

**DEPARTMENT OF FINANCE AND DEREGULATION
ENTERPRISE AGREEMENT 2011 – 2014**

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Formal acceptance of this Agreement

This Agreement is made under section 172 of the *FW Act*. By signing below, the parties to the Agreement signify their agreement to its terms:

Dated

.....

David Tune
Secretary, Department of Finance and Deregulation

For, and on behalf of, the Commonwealth

Dated

.....

Name

On behalf of the Community and Public Sector Union (CPSU)

Dated

.....

Name

On behalf of the Media Entertainment and Arts Alliance (MEAA)

Dated

.....

Name

On behalf of the Transport Workers' Union (TWU)

Definitions

The following words have these meanings in this Agreement unless the contrary intention appears.

Term	Definition
Agreement	The Department of Finance and Deregulation Enterprise Agreement 2011 – 2014.
APS	Australian Public Service.
Casual Employee	An APS Employee who is not ongoing, and is employed for duties that are irregular or intermittent, whose hours of duty are defined as ‘as required’, as determined by Section 22(2)(c) of the PS Act.
COMCAR	A discrete business unit within Finance that has responsibility for the provision of car-with-driver services to clients as approved by Government from time to time.
COMCAR Driver	A Finance Employee engaged to perform driving duties within COMCAR.
Consultation	Means: <ul style="list-style-type: none"> • providing Employees and, where they choose, their representatives with relevant information and a bona fide opportunity to influence the decision-making process before the decision is made; and • explaining decisions that have been made, including the matters that were considered in coming to those decisions and how the views of Employees and their representatives were taken into account.
Dedicated Driver	An Ongoing Driver who is designated by COMCAR to drive for a particular Office Holder until otherwise notified to the contrary by the Secretary.
Continuous service	With the exception of continuous service for redundancy pay, which will be as set out at clause 200, 201, 237, continuous service is to be calculated in the same manner as the period which an Employee has been employed continuously in Government service is calculated under the provisions of the <i>Long Service Leave (Commonwealth Employees) Act 1976</i> .
EL	Executive Level Employees.
Employee	An Employee of Finance eligible to be covered by this Agreement, and engaged under and within the meaning of the <i>Public Service Act 1999</i> .

Employer	Means the Secretary of Finance, on behalf of the Commonwealth of Australia.
Excess Employee	An Employee is 'excess' when the Secretary determines: <ul style="list-style-type: none"> • they are identified as being included in a group of Employees in Finance, comprising a greater number than is necessary for the efficient and economical working of Finance; • due to technological or other changes in the work methods of Finance, or structural or other changes in the nature, extent or organisation of the functions of Finance, 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 Secretary has determined that the Employee is excess to Finance's requirements.
FWA	Fair Work Australia.
FW Act	<i>Fair Work Act 2009.</i>
Finance	The Department of Finance and Deregulation.
HDA	Higher Duties Allowance.
Highest Pay Point	For APS 1 - 5 level Employees: <ul style="list-style-type: none"> • the last pay point within each classification salary structure. For APS 6 - EL 2 level Employees: <ul style="list-style-type: none"> • the last pay point within each classification salary structure before the Zone of Discretion. There is no automatic pay point progression past this point.
Immediate Family	Immediate family member is a relation by: <ul style="list-style-type: none"> • blood; • marriage (in law); • de facto partner (including same sex partner); • adoption; • fostering or traditional kinship; or • a parent, child, grandparent, grandchild or sibling of the Employee's spouse or de facto partner. Immediate family member also includes a former de facto partner and a former spouse.
Manager	A Manager is an Employee's Director (EL 2) or Assistant Secretary (in the case of EL 2 Employees) or equivalent, unless otherwise determined by the Secretary.

Maximum Guidepoint	<p>The highest salary available within the salary structure of the APS 6 - EL 2 classifications.</p> <p>Progression to the maximum guidepoint is not automatic, and is subject to approval by the Secretary.</p>
Medical Evidence	A certificate or report provided by a Registered Health Practitioner, or if it is not reasonably practicable for the Employee to give the employer a medical certificate – a statutory declaration made by the Employee attesting to the medical condition suffered by the Employee and the time the Employee was/is likely to be incapacitated for work.
Minimum Guidepoint	The base and commencement salary point for each classification salary structure.
Non-ongoing Employee	An APS Employee who is not ongoing, and is employed for a specified term or for the duration of a specified task, as determined by section 22(2b) of the PS Act.
Ongoing Driver	A COMCAR Driver engaged at the commencement of this Agreement on an ongoing basis under the PS Act.
Ordinary hours	For full time Employees, other than Ongoing Drivers, 7 hours and 30 minutes per day (37.5 hours per week) or, for part-time Employees, the hours specified in their part-time work agreement.
Pay Point Advancement	The movement through the pay points within the salary range for a classification.
PS Act	The <i>Public Service Act 1999</i> .
PS Regulations	The <i>Public Service Regulations 1999</i> .
PSSap	Public Sector Superannuation accumulation plan.
Registered Health Practitioner	Means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).
Salary	An Employee's base rate of pay, excluding employer-paid superannuation (which is subject to relevant superannuation scheme rules).
Standard Hours	Ordinary hours (of 7 hours and 30 minutes per day for full time Employees) to be worked from 8.30am to 12.30pm and 1.30pm to 5.00pm, or the agreed pattern of hours of part-time Employees without exception.

the Secretary	The person performing the functions of Agency Head of Finance.
TOIL	Time Off In Lieu.
Zone of Discretion	The Salary zone between the Highest Pay Point and the Maximum Guidepoint in the relevant APS 6 - EL 2 classification salary range.

Scope of the Agreement

1. Agreement title

This Agreement, made under section 172 of the FW Act shall be known as the Finance Enterprise Agreement 2011 – 2014.

2. Parties to the Agreement

The parties to this Agreement are the:

- Secretary of Finance;
- Employees of Finance;
- Media, Entertainment and Arts Alliance (MEAA);
- Community and Public Sector Union (CPSU); and
- Transport Workers Union (TWU).

3. Coverage

This Agreement applies to all Employees, other than members of the Senior Executive Service and those who are party to an Australian Workplace Agreement (AWA).

4. Duration of this Agreement

This Agreement will come into effect (commence) seven days after approval by FWA, and will nominally expire on 30 June 2014.

5. No extra claims

From the commencement of this Agreement, a party to the Agreement or an Employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

6. Individual flexibility arrangements

The Secretary and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- the arrangement deals with one or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - remuneration; and/or
 - leave;
- the arrangement meets the genuine needs of Finance and the Employee in relation to one or more of the matters listed above; and
- the arrangement is genuinely agreed to by Finance and the Employee.

The Secretary must ensure that the terms of the individual flexibility arrangement:

- are about permitted matters under section 172 of the FW Act;
- are not unlawful terms under section 194 of the FW Act; and
- result in the Employee being better off overall than the Employee would be if no arrangement was made.

The Secretary must ensure that the individual flexibility arrangement:

- is in writing;
- includes the name of the employer and the Employee;
- is signed by the Secretary and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
- includes details of:
 - the terms of the Agreement that will be varied by the arrangement;
 - how the arrangement will vary the effect of the terms;
 - how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

The Secretary must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed.

The Secretary or Employee may terminate the individual flexibility arrangement:

- by giving no more than 28 days written notice to the other party to the arrangement; or
- if the Secretary and Employee agree in writing — at any time.

7. Parties agree to meet

To maintain the integrity of the agreement reached between the parties to the Agreement, the parties agree to meet and confer about a relevant matter where:

- any clause in this Agreement is removed; or
- a party to the Agreement receives advice that a clause in this Agreement is not enforceable; or
- amendments to legislation or regulations undermine the operation of a clause to this Agreement or make it unenforceable.

8. Comprehensive Agreement

This Agreement operates to the exclusion of awards. Other Commonwealth laws concerned with employment continue to apply according to their terms. This legislation includes:

- *Disability Discrimination Act 1992*;
- *Fair Work Act 2009*;
- *Long Service Leave (Commonwealth Employees) Act 1976*;
- *Maternity Leave (Commonwealth Employees) Act 1973*;
- *Occupational Health and Safety Act 1991*;
- *Public Service Act 1999*;
- *Racial Discrimination Act 1975*;
- *Safety Rehabilitation and Compensation Act 1988*;
- *Sex Discrimination Act 1984*;
- *Superannuation Act 1976*;
- *Superannuation Act 1990*;
- *Superannuation Act 2005*;
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990*; and
- *Superannuation Productivity Benefit Act 1988*.

9. Policies, guidelines and further information

Any policies, guidelines or further information referred to in this Agreement are not incorporated into and do not form part of this Agreement. Policies, guidelines and further information are in place to support the operation of this Agreement and may be varied from time to time. Policies and guidelines that alter Employee entitlements will be made or varied by agreement of the parties to the Agreement following consultation.

If there is any inconsistency between the policies, guidelines, further information, and the express terms of this Agreement, the express terms of the Agreement will prevail to the extent of any inconsistency.

10. Delegations

The Secretary may delegate his or her powers under this Agreement, as provided in the HR Delegations.

Salary and related matters

Salary

Further information is available in the Finance Remuneration Policies.

11. Salary on commencement

The salary structure on commencement of this Agreement is that described at Attachment A.

Subject to clause 25, a Salary increase of 3 per cent will be effective from the commencement of the first full pay period following the commencement of this Agreement (refer clause 4).

12. Salary on transition from AWA

Where an Employee has received an annual Salary increase and Pay Point Advancement in accordance with a Finance AWA, he or she will transition into the salary structure at Attachment A at his or her existing pay point.

13. Annual Salary increase

An annual Salary increase of 3 per cent will apply with effect from 19 July 2012, and 18 July 2013, subject to clause 25.

14. Salary scales

The rates of Salary payable at each classification level and for COMCAR Drivers are set out at Attachment A.

15. Part-time Employees

Salary for part-time Employees will be calculated on a pro-rata basis (based on the proportion of full time equivalent hours worked).

16. Casual Employees

Employees engaged on a casual basis will receive a 25 per cent loading in lieu of leave (excluding long service leave) and public holidays in addition to their hourly rate of Salary. In accordance with the National Employment Standards, a Casual Employee that:

- is a long term casual employee immediately before making the request (i.e. employed for at least 12 months); and
- has reasonable expectation of continuing employment on a regular and systematic basis.

is entitled to:

- request flexible work arrangements; and
- unpaid parental leave provisions.

All Casual employees will have access to the following unpaid leave entitlements, in accordance with the National Employment Standards:

- two days unpaid carers leave and two days compassionate leave per occasion (this extends to unpaid bereavement leave as defined under this Agreement); and
- community service leave.

17. Supported Salary rates for Employees with a disability

Employees who are eligible for a supported Salary in accordance with the Supported Wage System will be paid the applicable percentage of the relevant Salary rate (provided at Attachment A) for the work value performed, provided the amount payable will not be less than the minimum rate provided in the Supported Wage System.

The rate paid will accord with the Employee's assessed capacity. For example, where an Employee has an assessed capacity of 30 per cent they will be entitled to 30 per cent of the prescribed Salary rate.

18. Payment related matters

Employees, other than casual COMCAR Drivers, will be paid fortnightly, based on the following formula:

Fortnightly pay = annual Salary x 12 divided by 313.

Casual COMCAR Drivers will be paid weekly.

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

19. Pay Point Advancement

Employees with salaries below the Highest Pay Point in their relevant classification may advance one pay point, subject to satisfactory performance (refer to clause 25), that is, receiving a rating of 'effective' or greater:

- effective from the commencement of the first full pay period following the commencement of this Agreement (refer clause 4); and
- for subsequent pay point advancement (where appropriate) on the commencement of the second full pay period of each subsequent July.

20. Accelerated Pay Point Advancement

The Secretary may determine that an Employee may move more than one pay point at a time. For example, the Secretary may consider a greater movement where an Employee's performance has been of a very high standard over a prolonged period.

21. Eligibility for Pay Point Advancement

An Employee will be eligible for Pay Point Advancement at their substantive classification level only if they:

- commenced at the substantive classification (or on temporary duties at a higher classification level) prior to 1 January in the same performance cycle; and
- received a performance rating of 'effective' or greater at the end of the annual performance cycle.

If an Employee commenced with Finance prior to 1 January in the same performance cycle and is promoted prior to 8 April, he or she will be eligible for Pay Point Advancement at his or her new substantive classification level.

The Secretary may determine an Employee is eligible for Pay Point Advancement in other circumstances.

22. Salary not aligned to a pay point

Where an Employee's salary falls between pay points within their relevant classification, the rate of Pay Point Advancement will be an amount equivalent to the percentage difference between the next highest pay point, and the pay point above the next highest pay point. Salary adjusted in accordance with this clause will not progress beyond the Highest Pay Point for the relevant classification.

23. Advancement within the Zone of Discretion

Where an Employee is on the Highest Pay Point or has a salary within the Zone of Discretion for his or her classification level, the Secretary may determine an increase within the Zone of Discretion or to the Maximum Guidepoint within the substantive classification salary range. Any advancement is subject to satisfactory performance (refer to clause 25), that is, receiving a rating of 'effective' or greater. Other factors that may also be taken into account by the Secretary in determining this movement include the skills and experience of the Employee.

24. Advancement beyond the Zone of Discretion

Where an Employee's salary is above the Maximum Guidepoint the Secretary may determine a higher salary for that Employee.

25. Ineligibility for annual Salary and Pay Point Advancement

An Employee who receives a 'Requires Development' performance rating at the end of the performance cycle will be subject to a Performance Improvement Plan (PIP) and will be ineligible for an annual salary increase and Pay Point Advancement until such time as his or her performance is rated as satisfactory (that is effective or greater). In this case, increases will not be backdated.

