



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Albury-Wodonga Development Corporation (AWDC) T/A Albury-Wodonga Corporation (AG2010/5320)

ALBURY-WODONGA DEVELOPMENT CORPORATION ENTERPRISE AGREEMENT 2009-2012

Commonwealth employment

DEPUTY PRESIDENT SAMS

SYDNEY, 16 FEBRUARY 2010

Application for approval of the Albury-Wodonga Development Corporation Enterprise Agreement 2009-2012.

[1] This decision determines an application, pursuant to s185 of the *Fair Work Act 2009* (the ‘Act’) filed by the Albury-Wodonga Development Corporation, (the ‘applicant’) for the approval of a single enterprise agreement known as the *Albury-Wodonga Development Corporation Enterprise Agreement 2009-2012* (the ‘Agreement’).

[2] The Agreement was made on 25 January 2010 and filed with Fair Work Australia (FWA) on 29 January 2010, thereby fulfilling the requirements of s183(3) of the Act.

[3] The Agreement is to cover five administrative staff of the applicant whose task is to wind up the Corporation by 2015 through the disposal of the balance of land originally acquired in 1973 to provide for the establishment of a major inland city of 300,000 people by 2000.

[4] Mr *Veneris*, the applicant’s CEO, who appeared in a telephone hearing of the application on 16 February 2010, provided the Tribunal with further background to the Corporation’s role and staffing. At its peak, the Corporation employed over 100 staff and acquired 24,000 hectares of land. Successive Commonwealth Governments have wound back the Corporation’s activities and in 2005 the Government directed the Corporation to cease land development and focus on land disposal to the private sector.

[5] Mr *Veneris* said the Agreement was the result of a process which is compliant with the Australian Government Employment Bargaining Framework and replaces a previous 2005-2007 enterprise agreement. The Agreement was negotiated with the five affected employees and I note that, although one of the employees mistakenly signed the Employee Organisation Declaration (F18), he similarly signed the Agreement itself on behalf of the five employees. This error is not fatal to the Agreement’s approval.

[6] The Agreement is to be referenced to the following industrial instruments:

1. Albury Wodonga Development Corporation Award 2000 (AP806463)
2. Albury Wodonga Development Corporation Award 2000 [Transitional] (AT806463)

and the Employer's Declaration (F17), signed by Mr *Veneris*, asserts that the Agreement does not contain any less beneficial terms and conditions than the reference instruments, meets the Better Off Overall Test (BOOT) and otherwise provides conditions better than, or equal, to the National Employment Standards. The Agreement provides the mandatory flexibility term (clause 1.12), consultation term (clause (1.11) and Disputes Procedure (clause 1.10) which permits binding arbitration by FWA. I note that the Agreement provides for three 4% increases on 1 January 2010, 1 January 2011 and 1 January 2012.

[7] Having heard the submissions of Mr *Veneris* and reviewing the approval process documents and the terms and conditions of the Agreement, I am satisfied that the Agreement meets all of the requirements of the Act, in particular ss186, 187 and 188.

[8] The Agreement is approved and, in accordance with s54 of the Act, will operate from 23 February 2010. The nominal expiry date of the Agreement is 31 December 2012.

DEPUTY PRESIDENT

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Albury-Wodonga Development Corporation
Enterprise Agreement 2009 - 2012

Albury-Wodonga Development Corporation

Enterprise Agreement 2005-2007

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Albury-Wodonga Development Corporation

Enterprise Agreement 2009 - 2012

1. Objectives and Coverage

1.1 Title

- 1.1.1 This Agreement will be known as the Albury-Wodonga Development Corporation Enterprise Agreement 2009 - 2012.

1.2 Definitions

"Agreement" means the Albury-Wodonga Development Corporation Enterprise Agreement 2009 - 2012.

"Chief Executive Officer" means the Chief Executive Officer of the Corporation, and includes an acting Chief Executive Officer.

"Code of Conduct" means the Code of Conduct contained in the Corporation policy on Conduct of Members and Staff.

"Corporation" means the Albury-Wodonga Development Corporation established under the *Albury-Wodonga Development Act 1973*.

"DEEWR" means the Department of Education, Employment and Workplace Relations or a successor organisation.

"SES" means the Senior Executive Service.

"Staff member" means an officer appointed or employee engaged in accordance with section 21(1) the *Albury-Wodonga Development Act 1973* except the SES.

"Unions" means the Community and Public Sector Union.

1.3 Parties Bound and Covered

- 1.3.1 This Agreement is a single enterprise agreement made under section 172(2) of the Fair Work Act 2009 that covers the Corporation and staff members excluding Senior Executive Service (SES) employees or their equivalent.

1.4 Delegation

- 1.4.1 The Chief Executive Officer may delegate any or all of his or her powers and functions under this Agreement, excluding this power to delegate, and may do so subject to conditions. Such delegation shall not prevent the personal exercise by the Chief Executive Officer of a power or function so delegated.

1.5 Objectives

- 1.5.1 This Agreement aims to improve the efficiency and effectiveness of the Corporation by –
- (a) providing a satisfying, rewarding and caring work environment for staff members, and
 - (b) encouraging superior performance as defined in the Corporation's Performance Appraisal and Performance Pay Scheme outlined in Appendix 3,
- while having regard to the prevailing circumstances relating to the wind-up of the Corporation.
- 1.5.2 The Agreement –
- (a) recognises that the Australian Government has signalled its intention to wind up the Corporation and to conduct an accelerated sale of its assets;
-

- (b) acknowledges that all staff members are expected to become redundant during or at the end of the wind-up period;
- (c) sets out the arrangements and responsibilities for continuation of an orderly restructuring and wind-up of the Corporation combined with continuing improvements in productivity and performance,
- (d) engenders essential staff commitment to the Corporation's plans and strategies in order to maintain a high level of monetary returns to the Australian Government while in a wind-up situation, and
- (e) seeks to share resulting benefits between staff members, the Corporation, the Australian Government and other stakeholders.

1.5.3 The Corporation recognises –

- (a) the continuing reliance that the Corporation and the Australian Government will have on Corporation staff members to achieve the best result possible for the Corporation, the Government and affected persons and organisations in the Albury-Wodonga area without creating the impression of a "fire sale",
- (b) the considerable stress and concern to which staff members are subject as a result of the current circumstances,
- (c) the fact that many staff members may have substantial difficulty in finding alternative employment in the Albury-Wodonga area,
- (d) the fact that staff members have shown considerable loyalty and commitment to the organisation during this period, and
- (e) the need to retain suitably qualified and experienced staff members during the wind-up period.

1.5.4 Specifically, this Agreement will –

- (a) Provide strategies to ensure efficient and productive use of staff resources,
 - (b) Provide flexibility in working arrangements to –
 - (i) better match staff member numbers, skills and experience to the varying work requirements as staff numbers reduce,
 - (ii) enable staff members to balance work and personal responsibilities,
 - (c) Maintain a performance-based culture through existing performance assessment arrangements and by recognising and rewarding achievement,
 - (d) Promote fair and equitable treatment of all staff by the Corporation,
 - (e) Promote staff and management commitment to workplace diversity principles, through anti-discrimination, harassment prevention and family friendly principles and policies,
 - (f) Provide a safe work environment in accordance with OH & S legislation,
 - (g) Promote a mutually cooperative workplace culture based on consultation, communication and participative decision-making processes,
 - (h) Promote staff support and commitment to the Corporation's plans and strategies, including generation of sufficient funds to –
 - (i) provide monetary returns to the Australian Government, and
 - (ii) maintain the Corporation's ability to continue effective operations during its wind-up period,
 - (i) Increase operational efficiencies through streamlined administrative processes, and
 - (j) Provide a satisfying and rewarding work environment for staff members.
-

1.6 Principles

- 1.6.1 In developing this Agreement, care has been taken to ensure that the following principles have been embraced –
- (a) the arrangements and provisions are consistent with the Corporation performing its statutory functions under the *Albury-Wodonga Development Act 1973*, and achieving its goals as set out in the Corporation's Winding-up Plan and Annual Operational Plan,
 - (b) the arrangements and provisions are able to be accommodated within the Corporation's budget, and
 - (c) changes to working arrangements or conditions flowing from this Agreement will be agreed between the Corporation and staff members, as provided for throughout this Agreement.

