



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Office of the Renewable Energy Regulator T/A ORER

(AG2011/12475)

OFFICE OF THE RENEWABLE ENERGY REGULATOR ENTERPRISE AGREEMENT 2011-2014

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 11 OCTOBER 2011

Application for approval of the Office of the Renewable Energy Regulator Enterprise Agreement 2011-2014.

[1] An application has been made for approval of an enterprise agreement known as the Office of the Renewable Energy Regulator Enterprise Agreement 2011-2014 (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 October 2011. The nominal expiry date of the Agreement is 30 June 2014.

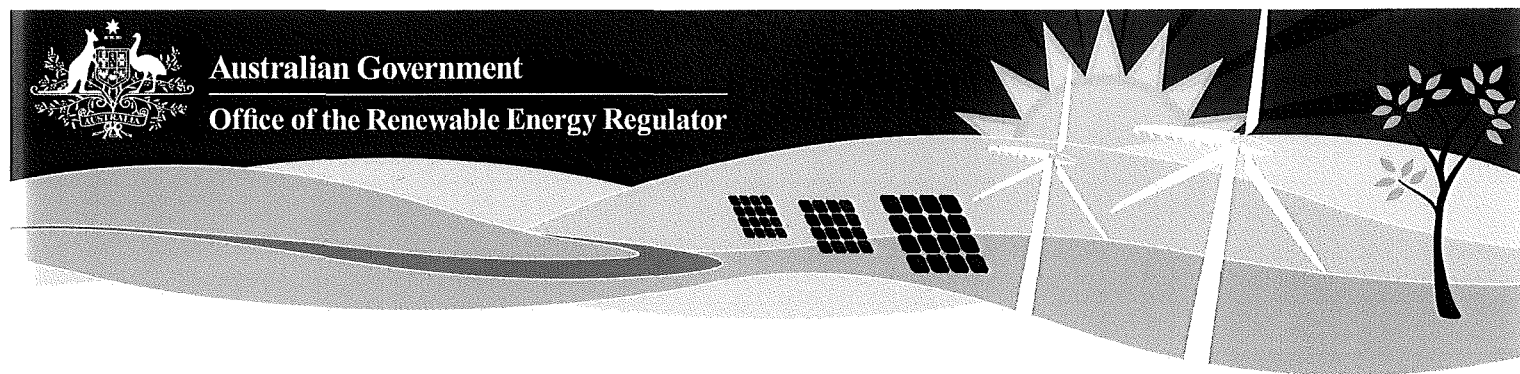


Printed by authority of the Commonwealth Government Printer

<Price code G, AE888780, PR515567>



Australian Government
Office of the Renewable Energy Regulator




Office of the Renewable Energy Regulator Enterprise Agreement 2011-2014





FORMAL ACCEPTANCE OF AGREEMENT

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

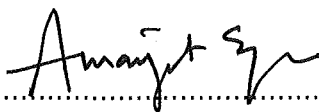
 date: 30 September 2011


Christopher Branson
Acting Renewable Energy Regulator
Level 13, 20 Allara Street
CANBERRA ACT 2601

SIGNED for and on behalf of the **MINISTER OF STATE FOR CLIMATE CHANGE AND ENERGY EFFICIENCY**

In the presence of:

Amarjot Singh Rathore
.....
(Name of witness)


.....
(Signature of witness)

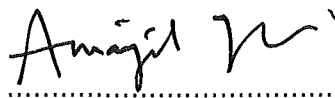
 date: 30 September 2011

Prue Brooks
Nominated Bargaining Representative

SIGNED on behalf of other **BARGANING REPRESENTATIVES** and **ORER STAFF**
Level 13, 20 Allara Street
CANBERRA ACT 2601

In the presence of:

Amarjot Singh Rathore
.....
(Name of witness)


.....
(Signature of witness)



OFFICE OF THE RENEWABLE ENERGY REGULATOR ENTERPRISE AGREEMENT 2011-2014

Contents

1. Title, Scope and Operation of Agreement	2
Title of Agreement	2
Parties to this Agreement.....	2
Purpose of this Agreement	2
ORER Values	2
Operation of this Agreement	2
Guidelines and Policies to Support this Agreement.....	3
Flexibility Arrangements.....	3
Delegation	4
No Extra Claims.....	4
2. Working Cooperatively	4
Consultation and Representation.....	4
Freedom of Association	5
Recognition of Workplace Delegates	5
Staff Consultative Committee.....	5
3. Leave	6
General Principles	6
Portability of Leave	6
Annual Leave.....	6
Purchased Leave.....	7
Personal/Carers Leave	7
Use of Personal/Carers Leave	7
Compassionate Leave	8
Community Volunteer Leave.....	8
Maternity Leave, Paternity Leave and Supporting Partner Leave.....	8
Adoption/Fostering Leave	9
Defence Reserve Leave	9
Miscellaneous Leave	10
Leave Without Pay.....	10
Long Service Leave	11
Unauthorised Absence.....	11
4. Allowances and Reimbursements	12
General.....	12
Travel Allowance	12
Conditions for Overseas Travel.....	12
Equipment Allowance	13
Departmental Liaison Officer Allowance	13
Motor Vehicle Allowance.....	13
First Aid Allowance, Fire Warden Allowance and Health and Safety Representative Allowance ...	13
Overtime Meal Allowance	13
Restriction Allowance.....	13
Language Proficiency Allowance	14



Relocation Assistance.....	14
Loss or Damage of Personal Effects.....	14
Family Responsibilities.....	14
Other Allowances and Reimbursements.....	14
5. Remuneration and Structure.....	15
Payment of Salary.....	15
Junior Rates.....	15
Broadbands for APS Levels.....	15
Broadbands for Public Affairs Officers.....	15
Broadbands for Legal Officers.....	16
Broadbands for Science and Engineering Officers.....	16
Salary Rates for Broadbands.....	16
Rates of Pay.....	16
Movement of Salary.....	16
Transition of Salary.....	17
Salary on Commencement.....	17
Temporary Reassignment of Duties.....	17
Salary Packaging.....	18
Superannuation Choice.....	18
Supported Salary.....	19
Superannuation Payments during Parental Leave.....	19
6. Flexible Working Conditions.....	19
General.....	19
Hours of Duty.....	19
Part time Employment.....	20
Flextime.....	20
Time Off in Lieu.....	21
Overtime.....	21
Non-Ongoing Employees Employed on an Irregular or Intermittent Basis (Casuals).....	22
Christmas/New Year Shutdown and Additional Absences.....	22
Public Holidays.....	22
7. Wellbeing and Development of Employees.....	23
Performance Management.....	23
Mature Age Workers.....	24
Occupational Health and Safety.....	24
Workplace Contact Officers.....	24
Employee Health and Wellbeing.....	24
Learning and Development.....	25
Study Assistance Scheme.....	25
Facilitation of Employee Feedback.....	25
Home-based Work.....	25
Employee Assistance Program.....	26
8. Managing Disputes.....	26
Dispute Resolution.....	26
Review of Actions.....	27
9. Management of Excess Employees.....	27
Application.....	27
Redeployment.....	28
Voluntary Retrenchment.....	28
Involuntary Retrenchment.....	28
Retention Periods.....	29



Payment in Lieu of Retention Period.....	29
Period of Notice	30
Accelerated Separation Arrangements	30
Severance Pay	30
Service for Severance Pay Purposes.....	30
10. Termination of Employment	31
Resignation or Retirement	31
Termination of Employment by ORER	31
11. Definitions and Interpretation.....	32
Schedule 1 – Classifications and Pay Rates	33
Schedule 2 – Rights of Workplace Delegates and Elected Union Representatives	36

1. TITLE, SCOPE AND OPERATION OF AGREEMENT

Title of Agreement

- 1.1 This Agreement is called the Office of the Renewable Energy Regulator Enterprise Agreement 2011-2014.

Parties to this Agreement

- 1.2 This Agreement is made under Part 2-4 of the *Fair Work Act 2009*, between the Renewable Energy Regulator of the Office of the Renewable Energy Regulator (ORER) on behalf of the Commonwealth of Australia and ORER employees.
- 1.3 This Agreement covers all APS employees of the Office of the Renewable Energy Regulator (ORER) employed under the *Public Service Act 1999*, except for Employees in the Senior Executive Service (SES).