26. Salary payable on engagement, promotion and movement

Unless otherwise determined by the Secretary, salary will be payable in accordance with the following table:

Type of movement and circumstance	Pay point
Promoted or engaged	Minimum Guidepoint of the relevant salary range
Promoted - where the Employee's former substantive Salary was at, or above, the Minimum Guidepoint applicable to the new classification	The next highest pay point in the salary range
Transferred on an ongoing or temporary movement basis from another APS agency – and the Salary aligns with a pay point	Salary is matched
Transferred on an ongoing or temporary movement basis from another APS agency – and the Salary is below the Highest Pay Point, but not aligned with a pay point, above the Minimum Guidepoint	The next highest pay point in the salary range

Transferred on an ongoing or temporary movement basis from another APS agency at the APS6 - EL 2 level – and the Salary is above the Highest Pay Point but below the Maximum Guidepoint	Salary is matched
Transferred on an ongoing or temporary movement basis from another APS agency – and the Salary is above the Maximum Guidepoint for APS6 - EL 2 Employees, or above the Highest Pay Point for APS1 - APS5 Employees	Salary is matched and frozen until Maximum Guidepoint (APS6 - EL 2) or Highest Pay Point (APS1 - APS5) of relevant Salary range catches up

In considering a salary payment arrangement other than set out in the above table, the Secretary will have regard to the Employee’s qualifications, skills and experience.

The Secretary may determine the correct pay point to apply to an Employee's salary on commencement to correct any anomaly or misunderstanding that may have occurred on commencement.

Superannuation

27. Superannuation accumulation funds

Finance will make compulsory employer contributions as required by the applicable legislation and fund requirements. The employer contribution will apply to the Employee’s ordinary time earnings (OTE) as defined in the superannuation guarantee law.

Where employer contributions are to an accumulation fund the employer contribution will be no less than 15.4 per cent of OTE. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

An OTE employer superannuation contribution will continue to be paid on behalf of an Employee during any period/s where an Employee is on paid leave. Employer superannuation contributions will not be paid on behalf of an Employee during periods of unpaid leave that do not count as service (with the exception of parental LWOP), unless otherwise required under legislation.

Superannuation choice will be limited to complying superannuation funds that allow Employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by Finance’s payroll system.

28. Superannuation salary payment – Employees with arrangements in place prior to commencement of the Agreement

This clause applies only to Employees who had an existing superannuation salary payment arrangement in place under a previous Finance employment framework.

Where an Employee has an existing arrangement to reduce the percentage of superannuation contributions made to the superannuation fund of choice, to no less than the minimum percentage of superannuation contributions provided for by the *Superannuation Guarantee*

(Administration) Act 1992 and to be paid as salary the difference between the superannuation contribution paid and an amount equivalent to the 15.4 per cent employer contribution, they are entitled to continue this arrangement under this Agreement.

This salary payment or allowance, (as defined by the Australian Taxation Office), will be reduced at the nominated contribution rate to cover superannuation contributions.

29. Variation to superannuation salary

The Secretary may make an individual flexibility arrangement (in accordance with clause 6) to vary an Employee's superannuation salary to retain an Employee whose superannuation fund is the Commonwealth Superannuation Scheme (e.g. to address a 54/11 arrangement).

30. Superannuation allowance

The Secretary may pay a superannuation allowance, where Finance is no longer permitted to pay employer contributions to the employee's superannuation fund (due to the employee's age). The superannuation allowance will be equivalent to the amount Finance would have paid if the employee was entitled to receive employer superannuation contributions, less any contribution amount accepted to the employee's superannuation fund.

Salary sacrificing

31. Access to salary sacrificing

Employees may access salary sacrificing arrangements, and may sacrifice up to 100 per cent of their available salary. This includes the option of Salary sacrificing to superannuation for casual Employees. Employees are encouraged to seek independent financial advice prior to entering into a salary sacrificing arrangement. Further information is available in the Finance Salary Sacrifice Policy.

32. Fringe benefits tax

Any fringe benefits tax incurred by individual Employees as a result of salary sacrificing arrangements will be met by the individual Employee.

Allowances, payments and related provisions

General allowances and payments

Further information is available in the Finance Allowance Policy.

33. Allowances for part-time Employees

Allowances for part-time Employees will be calculated on a pro-rata basis (based on the proportion of full time equivalent hours worked), apart from allowances of a reimbursement nature, where a part-time Employee will receive the same amount as a full time Employee.

34. Loss of, or damage to, clothing or personal effects reimbursement

Where an Employee incurs loss of, or damage to, clothing or personal effects, and this loss or damage occurred in the course of the Employee's performance of his or her duties, the Secretary may approve reimbursement for loss or damage to clothing or personal effects, provided the cost is in excess of \$20.

35. First aid officer allowance

Where an Employee possesses the required qualifications for first aid as determined by the Secretary, has a continuing expertise commensurate with that training, and is appointed as a first aid officer by the Secretary, he or she will be paid first aid officer allowance. First aid officer allowance is paid at a rate of \$22 per fortnight.

36. Departmental Liaison Officer allowance

An Employee who performs the duties of Departmental Liaison Officer (DLO), is entitled to be paid an allowance at the annual rate of \$16,350 in recognition of the long hours of duty expected, and in lieu of overtime payments, flex-time, TOIL and meal provisions.

37. Meal provisions

If an Employee other than a COMCAR Driver is required to work more than 10 hours on any one day, the Employee's Manager will source and provide the Employee with a meal at Finance's expense. The Manager will ask staff about their choice of meal where practicable.

38. Reimbursement of family care costs

Where an Employee is required at short notice to work additional hours outside of their ordinary hours to undertake high priority work, the Secretary may reimburse reasonable additional costs in relation to family care arrangements that result from the requirement to be at work.

39. Treatment of allowances

A table indicating the treatment of allowances for particular purposes is at [Attachment B](#).

COMCAR administrative Employee allowances

40. COMCAR roster allowance

COMCAR administrative Employees working set roster arrangements will be entitled to an annual roster allowance at the annual rate specified below (pro-rata for part-time Employees), in lieu of shift penalties paid fortnightly:

Role and Classification	Annual Rate
Reservations Officer (APS 3)	\$12,930
Allocations Officer (APS 4)	\$15,580
Team Leader (APS 5)	\$10,880

Where an Employee seeks to reduce their availability to work all shifts in the roster and this request can be accommodated, the allowance will also be reduced in recognition of the lower level of shift penalties foregone.

Employees in receipt of roster allowance will be entitled to flex-time provisions and overtime for work performed in addition to the normal and regular rostered hours.

COMCAR administrative Employees receiving roster allowance who are required to work on a public holiday or on an annual closedown day will be granted a day in lieu. Employees rostered off on a public holiday or annual closedown day will also be granted a day in lieu.

At the completion of a five-night shift an Employee will not be required to work until they have had a 24-hour break.

Roster changes, which reflect changing departmental needs, will be implemented in consultation with Employees. Employees will generally be given 14 days notice of a roster change, where possible.

41. COMCAR operational allowance

Where the Secretary requires a COMCAR administrative Employee to regularly perform work outside the bandwidth and on weekends in relation to operational requirements, including VIP visits and depot duties, the Employee will receive a COMCAR operational allowance at the annual rate of \$13,120.

Where a COMCAR administrative Employee performs only VIP duties or depot duties (not both) the annual rate of operational allowance will be \$5,620.

Employees in receipt of COMCAR operational allowance will not attract overtime or meal provisions for work outside the bandwidth or on weekends in relation to VIP visits and/or depot duties. Employees will be entitled to flex-time provisions.

This allowance will be paid on a fortnightly basis.

42. COMCAR Supervisor driving allowance

Where the Secretary requires a COMCAR administrative supervisor to regularly perform driving duties, the Employee will be entitled to an allowance at the annual rate of \$8,240. This allowance will be paid on a fortnightly basis.

Travel

43. Travel rates

Payment of travel related costs will normally be on a 'reasonable and actual costs incurred' method to ensure that work-related travel delivers the best business outcomes for Finance. Wherever possible Finance will prepay accommodation and transportation costs. Where prepayment is not possible reimbursement will be made as soon as possible.

COMCAR Drivers will receive a travel allowance for travel related to special events.

Employees will not be out of pocket for the reasonable costs of accommodation, meals, incidentals and other expenses incurred. Further information is found in Finance's Chief Executive Instructions and Operational Guidelines.

44. Overpayment of travel payments

Where an overpayment occurs, the amount of the overpayment will be reimbursed to Finance to reflect the official travel actually undertaken, in accordance with the Finance Chief Executive Instruction for debt management and recovery.

45. Illness while travelling

Where an Employee falls ill or is injured while travelling on official business and subsequently takes leave, the Secretary may determine that all reasonable return journey costs will be provided to the Employee on their return home, where necessary.

46. Recognition of travel time

Where an Employee is required to undertake official travel, all time spent journeying en-route will be recorded as work hours and will attract:

- Flex-time for APS 1-6 Employees, including travel on weekends; and
- TOIL for EL Employees in accordance with clause 86.

The amount of time ordinarily spent travelling to and from work should be excluded from the travel time recorded.

47. Motor Vehicle Allowance

Motor Vehicle Allowance (MVA) is payable where an Employee is approved to use a private car for official purposes.

Where an Employee seeks, and is approved to use, a private vehicle instead of the most efficient means of travel as determined by Finance, the reimbursement will not exceed the cost of the most efficient means of travel.

The MVA rate will be equivalent to the rate per kilometre as advised through an approved subscription service.

International postings

48. Selection

Employees may be posted internationally to meet Finance's priority operational needs. Postings will make best use of Finance's skilled Employees, and where possible take into account the career and personal interests of the Employee. The selection process for international postings will be determined by the Secretary, based on the principle of merit.

49. Employment entitlements

The employment entitlements for Employees posted overseas will be consistent with whole of government overseas entitlements. The Secretary may determine supplementary terms and conditions for Employees on posting, where required.

50. Public holiday entitlement

Employees posted overseas will only be entitled to public holidays in the relevant state/country in which they are posted.

Where the number of public holidays available to an Employee during a calendar year at post would be less than the minimum Australian entitlement under the FW Act, the Employee may, with the approval of the Secretary, access an additional public holiday or holidays, as observed in Australia, up to the minimum entitlement provided at clause 92.

Relocation assistance

Further information is available in Finance's Relocation Assistance Policy.

51. Access for existing APS Employees

The Secretary may approve access to relocation assistance where Finance initiates a permanent relocation (including transfer or promotion) of an Employee, or the relocation is in the interests of Finance.

Reimbursement of reasonable receipted costs in relation to travel, temporary accommodation and other associated expenses will be limited to:

- \$3,270 for an Employee without a spouse, partner or dependant;
- \$5,450 for an Employee with a spouse, partner or one dependant; and
- \$8,720 for an Employee with two or more other people, provided they are a spouse, partner and/or a dependant (documentary evidence may be requested by Finance).

Reasonable storage and removal costs will also be reimbursed.

The Secretary retains the discretion to approve the reimbursement of relocation expenses that exceed these limits.

The Secretary may also determine that an Employee will be paid relocation assistance for long-term temporary relocations in lieu of travel allowance.

52. Requested move

Relocation or temporary transfer at the request of the Employee may only attract relocation assistance at the discretion of the Secretary.

53. Access for new Employees

Relocation assistance for reasonable costs can be negotiated on engagement, such as transport and removal, and temporary accommodation in the new location. In accordance with the merit principle, an applicant's home location will not be a factor in selecting candidates for an advertised position.

54. Repayment of relocation assistance

Where an Employee who receives relocation assistance and does not proceed with the relocation, or leaves Finance employment voluntarily or is terminated due to misconduct

within 12 months of the date of relocation, the Secretary may determine that the Employee reimburse all, or a proportion of, any relocation assistance already paid by Finance.

Restriction payment

55. Restriction eligibility

The Secretary may approve the provision of a restriction payment to an individual or group of Employees where there is a requirement to be contactable and available to work for a specified period outside the standard bandwidth. Restriction payment will be limited to Employees who perform corporate support roles which require regular and ongoing rostered restriction arrangements, such as corporate Information Technology and Security functions.

The intention of the payment is to deal with work that is primarily of an unplanned nature. The payment does not generally cover work that could be performed in normal working hours or which needs to be scheduled outside normal working hours and would attract overtime or TOIL/flex-time. The Secretary will not unreasonably restrict Employees and will review restriction roster requirements on a monthly basis.

Restriction payment is payable whether or not the restricted Employee is required to work. An Employee who is receiving a restriction payment and is required to perform duty whilst rostered on (restricted) will not receive flex-time, TOIL, or overtime where they are recalled to duty or respond to a call as a result of a restriction arrangement.

56. Restriction rates

The Employee will be paid fortnightly, based on a pro-rata calculation of the rates listed below, and the number of days (or part thereof) the Employee has been, or will be, restricted in a financial year:

Days (or part thereof) the roster requires restriction per financial year	Annual restriction payment rates
38 – 53	\$11,340
54 – 68	\$12,190
69 – 95	\$14,715

An Employee, not in receipt of an annual restriction payment, who is requested to perform restriction duties in unforeseen circumstances for another Employee on rostered arrangements, or on a short-term roster arrangement, will receive a restriction allowance of \$182 for each day of restriction.

It is not expected that an Employee will be restricted for more than the maximum number of days specified in the table above. However where this occurs, the Secretary may determine an additional payment to recompense the Employee for the additional restriction.

57. Ineligible Employees

EL 2 Employees (and equivalents), are generally ineligible to receive restriction allowance payments. In exceptional circumstances the Secretary may approve restriction payment for these Employees.

58. Place of work

A restricted Employee may be required to work at his or her usual workplace or at another designated place, including his or her home.

59. Non payment

Payment of restriction allowance will not be made to an Employee who does not remain contactable and at the required degree of readiness to perform duty.

Broadbands, classifications and local titles

Further information supporting the Finance classification structure is available in the Finance Work Level Standards.

Broadbands

60. Finance broadbands

The following broadbands are provided within Finance. Employees within these broadbands retain their approved APS classification at all times:

Broadband Title	Corresponding APS Classifications
Graduate	APS 3 - 5
Career Starter	APS 1 - 2
IAGDP Participant	APS 3 - 4

Specific conditions

Certain classifications and local titles have specific provisions applying to them, as outlined below.

61. Graduate APS classification

Employees classified as Graduate APS, recruited to participate in the Graduate Development Program will have a commencement salary equivalent to the second pay point of an APS 3 classification level under this Agreement, unless otherwise determined by the Secretary.