1.7 Operation of Agreement

- 1.7.1 This Agreement is subject to the National Employment Standards in Part 2-2 of the Fair Work Act 2009 where the Agreement commences prior to 1 January 2010.
- 1.7.2 It is acknowledged that employment in the Corporation is subject to the provisions of the following Acts, and regulations and instruments made under those Acts, including –
- (a) *Albury-Wodonga Development Act 1973*;
 - (b) *Fair Work Act 2009*
 - (c) *Long Service Leave (Commonwealth Employees) Act 1976*;
 - (d) *Maternity Leave (Commonwealth Employees) Act 1973*;
 - (e) *Occupational Health and Safety Act 1991*;
 - (f) *Occupational Health and Safety (Commonwealth Employment) Amendment Act 2006*;
 - (g) *Safety, Rehabilitation and Compensation Act 1988*;
 - (h) *Superannuation Act 1976*;
 - (i) *Superannuation Act 1990*;
 - (j) *Superannuation Act 2005*
 - (k) *Superannuation Benefits (Supervisory Mechanisms) Act 1990*;
 - (l) *Superannuation (Productivity Benefit) Act 1988*; and

1.8 Duration of Agreement

- 1.8.1 This Agreement will come into effect seven (7) days after it is approved by Fair Work Australia. The nominal expiry date of the Agreement is 31 December 2012.

1.9 No Extra Claims

- 1.9.1 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.

1.10 Dispute Avoidance and Settlement Procedures

- 1.10.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
-

- 1.10.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 1.10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 1.10.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 1.10.5 Fair Work Australia may deal with the dispute in 2 stages:
- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- Note* If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.
- A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 1.10.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 1.10.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

1.11 Consultation Arrangements

- 1.11.1 This term applies if:
- (a) 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
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- 1.11.2 The employer must notify the relevant employees of the decision to introduce the major change.
- 1.11.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 1.11.4 If:
-

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 1.11.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion -- provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 1.11.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 1.11.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 1.11.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.
- 1.11.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- 1.11.10 In this term, **relevant employees** means the employees who may be affected by the major change.

1.12 Individual Flexibility Arrangements

- 1.12.1 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:
- a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
-

- (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- 1.12.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* ; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* ; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 1.12.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 1.12.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.12.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing -- at any time.

1.13 Acknowledgment of Other Documents

- 1.13.1 This Agreement acknowledges the Corporation's Employment Policies, Occupational Health and Safety Policy, Return to Work Policy, Conduct of Members and Staff Policy and Workplace Relations Policy applying from time to time. The Corporation and Staff members agree to the implementation of the provisions in these documents where this is consistent with the provisions of this Agreement.

2. Engagement, Duties, Performance and Remuneration

2.1 Categories of Employment

Basis of Engagement

- 2.1.1 The basis for the engagement of a staff member is as an ongoing staff member, unless the staff member is engaged:
- (a) for a specified term; or;
 - (b) for the duration of a specified task; or
 - (c) for duties that are irregular or intermittent.
-

- 2.1.2 A person may be engaged as a staff member on a full-time or part-time basis.

Regular Part-time Employment

- 2.1.3 Staff members in any classification may be employed as regular part-time staff members for an agreed number of regular hours per week which is less than the standard hours of work specified in clause 4.3 Ordinary Hours of Work . Regular part-time staff members will receive, on a pro rata basis, equivalent pay and conditions to those of a full-time staff member. In relation to expense related allowances, part-time staff members will receive entitlements specified in the relevant clauses of this Agreement.
- 2.1.4 Proposals for part-time employment may be initiated by the Chief Executive Officer for operational reasons or by a staff member for personal reasons. No pressure will be exerted on full-time staff members to convert to part-time employment or to move to other duties to make way for part-time employment.
- 2.1.5 Where a proposal is initiated by a staff member, the Chief Executive Officer will have regard to the personal reasons put by the staff member in support of the proposal and to the Corporation's operational requirements.
- 2.1.6 The written agreement of a full-time staff member will be obtained before the staff member's hours are varied.

2.2 Duties

- 2.2.1 The Corporation and staff members agree that staff members will undertake work tasks in the Corporation as assigned by their supervisor from time to time. These duties will generally be consistent with the job description and duty statement for each staff member's substantive position and classification level.
- 2.2.2 The Corporation and staff members further agree that, having regard to the intention to wind-up the Corporation and the consequential ongoing reductions in staffing numbers, staff members will participate in a flexible approach to work organisation and allocation. As staff reductions occur, allocation of residual work tasks will be discussed with affected staff members and resolved prior to cessation of relevant staff. Staff members may invite a representative of their choice to participate in the discussions. Arrangements may include reallocation of work tasks subject to the provision of appropriate training. Where a staff member is allocated new ongoing work tasks under this arrangement, the classification of the staff member's position will be reassessed as a priority.
- 2.2.3 The Corporation and staff members further agree that staff members will at all times conduct themselves in a manner consistent with the Corporation's Code of Conduct and will have particular regard to the Corporation's policies and managerial objectives, including those relating to occupational health and safety, staff development and training, and workplace diversity.

2.3 Performance

- 2.3.1 Performance management seeks to foster productivity and effectiveness through continuous improvement in staff members' performance. It aims to do so by linking achievement to recognition and rewards and, where necessary, by providing procedures for handling under-performance.
- 2.3.2 Performance management in the Corporation will be transparent, equitable, fair, appealable, linked to training needs, cognisant of required remedial action and linked to a financial reward system.
- 2.3.3 The Corporation and staff members agree that matters such as remuneration level and salary advancement should be closely linked to –
- (a) individual performance,
 - (b) the skills and responsibilities as described in the relevant job description, duty statement and selection criteria, and
-

- (c) the work level standards appropriate to the classification level of the staff member's duties during the assessment period.

2.3.4 All staff members will participate in the Corporation's performance management scheme. These arrangements are described in the Corporation's policies on performance management for staff members. Any changes to those policies during the life of this Agreement will be agreed by the Corporation and staff members in accordance with consultative arrangements at clause 1.11 Consultative Arrangements.

2.4 Remuneration

Productivity-based Adjustments

2.4.1 This Agreement provides for increases in remuneration through Corporation-wide productivity improvements, particularly in the areas of task broadening and flexibility arrangements.

2.4.2 In recognition of ongoing efficiencies and productivity improvements under this Agreement, staff members will receive –

- (a) a four per cent (4%) increase in base salary from the first pay period beginning on or after 1 January 2010 or approval of the Agreement, whichever is the later, and
- (b) a four per cent (4%) increase in base salary from the first pay period beginning on or after 1 January 2011, and
- (c) a four per cent (4%) increase in base salary from the first pay period beginning on or after 1 January 2012.

Salary rates

2.4.3 Appendix 2 details the salary rates payable to staff members. Where, at the time of engagement, an employee's salary is set at an incorrect salary point within the applicable salary scale, the CEO may determine (in writing) the payment of the employee's salary at the correct starting point.

Salary on engagement or promotion

2.4.4 Where a staff member commences in or is promoted to a job in the Corporation, salary will be at the minimum pay point of the classification for the job, or at a point determined by the Chief Executive Officer, having regard to the experience, qualifications and skills of the staff member.

Salary on reduction

2.4.5 Where a staff member requests in writing to temporarily perform work at a lower classification level, the Chief Executive Officer may determine a salary rate at the lower level for the period requested.

2.4.6 Where a staff member permanently reduces to a lower classification level, the Chief Executive Officer will determine the new salary point having regard to the experience (including position in the salary range), qualifications and skills of the staff member, and the circumstances under which the reduction occurred.

Salary Advancement

2.4.7 Progression through pay points within each classification level will be based on the annual performance assessment due at the end of June each year or at an agreed time under the terms of sub-clause 2.4.9.

2.4.8 Staff members not yet at the top point of their classification level will be advanced one pay point after having their overall performance assessed as satisfactory or better, with effect from 1 July each year.

2.4.9 If a staff member's performance is assessed as unsatisfactory his/her manager may defer advancement for a period of up to 12 months, and subject to an assessment of adequate or

better, salary advancement will occur with effect from the first pay period on or after assessment.

Common advancement date

- 2.4.10 Salary advancement to the next pay point within a classification level is available to staff members who, after commencing in or being promoted to a job in the Corporation, have performed duties at that classification level for a period of at least three months, as at 30 June each year. Staff members who commence in or are promoted to a job between 1 April and 30 June inclusive will not be eligible for salary advancement until 30 June of the following year.

Performance Pay

- 2.4.13 Staff must participate fully in the Performance Appraisal and Performance Pay Scheme (**Scheme**) at Appendix 3. Based on the outcome of annual performance reviews under the Scheme, staff may be entitled to an annual performance bonus of up to a maximum of [to be inserted] of the base salary.

2.5 Flexible Remuneration Packaging

- 2.5.1 Staff members may choose to access flexible remuneration packaging arrangements in accordance with Corporation policy, conditions and guidelines developed through consultative arrangements at clause 1.11 Consultative Arrangements.
- 2.5.2 Where a staff member takes up the option of flexible remuneration packaging on a 'salary sacrifice' basis, the staff member's salary for purposes of superannuation, severance and termination payments will be determined as if the salary sacrifice arrangements had not been in place.