Purpose of this Agreement

- 1.4 This Agreement is an integral component of ORER's corporate management framework and contributes to ORER's efficiency and effectiveness by improving policy and program outcomes.
- 1.5 This Agreement provides the terms and conditions of employment for ORER employees covered by this Agreement, providing flexibility and choice for employees to enhance the quality of their working lives, including through measures to promote work/life balance.

ORER Values

- 1.6 Along with a prevailing consideration of the environment, employees of ORER exemplify the Australian Public Service (APS) Code of Conduct and Values and the behaviours of a high performance workforce.
- 1.7 ORER strives to maintain a highly professional and committed workforce to deliver its vision and mission. ORER is committed to recruiting and retaining excellent people through:
- ongoing development;
 - encouraging flexible, healthy and safe work practices;
 - competitive rewards and recognition;
 - encouraging and supporting innovation and continuous improvement; and
 - providing a productive and supportive working environment for our people.

Operation of this Agreement

- 1.8 This Agreement will commence seven days after approval of the Agreement by the Fair Work Australia (FWA). The nominal expiry date will be 30 June 2014.
- 1.9 The parties acknowledge that this Agreement operates to the exclusion of Awards.

Guidelines and Policies to Support this Agreement

- 1.10 Various employment conditions contained in this Agreement are or will be supported by guidelines and policies specific to ORER. The guidelines and policies do not form part of this Agreement and this Agreement will prevail to the extent of any inconsistency. The parties to this Agreement acknowledge that many of the guidelines and policies are new or still in the development stage.
- 1.11 The parties agree that guidelines and policies relevant to this Agreement will be developed and maintained in consultation with the Staff Consultative Committee (see subclause 2.8).
- 1.12 ORER is committed to developing and maintaining policies that promote ORER as a responsible employer with a positive aim to nurture and develop employees, as well as satisfying its corporate and statutory responsibilities. Such policies are described in various sections of this Agreement.
- 1.13 Any disputes over the application of policies and guidelines that support the application of this Agreement will be managed under the provisions of this Agreement.

Flexibility Arrangements

- 1.14 ORER and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
 - a. the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) remuneration
 - (vi) leave; and
 - b. the arrangement meets the genuine needs of ORER and the employee in relation to one or more of the matters mentioned in paragraph (a); and
 - c. the arrangement is genuinely agreed to by the employer and employee.
- 1.15 ORER will ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 1.16 ORER will ensure that the individual flexibility arrangement:
 - a. is in writing; and
 - b. includes the name of the employee; and
 - c. is signed by the Renewable Energy Regulator and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:

- (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 1.17 ORER will give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 1.18 ORER or the employee may terminate the individual flexibility arrangement:
- a. by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
 - b. if ORER and the employee agree in writing – at any time.

Delegation

- 1.21 The Renewable Energy Regulator may delegate to or authorise a person to perform any of the Renewable Energy Regulator's powers or functions under this Agreement

No Extra Claims

- 1.22 From the commencement of this Agreement, a person or organisation covered by this Agreement will not pursue further claims for terms and conditions that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

2. WORKING COOPERATIVELY

Consultation and Representation

- 2.1 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.
- 2.2 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, ORER will notify the employees who are likely to be affected by the proposed changes and their representatives, if any.
- 2.3 Significant effects include:
- a. termination of the employment;
 - b. major changes in the composition, operation or size of ORER's workforce or to the skills required;
 - c. the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - d. significant alteration of hours of work;
 - e. the need to retrain employees

- f. the need to relocate employees to another workplace; and
- g. the major restructuring of jobs

- 2.4 ORER will discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in subclause 2.2, 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 will give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes. The discussions will commence as early as practicable after a definite decision has been made to make the changes referred to in subclause 2.2.
- 2.5 For the purposes of such discussion, the employees and their representatives, if any, will 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. ORER is not required to disclose confidential or commercially sensitive information to the employees.

Freedom of Association

- 2.6 The parties recognise that employees are free to choose to join or not to join a union, consistent with the *Fair Work Act 2009*.

Recognition of Workplace Delegates

- 2.7 ORER recognises, respects and will facilitate the roles undertaken by union workplace delegates and other elected union representatives at the workplace level. ORER will observe the protocols on negotiation, communication and access to the workplace, as detailed in the APS Bargaining Framework and presented in Schedule 2.

Staff Consultative Committee

- 2.8 The Staff Consultative Committee (SCC) provides a forum for consultation between ORER and employee representatives on workplace issues, and allows for the views of employees to be taken into account in the decision making process.
- 2.9 The SCC will be comprised of management representatives, a minimum of three employees elected by ORER employees as staff representatives, including one representative elected from the Executive Level 2 classification group.
- 2.10 The SCC will determine its terms of reference, method of operation and frequency of meetings, which will be at least quarterly.
- 2.11 ORER will consult with the SCC on matters that affect employees including but not limited to:
- implementation of this Agreement;
 - ORER policies, procedures and guidelines;
 - accommodation, facilities and systems;
 - recruitment;
 - OH&S; and
 - employment related data.

2.12 Nothing in this clause precludes ORER from consulting directly with employees and/or their representatives as required.

3. LEAVE

General Principles

- 3.1 ORER and its employees agree that the provisions in this clause will be supported by guidelines that will assist employees and managers to administer leave entitlements. The guidelines will not be inconsistent with this Agreement and this Agreement will prevail to the extent of any inconsistency.
- 3.2 ORER commits to undertakings in this Agreement in relation to work/life balance and the health and wellbeing of employees. In that context, all applications for leave shall be granted on reasonable request, providing they can be accommodated within operational requirements and the employee is eligible for the leave.
- 3.3 Employees are responsible for accurately recording their absence by the required methods.

Portability of Leave

- 3.4 The leave credits of all employees at the time this Agreement takes effect will carry over to this Agreement.
- 3.5 If an employee joins ORER from another agency staffed under the *Public Service Act 1999* or the *Parliamentary Service Act 1999* or from the ACT Government Service, any accrued annual leave or personal leave (however described) will be recognised by ORER, provided there is no break in continuity of employment.
- 3.6 Where an ongoing APS employee moves (including on promotion or for an agreed period) from another agency, 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.
- 3.7 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 Renewable Energy Regulator, at the employee's request, may 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

- 3.8 The core features of annual leave are:
- Leave accrues at a rate of twenty days per year on a daily prorata basis and is available as it accrues;
 - Leave will not accrue during periods of unauthorised absence or leave without pay that does not count as service;
 - Leave can be taken at half pay for periods of one day or more;

- If an employee is medically unfit for duty for one day or more whilst on annual leave and has satisfactory medical evidence for the grant of personal leave, then annual leave will be re-credited;
- If an employee has a leave balance in excess of forty days, the employee's manager may direct the employee to take up to a quarter of the leave;
- An employee may cash out up to ten days leave per annum, subject to conditions in the guidelines and provided that the employee retains at least 4 weeks leave after cashing out;
 - each cashing out of a particular amount of annual leave must be by a separate agreement in writing between ORER and the employee
 - the employee is to be paid at least the full amount that would have been payable had the employee taken the leave that has been forgone; and
- An employee whose employment ends will receive payment in lieu of unused annual leave.

Purchased Leave

3.9 Ongoing employees may apply to purchase up to twenty days additional leave per calendar year by way of fortnightly salary deductions, under the conditions contained in Leave Guidelines.

Personal/Carers Leave

3.10 The core features of personal/carers leave are:

- Employees accrue personal/carers leave at a rate of twenty (20) days per year. The full annual credit for ongoing employees is granted on commencement of employment in ORER for employees new to the APS; and further credits are granted on the anniversary of the employee's commencement in the APS;
- Non-ongoing employees accrue personal/carers leave on a monthly basis in arrears.
- Leave will not accrue during periods of unauthorised absence or leave without pay that does not count as service;
- Leave may be taken at half pay for an absence of at least one full day; and
- A manager may request an employee to show evidence of the need to use personal/carers leave for absences in excess of three consecutive days or if the employee's use of personal leave without showing evidence exceeds ten days in a year. Suitable evidence is a medical certificate from a registered health practitioner or, where it is not practical to provide a medical certificate, other supporting evidence acceptable to the employee's manager

Use of Personal/Carers Leave

3.11 Personal/Carers leave credits can be used when required for the following purposes:

- When an employee is ill or injured and unable to attend for duty; and
- to enable an employee to care for a family or household members who requires care or support because of a personal illness or injury affecting the member or an unexpected emergency affecting the member.

