



*Social Security
Appeals Tribunal*

**SOCIAL SECURITY APPEALS TRIBUNAL
(SSAT)**

**WORKPLACE AGREEMENT
2009 – 2012**

TABLE OF CONTENTS

| | | |
|-----------|--|----|
| Section 1 | TECHNICAL MATTERS..... | 5 |
| 1.1 | Title..... | 5 |
| 1.2 | Objectives | 5 |
| 1.3 | Scope and Application..... | 5 |
| 1.4 | Relationship with Legislation | 5 |
| 1.5 | Duration..... | 6 |
| 1.6 | Flexible Remuneration and Conditions | 6 |
| 1.7 | Delegations | 6 |
| Section 2 | EMPLOYMENT..... | 8 |
| 2.1 | Types and Basis of Employment | 8 |
| 2.2 | Part-time Employment – General conditions..... | 8 |
| 2.3 | Employee Initiated Part-time Work..... | 8 |
| 2.4 | Part-time Work on Return from Maternity Leave | 9 |
| 2.5 | Tribunal Initiated Part-Time Work | 9 |
| 2.6 | Job Sharing | 9 |
| 2.7 | Supported Employment | 10 |
| 2.8 | Termination of Employment..... | 10 |
| 2.9 | Notice of Termination/Resignation of Employment..... | 10 |
| 2.10 | Review of Termination of Employment..... | 11 |
| Section 3 | REMUNERATION AND CLASSIFICATION STRUCTURES..... | 12 |
| 3.1 | Productivity Based Pay Increases | 12 |
| 3.2 | Junior Rates | 13 |
| 3.3 | Salary Packaging | 13 |
| 3.4 | Classification Structure..... | 13 |
| 3.5 | Salary Advancement..... | 13 |
| 3.6 | Salary Advancement – Special Conditions..... | 14 |
| 3.7 | Salary on Commencement or Promotion | 14 |
| 3.8 | Salary on Reduction..... | 14 |
| 3.9 | Temporary Performance Allowance (TPA)..... | 15 |
| 3.10 | Non-ongoing Employees Loading in Lieu of Leave..... | 15 |
| 3.11 | Superannuation | 15 |
| Section 4 | PERFORMANCE MANAGEMENT..... | 16 |
| 4.1 | Performance Management System | 16 |
| 4.2 | Mid Cycle Assessment | 16 |
| 4.3 | End of Cycle Assessment | 17 |
| 4.4 | Employees Receiving TPA..... | 17 |
| 4.5 | Ongoing Performance Feedback..... | 17 |
| 4.6 | Managing Under-Performance | 17 |
| Section 5 | TRAVEL..... | 20 |
| 5.1 | Allowance Rates | 20 |
| 5.2 | Class of Travel..... | 20 |
| 5.3 | Airline Lounge Club Membership | 20 |
| 5.4 | Accommodation Allowance | 20 |
| 5.5 | Meal Allowance..... | 21 |
| 5.6 | Incidental Allowance | 21 |
| 5.7 | Part Day Travelling Allowance | 22 |
| 5.8 | Review Travel Allowance | 22 |
| Section 6 | ALLOWANCES OTHER THAN TRAVEL | 23 |
| 6.1 | First Aid Officer’s Allowance | 23 |
| 6.2 | Fire Warden Allowance..... | 23 |
| 6.3 | Meal Allowance..... | 23 |
| 6.4 | Loss, Damage and Indemnity Allowance | 23 |
| 6.5 | Community Language Allowance | 23 |
| 6.6 | Motor Vehicle Allowance..... | 24 |
| 6.7 | Systems Super User Allowance..... | 24 |
| Section 7 | WORKING HOURS..... | 25 |
| 7.1 | Ordinary Hours of Work..... | 25 |

| | | |
|------------|--|----|
| 7.2 | Bandwidth..... | 25 |
| 7.3 | Flextime..... | 25 |
| 7.4 | Working Hours for Executive Level 1 and 2..... | 28 |
| 7.5 | Christmas and Easter Shutdowns..... | 28 |
| 7.6 | Overtime..... | 29 |
| 7.7 | Emergency Duty..... | 29 |
| 7.8 | Time in Lieu of Overtime..... | 29 |
| 7.9 | Provision of Taxi Cab Vouchers..... | 30 |
| 7.10 | Rest Relief After Overtime..... | 30 |
| 7.11 | Time Off for Long Business Travel..... | 30 |
| 7.12 | Service Delivery Hours..... | 30 |
| Section 8 | LEAVE..... | 32 |
| 8.1 | General Provisions..... | 32 |
| 8.2 | Portability of Leave..... | 32 |
| 8.3 | Recreation Leave..... | 32 |
| 8.4 | Purchased Leave..... | 33 |
| 8.5 | Personal Leave..... | 34 |
| 8.6 | Personal Leave - Special Conditions..... | 36 |
| 8.7 | War Service Sick Leave..... | 36 |
| 8.8 | Maternity Leave..... | 37 |
| 8.9 | Paid Parental Leave..... | 37 |
| 8.10 | Unpaid Parental Leave..... | 38 |
| 8.11 | Adoption Leave..... | 38 |
| 8.12 | Long Service Leave..... | 39 |
| 8.13 | Compassionate Leave..... | 39 |
| 8.14 | Miscellaneous Leave..... | 39 |
| 8.15 | Public Holidays..... | 40 |
| 8.16 | Unauthorised Absence..... | 41 |
| 8.17 | Family Responsibilities..... | 41 |
| Section 9 | STUDIES ASSISTANCE..... | 42 |
| 9.1 | General..... | 42 |
| Section 10 | REDEPLOYMENT, REDUCTION AND RETRENCHMENT..... | 43 |
| 10.1 | General..... | 43 |
| 10.2 | Excess Employees..... | 43 |
| 10.3 | Consultation Process..... | 43 |
| 10.4 | Voluntary Retrenchment..... | 44 |
| 10.5 | Period of Notice..... | 44 |
| 10.6 | Severance Payment..... | 44 |
| 10.7 | Rate of Payment – Severance Benefit..... | 46 |
| 10.8 | Compulsory Retrenchment..... | 46 |
| Section 11 | CONSULTATIVE MECHANISMS..... | 48 |
| 11.1 | Staff and Employee Representative/s Involvement in Consultative Processes..... | 48 |
| 11.2 | Guidelines..... | 48 |
| 11.3 | Consultation/Representation..... | 48 |
| 11.4 | Facilities for Employee Representative/s..... | 48 |
| 11.5 | Outsourcing..... | 49 |
| 11.6 | Machinery of Government Changes..... | 49 |
| 11.7 | National Consultative Forum..... | 49 |
| Section 12 | DISPUTE AVOIDANCE AND SETTLEMENT PROVISION..... | 50 |
| 12.1 | Resolution of Industrial Disputes..... | 50 |
| 12.2 | Dispute Resolution Process..... | 50 |
| 12.3 | Reference of Disputes to the AIRC..... | 50 |
| Section 13 | OTHER MATTERS..... | 52 |
| 13.1 | Employee Assistance Program..... | 52 |
| 13.2 | Encouragement of Healthy Lifestyles..... | 52 |
| 13.3 | Commitment to Environmental Management..... | 52 |
| 13.4 | Relocation Costs..... | 53 |
| 13.5 | Occupational Health and Safety..... | 54 |
| 13.6 | Long Term Home Based Work..... | 54 |
| 13.7 | Supporting Mature Age Workers..... | 54 |

INTERPRETATIONS 55
 13.8 General Interpretation 55
 13.9 Definitions 55

Attachment 1 SUPPORTED SALARY PAYMENTS 57

Attachment 2 PROPOSED SALARY INCREASES 60

FORMAL ACCEPTANCE OF AGREEMENT 61

Section 1 TECHNICAL MATTERS

1.1 Title

- 1.1.1 This Agreement will be known as the Social Security Appeals Tribunal (SSAT) Workplace Agreement 2009 - 2012.

1.2 Objectives

- 1.2.1 The objectives of this Agreement are to:
- (a) review and consolidate existing working arrangements;
 - (b) promote a national / Australia-wide approach to SSAT operations;
 - (c) support the implementation of the SSAT's Strategic Plan 2008-2011;
 - (d) further improve the effectiveness of performance management within the Tribunal;
 - (e) be an attractive employer in the labour market;
 - (f) deliver increases in salary that are competitive, affordable and linked to improvements in productivity and performance; and
 - (g) maintain employment arrangements that support an appropriate work/life balance.

1.3 Scope and Application

- 1.3.1 The Agreement is made under s328 of *the Workplace Relations Act 1996* and applies to and is binding on:
- (a) the Executive Director, SSAT;
 - (b) employees of the SSAT who are employed in classifications below the Senior Executive Service and under the Public Service Act 1999.
 - (c) the CPSU.
- 1.3.2 The Agreement does not apply to any employee who is party to an Australian Workplace Agreement.

1.4 Relationship with Legislation

- 1.4.1 It is acknowledged that employment is in accordance with the provisions of the following Acts (and regulations or instruments made under the Acts) amongst others:
- (a) *Workplace Relations Act 1996*;
 - (b) *Long Service Leave (Commonwealth Employees) Act 1976*;
 - (c) *Maternity Leave (Commonwealth Employees) Act 1973*;
 - (d) *Superannuation Act 1976*;
 - (e) *Superannuation Act 1990*;
 - (f) *the Superannuation Productivity Benefits Act 1988*;
 - (g) *the Superannuation Benefits (Supervisory Mechanisms) Act 1990*;

- (h) *the Public Employment (Consequential and Transitional) Amendment Act 1999;*
- (i) *the Occupational Health and Safety (Commonwealth Employment) Act 1991;*
- (j) *the Safety Rehabilitation and Compensation Act 1988;*
- (k) *Public Service Act 1999;*
- (l) *the Superannuation Act 2005; and*
- (m) *Human Rights and Equal Opportunity Commission Act 1986.*

1.5 Duration

- 1.5.1 This Agreement shall commence 7 days after approval by the Workplace Authority.
- 1.5.2 The nominal expiry date of this Agreement is 30 June 2012.
- 1.5.3 From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

1.6 Flexible Remuneration and Conditions

- 1.6.1 The National Manager may supplement the remuneration and/or other terms and conditions of employment of an individual employee.
- 1.6.2 Discussions on supplementation may be initiated by a manager or an employee. The employee may choose to have an employee representative involved in any supplementation discussions.
- 1.6.3 Details of any supplementation will be recorded in an Agreement between the National Manager and the employee/s (to be known as a Flexibility Agreement). The Flexibility Agreement is enforceable as if it is a term of this Agreement.
- 1.6.4 Any supplementation approved under 1.6.1 will not reduce the remuneration and conditions of employment within this Agreement.
- 1.6.5 Failure to reach agreement between SSAT and employee on entering into Flexibility Agreement is not subject to the Dispute Avoidance and Settlement provisions of this Agreement.
- 1.6.6 The Flexibility Agreement may be terminated by either party with 4 weeks notice.
- 1.6.7 The number of flexibility agreements in operations will be reported on a six monthly basis to the CPSU delegate.

1.7 Delegations

- 1.7.1 All of the powers and functions of the SSAT in this Agreement are vested with the National Manager.

1.7.2 The National Manager may, by instrument in writing, delegate or authorise to a person, any of the National Manager's powers or functions under this Agreement. The National Manager may issue instructions relating to the exercise of a delegated authority or function.

Section 2 EMPLOYMENT

2.1 Types and Basis of Employment

- 2.1.1 All employees covered by this Agreement are employed as either an:
- (a) ongoing employee; or
 - (b) non-ongoing employee who may be employed:
 - (c) as an irregular or intermittent employee; or
 - (d) for a specified term or a specified task.
- 2.1.2 Ongoing employees and non-ongoing employees engaged for a specified term or a specified task may be full-time or part-time.

2.2 Part-time Employment – General conditions

- 2.2.1 A part-time employee is one whose ordinary hours of work are less than 148 hour 20 minutes over a four week period.
- 2.2.2 Unless otherwise specified in this Agreement, remuneration and other conditions, including leave, will be calculated on a pro rata basis.
- 2.2.3 Allowances of a reimbursement nature will be the same for part-time and full-time employees.
- 2.2.4 All part-time employees will have a part-time work agreement specifying:
- (a) The employee's ordinary hours of work;
 - (b) The duration of the part-time work;
 - (c) The core hours to apply to the employee, where relevant;
 - (d) The standard day to apply to the employee;
 - (e) Any restrictions on the employee's working hours such as the days of the week the employee is able to work; and
 - (f) Any other specific arrangements that are needed to facilitate the part-time work.