Upon successful completion of the Graduate Development Program and meeting Finance's progression requirements, graduates will be eligible for advancement within the Graduate APS 3 - 5 Level broadband.

Further information is available in the Finance Graduate Policy.

62. Career Starter local title

Employees with the local title of Career Starter, recruited to participate in the Career Starters' Program will be classified as an APS 1 under this Agreement.

Upon successful completion of their training requirements and graduation from the Career Starters' Program, Career Starters will be eligible for advancement within the Career Starter APS 1 - 2 Level Broadband.

Further information is available in the Finance Career Starters Policy.

63. Indigenous Australian Government Development Program (IAGDP) APS classification

Employees classified as IAGDP Participants, recruited to Finance as participants in the IAGDP will have a commencement salary at the APS 3 classification level under this Agreement, unless otherwise determined by the Secretary.

Upon successful completion of the IAGDP and meeting Finance's progression requirements, participants will be eligible for advancement within the IAGDP APS 3 - 4 Level broadband.

Further information is available in the Finance IAGDP Policy.

64. Indigenous Trainee classification

Employees classified as Indigenous Trainees, recruited to Finance as participants in the Indigenous Traineeship Program (ITP) will have a commencement salary at the APS 2 classification level under this Agreement, unless otherwise determined by the Secretary.

Further information is available in the Finance Indigenous Trainee Policy.

65. Indigenous Cadet classification

Non-ongoing Employees with the local title of Indigenous Cadet, recruited to participate in the Indigenous Cadetship Program (ICP) will have a commencement salary at the APS 2 classification level under this Agreement, pro-rated over the period of work completed in each full year of their cadetship.

Following the successful completion of their study and endorsement by the Secretary, Indigenous Cadets will be eligible for engagement with Finance as an ongoing Employee at the Graduate APS classification and to participate in the Graduate Development Program (refer clause 61). If a Cadet meets the eligibility criteria for the Graduate program on completion of his or her study, he or she may choose to become an ongoing Employee at the APS 3 classification level under this Agreement, and not take part in the Graduate Development Program.

Further information is available in the Finance Indigenous Cadetship Policy.

66. Other broadband arrangements

The Secretary may determine the commencement Salary and broadband progression requirements for entry level Employees who are engaged through whole of government target programs, for example, targeted traineeships and apprenticeships.

Working hours

General principles

67. Commitment to flexibility

Finance is committed to providing Employees with the support and flexibility to assist them to balance work and other responsibilities through flexible working arrangements.

Finance recognises that Employees need to balance their working commitments with other competing interests such as family and community responsibilities and lifestyle choices.

68. Mutual responsibility

It is important that Managers and Employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flexible work arrangements, into the overall approach of business and workforce planning.

69. Reasonable additional hours

It is expected that Employees may work reasonable additional hours consistent with the FW Act.

70. Part-time hours

A part-time Employee is one who regularly works less than full time ordinary hours according to an agreed work pattern. The minimum hours to be worked on any one day are three hours.

A part-time Employee may not vary his or her hours for a period of one pay period or less. Changes in hours (for example to attend training) for these periods should be accommodated using flex (APS 1-6), TOIL (EL), or alternative informal arrangements as agreed with their Manager.

71. Pattern of hours

The pattern of hours by which Employees complete their ordinary hours of work is a matter for agreement between the Manager and the Employee. However, an Employee will not normally be expected to work more than:

- ten hours ordinary time on any day; and
- five consecutive hours without a meal break of at least 30 minutes.

The agreed pattern of hours should provide the flexibility, where agreed by the Manager and Employee, to enable Employees to meet personal responsibilities.

72. Bandwidth of hours

The bandwidth of hours in which Employees, other than rostered Employees, may work their ordinary hours are 7am to 7pm Monday to Friday.

73. Standard Hours

Where no agreement can be reached on a pattern of hours, Standard Hours of work will apply.

74. Nine-hour break (APS 1-6)

Excluding exceptional circumstances, where an APS 1-6 level Employee works overtime, or in accordance with a roster arrangement, the Employee will be entitled to a nine-hour break (including travelling time) before recommencing work, without incurring any loss of pay.

75. Nine-hour break (EL Employees)

Excluding exceptional circumstances, where an EL Employee works a continuous period of greater than 10 hours the Employee will be entitled to a nine-hour break (including travelling time) before recommencing work, without incurring any loss of pay.

76. Recording attendance

APS 1-6 Employees (and their equivalents) are required to record their working hours. On days in which an Employee is not actually at work (including public holidays and periods of approved leave), Employees will record their ordinary working hours (excluding any leave taken with flex credits). EL Employees must record all hours that attract TOIL, and may choose to record all their working hours.

APS 1-6 Employees (excluding COMCAR Drivers)

77. Eligibility for flex-time

APS 1-6 Employees will be eligible to work flex-time. Work performed in excess of ordinary hours, which does not attract overtime will accrue as flex-time on an hour-for-hour basis.

78. Principles of flex-time

Flex-time enables Employees to vary their pattern of working hours and arrangements to provide maximum operational flexibility and enable individuals to balance their work and personal needs across a settlement period.

Where there is agreement between a Manager and Employee, an Employee may:

- vary their hours of work; and/or
- work additional hours.

Where there is insufficient work, a Manager may not agree that an Employee can work hours in addition to their ordinary hours.

79. Settlement period

The usual hours of work in a four-week settlement period are 150 hours (pro-rata for part-time Employees).

80. Maximum flex-time balance and debit

Where operational requirements do not provide for an Employee to minimise his or her flex-time balance by the end of the settlement period, a maximum:

- credit of 37.5 hours; or
- debit of 10 hours

can be carried from one settlement period into the next.

Where there is an excess balance, the Employee and their Manager will identify and discuss appropriate actions to try to reduce the flex-time credit to below 37.5 hours by the end of the following settlement period. No reasonable request for flex-time leave will be refused by the Manager.

Where there is a flex-time debit in excess of 10 hours, the excess balance must be reduced by the end of the settlement period or the Employee will have the excess balance deducted as leave without pay.

81. Exceptional circumstances

In exceptional circumstances (for example after peak work periods), where operational requirements do not provide an opportunity for an Employee to undertake leave to access flex-time credits, the Secretary may approve flex-time balances of up to 37.5 hours be converted to annual leave on a one-for-one basis.

82. Reversion to Standard Hours

A Manager may revert an Employee to Standard Hours of attendance where an Employee fails to maintain a satisfactory pattern of attendance, or misuses flex-time provisions.

83. Utilising flex-time

Employees must seek prior approval from their Manager, and provide reasonable notice for leave to utilise flex-time credits of a part day or more.

84. Flex-time balances at cessation or APS transfer

Prior to ceasing employment or transfer, Employees must take reasonable steps, and Managers will provide reasonable opportunities, to balance any flex-time credits or debits.

Where an Employee has been unable to utilise flex-time credits prior to cessation, the Secretary may approve conversion of up to 37.5 hours of credits to annual leave on a one-for-one basis. This election must be made prior to the Employee's cessation.

Where any flex-time credits are outstanding at cessation of employment, these credits will not be paid to the Employee.

Any remaining flex-time debits will be recovered from the Employee's separation payment.

85. Overtime

APS 1-6 level Employees will be provided with payment of overtime where they are required by the Secretary to perform additional work:

- on a public holiday or weekend;
- in excess of 10 hours on any one normal working day; or
- during annual closedown.

Payment for overtime will be made for the actual period worked. Overtime is calculated at a rate of time-and-one half for each hour or part hour worked subject to overtime payments.

In calculating the overtime entitlement, a weekly divisor of 37.5 hours is to be used.

ELs

86. EL TOIL

Managers may approve the accrual of TOIL for EL Employees (and their equivalents) for work performed at the Manager's request:

- in excess of 8.5 hours on any one day;
- on a weekend or public holiday; or

- during annual closedown.

TOIL will accrue and may be taken on an hour-for-hour basis Monday to Friday, and at a rate of 1.5 hours per hour for work performed on a weekend, annual closedown or public holiday.

The provisions for TOIL as outlined in this clause do not alter the ordinary hours of full time EL Employees.

87. Part-time EL TOIL

Part-time EL Employees are eligible to accrue TOIL for work performed, at the request of their Manager, in excess of an additional hour per day outside their agreed work pattern for that day, or alternative informal arrangements as set out in clause 70.

88. Converting TOIL credits to annual leave

Where an Employee has taken at least five days TOIL and five days annual leave in the previous 12 month period and has TOIL credits in excess of five days as at 1 July, the Secretary may approve conversion of up to five days of TOIL to annual leave per year. This election must be made before 1 July. TOIL will be converted to annual leave on an hour-for-hour basis.

89. Cash out of TOIL credits

Where an Employee has taken at least five days TOIL and five days annual leave in the previous 12-month period, and has TOIL credits in excess of five days as at 1 July, the Secretary may approve cashing out of TOIL credits exceeding five days at ordinary time rates. This election must be made before 1 July.

90. TOIL balances at cessation

Prior to cessation of employment, Managers should provide opportunities to enable Employees to use any TOIL credits. Employees should also take all reasonable steps to balance their TOIL credit.

Where an Employee has been unable to utilise TOIL credits prior to cessation the Secretary may approve conversion of up to five days of TOIL to annual leave. This election must be made prior to the Employee's cessation.

Where any TOIL credits are outstanding at cessation of employment with Finance, these credits will not be paid to the Employee.

91. Additional duty payment

Where an EL Employee is required by their Manager to perform work which accrues 10 or more days TOIL (i.e. 75 hours) over a financial year, he or she will attract an annual payment of \$2,180. This payment will be made in the second full pay period of the subsequent financial year.

The Secretary may determine that in certain situations the payment of this provision will occur when an Employee has accrued less than 75 hours TOIL over a financial year.

The payment of this amount does not reduce an Employee's entitlement to the accrued TOIL hours.

Public holidays and annual closedown (excluding Casual Employees)

92. Recognised public holidays

Employees will observe all public holidays provided by the FW Act as well as those gazetted by the relevant state or territory government in which they are employed. The Secretary, following agreement with an Employee, may determine that a day may be substituted for a gazetted public holiday, e.g. for religious or cultural purposes, having regard to operational requirements.

93. Make up time for substituted day

Where an Employee cannot work on the day for which a substituted holiday has been granted, he or she will make up that time through mutual agreement with his or her Manager, without entitlement to flex-time, TOIL or payment for overtime.

94. Public holidays during paid leave

Where a public holiday falls during a period when an Employee is on annual or paid personal leave, payment for the public holiday will be made at the Employee's ordinary hours of work. Payment for a public holiday during other forms of leave will be in accordance with the entitlement to that form of leave (eg. if on Long Service Leave on half pay, payment is at half pay).

95. Annual closedown

Finance will be closed for normal business and Employees will not be required to perform normal duty on the three working days between Christmas day and New Years day. Employees will be paid in accordance with their ordinary hours of work on these days.

Employees on parental leave, leave without pay, or long service leave during the annual closedown will not be entitled to re-crediting of leave.

96. Part-time Employees

Part-time Employees normally not working on the days of the week on which annual closedown or a public holiday occurs will not be entitled to alternative time off duty or additional payment.

97. Employees required to work on annual closedown

Employees required to work on annual closedown will be entitled to the following:

- APS 1-6 Employees will accrue overtime consistent with clause 85; and
- EL Employees will accrue TOIL consistent with clause 86.

Flexible working arrangements

98. Commitment

Finance provides a number of options for flexible working arrangements to support an appropriate balance between work and life for Employees and to continue to meet Finance's operational needs. Further information is available in the Finance's Working From Home Policy, Job Sharing Policy, and Part Time Work Policy.

Where an Employee has had a formal application for a flexible working arrangement declined, the Secretary will advise the Employee of the reason(s) for the decision in writing, where requested by the Employee.

99. Part-time work

The Secretary may approve part-time hours of work for an Employee, subject to operational requirements. Part-time work agreements should be reviewed every 12 months.

A full time Employee who has converted to part-time hours can revert to full time.

100. Working from home

The Secretary may approve an Employee working from home on either a regular, temporary or intermittent basis.

101. Job sharing

The Secretary may approve job sharing arrangements between two or more Employees subject to operational requirements, on the basis of the Employees' applications.

102. Flexible working requests for parents

An Employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 with disability, may request flexible working arrangements, including part-time hours. A request must be in writing and set out the details of the change sought and the reasons for the change.

The Secretary will seek to accommodate the part-time work requests of parents up until the child is of school age.

Where an Employee has had a formal request for flexible work arrangements rejected, the reason will be given in writing within 21 days of the written request. Requests can only be rejected based on reasonable business grounds with consideration given to operational requirements.

An Employee who wishes to continue flexible work arrangements after the child reaches school age must re-apply. Approval will be subject to operational requirements.

103. Return from parental leave

Prior to an Employee returning from parental leave the Manager will discuss with the Employee their return to work, including any request for part-time work.

Following consultation and dependent on operational requirements, the Employee may be given suitable duties at their substantive classification either in the role they performed prior to leave or in another role.

Leave

Finance provides access to a range of flexible options for paid and unpaid leave absences from work, to assist Employees to balance work with other personal priorities. Further information is available in the Finance Leave Policy.

General conditions

104. Non-approval of leave

Where an Employee has had a formal application for leave rejected, the Secretary will advise the Employee of the reason(s) for the decision in writing, where requested by the Employee.

105. Balances and record keeping

All accrued leave entitlements will be expressed and deducted in hours and minutes, with the exception of long service leave which is expressed in calendar days.

106. Absences during injury rehabilitation

Where an Employee is undertaking an injury rehabilitation program, a Manager is required to consult with a Rehabilitation Case Manager as provided by Finance prior to approval of applications for annual leave.