2.6 Frequency and Method of Salary Payment

- 2.6.1 Staff members will have their salary or wage paid fortnightly in arrears by electronic funds transfer into a financial institution account of their choice.
- 2.6.2 The Corporation may arrange additional fixed deductions to other institutions at the request of the staff member.
- 2.6.3 Fortnightly salary will be calculated by the formula –

$$\frac{\text{Annual Salary} \times 12}{313}$$

2.7 Recovery from Salary on Termination of Employment

- 2.7.1 Prior to the termination of employment, any monies owing to the Corporation shall be repaid by deducting them from final monies or by direct payment by the staff member. To ensure that all matters are settled, the Corporation may withhold payment of the necessary amount of final monies.

2.8 Salary Prepayment

- 2.8.1 The Chief Executive Officer may approve the prepayment of salary or wages to a staff member only where exceptional circumstances exist.

2.9 Higher Duties

- 2.9.1 A staff member may be asked to temporarily perform the functions of a position at a higher classification than the staff member's substantive classification.
- 2.9.2 The eligibility for higher duties allowance (HDA) will be different for different classifications –
- (a) Staff members substantively at or below Administrative Service Officer Level 6, HDA will be payable for periods of two weeks or more.

- (b) Staff members substantively above Administrative Service Officer Level 6, HDA will be payable for periods of eight weeks or more.
- 2.9.3 Periods of higher duties of less than the minimum period will not carry higher remuneration but will be recognised during the performance appraisal process.
- 2.9.4 Where full duties are performed, HDA will be calculated as the difference between the staff member's existing remuneration and the remuneration the staff member would receive if promoted to the higher classification. Remuneration will take account of salary and allowances where applicable. Where the staff member is asked to perform only part of the duties of the higher position, the amount of HDA will be determined by the Chief Executive Officer.
- 2.9.5 Staff members have the right of appeal to an Appeal Committee established for this purpose in respect of staff members acting in positions up to and including Administrative Service Officer Level 6 or equivalent where the period or aggregate of continuous periods exceeds 12 months. There is no right of appeal against a staff member acting in positions above Administrative Service Officer Level 6 or equivalent.

3. Superannuation and Staff Member Allowances

3.1 Superannuation

- 3.1.1 The Corporation will ensure that all employees are fully informed about superannuation arrangements immediately on commencement or recommencement of employment.
- 3.1.2 The Public Sector (accumulation plan) (PSSap) will be the default fund for eligible employees who do not chose a relevant superannuation fund to receive their superannuation contributions and employer contributions will be paid under the *Superannuation (Productivity Benefit) Act 1988*.

3.2 Allowances

First aid allowance

- 3.2.1 *Where the Chief Executive Officer is satisfied that a staff member possesses a first aid certificate and continuing ability commensurate with that qualification and the staff member has first aid responsibilities, the staff member will be paid an allowance of \$10.70 per week.*
- 3.2.2 Part-time staff members will be entitled to pro-rata payment based on their approved weekly hours of duty.
- 3.2.3 The rate of the first aid allowance will be adjusted in accordance with the adjustments to salaries specified in sub-clause 2.4.2.

Motor vehicle allowance

- 3.2.4 The Chief Executive Officer may authorise a staff member to use a private motor vehicle for official purposes. Such authorised staff members will be entitled to receive a Motor Vehicle Allowance at rates specified from time to time under the relevant subscription service. In the event that rates cease to be available, alternative arrangements to update motor vehicle allowance rates will be implemented following discussion in accordance with consultative arrangements at clause 1.11 Consultative Arrangements.

Travel on official duty

- 3.2.5 Economy class travel will be used when travelling on official business in Australia, and business class when travelling overseas.
- 3.2.6 Reasonable expenses (in relation to accommodation, meals and incidentals) incurred by staff members when travelling on official business will be met by the Corporation for the duration of this Agreement.
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- 3.2.7 Staff members will be entitled to travelling allowance for official travel at rates specified from time to time under the relevant subscription service. In the event that rates cease to be available, alternative arrangements to update travelling allowance rates will be implemented following discussion in accordance with consultative arrangements at clause 1.11 Consultative Arrangements.
- 3.2.8 Payments of travelling allowance will, where possible, be made in advance of travel at the staff member's option.
- 3.2.9 The Chief Executive Officer may vary rates of travelling allowance in particular circumstances where he/she considers that the specified rates are either excessive or insufficient.
- 3.2.10 Staff members on duty and away from home for periods in excess of 21 days will, in lieu of travelling allowance, have reasonable expenses met by the Corporation as determined by the Chief Executive Officer.

Other allowances

- 3.2.11 The Chief Executive Officer may authorise the payment of an allowance, the access to a condition of service or the reimbursement of an expense to a staff member covered by this Agreement.

4. Hours and Organisation of Work

4.1 Principles

- 4.1.1 The Corporation and staff members agree on the continuing need for a flexible workplace which will allow staff members to balance work and personal commitments, while providing the Corporation with the flexibility needed to meet corporate objectives, in particular –
- (a) increased flexibility required from all staff both in availability to cover public contact requirements during Corporation business hours and in undertaking a broader range of duties as other staff are retrenched, and
 - (b) stronger administration of formal and informal flexible working hours arrangements in accordance with (a).
- 4.1.2 While supervisors will take into account staff member preferences regarding hours of attendance, there is an expectation of mutually agreed outcomes between supervisors and staff members in meeting operational needs.

4.2 Business Hours

- 4.2.1 The business hours during which the Corporation will be open to provide services to clients are from 8.30 am to 5.00 pm, Monday to Friday. Business hours may be varied by the Chief Executive Officer as the need arises.

4.3 Ordinary Hours of Work

- 4.3.1 The ordinary weekly hours of work for full-time office staff members are 36 hours and 45 minutes.
- 4.3.2 The ordinary day is 7 hours and 21 minutes between the times of 8.30 am to 12.30 pm and 1.30 pm to 4.51 pm, Monday to Friday.

4.4 Agreed Attendance Arrangements

Working Patterns

- 4.4.1 The pattern by which staff members will work the hours of work specified in clause 4.3 Ordinary Hours of Work is a matter for agreement between supervisors and staff members. However, a staff member will –
-

- (a) make himself or herself available for reasonable direction to work outside his or her agreed pattern of work,
- (b) not work more than five consecutive hours without a meal break of at least 30 minutes, and
- (c) not be required to work more than ten hours ordinary time on any one day.

Supervisors and staff members will also have regard to the following –

- (d) a staff member's personal and family commitments,
- (e) the need for appropriate staffing of all areas of the Corporation to meet operational requirements during business hours (as defined in sub-clause 4.2.1),
- (f) the mutual responsibility supervisors and staff members to integrate the management of working hours and leave planning, including flexitime and flexileave, into their overall approach to work planning, and
- (g) the need to ensure that staff members are productively employed and effectively supervised where appropriate.

4.4.2 Staff members below the Senior Officer level may access formal flexitime arrangements as detailed below.

4.4.3 No staff member is required to agree to depart from the ordinary hours of work.

Flexitime

4.4.4 Flexitime is a system of flexible working hours arrangements which enables full-time and part-time staff members and supervisors to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to clients, staff members and the Corporation.

4.4.5 Supervisors have a responsibility to ensure that staff members are productively employed and manage the hours of work so that staff members are not continuing to build excessive flex credits without the opportunity to access flex leave.

Core hours

4.4.6 The standard core hours for attendance are 9.30 am to 12.00 pm and 2.00 pm to 4.00 pm, Monday to Friday.

Span of hours

4.4.7 The span of hours during which a staff member may work standard weekly hours is 8.00 am to 6.00 pm, Monday to Friday. Where a staff member specifically requests to work outside this span of hours, he or she may do so with the agreement of the Chief Executive Officer. Any hours worked on this basis will be considered "ordinary hours" and not attract overtime rates.

Record of attendance

4.4.8 Staff members will each day record their actual time of arrival and departure and any breaks in a manner determined by the Chief Executive Officer.

Settlement periods

4.4.9 A settlement period for the purposes of determining flexitime credits and debits is a period of two weeks coinciding with a pay period.

4.4.10 A staff member may generally only carry over a maximum flexitime credit or debit of 10 hours at the end of a settlement period.

4.4.11 Where a staff member's accumulation of debit hours at the end of a settlement period exceeds 10 hours, the excess hours accumulated will be debited against the staff member's accrued recreation leave or, should the officer have no such leave available, will be treated as leave without pay and an appropriate deduction made from the staff member's pay.

