



Australian Government

Australian Sports Anti-Doping Authority

COLLECTIVE AGREEMENT 2009 – 2012

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DEFINITIONS

In this Agreement, unless a contrary intention is clear, the following definitions apply:

Agreement	means the ASADA Collective Agreement, titled the “ASADA Collective Agreement 2009-2012”.
Agency	means an Agency as defined in the Public Service Act.
AIRC	means the Australian Industrial Relations Commission.
APS	means the Australian Public Service.
ASADA	means the Australian Sports Anti-Doping Authority.
Casual Employees	Non-ongoing Employees engaged under the Public Service Act for a specified period for duties that are irregular or intermittent, whose hours of duty are defined as ‘as required’.
Chief Executive Officer	means the Chief Executive Officer of the Australian Sports Anti-Doping Authority, or a person acting in that position, or his or her delegate.
Consultation	means providing Employees and, where they choose, their representatives with relevant information and a bona fide opportunity to influence the decision making process not only in appearance, but in fact, before a decision is made.
CPSU	means the Community and Public Sector Union.
Director	means the Manager responsible for a Work Section at the Executive Level 2 (EL2).
Employees	Employees of the Australian Sports Anti-Doping Authority, whether full-time or part-time, ongoing or non-ongoing, who are employed under and within the meaning of the Public Service Act.
Employer	means the Australian Sports Anti-Doping Authority
Family member	a person who <ul style="list-style-type: none">• is related by blood or by marriage (in law or de facto);• is a de facto spouse, former spouse or former de facto spouse of the Employee;• has a strong affinity with the Employee;• who stands in a bona fide domestic or household relationship with the Employee without discrimination as to sexual preference;• is a child or an adopted child of the Employee, or a child in the care of the Employee; or• is a child or an adopted child of the person who stands in a bona fide domestic or household relationship with the Employee, or a child in the care of that person.

HDA	means Higher Duties Allowance. Temporary payment of an allowance where an Employee is temporarily assigned duties at a higher classification than his or her current classification.
Management	means Chief Executive Officer, Senior Executive, Directors and Managers.
Manager	means the Manager of the Work Unit at the Executive level 1 (EL1) level.
Non-ongoing Employee	Employees engaged under the Public Service Act for: <ul style="list-style-type: none"> • a specified term, the duration of a specified task; or • the duration of a specified task; or • duties that are irregular or intermittent.
On-going Employee	Employees engaged under s22 (2)(a) of the Public Service Act.
Partner	means in relation to a person who is a member of a couple, where the other member of the couple is without discrimination as to sexual preference.
Public Service Act	means the <i>Public Service Act 1999(Cth)</i> as amended from time to time.
Representative	a person chosen by an Employee, or a group of Employees, to represent them, and includes but is not limited to a friend, colleague, or a delegate/official of a union.
Senior Executive	means the Head of the Work Group at the Senior Executive Service (SES) level.
Workplace Relations Act	means the <i>Workplace Relations Act 1996 (Cth)</i> as amended from time to time.

PART A – FRAMEWORK

1. SCOPE OF THE AGREEMENT

1.1 Agreement Title

This Union Collective Agreement, made under the *Workplace Relations Act*, provides the terms and conditions of employment for ASADA and shall be known as the ASADA Collective Agreement 2009 – 2012.

1.2 Purpose of the Agreement

The Agreement makes an important contribution to improving productivity, equipping ASADA within its Strategic Plan 2008-2011 (or its replacement) to respond more effectively to the challenges of its business environment and at the same time enhancing the quality of the working lives of Employees. Realising these goals will require the continuing commitment, trust and cooperation of the Chief Executive Officer, Senior Executive, Directors, Managers and Employees.

2. Coverage

2.1 This Agreement applies to Employees of ASADA who are employed under the Public Service Act in classifications other than the Senior Executive Service (SES), but does not apply to Employees who are parties to an Australian Workplace Agreement (AWA) and employees whose salary is not paid by ASADA.

2.2 In accordance with the Workplace Relations Act this Agreement binds:

2.2.1 the Chief Executive Officer of ASADA as the employing authority;

2.2.2 all non-SES Employees employed by ASADA under the Public Service Act; and

2.2.3 Community and Public Sector Union (CPSU).

3. Operation of this Agreement

3.1 This Agreement takes effect from the seventh day after notification is given by the Workplace Authority that the Agreement passes the no disadvantage test, in accordance with the Workplace Relations Act. The nominal expiry date of this Agreement is three years from the date the Agreement takes effect.

3.2 This is a Principles Based Agreement which states the terms and conditions of employment of the Employees covered by this Agreement other than terms and conditions applying under Commonwealth Law and other ASADA employment instruments.

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

3.4 ASADA guidelines, policies and procedures pertaining to the Performance Management System (the Performance and Career Enhancement Scheme), underperformance management, all leave and the Work Level Standards may be developed or varied from time to time subject to agreement and prior consultation consistent with the consultative provisions of this Agreement. Particular guidelines, policies and procedures will be applied on the basis of their terms at the time of any relevant action or decision.

3.5 Should, during the life of this Agreement, legislation change or other factors affect Employees' conditions of employment, the parties to this Agreement agree to confer on any action that might be appropriate to ensure that the objectives of the Agreement continue to be achieved.

- 3.6 Dispute over content, application or interpretation of any policies, procedures and guidelines which support the operation of this Agreement will be subject to the dispute settlement procedures of this Agreement.
- 3.7 This Agreement may only be varied in accordance with the *Workplace Relations Act 1996*.
- 3.8 It is acknowledged that employment at ASADA is subject to the provisions of the following Acts (and regulations or instruments made under the Acts) amongst others:
- (a) *Australian Sports Anti-Doping Authority Act 2006;*
 - (b) *Disability Discrimination Act 1992;*
 - (c) *Human Rights and Equal Opportunity Commission Act 1986;*
 - (d) *Long Service (Commonwealth Employees) Act 1976;*
 - (e) *Maternity Leave (Commonwealth Employees) Act 1973;*
 - (f) *Occupational Health and Safety (Commonwealth Employment) Act 1991;*
 - (g) *Public Service Act 1999;*
 - (h) *Privacy Act 1988;*
 - (i) *Racial Discrimination Act 1975;*
 - (j) *Safety Rehabilitation and Compensation Act 1988;*
 - (k) *Sex Discrimination Act 1984;*
 - (l) *Superannuation Act 1976;*
 - (m) *Superannuation Act 1990;*
 - (n) *Superannuation Act 2005;*
 - (o) *Superannuation Guarantee (Administration) Act 1992;*
 - (p) *Superannuation Productivity Benefit Act 1988; and*
 - (q) *Workplace Relations Act 1996.*

4. Delegations

The Chief Executive Officer may delegate his/her powers and functions under the Agreement, subject to the provisions of the Public Service Act 1999 and the ASADA Act 2006, as amended.

PART B – WORKPLACE PLANNING AND CULTURE

5. Mission and Values

- 5.1 The parties to this Agreement acknowledge and endorse ASADA's Strategic Plan 2008 – 2011, or its replacement.
- 5.2 The parties to this Agreement acknowledge the APS Values and Code of Conduct and the authority that they carry under the Public Service Act.

6. Objectives

- 6.1 The objectives of this union collective agreement are to:
 - 6.1.1 deliver a flexible and competitive employment framework to Employees;
 - 6.1.2 maintain a strong commitment to the health, safety and wellbeing of Employees;
 - 6.1.3 foster an environment of quality, high performing and innovative individuals and teams;
 - 6.1.4 assist Employees to balance their work and personal lives; and
 - 6.1.5 support Employees learning and development and facilitate organisational improvement.
- 6.2 Realising these objectives will require the continuing commitment, trust and cooperation of the Chief Executive Officer, Senior Executive, Directors, Managers and Employees.

7. Safe and Healthy Work Environment

- 7.1 A safe workplace is one that is free of bullying, harassment, excessive workload and unsafe hours and is critical to a workplace that values and respects its Employees. Occupational Health and Safety and protection from bullying and harassment are to be facilitated by appropriate measures including *Occupational Health and Safety Policy* and agreement with Employee Representatives under subsection 16 (3)(c) of the Occupational Health and Safety Act 1991 (Cth) with any disputes being dealt with under the terms of this Agreement.
- 7.2 ASADA is committed to providing a safe and healthy work environment for all Employees, including providing return to work opportunities for ill and injured Employees, consistent with all legislative obligations. Further information is available in ASADA's *Occupational Health and Safety Policy*, made in consultation with Employees, and where they choose, their representatives.

8. Confidentiality

Employment (and access to collected and held information) at ASADA is dependent upon the Employee undertaking to work under the provisions of the Public Service Act, and the Protection of Personal Information provisions of the Australian Sports Anti-Doping Authority Act 2006 and will not commence until an Employee has signed an undertaking.

9. Equity and Diversity

- 9.1 It is intended that the principles of equity of treatment should govern interpretation of clauses in this Agreement. A number of clauses are designed with inbuilt flexibility to enable Management to better meet the operational requirements of ASADA while ensuring a productive and supportive working environment that meets the professional, personal and family needs of Employees. Principles of equity and procedural fairness underpin decision-making in cases where Management is required to exercise discretion in determining Employees' working arrangements.
- 9.2 ASADA values fairness, equity and diversity and provides support and education to prevent and eliminate harassment and bullying. ASADA is committed to preventing and

eliminating discrimination on the basis of age, colour, disability, family responsibilities, marital status, national extraction, political opinion, pregnancy, race, religion, sex, sexual preference and social origin.

10. Aboriginal and Torres Strait Islander Employees

ASADA will develop and implement strategies to provide a sensitive and supportive working environment for Aboriginal and Torres Strait Islander Employees that includes culturally responsive professional training, support and career development opportunities. ASADA is committed to ensuring that our workplace is culturally safe and supportive for all.

11. Freedom of Association

- 11.1 ASADA recognises that Employees are free to join or not to join a union.
- 11.2 Irrespective of that choice Employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement.
- 11.3 Employees who choose to be members of a union have the right to participate in lawful union activities and have their industrial interests represented by that union.

12. Recognition of Family Responsibilities

ASADA recognises the need to provide support and flexibility at the workplace to enable Employees to balance work and family responsibilities.

13. Participative Work Practices

Consultation

- 13.1 In making decisions that affect Employees ASADA commits to engaging in consultation with Employees and their representatives.