107. Payment for public holidays/annual closedown during leave

Where an Employee is on approved leave on either or both sides of a public holiday, payment will be as in the following table:

Rate of pay Employee receives the day before public holiday	Rate of pay Employee receives the day after public holiday	Rate of payment for public holiday/annual closedown
full pay	full pay	full pay
full pay	half pay	full pay
full pay	unpaid leave	full pay
half pay	full pay	full pay
half pay	half pay	<ul style="list-style-type: none"> • full pay for annual and paid personal leave • half pay for long service leave
half pay	unpaid leave	<ul style="list-style-type: none"> • full pay for annual and paid personal leave • half pay for long service leave
unpaid leave	full pay	<ul style="list-style-type: none"> • full pay
unpaid leave	half pay	<ul style="list-style-type: none"> • full pay for annual and paid personal leave • half pay for long service leave
unpaid leave	unpaid leave	unpaid

108. Recall to duty

Finance will not unreasonably cancel approved leave or recall Employees to duty while on approved leave, or on weekends or public holidays. In such circumstances the Secretary may approve reimbursement of reasonable costs towards travel expenses, incidental expenses or family care costs not otherwise recoverable under insurance or from another source.

Recognition of prior service

109. Portability of leave

Where an Employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS Employee, the Employee's unused accrued annual leave and personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.

Where an Employee is engaged as either an ongoing or non-ongoing APS Employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the Employee's unused accrued annual leave and personal/carers leave (however described) will be recognised.

For the purposes of this clause:

- 'APS Employee' has the same meaning as in the PS Act; and
- 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

110. Portability of leave – former non-ongoing Employees

Where a person is engaged as an ongoing Employee, and immediately prior to the engagement the person was employed as a non-ongoing APS Employee, the Secretary may, at the Employee's request, recognise any accrued annual leave and personal/carers leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation.

Annual leave

111. Purpose

Annual leave provides 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. Leave planning is an integral part of work planning and task allocation for Managers.

112. Entitlement

Employees are entitled to 20 days (150 hours), pro-rata for part-time Employees, for each full year worked.

The following Employees will be entitled to an additional five days (37.5 hours) annual leave (pro-rata for part-time Employees) for each full year worked, in recognition of regular duty performed outside the hours of 7am – 7pm Monday to Friday, and on weekends and public holidays:

- COMCAR Reservations Officer (APS 3) in receipt of COMCAR roster allowance;
- COMCAR Allocations Officer (APS 4) in receipt of COMCAR roster allowance; and
- Ongoing Drivers.

All annual leave will accrue and be credited to Employees daily.

113. Requirement to take annual leave

In accordance with COMCAR operational requirements, Ongoing Drivers are required to take at least 10 days annual leave between 2 January and 31 January each year, unless otherwise agreed by the Secretary.

114. Approval

The taking of annual leave is subject to the approval of the Secretary. Annual leave will not be unreasonably refused; this will include an assessment of operational requirements.

115. Effect of leave without pay

Where 'leave without pay' has been granted in the accrual period, annual leave will be adjusted on the day of accrual as follows:

- where aggregated absences for periods total 30 calendar days or less, the annual leave accrual is not affected; and
- where aggregated full day absences total more than 30 calendar days, the entire period of leave without pay is deducted from the number of calendar days to count as service when determining annual leave accrual.

116. Annual leave at half pay

Employees may take annual leave at either full or half pay.

117. Public holidays during annual leave

Where a public holiday occurs in a period of annual leave, the public holiday will not be deducted from the Employee's annual leave credits.

118. Payment of annual leave on cessation

Access to payment in lieu of unused accrued annual leave is available to Employees when their APS employment ceases. Payment will be calculated using the Employee's final rate of salary, including allowances that would have been included in the Employee's pay during a period of annual leave. Refer to Attachment B 'Recognition of Allowances for Particular Purposes'.

119. Annual leave cash out

The Secretary may approve an Employee to cash out annual leave, that is, to have it paid as salary in lieu of leave. A maximum of 10 days annual leave (pro-rata for part-time Employees) can be cashed out during each financial year, subject to the Employee:

- providing Finance with a written election to forgo the entitlement to the amount of annual leave;
- retaining an entitlement to at least four weeks paid annual leave; and
- having taken or have had approval to take at least five days annual leave (pro-rata for part-time Employees) in the same financial year (unless approved by the Secretary as an exceptional circumstance).

Annual leave cannot be cashed out in advance of it being credited to the Employee.

120. Excess annual leave

The Secretary may direct an Employee to take annual leave where his or her annual leave balance exceeds the amount of annual leave which he or she accrued in the previous two years. In this circumstance the Employee will not be required to take more than one quarter of the amount of annual leave at the time of the direction.

121. Purchased additional annual leave

Where approved by the Secretary, Employees may purchase from one to four weeks additional annual leave each year. The purchased annual leave will be credited to the Employee on its purchase, and must be taken within 12 months from the date that the leave was credited to the Employee.

Purchased leave may be taken at half pay.

Personal leave

122. Use of leave

It is expected that personal leave will be granted to an Employee by the Secretary in the following circumstances:

- due to personal illness or injury;
- to care for an ill member of his or her immediate family or household, or for an ill person for whom the Employee has primary caring responsibility. Personal leave for caring purposes is primarily related to responsibilities associated with unexpected short-term illness, however it may also relate to longer-term illness when existing care arrangements fail;
- due to a caring responsibility for either a member of his or her immediate family or household related to an unexpected emergency which necessitates the absence of the Employee;
- to attend appointments with Registered Health Practitioners.

On request by an Employee the Secretary may approve the Employee taking personal leave at half pay for a specified absence, e.g. long-term illness.

123. Caring for elderly parents

The Secretary will support the use of an Employee's personal leave credits to care for elderly parents in accordance with the Personal Leave provisions set out in clause 122, in support of the ageing Australian population.

124. Accrual up to 31 December 2011 – ongoing Employees

On engagement, an ongoing Employee will be credited with personal leave of 18 days (135 hours) or part-time equivalent. A further 18 days (135 hours) or the part-time equivalent will accrue on completion of each 12-month period of service thereafter.

Existing APS Employees who are transferred or promoted into Finance will accrue 18 days (135 hours) or the part-time equivalent personal leave credits each year.

125. Accrual from 1 January 2012 – ongoing Employees

With effect from 1 January 2012 existing ongoing Finance Employees will be credited with a pro-rata personal leave credit, calculated based on the number of calendar days since the Employee's last credit. The credit will be calculated using the following formula:

$$\frac{A}{365} \times 18 = B$$

Where:

A = number of calendar days since the Employee's last personal leave credit;

B = pro-rata credit.

Part-time Employees' pro-rata credit will be based on their part-time hours.

Thereafter, personal leave will accrue at the rate of 18 days (135 hours) or part-time equivalent, per year, credited daily.

Ongoing Employees engaged after 1 January 2012 shall be entitled to 18 days (135 hours), or part-time equivalent, paid personal leave on engagement and thereafter will accrue personal leave at the rate of 18 days (135 hours) or part-time equivalent, per year, credited daily.

Employees who join Finance do not accrue an additional 18 days on engagement if the Employee has portability of leave entitlements under clause 109 for personal leave purposes.

126. Effect of leave without pay

Where 'Leave Without Pay Not To Count As Service' (LWOP NTCAS) has been granted in the accrual year, personal leave accrual will be affected as follows:

- where aggregated full-day absences total 30 calendar days or less, the accrual is not affected; and
- where aggregated full-day absences total more than 30 calendar days in a calendar year, personal leave will not accrue for the entire period of LWOP.

127. Accrual – non-ongoing Employees

Non-ongoing Employees who are engaged up to, and including 31 December 2011 are entitled to 18 days personal leave (135 hours) per year, (pro-rata for part-time employment) pro-rated based on the length of the non-ongoing contract credited at commencement, or extension of their contract.

Non-ongoing Employees who commence employment on or after 1 January 2012, or have an extension of their contract after 1 January 2012, are entitled to 18 days personal leave (135 hours) per year, (pro-rata for part-time employment) credited daily.

128. Advice to Manager

Employees must, as far as practicable, advise their Manager prior to 10am on the day of their absence of their intention to be absent.

129. Public holidays during personal leave

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.

130. Medical or other evidence

Where requested by their Manager, an Employee must provide medical certificates or other evidence of their illness or injury, or their caring responsibilities, where they have:

- taken seven or more days of personal leave in the previous 12-month period; or
- taken personal leave on a Monday, Friday or working days either side of public holidays.

Medical certificates from a Registered Health Practitioner will be accepted for the purpose of personal illness or injury. Where it is not practicable to provide a medical certificate, a

statutory declaration made by the Employee will be accepted. The statutory declaration will state the reason for the illness and detail why it was not reasonably practicable for the Employee to obtain evidence from a Registered Health Practitioner.

131. Termination of employment - invalidity retirement

An Employee will not, without his or her consent, be retired on invalidity grounds before the Employee's paid personal leave has expired.

132. Reappointment after invalidity retirement

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.

133. Use of personal leave during other forms of leave

Employees who are medically unfit or are required to undertake carer's responsibilities for more than one day while on other forms of paid leave with the exception of parental leave, and who produce satisfactory Medical evidence, may apply for personal leave. Leave will be re-credited to the extent of the period of personal leave covered in the Medical evidence.

134. Payment on cessation

Unused personal leave will not be paid to an Employee on cessation of employment.

Employees are encouraged to consider transferring up to two days of their accrued personal leave credits to the Serious Illness Registry before cessation.

Unpaid carer's leave

135. Entitlement

An Employee is entitled to a period of up to two days unpaid carer's leave for each occasion, where paid leave credits are exhausted, when a member of the Employee's immediate family or household, requires care or support because of personal illness or injury or an unexpected emergency.

The period of unpaid personal leave may be taken as a single period of two days or any separate period to which the Employee and Manager agree.

Serious illness registry

136. Donating and access to the serious illness registry

Employees may elect to donate up to two days per annum of their accrued personal leave credits to the serious illness registry.

The Secretary may determine that an Employee be granted access to the serious illness registry where he or she:

- has exhausted his or her personal leave credits;
- is personally ill; and
- has a non-compensable serious injury or illness.

The Secretary will consider each case on an individual basis. Further information can be found in the Finance Serious Illness Registry Policy.

Compassionate and bereavement leave

137. Compassionate leave

Employees will be granted two days paid compassionate leave on each occasion that a member of his or her immediate family or household:

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

The Employee may take the period of leave as a single period of two days or any separate period which the Manager and Employee agree. Finance may require the Employee to provide evidence of the illness or injury in support of the request for leave.

138. Bereavement leave

Employees will be granted three days paid leave on each occasion that a member of his or her immediate family or household dies. The Employee may be required to provide reasonable evidence of the death.

Parental leave

139. Maternity leave

Maternity leave is available to an Employee for her absence from the workplace on the birth of her child, or from an earlier date of confinement.

Employees will be entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*, including access to up to 12 weeks paid maternity leave.

140. Maternity leave at half pay

The Secretary will approve spreading the payment for the paid period of maternity leave over a maximum period of 24 continuous weeks at half normal pay. The period of paid leave beyond the paid absence provided in the *Maternity Leave (Commonwealth Employees) Act 1973* will not count as service for any purpose.

141. Additional four weeks maternity leave

Employees entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, will also receive an additional four weeks (inclusive of public holidays) paid leave to be taken immediately following the period of paid maternity leave provided under the *Maternity Leave (Commonwealth Employees) Act 1973*, to count for service for all purposes.

The Secretary will approve spreading the additional period over a maximum period of eight continuous weeks at half normal pay. Where additional maternity leave is taken at half pay only the first four weeks will count as service.

142. Special maternity leave

Where the expecting mother experiences a pregnancy related illness, or if her pregnancy ends within 28 weeks of expected birth, she will be granted paid personal leave for the period of leave as set out in the medical certificate. If personal leave credits are exhausted, the remainder of leave will be unpaid.

Special maternity leave will operate in conjunction with entitlements under the *Maternity Leave (Commonwealth Employees) Act 1973*.

143. Supporting partner leave

Within 12 months of the birth, adoption or long-term fostering of a child, an Employee who has or will have responsibility for the care of a child and who is otherwise ineligible for leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, adoption leave or fostering leave, is entitled to 20 days leave with pay (inclusive of public holidays) to care for his or her child. Leave must be taken as a minimum of five-day blocks.

This leave can be taken at half pay and counts as service for all purposes.

144. Adoption leave

An Employee with at least 12 months continuous service in the APS, who is the primary caregiver, is entitled to a continuous period of 16 weeks (inclusive of public holidays) paid leave for the purposes of adopting a child. Adoption leave is available from one week prior to the date of placement of a child or children, and must be commenced within eight weeks of the child or children being adopted. Adoption leave can be taken at half pay, and the period beyond the first 16 weeks will not count as service for any purpose.

145. Pre-adoption leave

Employees in the process of adopting a child may take up to two days leave (either through their existing paid leave entitlements, flex-time, TOIL arrangements or miscellaneous leave without pay) to attend any interviews or examinations required to obtain approval for the adoption.

146. Long-term foster leave

An eligible Employee with at least 12 months continuous service in the APS, who is to be the primary caregiver to a fostered child may access a continuous period of 16 weeks (inclusive of public holidays) foster leave to fulfil long-term fostering obligations. To be eligible for this purpose, Employees are to have assumed long-term responsibility for a child under a permanent fostering arrangement following placement:

- by a person/organisation with statutory responsibility for the placement of the child; and
- where the child is not expected to return to their family.

Leave for fostering purposes is to commence within six months of the placement of the child, and can be taken at half pay (the period beyond the first 16 weeks will not count as service). Where a fostered child is subsequently adopted by the Employee, the Employee is not eligible for adoption leave in relation to the same child where foster leave has previously been granted.

The Secretary may approve up to 16 weeks paid leave where an eligible Employee has primary care for a child under a permanent care order.

147. Parental leave without pay

To enable an Employee to care for a new born child, or newly adopted child under five years of age, the Employee will be entitled to miscellaneous leave without pay (except for Employees covered by the *Maternity Leave (Commonwealth Employees) Act 1973* to the extent that that Act is more beneficial) where the Employee is the primary caregiver.

Parental leave without pay does not count as service for any other purpose except as provided in the *Maternity Leave (Commonwealth Employees) Act 1973*.

148. Maximum period of parental leave

The total period of parental leave (paid and unpaid) taken in respect of the birth or adoption of a child will not exceed two years or 104 weeks (excluding other periods of paid leave such as annual leave).