Flexileave

- 4.4.12 A staff member may proceed on flexileave (leave during ordinary core hours) only after obtaining prior approval of his or her supervisor. Such approval shall be subject to work requirements in all cases and shall, unless the supervisor agrees otherwise, be subject to advance written notice.
- 4.4.13 A staff member may take off in ordinary core hours a maximum of one full day or its equivalent per settlement period.

Reversion to standard day

- 4.4.14 Supervisors can require staff members to attend for duty during the ordinary day where it is necessary to meet essential work requirements, although the timing of meetings, training sessions and the like will be scheduled during and around core hours as far as operationally practicable.
- 4.4.15 Access to flexible working arrangements will not apply in circumstances where a staff member's supervisor reasonably considers –
- (a) the staff member's attendance is unsatisfactory; and/or
 - (b) a staff member is misusing the arrangements,
- and the staff member will revert to ordinary hours worked on the basis of an ordinary day as specified in clause 4.3 Ordinary Hours of Work.
- 4.4.16 A supervisor shall provide a written explanation of his or her reasons for requiring a staff member to revert to ordinary hours where requested by the staff member.
- 4.4.17 Access to flexible working arrangements may be restored where a supervisor is satisfied that a staff member's attendance is satisfactory.

Attendance arrangements for part-time staff members

- 4.4.18 The attendance arrangements for part-time staff members will be agreed between the staff member and the supervisor on an individual basis.

4.5 Overtime

- 4.5.1 With substantial opportunities for flexible working arrangements, the Corporation and staff members will endeavour to minimise the need for overtime.
- 4.5.2 Overtime is to be worked by the prior direction of the Chief Executive Officer, or where circumstances do not permit prior direction, subsequently approved in writing by the Chief Executive Officer.
- 4.5.3 Staff members can be directed to attend outside agreed attendance arrangements when necessary for operational requirements. Any such directed duty outside 8.00 am to 6.00 pm (excluding public holidays) or in excess of 7 hours 21 minutes on a day (pro rata for part time staff members), will be considered as overtime.
- 4.5.4 The rate of payment for all overtime will be time-and-a-half of the staff member's current salary plus any allowances in the nature of salary.
- 4.5.5 As an alternative to paid overtime, a staff member may choose time-off-in-lieu at the rate of one and one-half hours for each hour of directed overtime worked.
- 4.5.6 If time-off-in-lieu cannot be taken within four weeks, the staff member is entitled to salary payment for overtime worked at the standard overtime rate of time-and-a-half.
- 4.5.7 The hourly rate for overtime payment will be ascertained by applying the following formula –

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{36.45} \times \frac{3}{2}$$

5. Leave

5.1 Principles

Portability of accrued leave

- 5.1.1 Where a staff member joins the Corporation from another Commonwealth or Australian Capital Territory Government agency after the date of commencement of this Agreement, accrued recreation and sick leave entitlements may only be transferred on payment of an equivalent monetary value of the entitlements being transferred.

Recognition of prior service

- 5.1.2 Provisions for the recognition of prior service for Long Service Leave purposes are set out in the *Long Service Leave (Commonwealth Employees) Act 1976*.

5.2 Recreation Leave

- 5.2.1 Full-time staff members will be entitled to 20 days recreation leave accruing progressively according to ordinary hours worked. Pro rata adjustments will be made for –
- (a) part-time staff members; and
 - (b) staff members who have taken periods of leave not to count as service (where leave not to count as service exceeds 30 calendar days in the accrual year).
- 5.2.2 Recreation leave is subject to prior approval of the Chief Executive Officer. Approval will not be unreasonably refused.
- 5.2.3 Staff members with at least three months service may anticipate up to five days leave from their next credit.
- 5.2.4 While there will be no specific time frame within which staff members are required to take leave, supervisors and staff members are to work towards avoiding the excessive accumulation of recreation leave credits. This recognises the benefits to be gained by staff members from regular periods of recreation leave.
- 5.2.5 On separation from the Corporation, recreation leave credits will be paid out at the staff member's final rate of salary including any allowances that would have been payable during recreation leave..
- 5.2.6 Payment on death –
- (a) Under this Agreement recreation leave credit is calculated as if the staff member had separated from the Corporation otherwise than by death on the date on which death either occurred or is presumed to have occurred.
 - (b) Payment may be made to the dependants of the former staff member, or to the former staff member's legal representative. If payment has not been made within 12 months of the staff member's death, it should be made to the legal representative.
 - (c) On the death of a staff member, any monies owing to the Corporation as a result of the staff member anticipating recreation leave credits will be waived.
- 5.2.7 Payment in lieu of recreation leave will be calculated using the staff member's final rate of salary, including allowances that would have been payable during recreation leave.
- 5.2.8 Staff members are not entitled the provisions of annual leave loading contained in awards applying to staff members as this entitlement has been folded into salary rates.
- ### **5.3 Long Service Leave**
- 5.3.1 Staff members are entitled to the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*. Staff members must not apply for, and will not be granted, a period of Long Service Leave of less than 7 calendar days.
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5.4 Personal Leave

Accrual

- 5.4.1 Full-time staff members will be credited with 17 days full-pay personal leave on commencement and on each anniversary of their commencement. Part-time staff members will accrue personal leave on a pro rata basis. Leave will be credited based on the weekly hours worked as at the date of personal leave accrual. The anniversary date will be extended by the amount of any leave which is not to count for service, where such leave exceeds 30 calendar days in the accrual year.
- 5.4.2 The credit specified in 5.4.1 will be available to staff members for personal carer's leave to provide care or support for members of their immediate family or household as well as for sick leave purposes and any unused credits will be cumulative.
- 5.4.3 In extenuating circumstances, staff members may apply to the Chief Executive for approval to convert full pay personal leave credits to half pay, with the limit for conversion being the lesser of the available personal leave credit or one week for each year of service.

General conditions

- 5.4.4 Staff members are required to notify their supervisor of any absences, for personal leave, in advance or as soon as possible after the absence commences, advising the reason for the absence.
- 5.4.5 Unless otherwise agreed by the Chief Executive Officer, no more than 3 consecutive days of personal leave may be taken without satisfactory documented evidence (or personal declaration in the case of caring responsibilities).

Sick leave

- 5.4.6 Paid personal sick leave shall be available to a staff member when they are absent due to personal illness or injury.
- 5.4.7 The Chief Executive Officer may approve personal sick leave subject to the availability of credits and provision of satisfactory evidence of the reason(s) for leave. The Chief Executive Officer may approve personal sick leave with pay subject to the availability of credits, without the production of satisfactory evidence, for up to 5 days in any sick leave year.
- 5.4.8 A staff member who is medically unfit for duty for one day or longer while on recreation leave and who produces satisfactory medical evidence may apply for personal sick leave. Recreation leave will be re-credited to the extent of the period of personal sick leave granted.
- 5.4.9 A staff member will not be entitled to paid personal leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 5.4.10 Staff members in receipt of workers compensation for more than 45 weeks will accrue personal sick leave on the basis of hours actually worked.
- 5.4.11 The Chief Executive Officer may allow a staff member who has worked in the Corporation for less than 5 years and is absent due to personal illness or injury to anticipate one year's personal sick leave accrual where full pay credits are exhausted.
- 5.4.12 The Chief Executive Officer may grant a staff member additional personal sick leave on half-pay where paid personal sick leave is exhausted.
- 5.4.13 Personal sick leave will not be debited where a staff member is medically unfit on a public holiday, which the staff member would otherwise have observed.
- 5.4.14 The maximum continuous period of paid and unpaid personal sick leave will be 78 weeks. Subject to Clause 5.4.15, personal leave counts as service for all purposes.
- 5.4.15 Personal sick leave beyond 78 weeks will be treated as if the staff member has been granted additional personal sick leave without pay, subject to the production of satisfactory medical evidence. A period of leave taken under this sub-clause does not count as service for any purpose, excluding long service leave.
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- 5.4.16 A staff member will not, without the staff member's consent, be retired on invalidity grounds before the staff member's full-pay personal sick leave credit has been exhausted, subject to Clauses 5.4.14 and 5.4.15.

Carer's Leave

- 5.4.17 The Chief Executive Officer may grant a staff member paid carer's leave with pay in a personal leave accrual year to care for an ill member of their immediate family or household who is dependent on the care and support of the staff member or for an ill person for whom the staff member has primary caring responsibility.

- 5.4.18 Definitions –

- (a) "Immediate family" means spouse (including a de facto spouse or partner) of the staff member, a child or an adult child (including an adopted child, a step or ex nuptial child), parent, grandparent, grandchild or sibling of the staff member or the spouse or defacto partner of the staff member.
- (b) "Household member" is a person who normally lives at the staff member's residence.