2.3 Employee Initiated Part-time Work

- 2.3.1 The National Manager may agree to a full-time employee's request to convert to part-time employment for a specified period of time.
- 2.3.2 The commencement or continuation of part-time work will only occur where agreement is reached between the employee and the National Manager on the content of the part-time work agreement.
- 2.3.3 No full-time employee will be required to convert to part-time work.
- 2.3.4 The maximum duration of any part-time work agreement for employee initiated part-time work is six months except as provided for under clause 2.4.

- 2.3.5 On expiry of a part-time work agreement, the employee may either:
- (a) Request continuation of the part-time work for up to six months; or
 - (b) Revert to full-time employment.

2.4 Part-time Work on Return from Maternity Leave

- 2.4.1 An employee returning from a period of maternity leave is entitled to part-time work for a period of at least 24 months on her return to work. Requests for further periods of part time work may be reviewed and negotiated after the initial 24 months. Where the employee and the National Manager are unable to agree on the content of the part-time work agreement, the default arrangements shall be 15 hours per week. The pattern of attendance under the default arrangements will be five hours per day worked over three days.

2.5 Tribunal Initiated Part-Time Work

- 2.5.1 The National Manager may offer a person employment as a part-time employee.
- 2.5.2 Where the National Manager offers a person employment as a part-time employee, the offer will be conditional on the employee agreeing to a part-time work agreement as described in sub-clause 2.2.4.
- 2.5.3 An employee who has been engaged as a part-time employee may be offered conversion to full-time employment but has no automatic rights to convert to full-time employment.

2.6 Job Sharing

- 2.6.1 The National Manager may approve job sharing arrangements for two employees. This is where two part-time employees share a job that would normally be full-time.
- 2.6.2 Job sharing arrangements may only be approved for no more than six months at a time and only where operational requirements will not be adversely affected.
- 2.6.3 The working hours arrangements should include handover time where necessary.
- 2.6.4 Where one of the employees no longer wishes to participate in the job sharing arrangements, he or she must give at least four weeks notice. The job sharing arrangements will then cease at the earlier of:
- (a) A time agreed by the two employees and the National Manager; or
 - (b) The end of the notice provided by the employee.
- 2.6.5 The National Manager may cancel job sharing arrangements with at least four weeks notice where it is no longer viable or the arrangements are adversely affecting operational requirements.
- 2.6.6 On completion of the job sharing arrangements, either or both of the participating employees may request part-time work or return to full-time work.

2.7 Supported Employment

- 2.7.1 In an effort to promote the employment of people with a disability, provisions for supported employment apply within the SSAT.
- 2.7.2 Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension (DSP) may be employed under this Agreement and be paid a supported salary, appropriate to the classification in which they are employed, determined in accordance with the procedures and provisions included in Attachment 1.

2.8 Termination of Employment

- 2.8.1 Nothing in this Agreement prevents the National Manager from terminating the employment of an employee for serious misconduct, without notice or payment in lieu of notice, in accordance with s661 (1) (c) of the *Workplace Relations Act 1996*, subject to compliance with the procedures established by the National Manager for determining whether an employee has breached the Code of Conduct under s15 of the *Public Service Act 1999*.
- 2.8.2 Where an employee ceases employment with the APS, the employee will receive payment in lieu of unused recreation leave credits, including uncredited recreation leave entitlements to date of cessation. Payment will be based on the employee's final rate of salary including any allowances that would have continued to be payable during a period of recreation leave.
- 2.8.3 If an employee, on ceasing with the SSAT is able to choose to have accrued personal and annual leave recognised by a new employer on cessation then the SSAT will recognise this and therefore will not be entitled to payment in lieu of recreation leave credits.
- 2.8.4 The Tribunal may recover all or part of any debt owed to the Tribunal by an employee at termination of his or her employment out of monies otherwise payable to the employee and then pay the employee the balance remaining after recovery of the debt.
- 2.8.5 Where an employee dies, or the National Manager has directed that an employee will be presumed to have died on a particular date, the National Manager will authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment by resignation.
- 2.8.6 Payment of an amount authorised by the National Manager under sub-clause 2.8.5 shall be made to the executor of the former employee's estate, the administrator or the former employee's estate, the public trustee or such other person as the law requires in the jurisdiction pertaining to the former employee.

2.9 Notice of Termination/Resignation of Employment

- 2.9.1 The National Manager must provide an employee with no less than the notice periods provided for by this Agreement or the *Workplace Relations Act 1996*, whichever is applicable.
- 2.9.2 The National Manager may pay an employee in lieu of all or part of notice on termination of employment.

- 2.9.3 An employee is required to give the National Manager at least two weeks notice of an intention to resign their employment with the SSAT, unless the National Manager agrees to a shorter period.
- 2.9.4 If the required two weeks notice is not given or not worked the National Manager may withhold payment to the employee for the unworked notice period.

2.10 Review of Termination of Employment

- 2.10.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:
 - (a) Division 4 of Part 12 of the Workplace Relations Act 1996;
 - (b) other Commonwealth laws (including the Constitution); and
 - (c) at common law.

Section 3 REMUNERATION AND CLASSIFICATION STRUCTURES

3.1 Productivity Based Pay Increases

3.1.1 The parties to this Agreement are committed to the effective implementation of the following productivity initiatives during the life of this Agreement:

- Streamlining the Case Management System for all cases and implementing the changes.
- The adoption of the new under-performance procedures.
- Upgrade and user acceptance of the latest version of Objective.
- Implementation of the CS Task Cards for use by all Case Managers.
- Production and implementation of a Sustainability Report including implementation of an environmental management system.
- Implementation of a staff suggestion scheme with an aim to provide insight into the practical things that could make a difference.
- The implementation of a consistent Australia-wide approach to SSAT operations.
- The better use of technology and efficient use of communication technology.
- The review and update of all SSAT manual, policies and procedures.
- Significant progress towards the development of a replacement Case Management System within the first year of the Agreement.
- The successful implementation of a case management system replacing AMSWIN.
- A review and implementation of a new physical record-keeping system online with the Electronic Document and Records Management System (Objective).

3.1.2 The commitment of the parties to the Agreement to the productivity initiatives detailed in sub-clause 3.1.1 includes active participation in any consultation processes and responding promptly to any requirements to provide input to any of the initiatives.

3.1.3 In recognition of the commitment by employees to performance and productivity improvement, including the initiatives outlined in 3.1.1, salaries will be increased during the life of this Agreement as follows:

- 4.3% from the later of 01 July 2009 or the date of commencement of this Agreement .
- 4% from 01 July 2010.
- 4% from 01 July 2011.

3.1.4 The pay scales to apply throughout this Agreement are at Attachment 2.

3.2 Junior Rates

3.2.1 Employees who are younger than 21 years of age and who are employed in the equivalent of the APS 1 classification may be paid an annual salary calculated to the nearest dollar by applying the percentages specified below to the adult annual salary for the relevant classification as provided under this Agreement:

- | | | |
|-----|----------------|-----|
| (a) | Under 18 years | 60% |
| (b) | At 18 years | 70% |
| (c) | At 19 years | 81% |
| (d) | At 20 years | 91% |

3.3 Salary Packaging

3.3.1 The SSAT will offer salary packaging arrangements under this Agreement. However the parties to the Agreement recognise that there may be practical limits on the range of benefits the Tribunal is able to offer to employees.

3.3.2 Where the SSAT offers salary packaging arrangements, an employee may convert part of his or her salary to non-salary benefits that are defined in guidelines issued by the SSAT as varied from time to time.

3.3.3 Fringe benefits tax and any other costs attributable to salary packaging arrangements for an employee must be met by that employee.

3.3.4 Salary for superannuation, severance and termination purposes for an employee who has elected to convert part of his or her salary to non-salary benefits, shall be determined as if those arrangements did not exist.

3.4 Classification Structure

3.4.1 SSAT's (APS) eight level classification structure is specified in Attachment 2.

3.5 Salary Advancement

3.5.1 An employee will advance by one pay point each year where:

- (a) The employee is not already on the top pay point in his or her level;
- (b) The employee has been at his or her current pay point for at least six months as at 31 July in that year, this includes service in another APS agency at level; and
- (c) The employee is assessed as having either met or exceeded expectations during the previous 12 months under the Performance Management Scheme as specified in Section 4 of this Agreement.

3.5.2 The six month qualifying period in sub-clause 3.5.1 does not include unpaid leave not to count as service of more than 30 days during the previous 12 months.

- 3.5.3 Where an employee is temporarily working at a higher level, the six month qualifying period at the higher level must have occurred during the previous 12 months.
- 3.5.4 The date of effect for pay point advancement is 1 August each year.

3.6 Salary Advancement – Special Conditions

- 3.6.1 Where an employee is assessed as partially meeting or not meeting expectations as specified in clause 3.5.1(c) and the National Manager agrees that there have been circumstances beyond the employee's control that have contributed to that assessment, the employee will be provided with a further three months in which he or she can attain the requirements as stated in their performance agreement. Where the employee is successful in attaining the required levels of performance within those three months, he or she will receive the pay point advancement from the completion of the three month period.
- 3.6.2 Progression to the maximum salary of the EL2 level can only be achieved where the National Manager is satisfied that the work value of the position justifies the higher salary point and the National Manager considers that the employee has managerial and/or professional or technical skills to warrant movement to that level.

3.7 Salary on Commencement or Promotion

- 3.7.1 Where an employee commences in the Tribunal, salary will be payable at the minimum point of the salary range applicable to the classification of the job, unless the National Manager authorises payment of salary above that point having regard to the experience, qualifications or skills of the employee.
- 3.7.2 Without limiting the provisions of sub-clause 3.7.1, where an employee who commences in the Tribunal was employed in the APS immediately prior to commencing in the Tribunal at the same or equivalent classification level, the National Manager shall approve payment of salary at:
 - (a) the pay point equal to or immediately above the employee's salary before commencing with the Tribunal; or
 - (b) the maximum pay point for that level,
 - (c) whichever is the least.
- 3.7.3 Where, at the time of commencement or promotion, an employee's salary is set at an incorrect salary point within the applicable salary scale, the National Manager may determine [in writing] the payment of the employee's salary at the correct salary point with effect from the time of the commencement or promotion.

3.8 Salary on Reduction

- 3.8.1 Where an employee voluntarily requests re-assignment of duties to a classification level that is lower than his or her permanent level, either on a permanent or temporary basis, the employee's salary will be at the maximum salary point in the lower classification.

3.9 Temporary Performance Allowance (TPA)

- 3.9.1 TPA is an allowance to remunerate employees in recognition of work temporarily performed at a higher work level.
- 3.9.2 TPA will be paid where the National Manager considers a job needs to be filled on a temporary basis and there is a substantive change in what is expected of an employee.
- 3.9.3 Temporary performance arrangements may be put in place to cover vacancies occurring through lengthy or unforeseen leave arrangements; pending permanent filling of vacancies; and for special projects, including when a position is not specifically available.
- 3.9.4 The minimum period for temporary performance is one week unless the National Manager considers there are exceptional circumstances such as where it is essential for operational requirements.
- 3.9.5 Where an employee is undertaking higher level work for a continuous period of more than three months or is expected to be undertaking higher level work for more than six months over a 12 month period, his or her performance agreement must be amended to include expectations related to the higher level work.
- 3.9.6 For each instance of TPA, the employee will be paid at the pay point he or she was last paid at that level unless the employee has not been paid at that level for a period of 12 months or more in which case, the employee will be paid at the first pay point for that level.
- 3.9.7 TPA will continue through periods of paid leave to the extent that the temporary performance would have continued but for the leave.

3.10 Non-ongoing Employees Loading in Lieu of Leave

- 3.10.1 Non-ongoing employees who are engaged on an irregular or intermittent basis will receive a 20 per cent loading on their salary in lieu of access to all forms of paid leave (other than Long Service Leave) and payment for public holidays on which the employee is not required to work.

3.11 Superannuation

- 3.11.1 The Tribunal will make superannuation contributions in accordance with relevant legislative requirements.
- 3.11.2 Employees engaged by the SSAT who are not already contributing members of the CSS or PSS defined benefit schemes will be able to choose their own superannuation fund as long as the fund allows contributions to be transferred by electronic funds transfer.
- 3.11.3 Where an employee chooses a fund other than the PSS Accumulation Fund, the Tribunal will make contributions to that fund that are the same as would be required if the employee was covered by the PSS Accumulation Fund.

