



Australian Government
Department of Education, Employment
and Workplace Relations

TRAVEL

ALLOWANCES

REMOTE
LOCALITIES

LEAVE

PAY

WORKING
HOURS

PERFORMANCE
MANAGEMENT

DEEWR Collective Agreement 2009-11

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PART A - SCOPE OF THE AGREEMENT

Agreement Title

1. This Agreement shall be known as the *DEEWR Collective Agreement 2009-2011*.

Purpose

2. The broad aim of this Agreement is to support DEEWR to meet the Government's agenda for early childhood development, quality education outcomes at all levels, a skilled workforce with greater participation, successful workplaces and an inclusive society.

3. To achieve our vision we will:

- Care for our people by creating a positive working environment, based on honesty and trust where people can balance their work with their personal life, and are supported to deliver high-quality performance.
- Connect and engage by working in collaboration across the department and creating consultative and inclusive relationships with our stakeholders.
- Find solutions, deliver results by finding creative and practical solutions and using all of our experience and determination to ensure those solutions deliver results for the Government, the public and stakeholders.

Employees Covered and Parties Bound

4. This Agreement is made under section 328 of the *Workplace Relations Act 1996* (WR Act) and applies to all APS employees of DEEWR who are employed under the provisions of the *Public Service Act 1999* (PS Act), but it does not apply to:

- a. any Senior Executive Service employee nor any employee whose salary is not paid by DEEWR; or
- b. any employee who is party to an Australian Workplace Agreement.

5. In accordance with section 351 of the WR Act, this Agreement binds the:

- a. Secretary of the Department of Education, Employment and Workplace Relations (DEEWR) on behalf of the Commonwealth of Australia; and
- b. DEEWR employees engaged under the Public Service Act; and
- c. Community and Public Sector Union (CPSU); and
- d. Media Entertainment and Arts Alliance (MEAA).

Commencement and Duration

6. This Agreement takes effect from the seventh day after notification is given by the Workplace Authority that the Agreement passes the no disadvantage test, in accordance with the WR Act. This Agreement shall nominally expire on 17 November 2011.

Relationship to other Awards, Agreements and Legislation

7. This Agreement operates to the exclusion of Awards.

8. It is acknowledged that employment in DEEWR is subject to the provisions of various Acts (including regulations, directions, rules or instruments made under those Acts) as in force from time to time, including:

- *Public Service Act 1999*;
- *Workplace Relations Act 1996*;
- *Long Service Leave (Commonwealth Employees) Act 1976*;
- *Maternity Leave (Commonwealth Employees) Act 1973*;

-
- *Superannuation Act 1976;*
 - *Superannuation Act 1990;*
 - *Superannuation Act 2005;*
 - *Superannuation (Productivity Benefit) Act 1988;*
 - *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
 - *Safety, Rehabilitation and Compensation Act 1988;*
 - *Public Employment (Consequential and Transitional) Amendment Act 1999;*
 - *Occupational Health and Safety Act 1991.*

9. This Agreement states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a relevant Commonwealth law or implied at common law.

10. The operation of this Agreement is supported by DEEWR policies, procedures, and guidelines. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.

11. Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time following consultation with the parties to the Agreement and will apply in the form they are in as at the time of any relevant action/decision.

12. Policies, procedures and guidelines that alter employee conditions or entitlements detrimentally will only be made or varied by agreement of the parties to the Agreement following consultation.

13. Disputes over the content, application or interpretation of any policies, procedures or guidelines which support the operation of this Agreement will be subject to the Dispute Resolution procedures of the Agreement.

Delegation

14. The Secretary may, in writing, delegate any of the Secretary's powers or functions under this Agreement.

15. Where the Agreement implies that approval is necessary or specifies that payment will be made or leave will be granted, but a head of power is not specified, the Agreement should be read as meaning the approval of the Secretary will be obtained prior to the action occurring.

Closed Agreement

16. 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 the Agreement.

Variations to Agreement

17. This Agreement may only be varied in accordance with the WR Act.

PART B - REMUNERATION

Salary Increases

18. Salary increases provided as part of this Agreement are detailed at Attachments A, B and C.

19. All existing employees whose terms and conditions of employment at the time of the commencement of the Agreement are:

- provided for by one of the Certified Agreements preserved by the section 24(3) determination (Department of Education, Science and Training – ‘Caring for our People – Creating our Future’ Certified Agreement 2006 -2009; Department of Employment and Workplace Relations Certified Agreement 2005-2008; Department of Family and Community Services Certified Agreement 2005-2008) without access to a performance bonus; and
- did not receive and accept an AWA buyout offer

will receive a \$1,000 sign on and retention bonus. The first \$500 of the bonus is payable on the first full pay period following commencement of this Agreement and the second \$500 is payable on 23 July 2009.

20. On commencement of the Agreement, existing employees whose salary was determined by the DEEWR notional pay scale will translate into the DEEWR broadband structure at their existing APS classification and at their current pay point. Where an employee’s pay point is abolished, the employee will move to the pay point within their classification that gives them a salary closest to but not less than their current salary.

21. On commencement of the CA existing employees whose salary was not determined by the notional pay scale will translate into the DEEWR broadband structure at their existing APS classification based on their current salary. Where an employee’s current salary is below the salary range for the relevant classification they will be moved to the bottom pay point of that classification. Where an employee’s current salary is within the salary range of the relevant classification, they will be moved to the salary equivalent to their current salary; if there is no equivalent salary, to the salary closest to, but not lower than their current salary. Where an existing employee is receiving a salary that exceeds the top pay point for their APS classification they will receive salary maintenance and any increases thereafter will be in accordance with clause 22. Salary maintenance under this provision does not constitute movement or promotion beyond the employee’s existing classification.

22. On 15 August each year employees who have translated above the top pay point will receive pay increases limited to 2.5% effective from 15 August each year subject to performance ratings of Good or better for both key deliverables and observable work behaviours. Once the employee’s actual salary falls within the pay point range for their APS classification they will move to the equivalent pay point or, if no equivalent, the pay point closest to, but not lower than their actual salary.

23. The 2.5% salary increase will not apply to DEEWR employees who terminate their AWA after commencement of this Agreement. Where a DEEWR employee’s AWA is terminated after the commencement of this Agreement and the employee becomes bound by this Agreement, his or her salary on termination of the AWA will be maintained until such time as the employee’s actual salary falls within the salary range for their classification when they will move to the equivalent salary or, if no equivalent, to a salary that is closest to but not lower than their previous AWA salary.

24. It is agreed that the terms of the Agreement may be supplemented by the Secretary on either an individual employee basis or for a group of employees to meet special workplace or operational circumstances and/or flexibilities (known as a flexibility agreement):

- discussions on a flexibility agreement can be initiated by the Secretary or an employee or a group of employees
- employees can have an employee representative
- the flexibility agreement must be signed by the Secretary and the employee(s)

25. Aggregated information on the reasons for use of flexibility agreements will be reported to/discussed by NCC as requested by employee representatives.

Method of Salary Payment

26. An employee will be paid fortnightly by electronic funds transfer into a financial institution account of the employee's choice.

27. The fortnightly rate of pay is calculated using the following formula: annual rate of pay multiplied by 12 and divided by 313.

Salary on Engagement, Promotion or Movement

28. An employee engaged to work at; or an existing APS employee promoted to or within DEEWR will be paid at the base pay point of the relevant classification unless the Secretary approves payment of a higher salary having regard to the experience, qualifications, skills and pre-promotion salary of the employee.

29. Unless the Secretary determines a higher salary, an existing APS employee moving to DEEWR at the same classification level whose current salary does not match a DEEWR pay point for that classification and is below the maximum pay point in DEEWR for that APS classification will be paid at the pay point closest to, but not lower than their current salary.

30. Unless the Secretary determines otherwise, an existing APS employee moving to DEEWR at the same classification level, whose current salary set under a certified or collective agreement in their previous APS agency exceeds the top pay point in DEEWR for that classification will be maintained on that salary until such time as the salary differential is absorbed by DEEWR pay increases at the relevant classification level. Where an employee's salary exceeds the top pay point in the relevant DEEWR classification level and is set by an instrument other than a certified or collective agreement the Secretary will determine the salary on movement to DEEWR. These provisions do not apply to a DEEWR employee returning to the department following a temporary placement with another agency.

31. If an employee's salary is set in error at the time of engagement or promotion the Secretary may subsequently determine that the employee is paid salary at another pay point within the relevant classification with effect from the date of their engagement or promotion.

32. Where an employee is moving to or within the DEEWR Government Lawyer Broadband, the salary payable to the employee, subject to the salary maintenance provisions in clause 22, will be determined in accordance with Attachment C.

Salary on Reduction

33. Where an employee requests or agrees in writing, to perform work at a lower classification level, salary will be determined at a rate applicable to the lower level for the period specified. Normally this would be at the top of the salary range of the lower classification.

34. Where an employee permanently reduces to a lower classification level, by consent or at the direction of the Secretary, the Secretary will determine salary within the lower classification level having regard to the experience, qualifications and skills of the employee, and the circumstances

under which the reduction occurred. Normally this would be at the top of the salary range of the lower classification.

Salary Advancement

35. On 15 August 2009, an ongoing employee (excluding employees under the DEEWR Training Broadband) who is not already on the top pay point applying to his or her current APS classification within the DEEWR Broadband Structure will advance to the next pay point if:

- a. the employee has performed duties in DEEWR at that classification level for a period of 3 continuous months or more in the performance cycle; and
- b. the employees remuneration and other terms and conditions of employment prior to commencement of this Agreement were provided for through either an AWA or CA preserved under the section 24 (3) determination; and
- c. the employee has been assessed as Fully Effective, Effective or Meets All or better for the 2008/2009 performance cycle under the performance management policy applying to the employee prior to the commencement of this Agreement.

36. On 15 August each subsequent year, an ongoing employee (excluding employees under the DEEWR Training Broadband) who is not already on the top pay point applying to his or her current APS classification within the DEEWR Broadband Structure will advance to the next pay point if the employee:

- a. has performed duties in DEEWR at that classification level for a period of 3 continuous months or more in the performance cycle; and
- b. has received ratings of 'Satisfactory' or better for both key deliverables and observable work behaviours as part of the end cycle performance appraisal ending 30 June each year.

Accelerated Advancement

37. From 15 August 2010 onwards, an ongoing employee (excluding employees under the DEEWR Training Broadband) who is not already on the top pay point applying to his or her current APS classification within the DEEWR Broadband Structure who receives ratings of 'Exemplary' for both key deliverables and observable work behaviours will be advanced by two pay points within his or her current classification level.

Salary Advancement and TPL

38. Where an employee has been in receipt of Temporary Performance Loading (TPL) from 1 April or earlier and remains on TPL at that classification level or higher until 15 August in that year, salary advancement will occur at the employee's temporary performance and substantive levels effective from 15 August, subject to performance ratings of 'Satisfactory' or better. Where there is a break of three weeks or less in TPL between 30 June and 15 August the employee is still eligible for salary advancement at both levels.

39. An employee who is promoted between 1 April and 30 June each year who was in receipt of TPL immediately before the promotion and the combined effect is three continuous months or more is eligible for salary advancement at that level effective from 15 August, subject to performance ratings of 'Satisfactory' or better.

Salary Advancement for DEEWR Government Lawyers

40. Salary advancement provisions for DEEWR Government Lawyers are outlined in Attachment C.

Part Time Employees

41. Remuneration and other benefits for part time employees will be calculated according to hours worked, on a pro rata basis, apart from those benefits in the nature of reimbursement, where part-time employees will receive the same amount as full time employees.

Casual Employees

42. Casual employees are entitled to a salary loading of 20% in lieu of public holidays and all leave entitlements except:

- Long Service Leave
- Maternity Leave (if the employee is an eligible casual employee as defined by the WR Act); and
- Two days unpaid Personal (Carer's) Leave per each permissible occasion.

Supported Wage System

43. Employees who are eligible for a supported salary who meet the impairment criteria for the Disability Support Pension will be paid the applicable percentage of the relevant rate for the work value they are performing in accordance with the Special Supported Wage System (Employees with a Disability) Australian Pay and Classification Scale.

Supported Wage Prescribed Rates

Assessed Capacity	% of prescribed salary rate	Assessed Capacity	% of prescribed salary rate
10%	10%	50%	50%
20%	20%	60%	60%
30%	30%	70%	70%
40%	40%	80%	80%
		90%	90%

Junior Rates

44. Junior rates of pay are only applicable to the APS1 level as detailed in Attachments A and B.

Payment on Death

45. Where an employee dies, or the Secretary directs that an employee will be presumed to have died on a particular date, the Secretary may authorise the payment of the amount of salary, temporary performance loading, annual leave and allowances to which the former employee would have been entitled had employment been ceased by resignation or retirement.

Superannuation

46. The Government has provided choice of superannuation fund to Commonwealth employees to provide employees with greater choice and control over their superannuation savings.

47. DEEWR will provide choice of superannuation for eligible employees who are members of the Public Sector Superannuation accumulation plan (PSSap) or who are eligible to join the PSSap. Employees may choose any complying superannuation fund provided it can accept employer contributions by electronic funds transfer (EFT). Any fees associated with EFT will be borne by the department.

48. Any other fees applied by a chosen fund associated with the administration of superannuation contributions via Super Choice will be borne by the employee.

49. DEEWR's default superannuation fund will be the PSSap. The employer contribution for PSSap will be based on the employee's fortnightly contribution salary. Where an employee exercises superannuation choice to a fund other than PSSap, DEEWR will provide an employer contribution equivalent to that applying to membership of the PSSap (set at 15.4% on commencement of this Agreement).

50. Existing Public Sector Superannuation (PSS) and Commonwealth Superannuation Scheme (CSS) arrangements will continue in accordance with the relevant legislation and requirements.

Work Level Standards

51. The parties to the Agreement agree to develop DEEWR Work Level Standards using the Integrated Leadership System (ILS) as the basis for determining the appropriate classification of duties.

DEEWR Broadbands

52. The DEEWR Broadbands applicable to DEEWR employees covered by this Agreement are detailed in Attachments A, B and C.

53. Broadbanding describes the action of combining two or more classification levels in a single, broadband level. The new broadband level encompasses the full range of work value of the APS classification levels it reflects.

54. The DEEWR classification structure and Broadbands consists of the following:

General Classification Structure

- EL2
- EL1

DEEWR General Broadband

- DEEWR Broadband Level 2 (APS 4-6)
- DEEWR Broadband Level 1 (APS 1-3)

DEEWR Training Broadband

- DEEWR Training Broadband (APS 1-4)

DEEWR Government Lawyer Broadband

- DEEWR Government Lawyer Band 2 (EL2)
- DEEWR Government Lawyer Broadband 1(APS3 – EL1)

55. The parties to this Agreement agree to develop and implement progression arrangements within the DEEWR General Broadband for employees undertaking the role of Fraud Investigator within the first 12 months of the Agreement.

56. Existing employees will translate into the DEEWR Broadband on the date of commencement of this Agreement at their existing APS classification level. Salary will be in accordance with clauses 20 and 21. Graduates participating in the 2009 Graduate Program will translate to the APS3 classification of the DEEWR Training Broadband on commencement of this Agreement.