Payment in Lieu for Accrued Sick Leave

5.5 Compassionate Leave

- 5.5.1 Staff members shall be entitled to two days compassionate leave on full pay for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household: –

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
(b) sustains a personal injury that poses a serious threat to his or her life; or
(c) dies;

An employee may take compassionate leave for a particular permissible occasion as a single continuous two day period or two separate periods of one day each.

- 5.5.2 Unpaid compassionate leave shall be available to a casual staff member in accordance with the National Employment Standards in Part 2-2 of the Fair Work Act 2009 where the Agreement commences prior to 1 January 2010.

5.6 Parental Leave

- 5.6.1 Unpaid parental leave and related entitlements, including pre-adoption leave, shall be provided in accordance with Division 5 of the National Employment Standards where the Agreement commences prior to 1 January 2010.

5.7 Community Service and Other Leave

- 5.7.1 Staff members shall be entitled to Community Service Leave in accordance with the National Employment Standards where the Agreement commences prior to 1 January 2010.

- 5.7.2 Community service volunteers shall be released for emergency services duties and Defence Reservists shall be released for peacetime training and deployment.

- 5.7.3 In addition to the other categories of leave covered in this chapter, other leave may be granted by the Chief Executive Officer, having regard to operational needs of the Corporation, in a range of circumstances including the following –

- (a) With Pay
- (i) Disasters
 - (ii) Returned soldiers - pension and medical purposes
 - (iii) War Service Personal Leave
 - (iv) Any other approved purpose
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- (b) Without Pay
 - (i) Campaign purposes
 - (ii) Caring responsibilities
 - (iii) Ceremonial
 - (iv) Days of cultural or religious significance for staff members
 - (v) Employment in the interests of the Corporation
 - (vi) Engagement in private sector employment associated with compensation leave
 - (vii) Engagement in work or employment in the interests of defence or public safety
 - (viii) Any other approved purpose

5.7.4 Leave granted with pay will count as service for all purposes. Leave granted without pay will not count as service, unless otherwise determined by the Chief Executive Officer.

5.7.5 The Corporation and staff members agree that, where Corporation policies or practices already exist in relation to the above areas, the continuing arrangements will be no less favourable to the staff member than those applying in those policies at the date of certification of this Agreement.

5.8 Public Holidays

5.8.1 Full-time staff members will observe the following public holidays –

- (a) 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday,
- (b) 26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday,
- (c) Good Friday and the following Saturday and Monday,
- (d) 25 April (Anzac Day) or another day substituted with the approval of the Chief Executive Officer,
- (e) the day observed to celebrate the anniversary of the birth of the Sovereign (the Queen's Birthday),
- (f) the day called Eight Hour Day or Labour Day as proclaimed by the relevant State Government,
- (g) 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December, and
- (h) 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December.
- (i) Any local public holiday declared or prescribed by or under a law of a State or Territory.

5.8.2 An additional day will be observed within the Christmas, New Year period as if it is a public holiday in accordance with the following table –

Christmas Day	Additional Day
Sunday	Wednesday 28 December
Monday	Wednesday 27 December
Tuesday	Monday 31 December
Wednesday	Friday 27 December
Thursday	Monday 29 December
Friday	Tuesday 29 December
Saturday	Wednesday 29 December

- 5.8.3 Public holidays during recreation leave or personal leave are not deducted from recreation leave credits or personal leave credits.
- 5.8.4 No payment is made for public holidays occurring during leave without pay.
- 5.8.5 Public holidays occurring during long service leave are regarded as part of, and not additional to, long service leave.
- 5.8.6 Part-time staff members will observe only those public holidays which fall on their designated days of work.

5.9 *Unauthorised Absence*

- 5.9.1 Where a staff member is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until the staff member resumes duty or is granted leave. For the purposes of accounting for periods of unauthorised absence, the relevant standard working hours as specified in clause 4.3 Standard Hours of Work..

6. *Studies Assistance*

- 6.1.1 The Corporation recognises that leave with or without pay for study purposes can benefit both the individual and the Corporation. The Chief Executive Officer will favourably consider applications for leave for study purposes where these are shown to be of mutual benefit.
- 6.1.2 The Corporation agrees that current policies and practices relating to studies assistance – including non-leave provisions – will continue in a manner no less favourable to staff members than the arrangements applying in those policies at the date of certification.

7. *Termination of Employment*

7.1 *Redundancy Principles*

- 7.1.1 The Government's clear policy with regard to redundancy is to have people in employment. Retrenchment payments are a fall-back in situations where a person loses employment because they have been clearly identified as surplus to the requirements of the organisation.
- 7.1.2 Staff members are not entitled to retrenchment benefits where they obtain or have a clear intention of obtaining alternative Australian Government employment prior to being retrenched, although they may be entitled to maintenance of income.

7.2 *Redundancy Benefits*

- 7.2.1 The Corporation and staff members recognise the circumstances in which the Corporation is to be wound up over an extended period. Having regard to –
 - (a) the limited employment prospects in Albury-Wodonga for many staff,
 - (b) the age and service profile of staff generally, and
 - (c) the need for commitment of staff to the Corporation's plans and strategies in a wind-up situation,the Corporation and staff members agree that the conditions detailed at Appendix 1 - Redundancy Conditions Agreement will apply to eligible Corporation staff members who become redundant.

7.3 *Other Termination Benefits*

- 7.3.1 A fixed term staff member whose employment is terminated for a reason other than serious misconduct, ill health or unsatisfactory work performance, and who is not entitled to benefits under Appendix 1 - Redundancy Conditions Agreement shall, in addition to the period of notice or payment in lieu of notice in accordance with section 117 of the *Fair Work Act 2009*,
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be entitled to a termination payment based on the unexpired period of the employment term and calculated in accordance with following table.

Amount of Term Not Completed	Termination Payment
1 to 6 months	2 weeks salary
More than 6 months and up to 12 months	4 weeks salary
More than 12 months and up to 18 months	8 weeks salary
More than 18 months and up to 24 months	12 weeks salary
More than 24 months and up to 30 months	16 weeks salary
More than 30 months and up to 36 months	20 weeks salary

7.4 Termination of Employment – Review Mechanism

7.4.1 The sole and exhaustive rights and remedies of a staff member in relation to termination of employment are those that the staff member enjoys under –

- (a) Part 3-2 of the *Fair Work Act 2009*;
- (b) other Commonwealth laws (including the Constitution); and
- (c) common law.

7.4.2 Termination of, or a decision to terminate employment, cannot be reviewed under clause 1.10 Dispute Avoidance and Settlement Procedures.

7.4.3 Nothing in this agreement prevents the Corporation from terminating the employment of a staff member for serious misconduct, without further notice or payment in lieu, in accordance with section 123(1)(b) of the Fair Work Act..

8. Appendices

Appendix 1 - Redundancy Conditions Agreement

Part A - Preliminary

1. Introduction

- (a) This Agreement specifies the conditions to be used to manage redundancies that occur within the Corporation.

The Agreement outlines an integrated process for dealing with redundancies, which involves the following major steps –

- (i) consultation with staff representatives,
- (ii) redeployment of excess staff,
- (iii) examination of voluntary retrenchment as an option,
- (iv) both redeployment and voluntary retrenchment must be explored before proceeding with involuntary retrenchment,

Excess staff members redeployed to a classification at a lower level may be entitled to income maintenance in accordance with Part D.

- (b) Appeal procedures are outlined at clause 12.

2. Date of Operation

This Agreement is effective from 10 October 1995 for all excess staff situations occurring after that date.

3. Definitions and Interpretations

"Corporation" means the Albury-Wodonga Development Corporation established under the *Albury-Wodonga Development Act 1973*.

"Staff member" means an officer appointed or employee engaged in accordance with section 21(1) the *Albury-Wodonga Development Act 1973*.

"Staff representative" means a person or organisation invited by a staff member to represent that staff member in a matter under this Agreement or a union.

"Union" means the Community and Public Sector Union.

Part B - General Provisions

4. Application

- (a) This Agreement applies to the Albury-Wodonga Development Corporation, its staff and relevant staff representatives, except that the Agreement does not apply to –

- (i) a casual staff member whose employment may be terminated, for reasons other than misconduct or incompetence, without notice,
- (ii) a staff member who is dismissed for misconduct or incompetence,
- (iii) a staff member with less than 12 months' service,
- (iv) a staff member on probation,
- (v) a staff member engaged for a fixed term or for the duration of a specific project.

- (b) Redundancies will occur within the Corporation where staff cannot be used efficiently or effectively because of discontinuation of or changes in the nature, extent or organisation of the functions of the Corporation, or technological or other changes in work methods.