Defence reserve leave

149. Entitlement

It is generally expected that Defence reserve leave will be granted to Reserves when notice is received from the Australian Defence Force (ADF), detailing the period of attendance required of the Employee.

The provision of 20 working days leave on full pay each financial year is available to Defence Reserves fulfilling service in the ADF Reserve, including training and operational duty. These 20 days can be accumulated and taken over a period of two years to enable an Employee to undertake training. An additional two weeks non-accumulative paid leave will be granted to allow for an Employee to attend recruit or initial-employment training during the first year of ADF Reserve Service.

Employees are not required to pay their tax free ADF Reserve salary to Finance in any circumstances.

In addition leave without pay may be granted to enable an Employee to fulfil Continuous Full Time Service (CFTS), Cadet Force obligations or further ADF Reserve requirements.

Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts as service for all purposes except annual leave.

Note: The entitlement to leave for Reserve Service is prescribed under the *Defence Reserve (Protection) Act 2001*.

Long service leave

150. Accrual

Long service leave will accrue and be available to eligible Employees in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

Where the Secretary agrees to a request for long service leave it must be taken for a minimum of seven consecutive calendar days. The granting of such leave is subject to operational requirements. Employees may take long service leave at either full or half pay.

151. Other leave while on long service leave

Consistent with the intent of the *Long Service Leave (Commonwealth Employees) Act 1976*, periods of long service leave cannot be broken with any other leave including absences on flex-time or TOIL (except as provided for by the *Maternity Leave (Commonwealth Employees) Act 1973* and the personal leave provisions of this Agreement).

Miscellaneous leave

152. Intention

The intention of miscellaneous leave is to provide flexibility to Managers and Employees by providing leave, either with or without pay, for a variety of purposes.

153. Granting leave

Miscellaneous leave may be granted by the Secretary, having regard to the operational requirements of Finance, including for purposes that the Secretary considers to be in the interests of Finance.

154. Conditions

Leave may be granted:

- for the period requested or for another period;
- with or without pay; and
- subject to conditions.

155. Miscellaneous leave with pay

Miscellaneous leave with pay may be granted by the Secretary in, but not limited to, the following circumstances:

- additional period/s of bereavement leave;
- study leave;
- participation in an eligible community service activity as prescribed under the Fair Work Regulations;
- requirement to undertake jury service, including attendance for jury selection;
- participation in major international sporting events;
- for voluntary emergency management activities including emergency services responses, regular training, reasonable travel and recovery time and ceremonial duties;
- participation in graduation ceremonies;
- participation in religious, ceremonial and cultural events including NAIDOC; and
- for short-term volunteer purposes, including blood donation.

156. Miscellaneous leave without pay

Miscellaneous leave without pay may be granted by the Secretary in, but not limited to, the following circumstances:

- parental leave where paid leave is unavailable or exhausted;
- in relation to maternity leave, miscellaneous leave applies outside the period of coverage by the *Maternity Leave (Commonwealth Employees) Act 1973*);
- study purposes;
- accompanying a partner on a posting;
- non-APS employment in the interests of the Commonwealth; and
- engagement in some forms of outside employment.

157. Miscellaneous leave without pay not to count as service

Miscellaneous leave without pay will not count for service for any purpose, with the following exceptions:

- leave for study purposes;
- leave for non-APS employment which is in the interests of the Commonwealth.

The Secretary may approve leave without pay to count as service in exceptional circumstances which are in the interests of the Commonwealth.

Leave will only count as service, as outlined in clause 158, if the Employee resumes duty with Finance at or before the conclusion of the leave.

158. Miscellaneous leave without pay to count as service

Miscellaneous leave without pay to count as service will count as service for the purposes of accruing personal leave and long service leave.

On return to duty from leave without pay which counts as service the Employee will accrue 18 days personal leave per year for the period of absence, less any personal leave taken. Where details of personal leave taken are unavailable a deduction of eight days assumed usage of leave will be made.

A period of miscellaneous leave without pay to count as service will only be considered contributory service for superannuation purposes where mandated by the relevant Commonwealth superannuation scheme rules. Where not mandated by Commonwealth superannuation scheme rules, the Secretary (or the other employer where leave has been granted for non-APS employment) must agree to make an employer contribution in order for the leave to count as service for superannuation purposes.

159. Corporate social responsibility

Finance is committed to supporting volunteer work by encouraging Employees to engage with the community through not-for-profit volunteer work and support to community organisations. This includes ongoing facilitation of the Finance Workplace Giving Program, which allows Employees to donate directly from their pre-tax pay to one or more of Finance's listed community organisations.

The Secretary will consider all requests for leave for volunteer purposes in accordance with the miscellaneous leave provisions in this Agreement.

Volunteer work must not:

- involve any payment in cash or kind for work performed;
- replace a paid worker;
- be undertaken solely for direct personal benefit;
- be work which does not have a community focus;
- present a conflict of interest for Finance; and
- be primarily focused on promoting particular religious or political views.

160. Religious, cultural and ceremonial absences

Finance is committed to supporting Employees' engagement in religious, cultural and ceremonial events. The Secretary will consider all requests for absence in relation to religious, cultural and ceremonial purposes in accordance with the miscellaneous leave provisions in this Agreement.

Unauthorised leave absences

161. Unauthorised absences

Where an Employee is absent from work without approval, all salary and entitlements (including leave accrual) provided under this Agreement will cease to be available until the Employee resumes work or is granted leave.

Where the Employee is absent from work without approval for three consecutive working days, action on the grounds of non-performance of duties may commence which may result in the Employee's employment being terminated. Reasonable efforts will be made to contact the Employee and to establish the reason for the unauthorised absence.

For the avoidance of doubt, this clause will not be interpreted or applied in a manner so as to allow for the imposition of a penalty (as defined in the Fair Work Regulations) on an Employee:

- for breach of a requirement to provide notice or evidence for the purpose of substantiating either:
 - an entitlement to personal leave or carer's leave
 - a reason for absence from work due to illness, injury or emergency affecting either the Employee or a member of the Employee's immediate family or household
- for being absent from work due to an illness, injury or emergency affecting the Employee or a member of the Employee's immediate family or household.

Performance management

Performance management framework

Finance recognises that effective performance management is critical to Employees understanding their role and duties, and how they contribute to broader Finance outcomes. Further information is available in the Finance Performance Management Policy, and the Finance Behaviours and Work Level Standards.

162. Responsibilities

All Employees will participate in the Finance performance management framework unless they are a non-ongoing Employee engaged for a period of less than six months. Each Employee in Finance has a joint responsibility with their Manager to develop an individual performance agreement, and ensure that regular feedback and communication about performance occurs.

A key principle underpinning Finance's approach to managing performance is that Employees should receive regular and considered feedback on their performance.

Further information on the standard of performance required of Finance Employees can be found in the Work Level Standards and Finance Behaviours.

163. Purpose

Finance is committed to clearly defining expected standards of performance, expectations and behaviours through the performance management framework.

The performance management framework provides a mechanism to:

- support the achievement of organisational objectives;
- recognise and reward Employees for their performance and achievements at work;
- support the ongoing learning and development needs of Employees; and
- effectively identify and manage underperformance.

164. Reward and Recognition

During the life of this Agreement, Finance will develop a Reward and Recognition Program to recognise Employees who make a significant contribution to Finance.

Managing underperformance

Finance is committed to working with Employees and their Managers to manage underperformance promptly and effectively. Further information is available in the Finance Managing Unsatisfactory Performance Policy.

165. Underperformance framework

Finance will deal with underperformance of an Employee with regard to the following:

- working with the Employee to restore performance of the Employee to an acceptable level;
- the individual circumstances of the Employee, including any health issues;
- natural justice and procedural fairness;
- learning and development as the focus for improving performance; and
- clearly defined performance measures and standards.

The framework for management of under-performance will not apply to Employees during a period of probation or to non-ongoing Employees.

Learning and development

166. Commitment

Finance's Strategic Plan recognises the importance of building and developing the capabilities and skills of staff to meet future needs through a commitment to excellence, professional development and a strategic approach to achieving results.

Finance ensures, through individual performance agreements, that Employees can identify and access appropriate learning and development opportunities that are aligned to Finance's Strategic Plan and personal development needs by various mechanisms including on-the-job training, professional skills training and formal academic study opportunities.

167. Capability Framework

During the life of this Agreement, Finance will develop a Capability Framework across the APS1-EL 2 classifications, to align the objectives of the Strategic Plan with learning and development outcomes.

The Capability Framework will also support recruitment and performance management arrangements within Finance.

168. Study assistance

The Secretary may approve access, for ongoing Employees, to financial assistance and/or study leave, to support the successful completion of tertiary studies which are relevant to the operational needs of Finance. Further information is available in the Study Assistance Policy.

169. Reimbursement for professional memberships and subscriptions

The Secretary may approve financial reimbursement for professional memberships and/or subscriptions deemed relevant to the operational needs of Finance, up to the maximum value of \$1,100 per calendar year. Further information is available in the Professional Memberships and Subscriptions Policy.

Workforce management

During the life of this Agreement, Finance is committed to pursuing more efficient work practices and improved outcomes for Finance and Employees.

Workplace diversity

170. Commitment to workplace diversity

Finance is an inclusive organisation that values fairness, equity and diversity consistent with the APS Values and Code of Conduct and the Finance Behaviours.

Finance respects and values the diversity of its workforce, provides support and education to prevent and eliminate harassment, bullying and discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, and social origin, in accordance with our obligations under the FW Act.

Further information is available in the Finance Diversity Strategy and Framework.

171. Indigenous Employees

Finance aims to maintain strategies to provide a supportive working environment for Indigenous Employees, which includes providing cultural awareness information, support and career development opportunities. Further information is available in the Finance Reconciliation Action Plan.

172. Support for mature age Employees

Finance recognises that with the continued ageing of the Australian workforce, management and work practices should optimise the contribution of mature age Employees, and encourage the retention of Employees who are making a valuable contribution.

173. Flexible options for mature age Employees

The Secretary will favourably consider and may approve the flexible working arrangements available under this Agreement as a means of retaining valuable mature age Employees who might otherwise choose to leave Finance, subject to operational requirements.

This may include, but is not limited to:

- graduated retirement options;
- part-time work arrangements;
- maintenance of superannuation salary (e.g. where a mature age Employee is over 75 years of age); and
- other flexibilities where operational requirements allow.

Other mechanisms available in this Agreement, such as salary sacrifice arrangements may also be beneficial to mature age Employees.

174. Mature age alumni

Finance is committed to drawing on the expertise of mature age Employees, including former Finance and APS Employees, to assist with peak periods and to support the development of junior staff within Finance. Finance will develop an alumni of past Finance Employees to assist in this undertaking.

A healthy supportive workplace

175. Commitment to a safe and healthy work environment

Finance is committed to providing a safe and healthy work environment, including making reasonable adjustment for all Employees, and providing return to work opportunities for ill and injured Employees, consistent with all legislative obligations.

176. Health and wellbeing

Finance encourages a culture that focuses on the health and wellbeing of Employees, and an appropriate balance between work and personal life through the mechanisms available in this Agreement. Further information is available in the Finance Health and Wellbeing Policies.

177. Eyesight testing and reimbursement

Ongoing Employees and non-ongoing Employees engaged for a period of six months or greater, engaged in visually demanding screen-based work, may be eligible to receive subsidies for eyesight testing, spectacles and contact lenses.

Further information is available in the Finance Management of Eye Health in the Workplace Policy.

178. Child care facilities

Finance will endeavour to continue to provide child care facilities for the children of Finance Employees. Access to the child care facilities is subject to availability and the rules regarding access.

179. Breastfeeding facilities

Finance will seek to maintain accreditation as a Breastfeeding Friendly Workplace with the Australian Breastfeeding Association.

Employees who choose to combine work and breastfeeding should organise their working day so that, as much as possible, lactation breaks are accommodated during unpaid meal breaks. Where breastfeeding cannot be accommodated within meal breaks, Managers may approve up to 30 minutes paid time towards lactation breaks during a normal working day. Further information is available in the Support for Breastfeeding at Work Policy.

180. Employee assistance program

Finance provides Employees and their immediate families with access to confidential, professional counselling to assist with work or personal issues through the provision of the Employee Assistance Program (EAP).

Recruitment and selection

Further information is available in the Finance Recruitment Guide.

181. Temporary reassignment of duties (HDA and temporary transfer)

Having regard to individual circumstances, the Secretary may temporarily reassign an Employee to other duties, including duties at the same or a higher classification, providing such duties are:

- within the limits of the Employee's training, skill and capability; and
- consistent with the *Australian Public Service Classification Rules 2000*.

Further information is available in Finance's Allowance Policy.

182. Salary on reduction

Where an Employee agrees to be temporarily reassigned duties at a lower work classification level, the Secretary may determine, following consultation with the Employee, that the Employee shall be paid a rate of salary applicable to the lower classification level.

Such determination will specify the period for which the lower salary will apply.

This clause does not apply to, or restrict decisions made by the Secretary in relation to, breaches of the Code of Conduct or underperformance.

183. Period of HDA attracting payment

The Secretary may approve payment of HDA where an Employee has performed duties on temporary reassignment at a higher classification level for 20 or more working days (including public holidays). If an initial period of temporary assignment is extended to 20 or more working days (including public holidays), the Secretary may approve payment of HDA for the entire period.

184. Level of payment

Where an Employee is to be paid HDA, the Employee will generally be paid at the Minimum Guidepoint of the classification at which the Employee is performing higher duties.

Where an Employee's substantive salary is higher than the Minimum Guidepoint he or she will be paid HDA at the next highest pay point above his or her substantive Salary in the classification level of the classification at which the Employee is performing higher duties.

The minimum amount of HDA payable under this clause shall be \$1,500pa. The Secretary may determine a greater HDA in exceptional circumstances.

185. HDA in Senior Executive Service (SES) positions

Where an Employee is to temporarily perform duties at the SES level, HDA will generally be paid at the Minimum Guidepoint of the SES Band 1 classification level.

The minimum amount of HDA payable under this clause shall be \$1,500pa. The Secretary may determine a greater HDA in exceptional circumstances.

