 1 September following the graduate's commencement date.
- 48.3 On successful completion of their training program, a graduate will be assessed for advancement within the NWC Graduate Broadband.
- 48.4 Graduates will not be entitled to Higher Duties Allowance during the course of their training program.

## **49. Trainee APS Staff**

- 49.1 A trainee APS staff member will undertake a course of training determined by the CEO and be paid a percentage of the minimum of the APS1 salary band listed in Table 1 of Schedule A, rounded to the nearest dollar, and having regard to schooling completed and the predetermined average proportion of time to be spent in approved training. The relevant percentages are listed in Table 3 of Schedule A.
- 49.2 On successful completion of their training requirements, a Trainee APS staff member will be paid at the minimum of the APS1 salary band as listed in Table 1 of Schedule A.

## **50. Cadets**

- 50.1 An APS Cadet or Indigenous Cadet will be paid as a percentage of the minimum pay point of the NWC Cadet Broadband (APS Level 1-3) as set out in Table 4 of Schedule A as follows:
- for full-time study – 57%
  - for practical training – 100%
- 50.2 On successful completion of their training requirements, a Cadet will be advanced to the minimum pay point of the APS 3 classification within the NWC Cadet Broadband.

## 51. Supported Wage System

- 51.1 A staff member who is affected by a disability may be eligible for assistance under the supported wage system. Eligible staff will be paid a percentage of the relevant salary for their classification based on their assessed capacity for the work they are performing, as follows:

| Assessed Capacity | Percentage of prescribed salary |
|-------------------|---------------------------------|
| 10%               | 10%                             |
| 20%               | 20%                             |
| 30%               | 30%                             |
| 40%               | 40%                             |
| 50%               | 50%                             |
| 60%               | 60%                             |
| 70%               | 70%                             |
| 80%               | 80%                             |
| 90%               | 90%                             |

- 51.2 The minimum amount payable to a staff member will not be less than the minimum weekly wage for the supported wage system as amended from time to time, currently \$69 per week.

## 52. Salary on Reduction

- 52.1 If a staff member is redeployed to a lower classification as a result of any actions taken in connection with:

- determining medical fitness to perform duties
- a breach of the code of conduct, or
- inefficiency procedures

then the staff member's salary will be reduced to the maximum limit of the salary band for the lower classification. The reduction will take effect from the date stipulated in the relevant procedures.

## ALLOWANCES

### 53. Higher Duties Allowance

- 53.1 If a staff member is temporarily assigned duties at a higher classification for a period of 5 days or more, the staff member will be entitled to payment of a Higher Duties Allowance (HDA). The allowance is the difference between their normal salary and the salary for the higher classification. Details on the administration of HDA are contained in the Commission's Remuneration Policy.

## **54. First Aid Allowance**

- 54.1 If a staff member is assigned the role of First Aid Officer and has a current first aid certificate from the St John Ambulance Association, the Australian Red Cross Society or equivalent, the staff member will be entitled to an allowance of \$20 per fortnight in recognition of the particular responsibilities.
- 54.2 Continued payment of the allowance will be subject to the staff member providing proof that their first aid qualifications remain current.

## **55. Reimbursement for Loss or Damage**

- 55.1 Where appropriate evidence is submitted that a staff member has suffered loss or damage to their clothing and/or personal effects, which occurred in the course of their duties, the CEO may approve the reimbursement of reasonable repair or replacement costs.

## **TERMINATION OF EMPLOYMENT**

### **56. Termination by Staff Member**

- 56.1 To ensure effective workforce planning and the payment of all final entitlements in a timely manner, staff may terminate their employment with the Commission by providing written notification at least two weeks prior to their expected departure date, or four weeks for staff classified as EL 1 or above. Details on the administration of separation arrangements are contained in the Commission's Separation Policy