Section 4 PERFORMANCE MANAGEMENT

4.1 Performance Management System

- 4.1.1 All ongoing employees must develop a performance agreement with their supervisor.
- 4.1.2 Non-ongoing employees who are engaged or expected to be engaged for at least six months must also develop a performance agreement with their supervisor.
- 4.1.3 The ratings required for pay point advancement are “met expectations” and “exceeded expectations”.
- 4.1.4 Performance agreements must include:
 - (a) the employee’s major job responsibilities;
 - (b) appropriate qualitative and quantitative performance indicators;
 - (c) an individual learning and development plan; and
- 4.1.5 The content of Performance Agreements must also be consistent with:
 - (a) the promotion of an Australia-wide approach to SSAT operations; and
 - (b) the principles of Workplace Diversity particularly for employees in Equal Employment Opportunity target groups.
- 4.1.6 The performance management system has a common cycle of 1 August to 31 July for all employees, with pay point advancement on 1 August each year.
- 4.1.7 Most performance agreements will relate to a 12 month period commencing on 1 August each year. This will vary when employees are engaged, promoted or acting at a higher level during the 12 month period from 1 August. In all cases, those employees specified in 4.1.1 and 4.1.2 must have an agreement that is subject to a mid and end of cycle review as explained in 4.2 and 4.3 below.
- 4.1.8 Where an employee is promoted to a higher level, he or she and his or her supervisor must develop a new performance agreement for the higher level.
- 4.1.9 Where an employee is, or is expected to be, temporarily working at a higher level for more than three months continuously or more than six months over a 12 month period, his or her performance agreement must be amended to take into account the higher level work.
- 4.1.10 Where an employee and his or her supervisor are unable to reach agreement on the content of the employee’s performance agreement, the areas of dispute are to be referred to the next highest line manager who will determine the content of the agreement taking into account the views of the employee and his or her supervisor.

4.2 Mid Cycle Assessment

- 4.2.1 Supervisors must conduct a mid cycle assessment after six months of the assessment period has passed.
- 4.2.2 The mid cycle assessment should be completed within four weeks wherever possible.

- 4.2.3 The purposes of the mid cycle assessment are to determine:
- (a) whether the employee is on track to achieve required levels of performance and if not, whether there are any actions that should be taken to assist him or her to achieve those levels; and
 - (b) any changes to the performance agreement that may be necessary.

4.3 End of Cycle Assessment

- 4.3.1 Supervisors must conduct an end of cycle assessment on completion of the assessment period.
- 4.3.2 The end of cycle assessment should be completed within four weeks wherever possible.
- 4.3.3 Supervisors are to assess employees as either:
- (a) exceeded expectations;
 - (b) met expectations;
 - (c) partially met expectations; or
 - (d) did not meet expectations.
- 4.3.4 Where the employee is assessed as partially met or did not meet expectations, the employee's supervisor should consider whether an under performance process should be commenced.
- 4.3.5 Where an employee is dissatisfied with the outcomes under 4.3.3 the employee may access the Review of Action provisions of the Public Service Act 1999.

4.4 Employees Receiving TPA

- 4.4.1 Where an employee receiving TPA becomes eligible for pay point advancement and he or she has not been assessed at the higher level, his or her supervisor should assess the employee's performance at the higher level as soon as possible.

4.5 Ongoing Performance Feedback

- 4.5.1 Supervisors should provide employees with ongoing feedback on their performance, including positive and constructive feedback, and not wait for the mid cycle or end of cycle reviews.

4.6 Managing Under-Performance

- 4.6.1 Recognising that under-performance issues sometimes arise in the Tribunal, in fairness to all employees, when they do arise these issues will be addressed promptly and fairly.
- 4.6.2 Feedback will be the initial and primary channel for discussing these issues. More specifically, where under-performance issues arise, the relevant manager and employee will promptly and jointly develop and implement strategies to address the under-performance.

- 4.6.3 Where a manager becomes aware that an employee is under-performing the manager will discuss with the employee steps that can be taken to assist the employee to fully meet expectations.
- 4.6.4 In circumstances where, despite genuine attempts to improve performance through feedback and other measures, performance consistently falls below the expected standard the following procedure will be initiated.
- 4.6.5 The following procedures do not apply to non-ongoing employees or ongoing employees who are on probation.
- 4.6.6 The under-performance process is aimed at recovery of the employee's performance such that he or she is able to continue in employment in the Tribunal at the same classification level within a reasonable period of time as indicated below.
- 4.6.7 The employee is to be advised in writing that he or she is not meeting required standards and that an under-performance process is to commence.
- 4.6.8 The process will be initiated by a meeting between the employee and his or her supervisor to:
- (a) advise the employee of the areas in which he or she is not meeting the required standards of work and the standards that are required;
 - (b) develop a performance improvement plan, including any development and learning options that may assist the employee to meet the required standards;
 - (c) advise the employee that her or his work will be assessed against the performance improvement plan over a 3 month period; and
 - (d) discuss any other matters that are relevant to the under-performance process.
- 4.6.9 The employee's supervisor will assess the employee's work throughout the under-performance process unless the employee considers, and the National Manager agrees, that the employee may not be fairly assessed by the supervisor, in which case another person will be appointed by the National Manager to assess the employee's work.
- 4.6.10 Throughout the under-performance process, the employee is entitled to:
- (a) copies of any relevant documentation;
 - (b) an opportunity to provide comments on any relevant documentation; and
 - (c) to be accompanied, where they choose, by another person at any meetings or discussions associated with the under-performance process.
- 4.6.11 Following the completion of an under-performance process, the National Manager may:
- (a) take no further action as the employee has met the required standards;
 - (b) extend the assessment period by a maximum of four weeks;

- (c) reduce the employee's classification level;
- (d) reduce the employee's pay point within a classification level to the lowest pay point ;
- (e) redeploy the employee at the same level; or
- (f) terminate the employee's employment.

4.6.12 Where termination of employment, pay level reduction or reassignment of duties action is the considered response, the National Manager will advise the employee in writing of the decision.

4.6.13 The employee has seven days in which to respond and show that the proposed action is unreasonable in that they met the required standard or that there was a serious defect in the application of the formal procedures outlined above.

4.6.14 The National Manager having taken into account the assessor's findings and the employee's response, will advise the employee in writing of his or her decision and the action to be taken.

4.6.15 Where:

- (a) an employee attained the necessary standard within an assessment process in accordance with the above paragraphs and that process has been completed; and
- (b) their performance (at the same classification level) again falls below the required standard within the next six months,

their performance will be formally reassessed as per their previously agreed performance improvement plan (with any necessary modifications) for a relevant period.

4.6.16 The relevant period will be eight weeks for any relapse.

4.6.17 At the conclusion of a subsequent assessment period the manager should have regard to previous recovery action undertaken when making a decision as to the appropriate action.

Section 5 TRAVEL

5.1 Allowance Rates

- 5.1.1 The allowance rates in this Section will be reviewed by the National Manager after June in each year taking account of rates paid by other APS agencies and will be specified in guidelines.

5.2 Class of Travel

- 5.2.1 Staff who are required to travel on official Tribunal business where the total flight time is three hours or longer, are entitled to travel Business Class.
- 5.2.2 The following table provides examples of trips for which employees may travel Business Class.

| Departure Point | Destination | Total hours spent in air |
|-----------------|--------------------------|--------------------------|
| Melbourne | Perth (direct) | 4 hours |
| Melbourne | Darwin (direct) | 5 hours |
| Hobart | Perth (via Melbourne) | 5 hours |
| Hobart | Darwin (via Sydney) | 6 hours |
| Hobart | Brisbane (via Melbourne) | 4 hours 30 minutes |
| Brisbane | Perth (direct) | 5 hours 20 minutes |
| Brisbane | Darwin (direct) | 4 hours 10 minutes |
| Brisbane | Hobart (via Melbourne) | 4 hours 30 minutes |
| Sydney | Darwin (direct) | 4 hours 30 minutes |
| Sydney | Perth (direct) | 5 hours |
| Perth | Hobart (via Melbourne) | 5 hours |
| Perth | Darwin (via Adelaide) | 6 hours 25 minutes |
| Perth | Brisbane (direct) | 5 hours 20 minutes |
| Perth | Melbourne (direct) | 4 hours |
| Perth | Sydney (direct) | 5 hours |
| Darwin | Perth (via Adelaide) | 6 hours 25 minutes |
| Darwin | Hobart (via Sydney) | 6 hours |
| Darwin | Melbourne (direct) | 5 hours |
| Darwin | Sydney (direct) | 4 hours 30 minutes |
| Darwin | Brisbane (direct) | 4 hours 10 minutes |

5.3 Airline Lounge Club Membership

- 5.3.1 The National Manager may agree to payment of Airline lounge club membership to employees who are likely to be travelling regularly by air on official business. For these purposes, travelling regularly means at least four domestic trips annually or a single International trip annually.

5.4 Accommodation Allowance

- 5.4.1 An employee who is required to be absent overnight from his or her usual place of work on official business within Australia is entitled to:
- (a) Payment of the cost of hotel/motel accommodation through an SSAT corporate credit card ; or

- (b) payment of an allowance as set out in this Section.
- 5.4.2 Where a corporate credit card is used, the employee is liable for payment of non-accommodation costs such as telephone and mini bar.
- 5.4.3 Corporate credit cards may only be used for official travel accommodation purposes only. Personnel issued with an accommodation/travel card must not use the card for private purposes.
- 5.4.4 The maximum payment for accommodation that may be paid with a corporate credit card will be specified in guidelines.
- 5.4.5 Notwithstanding sub-clause 5.4.4, the National Manager may agree to a higher amount where the employee is not able to obtain accommodation of an appropriate standard within the maximum payment as set out in sub-clause 5.4.4. For these purposes, an appropriate standard is NRMA 3 star standard.
- 5.4.6 Where an employee is absent overnight and does not incur any accommodation costs, he or she will be paid a non-acquittable allowance of \$50.00. The National Manager may approve an increase if special circumstances apply.

5.5 Meal Allowance

- 5.5.1 An employee who undertakes overnight travel on official business away from their usual place of work is entitled to receive a non-acquittable meal allowance with amounts specified in guidelines.
- 5.5.2 Meal allowances are paid in accordance with the following:
 - (a) Breakfast is paid where the employee has left home before 7:00 am or returns home after 7.00 am;
 - (b) Lunch is paid where the employee has left home before 1:00 pm or returns home after 1.00 pm; and
 - (c) Dinner is paid where the employee has left home before 7:00 pm or returns home after 7.00 pm.
- 5.5.3 For the purposes of calculating meal allowance that is payable, where an employee is travelling by air, rail or bus, he or she is deemed to have left home one hour before the scheduled departure time of transport and return home one hour after the actual arrival of the transport on the return trip.

5.6 Incidental Allowance

- 5.6.1 An employee who undertakes overnight travel on official business away from their usual place of work is entitled to receive an incidental allowance as specified in guidelines.
- 5.6.2 One incidental allowance is paid for each 24 hour period spent away from home.
- 5.6.3 For the purposes of calculating incidental allowance that is payable, where an employee is travelling by air, rail or bus, he or she is deemed to have left home one hour before the scheduled departure time of transport and return home one hour after the actual arrival of the transport on the return trip.

5.7 Part Day Travelling Allowance

5.7.1 Part day travelling allowance is not payable under this Agreement.

5.8 Review Travel Allowance

- 5.8.1 Review travel allowance provisions apply where an employee is required by the Tribunal to temporarily reside in a locality away from home for a period in excess of 21 calendar days.
- 5.8.2 These review travel allowance provisions are in place of accommodation, meals and incidentals allowances for any period in excess of 21 calendar days in the same locality.
- 5.8.3 For the purpose of determining whether 21 calendar days have elapsed, short returns home or trips to other locations do not break the continuity of the period.
- 5.8.4 The review travel allowance payable to an employee will be based on reasonable costs for accommodation, meals and incidentals as determined by the National Manager.

Section 6 ALLOWANCES OTHER THAN TRAVEL

6.1 First Aid Officer's Allowance

- 6.1.1 Where an employee possesses a current First Aid Certificate and is appointed by the National Manager as a First Aid Officer for the Tribunal, he or she will receive a First Aid Allowance.
- 6.1.2 The First Aid Allowance will be:
- (a) from the first full pay period on or after commencement of this Agreement - \$19.33 per fortnight;
 - (b) from the first full pay period on or after 1 July 2010 - \$20.10 per fortnight;
 - (c) from the first full pay period on or after 1 July 2011 - \$20.90 per fortnight.