Information and Communication Technology (ICT) Career Structure

57. The department will work with the parties to the Agreement during the life of this Agreement to develop a new ICT career and classification structure, consistent with the Government's Review of the Australian Government's Use of Information and Communication Technology (Gershon Report).

Public Affairs Officers

58. Existing employees employed under the designation of Public Affairs Officer (PAO) 3 classification on commencement of the Agreement and who are still performing that role will have access to this classification while they perform the role of a PAO.

Government Lawyer Broadband

59. Attachment C details the Government Lawyer Broadband.

60. On commencement of the Agreement, existing employees within the Government Lawyer Broadband will translate into the DEEWR Government Lawyer Broadband structure at their existing APS classification. Where an employee's existing salary is below the salary range or pay point for the relevant classification they will be moved to the bottom pay point of the relevant classification. Where an employee's existing salary is within the salary range of the relevant classification, they will be moved to the equivalent salary or, if there is no equivalent salary, to the pay point closest to, but not lower than their existing salary in the relevant classification range.

61. Where an existing employee is receiving a salary that exceeds the top pay point for their APS classification they will receive salary maintenance in accordance with clause 22 and any increases thereafter will be in accordance with Attachment C. Salary maintenance under this provision does not constitute movement or promotion beyond the employee's existing classification.

DEEWR Training Broadband

62. The DEEWR Training Broadband at Attachment B is used for those employees required to undertake a mandatory training or development program whose progression is subject to successful completion of that program.

63. In addition to the training classifications provided for in this Agreement, the Secretary may assign other classifications to the DEEWR Training Broadband relevant to the training and development program being undertaken by an employee or to ensure consistency with Whole of Government approaches. Where a Whole of Government approach is taken in relation to a training and development program, the Whole of Government provisions will apply on like conditions to the extent of any inconsistency.

DEEWR Graduates

64. DEEWR Graduates will enter the department at the APS3 classification level within the DEEWR Training Broadband. The salary will be set at the base salary point of the APS3 classification level unless the Secretary approves payment of a higher salary having regard to the experience, qualifications, skills and pre-promotion salary of the employee.

65. On successful completion of the Graduate Program the classification of DEEWR Graduates will be the APS4 classification level. The salary of these employees will be the base point of the APS4 classification level unless the Secretary determines otherwise. They may then be moved at the APS4 classification level into the DEEWR Level 2 Broadband.

Cadet APS

66. Employees recruited as Cadet APS will undertake a course of study as determined by the Secretary. Cadet APS will be assigned a classification level within the DEEWR Training Broadband. On successful completion of their course of study and a final twelve week work placement, Cadets will be allocated to the APS3 classification level within the DEEWR Level 1 Broadband. The salary will be set at the base salary point of the APS3 classification level unless the Secretary determines otherwise having regard to the experience, qualifications and skills of the employee.

DEEWR Trainee APS (Administrative)

67. DEEWR Trainee APS (Administrative) employees will be assigned a classification within the DEEWR Training Broadband and undertake a course of study determined by the Secretary. On successful completion of their training requirements, the classification of DEEWR Trainee APS (Administrative) will be not less than the APS3 classification level. The salary will be the base point of the APS3 classification level unless the Secretary determines otherwise having regard to the experience, qualification and skills of the employee. They will then be integrated into the DEEWR Level 1 Broadband.

Temporary Movement within a Broadband

68. For Temporary Movement within a Broadband refer to the provisions detailed in the Temporary Performance Loading provisions of this Agreement.

Permanent Movement within a Broadband

Eligibility Requirements

69. Permanent movement between classification levels within a broadband applies to ongoing employees only.

70. Movement to a higher APS classification level within a broadband is not automatic and can only occur when:

- a. there is work available at the higher level; and
- b. the employee's performance is assessed as 'Good' or better for both key deliverables and observable work behaviours; and
- c. the employee demonstrates an ability to undertake the higher level work and if appropriate has the necessary qualification, skills and/or experience

or when an employee is successful in an open merit selection process consistent with the PS Act.

Options for Movement within a Broadband

71. When filling a job within the broadband, the Secretary will consider the options available including moving an ongoing employee within a broadband, conducting an Internal Expression of Interest, or advertising the job externally. All movements between classifications within a broadband will be notified on the DEEWR intranet.

Option 1 – Moving an ongoing employee within a Broadband

72. This option is available where there is only one employee in the work area within the broadband performing that particular work who meets the eligibility requirements in clause 70. Where the Secretary approves the movement of an ongoing employee to the next highest classification level within the Broadband the employee will move to the base pay point of that classification unless the Secretary determines a higher pay point within the classification.

Option 2 – Internal Expressions of Interest

73. Where there are a number of employees at the same classification level in the work area doing similar work an Internal Expression of Interest (IEOI) should be undertaken.

74. The Secretary must consider whether the IEOI should be advertised only in that work area or more widely within the State/Group or Department. Applicants must meet the eligibility requirements in clause 70. On approval from the Secretary the successful employee(s) will move to the base pay point of the next highest classification level within the broadband unless the Secretary determines a higher pay point within that classification.

Option 3 – External Advertising

75. The Secretary decides to advertise externally.

Promotion Appeal Rights

76. Movement to a higher classification level within a broadband is not considered a promotion for the purposes of the PS Act. Therefore, employees who are unsuccessful in their application for movement within a broadband have no promotion appeal rights.

Movement between Broadbands

77. Movement between one broadband level to a higher broadband level, or to an Executive Level classification is a promotion for the purposes of the PS Act.

78. An open merit selection process is mandatory in these situations.

Date of effect for Movements within a Broadband

79. Movements to a higher classification level within a broadband will take effect four (4) weeks from the Secretary's approval unless the Secretary agrees to an earlier date.

Salary Packaging

80. Employees may access salary packaging and may package up to one hundred per cent of salary.

81. Where employees elect to access salary packaging, the employee's salary for the purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.

82. Any fringe benefits tax incurred in relation to an individual employee as a result of his or her salary packaging arrangement will be met by the individual employee.

Provision of Electronic Payment Summaries

83. The department will provide electronic payment summaries to all employees at the end of each financial year. Where employees are on long term leave or have separated from the department a hard copy payment summary will be sent to their mailing address.

PART C - ALLOWANCES

Health Related Allowance

84. To assist in the promotion of good health, the department will provide each employee with a \$200 health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year.

85. Employees who are on LWOP (other than Maternity Leave Without Pay) for a period of six months or more as at 1 September each year will not be entitled to receive the health related allowance for that year.

School Holiday Care Allowance

86. The department will contribute to the cost of school holiday care for primary school children of employees, when the employee is at work. Where both carers work for the department, the allowance will only be paid when both are at work.

87. On production of a receipt from an approved school holiday program provider, the department will reimburse \$15 per child per day up to a maximum of \$150 per family per week.

Departmental Liaison Officer (DLO) Allowance

88. An employee who receives the DLO allowance is not entitled to claim for flextime or any overtime worked while performing the duties of DLO. The DLO Allowance will be increased over the life of the Agreement in line with DEEWR salary increases.

Allowance	
On Commencement	\$17,000
17 September 2009	\$17,500
29 April 2010	\$17,763 (1.5%)
16 September 2010	\$18,206 (2.5%)
15 September 2011	\$18,889 (3.75%)

Workplace Responsibility Allowance

89. Where an employee has recognised workplace responsibilities consistent with the *Workplace Responsibility Allowance Policy* and has successfully completed a training program, and any refresher courses, approved by the Secretary they will receive a workplace responsibility allowance of \$24 per fortnight.

90. If an employee undertakes more than one of the recognised workplace responsibilities they will not be entitled to multiple payment of the workplace responsibility allowance.

Cadets – Books and Equipment Allowance

91. A Cadet employee is entitled to reimbursement for all compulsory fees paid during the year relating to the approved study paid for that year. A cadet also receives payment of an annual allowance of \$500 or another amount as determined by the Secretary, to provide for books and equipment. Where a Whole of Government approach is taken, the Whole of Government provisions will apply on like conditions to the extent of any inconsistency with these provisions.

Community and Indigenous Australian Languages Allowance

92. An employee is eligible for an annual allowance of \$1,650 per annum where the employee is accredited to a fluent level in a recognised Community or Indigenous Australian language by an appropriate individual or body, and where the employee is required to utilise a particular Community or Indigenous Australian language in the delivery of the department's programs.

PART D - WORKING HOURS

93. The department recognises employees have family and personal commitments and is committed to providing flexibility in working arrangements that allow the department to be responsive and to assist employees to balance their personal and work commitments.

94. Employees will not be required to work excessive hours.

95. Time spent setting up for work and finalising work arrangements at the end of the day (including logging on and logging off the departmental IT system) is paid time and will be remunerated consistent with this Agreement and the relevant policies.

96. All employees are required to maintain a record of attendance.

97. Under this Agreement the following definitions apply:

'Ordinary Hours'	means a 7 hour 30 minute day within the Bandwidth.
'Standard Day'	is 8:30am to 12:30pm and 1:30pm to 5:00pm (or 8:00am to 12:00pm and 1:00pm to 4:30pm in the Northern Territory) Monday to Friday, except where a public holiday occurs.
'Settlement Period'	is the four week period beginning on a pay Thursday for the purposes of determining flex debit / credit carryover.
'Bandwidth'	is 7:00am to 7:00pm from Monday to Friday, except on a public holiday or where different start time is approved for travel purposes.

Ordinary Hours – Full Time Employees

98. With effect from the date of commencement of this Agreement, the ordinary hours for full time DEEWR employees will be 150 hours per settlement period.

99. An employee may vary their pattern of ordinary hours outside the standard day in accordance with the flextime and Executive Level working arrangements provisions.

100. Employees must take a meal break of at least 30 minutes after 5 continuous hours of work. The maximum number of agreed working hours to be worked in a day is 10 hours, unless also working overtime.

Part Time Employees

101. A part time employee is an employee whose ordinary hours are less than 150 hours in a settlement period. Employees are required to work at least three hours on any agreed working day.

102. The department may engage an employee on a part time basis. An employee engaged on a part time basis does not have an automatic right to increase their part time hours or access full time hours.

103. The department and an employee may enter into part time employment arrangements. A full time employee cannot be compelled to work part time.

104. An employee may request access to part time employment at any time. Managers will make every attempt to accommodate the request having regard to both the operational requirements of the department and the personal needs of the employee.

105. Where a request for part time work is denied the employee will be provided with written reasons for the decision. The manager will meet with the employee, and where they choose their representative, to consider alternative measures to meet the needs of the employee.

106. Part time work arrangements will be set out in a written agreement which will include the employee's hours of duty, the duration of the agreement and details of any specific arrangements that are necessary to facilitate the part time employment.

107. Employees who work part-time can agree to work outside their agreed hours and pattern of work. In such instances part time employees will be entitled to flex time provisions, but where work is directed outside their agreed hours, overtime rates are applicable.

108. Remuneration and other entitlements for part-time employees, including leave, will be calculated on a pro-rata basis with 7 hours 30 minutes per day considered the full-time equivalent. Entitlements based on reimbursement will be the same as for full-time staff. At the end of the part time agreement the employee can either return to full time work or apply for a further period of part time employment.

109. The terms of a part time agreement cannot be varied without the agreement of the employee and the Secretary. This includes reversion or conversion to full time arrangements before the originally agreed date. Any request for review by the employee will be considered within one month. Part time hours can be varied by agreement between the employee and the manager on a short term basis to facilitate access to training or other departmental opportunities.

110. Employees returning from maternity, parental or adoption leave will be provided with access to part time employment, upon application, up until the child reaches three years of age. The part time hours and days of work are to be agreed between the manager and employee having regard to operational requirements and the employee's circumstances.

111. An employee who is part time should be genuinely considered for promotion and transfers on the basis of merit but any part time arrangement will need to be renegotiated in the new position. Part time employment arrangements are not to disadvantage employees with respect to training, leave, overtime, redundancy and other entitlements.

112. It is the Manager's responsibility to ensure that part-time employees are informed of issues in the work area. Wherever possible, meetings should be scheduled to ensure that part-time employees are able to attend.

Public Holidays

113. Employees employed in Australia will observe the following public holidays each year and will be paid salary as if that day were not a public holiday and the employee would have ordinarily worked on that day:

- 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, Easter Saturday and Easter Monday
- d. Anzac Day – 25 April or, where another day is substituted by State or Territory governments, that day
- e. in each State and Territory, the day observed to celebrate the anniversary of the birthday of the Sovereign

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- f. Labour Day or equivalent (Eight Hour Day/ May Day) as proclaimed by State and Territory Governments
 - g. Christmas Day, or if 25 December falls on a Saturday or Sunday, 27 December
 - h. Boxing Day, or if that day falls on a Saturday or Sunday, 28 December
 - i. Additional local public holidays legislated, declared, proclaimed, gazetted or otherwise prescribed as a holiday in a State, Territory or locally.

114. An employee and the Secretary may come to an agreement to substitute any holiday prescribed above for a cultural or religious day of significance to the employee.

115. Where a public holiday occurs in a period of paid annual or personal leave, the public holiday will not be deducted from the employees annual or personal leave credits. Where an employee is on leave without pay on either side of a public holiday no payment will be made for the public holiday.

Christmas Closedown

116. All DEEWR workplaces will be closed from 12.30pm of the last working day before Christmas Day and re-open the first working day following the first day of January; this will be known as the Christmas Closedown.

117. Employees are not required to attend for duty during the Christmas Closedown, unless directed otherwise by the Secretary. There will be no loss to employee's leave entitlements.

118. Where an employee who is eligible for overtime and restriction provisions is directed by their manager to attend work or be available for work during the Christmas Closedown, the overtime rate applicable to Sunday overtime will apply for the days designated as Christmas Closedown.

Flextime

119. Flextime allows for employees and managers to vary working hours and patterns to provide maximum organisational flexibility. It allows the manager and employee to design flexible working arrangements that take account of the need to balance the achievement of organisational outcomes and the individual's personal commitments. Flextime is available to all APS level (or equivalent) employees.

120. An employee's pattern of ordinary hours should be agreed between the employee and their manager. These agreed hours may on occasions need to be varied by either the employee or the manager to accommodate operational or personal requirements.

121. Where agreement cannot be reached on the pattern of ordinary hours the issue should be resolved in accordance with the Dispute Resolution procedures of this Agreement. While the dispute is being resolved the employee will work a Standard Day.

122. Employees accumulate flextime within the Bandwidth.

123. A flex credit is where an employee accumulates hours in excess of Ordinary Hours. An employee may carry over a maximum of 37.5 hours flex credit into the next settlement period. An employee may only carry over a flex credit in excess of 37.5 hours where the manager has expressly agreed to the additional hours being worked.

124. Where an employee has a flex credit in excess of 37.5 hours, the employee and their manager will identify and discuss appropriate actions to try to reduce the flex credit. It is the responsibility of managers and employees to take positive steps to reduce flex credits, and no reasonable request for flex leave will be refused. If an employee's flex credit exceeds 37.5 hours over a sustained period a performance management discussion must be held to address the cause of the excessive hours and include a review of work arrangements.

125. If appropriate actions to reduce the flex credit cannot be agreed within two settlement periods People Group must be advised and will then facilitate a resolution. Where the employee's flex credits exceed 37.5 hours and there is no opportunity for these to be reduced People Group may:

- a. direct that flex leave be taken; or
- b. offer the employee the option to cash out flextime credits in excess of 37.5 hours at the ordinary time rate; or
- c. convert the excess credits to annual leave on a 1 to 1 basis.