- 3.12 If an employee has exhausted their entitlement to paid personal/carers leave or does not have personal/carers leave entitlements, the employee may take up to two days unpaid personal/carers leave each time a member of the employee's family or household requires care or support because of personal illness or injury or an unexpected emergency affecting the member.

Compassionate Leave

- 3.13 Compassionate leave is available when a member of the employee's immediate family or household or a person with whom the employee has a close personal relationship contracts or develops an illness or sustains an injury that poses a serious threat to his or her life, or dies.
- 3.14 An employee is able to take 3 days compassionate leave on each occasion that leave is required to enable the employee to spend time with the member who has contracted the illness or sustained the injury or after the death of the member.

Community Volunteer Leave

- 3.15 Employees may be granted reasonable unpaid leave each calendar year to volunteer with registered community organisations, in accordance with the National Employment Standards. The amount of leave granted will take account of operational requirements. Volunteer work must not:
- a) involve any payment in cash or kind for work performed;
 - b) replace a paid worker;
 - c) as a general rule be undertaken solely for direct personal benefit;
 - d) be work which does not have a community focus;
 - e) present a conflict of interest for the ORER; and
 - f) be primarily focused on promoting particular religious or political views.

Maternity Leave, Paternity Leave and Supporting Partner Leave

- 3.16 Employees are eligible for leave under the following provisions and to the extent allowable under the relevant legislation and the terms of this Agreement, employees may make use of all available provisions:
- the *Maternity Leave (Commonwealth Employees) Act 1973*;
 - the *Paid Parental Leave Act 2010*;
 - the *Fair Work Act 2009*; and
 - subclauses 3.16 and 3.17 of this Agreement.
- 3.17 Under this Agreement, an employee who is eligible for paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* will be entitled to an additional ten working days paid leave in addition to and continuous with her entitlement under the Act.
- 3.18 An employee is eligible for ten days paid leave in the event of the employee's partner giving birth to a child or in the event of the employee adopting or fostering a child. The leave should be taken within three months of the birth or adoption.
- 3.19 An employee may elect to take paid leave under subclauses 3.16 and 3.17 at half pay. Any period in excess of fourteen weeks will not count as service.

Adoption/Fostering Leave

- 3.20 An employee whose service would have qualified them for paid maternity leave and who is to be the primary care giver for an adopted or fostered child is eligible for up to 14 weeks paid leave for the purposes of adopting or fostering the child. Such leave will be in lieu of any leave under subclause 3.17 and may be taken within 66 weeks of assuming responsibility for the child.
- 3.21 Adoption leave may be approved for the purposes of:
- completing administrative and legal procedures;
 - travelling to and returning from the location where the employee first accepts responsibility for the adopted or fostered child;
 - recuperating with the child upon returning home; and
 - any other purposes associated with the adoption or fostering arrangement, as agreed by the Renewable Energy Regulator.
- 3.22 An employee with less than 12 months continuous service in the APS is eligible for adoption/fostering leave without pay.
- 3.23 Adoption/fostering leave with pay counts as service for all purposes.

Defence Reserve Leave

- 3.24 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

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

- 3.25 An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
 - With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
 - Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.
- 3.26 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.
- 3.27 Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

3.28 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

Miscellaneous Leave

3.29 An employee may be granted leave for a number of purposes in addition to specific provisions in this Agreement. Leave may be with pay or without pay. Leave guidelines explain the circumstances and conditions under which leave may be granted.

3.30 Miscellaneous leave with pay may be granted as follows:

- To members of emergency services (such as the State Emergency Services). Leave may be for the period required to perform the relevant duties;
- To enable employees to attend to consequences of natural disasters that affect them. Leave may be up to five days;
- To employees of Aboriginal and Torres Strait Islander origin, for recognised ceremonial purposes;
- To attend health or legal appointments or to accompany a family member to health or legal appointments;
- To attend to urgent or unforeseen personal matters such as household emergencies, repairs or disruption to childcare arrangements (for up to a day per occurrence);
- To move house (generally one day in any twelve month period).
- To attend for jury service, for the period(s) required;
- To donate blood, for the period required;
- To participate in international sporting events, as a competitor or official, for the period required;
- To enable an employee to attend their graduation ceremony, for up to one day; and
- To enable an employee to attend their citizenship conferring ceremony, for up to one day.

Leave Without Pay

3.31 The Renewable Energy Regulator may grant an employee leave without pay. Without limiting the scope for granting leave, this subclause will enable employees who are unable to access paid leave to take leave without pay for the following purposes:

- To take up employment in the public interest;
- To accompany their spouse on an international posting;
- To attend to regular training, reasonable travel, recovery time and ceremonial duties associated with emergency duties services;
- For cultural, ceremonial or NAIDOC purposes;
- To undertake full-time study; or
- Any other reasons agreed by the Renewable Energy Regulator.

Long Service Leave

- 3.32 This Agreement does not affect employees' entitlements under the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 3.33 The minimum period of long service leave at full pay will be seven days. Periods of long service leave may not be broken by periods of annual leave.
- 3.34 Long Service Leave may be taken at half pay, for a minimum of fourteen days.

Unauthorised Absence

- 3.35 If an employee is absent from duty without authority, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave. A period of unauthorised absence does not count as service.

4. ALLOWANCES AND REIMBURSEMENTS

General

- 4.1 The allowances in this clause will be administered under guidelines and associated instructions that relate to the particular allowances.
- 4.2 Rates of allowances will be reviewed and adjusted as indicated in this clause. In determining adjustments, ORER will take account of advice from accredited providers and other recognised sources. ORER will consult with the SCC on any proposed adjustments.
- 4.3 The allowances in this clause will not be considered salary for superannuation purposes.

Travel Allowance

- 4.4 An ORER employee who is required to travel overnight on ORER business will receive allowances to meet costs for acceptable expenses. Where an employee can demonstrate that the prescribed allowance is insufficient to cover expenses, the Renewable Energy Regulator may approve payment of another amount.
- 4.5 Employees required to be absent from their usual place of work on official travel and not absent overnight but absent for more than ten hours, will be paid part-day travel allowance. The rate of allowance at the commencement of this Agreement is \$50.00 per day.
- 4.6 The parties to this Agreement agree that, at the beginning of this Agreement, specific amounts are prescribed in guidelines to cover accommodation, meals and incidental expenses. Over the course of this Agreement, ORER in consultation with the SCC will review the method of calculation of allowances and may determine alternative travel allowance arrangements.
- 4.7 The rates of Travel Allowance that will apply at the commencement of this Agreement are as notified in the *Australian Taxation Office Rulings on Reasonable Daily Travel Allowance* amounts (equivalent non-SES rates).

Conditions for Overseas Travel

- 4.8 The Renewable Energy Regulator may approve conditions for overseas travel. ORER will maintain policies relating to conditions, rates of allowances, payments and reimbursements for employees who are required to travel overseas on duty. ORER will be guided by contemporary conditions in other APS agencies and accredited providers in amending and maintaining the policies.
- 4.9 Overseas conditions include provisions for rest periods. The total duration of rest periods may be up to:
 - 48 hours in the case of travel between Australia and Europe, the Middle East, Africa and the Americas; and
 - 24 hours in any other case.

Equipment Allowance

- 4.10 An employee who travels overseas is entitled to claim Equipment Allowance to cover the cost of equipment or clothing that is necessary for the trip. The allowance is payable once in a three year period. The amount of the allowance at the commencement of this Agreement is \$250.00.

Departmental Liaison Officer Allowance

- 4.11 An employee who fulfils the role of Departmental Liaison Officer will receive an allowance, paid fortnightly. An employee who receives the allowance will not be eligible for payment of overtime.
- 4.12 The amount of the allowance at the commencement of this Agreement will be \$19,945 per annum. The allowance will increase by an amount commensurate with the salary increases as determined under subclause 5.10.