6.2 Fire Warden Allowance

- 6.2.1 Where an employee has been assigned the incidental responsibilities of a building, floor or fire warden by the National Manager, he or she will be paid the following allowance:
- (a) from the first full pay period on or after commencement of this Agreement - \$ 11.87 per fortnight;
 - (b) from the first full pay period on or after 1 July 2010 - \$ 12.34 per fortnight;
 - (c) from the first full pay period on or after 1 July 2011 - \$12.84 per fortnight.

6.3 Meal Allowance

- 6.3.1 Where an employee is required to work overtime after the end of ordinary duty for the day, to the completion of or beyond a meal period, without a break for a meal, that employee will be paid a meal allowance of \$23.60. This allowance will be reviewed by the National Manager every 12 months and will be specified in guidelines.
- 6.3.2 For this purpose meal periods are 7.00am to 9.00am; 12noon to 2.00pm; 6.00pm to 7.00pm; and midnight to 1.00am.

6.4 Loss, Damage and Indemnity Allowance

- 6.4.1 The National Manager may reimburse an employee for loss or damage to clothing or personal effects that occurred in the course of his or her work.

6.5 Community Language Allowance

- 6.5.1 An employee will be paid a Community Language Allowance where the National Manager determines that the employee has an appropriate level of non-English language competence and there is a continuing need to utilise those language skills for communication with clients or other employees in

languages other than English or utilising deaf communication skills. The amount of the allowance and competency standards that will be applied will be specified in guidelines.

6.6 Motor Vehicle Allowance

6.6.1 The National Manager may approve an employee's request to use a private vehicle at his or her own expense for work related travel. Where the National Manager so approves, the employee will be paid the lesser of:

- (a) The transport costs which would otherwise have been paid by the Tribunal, including any discounted fares that would have been available; or
- (b) Motor vehicle allowance, calculated in accordance with rates specified by the Australian Taxation Office using the cents per kilometre method.

6.6.2 Where the National Manager requires an employee to use a private motor vehicle at his or her own expense for work related travel, the employee will be paid a motor vehicle allowance, calculated in accordance with rates specified by the Australian Taxation Office using the cents per kilometre method.

6.7 Systems Super User Allowance

6.7.1 The Systems Super User role is a temporary appointment additional to a full-time position for SSAT staff at the APS 1-4 position. One individual can be selected from each of the five main State Offices in an annual exercise to perform in addition to normal duties, SSAT systems related duties like develop and maintain advanced SSAT system user skills, undertake training of new staff in SSAT systems or provide first line user assistance in SSAT systems. Details of this role will be specified in policy and HR documentation.

6.7.2 A SSAT system is defined as a Tribunal wide computer based system procured or developed by the SSAT. Basic systems such as the Windows Operating System, Office suite and Assistive Technology are not considered "SSAT system" for the purpose of this role.

6.7.3 Staff who are selected to perform the duties of this role will be paid at the next highest increment for the duration of their appointment. Those not at the top of the range, will be paid at the next increment level of their nominal level. An individual at the top of the range of their APS level will be paid at the first salary point of the next APS level. The maximum level is the base salary of an APS5 and this will apply to those at the top of the range of an APS4.

Section 7 WORKING HOURS

7.1 Ordinary Hours of Work

- 7.1.1 The ordinary hours of work for a full-time employee are 148 hours 20 minutes over a four week period.
- 7.1.2 The ordinary hours of work for a part-time employee are as specified in the employee's part-time work agreement.
- 7.1.3 Employees engaged on an irregular or intermittent basis ordinary hours of work will be specified in the employees employment contract.

7.2 Bandwidth

- 7.2.1 The bandwidth for ordinary hours of work is 7.00 a.m. to 7.00 p.m. Monday to Friday.
- 7.2.2 A settlement period is a four week period commencing on a Monday and ending on a Friday. The settlement period provides the basis under the flextime system for reconciling an employee's actual working hours with his or her ordinary hours of duty.

7.3 Flextime

- 7.3.1 Flextime is a system that enables employees to vary their working hours subject to the provisions of this Agreement.
- 7.3.2 Employees and the relevant manager are required to work cooperatively together to determine attendance arrangements that provide an appropriate balance between operational requirements and personal needs.
- 7.3.3 Flextime is available to all employees in APS Levels 1 to 6, other than irregular or intermittent employees, unless the National Manager removes an employee from the flextime system for a period of time for disciplinary reasons.
- 7.3.4 The following are standard terms and concepts used in the flextime system:
 - (a) *Core hours* are the times during the day during which employees working under the flextime system must be at work unless on a form of approved leave;
 - i. for full-time employees, core hours are 10.00 a.m. to 12.00 midday and 2.00 p.m. to 4.00 p.m.;
 - ii. for part-time employees, core hours are as specified in their part-time work agreement.
 - (b) *Excess flex credit* is the amount of flex credits above the maximum flex credits held by an employee at the end of a settlement period.
 - (c) *Excess flex debit* is the amount of flex debits above the maximum flex debits held by an employee at the end of a settlement period.
 - (d) *Flex credit* is a tally of hours an employee has worked under the flextime system that are in excess of his or her ordinary hours of work.

- (e) *Flex debit* is a tally of hours an employee has worked under the flextime system that are less than his or her ordinary hours of work.
- (f) Flex leave is an approved absence during core hours other than a form of paid leave specified in Section 8 of this Agreement.
- (g) Settlement period is a four week period commencing on a Monday and ending on a Friday that provides the basis for reconciling an employee's actual working hours with his or her ordinary hours of work.
- (h) Standard *day* is the basis for calculating deductions of leave credits and is the working day for employees who have been removed from the flextime system:
 - (i) For full-time employees, the standard day is 8.30 a.m. to 4.55 p.m., Monday to Friday, with a one hour lunch break as determined by an employee's supervisor between the hours of 12.00 midday and 2.00 p.m., but normally between 12.30 p.m. and 1.30 p.m.; and
 - (ii) For part-time employees, the standard day is as specified in their part-time work agreement.

7.3.5 Employees and the relevant manager may negotiate flexible working hours, subject to the following:

- (a) Where operational requirements allow, an employee and relevant manager may agree to working hours outside the core hours defined above. Where such an agreement is reached, the agreed ordinary working hours (consistent with 7.1) which may include hours outside the bandwidth will be considered as ordinary duty, and will not attract overtime.
- (b) For operational reasons, an employee's supervisor may require an employee to:
 - (i) start work no later than a specific time within the standard day;
 - (ii) work up until at least the end of the standard day; or
 - (iii) have a lunch break at a specific time within the period 12.00 midday to 2.00 p.m.
- (c) An employee's supervisor may require the employee to not work hours that are outside the standard day where the supervisor does not consider there is sufficient priority work available;
- (d) An employee must not work more than 10 ordinary hours of work in a day;
- (e) An employee should not work for more than five hours without taking a meal break of at least 30 minutes; and
- (f) An employee should not work hours that will result in him or her exceeding the maximum flex debit at the end of the settlement period.

7.3.6 Where a manager considers that an employee is building flex credits without there being sufficient operational need, the manager may require the employee

to limit his or her daily working hours to a maximum number of hours between 7 hours 25 minutes and 10 hours.

- 7.3.7 Employees must correctly record their starting and finishing times using paper or electronic timesheets as determined by the National Manager.
- 7.3.8 Employees may take flex leave subject to the following:
- (a) Reasonable notice being provided to the employee's supervisor, particularly where there are operational implications; and
 - (b) Prior approval from the employees' supervisor is obtained.
- 7.3.9 The supervisor will consider the operational requirements of the office and the needs of employees when determining whether or not to approve flex leave.
- 7.3.10 It is the responsibility of employees, supervisors and managers to take positive steps to allow flex days to be taken.
- 7.3.11 The maximum flex credit is 22.5 hours for full-time employees and a pro rata amount for part time employees and may be carried over indefinitely.
- 7.3.12 Employees with more than the maximum flex credit at the commencement of this Agreement will have the following two full settlement periods in which to reduce their maximum flex credit to below the maximum.
- 7.3.13 Where an employee has more than the maximum flex credit at the end of the settlement period, the relevant manager will either authorise sufficient flex leave in the next settlement period to reduce the credit to below the maximum or pay the employee for the hours in excess of the maximum credit at their normal hourly rate of pay. In order to ensure that excess credits do not occur on an ongoing basis, this should be monitored at a local level. Where employees are paid out for excess credits the National Manager must be advised.
- 7.3.14 Where a work group is subject to a peak period of work, the National Manager may agree to increase the maximum flex credit for a period of up to six months. At the conclusion of that period, employees will have the following two settlement periods to reduce their flex credits to below the maximum.
- 7.3.15 The maximum flex debit is 15 hours and can be carried indefinitely. Any debit in excess of the maximum debit at the end of the settlement period will be cancelled using leave without pay or, in special circumstances, other appropriate leave.
- 7.3.16 Prior to cessation of employment with the SSAT, managers should provide opportunities to enable employees to balance any flex debits or credits. Employees should also take all reasonable steps to balance their flex credits or debits. Where any flex credits are outstanding at cessation of employment these will be paid to the employee at ordinary rates. Where any flex debits are outstanding at cessation of employment, these will be recovered as part of the final payment of monies to an employee.
- 7.3.17 Where an employee is found to have breached his or her obligations under the flextime system as described in this section, the National Manager may impose

disciplinary measures that could include requiring the employee to work the standard day for a nominated period.

- 7.3.18 Employees may request to be absent from work for the purpose of donating blood. Where this is approved, the employee will be considered to be on duty for all purposes for a reasonable time, as determined by the Manager of the employee, to attend and donate blood.

7.4 Working Hours for Executive Level 1 and 2

- 7.4.1 All full-time employees in the SSAT Executive Levels 1 and 2 are required to work at least an average of 148 hours 20 minutes per four weeks and are expected to work a reasonable number of additional hours where necessary to achieve required outcomes.
- 7.4.2 Part-time employees in the Executive Level 1 and 2 are required to work at least an average of the number of hours specified in their part-time work agreement and are expected to work a reasonable number of additional hours where necessary to achieve required outcomes.
- 7.4.3 Actual working hours for employees in the Executive Level 1 and 2, subject to sub-clauses 7.4.1 and 7.4.2, are a matter between the employee and his or her supervisor which may include absences during normal working hours in recognition of significant additional hours worked by the employee.
- 7.4.4 Notwithstanding clause 7.4.3, Executive Level 1 and 2 employees are entitled to one day off per month (not accumulative) without deduction of leave credits, subject to:
- (a) the employee having worked at least 7 hours 25 minutes more than the standard hours for that month; and
 - (b) the employee is still able to meet his or her work commitments.

7.5 Christmas and Easter Shutdowns

- 7.5.1 The Tribunal shall be closed on the working days between Christmas and New Year.
- 7.5.2 The Christmas and New Year shutdown during the life of this Agreement will be as follows:
- 2009/2010 - Friday 25 December to Friday 1 January 2010
 - 2010/2011 - Monday 27 December to Monday 3 January 2011
 - 2011/2012 - Monday 26 December to Monday 1 January 2012
- 7.5.3 Employees, other than employees receiving the 20 per cent loading in lieu of access to leave under clause 3.10, must take some form of paid or unpaid leave, which may be flex leave, during the working days between Christmas and New Year.
- 7.5.4 Christmas and New Year shutdown will include one additional day to be observed on the first working day after the Boxing Day Holiday. This day will be paid leave for all employees regardless of length of service and will not result in a debit from an employees leave accrual.

7.5.5 In exceptional cases, an employee may be directed to work during the Christmas Shutdown. Where this is the case, the employee will be considered to be on normal duty and will therefore not be required to take leave.

7.5.6 SSAT workplaces will be closed for business:

- (a) From 12.30pm on the last working day before the Christmas Day and New Years Day shutdown (7.5.2) Employees will be granted 3 hours 25 minutes paid leave without deduction from leave credits.
- (b) From 3.00pm on Easter Thursday and employees will be granted 1 hour 55 minutes paid leave without deduction from leave credits.