186. Temporary performance and the performance framework

Where an Employee has been temporarily assigned duties of a higher classification, including for short periods, the performance of those duties will be taken into account in an Employee's annual performance review.

187. Public holidays or leave

An Employee already in receipt of HDA who is granted paid leave or who observes a public holiday will continue to receive HDA, having regard to the provisions of this section, during his or her absence.

HDA will not be paid beyond the date on which the Employee would have ceased the period of temporary reassignment had they not been absent. Where the period of leave is paid at less than full pay, payment of HDA will be made on a pro-rata basis.

Termination of employment

188. Grounds for termination of ongoing Employees

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

189. Termination of employment

The sole and exhaustive rights and remedies in relation to termination of employment are under:

- the FW Act;
- other Commonwealth laws (including the Constitution); and
- common law.

To avoid doubt, this Agreement does not provide the Employee with any rights or remedies in relation to the termination of their employment insofar as it is alleged to be harsh, unjust or unreasonable.

Termination of employment, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedure contained in this Agreement or under the review of employment related action procedures.

Separation from the APS

190. Notice of resignation

Where an Employee resigns, they must provide their Manager with two weeks notice (APS 1-6), or four weeks notice (EL 1-2), unless otherwise agreed with their Manager.

191. Death of an Employee

Where an Employee dies whilst in employment, or the Secretary has determined that an Employee is presumed to have died on a particular date whilst in employment, the Secretary 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.

192. Payment arrangements on the death of an Employee

Payment will be made to the Employee's legal representative.

Redeployment and redundancy

The following provisions do not apply to Ongoing Drivers, non-ongoing Employees or Employees on probation. It is Finance's intention to redeploy Employees where possible. Further information is available in Finance's Managing Excess Employees Policy.

Excess Employees

193. Notification of Excess Employees

When the Secretary is aware that an Employee has become potentially excess or is excess, and agrees the relevant process to apply (redeployment or redundancy), the Employee will be advised in writing as soon as practicable and provided with relevant details and information.

Redeployment (potentially Excess Employee)

194. Redeployment

A period of redeployment will usually be for one month, unless, to allow redeployment opportunities to be pursued further:

- the Secretary determines that a longer period will apply in accordance with the intent of the APS Redeployment Policy; or
- the Employee requests and is granted an extension of the redeployment period by the Secretary.

The principles within the APS Redeployment Policy will be applied in determining whether a longer potentially excess period is appropriate.

195. Support during redeployment

During the redeployment period Finance will take reasonable steps to find alternative employment for the Employee, including considering potentially excess or Excess Employees for internal vacancies before external advertising is undertaken.

196. Reclassification during redeployment (including income maintenance)

The Secretary may decide to reclassify an Employee during the redeployment period, at a lower classification, as a means of securing alternative employment for the Employee.

If reclassification is to occur, the Employee will be advised in writing of the decision, including relevant details, and provided with two weeks to respond.

Where an Employee is reclassified, he or she will continue to be paid at the classification level which applied to him or her immediately prior to reclassification, for a maximum period of seven months.

Redundancy (Excess Employees)

197. Redundancy notification

Where the Secretary has decided to declare an Employee excess and commence the redundancy process, the Employee will be advised in writing including relevant details, and provided with one month to respond.

198. Financial advice

Reimbursement of up to \$1,000 may be claimed on production of receipts to obtain career counselling and/or financial advice during this one month period.

Where an Employee is made redundant, details of the date of effect of termination and notice period will be provided to the Employee as soon as practicable. Payment of salary will continue until the conclusion of the notice period, even if termination occurs prior to this at the request of the Employee.

An Excess Employee will be entitled to reasonable time off with pay to attend necessary employment interviews during the notice period.

199. Redundancy pay

An Excess Employee whose employment is terminated by the Secretary under section 29 of the PS Act on excess grounds will be paid a sum equal to two weeks salary for each completed year of continuous service (subject to the provisions at clause 200 and 201), plus a pro-rata payment for each completed month of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards.

The minimum sum payable as redundancy pay will be four weeks salary, and the maximum will be 48-weeks salary. Redundancy pay will be calculated on a pro-rata basis where the Employee has worked part-time hours during the period of service and has less than 24 years full time service.

For the purposes of calculating redundancy pay “Salary” will be the Employee’s base Salary, adjusted pro-rata for any periods of part-time work, including:

- any allowance which applies to the Employee immediately before redundancy occurs and which is paid during periods of annual leave; and

HDA, where the Employee has been acting at a higher level for a continuous period of 12 months or more.

200. Service for severance pay

Service for severance pay purposes means:

- service in Finance;
- Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
- service with the Australian Defence Forces;
- APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes;
- service in another organisation (excluding the ACT Public Service) where:
 - an Employee moved from the APS to that organisation with a transfer of function;
 - an Employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS;
 - such service is recognised for long service leave purposes.

- ACT Public Service for persons who were compulsorily transferred to the ACT Public Service on its establishment as a separate Service on 1 July 1994 and who subsequently rejoined the APS.

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

- the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the Employee before ceasing employment with the preceding employer; or
- 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 repealed section 49 of the *Public Service Act 1922*.

201. Service not to count

Having regard to clause 200, any period of service which ceased:

- by way of any of the grounds for termination specified in section 29 of the PS Act (including any additional grounds prescribed in the PS Regulations); or
- on a ground equivalent to any of these grounds; or
- through voluntary retirement at or above the minimum retiring age applicable to the Employee; or
- 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.

Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

Workplace consultation, review of actions and dispute resolution

Workplace consultation

202. Staff Consultative Group

From the commencement of this Agreement and during the life of this Agreement, the Staff Consultative Group will operate to discuss and consult on matters relating to the implementation and operation of this Agreement, to provide staff feedback regarding employment matters and to provide advice to management on workplace issues (excluding individual Employee matters). Other matters may be considered by the chairperson of the group.

The Staff Consultative Group will include:

- a union representative from each union which is party to this Agreement;
- an elected staff representative from each Business Group;
- an elected COMCAR representative; and
- management representatives, as nominated by the Secretary.

Terms of reference will be reviewed in consultation with union and staff representatives within the first three months of the commencement of this Agreement. The terms of reference will include the requirement to report on the number and purpose of individual flexibility agreements.

203. Consultation on major changes

This clause applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on Employees, other than where provision is already made elsewhere in this Agreement regarding a specific major change.

Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on Employees, the Secretary must notify the Employees who are likely to be affected by the proposed changes and their representatives, if any.

Significant effects include:

- termination of employment;
- major changes in the composition, operation or size of Finance's workforce or in the skills required;
- the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- significant alteration in hours of work;
- the need to retrain Employees;
- the need to relocate Employees to another workplace; and
- the major restructuring of jobs.

204. Secretary to discuss major changes

The Secretary must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 203, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on

Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.

The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 203.

For the purposes of such discussion, the Employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees. The Secretary is not required to disclose confidential or commercially sensitive information to the Employees.

205. Principles relating to union representatives and workplace delegates
Attachment C provides the Finance protocols for union representatives and workplace delegates, including the facilities and resources available.

206. Support person / Employee representative

An Employee may choose to have a support person accompany them in one-on-one discussions with a Manager(s) where there are issues about his or her performance. Where there are issues about his or her employment, the Employee may choose to have an Employee representative accompany them. Finance will respect and facilitate an Employee's right to representation in the workplace. The role of workplace representatives, including union delegates and Employee representatives, will be respected and facilitated, in accordance with the FW Act.

Review of actions (fair treatment)

207. Commitment

Employees may access both informal and formal processes to resolve a matter in the workplace. These processes complement the dispute resolution procedure in this Agreement and review of action provisions in the PS Act. The principles of procedural fairness and natural justice will be applied in these processes.

208. Review of action

An Employee may request a review of any decision/action that relates to their employment at any time, in accordance with PS Act and Part 5 of the PS Regulations.

Further information is available in the Review of APS Employment Actions Policy.

209. Dispute resolution procedure

If a dispute relates to a matter arising under this agreement, or in relation to the National Employment Standards, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the Employee or Employees concerned and the relevant Manager.

If a resolution to the dispute has not been achieved after discussions, and is not resolved at the workplace level, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.

Where the Employee and the Secretary agree that the matter is exceptional or time critical, one or more agreed steps may be omitted.

If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken, a party to the dispute may refer the matter to FWA.

FWA may deal with the dispute in two stages:

- FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- if FWA is unable to resolve the dispute at the first stage, FWA may then:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties.

Note: If FWA arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that FWA makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

Finance or an Employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.

Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the FW Act.

While the parties are trying to resolve the dispute using the procedures in this term:

- an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- an Employee must comply with a direction given by the Secretary to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable occupational health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the Employee to perform; or
 - there are other reasonable grounds for the Employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by FWA in accordance with this term.

Any disputes arising under a previous collective agreement, or the National Employment Standards that are unresolved at the date of commencement of this Agreement will be progressed under the dispute resolution procedure in that agreement.

COMCAR Driver provisions

Casual Drivers

Clauses 210 to 216 apply to Casual Drivers only.

210. Remuneration for Casual Drivers

The base hourly rate for Casual Drivers, following the commencement of this Agreement will be based on the minimum guide point for an APS 2 Employee.

Casual Drivers will receive a 25 per cent loading (casual loading) in lieu of leave (excluding long service leave) and public holidays in addition to the base hourly rate.

For all work performed on a Monday to Friday, a 15 per cent loading will be paid on the hourly rate (base plus casual loading) in recognition of the flexibility requirements.

For all work performed on a weekend and a public holiday a 50 per cent loading will be paid on the hourly rate (base plus casual loading).

In addition, a special duties loading of 20 per cent will be paid to Casual Drivers who are required to drive the Prime Minister, the Governor-General, a client in a protected vehicle and, for other than special events, heads of government or heads of state. In exceptional circumstances the Secretary may approve an increase to the special duties loading.

Casual Driver rates are set out in Attachment A.

211. Work scheduling

Work scheduling for drivers will be designed and maintained to eliminate (or minimise to the greatest extent possible) the instances of work periods of excessive length. As a guide, work will be allocated according to the following principles:

For normal work situations:

- where possible, scheduling should permit a driver to have at least eight hours of continuous sleep in any 24-hour period; and
- continuous periods of active work will not exceed five hours.

In exceptional circumstances:

- where possible, scheduling should permit a driver to have at least six hours of continuous sleep in any 24-hour period; and
- drivers will not exceed 168 hours working time in 12 days.

212. Minimum hours of duty

A Casual Driver may be requested to work on any day. In special circumstances, the Secretary may require drivers to work on any day. Special circumstances may include, but are not limited to, official visits, natural disasters, extraordinary Parliamentary sessions, and events of national security.

When requested to work on any given day, a Casual Driver will be called in and paid for a minimum of two hours, with the exception of Sydney and Melbourne, where the minimum shall be three hours.

213. Notification of Drivers' hours of work

Drivers will be notified of their hours of work, or seek notification of such hours in accordance with the COMCAR Policies and Procedures Manual.

214. Notification of cancellation of shift

When possible, drivers will be notified of any shift cancellations with a minimum of two hours notice, with the exception of Sydney and Melbourne, where the minimum shall be three hours, prior to the advised start time. Notification of a shift cancellation without this minimum notice will result in the driver being paid with the minimum hour provisions as specified in clause 212. The shift cancellation payment will only apply where the driver then does not work on the day in question, unless otherwise determined by the Secretary.

215. Number of periods of duty in any one day

A driver may be requested to work more than one period, but not more than two periods of duty, in any one day. Where a driver works two periods of duty in any one day, the minimum hour provisions as specified at clause 212 apply to each period of duty. The minimum time lapse between any two periods of duty will be sufficient to allow the driver to have three hours rest.

A driver who has performed more than eight hours duty will not be directed to perform a second period of duty on that day. Further provisions regarding performance of a second period of duty are in accordance with the COMCAR Fatigue Management principles and policy.

216. Rest Breaks

An unpaid rest break of 60 minutes (which may be used for meals or rest) may be taken after three hours of duty at the direction of the Secretary.

Drivers should not work any more than five hours in any stretch without a break. If a driver is directed to take a rest break prior to five hours of duty and does not complete five hours duty in a work period, the rest break will not be deducted from the driver's total hours of work for that period.

Where operational circumstances do not allow for a break to be taken, then the allocator will ensure a rest break is taken at the first opportunity. A shorter (unpaid) rest break of 30 minutes may be taken at the direction of the Secretary.

A rest break will assumed to be taken where a driver works at least five hours, unless advised otherwise by the Secretary due to operational requirements.

An additional paid rest break of 30 or 60 minutes duration, as determined by the Secretary, is to be taken upon completion of any subsequent five hours of duty in the one work period.

Where a driver performs two periods of duty in a day, each period of duty will be treated separately and the requirements for taking rest breaks will apply as per these rest break provisions.

Ongoing Drivers

Clauses 217 to 240 apply to Ongoing Drivers only.

217. Ongoing Drivers who convert to part-time hours

For Ongoing Drivers the employment conditions for converting to an Ongoing (part-time) Driver role will be based on those for Ongoing (full time) Drivers with entitlements and salary rates being calculated on a pro-rata basis in accordance with the agreed biannual cycle arrangements in each case.

218. Work scheduling / predictability of work

Work scheduling for Ongoing Drivers will be designed and maintained to eliminate (or minimise to the greatest extent possible) the instances of work periods of excessive length. As a guide, work will be allocated according to the following principles:

For normal work situations

- where possible, scheduling should permit a driver to have at least eight hours of continuous sleep in any 24-hour period; and
- continuous periods of active work do not exceed five hours.

In exceptional work situations (such as visits):

- where possible, scheduling should permit a driver to have at least six hours of continuous sleep in any 24-hour period; and
- Drivers will not exceed 168 hours working time in 12 days.

219. Home garaging

From the date of commencement of this Agreement, Ongoing Drivers (full time) may drive a fleet vehicle to and from their place of residence at the beginning and end of each period of duty.