Motor Vehicle Allowance

- 4.13 An employee who is authorised to use their private vehicle for official purposes will receive an allowance.
- 4.14 The rate of allowance that will apply at the commencement of this Agreement is \$0.70 per kilometre.

First Aid Allowance, Fire Warden Allowance and Health and Safety Representative Allowance

- 4.15 An employee who is appointed to one or more of the following roles will be eligible to receive payment of an allowance:
- First Aid Officer;
 - Fire Warden; and/or
 - Health and Safety representative.
- 4.16 The rate of allowance at the commencement of this Agreement is \$27.00 per fortnight. The rate will increase by an amount commensurate with the salary increases as determined under subclause 5.10. An employee who performs more than one of the roles will receive one allowance per fortnight.

Overtime Meal Allowance

- 4.17 An employee up to and including APS 6 level who is directed or required to work outside of the normal bandwidth and takes a prescribed meal break will be eligible for the payment of a meal allowance. The rate of allowance that will apply at the commencement of this Agreement is \$25.00.

Restriction Allowance

- 4.18 An employee up to and including APS 6 level or equivalent who is directed or required to be contactable outside of the normal bandwidth and available to return to duty is eligible for the payment of an allowance.
- 4.19 The rate of payment will be:

- 7.5 per cent of the employee's hourly rate for each restricted hour on Monday to Friday;
- 10 per cent of the employee's hourly rate for each restricted hour on Saturday and Sunday; and
- 15 per cent of the employee's hourly rate for each restricted hour on public holidays.

Language Proficiency Allowance

4.20 The Renewable Energy Regulator may determine that an employee should receive an allowance when the employee makes regular use of a foreign language in their role. The annual rate of allowance will be \$854, \$1,706 and \$2,820, based on the employee's level of proficiency in the language, as determined by the Renewable Energy Regulator. The rates will increase by an amount commensurate with the salary increases as determined under subclause 5.10.

Relocation Assistance

4.21 The Renewable Energy Regulator may approve reasonable costs associated with the relocation of an employee upon engagement, promotion, movement or separation. The extent of assistance may be negotiated as an overall package on engagement or transfer. Relocation assistance may include:

- the costs of travel for the employee and their dependants;
- removal costs of furniture and household effects;
- the costs of furniture storage;
- assistance with meeting the costs of temporary accommodation; and/or
- under certain circumstances, assistance with the costs on sale or purchase of housing.

Loss or Damage of Personal Effects

4.22 An employee may be entitled to reimbursement or compensation for loss or damage to clothing or personal effects, which occurred in the course of or in relation to the employee's employment. The extent of reimbursement or compensation will be determined under relevant guidelines.

Family Responsibilities

4.23 The Renewable Energy Regulator may reimburse the cost of additional dependent care incurred by an employee in the event that the employee is required to work beyond their normal working hours or to travel on official business.

Other Allowances and Reimbursements

4.24 The Renewable Energy Regulator will consider any application for an allowance or reimbursement that is not prescribed in this Agreement, on a case-by-case basis, including, where appropriate, under the provisions of clause 1.16 (Flexibility Arrangements).

5. REMUNERATION AND STRUCTURE

Payment of Salary

5.1 Employees will be paid fortnightly, in arrears, by applying the following formula –

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

5.2 Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution of their choice.

Junior Rates

5.3 Junior rates will apply to employees at APS 1 level under 21 years of age as follows:

Age	Percentage of adult rate
Under 18 years	60%
18 years	70%
19 years	81%
20 years	91%

Broadbands for APS Levels

5.4 APS Level classifications in ORER will be broadbanded as follows:

- ORER Broadband 1 – APS 1, APS 2 and APS 3
- ORER Broadband 2 - APS 4 and APS 5

Broadbands for Public Affairs Officers

5.5 Roles with duties that require an employee to hold qualifications or have extensive experience in public affairs, journalism or public relations are broadbanded and designated as follows.

Local Designation	APS Classifications
ORER Public Affairs Officer Grade 1	APS 4 APS 5
ORER Public Affairs Officer Grade 2	APS 6
ORER Public Affairs Officer Grade 3	Executive Level 1 Executive Level 2
ORER Senior Public Affairs Officer Grade 1	Executive Level 2
ORER Senior Public Affairs Officer Grade 2	Executive Level 2

Broadbands for Legal Officers

5.6 Roles with duties that require an employee to hold a degree in law, or admission in Australia as a legal practitioner and to use professional legal skills and abilities are broadbanded as follows:

Local Designation	APS Classifications
ORER Legal Officer	APS 3, APS 4, APS 5 and APS 6
ORER Senior Legal Officer	Executive Level 1 and Executive Level 2
ORER Principal Legal Officer	Executive Level 2

Broadbands for Science and Engineering Officers

5.7 Roles with duties that require an employee to possess and use qualifications in Science or Engineering are broadbanded as follows:

Local Designation	APS Classifications
ORER Science and Engineering Officer	APS 6 and Executive Level 1
ORER Senior Science and Engineering Officer ORER Principal Science and Engineering Officer ORER Senior Principal Science and Engineering Officer	Executive Level 2

Salary Rates for Broadbands

5.8 Salary rates for broadbands are depicted in Schedule 1.

Rates of Pay

5.9 Subject to subclauses, 5.12 to 5.19, the annual rates of pay that will apply to full-time employees of ORER will be as shown in Schedule 1. Part-time employees will receive those rates on a prorate basis, determined by their hours of duty.

5.10 The last two columns in Schedule 1 indicate:

- The rates that will apply from the beginning of the first full pay period after the commencement of this Agreement (these represent a 4 per cent per annum increase to existing rates); and
- The rates that will apply from 1 July 2012 and 1 July 2013 respectively (these represent 2.5 per cent per annum increases to existing rates).

Movement of Salary

5.11 Employees will be eligible for movement between salaries within their classification and within their broadband, under the provisions for salary advancement in the ORER Performance Development Framework (PDF).

5.12 An employee whose performance is assessed as satisfactory or higher under the terms of the PDF will progress to the next pay point in the structure for their classification. Except as provided for in subclause 5.10 and in the PDF in relation to broadbands, salary advancement will not extend beyond the maximum of each classification level or beyond the hard barriers as indicated in the salary structure at Schedule 1.

- 5.13 The Renewable Energy Regulator may approve movement beyond the hard barriers in the salary structure to the Additional Pay Points for employees at Executive Level 1 and Executive Level 2 and broadbanded equivalents whose performance is assessed as higher than satisfactory.
- 5.14 Movement within broadbands will be determined under the provisions of the PDF and will include assessment of the employee's capacity to perform at a higher level through satisfactory performance or a higher assessment and be subject to work availability at the higher classification.

Transition of Salary

- 5.15 The Renewable Energy Regulator may approve movement of an employee to a position in a broadband for Public Affairs Officers, Legal Officers or Science and Engineering Officers subject to the requirements of clauses 5.5, 5.6 and 5.7. The employee will be placed on a salary point equivalent to their previous salary if that exists. If there is no equivalent salary point, the employee will move to the next higher pay point within the broadband subject to at least satisfactory performance. The employee will not move to pay point beyond a relevant merit selection barrier. Further salary movement within the broadbands will be in accordance with the PDF.

Salary on Commencement

- 5.16 Except as determined elsewhere in this Agreement, an employee who commences in ORER will be paid salary at the minimum pay point for the employee's classification, as depicted in Schedule 1.
- 5.17 An employee who commences in ORER on engagement will be paid at a pay point within the range depicted in Schedule 1, unless the Renewable Energy Regulator determines that another rate should apply to the employee.
- 5.18 Where an employee who commences in ORER on promotion or transfer had a salary in their previous agency that does not align with the pay points depicted in Schedule 1, the Renewable Energy Regulator may determine that the employee will remain on their former pay rate or at the next highest pay point for their classification. If the former applies, the employee's subsequent move to the next highest pay point will be determined under the PDF.
- 5.19 The Renewable Energy Regulator may determine that an employee who commences in ORER may be paid at a rate that is different to that shown at Schedule 1. In such circumstances, the Renewable Energy Regulator will determine how the employee will advance in salary following a satisfactory PDF outcome.

Temporary Reassignment of Duties

- 5.20 An employee may be temporarily reassigned to duties at his/her substantive classification or at a higher classification level.
- 5.21 An employee may decline a temporary reassignment of duties to a higher classification level.