Employee Representation

- 13.2 ASADA acknowledges the important contribution of Employee representation in developing and implementing aspects of this Agreement.
- 13.3 In any matter arising under this Agreement, an Employee may have an Employee representative, who may be a union representative, assist or represent them, and all relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance includes acting as an advocate.
- 13.4 Employees who perform a role as an Employee representative will be provided with reasonable access to appropriate training in workplace relation matters and facilities to perform their function. This could include a briefing from an ASADA Consultative Committee member. The Employer agrees that the representative will not suffer any employment related detriment as a result of performing the representative function.
- 13.5 ASADA values and encourages full and constructive Employee participation and consultation in corporate activities and acknowledges that this requires a commitment of time away from other work which will be taken into account by Managers.
- 13.6 The peak body for formal consultation (which enables Employees to provide input to decision making about workplace issues affecting them) will be the Consultative Committee. This committee will comprise:
 - Chief Operating Officer;
 - Director Human Resources;
 - Four elected Employee Representatives (who must be Employees covered by this Agreement). Where possible at least one of the four Employees should be a member of the CPSU; and
 - CPSU Representative.

Human Resources will provide the Secretariat.

- 13.7 The Consultative Committee will be responsible for:
- 13.7.1 promoting cooperative workplace relations within ASADA and providing a forum for the consideration of Employee views on workplace relations issues;
 - 13.7.2 providing advice and assistance to Employees and improving mutual understanding of this Agreement and associated policies and procedures;
 - 13.7.3 monitoring the implementation of this Agreement;
 - 13.7.4 representing Employees in the development or amendment of people related policies, procedures and initiatives;
 - 13.7.5 assisting in the implementation of people related policies, procedures and initiatives;
 - 13.7.6 resolving disputes in accordance with ASADA's *Resolving Disputes Procedure*;
 - 13.7.7 monitoring the implementation of ASADA's casual terms and conditions; and
 - 13.7.8 coordinating the negotiation of future collective agreements.
- 13.8 Elections for the Employee Representatives will be held at least every three years and at any stage there is an Employee Representative vacancy on the Consultative Committee. Only Employees covered by this Agreement can vote in elections for Employee Representatives.
- 13.9 The Consultative Committee will meet at least quarterly. Employee Representatives or ASADA management will be able to call a meeting of the Consultative Committee at any time.
- 13.10 The Consultative Committee will maintain Terms of Reference for the duration of this Agreement and make them available to Employees.
- 13.11 The Consultative Committee will operate under agreed consensus decision-making procedures.
- 13.12 The Workplace Relations Committee at the time of commencement of this Agreement will continue until a Consultative Committee election can be arranged. This election must occur within six months of the commencement of this Agreement.
- 13.13 The parties to this Agreement acknowledge the need to seek improvements to the efficiency and quality of ASADA's work, not just quantity improvements.

14. Staff Surveys

ASADA will conduct regular staff surveys, at least annually, and respond to the feedback from those surveys.

15. Learning and Development

- 15.1 ASADA is committed to recognising the skills of its Employees and building and refining those skills by providing a working environment which encourages the continuous learning opportunities for its Employees.
- 15.2 ASADA will identify learning and development needs of Employees annually through the performance management process. Individual Employees will also be able to submit requests for learning and development opportunities through the Director, Human Resources at any stage throughout the life of this Agreement. Induction and learning and development activities will be prepared drawing on the work level standards, the Public Service Integrated Leadership System and other relevant material.

- 15.3 Progress against individual learning and development agreements will be tracked by Directors through performance review discussions.
- 15.4 The annual Learning and Development Program will be open to all Employees covered by this Agreement. ASADA will provide a minimum amount of 4 percent of ASADA's total annual salary budget for this program.
- 15.5 ASADA will provide study assistance for Employees as part of the Learning and Development Program. All Employees subject to this Agreement will be able to apply for assistance in accordance with ASADA's *Study Assistance Policy and Procedures*.
- 15.6 ASADA aims to emphasise learning activities that:
 - 15.6.1 have a clear connection with ASADA's overall Strategic Plan; or
 - 15.6.2 have a direct link with Work Group objectives; or
 - 93.3.4 develops the skills and capabilities of Managers/Supervisors to deliver ASADA objectives; or
 - 93.3.5 assist Employees' on-going skill and career development.
- 15.7 ASADA is committed to providing adequate training support to accompany significant changes, innovations and improvements to work arrangements.
- 15.8 Management agrees to table with the ASADA Consultative Committee a report on learning and development expenditure twice a year.

16. Training for Specified Positions

- 16.1 ASADA will support the training of Employees for the positions of First Aid Officer, Fire Wardens, Health and Safety Representatives and Workplace Diversity Harassment Officers. Allowances will be paid only to Employees actually appointed to perform those duties. Allowances will be paid by ASADA in accordance with clauses 50 - 53 of this Agreement.
- 16.2 ASADA supports training of Health and Safety Representatives as required by the *Occupational Health and Safety (Commonwealth Employment) Act 1991*.
- 16.3 ASADA supports training of Consultative Committee members.

17. Recruitment and Selection Process

- 17.1 ASADA is committed to good practice in its approach to recruitment, promotion and assignment of duties, which is consistent with the legislative framework established by the Public Service Act.
- 17.2 The Chief Executive Officer/delegate will determine whether Employees are to be engaged on an on-going or non-ongoing basis (for a specified term or tasks) having regard to Regulation 3.5 of the Public Service Regulations (Cth), effective resource management, organisational requirement and priorities and the career management and development needs of existing Employees.
- 17.3 Selection panels will be convened and make recommendations to the delegate on all engagements to vacant positions. At the discretion of the panel chair, and with the agreement of the Chief Executive Officer, persons external to ASADA may be included on the panel.
- 17.4 To deliver the required productivity gains underpinning the Agreement the Chief Executive Officer will, as opportunities arise through the departure of existing Employees (e.g. through retirement, resignation, etc) examine those vacant positions to determine whether:
 - 17.4.1 the position is still required;

17.4.2 the duties could be redistributed to other Employees;

17.4.3 the duties need to be amended; and/or

17.4.4 the duties are more commensurate with a position at a lower classification.

17.5 Excess Employees and those Employees returning from long periods of leave will be considered for jobs at level prior to any decision to advertise externally, in accordance with APSC Redeployment Principles.

17.6 External advertising and a merit selection process must precede the promotion of any ASADA Employee between ASADA levels.

18. Attraction and Retention

18.1 In recognition of particular skills, capabilities or additional responsibilities, or to meet special workplace circumstances, operational requirements, market rates or to provide individual flexibility, the Chief Executive Officer may agree to supplement the terms of this Agreement with payments, benefits or conditions for any Employee, or group of Employees, which are in addition to the provisions of this Agreement. The agreed arrangements will be contained in a written Flexibility Agreement.

18.2 Flexibility Agreement procedures will be developed in consultation with the Consultative Committee.

18.3 ASADA recognises the needs of Employees with family responsibilities and their right to address these responsibilities without conflict between their employment and family responsibilities. Employees will not be placed under any pressure to work outside their agreed hours.

19. Relocation

All ASADA Employees have a designated work location, either an ASADA office or an approved home office. Where ASADA requires an Employee to change work location ASADA will compensate Employees for any additional costs incurred as a result of the relocation in accordance with ASADA's *Relocation Policy*.

20. Working from Home

20.1 Applications will be considered to work from home in accordance with the requirements set out in the *Working From Home Policy*. When considering the application account will be taken of the operational requirements of ASADA and the personal circumstances of the Employee.

20.2 Working from home is not to be used as an alternative to personal leave when personal leave should be taken.

21. Clothing

Employees may wear casual clothing when appropriate and in accordance with ASADA's Occupational Health and Safety obligations. The parties to this Agreement acknowledge the need to present a professional image to ASADA's clients and stakeholders.

22. Greenfleet Membership

ASADA will contribute 50% of the individual membership fee and any associated Fringe Benefit Tax (FBT)* for individuals who take out Greenfleet membership for their own vehicle.

* *Note: Individual financial circumstances will vary. Employees are encouraged to make themselves aware of any personal taxation implications of this membership.*

23. Employee Protection

ASADA will protect Employees who report potential or perceived fraud or misconduct that occurs either internally or externally in the conduct of ASADA business. Such situations will be managed in accordance with ASADA's *Whistle Blowing Policy*.

24. Employee Assistance Program

ASADA is committed to providing its Employees, and immediate family members, with access to confidential professional counselling to assist with work or personal issues through provision of an external Employee Assistance Program. The aim of the program is to assist Employees and help them resolve work or personal issues.

25. Performance Management

25.1 ASADA is committed to creating a working environment that promotes the achievement of organisational performance through a shared commitment of staff and Managers to communicate effectively on issues relating to performance and to work collaboratively on strategies to improve performance, including through learning and development.

25.2 Each Employee and their Manager and Director are jointly responsible for developing a performance and development agreement and ensuring feedback regarding performance is part of ongoing activities. Managers/Directors will apply a 'no surprises' principle to keep staff regularly informed of their performance throughout the performance management cycle. It is recognised that Employees and Managers/Directors have a joint role to play in ensuring participation in the feedback arrangements. Persistent failure by a Manager/Director or Employee to give or receive formal feedback could constitute under-performance.

25.3 If agreement cannot be reached in finalising a performance and development agreement, an Employee may choose to have assistance through an Employee Representative to help complete the process. (see clause 13.3)

25.4 Following a consultative process in which a performance and development agreement is not completed, the dispute resolution procedures in Part G of this Agreement shall be utilised.

25.5 Further information on the performance management system is available in the *Performance Management System – Performance and Career Enrichment Scheme Procedures*. The Consultative Committee will review the operation of the Performance Management Scheme and propose changes throughout the life of this Agreement.

26. Managing Underperformance

26.1 The Performance Management System will provide the framework for managing poor performance within ASADA. Performance and Development Agreements will set out individual work responsibilities and provide the basis for discussing work performance. Performance reviews will operate on an annual cycle with mid-cycle discussions of performance. Directors/Managers or Employees may initiate a discussion of work performance at any time.

26.2 The underperformance framework is designed to:

26.2.1 be streamlined and efficient;

26.2.2 restore performance of the Employee to an acceptable level;

26.2.3 have regard to the individual circumstances of the Employee, including any health issues;

1.6.2 have regard to natural justice and procedural fairness;

- 1.6.3 include learning and development as the focus for improving performance;
 - 1.6.4 have active performance management as an integral part of the workplace culture; and
 - 1.6.5 require performance measures and standards to be clearly defined.
- 26.3 Further information on the framework for managing cases of underperformance is available in the *Performance Management System – Performance and Career Enrichment Scheme Procedures*.

PART C – SALARY, ALLOWANCES AND CLASSIFICATIONS

27. Salary Increases

Employees will receive the following increases in base salary with effect from the beginning of the first full pay period commencing on or after:

On commencement	4.3%
1 July 2009	4.3%
1 July 2010	4.3%
1 July 2011	4.3%

28. Salary Rates

Salary rates during the life of this Agreement are specified in Attachment 1.