### **57. Notification and Review**

- 57.1 The CEO may terminate a staff member's employment at any time in accordance with the *Public Service Act 1999*. The staff member's sole rights and remedies are those under:
- Division 4 of Part 12 of the *Workplace Relations Act 1996*
  - other Commonwealth laws (including the Constitution), and
  - common law.
- 57.2 In particular, termination of employment, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures addressed in clause 8 of this Agreement, nor under the review of workplace decisions provisions contained in the *Public Service Act 1999*.
- 57.3 Nothing in this Agreement prevents the CEO from terminating the employment of a staff member without further notice or payment in lieu for serious misconduct in accordance with section 661(1)(c) of the *Workplace Relations Act 1996*, subject to compliance with the procedures established by the CEO for determining whether the staff member has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

## REDEPLOYMENT AND REDUNDANCY

### 58. Principles

- 58.1 The following process only applies to a staff member if they are an ongoing employee who is not on probation.
- 58.2 A staff member will be an excess employee if:
- the staff member is included in a class of employees employed in the Commission, which class comprises a greater number of employees than is necessary for the efficient and economical working of the Commission;
  - the services of the staff member cannot be effectively used because of technological or other changes in the work methods of the Commission or changes in the nature, extent or organisation of the functions of the Commission; or
  - the duties usually performed by the staff member are to be performed at a different locality, the staff member is not willing to perform duties at the locality and the CEO has determined that the provisions of this clause apply to that staff member.
- 58.3 If a staff member is excess or potentially excess, the CEO will take all reasonable steps, consistent with efficient operational requirements, to transfer the staff member to a suitable vacancy at an equal classification level within the Commission or in another APS agency. As an excess or potentially excess employee, the staff member will take all reasonable steps to identify and apply for suitable vacancies at an equal classification level.
- 58.4 Discussions will be held with the staff member and if requested, their nominated representative, to consider:
- (a) actions that might be taken to reduce the likelihood of the staff member becoming excess
  - (b) redeployment opportunities for the staff member, and
  - (c) the availability of job swaps within the Commission or another APS agency, at the CEO's discretion.

### 59. Notification of Potentially Excess Status

- 59.1 The CEO will advise staff if they are likely to become excess at the earliest practicable time.

### 60. Voluntary Redundancy

- 60.1 Where the Commission offers staff a voluntary redundancy they will have a two-month consideration period within which to accept the offer.
- 60.2 Within that two-month period they will be given information on the amount of their severance pay, pay in lieu of notice, paid up leave credits, accumulated superannuation contributions, options open to them concerning superannuation, the taxation rules applicable to each form of payment and the amount of financial assistance available so they may seek independent financial advice and career counselling. Details of financial assistance are contained in the Commission's Separation Policy.

60.3 The two-month consideration period can be reduced by agreement between the staff member and the CEO as long as the staff member has received the advice outlined in clause 60.2. Unless the staff member agrees to reduce the two-month period, notice of termination will not occur before the end of that two-month period.

## **61. Redundancy Payments**

61.1 Where the two-month consideration period is reduced, the staff member will be paid for the unexpired portion of the two-month period as at the date of termination. They will also receive payment in lieu of the relevant period of notice provided for in clause 61.3.

61.2 An excess employee who accepts an offer of voluntary redundancy and whose employment is terminated by the CEO under section 29 of the *Public Service Act 1999* on the grounds that they are excess to requirements will be paid 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 a minimum payment of four weeks and a maximum of 48 weeks salary.

61.3 If a staff member accepts the offer, the CEO will give them the required notice of termination of four weeks (or five weeks for a staff member over 45 years of age with at least five years of continuous service) or a lesser period agreed with the staff member. If they separate within the notice period, they will be paid for the unexpired portion of the notice period.

## **62. Calculating Redundancy Payments**

62.1 Redundancy payments will be calculated on:

- (a) the staff member's salary on the date of termination, and
- (b) allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred or a payment for disabilities associated with the performance of duty.

62.2 The redundancy payment will be calculated on a pro rata basis for any period where the staff member has worked part-time hours during their period of service and they have less than 24 years full time service.