- 5.22 If an employee is temporarily reassigned duties at a higher classification level for a period of ten days or longer, the employee will receive payment at the level that would apply if the employee was promoted to that level.
- 5.23 If an employee is temporarily reassigned duties at a higher classification for five days or longer and the role requires the management of other employees, then the employee will receive payment at the level that would apply if the employee was promoted to that level.
- 5.24 Payment at the higher level will apply when the employee is on leave provided that the temporary reassignment would have continued but for the leave.
- 5.25 Where an employee is temporarily reassigned duties at SES level, the level of payment will be determined by the Renewable Energy Regulator.
- 5.27 The parties to this Agreement agree that, to a practicable extent, temporary reassignments of duties for lengthy periods should be kept to a minimum.

Salary Packaging

- 5.28 Ongoing employees may enter into salary packaging arrangements under the ORER Salary Packaging Guidelines. Non-ongoing employees may access salary packaging of superannuation only, unless determined otherwise by the Renewable Energy Regulator.
- 5.29 Where an employee enters into a salary packaging arrangement, the employee's pre-packaging salary will be used for all purposes that call on salary as a factor.

Superannuation Choice

- 5.30 The Government has provided choice of superannuation fund to Commonwealth employees to provide employees with greater choice and control over their superannuation savings.
- 5.31 ORER will provide choice of superannuation for eligible employees who are members of the Public Sector Superannuation accumulation plan (PSSap) or who are eligible to join the PSSap. Employees may choose any complying superannuation fund provided it can accept employer contributions by electronic funds transfer (EFT). Any fees associated with EFT will be borne by ORER.
- 5.32 Any other fees applied by a chosen fund associated with the administration of superannuation contributions via Super Choice will be borne by the employee.
- 5.33 ORER's default superannuation fund will be the PSSap. The employer contribution for PSSap will be based on the employee's fortnightly contribution salary. Where an employee exercises superannuation choice to a fund other than PSSap, ORER will provide an employer contribution equivalent to that applying to membership of the PSSap (set at 15.4% on commencement of this Agreement).
- 5.34 Existing Public Sector Superannuation (PSS) and Commonwealth Superannuation Scheme (CSS) arrangements will continue in accordance with the relevant legislation and requirements.
- 5.35 For employees who take paid or unpaid parental leave, ORER will make employer contributions (based on the employer contribution amount in the pay period prior to commencing leave) for a period equal to a maximum of 52 weeks, subject to the rules of the relevant superannuation fund.

Supported Salary

- 5.35 An employee who is affected by a disability may be eligible for a supported wage.
- 5.36 Eligible employees shall be paid the minimum amount prescribed by Fair Work Australia or its successor.
- 5.37 Assessment of productive capacity shall be by ORER and a representative nominated by the employee, in consultation with the employee. The assessment will be recorded in an Assessment Instrument.
- 5.38 ORER will lodge agreed Assessment Instruments with Fair Work Australia.
- 5.39 Reviews of assessment of an employee's productive capacity will be conducted annually or earlier on reasonable request consistent with the Supported Wage System.

Superannuation Payments during Parental Leave

- 5.40 ORER will continue to make employer superannuation contribution for employees who take paid or unpaid parental leave (which includes maternity leave, paternity leave or adoption/fostering leave), based on the employer contribution amount in the full pay period prior to commencing leave. for a period equal to a maximum of 52 weeks, in accordance with the rules of the relevant superannuation fund.

6. FLEXIBLE WORKING CONDITIONS

General

- 6.1 ORER is committed to promoting behaviours, attitudes, policies and practices that are aimed at managing workloads and giving opportunities for employees to balance their work and personal affairs. Managers and employees are responsible for applying the provisions of this Agreement in a manner that will be of mutual benefit to the organisation and the employees.
- 6.2 Through consultation with their manager, employees are able to exercise choice over their working hours in order to balance their work and life and may work flexible hours provided operational requirements are met.
- 6.3 ORER and its employees acknowledge that there are occasions when work pressures will require hours of duty that might call on employees to be on duty outside of their normal working hours and patterns.
- 6.4 ORER recognises that section 64 of the *Fair Work Act 2009* provides that an employee who is a parent or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. ORER will not refuse such requests other than on reasonable business grounds.
- 6.5 ORER will review the application of these provisions periodically to assess consistency and fairness in their application.

Hours of Duty

- 6.6 Standard hours represent the span of hours for the purposes of payment of salary and deduction of leave. The standard hours of duty for full time employees are 8:30

am to 12:30 pm and 1:30 pm to 5:00 pm daily. That equates to seven hours and thirty minutes per day and 37 hours and thirty minutes per week.

- 6.7 An employee should not work for a continuous period of more than five hours without taking a break of at least thirty minutes.
- 6.8 An employee should not work for more than ten hours in a day, unless the employee is directed to work overtime.

Part time Employment

- 6.9 A part time employee is one who works less than 37 hours and 30 minutes per week.
- 6.10 ORER recognises that part time employment (including, where practicable, job-sharing arrangements) is a highly effective mechanism that allows employees flexibility in determining working hours and balancing external responsibilities.
- 6.11 ORER agrees that all applications for part time employment will be approved, provided that they can be accommodated within operational requirements.
- 6.12 Applications for part time work arrangements will be submitted and approved in writing between the manager and employee and will specify the duration of the part time work arrangement and the part time hours to be worked in a settlement period. During the period of the arrangement an employee's part time work hours may be altered by mutual consent between the employee and the manager.
- 6.13 Remuneration, leave accrual and other employment conditions for part time employees will be made on a pro rata basis.
- 6.14 Part time employees may access flextime, but flextime will not be used to increase an employee's hours of work.
- 6.15 ORER will maintain guidelines on the use of part time working arrangements to support the provisions in this clause.

Flextime

- 6.16 The ORER Flextime Scheme will contain the following features –
- All employees up to and including APS 6 and equivalents are required to participate.
 - Flextime attendance will be recorded electronically.
 - The span of hours (bandwidth) that will apply to daily attendance will be 7:00 am to 7:00 pm.
 - Employees and managers may agree on a usual work pattern that will form the basis of the employee's regular hours.
 - The flextime settlement period will be four weeks (twenty working days).
 - The maximum carryover of flextime credits will be 37 hours and 30 minutes. In exceptional circumstances, an employee's manager may agree that credits in excess of that amount may be held for one further settlement period.
 - The maximum carryover of flextime debits will be fifteen hours. Any debit in excess of fifteen hours will be acquitted as leave without pay.
 - A manager may require an employee not to work hours in addition to ordinary hours where there is insufficient work. That is, a manager may require that an

employee not accrue flextime where such accrual cannot be justified by the employee's workload.

- A manager may instruct an employee to revert to standard hours if the manager reasonably believes that the employee's attendance is unsatisfactory or the employee has not complied with the provisions of this subclause.
- The Renewable Energy Regulator may approve flex credits exceeding one week (37.5 hours for a full time employee) being cashed out at ordinary time rates where, due to organisational requirements, a manager cannot envisage an opportunity for the employee to use these credits in the settlement period.
- Limits and credits relating to part-time employees will be calculated on a prorata basis.

6.17 The features in subclause 6.16 will form the basis of guidelines on the operation of flextime in ORER.

Time Off in Lieu

6.18 The parties recognise that there are regular instances of Executive Level employees working beyond their normal working hours. Those employees may work flexible hours in consultation with their manager and may have access to time off in lieu (TOIL) in recognition of additional hours worked, where operational requirements permit.

6.19 Time off will not be on an hour for hour basis but should be determined taking into account the circumstances under which the employees worked additional hours.

6.20 ORER will develop and maintain guidelines that will assist managers and employees in arriving at agreements on how TOIL will operate. ORER managers will ensure that employees receive access to reasonable time off in lieu of excess hours, in keeping with the guidelines.

Overtime

6.21 Overtime is payable to employees classified up to and including APS 6 who are directed to work outside of the bandwidth, or on a weekend or public holiday, or in excess of ten hours in a working day.

6.22 Overtime is payable to part-time employees who are directed to work beyond their normal daily hours.

6.23 An employee may decline to work overtime, if the employee can reasonably demonstrate that the overtime would result in the employee working hours that are unreasonable having regard to the employee's personal circumstances or the employee's health and safety.