29. Part Time Employees

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

30. Casual Employees

For non-ongoing Employees undertaking duties that are irregular or intermittent, remuneration will be calculated on the actual hours worked, based on the appropriate salary rate for their classification. Casual salary rates will be varied as per the salary increases as stated in clause 27 above (Salary Increases). Casual Employees will also receive a 25% loading in lieu of annual and support leave, public holidays and penalty rates for work conducted on weekends and public holidays.

31. Supported Wage System

Supported salary rates and conditions of employment as set out in Attachment 2 shall apply to an Employee with a disability who is eligible for consideration under the Supported Wage System.

32. Salary Sacrifice

- 32.1 Employees may choose to convert part of their annual salary for non-monetary benefits under ASADA's salary sacrificing arrangements. To safeguard Employees' interests and those of ASADA, Employees are strongly advised to seek independent financial advice at their own expense prior to making salary sacrifice arrangements.
- 32.2 Where Employees take up the option to 'salary sacrifice', the Employee's salary for all purposes of superannuation, redundancy and termination payments will be determined as if the salary sacrifice had not been entered into.
- 32.3 All costs associated with undertaking any salary sacrifice arrangements, including any fringe benefits tax liability, GST and/or administrative costs incurred as a result of the salary packaging arrangements will be met by the Employee.

33. Superannuation

- 33.1 Where an employee who is eligible to join the Public Sector Superannuation Accumulation Plan (PSSap) exercises choice and selects a superannuation fund other than the PSSap, ASADA will pay an employer contribution at the same rate that is applicable to the PSSap.
- 33.2 Employees may choose any approved superannuation fund as long as it can accept employer contributions by electronic funds transfer (EFT). Any fees associated with EFT will be borne by ASADA.

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

PAYMENT RELATED MATTERS

34. Payment of Salary

Employees will be paid fortnightly in arrears, based on the following formula:

$$\text{Fortnightly pay} = \frac{\text{Annual salary} \times 12}{313}$$

35. Method of Salary Payment

Payment will be made by electronic funds transfer (EFT) into a financial institution account of the Employee's choice.

NEW SALARY RATES

36. Classification Salary Rates

Attachment 1 details the salary rates payable following commencement of this Agreement including new incremental salary steps within the classification levels from 1 July 2009.

SALARY ADVANCEMENT

37. Review of Performance

Salary advancement within a classification level will be based on a review of performance during the previous Performance Management Scheme (currently Performance and Career Enrichment (PACE) Scheme) cycle.

38. Ongoing Employees

38.1 Salary advancement will generally occur from the beginning of the first full pay period commencing on or after 1 July each year, subject to:

38.1.1 Completion of the requirements of the Performance Management System - Performance and Career Enrichment Scheme.

38.1.2 Employees who have their performance assessed as 'Meets Expectations' or better will be advanced to the next pay-point within their classification level.

38.1.3 Accelerated pay-point progression is available for Employees consistently performing above or exceeding expectations commensurate with their level within ASADA and requires mandatory support from Managers/Directors.

38.2 Further information is available in the *Performance Management System – Performance and Career Enrichment Scheme Procedures*.

38.3 In addition to clause 38.1 on 1 July 2009 Employees (including non-ongoing Employees) will translate to the new salary structure. Transfer will be to the nearest step to accommodate the current salary payment at the time, or if this is not applicable to the next step above the current salary within the new salary grade. No Employee will be disadvantaged as a result of the translation to the new salary structure.

38.4 Employees translating to the temporary step above the new salary ranges at APS 4 or APS 5 classification grades will receive salary increases as set out in the Salary Ranges and Salary Points at Attachment 1.

38.5 Employees may request a review of their translation to the new classification level through the Director Human Resources.

39. Advancement to the Next Incremental Step Will Not Occur

- 39.1 There should be regular discussions between Manager and Employee throughout the performance management cycle so there are no surprises at the mid-cycle and end-cycle performance review. Managers must ensure that Employees who are not meeting Key Performance Requirements during the performance and development cycle are provided with an option to develop a Performance Improvement Plan during the cycle or reassess the Key Performance Requirements.
- 39.2 From July 1 2009 Employees who either:
- 39.2.1 do not complete and meet the requirements of the Performance Management System (currently the Performance and Career Enrichment Scheme) without reasonable cause: or
 - 39.2.2 are non-ongoing and have not met the requirements of clause 39.
- will not move to the next pay point within that classification salary range. These Employees will not be able to progress to another pay point within the classification salary range until the salary review occurs in the next year.
- 39.3 For the purposes of this clause, 'reasonable cause' refers to Employees absent from duty due to the following circumstances:
- 39.3.1 long term or frequent leave granted due to illness or injury;
 - 39.3.2 long service leave;
 - 39.3.3 compensation leave;
 - 39.3.4 maternity/adoption leave; or
 - 39.3.5 as otherwise determined by the Chief Executive Officer/Delegate.

40. Review of Assessment

- 40.1 If an Employee disagrees with the performance rating their Manager has recommended, they should firstly discuss this with their Manager. If the two parties still disagree, the Employee should discuss this with their Director.
- 40.2 During this process Employees may have an Employee representative to assist in the review of their assessment.
- 40.3 Should the review of assessment not be resolved between the parties the matter is to be referred to the Dispute Resolution Procedures as outlined in Part G of this Agreement.

SALARY ON PROMOTION, ENGAGEMENT, MOVEMENT OR RE-ASSIGNMENT

41. Salary on Promotion, Engagement or Temporary Movement

- 41.1 Unless otherwise determined by the Chief Executive Officer/Delegate (having regard to experience, qualifications and skills) where an Employee is:
- 41.1.1 promoted or engaged, salary will be payable at the minimum pay point of the relevant salary range.
 - 41.1.2 transferred at level to an ongoing or temporary movement basis from another APS agency, salary will remain the same; or
 - 41.1.3 their salary is above the top pay point of the relevant range as stated in Attachment 1, they will be paid at the top pay point; or
 - 41.1.4 their salary is below the top pay point of the relevant range as stated at Attachment 1, but not aligned with a pay point in the range, their salary will be paid at the next highest pay point in that range.

42. Temporary Re-assignment of Duties at a Higher Level and Higher Duties Allowance

- 42.1 Where an Employee is required to temporarily perform higher duties for a continuous period of 5 working days or more, and accepts the full responsibility and accountability that attaches to that job, the Chief Executive Officer, or Delegate, will approve an appropriate amount of Higher Duties Allowance for the entire period. The amount of Higher Duties Allowance is the difference between the Employee's salary at his or her substantive level and the pay point at which he or she is being paid for the higher duties. It is normally paid at the bottom pay point of the temporary re-assignment level range.
- 42.2 Where an Employee is required to temporarily perform higher duties that constitute only part of the responsibility and accountability that normally attaches to the higher level position ('partial performance') for a continuous period of 5 working days or more, the Chief Executive Officer/Delegate, may approve an appropriate amount of Higher Duties Allowance for the entire period. The amount of Higher Duties Allowance is based on a percentage allocated to the amount of responsibility and accountability being performed at the higher level. It is normally based at the bottom pay point of the temporary re-assignment level range.
- 42.3 An Employee who is receiving Higher Duties Allowance, and has approved paid leave or observes a public holiday within the approved period, will continue to receive the allowance during that absence. However, the period of Higher Duties will not start at the beginning of a leave period.

43. Salary Maintenance

- 43.1 At the discretion of the Chief Executive Officer/Delegate, an Employee moving to ASADA whose salary at the previous agency (current salary) exceeds the current maximum of the relevant classification or broadband in this Agreement, can be maintained on their current salary until such time as their salary is absorbed by ASADA salary increases.
- 43.2 Where an Employee's salary is maintained under this provision, salary increases set out in this Agreement will not apply until the relevant rate of pay in Attachment 1 equals or exceeds the Employee's maintained salary level.

44. Salary on Temporary Assignment of Duties at Senior Executive Level

Where non-SES Employees are required to temporarily perform work in Senior Executive Service roles they will be remunerated for the period of temporary assignment as determined by the Chief Executive Officer.

45. Correction to Salary on Commencement

The Chief Executive Officer/Delegate may determine the correct pay rate point to apply to a person's salary on commencement to correct any anomaly or misunderstanding that may have occurred.

46. Other Payments

ASADA may compensate Employees for any costs incurred in addition to what would reasonably be expected in their ordinary work. In determining this compensation, ASADA will have regard to the duration, nature and extent of the additional Employee costs and the measures (if any) taken by ASADA to alleviate these costs.

ALLOWANCES

47. Travel Allowance

- 47.1 All official travel must be approved by an authorised officer as defined in ASADA's financial delegations prior to departure.

47.2 Current rates for travel related allowances/expenses are listed in the *ASADA Travel Policy and Procedures*. The Chief Financial Officer will review and adjust, as necessary, in accordance with amounts issued by relevant government authorities.

48. Meal Break Allowance

48.1 If Employees are required to work additional duty for a continuous period of at least one hour outside the bandwidth which extends over a meal period, they will be paid a meal allowance in accordance with the *ASADA Travel Policy and Procedures*. For the purpose of this clause a meal period is:

Monday to Friday	6.30am – 7.00am 7.00pm – 7.30pm
Saturday, Sunday and Public Holidays	6.30am – 7.00am 12.30pm – 1.30pm 7.00pm – 7.30pm

48.2 If an Employee is required and authorised to work for more than five continuous hours without a break to meet specific operational requirements they will be paid a meal allowance. Regardless of the reason for a meal allowance the amount will be consistent with the current rate as specified in *ASADA's Travel Policy*. Authorisation for the payment of a meal allowance may be granted retrospectively.

49. Loss of, or Damage to, Clothing or Personal Effects

Where an Employee incurs loss of, or damage to, clothing or personal effects, and this loss or damage can be reasonably associated with the Employee's performance of their duties, the Director shall organise reimbursement.

WORKPLACE RESPONSIBILITY ALLOWANCES

50. First Aid Officers

Where an Employee possesses the required qualifications for first aid at the minimum accreditation standard of Senior First Aid Certificate (Level 2 or equivalent), has continuing expertise commensurate with that training and is appointed as a First Aid Officer by the Chief Executive Officer/Delegate, they will be paid a Workplace Responsibility Allowance at the rate of \$14 per week.

51. Fire Warden Allowance

Where an Employee has successfully undertaken relevant fire warden training and is appointed as a Fire Warden by the Chief Executive Officer/Delegate, they will be paid a Workplace Responsibility Allowance of \$9.50 per week.