62.3 Subject to clauses 62.4, 62.5 and 62.6 service for severance pay purposes means:

- (a) service in the Commission
- (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 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 Force
- (e) 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 severance pay purposes, and
- (f) 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 was appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

- 62.4 Periods of service that will not count as service for redundancy pay purposes are any periods of service that ceased by way of:
- termination under s29 of the *Public Service Act 1999*
  - prior to the commencement of the *Public Service Act 1999*: redundancy, retirement on ground of invalidity, inefficiency or loss of qualifications, forfeiture of office, dismissal or termination of probationary appointment for reasons of unsatisfactory service
  - voluntary retirement at or above the minimum retiring age applicable to the staff member, or
  - with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.
- 62.5 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 staff member before ceasing employment with the preceding employer.
- 62.6 Absences from work, which do not count as service for any purpose, will not count as service for redundancy pay purposes.

### **63. Involuntary Redundancy**

- 63.1 Staff will not have their employment terminated involuntarily if they have not been invited to elect for voluntary redundancy or if their election to be made redundant voluntarily has been refused.
- 63.2 If a staff member does not accept voluntary redundancy, the staff member will not be terminated under section 29 of the *Public Service Act 1999* without agreement for a retention period of seven months.

### **64. Retention Period**

- 64.1 A retention period of seven months commences on the day after the expiration of the consideration period.
- 64.2 Where there is insufficient productive work available for a staff member during the retention period, the CEO may, with the staff member's agreement, terminate their employment and pay the balance of the retention period as a lump sum.
- 64.3 During the retention period the CEO:
- (a) will assist with attempts to find alternative employment, and/or
  - (b) may, on request, provide assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment,
  - (c) may, after giving four weeks notice to the staff member, reduce their classification as a means of securing alternative employment. If this occurs prior to the end of the retention period, the staff member will continue to be paid at their previous level for the balance of the retention period

- 64.4 The retention period will not be extended by any periods of paid or unpaid leave. The CEO may consider extending a retention period by up to two months where medical evidence indicates the staff member is substantially incapacitated and is considered to be unfit for work by a medical practitioner nominated by the Commission. Only in exceptional circumstances would the retention period be extended beyond an additional two months.
- 64.5 A staff member will be given four weeks notice (or five weeks notice for a staff member over 45 years of age with at least five years of continuous service) of termination to be served (as far as practicable) concurrently with the retention period.

## Schedule A

**Table 1. General Staff Classifications**

| APS Classification | Local Designation | As at 30/9/2008 | Effective from commencement date | Effective from 1/10/2009 | Effective from 1/10/2010 | Effective from 1/10/2011 |
|--------------------|-------------------|-----------------|----------------------------------|--------------------------|--------------------------|--------------------------|
| EL 2               | EL2 max           | \$106,919       | \$111,517                        | \$116,312                | \$121,313                | \$126,529                |
|                    | EL2 min           | \$89,837        | \$93,700                         | \$97,729                 | \$101,931                | \$106,314                |
| EL 1               | PAO3 max          | \$99,319        | \$103,590                        | \$108,044                | \$112,690                | \$117,536                |
|                    | EL1 max           | \$86,042        | \$89,742                         | \$93,601                 | \$97,626                 | \$101,824                |
|                    | PAO3 min          | \$79,548        | \$82,969                         | \$86,537                 | \$90,258                 | \$94,139                 |
|                    | EL1 min           | \$77,184        | \$80,503                         | \$83,965                 | \$87,575                 | \$91,341                 |
| APS 6              | PAO2 max          | \$72,099        | \$75,199                         | \$78,433                 | \$81,806                 | \$85,324                 |
|                    | APS6 max          | \$71,807        | \$74,895                         | \$78,115                 | \$81,474                 | \$84,977                 |
|                    | PAO2 min          | \$65,445        | \$68,259                         | \$71,194                 | \$74,255                 | \$77,448                 |
|                    | APS6 min          | \$63,899        | \$66,647                         | \$69,513                 | \$72,502                 | \$75,620                 |
| APS 5              | APS5 max          | \$60,736        | \$63,348                         | \$66,072                 | \$68,913                 | \$71,876                 |
|                    | APS5 min          | \$55,990        | \$58,398                         | \$60,909                 | \$63,528                 | \$66,260                 |
| APS 4              | APS4 max          | \$54,725        | \$57,078                         | \$59,532                 | \$62,092                 | \$64,762                 |
|                    | APS4 min          | \$50,296        | \$52,459                         | \$54,715                 | \$57,068                 | \$59,522                 |
| APS 3              | APS3 max          | \$48,715        | \$50,810                         | \$52,995                 | \$55,274                 | \$57,651                 |
|                    | APS3 min          | \$45,236        | \$47,181                         | \$49,210                 | \$51,326                 | \$53,533                 |
| APS 2              | APS2 max          | \$43,969        | \$45,860                         | \$47,832                 | \$49,889                 | \$52,034                 |
|                    | APS2 min          | \$39,541        | \$41,241                         | \$43,024                 | \$44,864                 | \$46,793                 |
| APS 1              | APS1 max          | \$38,592        | \$40,251                         | \$41,982                 | \$43,787                 | \$45,670                 |
|                    | APS1 min          | \$35,114        | \$36,624                         | \$38,199                 | \$39,842                 | \$41,555                 |