6.24 Overtime will be calculated using the penalty rates in the table below. For calculation purposes, time worked will be rounded to the nearest quarter hour.

Period	Rate
Monday to Friday	Time and one half for the first three hours and double time thereafter.
Saturday	Time and one half for the first three hours and double time thereafter.

Sunday	Double time.
Public Holidays, from 8:30 am to 5:00 pm	Time and one half (in addition to normal salary).
Public Holidays, for any other hours	Double time and one half.

- 6.25 Where overtime is payable for work performed on a weekend or a public holiday, or if hours worked on a weekday are not continuous with normal hours of duty, the minimum period for payment will be two hours.
- 6.26 Where an employee is directed to work outside the bandwidth, the employee should not resume normal duty until they have had a break of at least eight hours plus reasonable travel time. If the break includes part of the standard day, then the employee will receive their normal salary and will accrue flextime during that period. If, due to operational requirements, the employee is unable to take a break, then the employee will receive payment at double time until they are able to take a break.
- 6.27 With the agreement of their manager, employees may elect to take time off in lieu as an alternative to overtime. Time granted will be calculated at the rate in subclause 6.23.

Non-Ongoing Employees Employed on an Irregular or Intermittent Basis (Casuals)

- 6.28 A person who is employed on an irregular or intermittent basis, shall be paid 20% loading in lieu of public holidays and all paid leave entitlements except Long Service Leave. Casual employees are entitled to two days unpaid Personal (Carer's) Leave per each permissible occasion and unpaid Compassionate Leave.

Christmas/New Year Shutdown and Additional Absences

- 6.29 ORER employees will stand down on the days between Christmas Day and New Year's Day that are not prescribed public holidays, without deduction from annual leave credits.
- 6.30 Salary payment for those days will be at the rate applicable on the working day immediately prior to Christmas Day or the rate immediately after New Year's Day, whichever is greater.
- 6.31 Employees with more than twelve (12) months service with ORER will be entitled to one (1) additional day absence with pay in each calendar year, to be taken at a time agreed between the employee and their supervisor. Employees with less than twelve (12) months service may access absences on a pro-rata basis.

Public Holidays

- 6.32 Employees will observe the following public holidays:
- New Year's Day (1 January);
 - Australia Day (26 January);
 - Good Friday and Easter Monday;
 - Anzac Day (25 April);
 - Queen's Birthday, or where another day is substituted by the relevant State or Territory Government, that day;
 - Christmas Day (25 December); and
 - Boxing Day (December 26),.

- 6.33 In addition to the public holidays in subclause 6.31, employees will observe additional public holidays declared or prescribed by or under a law of a State or Territory to be generally observed within the State or Territory other than a day that is excluded by the Fair Work Regulations.
- 6.34 An employee and the Renewable Energy Regulator may agree to substitute any public holiday as described in this clause for another day, subject to operational requirements.
- 6.35 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/carers leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

7. WELLBEING AND DEVELOPMENT OF EMPLOYEES

Performance Management

- 7.1 The parties agree that an effective system of performance management is integral to the operations of ORER. ORER will develop and maintain an effective Performance Development Framework that will provide mechanisms for:
- effective, two-way feedback between employees and their managers;
 - identifying development needs and career opportunities;
 - determining base pay;
 - rewarding good work performance; and
 - managing underperformance.
- 7.2 The ORER Performance Development Framework (PDF) is a living document and is intended to provide structured support for, rather than to replace, the day-to-day provision of guidance, recognition and exchange of feedback in ORER's workplace.
- 7.3 The underlying principles of the PDF will be based on natural justice and constant feedback aimed at ensuring there are "no surprises" in relation to performance matters.
- 7.4 All employees covered by this Agreement will participate in the PDF, except for non ongoing employees who are employed for less than 12 months. The PDF will include the following main features:
- At the commencement of the performance cycle the employee and their manager will complete a performance agreement with well defined performance indicators against which the employee will be assessed;
 - The employee and their manager can discuss at any time issues related to performance management and planning and will conduct a mid cycle review to ascertain progress toward agreed objectives;

- At the end of the performance cycle the manager will assess the employee's performance. The assessment will include upwards appraisal of the manager; and
- There will be provisions for an employee to seek redress or review of the outcome of a performance assessment, in accordance with the relevant policy.

7.5 The processes in the PDF relating to underperformance will not apply the non-ongoing employees and employees who are on probation.

7.6 Further details of the PDF will be contained in the PDF guidelines.

Mature Age Workers

7.7 ORER recognises and values the skills, experience and expertise of mature age workers. ORER will call on the provisions of this Agreement relating to working flexibly and work life balance, to focus specifically on mature age workers, including when they choose a transition to retirement. The policies will include

- access to part time work;
- flexible work hours;
- home based work;
- purchased leave; and
- miscellaneous leave

Occupational Health and Safety

7.8 ORER is committed to maintaining a healthy and safe workplace for employees, contractors and visitors. ORER and its employees recognise their statutory responsibilities under the relevant legislation and ORER's Health and Safety Management Arrangements. Policies and procedures related to OH&S will complement other undertakings relating to employee wellbeing.

Workplace Contact Officers

7.9 ORER will continue to support the important role of Workplace Contact Officers in implementing policies and practices directed at ensuring a fair and equitable workplace.

Employee Health and Wellbeing

7.10 In addition to policies directly related to its statutory responsibilities, ORER will develop and maintain policies aimed at employee health and wellbeing. Examples of initiatives that may be part of those policies include -

- Health, fitness and lifestyle management;
- Influenza vaccinations;
- Management of Eye Health;
- First Aid Policy;
- Hazardous Substances Policy;
- Manual Handling Policy;
- Rehabilitation and Return to Work Policy;

- Plant and Equipment Policy; and
- Fitness for Duty Policy.

Learning and Development

- 7.11 The ORER Learning and Development (L&D) framework is focused on continual improvement to assist in the development of ORER as an organisation and its employees by encouraging them to reach their potential through individual and collective contributions in support of the strategic plan and outcomes of ORER.
- 7.12 ORER provides training and development opportunities for employees including:
- Orientation/induction sessions;
 - Training relevant to the job, including on-the-job training;
 - Internal rotation scheme;
 - Seminars, presentations, conferences and workshops; and
 - Professional development opportunities.
- 7.13 Details of learning and development opportunities can be found in the Learning and Development Guidelines.

Study Assistance Scheme

- 7.14 ORER encourages its employees to undertake formal study in fields that are relevant to ORER's corporate goals. In support of that, ORER may provide study assistance in the form of financial support and time off from duty to attend classes.
- 7.15 The level of assistance will be determined in accordance with the Studies Assistance Guidelines. By way of an indication, employees who are accepted as approved students may receive payment in reimbursement of fees of up to the cost of a course, each semester. Employees who undertake study on a part-time basis while still performing their duties may have access to paid study leave of up to seventy five hours in a semester.

Facilitation of Employee Feedback

- 7.16 ORER commits to offering regular opportunities for employees to give their feedback and views on matters that affect them as ORER employees.
- 7.17 Without limiting the methods for obtaining feedback, ORER will conduct staff surveys at least every two years.

Home-based Work

- 7.18 The parties to this Agreement recognise that for reasons of efficiency or to address personal requirements, an employee and their manager may agree that an employee may work from home on either a regular, temporary or short intermittent basis.
- 7.19 ORER will develop and implement a Home Based Work policy to assist managers and employees in implementing arrangements to work from home. The policy will address issues relating to:
- Occupational Health and Safety;

- Security;
- Communication with managers and colleagues;
- Provision of facilities and equipment; and
- Recording Attendance.

Employee Assistance Program

7.20 ORER will engage a provider of an Employee Assistance Program, to offer a professional, confidential support and counselling service to ORER employees and their families.

8. MANAGING DISPUTES

Dispute Resolution

- 8.1 If a dispute relates to a matter arising under this Agreement or the National Employment Standards, then 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.
- 8.2 If a resolution to the dispute has not been achieved after discussions have been held in accordance with subclause 8.1, 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 resolution methods.
- 8.3 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 the procedures in this term.
- 8.4 If discussions at the workplace level do not resolve the dispute and all appropriate steps have been taken in accordance with subclauses 8.1 and 8.2, a party to the dispute may refer the matter to Fair Work Australia (FWA).
- 8.5 FWA may deal with the dispute in 2 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 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 Act. Therefore, an appeal may be made against the decision.