126. An excess credit situation such as this should only occur in exceptional, non-enduring, non-recurring circumstances.

127. A flex debit occurs when the employee works less time than their ordinary hours. A maximum of 22.5 hours debit can be accumulated and carried over to the next settlement period. An employee carrying over an amount in excess of 22.5 hours to the next settlement period must apply for miscellaneous leave without pay or annual leave for the period in excess of 22.5 hours. Any flex debit will be deducted from a person's final monies if they cease to work for the department.

128. Flex leave is where an employee works less than their ordinary hours on any given day and is not on any other form of leave. An employee may use up to the equivalent of 5 days flex credits in a settlement period. Flex leave requires prior approval and for periods of one day or more reasonable notice is required.

129. Where there is demonstrably insufficient work, a manager may require an employee not to work hours in addition to their ordinary hours.

Managers' Responsibilities

130. Managers are responsible for ensuring that employees do not build excessive flex credits with no opportunity to access flex leave. It is important that managers and employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flexible working arrangements, into the overall approach to their business and workforce planning.

131. Where an employee's manager considers the employee's attendance is unsatisfactory or that the employee is misusing flex, the employee will be advised in writing and will be required to work a standard day for a period specified by the manager. The standard day is 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm, or 8.00am to 12.00pm and 1.00pm to 4.30pm in the Northern Territory. The employee and manager may agree to alternative times that do not vary the total number of hours worked.

132. Where an employee is required to work to a set roster or within fixed times, the manager will ensure that where operational requirements allow choice and flexibility options for the employee are established within the roster or fixed times.

133. Wherever possible, meetings will be held within affected employees' agreed hours and patterns of work.

Overtime

134. Where operational requirements make it necessary, a manager may direct an employee to work outside their ordinary hours on any day. Employees may also be restricted to be contactable to return to work outside ordinary hours. The restriction provisions will apply in these cases.

135. The manager must give reasonable notice about the requirement to work overtime and be mindful of the personal responsibilities of the employee.

136. An employee directed to perform work outside and in excess of their ordinary hours on a given day is eligible for an overtime payment, or where agreed, time off in lieu of overtime payment.

137. Where a period of overtime is not continuous with ordinary time work, the base period of overtime payment for such work will be calculated as if the employee had worked for 4 hours. When determining whether a period is continuous with ordinary time work, meal breaks should not be regarded as breaking continuity.

138. Overtime payments will be calculated as follows:

- a. Monday to Saturday: one and a half times the hourly rate for the first 3 hours each day and double the hourly rate thereafter
- b. Saturday: double the hourly rate for Shift Workers (as per Shift Work provisions)
- c. Sunday: double the hourly rate
- d. Public Holiday: two and a half times the hourly rate. (Duty on a public holiday not in excess of an employee's ordinary hours - that is, duty that is not overtime but which is part of the employee's ordinary hours - will be paid at one and a half times the hourly rate additional to payment for the holiday).

139. Time off in lieu of overtime payment may be taken as follows:

- a. where the manager/supervisor and the employee agree, on an "hour for hour" basis with an entitlement to residual payment (for example - 3 hours time off plus 3 hours pay at half time, in lieu of 3 hours overtime at time and a half); or
- b. on a penalty time basis, for example, 4 1/2 hours time off in lieu of overtime payment.

140. Where time off in lieu of payment has been agreed and the employee has not been granted time off within 4 weeks or another agreed period, due to operational requirements, payment of the original entitlement will be made.

141. Executive Level employees will only be eligible to receive overtime payments in exceptional circumstances with the approval of the Secretary.

Restriction Allowance

142. Where an employee is required to remain contactable and available to perform extra duty outside their agreed ordinary hours (i.e. be restricted), they will be paid a restriction allowance.

143. Where a group of employees are restricted on a regular basis, the manager will ensure that restriction over weekends and public holidays is rostered equitably.

144. Restricted employees will receive a Restriction Allowance at the rate of 9% of their hourly rate for each hour they are restricted outside the bandwidth, subject to:

- a. prior approval of the Secretary; and
- b. their remaining contactable and available to perform extra duty; and
- c. their not being in receipt of any other payment for the period for which Restriction Allowance would otherwise be payable, except as provided for in the following paragraph.

145. Restriction Allowance is payable whether or not the restricted employee is required to perform duty outside the agreed ordinary hours. Where a restricted employee, entitled to overtime payment is required to perform duty, overtime will be payable and subject to:

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- a. a one hour base rate of payment when work is performed without the necessity to travel to the workplace
 - b. a three hour base rate of payment including travel time if work is required to be performed at the workplace.

146. If an employee is required to perform subsequent periods of duty within the one hour minimum payment period, only the initial one hour minimum is payable. Where an employee is required to undertake a second period of duty that commences after the one hour minimum payment period has elapsed for the previous first period of duty, a further second one hour minimum payment period commences and a further one hour minimum is payable.

147. Restriction Allowance will continue to be paid for periods of overtime worked while restricted.

Emergency Duty

148. Emergency duty will attract a base payment of two hours (which includes reasonable travel time) at double the hourly rate, which will be payable for all emergency callouts without prior notice. Executive Level employees will only be eligible to receive emergency duty payments in exceptional circumstances with the approval of the Secretary

Overtime Meal Allowance

149. Where an employee is directed to work at least 3 hours outside their ordinary hours they will receive a flat rate meal allowance of \$25. Where an employee works a further 5 hours on a Saturday, Sunday or public holiday, they will receive an additional meal allowance of \$25.

Rest Break

150. Employees should not commence work on any day without having at least eight hours plus reasonable travelling time minimum break from the previous day's work, including any overtime worked, without specific approval from the Secretary.

151. Where the Secretary requires an employee to resume or continue work without having had a minimum break, the employee will be paid at double the hourly rate for the hours worked, until he or she has had an eight hour break.

152. Where all or some of the employee's minimum break occurs during ordinary hours, the employee will not lose pay for the absence.

Executive Level Employees – Flexible Working Arrangements

153. DEEWR recognises the focus on the achievement of outcomes for Executive Level employees. The achievement of organisational outcomes may involve considerable work effort, variable work hours and on occasions working hours over and above normal working hours. It is important that these efforts and contributions are recognised by the department.

154. Executive Level employees are able to work flexible hours. This means that variations in attendance times and short-term absences including full days may be agreed without the need for a leave application.

155. The arrangements in relation to flexible hours will be designed and agreed by the manager and Executive Level employee taking account of the need to balance the achievement of organisational outcomes and individuals' personal commitments.

156. Executive Level employees and their manager are required to work together to manage workloads and working hours. Where an Executive Level employee undertakes significant additional productive effort which involves working in excess of ordinary hours for sustained periods the manager and employee are required to agree arrangements for reasonable time off to recognise the additional effort. Reasonable time off for Executive Level employees is not on an

hour for hour basis, but these arrangements are intended to provide Executive Level employees with fair and reasonable access to time off.

157. The department does not endorse working arrangements that require Executive Level employees to work excessive hours over significant periods. Where situations in relation to excessive hours do arise, the manager and individual will work together to address the circumstances leading to excessive working hours. Where situations cannot be resolved locally, People Group will provide assistance to achieve appropriate working arrangements and facilitate resolution of the issue.

158. Executive Level employees should not commence work on any day without having at least eight hours plus reasonable travelling time minimum break from the previous day's work, without specific approval from the Secretary.

Working from Home

159. The department supports the concept of working from home as a flexible work arrangement with benefits for both the individual and the department. Arrangements may be entered into between the manager and employee. Further information is in the departments Working from Home Guidelines.

160. Employees must seek approval from the Secretary to obtain home based IT access. At the commencement of this Agreement the Executive Level 2 salary scales have been adjusted by \$3,000 per annum for the purpose of funding their own home-based IT equipment and access.

161. All employees with approved home based work arrangements in accordance with this Agreement will be supplied with a departmental smart token to facilitate access to the departmental IT system.

162. Where employees below the EL2 level have a regular approved Working from Home arrangement assistance to maintain home based IT equipment and internet access will be provided as determined by the Secretary up to a maximum value of \$3,000 per annum.

Unauthorised absences

163. Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, cease to be available until the employee resumes duty, or is granted leave or ceases employment. Such absences will not count as service for any purpose.

164. Unauthorised absences may be referred to the Secretary to determine the appropriate action under the PS Act.

PART E - LEAVE

Leave

165. The department provides access to a range of flexible options for paid and unpaid absences from work that assists employees to balance their work and personal responsibilities with the operational requirements of the department. Further explanatory information on leave can be found in the Leave Policy.

Recognition of prior service

Portability of leave

166. Where an employee joins the department from an employer staffed under the PS Act, *the Parliamentary Service Act 1999*, or the ACT Government Service, accrued annual leave and personal/carer's leave (however described) will be transferred provided there is no break in continuity of service.

167. Service with organisations where the employee was previously employed under PS Act, *the Parliamentary Service Act 1999*, or from the ACT Government Service may be recognised for personal leave purposes if the break in service is not more than two calendar months. Service for Long Service Leave will be recognised if the break in service is not more than 12 months.

Deferral of Leave Accruals

168. Where an employee takes 30 or more days leave without pay in a calendar year it does not count as service for any purpose.

169. Where an employee takes 30 or more days leave without pay during the calendar year, annual and personal leave accruals are to be reduced on a pro-rata basis and further long service leave accruals are to be deferred by an equivalent number of calendar days. Where the accumulated period of leave without pay is 30 calendar days or more, the entire period will affect leave accruals and/or deferral of leave accruals.

Cancellation of Leave or Recall to Duty from Leave

170. Where an employee's leave is cancelled by his or her manager without reasonable notice, or they are recalled to work from leave, reasonable travel costs, travelling time, incidental costs and any other unavoidable costs arising from the recall to duty will be reimbursed where they are not recoverable under insurance or from another source and all unused leave will be re-credited.

Recrediting periods of approved leave

171. An employee who is:

- medically unfit for one day or longer; or
- required to care for a member of his or her family who is sick/injured; or
- eligible for compassionate/bereavement leave with pay

while on annual leave or long service leave, who provides satisfactory evidentiary material to their manager may apply to have their annual leave or long service leave recredited. Where satisfactory evidence is provided, the employee's annual leave or long service leave will be recredited to the extent of the personal leave or compassionate/bereavement leave subsequently granted.

Annual Leave

172. Annual leave enables employees to take a break from work. Employees are encouraged to take Annual leave on a regular basis.

173. A full-time employee is entitled to 20 working days paid annual leave for each completed year of service, accruing daily and credited monthly.

174. Where an employee works part-time, the employee's annual leave entitlement will accrue on a pro-rata basis according to the approved part-time hours.

175. Annual leave credits may be taken at any time, subject to operational requirements and the approval of the employee's manager. Any unused Annual Leave accumulates. Annual Leave counts as service for all purposes.

176. An employee may seek approval from their manager to take annual leave at half pay. There is no minimum qualifying period for half pay annual leave, subject to available credits. Where an employee takes annual leave at half pay, the employee cannot access purchased leave in the same calendar year.

177. Where an employee has accrued more than 40 days (or the equivalent of two years) annual leave credit, an employee may elect to cash-out annual leave. An employee can cash out 10 days annual leave (pro rata for part-time employees) each year provided that they also take at least 10 days annual leave at the same time or have taken a block of 10 days annual leave in the same calendar year. An election to cash out leave must be made in writing.

178. An employee who makes an election to cash out annual leave is entitled to receive pay in lieu of the amount of annual leave at a rate that is no less than their basic periodic rate of pay at the time that the election is made.

179. An employee with more than 40 days annual leave credits (or equivalent of two years), will not be unreasonably refused annual leave of up to 10 days, to reduce the amount of credits.

180. Employees who have accrued an annual leave credit of 50 days (or equivalent of two and a half years) or more may be directed by their manager to take at least 10 days annual leave within 12 weeks of the direction. The manager may agree to extend the period to take leave to 6 months where long leave has been pre approved and arranged. The employee must reduce their annual leave credit to below 40 days by the end of the 6 month period.

181. Where an employee who has a 50 day credit (or equivalent of two and a half years) applies for leave the manager must grant a period of leave to enable the employee to reduce their leave credits below 50 days (or equivalent of two and a half years).

182. Employees who commence with, or return to, the department and who carry over an annual leave credit of 50 days or more, will have a 12 week period of grace during which they will be expected to reduce their annual leave credit to below 50 days.

183. In exceptional circumstances the Secretary may extend the period of grace in which the employee's credit must be reduced to less than 50 days.

184. An employee who ceases employment with the APS will be paid for unused annual leave credits. Payment includes 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.

185. Periods of long service leave cannot be broken with annual leave.

Purchased Leave

186. With the approval of the Secretary, employees may elect to purchase up to eight weeks additional leave per year. Employees will have an amount deducted from their annual salary, dependent on the amount of leave purchased and the employee's salary, which will be reflected in their fortnightly salary. Purchased leave may not be taken at half pay.

187. Where an employee chooses to purchase annual leave they cannot take annual leave at half pay in the same calendar year.

188. Unless otherwise agreed, purchased leave not taken during the nominated 12 month period will automatically be reimbursed as salary.

189. Where an employee who has taken purchased leave either proceeds on extended leave or leaves the department before having repaid the full amount, the amount outstanding must be repaid in full before the employee's departure.

190. Purchased leave counts as service for all purposes including superannuation. Superannuation will be paid in accordance with the relevant superannuation legislation.

Personal Leave

191. Ongoing employees are entitled to 18 paid days (or the part-time equivalent) personal leave annually, credited on 1 January each year. On commencement of the Agreement, existing employees whose previous credit of personal leave occurred on an anniversary will have their leave credit adjusted as follows:

- a. Employees who accrued personal leave between 1 January 2009 and the day before the Agreement commences will have their credit reduced on a pro rata basis on 1 January 2010 for the period between 1 January and when their anniversary was previously due.
- b. Employees who did not receive a personal leave credit between 1 January 2009 and the day before the Agreement commences (i.e. would otherwise have accrued leave between the Agreement commencement date and 31 December 2009) will receive a one off alignment on commencement of the Agreement of a pro rata amount for the period between the date their accrual would have been due until 31 December 2009.

192. All credits after this will fall due on 1 January each year.

193. On initial engagement with the department, ongoing employees will be credited with 18 working days personal leave. On the following 1 January, their credits will be calculated on a pro rata basis for service between the engagement date and 31 December of the year of engagement less any periods of leave taken. Ongoing employees engaged on a part-time basis will accrue Personal Leave in the same manner based on their actual hours worked.

194. For the purposes of calculating the amount of personal leave to be credited where a period of non-APS service is recognised for personal leave purposes, leave taken or paid out in lieu during the period of recognised service will reduce the personal leave credit on engagement.

195. Employees commencing with the department on a transfer or promotion after commencement of this Agreement will have their existing Personal Leave credits, however described; transferred to the department. Where personal leave was credited on a basis other than 1 January each year they will have their personal leave credits adjusted on commencement to align with an accrual date of 1 January.

196. In the first 12 months of service in the department non-ongoing employees will be entitled to an initial credit of 7 working days Personal Leave where there is no prior service recognised. A further credit of one day for each following month of service up to a maximum of 18 days paid personal leave in a calendar year will then accrue. After 12 months service in the department, the provisions for ongoing employees will apply.