7.6 Overtime

7.6.1 Employees in the Executive Level 1 and 2 are not entitled to overtime.

7.6.2 Subject to sub-clause 7.6.1, overtime is payable with the approval of the Business Manager or Corporate Services Manager to meet SSAT goals determined in the Strategic Plan

7.6.3 The payment rate for overtime if working of overtime is approved by the Business Manager or Corporate Services Manager, is:

- (a) time and a half for the first 3 hours, Monday to Saturday;
- (b) double time for hours in excess of 3 hours, Monday to Saturday, and all overtime worked on Sunday;
- (c) double time and a half for all overtime worked on a public holiday.

7.6.4 An employee may, with reasonable cause, decline to work overtime. Reasonable cause may include circumstances where the working of the overtime would result in the employee working hours which are unreasonable having regard to the employee's personal circumstances including family responsibilities and the employee's health and safety.

7.7 Emergency Duty

7.7.1 Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty at the rate of double time.

7.7.2 The time for which payment will be made will include time necessarily spent in travelling to and from duty.

7.7.3 The minimum payment under this clause will be for two hours of work.

7.8 Time in Lieu of Overtime

7.8.1 An employee and the National Manager may agree to the employee taking time off in lieu of overtime.

7.8.2 Any time in lieu of overtime must be taken within four weeks of the overtime being worked. If the time in lieu is not taken within four weeks, the employee must be paid for the overtime.

7.9 Provision of Taxi Cab Vouchers

- 7.9.1 The National Manager may agree to pay taxi fare home for an employee who has worked overtime and the employee's normal means of travel home is not available or the available transport home at that time is not safe.

7.10 Rest Relief After Overtime

- 7.10.1 An employee is entitled to at least an eight hour break plus reasonable travel time between finishing overtime duty and next commencing duty.
- 7.10.2 Where for operational reasons, the National Manager requires an employee to commence work without at least an eight hour break plus reasonable travel time (travel time meaning travel directly between home and work), the employee will be paid for all work hours at double time until the required break has been taken.

7.11 Time Off for Long Business Travel

- 7.11.1 Where an employee is required to travel away from his or her normal place of work for the purposes of work, and travel commences or concludes outside the bandwidth, hours spent travelling can be claimed as time off on a one for one basis. Generally, the time off claim will match the claim for travel allowance in respect of the day of departure and day of return.
- 7.11.2 Time off is to be taken as soon as practicable following the conclusion of travel. It is for the purpose of ensuring the employee is adequately rested before recommencing duty and should not be used to accumulate additional flexitime or leave.
- 7.11.3 Employees are not entitled to overtime for any time spent travelling on Tribunal business, however overtime is payable for time spent at work.

7.12 Service Delivery Hours

- 7.12.1 State Offices and the National Office will be open for eight hours per day, Monday to Friday (with the exception of public holidays). This will normally be 8.30 a.m. to 4.30 p.m. but can be varied at the local level, as provided in this clause.
- 7.12.2 Where a majority of employees in a workplace agree, additional customer service beyond that provided in the first paragraph of this clause including on public holidays (other than Good Friday and Christmas Day) may be implemented after consultation with employees and, where they choose, their representative/s and provided:
- (a) any additional service will be provided on a voluntary basis and no employee is compelled to work the additional hours;
 - (b) work outside the bandwidth and on public holidays will be paid at the relevant overtime rate (including, where agreed, as leave in lieu of overtime);
 - (c) appropriate arrangements are in place to provide for the security and safety of employees;

- (d) there is a majority agreement with employees in the work unit about the range and delivery of services to be provided;
- (e) there is a demonstrated customer need; and
- (f) it is within the budget.

7.12.3 Executive Level 1 and 2 employees required to work on a public holiday because of a work unit opening will be compensated by being provided time off in lieu.

Section 8 LEAVE

8.1 General Provisions

- 8.1.1 Employees will retain all leave credits that were held immediately before the commencement of this Agreement.
- 8.1.2 All deductions of leave credits will be based on the standard day that applies to the employee.
- 8.1.3 Unless otherwise specified part-time employees' leave entitlements as described in this Section will be on a pro rata basis.
- 8.1.4 Where any public holiday to which an employee would otherwise be entitled occurs during a period of paid leave other than long service leave or purchased leave, the public holiday is not deducted from the employee's leave credits.
- 8.1.5 Employees absent from work on workers' compensation will accrue leave credits as normal for the first 45 weeks. After 45 weeks of workers' compensation, the employee will accrue leave credits based on actual hours worked.
- 8.1.6 Annual leave loading has been loaded into salary in a previous agreement and is not payable under this Agreement.

8.2 Portability of Leave

- 8.2.1 Employees engaged by the Tribunal directly from another APS agency, the ACT Public Service or from an agency staffed under the *Parliamentary Services Act 1999* will retain their accruable credits of recreation/annual leave and personal/sick leave accrued in their previous agency provided this does not have the effect of the employee accruing a type of leave twice for the same period of service. These credits will be converted to SSAT leave categories as required. Leave will only be recognised and transferred where there is no break in continuity of service.

8.3 Recreation Leave

- 8.3.1 Employees who are paid the 20 per cent loading provided for in clause 3.10 are not entitled to recreation leave.
- 8.3.2 The National Manager may approve a period of recreation leave where an employee has available credits. The timing of recreation leave shall, subject to operational requirements, be at a mutually agreeable time between an employee and the National Manager.
- 8.3.3 Approved recreation leave at half pay may be granted to an employee on the basis that one day of recreation leave is equivalent to two days of recreation leave at half pay.
- 8.3.4 Employees accrue paid recreation leave at the rate of 22 days (163 hours 10 minutes) of recreation leave per year of full-time work. Recreation leave accrues on a pro rata basis and is credited monthly. Recreation leave is cumulative.

- 8.3.5 For the purposes of sub-clause 8.3.4, unpaid leave that is not to count as service will reduce the accrual of recreation leave credits where more than 30 days (222hrs 29mins) of unpaid leave not to count as service has been taken by the employee during the previous 12 months.
- 8.3.6 All unauthorised absences will reduce the accrual of recreation leave credits based on the number of nominal hours worked during the preceding four week period.
- 8.3.7 Employees should aim to take recreation leave on a regular basis so that excess credits do not accrue.
- 8.3.8 Where an employee has more than 44 days of recreation leave credits the National Manager may direct the employee to take up to 11 days of recreation leave.
- 8.3.9 The National Manager may allow an employee to accrue more than 44 days of recreation leave credits where there are special circumstances.
- 8.3.10 An employee who has at least 44 days annual leave credits may elect to cash out up to 10 days of recreation leave at a rate of no less than the employee's basic periodic rate of pay at the time that the election is made, subject to:
 - (a) the employee providing the National Manager with a written request;
 - (b) the employee cashing out no more than 10 days of recreation leave in any 12 month period; and
 - (c) the employee taking at least 10 days recreation leave in association with the cashing out.
- 8.3.11 The National Manager may, for operational reasons, cancel a period of recreation leave that has previously been approved. The National Manager will not unreasonably cancel a period of leave. Where this cancellation results in travel and incidental costs to the employee that are not otherwise recoverable under any insurance or from any other source, the National Manager may approve the reimbursement of such costs.
- 8.3.12 Employees engaged by the Tribunal who have more than 44 days of recreation leave credits on commencement with the Tribunal, must reduce those credits to no more than 44 within 12 months of commencement with the Tribunal. At the end of the 12 month period, the provisions of sub-clause 8.3.8 will apply.

8.4 Purchased Leave

- 8.4.1 Purchased leave is only available to ongoing employees.
- 8.4.2 Purchased leave is where employees have periods of one to eight weeks of unpaid leave which is funded by salary deductions spread evenly over 26 pays. This allows employees to continue to receive pay during those periods of leave.
- 8.4.3 Salary deductions shall be calculated according to the following formula:

$$\frac{\text{Gross fortnightly salary} \times \text{number of weeks of purchased leave credits}}{52}$$
- 8.4.4 Employees may apply for up to eight weeks Purchased leave.

- 8.4.5 Purchased leave can only be taken in whole week blocks and must be used within 12 months of the commencement of salary deductions.
- 8.4.6 Purchased leave will count as service for all purposes.
- 8.4.7 Approval of purchased leave will be based on operational requirements.
- 8.4.8 Once a period of purchased leave has been approved, it cannot be rescinded by the National Manager unless exceptional circumstances exist.
- 8.4.9 Purchased leave and salary deductions will be based on the employee's average daily hours (that is, 7 hours 25 minutes for full-time employee).
- 8.4.10 Salary deductions will have regard to an employee's actual salary, including temporary performance allowance, first aid allowance, fire warden's allowance and community language allowance. If an employee's salary changes due to pay point advancement, promotion or reduction of classification level, deductions will increase or decrease accordingly.
- 8.4.11 Where an employee requests cancellation of the purchased leave arrangement before the leave has been taken due to exceptional circumstances, and this is agreed to by the National Manager, a refund of the salary deductions made will be paid as a lump sum as soon as possible and within the next two pay periods.
- 8.4.12 Where an employee ceases paid employment during the year in which the purchased leave has been approved, his or her final payment will be adjusted to take account of deductions not yet made or for deductions made where leave has already been taken.
- 8.4.13 Where an employee leaves the SSAT he or she may elect to have outstanding deductions treated as an overpayment of salary, or recorded as a debit against recreation or long service leave credits.
- 8.4.14 Purchased leave does not affect an employee's salary for superannuation purposes.

8.5 Personal Leave

- 8.5.1 Ongoing Tribunal employees will accrue four weeks (20 working days) of paid personal leave for each year of SSAT (APS) service, which is accumulated on a monthly basis for all employees and is expressed and deducted in hours and minutes.
- 8.5.2 All first year ongoing APS employees will be allocated four weeks of personal leave credits when they commence in the APS with the SSAT or credited with leave that is the difference between four weeks and what has been accrued if they have come from another agency (as per clause 8.2) within their first year of APS service. After one year service, these employees will move to monthly accruals as per clause 8.2.
- 8.5.3 The annual accrual, based on a full year of service, of personal leave for a full time employee is four weeks, which is credited to the employee in instalments calculated $1/12 * 4$ weeks on the first day of each month. A part time employee receives a pro-rata of the full time rate of accrual.

- 8.5.4 An employee's full time or part time status and the rate of their monthly credit of personal leave is determined in accordance with their specified hours in effect on the date of the credit of personal leave.
- 8.5.5 Non-ongoing employees will accrue personal leave credited on a monthly basis following 4 weeks service as per clause 8.5.3 and 8.5.4.
- 8.5.6 Non-ongoing employees who become ongoing employees during the first 12 months of continuous service and have had no prior APS service will have personal leave credits determined as if they commenced ongoing employment on the commencement of their non-ongoing employment.
- 8.5.7 Unauthorised absences defer the accrual of personal leave credits by one day for each day of unauthorised absence.
- 8.5.8 Personal leave may be granted by the National Manager in the following circumstances:
- (a) where the employee is unfit for duty due to illness or injury or attends a medical appointment;
 - (b) to provide care or support to a member of the employee's immediate family or household or a close friend who requires care or support because of:
 - i. a personal illness or injury of the family or household member;
 - ii. an unexpected emergency affecting the family or household member;
 - iii. personal requirements associated with birth or fostering; or
 - iv. other emergency reasons considered appropriate by the National Manager.
- 8.5.9 The National Manager may require proof of the circumstances before granting leave under clause 8.5.8.
- 8.5.10 An employee must notify his or her supervisor of the employee's absence and intention to take personal leave as soon as reasonably practicable.
- 8.5.11 Personal leave can be paid or unpaid. Employees may choose to take personal leave using accumulated leave credits or as unpaid leave.
- 8.5.12 Unused personal leave credits will accumulate from year to year without limit but will not be paid out on termination of employment.
- 8.5.13 Where an employee obtains workers' compensation benefits for a period during which he or she received paid personal leave, the employee shall repay the amount paid for that period and the Tribunal will re-credit that personal leave to the employee.
- 8.5.14 Personal leave for personal illness or injury may be granted by the National Manager with pay, subject to available credits, without production of a medical certificate for absences of no more than three consecutive days. If the number of days without a medical certificate exceeds five days in a sick leave year, then the National Manager may require a certificate for any further absences. The National Manager must inform the employee in advance in writing of any such requirement.