**Table 2. NWC Graduate Broadband**

| APS Classification | Pay Point | As at 30/9/2008 | Effective from commencement date | Effective from 1/10/2009 | Effective from 1/10/2010 | Effective from 1/10/2011 |
|--------------------|-----------|-----------------|----------------------------------|--------------------------|--------------------------|--------------------------|
| APS 5              | APS5 max  | \$60,736        | \$63,348                         | \$66,072                 | \$68,913                 | \$71,876                 |
|                    | APS5 min  | \$45,236        | \$47,181                         | \$49,210                 | \$51,326                 | \$53,533                 |
| APS 4              | APS4 max  | \$54,725        | \$57,078                         | \$59,532                 | \$62,092                 | \$64,762                 |
|                    | APS4 min  | \$50,296        | \$52,459                         | \$54,715                 | \$57,068                 | \$59,522                 |
| APS 3              | APS3 max  | \$48,715        | \$50,810                         | \$52,995                 | \$55,274                 | \$57,651                 |
|                    | APS3 min  | \$45,236        | \$47,181                         | \$49,210                 | \$51,326                 | \$53,533                 |

**Table 3. Trainee APS Classification**

| Years out of school         | Year of schooling completed |         |         |
|-----------------------------|-----------------------------|---------|---------|
|                             | Year 10                     | Year 11 | Year 12 |
| School Leaver               | 40%                         | 45%     | 56%     |
| plus one year out of school | 45%                         | 56%     | 65%     |
| plus two years              | 56%                         | 65%     | 73%     |
| plus three years            | 65%                         | 73%     | 80%     |
| plus four years             | 73%                         | 80%     | 80%     |
| plus five years or more     | 80%                         | 80%     | 80%     |

**Table 4. NWC Cadet Broadband**

| APS Classification | Pay Point | As at 30/9/2008 | Effective from commencement date | Effective from 1/10/2009 | Effective from 1/10/2010 | Effective from 1/10/2011 |
|--------------------|-----------|-----------------|----------------------------------|--------------------------|--------------------------|--------------------------|
| APS 3              | APS3 max  | \$48,715        | \$50,810                         | \$52,995                 | \$55,274                 | \$57,651                 |
|                    | APS3 min  | \$45,236        | \$47,181                         | \$49,210                 | \$51,326                 | \$53,533                 |
| APS 2              | APS2 max  | \$43,969        | \$45,860                         | \$47,832                 | \$49,889                 | \$52,034                 |
|                    | APS2 min  | \$39,541        | \$41,241                         | \$43,024                 | \$44,864                 | \$46,793                 |
| APS 1              | APS1 max  | \$38,592        | \$40,251                         | \$41,982                 | \$43,787                 | \$45,670                 |
|                    | APS1 min  | \$35,114        | \$36,624                         | \$38,199                 | \$39,842                 | \$41,555                 |