197. Personal leave gives employees access to paid personal leave to be used when they are absent:

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- a. due to personal illness or injury; or attendance at medical appointments; or
 - b. for short term caring purposes (unexpected and occasional non-enduring situations); or
 - c. as a result of special or exceptional circumstances (moving house, personal emergency situations or providing support for family).

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

199. Personal leave may be granted with pay; or where paid personal leave credits are exhausted without pay.

200. Employees may be granted Personal Leave at half pay instead of full pay where extraordinary circumstances exist.

201. Personal leave is cumulative but will not be paid out on separation.

202. Where an employee has exhausted their paid personal/carer's leave entitlements they may take two days unpaid leave for each occasion where a member of their family or household requires care because of illness, injury or unexpected emergency. The employee must provide medical documentary evidence to their manager in support of their leave application.

203. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carers leave.

Use of Personal Leave

204. There is no cap placed on the use of Personal Leave for caring purposes, however it is only to be used for occasional, non-enduring situations while longer term arrangements are being made if necessary. There is no limit to the maximum continuous amount of personal leave which may be granted for absences due to personal illness or injury, subject to available credits, medical documentary evidence and, if required, the opinion of a medical practitioner nominated by the department.

Provision of Medical Certificates or other evidence

205. No more than three consecutive days of personal leave may be taken without medical documentary evidence.

206. Medical certificates from registered health practitioners will be accepted for the purpose of personal illness, injury or caring responsibilities. Where it is not reasonably practicable to provide a medical certificate a statutory declaration made by the employee will be accepted.

207. A manager may request that medical documentary evidence is provided by the employee for any future period of leave where:

- a. a pattern of absence has been identified; or
- b. further evidence or information is needed on the circumstances underlying the application for leave; or
- c. arrangements are in place for managing attendance as part of managing performance; or
- d. the manager has concerns about the amount of unevidenced Personal leave the employee has taken in a calendar year

208. Under these provisions where an employee does not provide the requested medical documentary evidence any Personal Leave will ordinarily be without pay. Where there is a disagreement about the evidence provided, or the need for evidence, the issue will be referred to People Group.

209. Where a statutory declaration is made by the employee for Personal Leave due to illness or injury purposes or for caring purposes, the statutory declaration must include:

- a. a statement to the effect that the employee has, is, or will be unfit for work during the period because of a personal illness or injury; or
- b. a statement to the effect the employee is required to be absent for caring purposes; and
- c. a statement outlining the reason/s why it was impractical for the employee to obtain medical documentary evidence from a registered health practitioner.

Maternity and Maternal Leave

210. An employee is entitled to a maximum of 52 weeks Maternity Leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* and/or *the Workplace Relations Act*. The maximum period of 52 weeks will be reduced by any period of leave taken under clause 211.

211. An employee who is entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* is also entitled to two weeks of paid maternal leave which may be taken at half pay, to be taken immediately following the first 12 weeks of Maternity Leave.

212. In order to provide more flexible provisions for maternity leave, employees have the option to spread the payment of paid maternity leave and maternal leave over a period of up to 28 weeks at a rate of half normal salary. The 14 weeks of leave (12 weeks under the Maternity Leave Act and 2 weeks Maternal Leave) count as service for all purposes. Any maternity leave/maternal leave in excess of 14 weeks does not count as service for any purpose and this administrative arrangement does not extend the total period of paid or unpaid maternity leave available under the Maternity Leave Act.

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

214. Where maternity leave is taken over the period of Christmas Shutdown, the leave will be taken to include the additional days provided as part of the shutdown.

215. Subject to medical verification of pregnancy, the requirement to reduce annual leave credits below 50 days (or equivalent to two and a half years) will not apply during the term of the pregnancy and the period of paid maternity and maternal leave. Annual leave credits must be reduced below 50 days (or equivalent to two and a half years) before the employee returns to work.

216. Where an employee returns to work after a period of Maternity Leave, the employee will be assigned to the duties previously performed or to alternative duties where appropriate to the employee's skills and classification.

217. Where the returning employee seeks part time employment her previous duties must be considered for conversion initially.

218. An employee returning to duty from maternity leave will have the right to access part-time work in accordance with the part-time provisions in this Agreement.

Primary Carer Leave

219. An ongoing employee, other than the mother, who becomes the primary care giver for a new born baby will be entitled to a period of six weeks paid primary carer leave. Primary Carer Leave may be taken at half pay.

Adoption Leave

220. An employee who has 12 continuous months of APS service is entitled to 14 weeks paid leave for the purposes of adopting a child.

221. Following adoption approval, an employee who is the primary carer of the child is entitled to 14 weeks of paid adoption leave where:

- a. the adoptive child is under school age on the day of placement; and
- b. the adoptive child did not previously live with the employee for a period of six months or more before the day of placement; and
- c. the adoptive child must not be a child or step-child of the employee or the employee's partner, unless that child had not been in the custody and care of the employee or the employee's partner for a significant period of time.

222. Documentary evidence of approval for adoption must be submitted to the Secretary when applying for adoption leave.

223. Adoption leave is available from one month prior to the date of placement of a child. Adoption leave must be taken as a single, unbroken period.

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

225. In order to provide more flexible provisions for adoption leave, employees have the option to spread the payment for adoption leave over a period of up to 28 weeks at a rate of half normal salary. The 14 weeks of adoption leave counts as service for all purposes. Any adoption leave in excess of 14 weeks does not count as service for any purpose.

226. Where an employee returns to work after a period of Adoption Leave, the employee will be assigned to the duties previously performed or to alternative duties appropriate to the employee's skills and classification.

227. An employee returning to duty from adoption leave will have the right to access part-time work in accordance with the part-time provisions in this Agreement.

Supporting Partner Leave

228. An employee who has 12 continuous months of APS service and whose partner gives birth or adopts a child will be entitled to 2 weeks of paid or 4 weeks at half pay supporting partner leave immediately following the birth or adoption of a child.

229. Paid supporting partner leave counts as service for all purposes.

230. Documentary evidence must be submitted to the Secretary when applying for supporting partner leave.

Parental Leave

231. An employee is not entitled to Parental Leave until they have 12 months continuous service in the APS or they meet the eligibility requirements under the WR Act.

232. Following the paid period of maternity, adoption or supporting partner leave, an employee may take unpaid parental leave to enable them to continue to be the primary care-giver of the newborn or adopted child. An eligible employee may take a period of parental leave of up to 12 months, less any period of maternity, adoption or supporting partner leave taken.

233. Upon request from the employee, the department will agree to an extension of unpaid parental leave for a further period of up to 12 months, immediately following the end of the initial 12 month period.

234. Unpaid parental leave will not count as service for any purpose, except for the purposes set out in the WR Act.

235. On finishing unpaid Parental Leave, an employee is entitled to return to:

- a. the employee's pre-parental leave duties; or
- b. if those duties no longer available – to alternative duties appropriate to the employees skills and classification.

236. An employee is not entitled to take paid personal/carer's leave or bereavement/compassionate leave while he or she is taking leave without pay for parental purposes.

237. An employee returning to duty from parental leave will have the right to access part-time work in accordance with the part-time provisions in this Agreement.

Foster Care

238. For long-term formal fostering (more than 12 months), flexibility will be provided to support this arrangement through leave with or without pay. The provisions contained in the Parental Leave clauses will apply to long term formal fostering arrangements.

Compassionate Leave

239. An employee is entitled to a period of up to 3 days of paid compassionate leave for each occasion when a member of the employee's family or household:

- contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life; or
- dies.

240. An employee may be required to provide reasonable evidence to the Secretary in support of an application for compassionate leave.

241. Compassionate leave will count for service for all purposes.

Miscellaneous Leave

242. Miscellaneous leave provides flexibility to managers and employees. It can be made available with or without pay for a variety of purposes. Where Miscellaneous Leave is refused the manager will advise the employee (if requested) in writing of the reason for the decision to refuse leave.

243. Subject to this agreement, any form of Miscellaneous Leave may be approved:

- a. for the period requested or for another period;
- b. with or without pay; and
- c. to count as service or not to count as service.

244. When considering requests for Miscellaneous Leave, the Secretary will take into account:

- a. the employee's circumstances;

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- b. community norms and obligations;
 - c. operational requirements; and
 - d. options for using other than work time.

245. Leave with pay may be granted for: NAIDOC (one day); emergency services; disasters; veterans' pension and medical purposes; jury duty; blood donation; preparation and attendance for industrial or court appearances; or any other purpose approved by the Secretary.

246. Employees will be entitled to paid leave to undertake emergency service duty including rest and recuperation time after such duty (e.g. with a country fire authority or a State or Territory emergency service organisation). Employees may be required to provide supporting documentation.

247. Leave, generally without pay, may be granted for: engagement in work or employment in the interests of defence or public safety; engagement in private sector employment associated with compensation leave; parental and adoption leave in addition to parental leave entitlements provided for under this agreement; caring responsibilities; ceremonial reasons; employment in the interests of the APS; days of cultural significance for employees; full time study commitments; accompanying a spouse on a posting; campaign purposes; or any other purpose approved by the Secretary.

248. Leave with or without pay will be granted to enable employees to fulfil Defence Reserve or full time Australian Defence Force (ADF) obligations, including enlistment. Paid leave under this clause counts as service for all purposes. Unpaid leave under this clause counts as service for all purposes, with the exception of annual leave.

249. Employees will be granted Miscellaneous Leave without pay where, due to an increase in their working hours, they have not accrued the equivalent of four weeks annual leave, based on their current working hours

Ceremonial or Cultural Leave

250. Employees may be granted up to two days paid religious or cultural leave in a calendar year to take part in activities associated with their culture or ethnicity.

251. The Secretary may grant Ceremonial Leave to Indigenous Australian employees for ceremonial purposes:

- a. arising from the death of an immediate or extended family member; or
- b. for other ceremonial obligations under Aboriginal or Torres Strait Islander law.

252. The base grant of Ceremonial Leave is 20 days in any 2 calendar years. Ceremonial Leave is without pay and does not count as service. Ceremonial Leave is in addition to Compassionate Leave.

Community Volunteer Leave

253. Employees may be granted up to 2 days paid (and thereafter reasonable unpaid) miscellaneous leave each calendar year to volunteer with community organisations registered on the GoVolunteer website. Paid leave will not be available to attend ceremonial functions unless the organisation certifies in writing that the employee is required to attend as part of their duties.

254. Volunteer work must not:

- involve any payment in cash or kind for work performed;
- replace a paid worker;

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- as a general rule be undertaken solely for direct personal benefit;
 - be work which does not have a community focus;
 - present a conflict of interest for the department;
 - be primarily focused on promoting particular religious or political views.

255. The amount of leave granted will take account of operational requirements.

War Service Sick Leave

256. The Secretary will grant War Service Sick Leave to employees who are unfit for duty because of a war-caused or defence-caused condition as determined under the *Veteran's Entitlement Act 1986*.

257. Employees who are war veterans will accrue two separate credits of paid war service sick leave:

- Special credit – nine weeks war service sick leave credited on commencement with the APS following eligible military service.
- Annual credit – three weeks annual credit on commencement and again following each 12 months of service. Unused credits accumulate up to a maximum credit balance of nine weeks. This credit cannot be accessed until the special credit has been exhausted.

258. Where an employee's war service sick leave credits have been exhausted, the employee may apply for personal leave.

259. Employees who rejoin the APS following an earlier period of APS employment in which they had been credited with war service sick leave will be credited with the following:

- a. any special credit that remained unused at the final day of the prior APS employment; and
- b. any annual credit held on the final day of the prior APS employment.

Long Service Leave

260. Long Service Leave (LSL) is intended to provide employees with a substantial break from work after a period of service of 10 years or longer.

261. Employees will be entitled to LSL as provided for in the *Long Service Leave (Commonwealth Employees) Act 1976*. An employee accrues 3 months LSL after 10 years service and 9 calendar days each year thereafter.

262. The minimum period of absence for which LSL will be granted is 7 calendar days. Long Service Leave can be taken at half pay. A period of LSL cannot be broken by a period of Annual Leave.

PART F - PERFORMANCE MANAGEMENT

Principle

263. Performance Management and Development provides managers and employees with a framework for establishing individual performance expectations that align with business and corporate goals. It helps employees and their managers set performance goals, assess performance against these goals and provides employees with the development and support required to achieve their maximum potential.

Transitional Performance Management Arrangements

264. Existing DEEWR employees employed prior to 1 April 2009 will have their performance over the 2008/2009 performance cycle assessed under the performance management policy applying to the employee prior to commencement of this Agreement.

265. The DEEWR Performance Management and Development Policy will commence operation for the 2009/2010 performance cycle.

266. Under the DEEWR Performance Management and Development Policy, all employees will be required to have an Individual Performance and Development Plan (IPAD), except non-ongoing employees engaged for a period of less than 3 continuous months.

267. The DEEWR Performance Management and Development Policy contains dual performance ratings for key deliverables and observable work behaviours. These dual ratings will be assessed separately against the following five point rating scale:

Exemplary
Outstanding
Good
Satisfactory
Unsatisfactory

268. Further information is contained in the Performance Management and Development Policy. The Performance Management and Development Policy will not be changed without the agreement of the parties to the Agreement.

Fairness in Managing Underperformance

269. Where underperformance is identified, the department will work with affected employees and their managers to attain and sustain the standards required.

270. Underperformance is identified when a manager makes an assessment that an employee's performance is unsatisfactory.

271. Further information is contained in the Underperformance Procedures. These procedures have been developed under the principles of procedural fairness, natural justice and provide rights to representation. The Underperformance Procedures will not be changed without the agreement of the parties to the Agreement.

Rewards and Recognition

272. The department's Rewards and Recognition Guide provides options for the reward and recognition that can be applied throughout the department, including departmental wide measures and a framework for Groups and States to take further initiatives. These arrangements provide the flexibility to deliver rewards and recognition at appropriate times.

PART G - WORKFORCE MANAGEMENT AND PLANNING

Principle

273. The department's workforce management and planning, aims to build capacity in our workforce. During the life of the Agreement, the department will plan and manage its workforce to deliver on current and future business. This will involve integrating business and workforce planning across the organisation and responding to changing workforce needs through targeted people strategies.

Recruitment

Principle

274. The Department's recruitment and selection arrangements reflect the APS Values and in particular, the essential components of fairness, equity and merit based decision making. The department will continue to enhance recruitment and selection processes to ensure timely outcomes.

Mobility

275. The department is committed to adopting the characteristic of agility across the organisation in all aspects of our work. For people management, this includes supporting and encouraging career development and mobility in a way that:

- a. provides staff with opportunities to broaden their skills and experience and achieve their goals and potential; and
- b. benefits the organisation by developing and deploying capability that is aligned with current and future organisational priorities.

276. The department will put in place systems to support this commitment to mobility. In supporting and encouraging career development and mobility, managers will ensure that movement at level will not be unreasonably opposed.

277. Where an employee's IPAD includes mobility as an agreed learning and development strategy and an opportunity is identified which is not supported by the manager, this will be explained to the employee. If the employee remains dissatisfied with this explanation the matter can be raised with the next level of management.

Temporary Performance Loading (TPL)

278. Temporary performance means work at a higher APS classification level.

279. DEEWR aims to minimise the number of employees on long-term temporary performance by advertising ongoing vacancies as they occur.