52. Workplace Diversity Harassment Contact Officer Allowance

Where an Employee has successfully undertaken the relevant training and is appointed as a Workplace Diversity Harassment Contact Officer by the Chief Executive Officer/Delegate, they will be paid a Workplace Responsibility Allowance at the rate of \$9.50 per week.

53. Health and Safety Representative Allowance

Where an Employee has successfully undertaken the relevant training and is appointed as a Health and Safety Officer by the Chief Executive Officer/Delegate, they will be paid a Workplace Responsibility Allowance at the rate of \$9.50 per week.

OTHER ALLOWANCES

54. Health and Fitness Allowance

ASADA recognises that the health and fitness of its Employees is paramount to the operations of ASADA. As a consequence ASADA will make available a reimbursement of up to \$290 per financial year (including any fringe benefits tax amounts) for Employees covered by this

Agreement to be used for the purposes of health and fitness activities. Any such amounts will be managed in accordance with ASADA's *Health and Fitness Allowance Procedure*. This amount is not pro-rated for part-time Employees.

55. Enhanced Facilities

- 55.1 ASADA will provide all offices with Enhanced Facilities (for example, filtered water, coffee, tea, sugar and milk).
- 55.2 Employees requesting additional Enhanced Facilities should make a business case to the Director Human Resources for consideration.

56. CLASSIFICATIONS AND BROADBANDING ARRANGEMENTS

56.1 The following broadband groupings apply from the commencement of this Agreement:

- APS 1 and APS 2
- APS 3 and APS 4
- APS 5 and APS 6
- EL1
- EL 2

56.2 From 1 July 2009 the following ASADA levels will apply:

- ASADA Level 1 (APS Level 2)
- ASADA Level 2 (APS Levels 3 and 4 broadband)
- ASADA Level 3 (APS Levels 5 and 6 broadband)
- ASADA Level 4 (EL 1)
- ASADA Level 5 (EL 2)

56.3 Movement between steps within the ASADA levels may occur in the following ways:

- 56.3.1 on the basis of review in accordance with the ASADA Performance Management System (currently the Performance and Career Enrichment Scheme) in the Employee's current position;
- 56.3.2 by the assignment of new duties which reflect a higher work level standard within a broadband; or
- 56.3.3 the work undertaken is required by management at that level.

57. Review of Jobs against Work Level Standards

- 57.1 The Chief Executive Officer/Delegate may consider movements within the ASADA broadband levels and EL classifications on the basis of proposals from Directors that indicate significant changes in work value measured against the relevant work level standard and in some circumstances, significant changes in the capability of individuals.
- 57.2 Proposals to the Chief Executive Officer/Delegate from Directors for movement on the basis of significant changes in work value of a job or on the basis of significant changes in the capability of an individual will include an assessment of:
 - 57.2.1 duties performed against the ASADA Work Level Standards and the APS Integrated Leadership System; and
 - 57.2.2 the capacity of the relevant Employee to undertake the duties having regard to experience, qualifications and skills.
- 57.3 Movements on the basis of work value will only be considered where there have been significant and sustained changes in the work value and not on the basis of changes in work volume.

58. Movement between ASADA Levels

Where an Employee moves to ASADA from another Agency they will be engaged in accordance with the APS legislative framework. A movement to a part of a broadband with a higher equivalent APS classification is a promotion. Salary will be determined in accordance with clause 41 (salary on promotion, engagement, movement or re-assignment), clause 42 (salary on temporary re-assignment of duties at a higher level or HDA) or clause 43 (salary maintenance) as appropriate.

59. Work Level Standards

The ASADA Work Level Standards, as amended from time to time, will be used in a number of ways including:

- 59.1 development and maintenance of ASADA's establishment;
- 59.2 development of job descriptions;
- 59.3 development of selection criteria and other selection materials;
- 59.4 setting of an Employee's salary on engagement, promotion or movement to ASADA or assignment; and
- 59.5 learning and development strategies.

60. Peer Recognition Scheme

- 60.1 ASADA will support a peer recognition scheme throughout the life of this Agreement. This scheme is designed to encourage Employees to recognise and reward exceptional contributions by their colleagues whether individually, as teams or as working groups.
- 60.2 The Peer Recognition process will be developed in consultation with the Consultative Committee.

PART D – HOURS OF WORK AND FLEXIBILITY

61. This Agreement enhances the flexibility and choice available to Employees and Managers concerning working arrangements and patterns (e.g. agreed patterns of attendance, flextime arrangements and regular part-time work), with responsibility for decisions regarding these issues devolved to Directors.
62. Directors are responsible for monitoring work patterns and minimising the extent to which Employees are required to work excessive hours. Where work pressures are such that these Employees are likely to work excessive hours over a short period, the Director will in consultation with the Employee and supervisor where appropriate, review workloads and priorities and jointly establish an appropriate strategy for addressing the situation.
63. It is in the interest of ASADA and its Employees that workloads and working hours are not excessive and that working arrangements are flexible, to ensure that Employees can maintain a healthy balance between work and other aspects of their lives.

64. Business Hours

ASADA's official business hours are between 9.00am and 5.00pm Monday to Friday.

65. Ordinary Hours of Work

- 65.1 Ordinary hours of work for full-time Employees are 150 hours over the four week settlement period based on a 7 hour 30 minute day worked.
- 65.2 A part-time Employee's ordinary hours of work are as agreed between the Director and Employee. Part-time Employees are eligible to accrue flextime for the duty performed in excess of the agreed hours of duty over the settlement period.

66. Pattern of Hours

- 66.1 The pattern of hours by which Employees meet their ordinary hours of duty is a matter of agreement between the Director and his or her staff. However, an Employee will not normally be expected to work more than:
 - 66.1.1 ten hours ordinary time on any day; and
 - 66.1.2 five consecutive hours without a meal break of at least 30 minutes.
- 66.2 Where this does occur the additional duty and time in lieu provisions at clause 72 (flextime credits) and clause 77 (overtime) and meal allowance provisions at clause 48 may apply.

67. Operation of the Bandwidth

- 67.1 The bandwidth of hours in which an Employee may work their ordinary hours are 7.00am to 7.00pm Monday to Friday.
- 67.2 Where an Employee requests to work outside this bandwidth, e.g. on Saturday or Sunday, he or she may do so with the agreement of his or her Director. Any hours worked on this basis will be considered ordinary hours and not attract overtime rates.

68. Recording Attendance

APS 2 – 6 (from 1 July 2009 ASADA Levels 1 – 3) are required to record their working hours, including arrival and departure times and any breaks each day. Employees are required to use ASADA's flexsheet and store their flexsheet in a Work Group designated folder so that it is accessible to the Director at all times. An electronic or paper copy of the flexsheet will be submitted to the Director at the end of each settlement period.

69. Doping Control Officers (DCO)

- 69.1 DCOs are entitled to the same terms and conditions as other Employees within ASADA, subject to the provisions of this clause.
- 69.2 DCOs will work a twenty-eight day roster (the Roster Period) with ordinary hours between 7.00am – 9.00pm seven days a week (the DCO Span of Ordinary Hours).
- 69.3 The roster is determined by the Testing Support Manager in consultation with each DCO prior to the commencement of each Roster Period, subject to the following principles:
- 69.3.1 DCOs have eight standard rostered days off (RDOs) in each Roster Period;
 - 69.3.2 As the standard rostered days off substitute for the DCOs weekend, as far as possible the RDOs should be consistent from week to week and should be scheduled in four lots of two consecutive days;
 - 69.3.3 DCOs receive an additional RDO to compensate for any public holiday that occurs during the roster Period with the exception of Easter Saturday. These additional RDOs may be scheduled at any stage during the Roster Period;
 - 69.3.4 The roster can only be changed with the agreement of the DCO and the Testing Support Manager. The roster cannot be changed less than 2 weeks in advance; and
 - 69.3.5 The Roster Period will commence on the Monday immediately following the commencement of this Agreement and continue in four week cycles until the completion of this Agreement subject to consultation as stated in clause 69.3.
- 69.4 The rostered days off substitute for the DCO's weekends and public holidays. If a DCO is required to work on a rostered day off they will receive payment at penalty rates as follows:
- 69.4.1 time and a half for the first 3 hours of work on the first, third, fifth and seventh standard RDOs, substituting for a DCO's Saturdays, and then double time thereafter;
 - 69.4.2 double time for work on the second, fourth, sixth and eighth standard RDOs, substituting for a DCO's Sundays;
 - 69.4.3 time and a half for any hours of work on an additional RDO, substituting for a DCO's public holiday, within the span of hours;
 - 69.4.4 double time for any hours of work on an additional RDO, substituting for a DCO's public holiday, outside their span of hours; and
 - 69.4.5 DCOs may accrue additional flex-time, in lieu of these payments, which will accrue and be taken at the relevant penalty rate.
- 69.5 Any overtime payment made will not count as salary for superannuation purposes.
- 69.6 In recognition of the DCO span of ordinary hours (including working on weekends and public holidays) and for the inconvenience of split, irregular and unpredictable testing sessions, full-time DCOs will receive an annual allowance of \$7,000.
- 69.7 Any DCO who undertakes other Agency duties will have their annual allowance reduced in line with the proportion of their time spent on those other duties. The reduction reflects the fact that, by undertaking other duties, these Employees will be able to work proportionally more within ASADA's span of ordinary hours than the DCO span of ordinary hours. This will be monitored by the Testing Support Manager to ensure that they are not undertaking more of their DCO work outside of the span of ordinary hours than they are being compensated for.

70. Flextime

- 70.1 Flextime is a formal system of flexible working hours arrangements that enables Employees to vary their patterns and arrangements to provide maximum organisational flexibility with benefit to staff.
- 70.2 Managers and Employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flextime and flex leave, into their overall approach to work planning to provide maximum benefits to Employees and ASADA.
- 70.3 The flextime system is generally provided for APS 1 - 6 Employees in jobs that do not require attendance at pre-determined times to meet client service needs.

71. Executive Levels

- 71.1 EL1 and EL2 levels would not normally access formal flextime arrangements from 1 July 2009.
- 71.2 Executive Level Employees have an important role in assisting ASADA to achieve its outputs. In recognition of this, remuneration for these categories of staff already includes:
 - 71.2.1 that hours of duty for this group are not regular or categorised for the purposes of additional duty or ordinary duty; and
 - 71.2.2 the special demands expected of this group.
- 71.3 Acknowledging that the remuneration of these Employees includes an element of compensation for additional hours, the Senior Executive equivalent may approve time off *with pay* to recognise the extended hours. Such an arrangement will not be unreasonably withheld by the Senior Executive equivalent.