5. Continuous Service

"Continuous service" includes service with other Australian Government employing authorities, or service with the Defence forces or service with State or Local Government employing authorities which is recognised for long service leave purposes by the Corporation provided that –

- (a) there has been no break in the successive periods of service, and
- (b) service with a former employer was not terminated because of retrenchment; retirement on the grounds of invalidity, inefficiency or loss of essential qualification, forfeiture of office, dismissal on disciplinary grounds; termination of probationary appointment because of unsatisfactory service; or voluntary retirement at or above the minimum retiring age applicable to the staff member. Receipt of retirement superannuation benefits is a conclusive indication of age retirement.

The Corporation and staff members recognise the unique circumstances existing within the Corporation that support recognition of prior State and Local Government service for this purpose –

- (c) the Corporation was previously a tri-partite body, comprising both Australian and State Government entities,
- (d) the Corporation has, in the past, undertaken work of a similar nature to that of a local council and has exercised planning powers as if it were a local council in the States of New South Wales and Victoria,
- (e) the nature of the Corporation's work has, in the past, supported the recruitment of staff members with specific state and local government experience, and
- (f) the Corporation has actively recruited staff from state and local government and, in accordance with existing Australian Government standards, has recognised prior service for long service leave and sick leave purposes for those staff so recruited,

and the staff representatives give an undertaking that the recognition of State and Local Government service for this purpose is not to be used and will not be cited as a precedent in negotiating employment conditions in other areas of Australian Government employment.

6. Consultation with Staff Representatives

In consultations with staff representatives on staff reductions as required by the *Workplace Relations Act 1996*, the Chief Executive Officer will provide all relevant details and arrange discussions with the relevant staff representatives.

7. Redeployment and Retraining

(a) Redeployment

The Corporation shall take such action as is reasonable to find suitable alternative short term employment within the Corporation for excess staff. The Corporation may explore redeployment opportunities in other areas of Australian Government employment.

(b) Provision for Retraining

The Corporation will fund genuine vocational training and retraining programs for staff including necessary special leave to attend external training and payment of course fees. Retraining may also be by means of a reasonable period of on-the-job training with the Corporation or inclusion in a training course where it is practicable and consistent with the Corporation's normal training programs.

These programs will address retraining necessary to undertake broader or different duties within the Corporation during the wind-up period or training to prepare staff for future employment opportunities outside the organisation on redundancy.

Access to retraining entitlements will continue to be available for a period of 12 months after a staff member's retrenchment from the Corporation where costs are genuinely incurred in facilitating re-employment. Access may be extended for an additional period of up to 12 months where the Chief Executive Officer is satisfied that extenuating circumstances exist.

Payment of course fees, mandatory administrative fees levied by the educational institution, accommodation for mandatory residential courses or seminars, or any other mandatory costs where non-payment would disadvantage a student's ability to complete an approved course of study satisfactorily shall be limited to \$5,578 in respect of each individual staff member. Special leave to attend external training will be limited to four weeks in respect of each individual staff member.

8. Counselling

For each staff member who is identified as excess to requirements, the Corporation will meet the cost of obtaining vocational, financial and personal counselling services related to their redundancy if the staff member seeks such services. Payment of these costs will be limited to \$1,395 in respect of each individual staff member.

9. Leave and Assistance to Seek Employment

Where a staff member –

- (a) has an election to be retrenched approved by the Chief Executive Officer, or
- (b) has been advised that he or she is excess to requirements,

he or she shall be entitled to reasonable leave with full pay to attend necessary employment interviews and, where expenses to attend such interviews are not met by the prospective employer, the staff member shall be entitled to reasonable travel and incidental expenses incurred in attending such interviews.

10. Relocation Expenses

Where it is necessary as a result of redeployment in accordance with the procedures outlined in the Agreement for a staff member to move household to a new locality to take up another position with the Commonwealth, all reasonable expenses associated with the move that are not met by the new employer shall be met by the Corporation on the same basis as would apply if the staff member was promoted to a position at a new locality.

11. Leave Entitlements

A retrenched staff member, upon retrenchment, shall receive pro rata payment in lieu of annual leave, leave loading and long service as prescribed in the relevant legislation, award or staff terms and conditions of service.

12. Right of Appeal

- (a) A staff member shall have the right of appeal against decisions taken concerning eligibility for income maintenance, the amount payable as income maintenance and his or her eligibility for benefits under –
 - (i) clause 9 – Leave and Assistance to Seek Employment,
 - (ii) clause 10 – Relocation Expenses,
- (b) Appeals will be referred to a Committee comprising an independent chairperson agreed to by the Corporation and the staff member concerned (or invited staff representative), a nominee of the staff member concerned (or invited staff representative) and a nominee of the Corporation. The Committee will report its findings with recommendations to the Corporation. The final decision rests with the Corporation, who will advise the appellant of the outcome of the appeal.

13. Adjustment of Rates

The monetary limits specified in subclause 7(b) Provision for Retraining and clause 8 Counselling will be adjusted with effect from 1 July each year, by CPI movements over the 12 month period to the end of the preceding March quarter.

Part C - Retrenchment Processes and Benefits

14. Retrenchment Process and Entitlement to Retrenchment Benefits –

- (a) The Government's clear policy with regard to redundancy is to have people in employment. Retrenchment payments are a fallback in situations where a person loses

employment because they have been clearly identified as surplus to the requirements of the organisation. Staff members are not entitled to retrenchment benefits where they obtain or have a clear intention of obtaining alternative Australian Government employment prior to being retrenched, although they may be entitled to maintenance of income in accordance with Part D.

- (b) Having regard to subclause (a), staff members shall be entitled to retrenchment benefits in the following circumstances –
- (i) The Chief Executive Officer identifies positions or categories of positions as excess to its requirements following consultation with relevant staff representatives.
- the Chief Executive Officer invites elections for voluntary retrenchment from affected staff members,
- staff members have a period of one month in which to advise the Chief Executive Officer of their election during which time the Chief Executive Officer will not give notice of retrenchment,
- elections for voluntary retrenchment are received from affected staff members, and the Chief Executive Officer retrenches the staff members.
- (ii) After consultation with relevant staff representatives the Chief Executive Officer establishes a timetable showing dates on which positions or categories of positions are expected to be excess to requirements,
- at a time no greater than six months before the specified date that his or her position is expected to be excess to requirements, an affected staff member seeks to have his or her position immediately declared excess to requirements,
- the Chief Executive Officer agrees that the position should be declared excess,
- the Chief Executive Officer invites an application for voluntary retrenchment from the staff member,
- the staff member has a period of one month in which to advise the Chief Executive Officer of his or her election during which time the Chief Executive Officer will not give notice of retrenchment,
- an application for voluntary retrenchment is received from that staff member, and the Chief Executive Officer retrenches the staff member.
- (iii) A staff member has been invited to elect for voluntary retrenchment in accordance with (i) or (ii) above and does not so elect,
- the Chief Executive Officer, after review of the situation, decides that the staff member's position should still be declared excess,
- the Chief Executive Officer retrenches the staff member.
- (c) In a redundancy affecting a number of staff members engaged in the similar work at the same level, where an invitation to elect for voluntary retrenchment has been offered, the Chief Executive Officer shall not involuntarily retrench any staff members engaged in that work if there remain staff members engaged in that work at that level who have volunteered for retrenchment, been refused and still wish to elect for voluntary retrenchment.
- (d) The Chief Executive Officer may invite staff members who are not redundant to elect to be retrenched where this would permit the short term redeployment of staff members who are redundant, who do not wish to elect for voluntary retrenchment and who would otherwise become excess to requirements.

15. Notice of Retrenchment

- (a) Subject to subclause (b), where the Chief Executive Officer retrenches a staff member, the staff member shall be given four weeks formal notice of retrenchment. Formal notice will be increased to five weeks where the staff member is over 45 years of age and has had more than 5 years of continuous service.

- (b) Where notice has been given in accordance with subclause (a) and the Chief Executive Officer directs, or the staff member requests, the staff member shall be retrenched at any time within the notice period and the staff member shall be entitled to receive payment in lieu of salary for the unexpired portion of the period of notice.
- (c) In calculating any payment in lieu of notice under subclause (b), the salary to be used shall be the salary a staff member would have received had he or she been on recreation leave during the notice period or unexpired portion of the notice period.