280. DEEWR will consider the suitability and availability of DEEWR employees before engaging a non-ongoing employee or contractor to fill a temporarily vacant job.

281. An employee performing duties of a higher classification will be paid a Temporary Performance Loading when the period of temporary performance is for 3 continuous weeks or more.

282. A manager may split the temporary performance duties between employees for developmental purposes. If the TPL opportunity is for 3 continuous weeks or more and a decision

is made to share the opportunity between employees, each employee will be paid for the period they perform at the higher classification level.

283. Where temporary performance loading is payable this would normally be at the base pay point of the higher classification.

284. A manager may approve payment of TPL at a pay point above the base pay point. In considering such an approval, a manager will take into account the employee's previous periods of temporary performance, the employee's performance, and relevant experience or skills.

285. A manager will ensure that the type of merit process for TPL is determined in advance and employees advised of the process.

286. For a temporary performance period of 3 continuous months or less, the manager will consider the claims on merit of all available employees in the work area who are below the classification level available for temporary performance.

287. Where temporary performance is necessary for a period of more than 3 continuous months, an internal merit selection process should be used to find the most suitable DEEWR employee available.

288. In circumstances where there is a frequent and recurring or onerous requirement for short term periods of temporary performance, the Secretary may approve the payment of TPL for a period of less than 3 continuous weeks.

289. Salary advancement on TPL will be in accordance with clauses 38 and 39.

290. A non-SES employee, who is directed to temporarily perform work at the SES level for more than 4 continuous weeks, will be paid at a rate determined by the Secretary for the period of temporary performance.

291. An employee may decline a manager's invitation to perform duties temporarily at a higher classification level.

Temporary Performance Loading on Leave

292. Where an employee is absent on paid leave, or observes a public holiday and has been directed to perform duties at a higher classification, payment of TPL will continue during the absence as if the employee was still at work, to the extent of the continued operation of the direction.

293. The payment of TPL will be appropriately adjusted if the period of leave is on half pay.

PART H – LEARNING AND DEVELOPMENT

Principle

294. The department is committed to the principle of lifelong learning and recognises the importance of supporting the development of our employees to achieve their personal goals as well as the department's vision. Individuals are encouraged to take responsibility for their ongoing development in consultation with their manager, who will provide guidance and reasonable support.

295. From time to time the Secretary will identify specific learning and development programs, designed to build essential capabilities. The Secretary may approve a bonus or other form of recognition for participants in these programs.

Studies Assistance

296. Studies Assistance is one way the department supports lifelong learning for employees and may include approved paid and unpaid leave, and/or reimbursement of costs up to \$3,000 per calendar year.

297. An employee undertaking an approved course can request paid leave up to 8 hours per week (15 hours for Indigenous Australian employees). Employees can request leave without pay for up to 12 months for study purposes.

298. Further guidance on Studies Assistance is in the department's studies assistance guidelines.

Indigenous Australians

299. Through the ongoing implementation of the Mura Kaimel – Yarrangi Plan and the ongoing support of the Mura Kaimel – Yarrangi Committee, the department will create a workplace that supports the careers, cultural needs, and expectations, of our Aboriginal and Torres Strait Island employees.

300. The department recognises that policy development, program and service delivery, and support for Indigenous Australian people, are most effective when they are provided by people who have a knowledge and understanding of the issues facing Indigenous Australians and who are able to communicate sensitively with them. To this end, and in consultation with the Mura Kaimel-Yarrangi Committee, the department will maintain and promote an Identified Positions Policy.

Disability

301. The department is committed to increasing employment opportunities and accessibility for people with disability, increasing disability awareness, and ensuring consultation with employees with disability occurs when developing policies and programs that may impact on them. The department's Disability Employment Plan will ensure that the right mechanisms are in place to encourage people with disability to work and stay in a department that supports them.

Diversity and Inclusion

302. The department is committed to promoting and supporting workplace diversity and to creating an environment that values and utilises the contributions of people with different backgrounds, experiences and perspectives.

303. The department recognises too the significant contribution that can be made by mature aged employees in any workplace. The department encourages the use of the flexibilities within this Agreement as a means to retain mature aged employees or assist in transition to retirement.

304. Our policy responsibilities require that the department take a leadership role in demonstrating the value of diversity in the workforce. As an employer, the department is committed to promoting equity in employment; supporting an inclusive, safe, fair, productive and successful workplace that

is free from discrimination and harassment; and ensuring that employment decisions are based on merit.

PART I - REASSIGNMENT AND TERMINATION ARRANGEMENTS FOR EXCESS EMPLOYEES

Principle

305. These provisions are designed to facilitate effective career transition for excess employees while addressing the organisational requirements of the department.

306. These excess employee provisions recognise the need for financial security and supportive career counselling while employees seek new work.

307. The department will as far as practicable, avoid involuntary terminations and will throughout the process take all reasonable steps to transfer a potentially excess or excess employee to a suitable vacancy at an equal classification within the department.

308. Where 15 or more employees become excess, the relevant provisions of the WR Act will apply.

Application

309. The following provisions apply to all employees, covered by this Agreement excluding:

- an employee serving a probationary period; and
- a non-ongoing employee

310. An offer of voluntary termination to an employee who is not fit for and not at work may be made to an employee who is excess in accordance with the Excess Employee circumstances outlined in the Definitions section below, only where the Secretary, having regard to the Commonwealth's potential liability, decides it is appropriate.

Definitions

311. The following definitions apply:

Excess Employee	An employee will be considered excess where: <ul style="list-style-type: none"> a. the employee is part of a class of employees that is larger in size than is necessary for the efficient and economical working of the department; or b. the services of an employee cannot be effectively used because of technological or other changes in the work methods of the department, or structural or other changes in the nature, extent or organisation of the functions of the department; or c. the duties usually performed by the employee are to be performed in a different locality, the employee is not willing to perform the duties at the other locality and the Secretary has determined that these provisions will apply to that employee
Discussion and Consideration Period	is a period of two months commencing from the date the Secretary makes an employee a formal offer of voluntary termination
Salary	includes: <ul style="list-style-type: none"> a. the employees salary on the date of termination; and b. temporary performance loading where the employee has received the loading for a continuous period of at least 12

	<p>months immediately preceding the date on which the employee is given a formal offer of a voluntary termination; and</p> <p>c. 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.</p>
Retention Period	is a period of 13 months where an employee has 20 or more years of continuous, current APS service at the time of the offer, or is over 45 years of age; or 7 months for other eligible employees. The retention period commences the day after the expiry of the discussion and consideration period.

Discussion and Consideration Period

312. Where an excess employee situation is identified the Secretary will:

- advise in writing, the employee(s) directly affected and their representatives of the situation, the reasons and scope;
- discuss the voluntary termination and reassignment processes with affected employees;
- hold discussions with the employee(s) and their representatives; and
- offer the affected employee(s) voluntary termination.

Voluntary Termination Offer

313. The offer must state when the Secretary proposes to issue the termination notice if the offer is accepted.

314. The offer should include the following information to assist the employee in their considerations:

- amount payable as termination pay, pay in lieu of notice and accrued annual and long service leave credits;
- amount of accumulated superannuation contributions;
- superannuation options;
- taxation rules applicable to the various payments; and
- the availability of financial assistance, on a reimbursement basis, towards obtaining independent financial advice up to the value of \$1200

315. The employee(s) will have two months in which to consider the offer of voluntary termination. An employee who has received an offer of voluntary termination must advise the Secretary, in writing, before the end of the discussion and consideration period whether the employee wishes to be considered for re-assignment or voluntary termination.

316. If the employee does not accept the formal offer of voluntary termination or express a preference for reassignment, the employee will be taken to have a preference to be considered for reassignment, and their retention period will commence in accordance with clause 334.

317. Employees will be become excess one month after the date the employee receives a formal offer of voluntary termination unless during this time their employment has been terminated, they have been redeployed or the Secretary decides they are no longer in an excess situation.

318. Should the employee request an earlier termination date that falls within the discussion and consideration period, the employee will be entitled to receive payment for the unexpired portion of the discussion and consideration period. In addition, the payment in lieu of the unexpired portion of the discussion and consideration period will include an amount equivalent to the Annual Leave and Long Service Leave entitlements that would have accrued to the employee had they worked through their discussion and consideration period.

Career Transition Assistance

319. At the time the employee is offered a voluntary termination or as soon as possible thereafter but, in any event, no later than 1 month after the voluntary termination offer, excess employee(s) will be offered Career Transition Assistance which will include:

- advice on the re-assignment and redundancy process;
- a point of contact for individual queries;
- assistance with identifying re-assignment opportunities; and
- training/redeployment assistance.

320. Employees may also access the department's Employee Assistance Program for free personal counselling.

Voluntary Termination Process

321. If an employee accepts an offer of voluntary termination, and the Secretary agrees to the termination, the Secretary will issue a "notice of termination" under section 29 of the PS Act.

322. The period of notice will be 4 weeks, or 5 weeks for an employee over 45 years of age with at least five years of continuous, current APS service at the time of the offer. Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired portion of the notice period will be made.

323. Notice of termination will not be given before the end of the discussion and consideration period without the agreement of the employee.

324. Only one offer of voluntary termination will be made to an employee.

325. Job swaps will be available until the end of the period for discussion and consideration of voluntary termination where a DEEWR employee who is excess but does not want a voluntary termination, swaps jobs with an employee from within DEEWR or from another agency who is not excess but who wants voluntary termination. Job swaps are subject to the Secretary's approval on a case by case basis.

326. An employee will not be involuntarily terminated if a redundancy situation affects a number of employees engaged in similar work at the same location, and there exists one or more employees who have been made and accepted an offer of voluntary termination and have been refused, and still wish to accept voluntary termination.

Severance Pay

327. An employee who accepts voluntary termination and whose employment is terminated under section 29 of the *Public Service Act 1999* on the grounds that they are excess to requirements will be entitled to the following severance pay:

- 2 weeks' salary for each completed continuous year of service; and

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- a pro-rata payment for completed continuous months of service since the last completed year of service.

328. The minimum amount of severance pay is an amount equal to 4 weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.

329. Severance pay is calculated on a pro-rata basis for any period of service when the employee worked part time.

Service for Severance Pay Purposes

330. Service for severance pay purposes means

- a. service in the department;
- b. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- c. service with a Commonwealth body (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 Forces;
- e. APS service immediately preceding deemed resignation under repealed section 49 of the *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 that organisation with a transfer of function; or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for Long Service Leave purposes.

331. For earlier periods of service to count, there must be no breaks between the periods of service, except where:

- a. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- b. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

Service Not to Count for Severance Pay Purposes

332. Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:

- a. termination under section 29 of the *Public Service Act 1999*; or
- b. prior to the commencement of the *Public Service Act 1999*, by way of redundancy; forfeiture of office, retirement on the grounds of invalidity, inefficiency or loss of qualifications; dismissal or termination of probationary appointment for reasons of unsatisfactory service; or
- c. voluntary retirement at or above the minimum retiring age applicable to the employee; or
- d. payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.

333. Absences from duty which do not count as service for Long Service Leave purposes will not count for severance pay purposes.

Retention Period

334. Should an employee not accept the formal offer of voluntary termination, the employee will commence their retention period on the day after the expiry of the discussion and consideration period. The notice period will be concurrent with the retention period.

335. The intention of the retention period is to enable excess employees to be reassigned within the APS or to find other suitable employment. Consistent with this intention, during the retention period:

- a. the department will continue to provide and resource reasonable career transition services and support, and take reasonable steps to move an excess employee to a suitable vacancy, to another agency and to pursue placements outside the APS consistent with this Agreement; and
- b. employees will take reasonable steps to secure permanent re-assignment or placement.

336. The retention period is:

- 13 months where an employee has 20 or more years of continuous, current service with the APS or is over 45 years of age; or
- 7 months for other employees.

337. Where the Secretary determines there is insufficient productive work available to an excess employee during the retention period, the Secretary may, with the agreement of the employee, terminate his or her employment under section 29 of the PS Act and pay the balance of the retention period as a lump sum.

Reassignment Services and Reduction in Classification

338. The following provisions will apply to employees during their retention period:

- a. The employee can access up to \$1200 for payment for outplacement services or training opportunities that would be expected to enhance the employment prospects of employees.
- b. Excess DEEWR employees will be considered first and in isolation from, and not in competition with, other applicants who are not excess for an advertised vacancy to which the employee seeks transfer but only at or below the employee's level. In placing excess employees consideration will be given to the employee's current skills and experience or the employee's ability to acquire the relevant skills for the advertised vacancy in a short period of time.
- c. Suitable trial placements in another organisation including private sector organisations will be funded for up to 3 months where there is an identifiable opportunity for permanent placement and no job swap arrangement is involved. An individual employee may undertake more than one trial placement.
- d. The employee may on request, be provided with assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment;
- e. If a suitable vacancy does not exist at the same level within DEEWR or where the Secretary proposes to reduce an excess employee's classification as a means of securing alternative employment, the employee will be given 4 weeks notice. If reduction occurs after the offer of voluntary termination and before the end of the retention period the employee will receive payments to maintain the employee's salary level for the balance of the retention period.

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- f. Employees over 45 years of age and employees in regional remote areas may be eligible for additional outplacement assistance (up to the value of \$3,000) during the retention period.

Leave during the Retention Period

339. Retention periods will only be extended by certified leave for personal illness or injury or mandatory Maternity Leave, where the Secretary is satisfied that an employee is substantially incapacitated and unfit for work. The retention period will not be extended for other absences except where the Secretary is satisfied that exceptional circumstances exist. The period will not be extended on these grounds beyond an additional eight weeks.

Involuntary Termination

340. If an excess employee is unsuccessful in obtaining permanent reassignment at the end of the retention period, his or her employment will be terminated under section 29 of the PS Act.

341. Where an excess employee's employment is to be terminated the employee will be given 4 weeks notice of termination (or 5 weeks for an employee over 45 years of age with at least five years of continuous, current APS service). This period of notice will be served, as far as practicable, concurrently with the retention period.

342. Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired notice period will be made.

343. In deciding whether to terminate an excess employee, the Secretary will take account of any re-assignment process that may be in progress.

344. An excess employee may consent to involuntary termination during the retention period. Severance benefits are not available to employees who resign or consent to involuntary termination during the retention period.

Breaches of the APS Code of Conduct and Underperformance During the Retention Period

345. Where action in relation to a suspected breach of the APS Code of Conduct or action relating to unsatisfactory performance extends into, or commences, during the retention period the matter will be dealt with in accordance with the relevant DEEWR provisions as varied from time to time.

PART J – SEPARATION

Resignation

346. An employee should give the Secretary at least two weeks notice in writing of their intention to resign or retire. Where an employee submits a resignation which takes effect on a public holiday, the resignation will be deemed effective from close of business on the working day immediately prior to the public holiday. All resignations will be deemed to take effect at close of business of the resignation date.

Termination of Employment

347. An employee's employment may be terminated under Section 29 of the PS Act. Termination of, or a decision to terminate employment cannot be reviewed under the Dispute Resolution procedures outlined in this Agreement. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are:

- the *Workplace Relations Act 1996*;
- other Commonwealth laws (including the Constitution); and
- at common law.

348. Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 661 of the WR Act, subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the Code of Conduct under section 15 of the PS Act.