72. Flextime Credits

- 72.1 Employees may accumulate flex credits over a 4 week settlement period (150 hours). Employees may carryover flextime credits or debits into the next settlement period, subject to clause 74.2. Employees with available credits may access them as flex leave subject to clause 74.2 with the prior agreement of the Manager for absences within work time hours. Such an arrangement will not be unreasonably withheld.
- 72.2 The following flex time arrangements will apply:
 - 72.2.1 An Employee may not carry over more than 40 hours of flextime credit at the end of a settlement period.
 - 72.2.2 An Employee may carry over a maximum of 15 hours flex debit accumulated in any one settlement period into the next settlement period:
 - (i) Where the maximum debit is exceeded at the end of the settlement period, the Employee will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period; and
 - (ii) Should this not occur, the amount by which the maximum debit is exceeded shall be treated as leave without pay and an appropriate deduction made from the Employee's pay.
 - (iii) An Employee may take up to 5 days of flex leave in one settlement period.
- 72.3 Directors have a responsibility to ensure that Employees are productively employed and manage their hours of work so that Employees do not build excessive flex credits without the opportunity to access flex leave. Where work pressures are such that an Employee is approaching, or has reached or exceeded, a flex credit of 40 hours, the

Employee and his or her Director will develop a plan to reduce his or her flex credit to less than 40 hours over the next settlement period.

72.4 Subject to operational limitations, including the availability of work stations where job sharing arrangements are involved, part-time Employees may access flextime arrangements on a pro rata basis, subject to agreement with his or her Director.

72.5 Upon commencement of this Agreement, an Employee's existing flex credits or debits will be transferred to the Employee's flex balance.

73. Flex Balances at Cessation

Prior to cessation of employment, Directors should provide opportunities to enable Employees to balance any flex credits or debits. Employees should also take all reasonable steps to balance their flex debit or credit. Where any flex debits are outstanding at cessation, these should be recovered as part of the termination payment.

74. Reversion to Standard Hours

74.1 Access to flexible working conditions will not apply in circumstances where, following reasonable written warning which outlines the details of an emerging concern:

74.1.1 an Employee's Director considers the Employee's attendance is unsatisfactory;
or

74.1.2 an Employee's Director considers that an Employee is misusing the arrangements.

74.2 In the situation described in clause 74.1 access to flexible working arrangements will be restored where a Director is satisfied that the Employee's attendance is satisfactory.

75. Regular Part-time Work

75.1 Where consistent with operational requirements, and subject to the agreement of the relevant Director, ASADA will support applications from Employees wanting to work on a regular part-time basis.

75.2 A part-time Employee is one whose regular hours of work are less than 75 hours over a 2-week period. Ordinary hours of work for part-time Employees, unless otherwise agreed between the Employee and his or her Director, will be continuous and no less than 3 hours per day on any day worked by the Employee. A meal break will not be regarded as breaking the continuity of hours of work.

75.3 Remuneration and other benefits for part-time Employees will be calculated on a pro rata basis apart from those allowances of a reimbursement nature, where part-time Employees will receive the same amount as full-time Employees.

75.4 Employees returning directly from Maternity Leave, Parental Leave or Adoption Leave will be provided with access to regular part-time work upon application. This entitlement will be available for two years from the date of birth or, in the case of adoption, from the placement date of the child. The Employee may choose to return to full-time work within that period. If they do so, any subsequent changes to working hours will be by agreement between the Employee and their Director.

75.5 A part-time Employee and his or her Director may by agreement, vary regular hours of work. Similarly, part-time working arrangements may be terminated by agreement between an Employee and his or her Director.

75.6 The Senior Executive or an Employee may initiate the introduction of part-time employment. Full-time Employees will not be required to convert to part-time hours without their agreement.

75.7 At the conclusion of an Employee-initiated part-time arrangement, the Employee will revert to full-time work, unless an extension is agreed to by the Employee and his or her Director. An Employee may revert to full-time work before part-time arrangements conclude where agreed between the Employee and his or her Director.

76. Employees Travelling on Official Duty

76.1 Where an Employee travels on official duty on any day, the Employee is regarded as working 7 hours 30 minutes per day. The Employee should record a maximum period of 7 hours 30 mins on their flex form in respect of each day or part of a day the Employee is travelling on official duty.

76.2 In recognition of additional time that an Employee may spend outside the standard bandwidth or outside standard hours, Directors may approve reasonable time off in lieu at ordinary hour rates and not at overtime rates.

77. Overtime

77.1 Overtime means work performed at the prior direction of management by Employees at or below APS 6 level that is:

77.1.1 in excess of 10 hours on any one day (Monday to Friday inclusive); or

77.1.2 outside the bandwidth; or

77.1.3 performed on weekends or public holidays.

77.2 Flextime will generally be used to meet operational requirements within the bandwidth hours. However, it is recognised that operational requirements will on occasion require an Employee to be directed to work outside the bandwidth of hours or in excess of 10 hours on any one day. Accordingly, an Employee will make himself or herself available for reasonable overtime, with the right to refuse unreasonable overtime.

77.3 Employees at Executive Level are not generally entitled to overtime. However, the Chief Executive Officer/Delegate may approve either additional duty payments or time in lieu for excess hours worked where considered appropriate and outside the bandwidth range.

77.4 Time Off in Lieu (TOIL) is the standard form of recompense for overtime. Directors may approve payment for overtime in certain circumstances. An example would be where a Manager and Employee agree it is unlikely that an Employee will be able, or has been unable, to take TOIL within 3 months of the overtime having been worked or where the Employee incurs costs as a result of having to work overtime.

77.5 Where Overtime is worked recompense (whether payment or TOIL) is calculated at the following rates:

- Monday to Saturday: Time and a half for the first 3 hours of overtime worked each day and double time thereafter.
- Sunday: Double time.
- Public Holiday: Double time and a half for duty.

77.6 Where a period of additional duty is not continuous with ordinary duty, the minimum additional duty payment is four hours at the relevant rate. Where the period of additional duty is greater than four hours, payment will be made for the actual period worked at the relevant rate.

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

77.8 Where an APS level 2-6 Employee is called into work to meet an emergency outside the span of hours they will be paid for the period of work and any time necessarily spent in

travelling to and from work at the rate of double time. The minimum payment for such work will be 2 hours at double time.

77.9 Where an Employee worked Overtime he or she will be entitled to an 8-hour break plus reasonable travelling time before recommencing work.

78. Resignation

ASADA requires Employees to give a reasonable period of notice of intention to resign from their employment. As a minimum ASADA requires a period of 2 weeks notice prior to the last day on duty. Employees must not make a resignation to take effect on a public holiday. Where a reasonable period of notice is not given, the Employee may be directed to take annual leave or leave without pay until the expiration of the reasonable period of notice, and final monies will not be paid until the expiration of the reasonable period of notice.

PART E – LEAVE ARRANGEMENTS

GENERAL CONDITIONS

79. Non-approval of Leave

Where an Employee has had a formal application for leave rejected, the Director will advise the Employee of the reason(s) for the decision in writing, including reasons relating to operational requirements. The Director, the Employee and, where the Employee requests, a representative will meet to consider alternative arrangements if required.

80. Public Holidays during Leave

Payment for the public holiday will be made at the employee's substantive pay rate (full or part-time rate) whichever applies, if leave is taken at either side of the public holiday.

81. Recognition of Prior Service

81.1 Where an Employee joins ASADA from an employer staffed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999* or from the ACT Government Service, accrued Annual Leave and Personal/Carer's leave (however described) will be transferred provided there is no break in continuity of service.

81.2 The Chief Executive Officer will approve the transfer of accrued annual leave liabilities and personal/carers leave for Employees from other public authorities or bodies of the Commonwealth as defined by the *Long Service Leave (Commonwealth Employees) Act 1976*, provided there is no break in continuity of service. Any break in service must not be more than two calendar months for the service to be recognised.

81.3 The conditions applying to these accrued credits of leave and any future entitlements to Annual Leave and Personal Leave shall be those prevailing at ASADA.

82. Leave Without Pay

Absences which do not count as service (such as leave without pay) totalling more than 25 working days reduce the accrual of leave in a manner proportionate with the period of absence. Absences less than 25 working days do not impact on the accrual of leave.

83. Blood Donation

Where Employees take time to donate blood during working hours, this time will be considered as time on duty. There is no need to use flex credits or other leave for this purpose.

84. Public Holidays

Consistent with the *Workplace Relations Act* Employees will observe all public holidays as gazetted by the Commonwealth and the relevant state or territory government, and an additional two days between Christmas and New Year. Examples of public holidays observed include:

- New Year's Day (or substitute);
- Australia Day (or substitute);
- Good Friday and the following Saturday and Monday;
- ANZAC Day (or substitute);
- the relevant Queen's birthday observance day;
- the relevant labour day or equivalent;
- Christmas Day (or substitute);
- Boxing Day (or substitute)

85. ANNUAL LEAVE

85.1 The purpose of annual leave is to provide Employees with the opportunity for a reasonable break from work. Therefore it is important that Employees take leave within

a reasonable period of its accrual, and that leave planning is an integral part of work planning and task allocation for Directors.

85.2 The taking of annual leave is subject to the approval of Managers/Directors.

Entitlement

85.3 Employees are entitled to the equivalent of four weeks (150 hours) for each completed full year worked accruing on a pro-rata basis for each completed month of service. Annual leave may be taken in minimum amounts of one hour.

85.4 Annual leave will accrue on a pro-rata basis for part-time Employees.

85.5 Annual leave may be taken in advance of the entitlement date up to a maximum of 10 days. Where this occurs, an Employee's entitlement is reduced by the amount of any leave so advanced.

Direction to Take Annual Leave

85.6 Employees who have more than two years annual leave credit may be directed to take annual leave, provided at least one month's notice is given. The Employee must take annual leave if directed to do so.

85.7 The Employee may be directed to be on annual leave (and be absent from the workplace) for which ever is lesser of:

- 10 consecutive working days;
- a period of time equal to one quarter of their annual leave credits at the time of direction: or
- through a discussed and agreed planned leave statement.

85.8 An Employee may apply to defer taking the leave defined in clause 85.6 for up to one year from an agreed date.

Purchased Leave

85.9 Where it is agreed by a Director that an Employee participate in the purchased leave scheme, the Employee may purchase from one to four weeks purchased leave per year. The additional leave will be paid for by the Employee's salary being reduced by the amount of additional leave and shall apply for one year only. All requests to purchase additional leave must be in writing to the Employee's Director in the first instance and cannot be revoked during the period of operation.

85.10 Purchased leave will count for service for all purposes. The Employee's salary for superannuation purposes continues to be their salary as if they had not purchased leave.