16. Retrenchment Benefits – Severance Payment

- (a) The following entitlements recognise the particular circumstances which may exist in the Corporation including continuing uncertainty over future employment prospects within the Corporation, the limited employment prospects in Albury-Wodonga for many staff, the age and service profile of staff generally, and the need for commitment of staff to the Corporation's plans and strategies to provide significantly increased returns to the Commonwealth.
- (b) A staff member retrenched in accordance with this part shall be entitled to be paid a severance payment calculated as follows –
 - (i) four weeks salary for each completed year of continuous service, plus a pro rata payment for each completed month of continuous service since the last completed year of continuous service calculated in accordance with this clause for the first five years service, and
 - (ii) three weeks salary for each completed year of continuous service in excess of five years, plus a pro rata payment for each completed month of continuous service since the last completed year of continuous service calculated in accordance with this clause.
 - (iii) Notwithstanding A and B, where a staff member is over 50 years of age, the rate of payment shall be 4 weeks salary for each completed year of continuous service, plus a pro rata payment for each completed month of continuous service since the last completed year of continuous service calculated in accordance with this clause, for service after the staff member reached 50 years of age.

Provided that the total severance payment shall be subject to a minimum payment of 12 weeks salary and a maximum payment of 80 weeks salary.

- (c) For the purpose of calculating any payment under (b) –
 - (i) where a staff member has been acting in a higher position for a continuous period of at least twelve months immediately preceding the date on which he or she receives notice of retrenchment under subclause 15(a), the salary level shall be the staff member's salary in such higher position at that date,
 - (ii) other allowances, being allowances in the nature of salary, may be included with the approval of the Chief Executive Officer.

17. Employment in an Australian Government Agency

- (a) Any redundant staff member who obtains ongoing employment in an Australian Government agency has no entitlement to a voluntary redundancy payment.
- (b) If a redundant staff member obtains ongoing employment in an Australian Government agency at a lower salary level, he or she will be entitled to income maintenance in accordance with the provisions of Part D of This Agreement.

18. No Entitlement to Income Maintenance

Staff members retrenched in accordance with the provisions in this Part are not entitled to receive income maintenance.

Part D – Redeployment and Income Maintenance Arrangements

19. Application

- (a) This Part applies to staff members who are formally advised that they are excess to requirements and are redeployed to a position at a lower level in another Australian Government Department or Authority.
- (b) The provisions of this Part do not apply to staff members who have received redundancy benefits under Part C.

20. Income Maintenance Entitlements

- (a) An excess staff member who –
 - (i) is not excluded from the application of the Agreement by clause 4, and
 - (ii) is transferred or obtains employment with another Australian Government department or authority at a lower salary levelmay be eligible for income maintenance.
- (b) A staff member who retires or has reached the maximum retiring age or a staff member who resigns is not entitled to income maintenance.
- (c) Subject to subclauses (a) and (b), the period of income maintenance is determined as follows –
 - (i) where a staff member has 20 or more years of continuous service as defined in clause 5, or is over 45 years of age – 12 months, or
 - (ii) in the case of all other staff members – six months.
- (d) The income maintenance period will be extended by any period of maternity leave where the retrenched staff member applied for maternity leave in accordance with the relevant award or legislation before the retrenchment date.

21. Calculations of Income Maintenance Payments

- (a) Income maintenance payments are the amounts payable from time to time to maintain a former staff member's income at the level of salary paid by the Corporation immediately prior the former staff member's redeployment.
- (b) The calculation of salary paid by the Corporation immediately prior to redeployment shall exclude all allowances and loadings other than those of a permanent nature. The salary shall include –
 - (i) where a staff member has been acting in a higher position for a continuous period of at least twelve months immediately preceding the date on which he or she receives notice of retrenchment under subclause 15(a), the salary level shall be the staff member's salary in such higher position at that date,
 - (ii) other allowances, being allowances in the nature of salary, may be included with the approval of the Chief Executive Officer.
 - (iii) a higher duties allowance which has been received for at least twelve months immediately before the date of notice of redeployment provided that the staff member would have continued to act in the position but for the redeployment,
 - (iv) other allowances or loadings may be included with the approval of the Chief Executive Officer.
- (c) The amount paid as income maintenance payments shall not be updated by any salary increases applicable to Corporation staff members.

Appendix 2 - Salary Rates**Schedule 1 – Base Annual Rates of Pay**

Column 1	Column 2	Column 3	Column 4	Column 5
Classification	Current Salary	Salary (clause 2.4.2(a))	Salary (clause 2.4.2(b))	Salary (clause 2.4.2(c))
Administrative Service Officer Class 1				
Under 18 years	\$20,711	\$21,539	\$22,401	\$23,297
At 18 years	\$24,163	\$25,129	\$26,135	\$27,180
At 19 years	\$27,960	\$29,078	\$30,241	\$31,451
At 20 years	\$31,411	\$32,668	\$33,975	\$35,333
	\$34,518	\$35,899	\$37,335	\$38,828
	\$35,680	\$37,107	\$38,591	\$40,135
	\$36,645	\$38,111	\$39,635	\$41,220
	\$38,151	\$39,677	\$41,264	\$42,915
Administrative Service Officer Class 2				
	\$39,066	\$40,629	\$42,254	\$43,944
	\$40,139	\$41,745	\$43,415	\$45,152
	\$41,196	\$42,844	\$44,558	\$46,340
	\$42,264	\$43,955	\$45,713	\$47,542
	\$43,322	\$45,055	\$46,857	\$48,731
Administrative Service Officer Class 3				
	\$44,497	\$46,277	\$48,128	\$50,053
	\$45,653	\$47,479	\$49,378	\$51,353
	\$46,811	\$48,683	\$50,630	\$52,655
	\$48,025	\$49,946	\$51,944	\$54,022
Administrative Service Officer Class 4				
	\$49,594	\$51,578	\$53,641	\$55,787
	\$51,170	\$53,217	\$55,346	\$57,560
	\$52,501	\$54,601	\$56,785	\$59,056
	\$53,847	\$56,001	\$58,241	\$60,571
Administrative Service Officer Class 5				
	\$55,314	\$57,527	\$59,828	\$62,221
	\$57,047	\$59,329	\$61,702	\$64,170
	\$58,656	\$61,002	\$63,442	\$65,980

Column 1	Column 2	Column 3	Column 4	Column 5
Classification	Current Salary	Salary (clause 2.4.2(a))	Salary (clause 2.4.2(b))	Salary (clause 2.4.2(c))
Administrative Service Officer Class 6	\$59,746	\$62,136	\$64,621	\$67,206
	\$61,229	\$63,678	\$66,225	\$68,874
	\$62,906	\$65,422	\$68,039	\$70,761
	\$66,070	\$68,713	\$71,462	\$74,320
	\$68,625	\$71,370	\$74,225	\$77,194
General Service Officer Level 7	\$43,873	\$45,628	\$47,453	\$49,351
	\$44,685	\$46,472	\$48,331	\$50,264
	\$45,535	\$47,356	\$49,250	\$51,220
	\$46,432	\$48,289	\$50,221	\$52,230
General Service Officer Level 10	\$59,746	\$62,136	\$64,621	\$67,206
	\$61,558	\$64,020	\$66,581	\$69,244
	\$63,279	\$65,810	\$68,442	\$71,180
	\$64,790	\$67,382	\$70,077	\$72,880
	\$66,767	\$69,438	\$72,216	\$75,105
Professional Officer Class 1	\$41,663	\$43,330	\$45,063	\$46,866
	\$43,322	\$45,055	\$46,857	\$48,731
	\$45,845	\$47,679	\$49,586	\$51,569
	\$48,905	\$50,861	\$52,895	\$55,011
	\$52,324	\$54,417	\$56,594	\$58,858
	\$55,680	\$57,907	\$60,223	\$62,632
	\$58,445	\$60,783	\$63,214	\$65,743
Professional Officer Class 2	\$59,746	\$62,136	\$64,621	\$67,206
	\$61,558	\$64,020	\$66,581	\$69,244
	\$63,279	\$65,810	\$68,442	\$71,180
	\$64,790	\$67,382	\$70,077	\$72,880
	\$66,767	\$69,438	\$72,216	\$75,105
Senior Officer Grade C	\$73,410	\$76,346	\$79,400	\$82,576
	\$79,519	\$82,700	\$86,008	\$89,448