- 8.5.15 Employees may access their full entitlement to accrued personal leave.
- 8.5.16 The maximum continuous period of paid personal leave that an employee can take for caring purposes is 10 days.
- 8.5.17 An employee is entitled to two days unpaid carer's leave per occasion where an employee has exhausted their paid personal leave entitlements.
- 8.5.18 An employee who is ill or injured and unable to work for one or more days while on recreation leave or long service leave may apply for personal leave and, subject to approval by the National Manager, will have his or her recreation leave or long service leave credits for that period restored. To have personal leave approved under this sub-clause, the employee must provide a medical certificate as verification of the illness or injury.
- 8.5.19 The National Manager may require an employee to attend a medical examination where he or she considers it necessary.
- 8.5.20 The National Manager may approve short term home based work where an employee is required to care for an individual and is unable to attend work as a result. In these cases, the employee is considered to be on duty.
- 8.5.21 Where an employee fails to comply with his or her obligations as specified in this clause other than for reasons beyond the reasonable control of the employee, the absence may be regarded as unauthorised and without pay.

8.6 Personal Leave - Special Conditions

- 8.6.1 An employee who is terminated from the Australian Public Service on the grounds of invalidity, and is subsequently re-engaged as a result of action taken under Section 75 of the *Superannuation Act 1976*, is entitled to be credited with personal leave equivalent to the balance of sick, special or personal/carer's leave in credit at the time of termination.
- 8.6.2 An employee will not, without the employee's consent, be terminated on invalidity grounds before the employee's paid personal leave credit has expired
- 8.6.3 An employee will not be entitled to take personal leave while also entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.

8.7 War Service Sick Leave

- 8.7.1 Employees may be eligible for War Service Sick Leave while unfit for duty because of a war caused condition.
- 8.7.2 A war caused condition means an injury or disease of an employee that has been determined under the Veteran's Entitlements Act 1986 to be war caused or defence caused.
- 8.7.3 Employees who have served in the Australian Defence Forces in a war, conflict or peace keeping operation will receive 9 weeks paid special war service sick leave credits on engagement or on return from the war, conflict or peace keeping operation and a further 3 weeks war service sick leave credits on commencement and after each subsequent 12 months of continuous service.

- 8.7.4 Notwithstanding sub-clause 8.7.3, an employee who has already received the paid special war service sick leave credit from another APS agency will not be entitled to receive that credit on commencement with the Tribunal and he or she will receive the 3 weeks war service sick leave credits after each 12 months of continuous service commencing from the time he or she last received credits from his or her previous agency.
- 8.7.5 An employee who has previously been employed in the APS and had War Service Sick Leave credits available at the time he or she left the APS will be entitled to War Service Sick Leave credits equivalent to unused credits from their previous APS employment.
- 8.7.6 War Service Sick Leave credits, not including the special credits received on engagement, will accumulate from one year to the next up to a maximum of nine weeks.
- 8.7.7 Approval of War Service Sick Leave will be subject to available credits and the provision of a medical certificate stating the nature of the medical condition and a statement from the Department of Veterans' Affairs or its successor stating that the medical condition is a war caused condition.
- 8.7.8 Approved War Service Sick Leave will use the special War Service Sick Leave credits received on engagement before using any annual credits.
- 8.7.9 War Service Sick Leave counts as service for all purposes.
- 8.7.10 For the purposes of sub-clause 8.7.3, periods of unpaid leave not to count as service of more than 30 days during the period are not counted as service. Any period of unauthorised absence does not count as service for any purpose under this agreement..

8.8 Maternity Leave

- 8.8.1 Maternity leave will be in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* provisions.
- 8.8.2 Periods of maternity leave will not break an employee's continuity of service.
- 8.8.3 An employee who is entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* is entitled to an additional two weeks of paid leave which must be taken as leave and not cashed out.
- 8.8.4 An employee who is entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* may elect to take her period of paid maternity leave, including the additional two weeks provided for under sub-clause 8.8.3 at half pay. Where an employee elects to take her maternity leave at half pay under this clause, only the first 14 weeks shall count as service for any purpose.

8.9 Paid Parental Leave

- 8.9.1 Ongoing employees who are not entitled to maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* or to paid leave for adoption of a child under clauses 8.8 or 8.11 are entitled to two weeks of paid parental leave on the birth of a child.

8.9.2 Where an employee elects to take paid parental leave under this Section, he or she is not entitled to paid personal leave for the same reason.

8.9.3 Paid parental leave counts as service for all purposes.

8.10 Unpaid Parental Leave

8.10.1 Ongoing employees who are not entitled to maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* are entitled to up to 52 weeks of unpaid Parental Leave during a 66 week period commencing on the date of birth of their child.

8.10.2 Unpaid parental leave does not count as service for any purpose.

8.11 Adoption Leave

8.11.1 Ongoing employees and eligible casual employees who adopt a child who:

(a) is, or will be, under the age of five years as at the day of placement or the proposed day of placement; and

(b) has not, or will have not, previously lived continuously with the employee for a period of six months or more as at the day of placement or the proposed day of placement; and

(c) is not a child or step-child of the employee or the employee's spouse; and

(d) have at least 12 months continuous service with the APS at the date of placement of the child are entitled to paid adoption leave under this Section. Employees who have less than 12 months service are not able to access paid or unpaid adoption leave.

8.11.2 For the purposes of this clause, eligible casual employee has the meaning given to it by s.264 of the *Workplace Relations Act*.

8.11.3 Where an ongoing employee is eligible for adoption leave under clause 8.11.1, he or she is entitled to the following:

(a) up to two days unpaid leave to attend any interviews or examinations required to obtain approval;

(b) 14 weeks paid leave where the employee is the primary care giver;

(c) six weeks paid leave where the employee is not the primary care giver; and

(d) unpaid leave over a period of 66 weeks following the placement of the child such that the total period of paid and unpaid leave is no more than 52 weeks.

8.11.4 Where an eligible non-ongoing employee is eligible for adoption leave under clause 8.11.1, he or she is entitled to the following:

(a) up to two days unpaid leave to attend any interviews or examinations required to obtain approval; and

(b) up to 52 weeks of unpaid leave over a period of 66 weeks following the placement of the child.

8.11.5 Paid adoption leave counts as service for all purposes.

8.11.6 Unpaid adoption leave does not count as service for any purpose.

8.12 Long Service Leave

8.12.1 Long Service Leave will be in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.

8.12.2 The minimum period that an employee may be granted long service leave is seven calendar days subject to no increase in entitlements.

8.13 Compassionate Leave

8.13.1 Up to three days paid leave (minimum 2 days) per occasion for compassionate reasons:

- i. for the purpose of spending time with a person who is a member of the employee's immediate family or household and who is suffering from a personal illness or injury that poses a serious threat to his or her life; or
- ii. after the death of a member of the employee's immediate family or household or of a close friend.

8.14 Miscellaneous Leave

8.14.1 Miscellaneous leave is not intended to reduce access to leave.

8.14.2 The National Manager may on request of the employee grant miscellaneous leave to the employee.

8.14.3 Leave may be granted:

- (a) for the period requested or for another period;
- (b) with or without pay;
- (c) to count as service or to not count as service, if it is without pay; and
- (d) subject to conditions.

8.14.4 The National Manager will advise an employee of a decision to grant or refuse to grant leave.

8.14.5 Miscellaneous leave with pay will be granted by the National Manager in the following circumstances:

- (a) for jury service, subject to the employee paying the Tribunal any fees paid for the jury service less any reasonable costs incurred by the employee and that are associated with the jury service;
- (b) for defence reserve requirements as set out in Tribunal policies; and
- (c) for volunteer fire fighters and/or State Emergency Service members to undertake duties in emergency situations. There is no maximum limit on this leave if it is taken in conjunction with a local emergency in their community.

- 8.14.6 Paid miscellaneous leave may be approved by the National Manager for other reasons, including participation in major multi-disciplined international sporting events.
- 8.14.7 In considering the request for paid miscellaneous leave, the National Manager will take account of:
- (a) whether options outside work time are available;
 - (b) normal community obligations of the SSAT and the employee; and
 - (c) the employee's circumstances, particularly in relation to bereavement.
- 8.14.8 Volunteer fire fighters and emergency service volunteers who are asked to attend emergencies interstate or in regional areas may be given paid leave to do so but need to discuss with their supervisor timing issues and the duration of the proposed leave. Extended paid leave for emergency service duties interstate or in regional areas will not automatically be approved.
- 8.14.9 The National Manager may require documentation to support claims for leave for such emergencies.
- 8.14.10 Miscellaneous leave without pay may also be granted by the National Manager in, but not limited to, the following circumstances:
- (a) full-time study commitments;
 - (b) to care for members of their family or household who are ill or injured and for whom the employee has caring responsibility;
 - (c) non APS employment or work in the interests of the Commonwealth; and
 - (d) for other purposes.
- 8.14.11 The leave can count as service for some or all purposes or not count as service.
- 8.14.12 In considering the request for unpaid miscellaneous leave and whether it is to count as service, the National Manager will take account of:
- (a) whether options outside of work time are available;
 - (b) the employee's circumstances; and
 - (c) whether the leave to be taken is in the interests of the Commonwealth.
- 8.14.13 An employee who is medically unfit for duty for one day or longer while on miscellaneous leave may apply for personal leave. Where satisfactory medical evidence is supplied, personal leave may be approved.

8.15 Public Holidays

- 8.15.1 Employees in each state will observe the public holidays prescribed under the law of a State or Territory in their state each year without loss of pay:
- 8.15.2 Where:
- (a) New Year's Day or Australia Day fall on a Saturday or Sunday, the following Monday will be observed by employees as a public holiday;

- (b) Christmas Day falls on a Saturday or Sunday, 27 December will be observed by employees as a public holiday; and
- (c) Boxing Day falls on a Saturday or Sunday, 28 December will be observed by employees as a public holiday.

8.15.3 Where the National Manager and an employee agree, another day may be substituted for any holiday prescribed above, for reasons such as religious or ceremonial purposes. However, where an employee cannot work on a day for which a substituted holiday has been granted, the affected employee will work make-up time at times to be agreed, without entitlement to overtime payment.

8.16 Unauthorised Absence

8.16.1 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement e.g. flextime, will cease to be available until the employee resumes duty or is granted leave. Where flextime no longer applies, employees will revert to the standard day.

8.17 Family Responsibilities

8.17.1 The SSAT will subsidise school holiday care for employees who, for SSAT operational reasons, are unable to take leave during scheduled school holidays. The subsidy will be \$20 per day towards the cost of each school child enrolled in an accredited program, up to a maximum payment of \$200 per employee per week.

Section 9 STUDIES ASSISTANCE

9.1 General

- 9.1.1 The provisions of this Section do not apply to non-ongoing employees or ongoing probationary employees.
- 9.1.2 Financial assistance specified in this Section will be reviewed by the National Manager at the beginning of each academic year and where considered appropriate will be increased to reflect increases in fees.
- 9.1.3 The SSAT Studies Assistance scheme has three-tiers of entitlement based on the relevance of the course of study to the employee's current role, or their potential career path within the SSAT or the Australian Public Service. Approval of studies assistance is discretionary and is based on operational requirements. Detailed information about the SSAT Studies Assistance scheme is available from the SSAT guidelines.
- 9.1.4 Tier one approval includes the reimbursement of fees up to the equivalent of the cost of part time study towards an undergraduate law degree at Melbourne University and a maximum of eight hours study leave per week, which can be accrued over the semester.
- 9.1.5 Tier two approval includes the reimbursement of fees up to the equivalent of the cost of part time study towards an undergraduate law degree at Melbourne University and a maximum of five hours study leave per week, which can be accrued over the semester.
- 9.1.6 Tier three approval does not include any reimbursement of fees but does include a maximum of three hours study leave per week, which can be accrued over the semester.

Section 10 REDEPLOYMENT, REDUCTION AND RETRENCHMENT

10.1 General

- 10.1.1 The SSAT will take all reasonable practicable steps to avoid the use of compulsory redundancy or redeployment. The Tribunal will consider redeployment within the organisation, although the parties to the Agreement recognise that, due to its size, the Tribunal will be limited in its capacity to redeploy potentially excess employees.
- 10.1.2 Employees subject to these provisions, will be kept informed of, and provided with, all information pertaining to their potential redeployment or retrenchment.
- 10.1.3 The Tribunal will refer excess employees to a relevant service provider to assist employees to explore other options for redeployment.
- 10.1.4 The provisions of this Section only apply to ongoing employees not serving a probationary period.
- 10.1.5 The National Manager will take all reasonable steps, consistent with the efficient management of the SSAT, to:
- (a) assign an excess employee to a suitable vacancy at an equivalent classification level within the SSAT or another APS agency; or
 - (b) move the employee to another suitable position with equivalent classification or a classification below that level within the SSAT.