Illness While on Annual Leave

85.11 If an Employee is ill during annual leave, the period of illness may be claimed by the Employee as personal leave, subject to the same terms and conditions that apply to personal leave.

Payment of Annual Leave on Retirement, Resignation, Termination of Employment or Death

85.12 Where an Employee ceases employment with the APS, the Employee will receive payment in lieu of unused annual leave credits. Payment will be calculated using the Employee's final rate of salary, including allowances that would have been included in the Employee's salary during a period of annual leave.

85.13 Following the death or presumed death on a particular date of an Employee, the amount that the former Employee would have been entitled to receive on cessation of employment by resignation or retirement will be paid to the deceased's estate.

Special Availability

85.14 Without limiting the general entitlement under clauses 85.3 to 85.5, an Employee may access annual leave where they have a long term illness and have exhausted other paid leave entitlements.

86. PERSONAL LEAVE

86.1 Ongoing Employees will be credited with an entitlement of 20 days, or the part time equivalent, Personal Leave at full pay on engagement and on each anniversary thereafter. Non-ongoing Employees will accumulate 20 days (or part time equivalent) personal leave credits at full pay each year. Unused personal leave credits are not paid out on separation.

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

86.2.1 where aggregated full day absences total 25 working days or less the accrual is not affected.

86.2.2 where aggregated full day absences total more than 25 working days the accrual date will be deferred by one calendar month for each 25 working day period.

86.3 Non-ongoing Employees are entitled to 20 days personal leave on a pro rata basis based on the term of the contract period.

86.4 Employees must advise their Manager as soon as possible of their absence or their intention to be absent.

86.5 It is expected that personal leave will be granted to an Employee by his or her Manager in the following circumstances:

86.5.1 where an Employee is ill or injured;

86.5.2 to care for members of his or her family or household who are ill;

86.5.3 where a member of their family or household is injured or affected by an unexpected emergency;

86.5.4 for compelling personal reasons, including family responsibilities;

86.5.5 to attend preventative health consultations for self and/or those in Employee's care; or

86.5.6 to move house.

86.6 For the purpose of personal leave, 'family responsibilities' shall mean responsibilities of the Employee for any person who is clearly dependent on the Employee for care, support and attention.

86.7 Personal leave will not be debited where an Employee is medically unfit for duty or required to undertake carer's responsibilities on a public holiday which the Employee would otherwise have observed.

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

86.9 Medical certificates from registered health practitioners will be accepted for the purpose of personal illness or injury, unless ASADA has sought independent medical advice resulting in a different diagnosis and/or prognosis. Where it is not practicable to provide a medical certificate, a statutory declaration made by the Employee will be accepted.

86.10 The Chief Executive Officer/Delegate may approve the conversion of personal leave to half pay for an Employee for a specified absence where warranted.

- 86.11 A minimum 2 days per occasion of unpaid personal leave will be granted where paid personal leave credits are exhausted. An Employee may take the period of leave as single period of two days or any separate periods where agreed by the Director and the Employee. Continuous unpaid personal leave to a total of 26 weeks with appropriate medical documentation, will count as service for all purposes. Any further continuous periods of unpaid personal leave will not count as service except for long service leave purposes.
- 86.12 Employees, who while on Annual or Long Service Leave, are medically unfit or are required to undertake carer's responsibilities for more than one day and produce medical evidence, may apply for personal leave. Annual and long service leave will be re-credited to the extent of the period of personal leave approval.
- 86.13 Employees are unable to access personal leave while on paid parental leave.
- 86.14 An Employee will not, without his or her consent, be retired on invalidity grounds before the Employee's full pay personal leave has expired.
- 86.15 An Employee will not have their employment terminated on invalidity grounds before his or her personal leave credits have been exhausted without their consent.
- 86.16 An Employee, who has his or her APS employment terminated on the grounds of invalidity, and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976*, is entitled to be credited with personal leave equal to the balance of personal leave at the time of termination.
- 86.17 Unused personal leave will not be paid out on termination of employment.

87. LONG SERVICE LEAVE

- 87.1 Long Service Leave is available after 10 continuous years of service to enable an extended absence from the workplace for the purpose of rest, recreation and the pursuit of personal interests. Long Service Leave will accrue and be available to eligible Employees in accordance with the *Long Service leave (Commonwealth Employees) Act 1976*.
- 87.2 The minimum period of any approved Long Service Leave will be seven calendar days with the granting of such leave subject to operational requirements.
- 87.3 Periods of Long Service Leave cannot be broken with periods of annual leave, flex leave or leave without pay except as provided for by the *Maternity Leave (Commonwealth Employees) Act 1973* and the personal leave provisions of this Agreement.
- 87.4 Provisions for the recognition of prior service for Long Service leave purposes are set out in the *Long Service Leave (Commonwealth Employees) Act 1976*.

PARENTAL LEAVE

88. Maternity Leave

- 88.1 Maternity leave is available to Employees in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*. Employees will also receive an additional 2 weeks paid leave.
- 88.2 In order to provide for more flexible provisions for maternity leave, employees have the option to spread the payment of paid maternity leave over a period of up to 28 weeks at a rate of no less than half normal salary. The 14 weeks of maternity leave count as service for all purposes.
- 88.3 Special maternity leave will operate in conjunction with entitlements under the *Maternity Leave (Commonwealth Employees) Act 1973*.

89. Parental (Partner) Leave

- 89.1 Within 12 months of the birth or adoption of a child under six years of age, an Employee who is the child's non-primary carer and stands in a domestic or household relationship with the child is entitled to be granted 3 weeks paid miscellaneous leave and unpaid miscellaneous leave up to a total of 52 weeks.
- 89.2 The Chief Executive Officer/Delegate may approve spreading the period of paid leave over a maximum period of 6 continuous weeks at a rate no less than half normal pay.

90. Adoption leave

- 90.1 Following adoption approval, an employee who is the primary carer of the child is entitled to 14 weeks of paid adoption leave where:
- 90.1.1 the employee has completed at least 12 months of eligible service;
 - 90.1.2 the adoptive child must be no more than six years of age on the day of placement;
 - 90.1.3 the adoptive child must not have previously lived with the employee for a period of six months or more before the day of placement; and
 - 90.1.4 the adoptive child must not be a child or step-child of the employee or the employee's partner.
- 90.2 The Chief Executive Officer/Delegate will approve spreading the period of paid leave over a maximum period of 28 continuous weeks at a rate no less than half normal pay.
- 90.3 Employees in the process of adopting a child may take up to 2 days paid leave (under miscellaneous leave provisions) to attend any interviews or examinations required to obtain adoption approval.

91. COMPASSIONATE LEAVE

- 91.1 Employees will be granted 2 days paid compassionate leave on each occasion that a member of his or her family, or household, contracts or develops:
- 91.1.1 a personal illness that poses a serious threat to his or her life; or
 - 91.1.2 sustains a personal injury that poses a serious threat to his or her life; or
 - 91.1.3 dies; or
 - 91.1.4 other compassionate reasons on a case by case basis.
- 91.2 Employees may take the period of leave as a single period of 2 days or any separate period which the Director and Employee agree.
- 91.3 The Employee may be required to provide evidence of the illness, injury or death in support of the request for leave and the nature of the relationship between the person and Employee or set of circumstances on a case by case basis. If the incident occurs while the Employee is on Annual Leave, Personal Leave or Long Service Leave, the leave may be re-credited to the extent of the compassionate leave granted.

92. BEREAVEMENT LEAVE

It is expected that a Director will grant leave with pay of a maximum of 3 days to an Employee on the occasion of the death of a member of the Employee's family or household, close friend, partner or a person who was clearly dependent on the Employee for care, support and attention. This clause operates in addition to the compassionate leave clause.

93. MISCELLANEOUS LEAVE

93.1 The intention of miscellaneous leave is to provide flexibility to Managers and Employees by providing leave that may be made available, either with or without pay, for a variety of reasons.

93.2 Miscellaneous leave may be granted by the Director having regard to the operational needs of ASADA, including for the purposes that the Director considers to be in the interests of ASADA.

93.3 Leave may be approved:

93.3.1 for the period requested or for another period;

93.3.2 with or without pay;

93.3.3 to count for service for a purpose or purposes subject to the Employee resuming duty at the cessation of the leave;

93.3.4 not to count for service; and

93.3.5 subject to conditions.

94. MISCELLANEOUS LEAVE WITH PAY

Miscellaneous leave with pay may be approved by the Senior Executive or equivalent, but not limited to, the following circumstances:

- study leave;
- conference attendance;
- requirement to undertake jury service;
- parental (partner) leave;
- adoption leave;
- participation in major international sporting events;
- participation in State Emergency Service activities;
- community service;
- leave for Executive Level 1 and 2 Employees in recognition of extended hours worked;
- at the start of a long-term foster-care placement;
- to attend or prepare for AIRC proceedings involving ASADA;
- attendance at industrial proceedings when summonsed as a witness; and
- in recognition of extraordinary circumstances, including but not limited to the involvement of ASADA Employees in state of emergency situations such as bushfires, floods and earthquakes.

95. MISCELLANEOUS LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYEES

ASADA recognises the obligations placed on Aboriginal and Torres Strait Islander Employees to participate in ceremonial activities and other cultural obligations. To allow Employees to meet obligations and participate in activities, the following leave provisions are provided:

95.1 two days leave with pay each year to participate in NAIDOC Week activities or other cultural or ceremonial events under the miscellaneous leave provisions; and

95.2 three months unpaid leave each year under the miscellaneous leave provisions to fulfil cultural obligations. This leave will not count as service for any purposes.

96. LEAVE WITHOUT PAY (LWOP)

96.1 Leave without pay may be approved by the Senior Executive, or equivalent, but not limited to, the following circumstances:

- days of cultural or religious significance for Employees, for which LWOP will only be refused for compelling operational reasons;
- adoption leave;
- personal and development training;
- accompanying a partner on a posting;
- non-APS employment which is in the interests of ASADA; and
- other purposes where other types of paid leave have been exhausted.

96.2 Leave without pay will not count as service for any purpose with the following exceptions:

96.2.1 leave for personal and development training; and

96.2.2 leave for non-APS employment which is in the interests of ASADA.

96.3 Employees must resume duty with ASADA at or before the expiration of the above 2 leave exceptions to count as service.

96.4 Leave Without Pay (LWOP) totalling 25 working days or less in a year shall count as service for the purposes of Annual Leave, Personal Leave and Long Service Leave credits. When the total period of LWOP exceeds 25 working days in a year, the entire period of LWOP does not count as service for the purposes of annual Leave, Personal Leave and Long Service Leave credits and the leave credits will then be adjusted accordingly.