Column 1	Column 2	Column 3	Column 4	Column 5
Classification	Current Salary	Salary (clause 2.4.2(a))	Salary (clause 2.4.2(b))	Salary (clause 2.4.2(c))
Senior Officer Grade C + SOEA	\$75,987 \$82,096	\$79,026 \$85,380	\$82,187 \$88,795	\$85,474 \$92,346
Senior Officer Grade B	\$83,615 \$88,474 \$95,442	\$86,960 \$92,013 \$99,260	\$90,438 \$95,694 \$103,230	\$94,056 \$99,522 \$107,359
Senior Officer Grade B + SOEA	\$87,483 \$92,342 \$99,310	\$90,983 \$96,036 \$103,283	\$94,622 \$99,878 \$107,414	\$98,407 \$103,873 \$111,710
Senior Officer Grade A	\$98,792	\$102,744	\$106,854	\$111,128
Senior Officer Grade A + SOEA	\$102,660	\$106,767	\$111,038	\$115,479
Senior Professional Officer Grade C	\$73,410 \$79,519	\$76,346 \$82,700	\$79,400 \$86,008	\$82,576 \$89,448
Senior Professional Officer Grade C + SOEA	\$75,987 \$82,096	\$79,026 \$85,380	\$82,187 \$88,795	\$85,474 \$92,346
Senior Professional Officer Grade B	\$83,615 \$88,474 \$95,442	\$86,960 \$92,013 \$99,260	\$90,438 \$95,694 \$103,230	\$94,056 \$99,522 \$107,359
Senior Professional Officer Grade B + SOEA	\$87,483 \$92,342 \$99,310	\$90,983 \$96,036 \$103,283	\$94,622 \$99,878 \$107,414	\$98,407 \$103,873 \$111,710
Senior Professional Officer Grade A	\$98,792	\$102,744	\$106,854	\$111,128
Senior Professional Officer Grade A + SOEA	\$102,660	\$106,767	\$111,038	\$115,479
Senior Professional Officer Grade A (Engineering & Related)	\$100,561	\$104,583	\$108,766	\$113,117

Column 1	Column 2	Column 3	Column 4	Column 5
Classification	Current Salary	Salary (clause 2.4.2(a))	Salary (clause 2.4.2(b))	Salary (clause 2.4.2(c))
Senior Professional Officer Grade A (Engineering & Related) + SOEA	\$104,429	\$108,606	\$112,950	\$117,468
Technical Officer Level 1	\$40,399	\$42,015	\$43,696	\$45,444
	\$41,125	\$42,770	\$44,481	\$46,260
	\$41,782	\$43,453	\$45,191	\$46,999
	\$42,437	\$44,134	\$45,899	\$47,735
Technical Officer Level 2	\$43,871	\$45,626	\$47,451	\$49,349
	\$45,293	\$47,105	\$48,989	\$50,949
	\$46,433	\$48,290	\$50,222	\$52,231
	\$47,698	\$49,606	\$51,590	\$53,654
	\$48,905	\$50,861	\$52,895	\$55,011
	\$50,501	\$52,521	\$54,622	\$56,807
Technical Officer Level 3	\$51,513	\$53,574	\$55,717	\$57,946
	\$52,725	\$54,834	\$57,027	\$59,308
	\$54,212	\$56,380	\$58,635	\$60,980
	\$55,680	\$57,907	\$60,223	\$62,632
	\$57,168	\$59,455	\$61,833	\$64,306
	\$58,445	\$60,783	\$63,214	\$65,743
Technical Officer Level 4	\$59,746	\$62,136	\$64,621	\$67,206
	\$61,558	\$64,020	\$66,581	\$69,244
	\$63,279	\$65,810	\$68,442	\$71,180
	\$64,790	\$67,382	\$70,077	\$72,880
	\$66,767	\$69,438	\$72,216	\$75,105

Schedule 2 – Base Weekly Rates of Pay

Column 1	Column 2	Column 3	Column 4	Column 5
Classification	Current Pay Rate	Pay Rate (clause 2.4.2(a))	Pay Rate (clause 2.4.2(b))	Pay Rate (clause 2.4.2(c))
General Service Officer Class 2	\$636.80	\$662.27	\$688.76	\$716.31
	\$644.89	\$670.69	\$697.52	\$725.42
	\$653.54	\$679.68	\$706.87	\$735.14
	\$662.18	\$688.67	\$716.22	\$744.87
General Service Officer Class 3	\$687.63	\$715.14	\$743.75	\$773.50
	\$696.30	\$724.15	\$753.12	\$783.24
	\$704.90	\$733.10	\$762.42	\$792.92
	\$713.52	\$742.06	\$771.74	\$802.61
General Service Officer Class 4	\$713.52	\$742.06	\$771.74	\$802.61
	\$723.82	\$752.77	\$782.88	\$814.20
	\$734.06	\$763.42	\$793.96	\$825.72
	\$744.99	\$774.79	\$805.78	\$838.01
General Service Officer Class 5	\$757.24	\$787.53	\$819.03	\$851.79
	\$771.83	\$802.70	\$834.81	\$868.20
	\$786.44	\$817.90	\$850.62	\$884.64
	\$800.34	\$832.35	\$865.64	\$900.27
General Service Officer Class 6	\$800.34	\$832.35	\$865.64	\$900.27
	\$814.24	\$846.81	\$880.68	\$915.91
	\$826.82	\$859.89	\$894.29	\$930.06
	\$839.43	\$873.01	\$907.93	\$944.25
General Service Officer Class 7	\$841.02	\$874.66	\$909.65	\$946.04
	\$856.56	\$890.82	\$926.45	\$963.51
	\$872.88	\$907.80	\$944.11	\$981.87
	\$890.07	\$925.67	\$962.70	\$1,001.21

Column 1	Column 2	Column 3	Column 4	Column 5
Classification	Current Pay Rate	Pay Rate (clause 2.4.2(a))	Pay Rate (clause 2.4.2(b))	Pay Rate (clause 2.4.2(c))
General Service Officer Class 8	\$914.28	\$950.85	\$988.88	\$1,028.44
	\$931.48	\$968.74	\$1,007.49	\$1,047.79
	\$949.36	\$987.33	\$1,026.82	\$1,067.89
	\$968.04	\$1,006.76	\$1,047.03	\$1,088.91

Appendix 3 – Performance Appraisal and Performance Pay

1. Introduction

The Corporation and staff members acknowledge the benefit of a performance pay scheme for all staff below Senior Executive Service level that complements performance appraisal arrangements.

Staff Members are required to participate in the Performance Appraisal process outlined in Policy 01 – Employment Policy.

2. Objectives

The objectives of performance appraisal in the Corporation are to improve performance through; -

- measurement of individual performance against corporate goals and objectives (as detailed in the Corporation's Annual Operational Plan);
- evaluation of individual Staff Members' understanding of their work responsibilities and the performance standards expected of them and to ensure they know how their performance against standards is perceived;
- evaluation of communication between supervisors and their staff;
- improvement of individual work performance where expected results are not achieved.

Performance Appraisal is also designed to provide –

- a basis for assessing and meeting the training and development needs of individual Staff Members;
- adaptability and flexibility in Staff Members; and
- a basis for performance based pay arrangements.

3. Performance Assessment

The overall performance of Staff Members assessed against the relevant Key Result Areas identified for individual positions, as provided by the guidelines outlined in Policy 01 will be rated in accordance with the following categories: -

OUTSTANDING - Performance far exceeds the standard expected of fully effective officers at this classification level. This level indicates that the officer has delivered exceptional results against all indicators.

SUPERIOR - Performance exceeds the standard expected of fully effective officers at this classification level. This level indicates that the officer has delivered better than satisfactory results against all indicators.

FULLY EFFECTIVE - Performance meets the standard expected of fully effective officers at this classification level. This level indicates that the officer has delivered better than satisfactory against nearly all indicators.

SATISFACTORY - Performance meets the standard expected of officers at this classification level. This level indicates that the officer has delivered satisfactory results against all indicators.

UNSATISFACTORY - Performance does not meet the standard expected of officers at this classification level. This level indicates that the officer has failed to deliver satisfactory results against a significant number of indicators.

4. Performance Bonus Payments

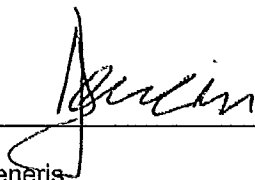
At the end of each performance cycle, each staff member whose performance is assessed as "fully effective", "superior" or "outstanding" for that cycle will be eligible for a lump-sum performance bonus specified in the following table –

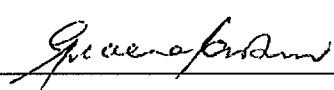
Performance Assessment	Individual Performance Pay
Unsatisfactory	0% of salary
Satisfactory	0% of salary
Fully Effective	3% of salary
Superior	7.5% of salary
Outstanding	10% of salary

An individual staff member's performance pay will be proportionally reduced to take account of –

- (a) periods of part-time employment,
- (b) leave not counting as service, and
- (c) any periods where the staff member was not employed by the Corporation during the performance cycle.

9. Signatures


Date: 25 / 1 / 2010
Peter Veneris
for and on behalf of the Albury-Wodonga Development Corporation


Date: 25 / 1 / 2010
Graeme Hiskins
for and on behalf of Staff Members