220. Biannual Cycle - Ongoing Drivers

A Biannual Cycle will operate for Ongoing Drivers (full time) and be based on the established principle of a 38-hour week and an average reasonable additional hours overtime component of two hours per week. The period of the Biannual Cycles will be:

1st Cycle	1 January – 30 June
2nd Cycle	1 July – 31 December

221. Biannual Cycle hours

Each Ongoing Driver, with the exception of Dedicated Drivers, will be required to work 1040 hours in each cycle (pro rata for part-time Ongoing Drivers).

222. No financial adjustment if insufficient work available

Where an Ongoing Driver has worked all hours nominated but not worked the required hours applicable as described in clause 221, no financial adjustment shall apply.

223. Excess hours in a cycle

At the request of the Secretary, an Ongoing Driver may exceed the maximum number of hours worked within the Biannual Cycle.

Where an Ongoing Driver exceeds the applicable hours within any biannual reconciliation period as defined in clause 220 and clause 221, the Driver will have the option of either payment for excess hours at the normal hourly rate or time off in lieu, or a combination thereof.

Payment for the excess hours worked, or where requested time off in lieu, will occur as soon as possible after the end of each biannual period.

An Ongoing Driver (full time) may request their hours for a Biannual Cycle be reduced to less than 1040 but no less than 988. Such requests will be considered having regard to the specific operational circumstances and the personal circumstances of the Ongoing Driver. Where such a request is granted the Ongoing Driver's remuneration will be adjusted accordingly on a pro-rata basis.

224. Minimum hours of duty

An Ongoing Driver may be required to work on any day in the period with the exception of relevant public holidays.

Notwithstanding the above provisions, management may require Ongoing Drivers to perform duty in special circumstances. Special circumstances would include, but not necessarily be limited to, official visits, natural disasters, extraordinary parliamentary sessions, and events of national security.

When required to work on any given day, an Ongoing Driver will be called in and credited for a minimum of two hours, with the exception of Sydney and Melbourne, where the minimum shall be three hours.

225. Notification of Ongoing Drivers' hours of work

Ongoing Drivers will be notified of their hours of work, or seek notification of such hours in accordance with the COMCAR Policies and Procedures Manual.

226. Notification of cancellation of shift

When possible, Ongoing Drivers will be notified of any shift cancellations a minimum of two hours, with the exception of Sydney and Melbourne, where the minimum shall be three hours, prior to the advised start time. Notification of a shift cancellation within these hours prior to the commencement of duty will result in the Ongoing Driver being credited with the minimum hour provisions as specified in clause 224. The shift cancellation credit will only apply where the driver then does not work on the day in question, unless otherwise determined by the Secretary.

227. Number of periods of duty in any one day

An Ongoing Driver may be required to work more than one period but not more than two periods of duty in any one day. Where an Ongoing driver works two periods of duty in any one day, the minimum hour provisions as specified in clause 224, apply to each period of duty. The minimum time lapse between any two periods of duty will be sufficient to allow the Ongoing Driver to have three hours rest.

An Ongoing Driver who has performed more than eight hours duty in their first period of duty will not be directed to perform a second period of duty on that day. Further provisions

regarding performance of a second period of duty are in accordance with the Fatigue Management Principles and Policy.

228. Rest Days

An Ongoing Driver will be entitled to a rest day on each Saturday and on each Sunday falling in a non-parliamentary sitting period. If an Ongoing Driver volunteers, or is required to work on one of these rest days they will receive a Scheduled Day Off (SDO) in lieu on a day suitable to operational requirements, to be taken within 14 days of the rest day worked.

An Ongoing Driver will also be entitled to relevant public holidays in the jurisdiction in which they work. COMCAR may request an Ongoing Driver to work on a particular public holiday and for such work performed, the driver will be entitled to an SDO on a day suitable to operational requirements. These may be accumulated up to a maximum of five days in any 12-month period.

A rest day is defined as a full calendar day where a driver is not required to perform any duties.

SDOs are non-accumulative except as specified above or under exceptional circumstances where operational requirements prevent the driver from accessing those scheduled days off.

229. Rest breaks

An unpaid rest break of 60 minutes (which may be used for meals or rest) may be taken after three hours of duty at the direction of the Secretary.

Drivers should not work any more than five hours in any stretch without a break. If a driver is directed to take a rest break prior to five hours of duty and does not complete five hours duty in a work period, the rest break will not be deducted from the driver's total hours of work for that period.

Where operational circumstances do not allow for a break to be taken, then the allocator will ensure a rest break is taken at the first opportunity. A shorter (unpaid) rest break of 30 minutes may be taken at the direction of the Secretary.

A rest break will assumed to be taken where a driver works at least five hours, unless advised otherwise by the Secretary due to operational requirements.

An additional paid rest break of 30 or 60 minutes duration, as determined by the Secretary, is to be taken upon completion of any subsequent five hours of duty in the one work period.

Where a Driver performs two periods of duty in a day, each period of duty will be treated separately and the requirements for taking rest breaks will apply as per these rest break provisions.

230. Remuneration for Ongoing Drivers

In recognition of the flexibilities relating to the continued practice of non-payment of overtime and penalties, a National Flexibility Allowance as set out in Attachment A will be paid to Ongoing Drivers. It includes a component in recognition of the former State/Territory Allowances that were paid in the ACT and NSW for Ongoing Drivers not in receipt of a Dedicated Driver Allowance. Ongoing Drivers based in the ACT will receive the difference

between the frozen rate of their former State/Territory Allowance and the new National Flexibility Allowance component.

The annual Salary for an Ongoing Driver will be as per Attachment A. The Employee's rate of Salary/pay (in accordance with the Salary/pay rates at Attachment A) will be Salary for all purposes. Specifically, where Salary sacrifice arrangements (or other relevant arrangements) are in place, the Employee's Salary for purposes of superannuation, severance and termination payments (or other purposes) will be determined as if the salary sacrifice (or other) arrangement had not been entered into.

231. Special conditions applying to Dedicated Drivers

From time to time the Secretary may designate an Ongoing Driver to be a Dedicated Driver, being dedicated to drive for a particular office holder until otherwise notified by the Secretary. The provisions outlined below apply to an Ongoing Driver for any period whilst he/she is designated a Dedicated Driver.

A Dedicated Driver may be appointed to drive office holders as determined by the Parliament or Prime Minister of the day.

Dedicated Drivers shall be eligible to receive a Dedicated Driver Allowance as per Attachment A. The Dedicated Driver Allowance is not paid in conjunction with the State/Territory Allowance component of National Flexibility Allowance, or with any residual payments to former recipients of State/Territory Allowance as specified in clause 230.

Dedicated Drivers will operate under the biannual cycle except that the overtime component will be seven hours per week, therefore the biannual cycle hours required, subject to clause 232, will be 1118.

232. Excess hours within a cycle worked by Dedicated Drivers

At the request of the Secretary, a Dedicated Driver may exceed the maximum number of hours worked within the cycle.

Where a Dedicated Driver exceeds or it appears they will exceed the applicable hours as defined in clause 231 within any biannual reconciliation period as defined in clause 220, the driver will have the option of either payment at the normal hourly rate or time off in lieu or a combination thereof as soon as possible after the end of each biannual period.

A Dedicated Driver shall receive at least two weeks notice (or four weeks if he or she has been performing the role for two or more years) in the event they cease to become a Dedicated Driver. The Dedicated Driver Allowance will cease at the expiration of the notice period.

A Dedicated Driver will be required to undertake pool work when not required by their allocated entitlee.

Where an Ongoing Driver relieves in the Dedicated Driver position, that driver will receive the proportional daily rate of the Dedicated Driver Allowance for the days that the relief is performed.

A Dedicated Driver may request his or her hours for a Biannual Cycle be reduced to less than 1118 but not less than 988. Such requests will be considered having regard to the specific operational circumstances and the personal circumstances of the Driver. Where such a request is granted the Driver's remuneration will be on a pro-rata basis.

233. Excess Ongoing Drivers Redundancy

The provisions of clause 233-240 cover only Ongoing Drivers who are not on probation.

For the purposes of these provisions, an Ongoing Driver is excess if:

- the driver is included in a class of employees employed by COMCAR, which class comprises a greater number of employees than is necessary for the efficient and economical working of COMCAR;
- the services of the Ongoing Driver cannot be effectively used because of technological or other changes in the work methods, or changes in the nature, extent or organisation of the functions of COMCAR; or
- the Ongoing Driver's work is to be performed on an ongoing basis in a different geographic locality, they are not willing to relocate to that locality and the Secretary has determined that this definition applies to the Ongoing Driver.

234. Consultation process

When the Secretary is aware that an Ongoing Driver is likely to become excess, the Secretary will advise the driver of the situation and that they may choose to have a representative present, which may include a union party to this Agreement.

The Secretary will hold discussions with the Ongoing Driver and/or where the driver chooses, their representative, over a period not exceeding one month, to consider:

- measures that could be taken to resolve the situation, including redeployment at or below the driver's classification level;
- referral to a suitable redeployment agency; and
- whether voluntary retrenchment might be appropriate.

The Secretary will identify the Ongoing Driver who is excess to COMCAR's requirements:

- after the discussions referred to above have been held; or
- where the Ongoing Driver or their representative has declined to discuss the matter, one month after the Secretary had advised him or her; and
- will immediately advise the Ongoing Driver in writing that they are excess.

The Secretary may, prior to the conclusion of these discussions, invite Ongoing Drivers who are not excess to express an interest in voluntary retrenchment, where the retrenchment of those drivers would permit the redeployment of drivers who are in a redundancy situation.

The Secretary will then establish, through consultation with the identified driver/s, whether they want to be offered voluntary retrenchment immediately or seek redeployment. An Ongoing Driver seeking redeployment will be advised in writing that they are excess (if this has not already occurred) and be immediately referred to a suitable redeployment agency or program for redeployment assistance.

The Secretary will take all reasonable steps, consistent with the interests of the efficient operation of COMCAR, to assign excess Ongoing Drivers to suitable vacancies at the same classification level within COMCAR or Finance.

235. Voluntary retrenchment

Where the Secretary invites an excess Ongoing Driver to accept voluntary retrenchment, the driver will have one month in which to accept the offer. Where the offer is accepted, the Secretary will not give notice of termination before the end of that period, without the agreement of the driver.

Within that month, an Ongoing Driver invited to accept voluntary retrenchment must be given information on their entitlements, including:

- the amount of severance pay, pay in lieu of notice and paid up leave credits;
- the amount of accumulated superannuation contributions;
- the options concerning superannuation;
- the taxation rules applying to the various payments; and
- that there is assistance, up to a maximum of \$1,000, for financial advice.

The Secretary may make an offer of voluntary retrenchment to an excess Ongoing Driver within two months of action being taken under clause 234 for redeployment and, if not already made, will usually make an offer at the end of that period to any Ongoing Driver who has not been redeployed.

Only one offer of voluntary retrenchment will be made to an excess Ongoing Driver.

An excess Ongoing Driver who declines an offer of voluntary retrenchment or who does not accept the offer within the one month period will immediately be referred to a suitable redeployment agency or program for redeployment assistance.

236. Period of notice

Where the excess Ongoing Driver agrees to be voluntarily retrenched, the Secretary may retrench him or her by giving the required notice of termination under section 29 of the PS Act. The period of notice will be four weeks (or five weeks for a driver over 45 years of age with at least five years of continuous service).

Where an Ongoing Driver terminates or is terminated 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.

237. Severance benefit

Ongoing Drivers who agree to be retrenched and whose employment is terminated by the Secretary under section 29 of the PS Act on the grounds that they are excess to requirements are entitled to be paid a sum equal to two weeks' Salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the driver is entitled to under the National Employment Standards.

The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.

The severance benefit will be calculated on a pro-rata basis for any period worked part time, if the driver has less than 24 years' full time service.

Service for severance pay purposes means:

- service in an agency;
- Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- 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;
- service with the Australian Defence Forces;
- 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;
- service in another organisation where
 - a) an Employee was moved from the APS to give effect to an administrative re-arrangement; or
 - b) an Employee of that organisation is engaged as an APS Employee as a result of an administrative re-arrangementand such service is recognised for long service leave purposes.

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

- the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the before ceasing employment with the preceding employer; or
- the earlier period of service was with the APS and ceased because the Employee was deemed to have resigned from the APS on marriage.

Any period of service, which ceased:

- through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - the Employee lacks, or has lost, an essential qualification for performing his or her duties;
 - non-performance, or unsatisfactory performance, of duties;
 - inability to perform duties because of physical or mental incapacity;
 - failure to satisfactorily complete an entry level training course;
 - failure to meet a condition imposed under section 22(6) of the PS Act; or
 - a breach of the Code of Conduct; or
- on a ground equivalent to a ground listed in subparagraph (a) above under the repealed *Public Service Act 1922*; or
- through voluntary termination at or above the minimum retiring age applicable to the Employee; or
- with the payment of a redundancy benefit or similar payment or an Employer-financed retirement/termination benefit;

will not count as service for severance-pay purposes.

Absences from work which do not count as service for long service leave purposes will not count as service for severance-pay purposes.

COMCAR is bound by the rules governing re-engagement by an Australian government agency of an ex-APS or Parliamentary Service Act Employee who has received a redundancy benefit.

238. Rate of payment - severance benefit

For the purpose of calculating any payment under clause 237, 'Salary' will include:

- the driver's full time salary, adjusted on a pro-rata basis for periods of part-time service; and
- ongoing allowances paid under this agreement including National Flexibility Allowance and Dedicated Driver Allowance.

239. Retention periods

An excess Ongoing Driver who does not accept an offer of voluntary retrenchment will not be involuntarily terminated without his or her agreement until the following retention periods have elapsed:

- thirteen months where he or she have 20 or more years of service or are over 45 years of age; or
- seven months for other drivers.

The retention period will commence on the earlier of:

- the day the driver is advised in writing by the Secretary that they are an excess Ongoing Driver under clause 234; or
- one calendar month after the day on which the Secretary invites the Ongoing Driver to accept voluntary retrenchment under clause 234.

During the retention period, the Secretary:

- will continue to take reasonable steps to find alternative employment for the excess Ongoing Driver; and
- may, with four weeks' notice, assign the excess Ongoing Driver to duties with a lower classification, but where this occurs before the end of the retention period, the driver will receive income maintenance to maintain his or her salary at the previous higher classification for the balance of the retention period.