- 8.6 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 *Fair Work Act 2009*.
- 8.7 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

- b. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

Review of Actions

8.9 Where the right of review provided by section 33 of the *Public Service Act 1999* and Part 5 of the Public Service Regulations is exercised and does not fail for want of jurisdiction, and the employee chooses to pursue the same matter under these dispute resolution procedures, the Renewable Energy Regulator may determine that the provisions of clauses 8.1 and 8.2 have been satisfied.

9. MANAGEMENT OF EXCESS EMPLOYEES

Application

9.1 The provisions of this clause apply to ORER employees who are excess to requirements, except for non-ongoing employees and employees on probation.

9.2 The Renewable Energy Regulator may declare an employee to be excess where:

- i. the employee is included in a class of employee in ORER, which class comprises a greater number than is necessary for the efficient and economical working of ORER; or
- ii. the services of the employee cannot be effectively used because of technological or other changes in the methods, or changes in the nature, extent or organisation of the functions of ORER; or
- iii. the duties usually performed by the employee are to be performed at a different locality, and the employee is not willing to perform duties at the locality and the Renewable Energy Regulator has determined that the provisions of this clause will apply to that staff member.

9.3 Where an employee becomes excess or is potentially excess, the Renewable Energy Regulator will discuss possible options with the employee, including:

- i. to redeploy the employee at their current classification level, within ORER or elsewhere in the APS;
- ii. to redeploy the employee at a lower classification level;
- iii. to transfer another employee to the position of the excess employee and the former employee accepting immediate retrenchment under paragraph (iv); or
- iv. to terminate the employee's employment under subsection 29 (3) (a) of the *Public Service Act 1999* – referred to in this clause as retrenchment.

Redeployment

- 9.4 Where the Renewable Energy Regulator chooses options (i) or (ii) above, ORER will examine all current or potential vacancies within ORER to identify redeployment opportunities.
- 9.5 An excess employee who is an applicant for a vacancy in ORER at or below the employee's substantive level will be considered in isolation from and not in competition with other applicants.
- 9.6 An excess employee may request that ORER canvass other APS agencies to identify possible redeployment opportunities. ORER may engage external redeployment providers to facilitate the process.
- 9.7 If, after a reasonable period of time, the Renewable Energy Regulator forms the view that redeployment is not feasible, the Renewable Energy Regulator may reconsider the options under subclause 9.3.

Voluntary Retrenchment

- 9.8 Where the Renewable Energy Regulator chooses option (iv) above, the Renewable Energy Regulator may invite the employee in writing to accept an offer of voluntary retrenchment.
- 9.9 At the time of making the offer of voluntary retrenchment, ORER will provide the employee with information relating to the severance payments that will apply to the employee, the amounts of payment in lieu of accrued leave, the taxation treatment on those amounts and the options available to the employee in relation to superannuation benefits.
- 9.10 ORER will meet reasonable costs for the employee to receive financial advice prior to making a decision to accept or decline the offer.
- 9.11 An employee who is made an offer of voluntary retrenchment must either accept or decline the offer in writing, not before seven days and not later than twenty-one days after the date on which the offer is made, unless the Renewable Energy Regulator agrees to alter those timeframes.
- 9.12 At any time prior to the date on which the employee's employment is terminated, the Renewable Energy Regulator may withdraw the offer of voluntary retrenchment.
- 9.13 Only one offer of voluntary redundancy will be made to an excess employee.

Involuntary Retrenchment

- 9.14 Subject to subclauses 9.15 and 9.16 of this Agreement, the Renewable Energy Regulator may involuntarily terminate the employment of an excess employee, under subsection 29(3) of the *Public Service Act 1999*, at the end of the retention period as defined in subclause 9.17.
- 9.15 An excess employee will not have their employment terminated involuntarily if the employee has not been invited to accept an offer of voluntary redundancy under the terms of subclause 9.3.
- 9.16 An excess employee will not have their employment terminated involuntarily without being given four weeks notice (or five weeks notice for an employee over 45 with at least five years of continuous service) of termination of employment, or payment in

lieu of notice. As far as practicable, these periods of notice will be concurrent with the retention periods as defined in subclause 9.17.

Retention Periods

9.17 An excess employee who does not accept an offer of voluntary redundancy will not have their employment involuntarily terminated until the following retention periods have elapsed, unless the employee agrees to a lesser period:

- (i) Thirteen months where an employee has twenty or more years of service or is over 45 years of age; or
- (ii) Seven months for other employees.

Each of the periods referred to in this clause are to be reduced by the number of weeks redundancy pay under the National Employment Standards (NES) that the employee would be entitled to at the end of the retention period (as adjusted by this clause).

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

- the day the employee is advised in writing by the Renewable Energy Regulator that they are an excess employee; or
- one month after the day on which the Renewable Energy Regulator invites the employee to accept voluntary redundancy under subclause 9.3 of this Agreement.

9.19 During the retention period, ORER will continue to take reasonable steps to find alternative employment for the excess employee, including advising the employee of any employment opportunities known to ORER; and, with four weeks' notice, may reassign the excess employee to a lower APS classification. In those circumstances, the employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period

9.20 During the retention period the employee will take reasonable steps to find alternative employment and will actively participate in learning and development activities, trial placements or other arrangements to assist in obtaining a permanent placement.

9.21 An excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.

9.22 Where an excess employee is required to move their household to a new locality as a result of taking an employment offer they will be entitled to reasonable expenses.

Payment in Lieu of Retention Period

9.23 Where the Renewable Energy Regulator considers there is no reasonable prospect of redeployment in the APS, and the Renewable Energy Regulator is satisfied that there is insufficient productive work available for the employee within ORER during the remainder of their retention period, the Renewable Energy Regulator, with the agreement of the employee, may terminate the employee's employment under subsection 29 (3) of the *Public Service Act 1999* on the grounds that the employee is excess to requirements.

- 9.24 If the Renewable Energy Regulator chooses that course of action, ORER will pay the balance of the retention period (adjusted for the NES under subclause 9.17 above) as a lump sum. This payment will be taken to include the payment in lieu of notice of termination of employment.

Period of Notice

- 9.25 The Renewable Energy Regulator may give an employee notice of termination under subsection 29 (3) of the *Public Service Act 1999*. The period of notice will be five weeks for an employee over 45 with at least five years of continuous service, or four weeks for other employees.
- 9.26 Where an employee is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Accelerated Separation Arrangements

- 9.27 Notwithstanding the provisions in subclause 9.3, the Renewable Energy Regulator may provide employees likely to be subject to the provisions of this clause with an accelerated separation option. In addition to the severance benefit, this option provides employees who have been identified as eligible to be made an offer of voluntary redundancy and whose employment is terminated within 14 days of receiving it, an amount of 10 weeks salary (or 11 weeks salary for an employee 45 years of age with a least five years continuous service).
- 9.28 The payments made under this clause are inclusive of any statutory entitlement to payment in lieu of notice.
- 9.29 If an employee chooses to accept this option, the Renewable Energy Regulator may terminate the employee's employment under subsection 29 (3) of the *Public Service Act 1999*.

Severance Pay

- 9.30 An excess employee who accepts an offer of voluntary retrenchment is entitled to be paid severance pay of 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. Severance pay will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service.
- 9.31 The minimum sum payable will be four weeks salary and the maximum will be 48 weeks salary, subject to any minimum prescribed under the National Employment Standards.

Service for Severance Pay Purposes

- 9.32 Service for severance pay purposes means:
- i. service in the Australian Public Service;
 - ii. Government service as defined in Section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;

- iii. service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - iv. service with the Australian Defence Forces; and
 - v. service in another agency, where the employee was moved from the APS to that agency with a transfer of function; or an employee engaged by that agency on work within a function is appointed as a result of the transfer of that function to the APS; and such service is recognised for long service leave purposes.
- 9.33 For earlier periods of service to count there must be no break between the periods of service, except where the break in service was less than one month and occurred where the offer of employment in relation of the second period of service was made and accepted by the employee before the first period of service ended (whether or not the two periods of service are with the same employer or agency).
- 9.34 Any period of service that was terminated by way of:
- i. an employee being excess to requirements;
 - ii. an employee lacking or losing an essential qualification;
 - iii. physical or mental incapacity;
 - iv. non-performance or unsatisfactory performance of duties;
 - v. failure to complete an entry-level training course;
 - vi. failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*;
 - vii. breach of the APS Code of Conduct; or
 - viii. voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit will not count as service for severance pay purposes.
- 9.35 Absences that do not count as service for Long Service Leave purposes will not be recognised as service for severance pay purposes.