10.2 Excess Employees

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

10.3 Consultation Process

- 10.3.1 Where the National Manager is aware that an employee(s) is likely to become excess, the National Manager will, at the earliest practicable time, advise the employee(s) of the situation.
- 10.3.2 Discussions with the potentially excess employee(s) or, where an employee requests, with the employee's representative, will be held to consider:
- (a) measures which might be taken to reduce the incidence of an employee becoming excess;

- (b) redeployment opportunities for the employee(s) concerned, including identifying whether the employee(s) seeks redeployment;
- (c) whether voluntary retrenchment might be appropriate and whether the employee(s) wants to be offered voluntary retrenchment;
- (d) timelines to declare any employee excess; and.
- (e) independent professional counselling on financial and vocational options.

10.3.3 The National Manager may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary retrenchment, where those retrenchments would permit the redeployment of employees who are potentially excess.

10.3.4 The National Manager will not advise an employee that he or she is excess until the discussions referred to in sub-clause 10.3.2 have occurred or one month has elapsed, whichever occurs first.

10.4 Voluntary Retrenchment

10.4.1 Where the National Manager offers an excess employee voluntary retrenchment, the employee will have one month to consider the offer. The National Manager will not give notice of termination of employment under section 29 of the *Public Service Act 1999* (PS Act) on the grounds that the employee is excess to the requirements of the SSAT unless and until the employee advises acceptance of the offer.

10.4.2 Within the period the employee is considering the offer of voluntary retrenchment, he or she must be given information on:

- (a) the amount of his or her severance pay; and
- (b) pay in lieu of notice and paid up leave credits.
- (c) An employee is only entitled to one offer of voluntary retrenchment.

10.5 Period of Notice

10.5.1 Where the excess employee agrees to be voluntarily retrenched, the National Manager may approve the employee's termination of employment under section 29 of the *Public Service Act 1999* and upon approval will give the required notice of retrenchment. The period of notice will be four weeks (or five weeks for an employee over 45 with at least five years of continuous service).

10.5.2 Where an employee agrees to termination of his or her employment at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

10.6 Severance Payment

10.6.1 An employee who agrees to be voluntarily retrenched and whose employment is terminated under s.29 of the PS Act on excess grounds is entitled to be paid a severance payment equal to two weeks salary for each completed year of

service, plus a pro rata payment for completed months of service since the last completed year of service.

10.6.2 The minimum severance payment will be four weeks salary and the maximum will be 48 weeks salary.

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

10.6.4 Service for severance pay purposes means:

- (a) service in the Tribunal;
- (b) Government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976;
- (c) service with the Commonwealth (other than service with a joint Commonwealth State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- (d) service with the Australian Defence Forces;
- (e) APS service immediately preceding deemed resignation (as defined), if the service has not previously been recognised for severance pay purposes or where the break occurred because the ongoing employee was deemed to have resigned from the APS on marriage under the repealed s.49 of the *Public Service Act 1922*; and
- (f) service in another Organisation where an employee was assigned from the APS to that Organisation with an assignment of function or an employee engaged by that Organisation on work within a function is permanently engaged as a result of the assignment of that function to the APS and such service is recognised for long service leave purposes,
- (g) or earlier periods of service to count there must be no breaks between the periods of service, except where the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer.
- (h) Any period of service which ceased:
 - (i) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - i. the employee lacks, or has lost, an essential qualification for performing his or her duties; or
 - ii. non-performance, or unsatisfactory performance, of duties; or
 - iii. inability to perform duties because of physical or mental incapacity; or
 - iv. failure to satisfactorily complete an entry level training course; or
 - v. failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*; or

- vi. a breach of the Code of Conduct; or
- (j) on a ground equivalent to a ground listed in subparagraph (a) above under the repealed *Public Service Act 1922*; or
- (k) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- (l) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.

will not count as service for severance pay purposes.

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

10.7 Rate of Payment – Severance Benefit

10.7.1 For the purpose of calculating any payment, salary will include:

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

10.8 Compulsory Retrenchment

10.8.1 Unless the employee agrees, an excess employee will not be involuntarily retrenched until the following retention periods have elapsed:

10.8.2 13 months where an employee has 20 or more years of service or is over 45 years of age; or

10.8.3 seven months for other employees.

10.8.4 The National Manager may terminate an employee's employment under section 29 of the *Public Service Act 1999*. At the end of the retention period and must provide the employee with notice of termination of employment of at least four weeks or five weeks for an employee over 45 with at least five years of continuous service. Wherever possible, the notice period will be concurrent with the retention period.

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

10.8.6 the day the employee is advised in writing by the National Manager that he or she is an excess employee; or

10.8.7 one month after the day on which the National Manager invites the employee to elect to be voluntarily retrenched.

10.8.8 During the retention period the National Manager:

10.8.9 will, with the excess employee, continue to take reasonable steps to find alternative employment for the excess employee; and/or

10.8.10 may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee.

- 10.8.11 Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at their previous level for the balance of the retention period.
- 10.8.12 The excess employee is entitled to reimbursement of reasonable travel and incidental expenses incurred during the retention period in seeking alternative employment where these costs are not met by the prospective employer.
- 10.8.13 The retention periods specified in sub-clause 10.8.1 and the notice period specified in sub-clause 10.8.4 will be extended by any periods of personal leave taken during these periods, subject to it being supported by medical evidence.
- 10.8.14 Where the National Manager believes there is insufficient productive work available for an excess employee during the retention period, the National Manager may, with the agreement of the employee, terminate the employee's employment and pay the employee the balance of the retention period as a lump sum.
- 10.8.15 An excess employee will not be terminated under these provisions if the employee has not been offered voluntary retrenchment or accepted voluntary retrenchment but the National Manager refused to approve it.

Section 11 CONSULTATIVE MECHANISMS

11.1 Staff and Employee Representative/s Involvement in Consultative Processes.

- 11.1.1 The SSAT will continue to promote a work culture that uses open and honest two-way communication between management and employees as a means of encouraging employees to involve themselves in all issues that can affect the way they perform their work. The SSAT will also continue to consult with staff and, where they choose, their representatives on major issues affecting staff in relation to employment. Staff will be kept informed and involved in any important future changes.
- 11.1.2 In the event of major structural changes or the transfer of functions or positions interstate the National Manager will determine appropriate allowances in consultation with employees and, where they choose, their representatives.
- 11.1.3 Consultation with all staff on major decisions affecting their future will be conducted through meetings with staff and, where employees choose, their representatives.
- 11.1.4 To meet the required process, the following group of representatives will meet as required to discuss the implementation of this Agreement and other issues affecting staff:
 - (a) the National Manager;
 - (b) a CPSU representative; and
 - (c) a staff representative.

11.2 Guidelines

- 11.2.1 The National Manager will consult and agree with employees on the content of guidelines regarding the application of entitlements included in this Agreement.

11.3 Consultation/Representation

- 11.3.1 The focus of communication and consultation will be between management and employees, with provision for any representatives of the employee to be at the instigation of the employee.
- 11.3.2 Any disputes about the application of policies and guidelines which support the application of this Agreement will be managed under provisions of this Agreement.

11.4 Facilities for Employee Representative/s

- 11.4.1 In dealing with workplace issues, including any matter arising under this agreement, an employee may have an employee representative, who may be a union representative, assist or represent them. Employee representatives will be allowed reasonable access to office facilities to undertake their role.
- 11.4.2 To assist in the representation of employees and to enhance more productive relationships and working arrangements within the Tribunal, union delegates and/or employee representatives will be able to attend training courses on

workplace relations including OH&S matters during work time, subject to the operational requirements of the Department.

11.5 Outsourcing

11.5.1 If any elements of the SSAT are considered for outsourcing, the National Manager will consult with staff and, where they choose, the employee representative/s in relation to the following:

- (a) reasons for the consideration of outsourcing;
- (b) the process to be used in the consideration of outsourcing, including the tendering process;
- (c) the management of employees affected by the outsourcing consideration; and
- (d) the reasons for the outcome of the outsourcing consideration.

11.6 Machinery of Government Changes

11.6.1 The consultation strategy for dealing with machinery of government changes will be dealt with in accordance with this section.

11.7 National Consultative Forum

11.7.1 A formal national consultative forum will be established for consultation with employees on issues that affect them.

11.7.2 The purpose of the SSAT National Consultative Forum (NCF) is to consult, twice a year, on:

- a) Issues surrounding implementation of this Agreement
- b) Associated people management policies
- c) Guidelines as varied from time to time
- d) Matters impacting on employees that have a national focus or significance.

11.7.3 A nominated representative will be selected by staff in each State Office through expressions of interest or an informal local vote.

11.7.4 Twice a year nominated representatives from each State Office will meet via a teleconference or video conference to discuss issues that concern them.

11.7.5 The National Manager will meet with staff from each State Office soon after the meeting in 11.7.4 takes place

11.7.6 SSAT and its employees agree to:

- a) Discuss workplace issues in a spirit of cooperation and trust; and
- b) Ensure that employees receive information on workplace issues that affect them, but also have an opportunity to contribute to the discussions on those issues and have their views considered on those issues.

Section 12 DISPUTE AVOIDANCE AND SETTLEMENT PROVISION

12.1 Resolution of Industrial Disputes

12.1.1 In the event of a dispute in relation to a matter arising under this Agreement, the parties to the agreement are committed to resolving the dispute at the workplace level in the first instance. The parties to this Agreement undertake to work cooperatively to resolve industrial disputes in the manner outlined below.

12.2 Dispute Resolution Process

12.2.1 In the event of a dispute over a matter arising under this Agreement, the process to facilitate dispute resolution is as follows:

- (a) a dispute should first be raised with the relevant decision maker or through the relevant Business Manager or through the Business Manager - Corporate Services;
- (b) a Manager should seek to resolve a dispute promptly or refer the dispute to higher level management;
- (c) genuine steps should be taken to resolve the dispute without recourse to third parties, although employees may be represented by a person of their choice, if they so choose, in any discussions with managers about issues raised under this clause;
- (d) if a dispute cannot be resolved at the Business Manager level or below, any of the parties to the dispute may refer the issue to the National Manager; and
- (e) the National Manager may initiate action to resolve the dispute including the appointment of a person to facilitate resolution of the dispute.

12.2.2 A party to the dispute may choose to be represented at any stage, or at all stages, of a dispute resolution process.

12.2.3 The parties to the agreement or dispute agree that work is to continue in the normal way while these procedures are followed. However, if a genuine safety issue is involved, an employee must not be required to work in an unsafe environment but may undertake suitable alternative work until the issue is resolved.

12.2.4 Where the right of review provided by section 33 of the Public Service Act and Part 5 of the Public Service Regulation is exercised, and does not fail for want of jurisdiction, the employee will have no right of review with respect to that matter under clause 12.2..

12.3 Reference of Disputes to the AIRC

12.3.1 If a dispute in relation to a matter arising under this Agreement cannot be resolved under the dispute resolution processes under this Agreement, the dispute may be referred to the AIRC:

- (a) by agreement between the employee (or, if the employee chooses, his or her representative) and the Tribunal; or
- (b) by an employee (or, if the employee chooses, his or her representative);

(c) by the Tribunal (for the Tribunal or an employee).

- 12.3.2 Consistent with Division 5 of Part 13 of the *Workplace Relations Act 1996*, the AIRC is empowered to settle the matter in dispute by conciliation and, if the matter remains unresolved, by arbitration. For the purposes of S711 of the Workplace Relations Act 1996 (WR Act) the parties agree that the AIRC may apply any of the provisions of Divisions 3,4 and 5 of Part 3 of the WR Act with respect to the AIRC exercising its powers and functions under this Agreement.
- 12.3.3 All persons involved in the conciliation and/or arbitration shall participate in good faith.
- 12.3.4 The parties to the dispute agree to abide by any decision or direction of the AIRC, and where relevant shall be accepted as settlement of the dispute, subject to any legal right of appeals or review which may exist.
- 12.3.5 In responding to a dispute, the AIRC must have regard to whether the parties to the dispute have followed the dispute resolution procedures under this Agreement.
- 12.3.6 The outcome of any arbitration by the AIRC shall be in writing and shall be accompanied by written reasons unless it is agreed between the parties to the dispute.
- 12.3.7 The AIRC may dismiss or refrain from further hearing a matter or part of a matter which in the view of the AIRC is vexatious.