PART K - WORKING TOGETHER - CONSULTATION ARRANGEMENTS

Principles of Consultation

349. The department is committed to communicating and consulting with employees and, where they choose, their representatives, genuinely seeking their contribution to the decision making process and providing feedback on that contribution.

Consultation

350. The parties will consult on workplace issues that arise.

351. Consultation includes the sharing of information and providing a genuine opportunity for employees and their representatives to put their views to the appropriate decision maker and for those views to be properly considered and responded to before a decision is made.

352. The department is committed to consulting directly with employees about workplace matters that affect them.

353. The department also recognises the right of individual employees to choose representatives to act on their behalf in consultative processes.

354. Employees or, where they choose, their representatives, may at any time raise issues directly with the department.

355. The department uses a range of means to communicate and consult with employees and their representatives to enhance mutual understanding of workplace issues.

356. To facilitate communication and consultation the department will, including through the department's performance management system, encourage Group Managers to meet regularly with employees to discuss and consider workplace issues.

Consultation Committees

357. The department will establish and maintain a National Consultative Committee (NCC) and State and Northern Territory consultative committees.

358. The NCC will act as a forum for considering proposals for workplace change, including where possible excess staffing situations may arise, as well as matters of ongoing mutual interest relevant to the workplace. The NCC will meet at least four times annually of which at least 3 meetings will be face to face.

359. The NCC will consist of management representatives and:

- 2 Employee Representatives from National Office elected by National Office staff;
- 2 Employee Representatives from National Office nominated by the CPSU;
- 1 Employee Representative from a State Office elected by state office staff;
- 1 Employee Representative from a State Office nominated by the CPSU;
- 1 representative from the Mura Kaimel-Yarrangi network nominated by the Mura Kaimel-Yarrangi Committee;
- 2 CPSU officials (one of whom may be a workplace official, eg. Section Councillor); and
- 1 MEAA representative.

360. The NCC may form subcommittees and working parties.

361. The State and Northern Territory consultative committees will operate along similar lines to the NCC. These will meet at least four times a year. Membership of the State and Northern

Territory committees shall include management representatives, staff elected representatives and union nominated members.

362. The NCC and State and Northern Territory consultative committees shall generally refrain from dealing with matters that are within the terms of reference of specialist consultative forums, such as any consultative forum established to consider OH&S issues, unless those matters cannot be resolved by the specialist consultative forum.

Freedom of Association

363. The parties recognise that employees are free to choose to join or not join a union. Irrespective of that choice employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement. Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of this Agreement and relevant industrial legislation.

Workplace Delegates

364. The role of workplace delegates is to be respected and facilitated.

365. With rights comes responsibility. Workplace delegates must act in good faith and do the best they can for their work colleagues together, or on their individual needs.

366. The rights of workplace delegates and recognised representatives are as agreed with the department from time to time and include:

- a. the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- b. the right to participate in collective bargaining on behalf of those who they represent;
- c. reasonable access to telephone, facsimile, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union;
- d. the right to consultation, and access to relevant information about the workplace and the agency.

367. In addition members will be able to access reasonable leave without pay to work with the union in accordance with the Miscellaneous Leave provisions of this Agreement.

368. In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely affect on the efficient operation of the department and the provision of services by the Commonwealth.

369. Following the introduction of new industrial legislation, the parties agree to review the rights of Workplace Delegates.

Representation

370. In any matter arising under this Agreement, an employee may have a representative (which may be a union representative) assist or represent them, and all relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance includes acting as an advocate in relation to the employee's entitlements and rights.

371. Employees who perform a role as an employee representative will be provided with reasonable access to appropriate training in workplace relations matters and support as agreed to perform their function and the employer agrees that the representative will not suffer any employment related detriment as a result of performing the representative function.

Dispute Resolution

General

372. The parties recognise that disputes concerning workplace matters may arise.

373. A party to the dispute may appoint another person, organisation or association to accompany or represent them at any stage of the process. This assistance includes notifying or advising any person or body of the existence of a dispute and acting as an advocate. A representative will be dealt with in good faith.

374. At every stage of the dispute resolution process, the parties will participate in good faith.

375. Where workplace disputes occur, work will continue in accordance with established custom and practice at the workplace while the dispute resolution procedure is being applied. If a genuine safety issue is involved, employees will not be required to work in an unsafe environment, but will undertake suitable alternative work if available, until the working environment is declared safe by an appropriate person or body.

376. At any time an employee may seek a review pursuant to s.33 of the PS Act to the extent allowed under that Act. While a disputed matter is being dealt with under s.33 of the PS Act, or has been dealt with to finality and DEEWR has complied with any recommendations from the Merit Protection Commissioner, it will not be considered under these provisions of this Agreement.

377. If a dispute in relation to a workplace matter or the application, implementation or interpretation of this agreement is unable to be resolved at the workplace, the dispute may be referred to the Australian Industrial Relations Commission (the AIRC) or its replacement body, for resolution by conciliation and, if the dispute remains unresolved, by arbitration.

378. Unless the parties to the dispute agree to the contrary, the AIRC shall, in responding to the matter, have regard to whether a party has applied the procedures under this Agreement and acted in good faith.

379. Any decision or direction the AIRC makes in relation to a dispute shall be in writing and accompanied by written reasons, unless the parties agree that reasons are not required.

380. The parties agree to comply with any decision or direction, subject to any right of appeal or review which might exist.

381. Unless otherwise agreed, each party shall bear their own costs.

382. The parties agree that any decision by the AIRC is enforceable in a Court of competent jurisdiction.

Powers of the AIRC

383. The AIRC may give all such directions and do all such things as may assist the just resolution or determination of the dispute. This includes:

- a. taking oral or written evidence on oath or by affirmation, in chief and by cross examination;
- b. conducting a hearing;
- c. holding a ballot of affected employees;
- d. meeting with any party separately during a conciliation but with the knowledge of the other party;
- e. summoning to appear before the AIRC parties and witnesses;
- f. requesting the attendance before the AIRC of any witness or person whose presence the AIRC believes would assist in the resolution of the dispute;

-
- g. receiving documents and other material related to the dispute and compelling the production of documents and other material that relate to the dispute in hard or electronic form;
 - h. recording and transcribing proceedings;
 - i. determining the dispute in the absence of any party or person who has been notified of the proceedings or who has been summonsed to appear;
 - j. convening a compulsory conference;
 - k. giving directions in the course of or for the purpose of procedural matters relating to the dispute;
 - l. deciding when conciliation is ended and arbitration is to begin; and
 - m. exercising any or all of its legal powers under the relevant legislation that applies at the time of the dispute.

384. In dealing with a dispute 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 rule of natural justice, and shall ensure the parties have a reasonable opportunity to be heard; and
- c. have regard to AIRC principles and precedents.

Occupational Health and Safety

385. The department is committed to maintaining a safe and healthy work environment for all employees, including return to work opportunities for ill and injured employees, consistent with its legal obligations.

386. The department acknowledges that a healthy working environment is free from bullying and harassment, and that excessive workloads may pose a threat to the health and well being of employees.

387. The department will develop and maintain health and safety management arrangements and will enter into and maintain stand-alone OH&S agreements as provided for under section 16(3)(c) of the *Occupational Health and Safety Act 1991*.

388. The department will, in consultation with employees, or, where they choose, their representatives, monitor OH&S issues and develop, maintain and enforce policies and strategies.

389. Where a dispute arises in relation to occupational health and safety that cannot be resolved satisfactorily under relevant OH&S laws, the department's Health and Safety Management Arrangements, or under a stand-alone OH&S agreement entered into with employees or their representatives, the dispute must be dealt with under the dispute resolution procedures in this Agreement.

Accommodation and Physical Environment

390. The parties agree to work together during the life of the Agreement on how best to maintain quality physical workplaces for employees and make efficient use of resources.

391. The NCC will establish an Accommodation and Physical Environment sub-committee (APE). This sub-committee will include three Health and Safety Representatives (elected by the network of Health and Safety Representatives).

392. Strategies will be developed through the APE regarding quality physical workplace facilities and accommodation while seeking to minimise DEEWR's energy and resource costs. This sub-committee will, within the first 12 months of the Agreement propose a set of accommodation guidelines with a view to having these formalised across the department.

Dealing with Local Accommodation Changes

393. When a decision is made to undertake construction, building alteration, refurbishment or relocation for a workplace, an Accommodation Committee will be formed in that workplace. The Accommodation Committee may provide recommendations in relation to alteration, refurbishment or relocation. Where those recommendations are not adopted, advice will be provided to the Committee and People Group detailing the reasons.

394. Where a decision has been made by the department that accommodation changes are required, a union nominated representative from the work area and the Health and Safety Representative for the relevant Designated Work Group will form part of the Accommodation Committee. In circumstances where consultation is not possible due to emergency situations and/or time constraints the department will provide an explanation to all affected departmental employees.

395. Where disruption due to construction, building alteration, refurbishment or relocation of a workplace is significant and unavoidable to the extent that it disrupts working arrangements (including the potential to compromise the health and safety of employees) and where this cannot be minimised, including through temporary relocation, the Secretary may, taking into account the duration and severity of the disruption, authorise Miscellaneous Leave with pay or working from home arrangements.

Allowance for Impact of Building Work

396. The department will seek to prevent employees from being subjected to any unreasonable impact on their working environment from building work. If Miscellaneous Leave with pay or working from home arrangements have failed to redress employee's working conditions, a daily allowance of \$10 will be paid to employees in the affected accommodation area for the period of exposure.

397. For the purposes of this clause, "unreasonable impact on their working environment" means any detrimental effects on the working conditions of office-based employees caused by a variety of factors associated with building activities, including one or generally more of the following: dust, noise, fumes, extremes of temperature, vibrations, wet, dirt, or loss of amenities.

398. "Building activities" means any construction, building alterations or significant refurbishment activities at an office location, within the department's control.

PART L - TRAVEL

Principle

399. While travelling on departmental business, all employees are entitled to a reasonable standard of accommodation (consistent with departmental travel rates), meals and transport without personal expense. Travel must be organised to ensure maximum value to the Commonwealth with no personal expense, monetary gain or other type of benefit to the employee. The department will meet reasonable costs associated with official domestic and international travel.

400. In determining travel requirements a manager will, wherever possible, take into account, and make allowance for, people's circumstances, including family responsibilities, safety, security and other relevant factors.

Class of Travel

401. Domestic air travel will be by economy class. International air travel will be by business class. Travel by bus or train will be by first class, where available.

Travel Card

402. All employees must use the departmental Travel Card issued for official travel purposes consistent with the DEEWR Travel Policy.

Part Day Travel

403. Where an employee is required to travel for official purposes for a period of ten hours or more but no overnight stay is required an allowance of \$40 for part day travel will be payable to employees through the salary system.

Travel Expenditure

404. An employee who undertakes travel on official business and is required to be away from home overnight will be entitled to have actual travel expenditure within the indicative daily cap paid for or reimbursed by the department. Further guidance is provided for in the departmental Travel Policy.

405. The indicative daily cap is inclusive of accommodation, meals and incidentals. The amount of the daily cap is dependent on the employees travel destination.

406. Employees may withdraw up to \$40 for incidentals and meals, where the employee chooses, from an ATM without the requirement to provide receipts of expenditure. Any cash withdrawal will reduce the indicative daily cap available for accommodation and other meals by the amount withdrawn.

407. The indicative daily cap applies to full day absences entailing an overnight stay in commercial accommodation and the purchase of all meals. Should an employee require an increase to the indicative daily cap written approval of the Secretary is required prior to undertaking the travel.

408. Where the employee chooses to stay in non-commercial accommodation no accommodation expenses will be paid by the department. An employee may access up to \$50 per night to meet expenses associated with staying in non-commercial accommodation. Meal costs are expected to be charged to the travel card

409. Where a Secretary decides that the indicative allowance for accommodation is insufficient in specific circumstances, a higher rate may be approved.

410. The Secretary will approve an acquittable cash advance payment withdrawn from an ATM to meet travel expenses where it is known or anticipated that the travel card will not be accepted. The acquittable cash amount may be up to the indicative daily cap for that location.

Reviewed Travel Allowance

411. Payment arrangements and the level of entitlement for travel expenses will be reviewed after 21 days and paid on the basis of reasonable actual expenses or an alternative package of assistance agreed between the employee and the Secretary. A trip home will not be regarded as a break for the purposes of determining reviewed travel allowance.

Recognition of Travel Time

412. For APS1 – 6 (and equivalent) employees, travel on official business undertaken between the 7:00am to 7:00pm bandwidth may be recorded as flex time. The start and finish times of the 12 hour bandwidth may be adjusted in recognition of travel time with the approval of the Secretary.

413. Travel time will not be paid as overtime.

414. Time Off in Lieu on an hour for hour basis in recognition of travel time may be approved in exceptional circumstances.

Capacity to Vary Travel Arrangements

415. The Secretary and a majority of affected employees may agree an alternative set of travel arrangements to replace the existing set of travel arrangements set out in clauses 402 - 414.

416. An agreement on an alternative set of travel arrangements requires:

- a. the agreement of the majority of affected employees; and
- b. the change will not be less favourable overall to the affected employees.

417. Where the above requirements are met the Secretary is authorised to implement an alternative set of travel arrangements. The agreed alternative set of travel arrangements will prevail over any inconsistency with clauses 402 - 414.

Airline Club Membership

418. Where it is anticipated that 8 or more business trips will be required to be undertaken in a 12 month period Airline Club membership is available for that period.

Emergency Situations while Travelling on Official Business

419. Assistance may be authorised by the Secretary in situations where:

- a. an employee becomes critically or dangerously ill while travelling on official business and the employee's partner or a family member travels to visit the employee; or
- b. a member of the employee's family or the employee's partner's family dies or becomes critically or dangerously ill while the employee is on official business and the employee travels to visit the critically or dangerously ill family member.

420. The assistance may comprise:

- a. reimbursement to the employee for the cost of an economy return airfare in respect of travel within Australia; or
- b. where the use of a motor vehicle is approved, or is the most appropriate form of travel, motor vehicle allowance consistent with provisions in this Agreement.

Motor Vehicle Allowance

421. Where the Secretary authorises an employee to use their private vehicle for official purposes the employee will be entitled to a flat rate Motor Vehicle Allowance (MVA) of 70 cents per

kilometre. The maximum MVA claimable is the distance x 70 cents per kilometre, or the full economy airfare (based on the best fare of the day), whichever is the lesser.

Family Care Expenses when Travelling

422. When an employee with family caring responsibilities is required to travel away from home for official purposes, the department will provide reimbursement on production of receipts for the full cost of 'additional commercial care' (over normal arrangements) for family members.

423. Where commercial care is not available, for example in remote areas, the Secretary has the discretion to approve the cost of the care provided by other arrangements. This reimbursement will be up to \$60 per night subject to provision of satisfactory evidence.

Overseas Travel

424. Employees required to travel on official business outside of Australia are entitled to Business Class travel or its equivalent.

425. Where an employee is posted overseas, the employee's terms and conditions for overseas service will be consistent with the DEEWR Overseas Conditions Policy as varied from time to time. The package provided to employees overseas by the Department of Foreign Affairs and Trade (DFAT) will be used as a basis for the Policy. The DEEWR Overseas Conditions Policy will prevail to the extent of any inconsistency with this Agreement.