97. UNAUTHORISED ABSENCES

Periods of unauthorised absence do not count as service for any purpose. 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, the Employee will revert to standard working day hours (ordinary hours) during business hours.

98. DEFENCE RESERVES LEAVE

98.1 It is generally expected that Defence Reserve leave will be granted to Reserves when appropriate notice is received from the Australian Defence Force, detailing the period of attendance required of the Employee.

98.2 The provision of 20 working days leave on full pay each year is available to Defence Reserves undertaking defence service. An additional 2 weeks paid leave will be granted to allow for a Reserve to attend recruit or initial-employment training.

98.3 Additional leave for Defence Reserve service may be granted on an unpaid basis.

98.4 Defence Reserve leave with pay will count as service for all purposes.

98.5 Periods of unpaid Defence Reserves leave that are 6 months or less will count for service for all purposes.

98.6 Periods of unpaid Defence Reserves Leave that are in excess of 6 months will count for service for purposes other than the accruing of Annual Leave.

98.7 Reservists will not be required to pay back their tax-free Reserve salary to ASADA in any circumstances.

98.8 Reservists are required to provide written evidence of their attendance for Defence service.

PART F – WORKFORCE MANAGEMENT

99. TERMINATION OF EMPLOMENT

99.1 Where an ongoing Employee is to have his or her employment terminated, the provisions of Section 29 of the PS Act shall be applicable.

99.2 Where procedures outlined in this Agreement may lead to termination of employment on any of the allowable grounds under section 29 of the PS Act those procedures must be followed before an ongoing Employee's employment may be terminated.

100. Right of Review

100.1 The sole and exhaustive rights and remedies of an Employee in relation to termination of employment are those that the Employee has under:

100.1.1 Division 4 of Part 12 of the Workplace Relations Act;

100.1.2 the Public Service Act; and

100.1.3 other Commonwealth laws (including the Constitution).

100.2 Termination of, or a decision to terminate, employment cannot be reviewed under the review actions frameworks or dispute resolution procedure outlined in this Agreement.

100.3 Nothing in this Agreement prevents the Chief Executive Officer from terminating the employment of an Employee for serious misconduct, without further notice or payment in lieu, in accordance with subsection 661(1)(c) of the Workplace Relations Act, subject to compliance with the procedures established by the Chief Executive Officer for determining whether an Employee has breached the Code of Conduct under section 15 of the PS Act.

100.4 Non-ongoing Employees and Employees whose employment is terminated during the probationary period are excluded from coverage under Part 12 Division 4 of the Workplace Relations Act..

101. SEPARATION FROM THE AUSTRALIAN PUBLIC SERVICE

101.1 Where an Employee resigns on a public holiday, they will be deemed to have resigned on the last working day prior to the public holiday.

101.2 Where an Employee dies whilst in employment, or the Chief Executive Officer has directed that an Employee is presumed to have died on a particular date whilst in employment, the Chief Executive Officer will, subject to legal requirements, authorise the payment of the amount to which the former Employee would have been entitled had he or she ceased employment by resignation or retirement.

102. REDEPLOYMENT, REDUCTION AND RETRENCHMENT (RRR)

102.1 These provisions only apply to ongoing Employees who are in excess and not on probation and have more than one year's service.

102.3 Throughout the application of the following provisions:

102.3.1 the Chief Executive Officer will take all reasonable steps, consistent with the efficient management of ASADA, to transfer an excess Employee to a suitable vacancy at an equal classification level within ASADA or in another APS agency; and

102.3.2 an Employee and where the Employee chooses, their representative may raise issues concerning a retrenchment situation directly with his or her Director.

103. Excess Employees

103.1 An Employee is 'excess' when:

103.1.1 they are included in a group of Employees (at a particular classification level) within ASADA comprising a greater number than is necessary for the efficient and economical working of ASADA;

103.1.2 due to technological or other changes in the work methods of ASADA, or structural or other changes in the nature, extent or organisation of the functions of ASADA, the services of the Employee cannot be effectively used; or

the duties usually performed by the Employee are to be performed at a different locality and the Employee is not willing to perform those duties at the new locality, and the Chief Executive Officer has determined that the provisions of this clause may apply to that Employee.

104. Consultation Process

104.1 When the Chief Executive Officer is aware that an Employee(s) is likely to become excess to requirements, the Chief Executive Officer will at the earliest practicable time advise the Employee(s) and other Employees within the relevant work unit, of the situation.

104.2 Discussions with the potentially excess Employee(s) or, where an Employee requests, with the Employee's representative, will be held to consider:

104.2.1 measures which might be taken to reduce the incidence of an Employee becoming excess;

104.2.2 redeployment opportunities for the Employee(s) concerned, including identifying whether the Employee(s) seeks redeployment; and

104.2.3 whether voluntary retrenchment might be appropriate and whether the Employee(s) wants to be offered voluntary retrenchment.

104.3 The Chief Executive Officer may, prior to the conclusion of these discussions, invite Employees who are not potentially excess Employees to express interest in voluntary retrenchment, where those retrenchments permit the redeployment of Employees who are potentially in excess. The Chief Executive Officer will not advise an Employee that he or she is excess until the discussions referred to in clause 103 (Excess Employees) have occurred. The period of these discussions will not exceed one month (or lesser period as agreed).

104.4 Where discussions occur in accordance with clause 104.3 (above) and the matter remains unresolved after the consultation process has been exhausted, the parties to the disagreement may agree to pursue mediation as the means of resolving the disagreement. Both parties to the disagreement will participate in the mediation process in a spirit of cooperation.

105. VOLUNTARY RETRENCHMENT

105.1 Where the Chief Executive Officer invites an excess Employee to do so, the Employee will have one month to elect to be voluntarily retrenched. The Chief Executive Officer will not give notice of termination under Section 29 of the Public Service Act on the grounds that the Employee is excess to requirements before the end of that period or until such election is received (in circumstances where the election is received before the end of that period).

105.2 Where an Employee has not already received the following information within that month, he or she must be provided information on the:

105.2.1 amount of severance pay;

105.2.2 amount of payment in lieu of notice;

- 105.2.3 amount of paid up leave credits;
- 105.2.4 amount of accumulated superannuation contributions;
- 105.2.5 options open to the Employee concerning superannuation; and
- 105.2.6 taxation rules applying to the various payments.

106. Financial Assistance

Employees considering voluntary retrenchment also have access to financial assistance up to \$450 (including GST) for financial counselling in addition to counselling provided under the Employee Assistance Program.

107. Period of Notice

- 107.1 Where the Employee agrees to be voluntarily retrenched and the Chief Executive Officer approves his or her termination under Section 29 of the PS Act, the required notice of termination will be given. The period of notice will be 4 weeks (or 5 weeks for an Employee over 45 years of age with at least 5 years continuous service).
- 107.2 Where an Employee retires or is retrenched at the beginning of, or within the notice period, he or she will receive payment in lieu of notice for the unexpired portion of the notice period.

108. Severance Benefit

- 108.1 An Employee who agrees to be voluntarily retrenched, and is terminated by the Chief Executive Officer under Section 29 of the PS Act on the grounds that the employee is excess to requirements, is entitled to be paid a severance benefit of a sum equal to 2 weeks for each completed year of service, plus a pro rata payment for completed months of service since the last completed year of service, with the minimum sum payment being 4 weeks and the maximum being 48 weeks salary.
- 108.2 For earlier periods of service to count there must be no breaks between the periods of service, except where:
 - 108.2.1 the break is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the Employee before ceasing employment with the preceding employer; or
 - 108.2.2 the earlier period of service was with the APS and ceased because the Employee was deemed to have resigned from the APS on marriage under the then Section 49 (as repealed in 1966) of the *APS Act 1922*.
- 108.3 The severance benefit will be calculated on a pro rata basis for any period where an Employee worked part-time hours during their period of service and the Employee has less than 24 years service.
- 108.4 Subject to clause 108.5 service for severance pay purposes means:
 - 108.4.1 service in ASADA;
 - 108.4.2 Government service as defined in Section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*.
 - 108.4.3 Service with the Commonwealth (other than service with a Joint Commonwealth-State body or body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - 108.4.4 Service with the Australian Defence Forces;

108.4.5 APS service immediately preceding deemed resignation under the then Section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*, if the service has not previously been recognised for redundancy pay purposes; and

108.4.6 Service in another organisation where an Employee was transferred from the APS to that organisation with a transfer function; or an Employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

108.5 Absences from work which do not count as service for any purpose will not count as service for severance pay purposes. Additionally, any period of service which ceased through termination on any of the following grounds or on a ground equivalent to any of the following grounds:

- (a) the Employee lacks, or has lost, an essential qualification for performing his or her duties;
- (b) non-performance, or under performance, of duties;
- (c) inability to perform duties because of physical or mental incapacity;
- (d) failure to satisfactorily complete an entry level training course;
- (e) failure to meet a condition imposed under subsection 22(6) of the *Public Service Act*;
- (f) a breach of the Code of Conduct;
- (g) on a ground equivalent to those listed under the repealed *Public Service Act 1922*;
- (h) through voluntary retrenchment at or above the minimum retiring age applicable to the Employee; or
- (i) 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.

109. Rate of Payment – Severance Benefit

For the purpose of calculating any payment under clause 108 (Severance Benefit) the salary will include:

109.1 the Employee's salary;

109.2 higher duties allowance, where the Employee has been receiving the allowance for a continuous period of at least 12 months immediately preceding the date on which he or she is given notice of termination; and

109.3 other allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

INVOLUNTARY RETRENCHMENT

110. Retention Periods

110.1 An Employee who is offered Voluntary Retrenchment and does not accept the offer will be involuntarily terminated by the Chief Executive Officer under Section 29 of the *Public Service Act 1999* after the following relevant retention period has elapsed:

110.1.1 Thirteen months where an Employee has 20 or more years of service or is over 45 years of age; or

110.1.2 Seven months for other Employees.

- 110.2 An Employee who has rejected Voluntary Retrenchment in favour of serving the relevant retention period will not be entitled to payment of a severance benefit.
- 110.3 An excess Employee will not be retrenched involuntarily where the Employee:
- 110.3.1 has not been invited to elect to be voluntarily retrenched; or
 - 110.3.2 has elected to be voluntarily retrenched but the Chief Executive Officer has refused to approve it.
- 110.4 The retention period will commence on the earlier of the following:
- 110.4.1 the day the Employee is advised in writing by the Chief Executive Officer that he or she is an excess Employee; or
 - 110.4.2 one month after the day on which the Chief Executive Officer invites the Employee to elect to be voluntarily retrenched.
- 110.5 During the retention period the Chief Executive Officer will continue to provide appropriate training and take all reasonable steps to find alternative employment for the excess Employee, including consideration of options such as redeployment and reduction of classification.
- 110.6 The retention period as provided for in this Agreement will be extended by periods of leave for personal illness or injury, where supported by acceptable medical evidence.
- 110.7 The excess Employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.
- 110.8 Where the Chief Executive Officer believes there is insufficient productive work available for an excess Employee during the retention period the Chief Executive Officer may, with the agreement of the Employee, terminate the Employee's employment under Section 29 of the Public Service Act and pay the balance of the retention period as a lump sum.
- 110.9 An excess Employee will be given 4 weeks notice (or 5 weeks notice for an Employee over 45 years of age with at least 5 years of continuous service) where it is proposed that he or she will be involuntarily terminated under Section 29 of the Public Service Act. Wherever possible, the Notice Period will be concurrent with the Retention Period.