The excess Ongoing Driver may request assistance in meeting reasonable travel and incidental expenses, where these are not met by the prospective employer, incurred seeking alternative employment and/or in moving residence to take up alternative employment.

Where:

- an excess Ongoing Driver has been receiving redeployment assistance for two months; and
- the redeployment agency certifies that there is no reasonable prospect of redeployment in the APS; and
- the Secretary is satisfied that there is insufficient productive work available for them in COMCAR during the remainder of their retention period;
- the Secretary may, with the agreement of the Ongoing Driver, terminate their employment under section 29 of the PS Act and pay the balance of the retention period as a lump sum, and this payment will be taken to include the payment in lieu of notice of termination.

If an Ongoing Driver is entitled to a redundancy payment under the National Employment Standards, the relevant retention period set out in this clause will be reduced by the driver's redundancy pay entitlement under the National Employment Standards on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

Upon termination the driver will be paid a lump sum comprising:

- the balance of the retention period (as shortened for the NES under this clause) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
- the driver's NES entitlement to redundancy pay.

240. Involuntary termination

Subject to clause 235, the Secretary may involuntarily terminate the employment of an excess Ongoing Driver under section 29 of the PS Act at the end of the retention period.

An excess Ongoing Driver will not be terminated involuntarily if they have not been invited to accept an offer of voluntary retrenchment or have elected to be terminated but the Secretary or his delegate has refused to approve it.

An excess Ongoing Driver will not be terminated involuntarily without being given four weeks' notice (or five weeks' notice if they are over 45 with at least five years of continuous service) of termination, or payment in lieu of notice, and this period of notice will, as far as practicable, be within the retention period outlined in clause 239.

Attachment A - Classification and salary tables

Table 1: Before commencement of the Agreement

	APS1	APS2	APS3	APS4	APS5	APS6	EL 1	EL 2
Min Guidepoint	\$39,800	\$45,700	\$50,800	\$57,300	\$63,900	\$70,300	\$91,000	\$111,100
1st pay point	\$40,400	\$46,500	\$52,100	\$58,700	\$65,000	\$72,000	\$92,900	\$112,900
2nd pay point	\$41,000	\$47,400	\$53,500	\$59,800	\$66,500	\$73,600	\$94,700	\$115,100
3rd pay point	\$41,900	\$48,300	\$54,700	\$61,300	\$67,700	\$75,400	\$96,700	\$117,300
4th pay point	\$43,100	\$49,400	\$56,100	\$62,500	\$69,000	\$77,000	\$98,400	\$119,300
5th pay point	\$44,400	\$50,800	\$57,300	\$63,900	\$70,300	\$78,700	\$100,400	\$121,500
6th pay point	\$45,900	\$52,300	\$58,600	\$65,400	\$71,700	\$80,400	\$103,500	\$123,600
7th pay point						\$85,800	\$110,200	\$130,800
Max Guidepoint						\$91,600	\$117,400	\$138,400

Table 2: From the first full pay period following commencement of the Agreement, 3 % increase

	APS1	APS2	APS3	APS4	APS5	APS6	EL 1	EL 2
Min Guidepoint	\$40,994	\$47,071	\$52,324	\$59,019	\$65,817	\$72,409	\$93,730	\$114,433
1st pay point	\$41,612	\$47,895	\$53,663	\$60,461	\$66,950	\$74,160	\$95,687	\$116,287
2nd pay point	\$42,230	\$48,822	\$55,105	\$61,594	\$68,495	\$75,808	\$97,541	\$118,553
3rd pay point	\$43,157	\$49,749	\$56,341	\$63,139	\$69,731	\$77,662	\$99,601	\$120,819
4th pay point	\$44,393	\$50,882	\$57,783	\$64,375	\$71,070	\$79,310	\$101,352	\$122,879
5th pay point	\$45,732	\$52,324	\$59,019	\$65,817	\$72,409	\$81,061	\$103,412	\$125,145
6th pay point	\$47,277	\$53,869	\$60,358	\$67,362	\$73,851	\$82,812	\$106,605	\$127,308
7th pay point						\$88,374	\$113,506	\$134,724
Max Guidepoint						\$94,348	\$120,922	\$142,552

Table 3: 19 July 2012, 3% increase

	APS1	APS2	APS3	APS4	APS5	APS6	EL 1	EL 2
Min Guidepoint	\$42,224	\$48,484	\$53,894	\$60,790	\$67,792	\$74,582	\$96,542	\$117,866
1st pay point	\$42,861	\$49,332	\$55,273	\$62,275	\$68,959	\$76,385	\$98,558	\$119,776
2nd pay point	\$43,497	\$50,287	\$56,759	\$63,442	\$70,550	\$78,083	\$100,468	\$122,110
3rd pay point	\$44,452	\$51,242	\$58,032	\$65,034	\$71,823	\$79,992	\$102,590	\$124,444
4th pay point	\$45,725	\$52,409	\$59,517	\$66,307	\$73,203	\$81,690	\$104,393	\$126,566
5th pay point	\$47,104	\$53,894	\$60,790	\$67,792	\$74,582	\$83,493	\$106,515	\$128,900
6th pay point	\$48,696	\$55,486	\$62,169	\$69,383	\$76,067	\$85,297	\$109,804	\$131,128
7th pay point						\$91,026	\$116,912	\$138,766
Max Guidepoint						\$97,179	\$124,550	\$146,829

Table 4: 18 July 2013, 3 % increase

	APS1	APS2	APS3	APS4	APS5	APS6	EL 1	EL 2
Min Guidepoint	\$43,491	\$49,939	\$55,511	\$62,614	\$69,826	\$76,820	\$99,439	\$121,402
1st pay point	\$44,147	\$50,812	\$56,932	\$64,144	\$71,028	\$78,677	\$101,515	\$123,370
2nd pay point	\$44,802	\$51,796	\$58,462	\$65,346	\$72,667	\$80,426	\$103,483	\$125,774
3rd pay point	\$45,786	\$52,780	\$59,773	\$66,986	\$73,978	\$82,392	\$105,668	\$128,178
4th pay point	\$47,097	\$53,982	\$61,303	\$68,297	\$75,400	\$84,141	\$107,525	\$130,363
5th pay point	\$48,518	\$55,511	\$62,614	\$69,826	\$76,820	\$85,998	\$109,711	\$132,767
6th pay point	\$50,157	\$57,151	\$64,035	\$71,465	\$78,350	\$87,856	\$113,099	\$135,062
7th pay point						\$93,757	\$120,420	\$142,929
Max Guidepoint						\$100,095	\$128,287	\$151,234

Table 5: Casual COMCAR Driver increases

Per hour (incorporating casual loading)	Current rates	First full pay following commencement of the Agreement	3% increase from 19/7/12	3% increase from 18/7/13
Monday to Friday rate	\$30.99	\$34.59	\$35.63	\$36.70
Weekend & public holiday rate	\$46.49	\$46.49	\$46.49*	\$47.87*
Special Duties rate Monday-Friday		\$41.51	\$42.76	\$44.04
Special Duties rate weekend & public holiday		\$55.79	\$55.79*	\$57.44*

**3 per cent increase on previous year rate does not apply*

Table 6: Ongoing Drivers base salary

Base salary	APS Classification	Current rates	First full pay following commencement of the Agreement	3% increase 19/7/12	3% increase 18/7/13
Pool Driver	APS Level 2	\$51,744	\$53,297	\$54,896	\$56,543
Supervising Driver	APS Level 2	\$55,313	\$56,973	\$58,683	\$60,443

Table 7: Ongoing Drivers allowances

Allowance	Current rates	First full pay following commencement of the Agreement - 9%
National Flexibility Allowance (existing)	\$8,901	\$9,703
State/Territory Allowance component of NFA	\$3,598	\$3,922
National Flexibility Allowance total	\$12,499	\$13,624
ACT* (\$6,747)	\$3,149	\$2,825
Dedicated Driver Allowance (inclusive of State/Territory Allowance where applicable)	\$18,610	\$20,285

** Ongoing Drivers based in the ACT will receive the difference between their former State/Territory Allowance and the revised component of National Flexibility Allowance as an allowance payment.*

Attachment B- Recognition of allowances for particular purposes

	Counts as salary for superannuation purposes (CSS, and PSSdb)	Payable during long service leave	Payable during annual leave	Reduced pro rata during period of half pay leave (if payable during leave)	Included in income maintenance for Excess Employees	Included in Salary for calculation of severance or redundancy payments	Included in Salary for payment in lieu of notice of termination of employment	Counts towards Salary used to calculate overtime
HDA	#	*	*	+	*	□	□	+
Restriction Payment	#	*	*	+	X	X	X	X
Departmental Liaison Allowance	+	X	+	+	+	+	+	X
First Aid Allowance	+	O	O	+	+	+	+	X
COMCAR Roster Allowance	+	+	+	+	*	+	+	X
Additional Duty EL Employees	X	X	X	X	X	X	X	X
COMCAR Operational Allowance	+	+	+	+	+	+	+	X
Supervisor Driver allowance	+	+	+	+	+	+	+	X
Superannuation allowance	X	+	+	+	+	X	+	X

Symbol	Description
#	Yes, if in receipt of allowance for continuous period of greater than 12 months or there is a likelihood that the member will receive the allowance for a continuous period of not less than 12 months and a certificate to this effect has been given.
x	Not payable
*	Yes, subject to certain conditions
+	Yes
O	Yes, if absence less than four weeks
□	Yes, if in receipt of allowance 12 months immediately preceding notice of retirement.

Attachment C – Protocols for union representatives and workplace delegates

General principles

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Finance and union workplace delegates will deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include, but are not limited to:

- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
- the right to participate in collective bargaining on behalf of those whom they represent, as per the FW Act;
- the right to reasonable paid time to provide information to and seek feedback from Employees in the workplace on workplace relations matters at the agency during normal working hours;
- the right to email Employees in their workplace to provide information and seek feedback, subject to individual Employees exercising a right to 'opt out';
- undertaking their role and having union representation on an agency's workplace relations consultative committee;
- reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where Employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested Employees and the union, subject to agency policies and protocols;
- the right to address new Employees about union membership at the time they enter employment;
- the right to consultation, and access to relevant information about the workplace and the agency; and
- the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
- reasonable access to appropriate training in workplace relations matters including training provided by a union;
- reasonable paid time off to represent union members in the agency at relevant union forums.

In exercising their rights, workplace delegates and unions will consider operational issues, Finance policies, guidelines, and security requirements, and the likely affect on the efficient operation of the agency and the provision of services by the Commonwealth.

For the avoidance of doubt, elected union representatives include APS Employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

Use of Finance facilities

Finance will facilitate official union communication with members through the following means:

Notice boards

Notice boards are available in the common areas for unions and workplace representatives to communicate with Employees. All communications posted on notice boards must be visibly authorised by the union or the workplace delegate posting it. The union or workplace delegate is responsible for the management of the information, including its timely removal once its purpose has been served. The foyer and atrium are public areas, and are not considered common areas for the purposes of this document.

Email and telephone

The following process must be adhered to for email distribution:

- The Assistant Secretary, HR Services should be notified 24 hours prior to distribution of the email.
- Workplace delegates do not have authority to distribute emails using the 'All staff' email list. Emails can be distributed via branch, division or group email lists using the 'bcc' field.
- All emails must outline an Employee's right to 'opt-out- of future union communications and, where an Employee exercises the right to opt-out, it will be honoured by the union.

Intranet

Finance does not endorse the independent use of Finance's intranet by the union or its delegates. Finance will facilitate links to the CPSU, MEAA and TWU on the Finance intranet site, and workplace delegate contact information.

The following use of facilities will not be permitted:

- desk drops; and
- Finance's facilities will not be used to print, circulate or promote information that could be perceived as having a political nature or that could be associated with the interests of a political party.

Inappropriate use of departmental facilities

Any perceived misuse of departmental facilities or non-compliance with Finance policies (including these protocols, particularly email distribution) will be dealt with informally by the Director, Employee Relations and Conditions Section (in HR Services) and delegates, to ensure mutual understanding and resolution of issues. If no resolution is gained, the matter will be escalated to the Assistant Secretary, HR Services.

If it is determined that departmental facilities are being misused by a workplace delegate, use of Finance's facilities will be suspended until the alleged misuse has been dealt with by Finance, the workplace delegate and the union.

Disputes in relation to the application of these protocols will be dealt with informally through the Assistant Secretary, HR Services, in the first instance. In the event that a formal procedure is required, the dispute settlement process in the Finance Enterprise Agreement will be used.

Meetings and orientation

Group or individual meetings may occur between Employees and their representatives subject to reasonable notice, prior arrangement and the availability of suitable resources, e.g. meeting rooms.

- One-on-one meetings between a workplace delegate and an Employee should generally last no more than 30 minutes.
- General meetings to discuss workplace issues with union members are to be held outside working hours (e.g. during unpaid lunch breaks) unless otherwise approved by the Assistant Secretary, HR Services.
- Union representatives will have access to Graduate orientation, in accordance with specific protocols established for that purpose. This includes prior notice to the Assistant Secretary, HR Services, of nominated representatives, and allotted time during these sessions for union representatives.
- Finance has a general online orientation system which provides information on union contacts.

Union representatives' access to Finance premises

- Except where the union is exercising right of entry provisions under s.481-484 of the FW Act, access to the premises is subject to 24 hours notice to the Assistant Secretary, HR Services, or another officer advised by him/her, stating the purpose of the visit, the proposed time(s) and duration of attendance, and the names of the persons attending.
- Union access is restricted to current right of entry permit holders. Access for other representatives will be by prior arrangement with the Assistant Secretary, HR Services.
- Union representatives accessing Finance premises will be issued contractor entry permits and will abide by all instructions issued by the agency security adviser relating to their conduct whilst on the premises, including restricting their activities to locations designated by the agency security adviser and/or the Assistant Secretary, HR Services.
- Union representatives will at all times carry and display identification clearly indicating the organisation they represent.
- While attending Finance premises, union representatives will minimise interruptions to normal work flows, respect the freedom-of-association rights of Employees (including their right to associate or not to associate with a union), and will not impede the free movement of Employees and visitors to Finance.