PART M - REMOTE LOCALITIES

Principle

426. Remote Localities Assistance (RLA) is to recognise the climatic conditions and lack of access to services in remote localities due to the geographical isolation.

427. Four categories have been determined for payment of RLA, depending on the level of remoteness (ie Category 4 localities being identified as very remote). The amount payable per annum is as outlined in the following Tables:

Table 1 - Category 1

Locality		On Commencement	17 Sept 2009	29 April 2010	16 Sept 2010	15 Sept 2011
Kalgoorlie Moree	With dependants	\$5,000	\$5,125	\$5,202	\$5,332	\$5,532
	Without dependants	\$3,500	\$3,588	\$3,641	\$3,732	\$3,872

Table 2 - Category 2

Locality		On Commencement	17 Sept 2009	29 April 2010	16 Sept 2010	15 Sept 2011
Alice Springs Mt Isa Walgett	With dependants	\$10,000	\$10,250	\$10,404	\$10,664	\$11,064
	Without dependants	\$7,000	\$7,175	\$7,283	\$7,465	\$7,745

Table 3 - Category 3

Locality		On Commencement	17 Sept 2009	29 April 2010	16 Sept 2010	15 Sept 2011
Port Hedland Broome Ceduna Katherine	With dependants	\$14,000	\$14,350	\$14,565	\$14,929	\$15,489
	Without dependants	\$9,800	\$10,045	\$10,196	\$10,451	\$10,842

Table 4 - Category 4

Locality		On Commencement	17 Sept 2009	29 April 2010	16 Sept 2010	15 Sept 2011
Nhulunbuy Thursday Island Weipa Derby Tennant Creek Kununurra	With dependants	\$17,500	\$17,938	\$18,207	\$18,662	\$19,362
	Without dependants	\$12,250	\$12,566	\$12,745	\$13,063	\$13,553

428. If a DEEWR employee in a remote locality is currently in receipt of RLA for that locality which exceeds the rate in the above table for the locality, the higher rate will be maintained until such time as the allowance differential is absorbed by the increase in the relevant Table.

429. If the partner of an employee is also eligible to receive remote localities assistance, only one of the employees will be paid the 'with dependants' rate, if eligible. The amount of RLA payable to the partner will be applicable to an employee 'without dependants'.

430. An employee who receives payment of Travel Allowance, including reviewed travel allowance, for the purposes of temporarily working at a DEEWR remote locality is not entitled to receive any payment otherwise applicable to that locality.

Payment of Remote Localities Assistance

431. Current employees and employees commencing service at a location specified in this Agreement will be entitled to:

- a. an annual payment of 60% of the relevant amount listed in tables 1 – 4 in clause 427, following the completion of 12 months continuous service at that location, and after each completed 12 months of service thereafter; the payment will be paid on a pro-rata basis for employees ceasing work at that location; and
- b. a fortnightly payment of 40% of the relevant amount as part of salary from the date of commencement of service at the location.

432. Accumulated periods of Miscellaneous Leave Without Pay not to count as service that exceed 30 calendar days or more will defer the annual payment detailed in clause 431 a. Where the accumulated period of Miscellaneous Leave Without Pay exceeds 30 calendar days, the entire period will affect the annual payment.

433. The amount of RLA will be regarded as salary for taxation purposes.

434. Employees currently in receipt of RLA paid on a fortnightly basis will translate to the new arrangements on commencement of the Agreement. Further guidance is provided in the Remote Localities Assistance Policy.

Proof of Entitlement/Change of Status

435. Employees claiming and receiving the 'with dependants' rate of allowances will be required to support their claim; and demonstrate their ongoing entitlement from time to time. Proof will generally take the form of a document from an external source, e.g. birth certificate, marriage certificate, notice of assessment from the Australian Taxation Office (ATO) or other documentation as specified by the Secretary. Any change in circumstances which affects the rate at which an employee's remote localities assistance is payable must be notified immediately to People Group.

Medical, Dental, Emergency, Compassionate and Student Fares Assistance

436. The Secretary may approve fares reimbursement for ongoing employees and their dependants living in a DEEWR designated remote locality, consistent with the Remote Localities Assistance Policy.

Move from Remote Locality Offices

437. An ongoing employee working in one of the department's remote localities may apply to the Secretary for reassignment and relocation of duties away from the remote locality. In considering the application, the Secretary will take into account:

- a. whether the move is in the interest of the department;
- b. the period for which the employee has been stationed in a remote locality; and
- c. the personal circumstances of the employee.

Establishment of new DEEWR Remote Localities

438. Where the department opens an office in a locality which the Secretary determines to be a remote locality, the Secretary will assess the requirement for remote locality assistance on a case by case basis. The assessment of the need for assistance will include consideration of factors

such as access to services, climatic conditions and population using the methodology detailed in the Remote Locality Policy.

Transitional Arrangements for Cairns, Darwin and Townsville

439. Former DEST employees working in Cairns, Darwin or Townsville locations as at 23 February 2006 and still in receipt of RLA will continue to receive RLA or other remote locality package conditions whilst they remain in the locations on an ongoing basis in accordance with Table 5.

440. Former FaCS employees working in Cairns, Darwin or Townsville locations as at 14 November 2005 and still in receipt of RLA will continue to receive RLA whilst they remain in the locations on an ongoing basis in accordance with Table 5.

441. Former FaCS employees who have accrued remote locality leave fares prior to the commencement of this Agreement will have until close of business 31 March 2010 to use these accrued leave fares.

442. All DEEWR employees in receipt of RLA under these transitional arrangements will retain access to the emergency fares provisions, consistent with the Relocation Policy.

Table 5

Locality	Without dependants	With dependants
Cairns	\$3,000	\$4,800
Darwin	\$7,200	\$12,000
Townsville	\$3,000	4,200

443. The parties to this agreement commit to explore options for developing an equitable attraction and retention payment for all employees located in Cairns, Darwin and Townsville to address the current differences in the allowances being paid in these locations. This payment will be developed by reference to relevant factors including existing labour market pressures, remote indicators and pre-existing arrangements under the former Department of Education, Science and Training – ‘Caring for our People – Creating our Future’ Certified Agreement 2006 -2009 and Family and Community Services Certified Agreement 2005-2008).

444. It is intended that these discussions, and where agreement is reached, implementation arrangements are finalised by April 2011. Where the parties agree to a payment for Cairns, Darwin and Townsville this will replace the transitional arrangements contained in clauses 439 to and 442 for these locations

PART N - RELOCATION

Principle

445. When an existing departmental employee permanently or temporarily relocates for employment purposes, the department will contribute towards reasonable costs associated with the relocation subject to the eligibility provisions and monetary limits detailed in these provisions.

446. When a new ongoing employee moves from one geographic location to another to join the department, relocation assistance for the removal of furniture and effects and travel to the new locality may be provided at the discretion of the Secretary.

447. Any assistance provided will take into account the business requirements and the monetary limits of the relocations provisions for employee initiated moves.

448. Any relocation assistance provided will be agreed in writing between the Secretary and employee before any relocation action takes place.

Employer Initiated Transfers

449. Where the department initiates the transfer of an employee from one locality to another or the employee proceeds on term transfer, the employee may negotiate a relocation package for reimbursement of reasonable expenses limited to a total of \$45,000. Reasonable expenses associated with the relocation of the employee and family, include but are not limited to:

- the cost of temporary accommodation for up to 3 months;
- reimbursement of costs incurred in the sale and purchase of a home;
- additional education costs;
- the cost of travel;
- the removal of furniture and household effects, including motor vehicles and removal insurance;
- additional mortgage interest costs;
- disturbance allowance; and
- kennelling and transporting a pet or pets.

Employee Initiated Moves

450. Where a DEEWR employee applies for promotion or transfer at level which involves permanently moving from one geographic locality to another, the employee may negotiate a relocation package for reimbursement of reasonable expenses limited to a total of \$12,000 payable by the gaining work area. Reasonable expenses associated with the relocation of the employee and family, may include, but are not limited to:

- the cost of temporary accommodation for up to 3 months;
- reimbursement of costs incurred in the sale and purchase of a home;
- additional education costs;
- the cost of travel;

-
- the removal of furniture and household effects, including motor vehicles and removal insurance;
 - additional mortgage interest costs;
 - disturbance allowance; and
 - kennelling and transporting a pet or pets.

451. Employees who temporarily transfer at the initiative of the department for a period of at least 13 weeks or more may negotiate a relocation package for reimbursement of reasonable expenses limited to a total of \$12,000. Reasonable expenses may include but are not limited to those detailed in the provisions for Employee Initiated Moves.

452. Employees requesting transfer to another locality for personal reasons are generally not eligible for relocation assistance.

453. The Secretary may approve payments in excess of the limits specified above where exceptional circumstances exist.

Disturbance Allowance

454. Where the household effects of an existing employee to whom the relocation provisions apply have been removed at departmental expense from the employee's former locality to the new locality, the employee is entitled to be paid a one-off Disturbance Allowance of \$750 for an employee who relocates alone and \$1,500 for an employee who relocates with a spouse, partner or dependant.

455. Disturbance allowance is a one-off payment to offset the incidental costs of moving such as:

- connection or reconnection of telephone service;
- stamp duty and any establishment fee payable on registration of the employee's motor vehicle;
- any establishment fee payable for transfer of the employee's driver's licence;
- connection of public utilities; and
- other non-reimbursable costs.

456. Where an employee has received Disturbance Allowance at the new locality and subsequently relocates within the new locality, no further Disturbance Allowance is payable.

ATTACHMENT A – GENERAL CLASSIFICATIONS, DEEWR BROADBANDS AND SALARY INCREASES

Table 1- Salary Increases

Broadband	Classification	Pay Point	CA Commencement Repackaging and alignment of salaries	17 September 2009 alignment of salaries	15 April 2010 alignment	29 April 2010 increase (1.5%)	16 September 2010 increase (2.5%)	15 September 2011 (3.75%)
	Exec Level 2	4	116,000	119,500	119,500	121,293	124,325	128,987
		3	109,700	111,894	111,894	113,572	116,412	120,777
		2	103,500	105,570	105,570	107,154	109,832	113,951
		1	97,600	99,552	99,552	101,045	103,571	107,455
	Public Affairs Officer		93,318**	96,305**	96,305**	97,775**	100,193**	103,950**
	Exec Level 1	4	90,600	93,500	93,500	94,903	97,275	100,923
		3	85,856	87,573	88,799	90,131	92,384	95,849
		2	83,761	85,436	86,632	87,931	90,129	93,509
		1	81,918	83,762	84,599	85,868	88,015	91,315
DEEWR Broadband 2	APS6	3	73,100	75,655	75,655	76,790	78,710	81,661
		2	69,305	71,037	71,037	72,103	73,906	76,677
		1	65,742	68,798	68,798	69,830	71,576	74,260
	APS5	3	62,500	65,425	65,425	66,406	68,067	70,619
		2	59,524	62,500	62,500	63,437	65,023	67,462
		1	58,477	61,196	61,196	62,114	63,667	66,055
	APS4	3	56,970	58,400	59,276	60,165	61,669	63,982
	2	54,788	56,157	56,972	57,826	59,272	61,495	
	1	53,297	54,630	55,422	56,253	57,660	59,822	
DEEWR Broadband 1	APS3	3	50,762	52,031	53,072	53,868	55,214	57,285
		2	48,735	49,954	50,953	51,717	53,010	54,998
		1	48,499	49,711 #				
	APS2	4	46,505	47,667	48,620	49,350	50,583	52,480
		3	45,646	46,787	47,723	48,439	49,650	51,511
		2	43,640	44,731	45,626	46,310	47,468	49,248
		1	43,428	44,513 #				
	APS1	2	40,428	41,641	42,474	43,111	44,189	45,846
		1	37,156	38,085	38,847	39,430	40,415	41,930
		Age 20	33,812	34,658	35,351	35,882	36,779	38,158
	Age 19	30,098	30,850	31,467	31,939	32,738	33,965	
	Age 18	26,009	26,659	27,192	27,600	28,290	29,351	
	Under 18	22,294	22,851	23,308	23,658	24,249	25,158	

Note: # Pay point abolished in April 2010

** denotes salary retention point applying only to employees as detailed in clause 58.

Junior rates of pay are only applicable to the APS1 classification level and will be calculated as a percentage of an APS1 equivalent adult base rate of pay as follows:

- under 18 years of age 60%
- at 18 years of age 70%
- at 19 years of age 81%
- at 20 years of age 91%

DEEWR APS6 salary translation table

Table 2 – APS6 Translation Table

APS 6 employees who had their salary determined by the DEEWR Notional Pay scales on commencement of this Agreement will translate onto the scales in Attachment A Table 1 as follows.

DEEWR Notional Pay scales pay point	Salary prior to commencement of CA	Pay point on commencement of this Agreement	Salary on commencement of this Agreement
APS6.1	\$62,239	APS 6.1	\$65,742
APS6.2	\$63,982	APS 6.1	\$65,742
APS6.3	\$65,772	APS 6.2	\$69,305
APS6.4	\$67,615	APS6.2	\$69,305
APS6.5	\$69,507	APS6.3	\$73,100

ATTACHMENT B – DEEWR TRAINING BROADBAND

Broadband	Classification	Pay Point	CA Commencement Repackaging and alignment of salaries	17 September 2009 alignment of salaries	15 April 2010 alignment	29 April 2010 increase (1.5%)	16 September 2010 increase (2.5%)	15 September 2011 increase (3.75%)
DEEWR Training Broadband	APS4	3	56,970	58,400	59,276	60,165	61,669	63,982
		2	54,788	56,157	56,972	57,826	59,272	61,495
		1	53,297	54,630	55,422	56,253	57,660	59,822
	APS3	3	50,762	52,031	53,072	53,868	55,214	57,285
		2	48,735	49,954	50,953	51,717	53,010	54,998
		1	48,499	49,711 #				
	APS2	4	46,505	47,667	48,620	49,350	50,583	52,480
		3	45,646	46,787	47,723	48,439	49,650	51,511
		2	43,640	44,731	45,626	46,310	47,468	49,248
		1	43,428	44,513 #				
	APS1	2	40,428	41,641	42,474	43,111	44,189	45,846
		1	37,156	38,085	38,847	39,430	40,415	41,930
		Age 20	33,812	34,658	35,351	35,882	36,779	38,158
	Age 19	30,098	30,850	31,467	31,939	32,738	33,965	
	Age 18	26,009	26,659	27,192	27,600	28,290	29,351	
	Under 18	22,294	22,851	23,308	23,658	24,249	25,158	

Note:

- a. Cadet APS undertaking full time study will be paid 57% of the minimum (including junior rates where applicable) that would be payable to the Cadet APS if he or she was performing practical training.
- b. # Pay point abolished in April 2010
- c. Junior rates of pay are only applicable to the APS1 classification level and will be calculated as a percentage of an APS1 equivalent adult base rate of pay as follows:
 - i. under 18 years of age 60%
 - ii. at 18 years of age 70%
 - iii. at 19 years of age 81%
 - iv. at 20 years of age 91%

ATTACHMENT C – DEEWR GOVERNMENT LAWYER BROADBAND AND SALARY INCREASES

Table 1 – Principal Government Lawyer Band

Classification	Pay Point	CA Commencement Repackaging and alignment of salaries	17 September 2009 alignment of salaries	15 April 2010 alignment	29 April 2010 increase (1.5%)	16 September 2010 (2.5% increase)	15 September 2011 (3.75% increase)
Principal Government Lawyer (Exec Level 2)	2	\$118,900	\$122,488	\$122,488	\$124,325	\$127,433	\$132,212
	1	\$111,345	\$113,572	\$113,572	\$115,276	\$118,158	\$122,588

Table 2 – Government Lawyer Broadband

Classification	Pay Point	CA Commencement Repackaging and alignment of salaries	17 September 2009 alignment of salaries	15 April 2010 alignment	29 April 2010 increase (1.5%)	16 September 2010 (2.5% increase)	15 September 2011 (3.75% increase)
Senior Government Lawyer (Exec Level 1)	3	\$101,602	\$103,634	\$103,634	\$105,188	\$107,818	\$111,861
	2	\$85,856	\$87,573	\$88,799	\$90,131	\$92,384	\$95,848
	1	\$81,918	\$83,762	\$84,599	\$85,868	\$88,015	\$91,315
Government Lawyer (APS6)	6	\$73,100	\$75,655	\$75,655	\$76,790	\$78,710	\$81,661
	5	\$69,305	\$71,037	\$71,037	\$72,103	\$73,906	\$76,677
	4	\$65,742	\$68,798	\$68,798	\$69,830	\$71,576	\$74,260
Government Lawyer (APS5)	3	\$59,524	\$62,500	\$62,500	\$63,437	\$65,023	\$67,462
Government Lawyer (APS4)	2	\$54,788	\$56,157	\$56,972	\$57,826	\$59,272	\$61,495
Government Lawyer (APS3)	1	\$50,762	\$52,031	\$53,072	\$53,868	\$55,214	\$57,285

DEEWR Lawyers – Eligibility Requirements and Salary Advancement

457. This attachment establishes specific broadband and salary advancement arrangements available to lawyers working in the department's legal areas. These arrangements have been developed to allow the department to recruit and retain qualified, high performing and experienced lawyers, and to promote training and development of the department's lawyers.