REDUCTION IN CLASSIFICATION

111. Redeployment Options

- 111.1 During a retention period the Chief Executive Officer:
- 111.1.1 will continue to take reasonable steps to find alternative employment for the excess Employee; and/or
 - 111.1.2 may, with 4 weeks notice, reduce the excess Employee's classification as a means of securing alternative employment for the excess staff member.
- 111.2 Where an excess Employee is reduced in classification before the end of the appropriate retention period, he or she will continue to be paid at their previous level for the balance of the retention period.

PART G – DISPUTE RESOLUTION

112. Resolving Workplace Issues

112.1 It is agreed to work cooperatively to address any workplace issues that may arise by:

112.1.1 promptly addressing the issues as far as is practicable at the work group level, discussing them in an open and honest way; and

112.1.2 seeking to resolve the issues wherever possible without recourse to third parties, though an Employee may choose to be accompanied, guided, assisted or advised by a person(s) of his or her choice in accordance with clause 13.3 (Employee Representation). Where an Employee so chooses, he or she will inform his or her Manager.

112.2 On request an Employee will be provided with written reasons for a decision by a Manager concerning his or her employment.

113. Fair Treatment

113.1 Where a disagreement arises over decisions or actions affecting an Employee(s) every effort should be made to resolve the matter through discussions between the relevant Manager and the Employee(s) concerned.

113.2 Where those discussions fail to resolve the matter, an Employee(s) may refer the matter to the next level of management for resolution or to a higher level of management in exceptional circumstances.

114. Review of Employment Actions

114.1 Employees may access both informal and formal processes to resolve a matter in the workplace. These processes complement the dispute resolution procedures in this Agreement and review of action provisions in the Public Service Act.

114.2 Where a matter is raised by Employee(s) for resolution, which is consistent with the issues contemplated by the review of actions provisions in Section 33 of the Public Service Act and Part 5 of the Public Service Regulations, then the matter, will be dealt with under those provisions rather than the dispute process outlined below. Where the right of review provided by the Public Service Act and the Regulations is exercised, and does not fail for want of jurisdiction and ASADA has complied with any recommendation from the Merit Protection Commission, the employee will have no right of review with respect to that matter under clause 114.

115. Dispute Resolution Procedures

115.1 Where disagreements arise over the interpretation or implementation of this Agreement, work will normally continue in accordance with established practice at the workplace while the procedure outlined below is applied. An Employee will not be required to work in an unsafe environment where a genuine safety issue is involved. In such cases, alternative work arrangements will be introduced until the issue is resolved.

115.2 More specifically, where such disagreements arise, the following procedure will apply:

115.2.1 the Employee(s) will discuss the matter with his or her Manager; and

115.2.2 if the matter is not resolved at that level further discussions will be arranged involving more senior levels of management; and

115.2.3 the Manager or Employee may be accompanied or assisted by a person of his or her choice during these discussions.

115.3 If the matter remains unresolved after the consultation process has been exhausted, the parties to the disagreement undertake to pursue mediation as the means of resolving the

disagreement. Both parties to the disagreement will participate in the mediation process in a spirit of cooperation.

115.4 If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace level or through agreed independent mediation, and all agreed steps for resolving it have been taken, the dispute may be referred by either party to the Australian Industrial Relations Commission (AIRC), or its successor, such other third party as may be agreed by the parties to the dispute, for resolution by conciliation in the first instance and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the AIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which in the opinion of the AIRC are necessary to make the arbitration necessary.

115.5 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, or where either or both parties to the dispute have not made genuine attempts to resolve the matter by mediation and/or conciliation.

115.6 Any decision or direction the AIRC makes in relation to the dispute, including procedural directions, shall be accepted by all affected persons, and as result of arbitration shall be accepted by the parties as settlement of the dispute and will be complied with, subject to either party exercising a right of appeal against the decision to a Full Bench.

116. Resolving Health and Safety Issues

Wherever possible, disputes arising in relation to the ASADA Occupational Health and Safety Agreement will be promptly resolved at the workplace level. Where this is not possible, the dispute may be referred to more senior levels of management, including the Chief Executive Officer. Where this cannot be solved locally, the dispute resolution procedures set out in this Section will apply.

PART H – FORMAL ACCEPTANCE OF THIS AGREEMENT

By signing below the employer and the union bound by the Agreement signify their agreement to its terms.

On behalf of the Australian Sports Anti-Doping Authority

**Mr Richard Ings
Chief Executive Officer and Chair
6/5 Tennant Street
Fyshwick Act 2609**

.....

Full Name & Address of Approved person

Signature

Date

On behalf of the Community and Public Sector Union

**Ms Nadine Flood
Deputy Secretary CPSU
Level 1, 40 Brisbane Avenue
Barton ACT 2600**

.....

Full Name & Address of Approved person

Signature

Date

ATTACHMENT 1 – Salary Ranges and Salary Points

	<i>ASADA July 2007</i>	On commencement 4.3%	1 July 2009 4.3%	New ASADA Levels	New Salary Structure 1 July 2009	1 July 2010 4.3%	1 July 2011 4.3%	Comments		
APS 1	\$30,776 \$35,512	\$32,099 \$37,039	\$33,480 \$38,632	ASADA Level 1	N/A N/A	N/A N/A	N/A N/A	APS 1 classification deleted from 1 July 2009		
APS 2	\$35,513 \$44,903	\$37,040 \$46,834	\$38,633 \$48,848		\$41,368 \$43,799 \$46,230 \$48,848	\$43,147 \$45,682 \$48,218 \$50,948	\$45,002 \$47,647 \$50,291 \$53,139			
APS 3	\$44,904 \$54,294	\$46,835 \$56,629	\$48,849 \$59,064		ASADA Level 2	\$50,460 \$52,480 \$54,500	\$52,630 \$54,737 \$56,844		\$54,893 \$57,090 \$59,288	Position review required to progress to next step ** Applies to staff transferred to this rate at the time of introduction of new salary structure
APS 4	\$54,965 \$62,002	\$57,328 \$64,668	\$59,794 \$67,449			---\$56,601--- \$59,794 \$61,594 \$63,623 \$65,750 **\$67,449	---\$59,035--- \$62,365 \$64,243 \$66,359 \$68,577 **\$70,349		---\$61,573--- \$65,047 \$67,005 \$69,212 \$71,526 **\$73,374	
APS 5	\$62,003 \$69,039	\$64,669 \$72,008	\$67,450 \$75,104	ASADA Level 3		\$67,450 \$69,119 \$71,047 \$73,230 **\$75,104	\$70,350 \$72,091 \$74,102 \$76,379 **\$78,333	\$73,375 \$75,191 \$77,288 \$79,663 **\$81,702		
APS 6	\$69,711 \$76,079	\$72,709 \$79,350	\$75,835 \$82,762			---\$75,835--- \$77,844 \$80,144 \$82,762	---\$79,096--- \$81,191 \$83,590 \$86,321	---\$82,497--- \$84,683 \$87,185 \$90,033		
EL 1	\$76,080 \$82,447	\$79,351 \$85,992	\$82,764 \$89,690			ASADA Level 4	\$87,130 \$89,544 \$92,225 \$94,961	\$90,877 \$93,394 \$96,191 \$99,044	\$94,784 \$97,410 \$100,327 \$103,303	
EL 2	\$83,117 \$109,260	\$86,691 \$113,958	\$90,419 \$118,858				ASADA Level 5	\$98,500 \$105,267 \$112,702 \$118,858	\$102,736 \$109,793 \$117,548 \$123,969	

ATTACHMENT 2

SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH A DISABILITY

1. Workers Eligible for a Supported Wage

- 1.1 These provisions define the conditions which 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 these provisions, the following definitions will apply:

Supported wage system means the Commonwealth government system to promote employment for people who cannot work at full wages because of a disability, as documented in “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.

2. Eligibility Criteria

- 2.1 Employees covered by these provisions will be those who are unable to perform the range of duties of 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.
- 2.2 These provision do not apply to any existing Employee who has a claim against the employer 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 their employment.
- 2.3 These provision also do not apply in respect of any facility, program, undertaking, service or the like which receives funding under the *Disability Service Act 1966* 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 s. 10 of s. 12A of that Act or if a part only has received recognition, that part.

3. Supported Salary Rates

Employees to whom these provisions apply shall be paid the applicable percentage of the salary prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (Clause 4)	% of prescribed salary *
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

* Provided that the minimum amount payable shall be not less than the applicable Supported Wage minimum rate as determined by the AIRC or such other organisation that may be authorised by legislation to determine this rate from time to time

^ When an Employee's assessed capacity is 10%, they shall receive a high degree of assistance and support.

4. Assessment of Capacity and Lodgement of Assessment Instrument

4.1 For the purpose of establishing the percentage of the salary 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 documentation in an assessment instrument.

4.2 All assessment instruments under the conditions of these provisions, including the appropriate percentage of the Agreement wage to be paid to the Employee, shall be:

4.2.1 lodged by the Chief Executive Officer with the Register of the AIRC; and

4.2.2 agreed and signed by the parties to the assessment.

5. 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 shall be in accordance with the procedures for assessment under the Supported Wage System.

6. Other Employment Conditions

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

7. Workplace Adjustment

Where the Chief Executive Officer employs a person under the provisions of this Attachment, he or she shall 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, work organisation and special furniture where applicable, in consultation with the Director and other Employees in the relevant work area.

8. Trial Period

8.1 In order for an adequate assessment of the Employee's capacity to be made, the Chief Executive Officer 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 4 weeks) may be needed.

- 8.2 During that trial period, the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 8.3 The minimum amount payable to the Employee during the trial period shall be no less than \$56.00 per week.
- 8.4 Where the Chief Executive Officer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further period of engagement shall be entered into based on the outcome of assessment under Clause 5 of this Attachment.