Section 13 OTHER MATTERS

13.1 Employee Assistance Program

- 13.1.1 The Tribunal will provide employees with a confidential and professional counselling service to assist with work or personal issues through an Employee Assistance Program.
- 13.1.2 The first six sessions each calendar year will be paid by the Tribunal and one session per calendar year may be attended during working hours without a requirement to take flex or other paid leave.
- 13.1.3 An employee with an already established counselling relationship outside that of the nominated counselling service in the Employee Assistance Program, may elect to continue with their own service and the SSAT will meet the costs as outlined in sub-clause 13.1.2 above provided the counselling service is part of the Professional Body of Counsellors and up to a maximum of the fees that would be paid by the Tribunal under sub-clause 13.1.2.

13.2 Encouragement of Healthy Lifestyles

- 13.2.1 The Tribunal recognises that improved health of employees is of benefit to both the employees and the Tribunal. To encourage and promote healthy lifestyles, the Tribunal will reimburse an employee for expenditure on healthy lifestyle activities up to a maximum of \$200 each financial year. The activities that will be accepted as a healthy lifestyle activity under this clause are:
 - (a) sports membership or fitness programs;
 - (b) purchase of sports equipment or apparel;
 - (c) participation in quit smoking programs;
 - (d) health checks;
 - (e) stress management programs;
 - (f) health related services such as massage; and
 - (g) other activities accepted by the National Manager as contributing to an employee's health and/or well being.
- 13.2.2 To encourage team activities and participation in community based activities, the SSAT will contribute up to \$500 per financial year to sporting teams and other organised groups, consistent with SSAT guidelines. The money is to be used for things such as the purchase of sports clothing and equipment, the registration of teams and equipment / clothing to be used in non-sporting community based activities. The team or group must be clearly identifiable as representing the SSAT and should be predominantly (but not exclusively) made up of SSAT employees.

13.3 Commitment to Environmental Management

- 13.3.1 The Tribunal and employees are committed to developing and implementing measures to improve the environmental sustainability of Tribunal operations,

including measures to address global warming. Employees will implement measures to give effect to this commitment and take personal responsibility for recycling and reducing unnecessary energy usage. During the life of the Agreement, the Tribunal will consult with staff about giving effect to this commitment.

13.4 Relocation Costs

- 13.4.1 The provisions of this clause cover relocation costs, including disturbance allowance provisions.
- 13.4.2 An employee is entitled to relocation costs under this clause where he or she is required to relocate to another locality for one of the following reasons:
- (a) on promotion;
 - (b) for a temporary assignment of duties of at least 13 weeks;
 - (c) in the interests of the Tribunal as determined by the National Manager;
 - (d) on account of an illness which justifies the relocation; or
 - (e) in the case of an excess employee, on relocation at the same or lower classification level.
- 13.4.3 Where an eligible employee, as described in sub-clause 13.4.1, is transferred from one locality to another, that employee is entitled to be reimbursed for all or part of reasonable expenses associated with the cost of relocating the employee and their family, which may include:
- (a) the cost of temporary accommodation for a reasonable time;
 - (b) reimbursement of costs incurred in the sale and purchase of a home;
 - (c) additional education costs;
 - (d) the cost of travel;
 - (e) the removal of furniture and household effects, including motor vehicles;
 - (f) additional mortgage interest costs;
 - (g) kennelling and transportation of pets;
 - (h) other costs incurred by the employee, which may be in the form of a non-acquittable allowance; and
 - (i) compensation for loss or damage where the Tribunal has approved removal arrangements.
- 13.4.4 Before the employee is required to commit to the relocation and removal arrangements are made, the employee will be advised of the expenses the National Manager has agreed to reimburse.
- 13.4.5 Where the employee is redeployed to a position in a new locality as a result of that employee being declared excess under Section 10, he or she will be entitled to all of the assistance specified in clause 13.4.3.

13.5 Occupational Health and Safety

- 13.5.1 SSAT recognises that the health, safety and welfare of its employees are of prime importance and that consideration of these issues is an essential and integral part of its planning and operations. This goal can best be achieved through the joint involvement of management, employees, employee representatives including unions and health and safety representatives.
- 13.5.2 SSAT will ensure that a healthy and safe workplace is maintained and SSAT will fulfill its responsibilities under the Occupational Health & Safety Act 1991 . The parties to this Agreement recognise that SSAT's Health and Safety Management Arrangements is the primary mechanism for OH&S management in the SSAT.
- 13.5.3 In the event that a dispute concerning OH&S matters has not been resolved under the HSMAs, the dispute can be dealt with under the Disputes Avoidance and Settlement procedures of this Agreement.

13.6 Long Term Home Based Work

- 13.6.1 The National Manager may offer employees the opportunity to apply for long term home based work.
- 13.6.2 Where the National Manager chooses to offer such opportunities, they will be subject to operational requirements and must not result in additional costs to the Tribunal.

13.7 Supporting Mature Age Workers

- 13.7.1 SSAT values the skills, experience, expertise and knowledge of its mature age workers. In keeping with the provisions of this agreement relating to flexibility and work life balance, measures to assist mature age employees transition to retirement include:
- (a) access to appropriate part-time arrangements;
 - (b) flexible work hours;
 - (c) job sharing; and
 - (d) purchased leave.

INTERPRETATIONS

13.8 General Interpretation

- (a) In this Agreement, unless the context otherwise indicates, a reference to:
 - i. The singular includes the plural and the plural includes the singular;
 - ii. One gender includes the other gender; and
 - iii. A section, clause and sub-clause is to a section, clause or sub-clause in this Agreement.
- (b) Headings are for convenience only and do not affect the interpretation of this Agreement; and
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

13.9 Definitions

13.9.1 "Agency Head" means the Secretary of the Department of Family, Community Services and Indigenous Affairs.

13.9.2 "AIRC" means the Australian Industrial Relations Commission.

13.9.3 "APS" means the Australian Public Service.

13.9.4 "APS employee" means:

- (a) a person engaged under section 22 of the *Public Service Act 1999*; or
- (b) a person who is engaged as an APS employee under section 72 of the *Public Service Act 1999*

13.9.5 "APS employment" means employment as an APS employee within the meaning of the Public Service Act 1999.

13.9.6 "APS Award" means the Australian Public Service Award 1998.

13.9.7 "Assignment of duties" means transfer, either permanent or temporary to other duties.

13.9.8 "CPSU" means the Community and Public Sector Union.

13.9.9 "Employee" means an employee of the Social Security Appeals Tribunal, whether full-time or part-time, ongoing or non-going, who is employed under and within the meaning of the Public Service Act 1999.

13.9.10 "Employee Representative/s" means either union or non-union representation of employees.

13.9.11 "Executive Director" means the Executive Director of the SSAT or his or her delegate.

13.9.12 "FaHCSIA" means the Commonwealth Department of Families, Housing, Community Services and Indigenous Affairs.

13.9.13 "Family" means:

- (a) A spouse of partner irrespective of gender (including a former spouse, de facto spouse or a former de facto spouse); and/or
- (b) A child (including an adopted child, a step child, or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee, or of the spouse of the employee; and/or
- (c) A person of an employee's household; and/or
- (d) Traditional kinship where there is a relationship or obligation under the customs and traditions of the community or group to which the employee belongs.

13.9.14 "National Manager" means the National Manager of the SSAT or his or her delegate.

13.9.15 "SSAT" or "Tribunal" means the Social Security Appeals Tribunal.

Supported Salary Payments

Workers Eligible for a Supported Wage

This attachment defines the conditions that will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

Accredited assessor means a person accredited by the managing unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

Assessment instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility Criteria

Employees covered by this Attachment will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.

The Attachment does not apply to any existing employee who has a claim against the Tribunal, which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of employment.

The Attachment also does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under *the Disability Service Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of that Act, or if a part only has received recognition, that part.

Supported Wage Rates

Employees to whom this Attachment applies will be paid the applicable percentage of the relevant salary rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

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

(Provided that the minimum amount payable will be not less than \$69 per week.)

Where a person's assessed capacity is 10%, he or she will receive a high degree of assistance and support.

Assessment of Capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument.

Lodgement of Assessment Instrument

All assessment instruments under the conditions of this Attachment, including the appropriate percentage of the salary to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.

All assessment instruments will be agreed and signed by the parties to the assessment.

Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of this Attachment will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

Workplace Adjustment

Where the Tribunal wishes to employ a person under the provisions of this Attachment will take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial Period

In order for an adequate assessment of the employee's capacity to be made, the Tribunal may employ a person under the provisions of this Attachment for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

During that trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

The minimum amount payable to the employee during the trial period will be no less than \$69 per week.

Where the Tribunal and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further period of employment will be offered by the Tribunal based on the outcome of assessment undertaken during the trial period.

ATTACHMENT 2

WORKPLACE AGREEMENT 2009-2012
SSAT SALARY RATES

| Classification Scheme | Current Salary | 4.3% On Commencement | 4% 1 July 2010 | 4 % July 2011 |
|-----------------------|----------------|-------------------------|-------------------|------------------|
| APS LEVEL 1 | \$36,878 | \$38,464 | \$40,003 | \$41,603 |
| | \$38,758 | \$40,425 | \$42,042 | \$43,724 |
| | \$40,638 | \$42,385 | \$44,080 | \$45,843 |
| APS LEVEL 2 | \$42,519 | \$44,347 | \$46,121 | \$47,966 |
| | \$44,398 | \$46,307 | \$48,159 | \$50,085 |
| | \$46,280 | \$48,270 | \$50,201 | \$52,209 |
| APS LEVEL 3 | \$49,100 | \$51,211 | \$53,259 | \$55,389 |
| | \$51,014 | \$53,208 | \$55,336 | \$57,549 |
| | \$52,926 | \$55,202 | \$57,410 | \$59,706 |
| APS LEVEL 4 | \$54,837 | \$57,195 | \$59,483 | \$61,862 |
| | \$56,751 | \$59,191 | \$61,559 | \$64,021 |
| | \$58,663 | \$61,186 | \$63,633 | \$66,178 |
| APS LEVEL 5 | \$61,267 | \$63,901 | \$66,457 | \$69,115 |
| | \$63,888 | \$66,635 | \$69,300 | \$72,072 |
| APS LEVEL 6 | \$66,244 | \$69,092 | \$71,856 | \$74,730 |
| | \$68,602 | \$71,552 | \$74,414 | \$77,391 |
| | \$70,959 | \$74,010 | \$76,970 | \$80,049 |
| | \$73,315 | \$76,468 | \$79,527 | \$82,708 |
| EXEC LEVEL 1 | \$76,852 | \$80,157 | \$83,363 | \$86,698 |
| | \$82,602 | \$86,154 | \$89,600 | \$93,184 |
| | \$88,352 | \$92,151 | \$95,837 | \$99,670 |
| EXEC LEVEL 2 | \$95,634 | \$99,746 | \$103,736 | \$107,885 |
| | \$100,675 | \$105,004 | \$109,204 | \$113,572 |
| | \$106,988 | \$111,588 | \$116,052 | \$120,694 |
| | *\$110,565 | *\$115,319 | *\$119,932 | *\$124,729 |

Note: * Progression to the maximum salary of Executive Level 2 can only be achieved where the National Manager is satisfied that the work value of the position justifies the higher salary point and the Employee has managerial and/or professional technical skills to warrant movement to that level.

SIGNATURE PAGE

Social Security Appeals Tribunal

Signed for the Social Security Appeals Tribunal by Mr Leslie M. Blacklow
(full name of signatory)

Address of signatory PO BOX 218, Collins Street West
Melbourne VIC 3000

Position in SSAT Executive Director

The basis on which the signatory is authorised to sign on behalf of the Social Security Appeals Tribunal:
The Executive Director of the SSAT has been authorised to sign this Agreement on behalf of the Minister for Families, Housing, Community Services and Indigenous Affairs.

Signature: L.M. Blacklow

Date: 18 / 6 / 2009

Community and Public Sector Union

Signed for the Community and Public Sector Union by Mr Stephen Jones
(full name of signatory)

Address of signatory 191 Thomas St
Haymarket NSW 2000

Position in union National Secretary

If position is not the National Secretary of the Union or equivalent, the basis on which the signatory is authorised to sign on behalf of the Community and Public Sector Union:

Signature: [Signature]

Date: 18 / 6 / 2009