458. The department agrees to provide employees with access to the Government Lawyer broadband structure where it is determined their duties require the regular and continuing application of legal skills in the department's legal areas.

Eligibility and Selection Requirements

459. The eligibility requirements for entry to Government Lawyer and Senior Government Lawyer jobs are:

-
- a. a degree in Laws from an Australian tertiary institution or a comparable overseas qualification which is appropriate to the duties of the classification; or
 - b. admission as a legal practitioner, however described, of the High Court or the Supreme Court of an Australian State or Territory; and
 - c. if the Head of the Legal Area in which the employee works determines it appropriate, possession of a current restricted practising certificate issued by the ACT Law Society, or the obtaining of such a certificate within 3 months of commencing employment with DEEWR.

460. The eligibility requirements for entry to Principal Government Lawyer jobs are:

- a. admission as a legal practitioner, however described, of the High Court or the Supreme Court of an Australian State or Territory; and
- b. if the Head of the Legal Area in which the employee works determines it appropriate, possession of a current restricted practising certificate issued by the ACT Law Society, or the obtaining of such a certificate within 3 months of commencing employment with DEEWR.

461. Selection for Government Lawyer, Senior Government Lawyer and Principal Government Lawyer jobs will be made in accordance with the Department's recruitment and selection arrangements.

Transfer to Government Lawyer Broadband

Government and Senior Government Lawyer

462. Employees who meet the eligibility requirements for employment as a Government Lawyer or Senior Government Lawyer may apply to the Head of the Legal Area in which the employee works to transfer to the Government Lawyer Broadband. Where the transfer to the Government Lawyer Broadband is approved, the employee will move from his or her current APS classification to the equivalent APS classification in the Government Lawyer Broadband.

463. The Employee's salary on transfer to the Government Lawyer Broadband will be the equivalent of their current salary within the relevant APS classification of the Government Lawyer Broadband, or if there is no equivalent salary, to the salary closest to, but not lower than their current salary. Where the employee's salary is above the top pay point of the relevant APS classification within the Government Lawyer Broadband the employee will retain their current salary until such time as their salary falls within the pay point range of the relevant APS classification within the Government Lawyer Broadband.

Principal Government Lawyer

464. Executive Level 2 employees who meet the eligibility requirements for employment as a Principal Government Lawyer may apply to the Head of the Legal Area in which the employee works to transfer to the Principal Government Lawyer Band. Where the transfer to the Principal Government Lawyer Band is approved, the employee will move from his or her current salary to the equivalent salary in the Principal Government Lawyer Band, or, where there is no equivalent salary, to the salary point closest to, but not lower than their current salary. Where the employee's current salary exceeds the top pay point of the Principal Government Lawyer Band the employee will retain their current salary until such time as their salary falls within the pay point range of their Principal Government Lawyer Band.

465. Employees who do not work within a Legal Area will be subject to the department's general recruitment and selection arrangements.

Salary Determination

466. Where an employee commences in, or is promoted to a Government Lawyer, Senior Government Lawyer, or Principal Government Lawyer job, salary will be determined within the relevant classification level set out in Table 1 and Table 2 above having regard to the experience, qualifications and skills of the employee and his or her likely corporate contribution. This is subject to the employee not being paid higher than the first pay point in the Government Lawyer scale, unless the Secretary is satisfied that the

employee has been admitted as a legal practitioner, however described, of the High Court or the Supreme Court of a State or Territory.

Government Lawyer Advancement Provisions

467. On 15 August 2009, an employee shall be advanced by the number of pay points that the employee would have been eligible to advance under the government lawyer advancement provisions applying to the employee prior to the commencement of this Agreement.

468. Advancement through the salary points set out in Table 1 and Table 2 above will be effective from 15 August each subsequent year, after assessment of performance under DEEWR's Performance Management and Development provisions as set out in Part F of this Agreement (to the extent that it is not inconsistent with this Schedule) on the following conditions:

- a. where an employee has attained a key deliverable rating shown in Column 1 of Table 3 below, the employee shall be advanced by the number of pay points specified in Column 2 of Table 3 corresponding to the observable work behaviours rating attained by the employee;
- b. an employee within the Government Lawyer Broadband shall not be advanced beyond the first pay point in the Government Lawyer Broadband unless the Secretary is satisfied that the employee has been admitted as a legal practitioner, however described, of the High Court or the Supreme Court of a State or Territory;
- c. an employee within the Government Lawyer Broadband shall not be advanced beyond the sixth pay point in the Government Lawyer scale unless the employee has:
 - i. performed work of the type and complexity required by a Senior Government Lawyer for at least 3 months; and
 - ii. received performance ratings of good for both key deliverables and observable work behaviours at the end of the performance cycle; and
 - iii. the Secretary determines that the employee is capable of performing work at the Senior Government Lawyer level; and
 - iv. there is work at that level available for the employee to perform.
- d. where an employee is advanced to the Senior Government Lawyer level, such an employee will only be advanced to the first salary point in the Senior Government Lawyer scale and must remain at that level for at least 12 months before being eligible for further advancement within the Senior Government Lawyer scale; and
- e. where the Secretary determines that there is more than one employee at the Government Lawyer level who is capable of performing work at the Senior Government Lawyer level, but that there is insufficient work available at the Senior Government Lawyer level for all such employees, a merit selection exercise should be conducted to determine which employee or employees will be advanced to the Senior Government Lawyer level.

Table 3

COLUMN 1 Key Deliverables Rating	COLUMN 2 Observable Work Behaviours Rating				
	Exemplary	Outstanding	Good	Satisfactory	Unsatisfactory
Exemplary	3 pay points	3 pay points	2 pay points	1 pay point	No advancement
Outstanding	3 pay points	2 pay points	1 pay point	1 pay point	No advancement
Good	2 pay points	1 pay point	1 pay point	1 pay point	No advancement
Satisfactory	1 pay point	1 pay point	1 pay point	1 pay point	No advancement
Unsatisfactory	No advancement	No advancement	No advancement	No advancement	No advancement

ATTACHMENT D – SHIFT WORKERS

469. Shift workers are those employees whose rostered ordinary hours fall outside the period 7:00am-7:00pm Monday-Friday and/or include Saturdays, Sundays or public holidays for an ongoing or fixed period.

470. Shift workers will receive the following shift work allowances:

Rostered time of work	Penalty rate
Work performed on a shift, any part of which falls between 7:00pm and 7:00am.	15%
Work performed continuously for a period exceeding 4 weeks on a shift falling wholly between 7:00pm-7:00am	30%
Work performed on a Saturday	50%
Work performed on a Sunday	100%
Work performed on a public holiday	150%

Rates for working Saturdays, Sundays or Public Holidays

471. Penalty rates for shift work performed on a Saturday, Sunday or public holiday will be payable for any time worked after midnight on those days, including where the shift commenced the day before.

Capacity to Average Penalties

472. The Secretary and a majority of affected employees may agree that shift penalties be averaged over an agreed cycle.

473. An agreement on a level of average shift work allowance requires:

- a. the agreement of the majority of affected employees; and
- b. the change not disadvantaging employees.

474. Where the above requirements are met, the Secretary is authorised to implement an agreement made under this clause which will prevail over the shift work allowance provisions specified in clause 470, to the extent of any inconsistency, with effect from the date determined by the Secretary.

Crib Time

475. Where an employee working a shift pattern is required to be on standby during meal breaks they will be paid crib time of single time for the period they are required to be on standby.

Operation of Shifts

476. Managers will allocate shifts equitably among employees undertaking shiftwork, with shift rosters specifying the standard hours of work for each shift.

477. A shift worker can be moved from one shift team to another by agreement at any time or with seven days notice. If seven days notice has not been given, except where this is not possible due to the illness or unanticipated absence of another employee, overtime will apply as per the overtime provisions of this Agreement for work outside the employee's previously rostered hours of duty until the employee has received seven days notice of the shift change.

478. Shift workers can exchange shifts or rostered days off by mutual agreement and with the approval of the relevant manager provided that the arrangement does not give rise to an employee working overtime.

Consultation - Introduction of Shift Work and Changes to Rosters

479. Where a manager considers the introduction of shiftwork is necessary, or where they propose to make changes to roster arrangements (including the cessation of shift work), discussions will be held with the affected employees, and, where they so choose, their representatives.

Leave

480. Shift workers will accrue an additional half day of paid annual leave for each Sunday or public holiday worked, up to a maximum of five days for each calendar year.

481. If the employee is rostered off on a public holiday, they will if practicable, within one month of that public holiday, be granted a day's paid leave in lieu of that holiday. Where it is impractical to grant a day's leave in lieu, the employee will be paid one day's pay at ordinary time.

482. Where a shift worker takes annual leave, they will be paid shift penalty payments in respect of any duty which the shift worker would have performed had they not been on approved annual leave.

483. Where a shift worker takes a period of leave, other than annual leave, shift penalties are not payable for the period of the absence.

Introduction of 12 Hour Shifts

484. The Secretary and affected employees may consider the introduction of 12-hour shifts. Where this occurs, discussions will be held with affected employees, and where they so choose their representatives, to consider:

- a. suitable roster arrangements, including meal breaks and a forward rotation of shifts; and
- b. any trial and review processes considered appropriate.

485. Roster arrangements for 12 hour shifts will not involve more than three consecutive night shifts for any employee(s).

486. Twelve hours shifts may be implemented with the agreement of a majority of affected employees.

487. If twelve hour shifts are introduced, any hours worked as overtime will be paid at double time.

DEFINITIONS

Act	means the <i>Public Service Act 1999</i>
Agreement	means the DEEWR Collective Agreement 2009-2011
Agency	means a department as defined in the <i>Public Service Act 1999</i>
APS	means the Australian Public Service
AIRC	means the Australian Industrial Relations Commission or its replacement body
CA	means this Collective Agreement
Consultation	means the sharing of information and providing a genuine opportunity for employees and their representatives to put their views to the appropriate decision maker and for those views to be properly considered and responded to before a decision is made.
NCC	means the National Consultative Committee
DEEWR	means the Department of Education, Employment and Workplace Relations
Delegate	means a person to whom the Secretary of the Department of Education, Employment and Workplace Relations has Delegated a power or function under this Agreement
Department	means the Department of Education, Employment and Workplace Relations
Dependant	means the spouse of the employee; and/or a child or parent of the employee, or of the spouse of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee
Employee	means an employee of the Department of Education, Employment and Workplace Relations, whether ongoing, non-ongoing, full time or part time within the meaning of the <i>Public Service Act 1999</i>
Family	means a person who is related by blood or marriage, adoption, fostering or traditional kinship; or a person who stands in a demonstrated bona fide domestic relationship with the employee without discrimination as to sexual preference. Family includes a spouse (including a former spouse, a de facto partner or a former de facto partner), a child, or an adult child (including an adopted child, or a step child) a parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

ILS	means the Integrated Leadership system developed by the Australian Public Service Commission
Manager/Supervisor	means the person to whom an employee is responsible and who is authorised by the Secretary to exercise the powers and responsibilities of manager in relation to that employee
Partner	means a person who is a member of a couple, the other member of the couple
PS Act	means the <i>Public Service Act 1999</i>
People Group	means the Group Manager or relevant Branch Manager in the People Group of the department
SES	means a Senior Executive level employee as defined under the <i>Public Service Act 1999</i>
Section 24(3) determination	means the determination made on 13 March 2008 under the <i>Public Service Act 1999</i> by the Public Service Minister to determine the remuneration and other terms and conditions of employment to apply to APS employees (including DEEWR employees) in certain circumstances
Secretary	means the Agency Head of the Department of Education, Employment and Workplace Relations as defined under the <i>Public Service Act 1999</i>
Shift Worker	means an employee who is rostered to work ordinary hours outside of the period 7.00am to 7.00pm Monday to Friday and /or Saturdays, Sundays or public holidays for an ongoing or fixed period.
Special Supported Wage System	means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in the 'Supported Wage System: Guidelines and Assessment Process'
WR Act	means the <i>Workplace Relations Act 1996</i>
Recognition of Travel Time	<p>means for APS 1–6 levels (and equivalent) employees, travel on official business undertaken between the 7 am and 7 pm bandwidth (Monday to Friday) may be recorded as flextime. The start and finish times of the 12 hour bandwidth may be adjusted in recognition of travel time with the delegate's approval (eg 5am – 5pm).</p> <p>Travel time is recorded (within the bandwidth) in the same manner as the travel request form is completed:</p> <p>a. for air travel to and from capital cities time recorded would normally be one hour before the flight departs and one hour after the flight arrives</p>

-
- | | |
|--|---|
| | <p>b. for air travel to and from country centres time recorded would normally one hour before departure and half an hour after the flight arrives, and</p> <p>c. all other travel would normally be recorded as actual departure and arrival times.</p> |
|--|---|

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This Agreement is made and approved under Section 328 of the *Workplace Relations Act 1996*.

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



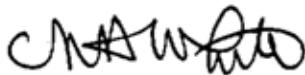
Lisa Paul
Secretary
Department of Education, Employment and Workplace Relations
for and on behalf of the Commonwealth of Australia

16 April 2009



Nadine Flood
Deputy Secretary
for and on behalf of the Community and Public Sector Union

16 April 2009



Michael White
Secretary, ACT Branch
for and on behalf of the Media, Entertainment and Arts Alliance

16 April 2009