10. TERMINATION OF EMPLOYMENT

Resignation or Retirement

- 10.1 An employee may resign or retire from ORER by giving at least two weeks' written notice to their manager. The Renewable Energy Regulator may agree to a lesser period of notice.
- 10.2 A resignation must be in writing, stating the date of effect. The date of effect should not be a public holiday, unless agreed otherwise by the Renewable Energy Regulator.

Termination of Employment by ORER

- 10.3 The sole and exhaustive rights and remedies of an employee in relation to termination are those available:
- i. under the *Fair Work Act 2009*;
 - ii. under other Commonwealth laws (including the Constitution); and
 - iii. at common law.

10.4 Termination of employment, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures set out in clause 8 of this Agreement.

11. DEFINITIONS AND INTERPRETATION

In this Agreement, unless there is a contrary intention, the following definitions apply –

This Agreement means the *Office of the Renewable Energy Regulator Enterprise Agreement 2011-2014*.

APS means the Australian Public Service.

APS Level means classification levels below Executive Levels.

Bandwidth means the hours between 7 am and 7 pm on a working day, including public holidays.

Broadband is as described in subclause 5.4.

ORER means the Office of the Renewable Energy Regulator.

Employee, unless otherwise specified, means an employee of the Office of the Renewable Energy Regulator who is employed under the *Public Service Act 1999*. Employees may be ongoing or non-ongoing, part-time or full-time.

Executive Level Employee means Executive Level 1 (EL1) or Executive Level 2 (EL2) employees

Family means a person who may belong to one or more of the following categories

- i. is related to the employee by blood, or by marriage, or by adoption, or by kinship; or
- ii. stands in a bona fide domestic or household relationship with an employee without discrimination as to gender; or
- iii. is a child or adopted child or a child in the care and custody of an employee.

Manager means an employee whose role and responsibilities include the supervision and/or management of an employee of lower classification.

Non-ongoing employee is as defined in the *Public Service Act 1999*.

Ongoing employee is as defined in the *Public Service Act 1999*.

Parties means the parties to this Agreement as detailed in Clause 1.

Renewable Energy Regulator means the Renewable Energy Regulator appointed under the *Renewable Energy (Electricity) Act 2000*.

Standard Day means 7 hours and 30 minutes per day worked between the hours of 8:30 am to 12:30 pm and 1:30pm to 5:00 pm.

Schedule 1 – Classifications and Pay Rates

	APS Level	Structure	2010 Salaries	Salaries effective on commencement	Salaries effective 1 July 2012	Salaries effective 1 July 2013
Broadband 1	APS1	APS 1.1	\$39,956	\$41,554	\$42,593	\$43,658
		APS 1.2	\$41,744	\$43,414	\$44,499	\$45,612
		APS 1.3	\$43,531	\$45,272	\$46,404	\$47,564
		APS 1.4	\$45,319	\$47,132	\$48,310	\$49,518
	APS 2	APS 2.1	\$47,588	\$49,492	\$50,729	\$51,997
		APS 2.2	\$48,652	\$50,598	\$51,863	\$53,160
		APS 2.3	\$49,716	\$51,705	\$52,997	\$54,322
		APS 2.4	\$50,779	\$52,810	\$54,130	\$55,484
	APS 3	APS 3.1	\$52,963	\$55,082	\$56,459	\$57,870
		APS 3.2	\$54,419	\$56,596	\$58,011	\$59,461
		APS 3.3	\$55,330	\$57,543	\$58,982	\$60,456
		APS 3.4	\$57,331	\$59,624	\$61,115	\$62,643
	Broadband 2	APS 4	APS 4.1	\$59,515	\$61,896	\$63,443
APS 4.2			\$60,607	\$63,031	\$64,607	\$66,222
APS 4.3			\$61,699	\$64,167	\$65,771	\$67,415
APS 4.4			\$62,791	\$65,303	\$66,935	\$68,609
APS 5		APS 5.1	\$64,975	\$67,574	\$69,263	\$70,995
		APS 5.2	\$66,068	\$68,711	\$70,428	\$72,189
		APS 5.3	\$67,160	\$69,846	\$71,593	\$73,382
		APS 5.4	\$68,252	\$70,982	\$72,757	\$74,576
APS6	APS 6	APS 6.1	\$70,982	\$73,821	\$75,667	\$77,558
		APS 6.2	\$74,258	\$77,228	\$79,159	\$81,138
		APS 6.3	\$77,534	\$80,635	\$82,651	\$84,718
		APS 6.4	\$80,810	\$84,042	\$86,143	\$88,297
EL1	EL1	EL 1.1	\$87,362	\$90,856	\$93,128	\$95,456
		EL 1.2	\$91,365	\$95,020	\$97,395	\$99,830
		EL 1.3	\$95,369	\$99,184	\$101,663	\$104,205
		EL 1.4	\$99,374	\$103,349	\$105,933	\$108,581
	Additional Pay Points		\$103,349	\$107,483	\$110,170	\$112,924
			\$107,325	\$111,618	\$114,408	\$117,269
			\$111,299	\$115,751	\$118,645	\$121,611
EL2	EL2	EL 2.1	\$104,288	\$108,460	\$111,171	\$113,950
		EL 2.2	\$110,476	\$114,895	\$117,767	\$120,712
		EL 2.3	\$116,663	\$121,330	\$124,363	\$127,472
		EL 2.4	\$122,853	\$127,767	\$130,961	\$134,235
	Additional Pay Points		\$127,767	\$132,878	\$136,200	\$139,605
			\$132,682	\$137,989	\$141,439	\$144,975
			\$137,595	\$143,099	\$146,676	\$150,343

LEGAL OFFICERS	Structure	APS Equivalent	2010 Salaries	Salaries effective on commencement	Salaries effective 1 July 2012	Salaries effective 1 July 2013
Legal Officer	LO 1.1	APS 3.2		\$56,596	\$58,011	\$59,461
	LO 1.2	APS 4.3		\$64,167	\$65,771	\$67,415
	LO 1.3	APS 5.3		\$69,846	\$71,593	\$73,382
	LO 1.4	APS 6.1		\$73,821	\$75,667	\$77,558
	LO 1.5	APS 6.3		\$80,635	\$82,651	\$84,718
	LO 1.6	APS 6.4		\$84,042	\$86,143	\$88,297
Senior Legal Officer	SLO 1.1	EL 1.1		\$90,856	\$93,128	\$95,456
	SLO 1.2	EL 1.3		\$99,184	\$101,663	\$104,205
	SLO 1.3	EL 1.4		\$103,349	\$105,933	\$108,581
	SLO 1.4	EL 2.1		\$108,460	\$111,171	\$113,950
	SLO 1.5	EL 2.2		\$114,895	\$117,767	\$120,712
Principal Legal Officer	PLO 1.1	EL 2.3		\$121,330	\$124,363	\$127,472
	PLO 1.2	EL 2.4		\$127,767	\$130,961	\$134,235
	PLO 1.3	EL 2		\$131,028	\$134,303	\$137,661

PUBLIC AFFAIRS OFFICERS	Structure	APS Equivalent	2010 Salaries	Salaries effective on commencement	Salaries effective 1 July 2012	Salaries effective 1 July 2013	
Public Affairs Officer	PAO 1.1	APS 4.1		\$61,896	\$63,443	\$65,029	
	PAO 1.2	APS 4.4		\$65,303	\$66,935	\$68,609	
	PAO 1.3	APS 5.3		\$69,846	\$71,593	\$73,382	
	PAO 1.4	APS 5.4		\$70,982	\$72,757	\$74,576	
	POA 2.1	APS 6.2		\$77,228	\$79,159	\$81,138	
	PAO 2.2	APS 6.3		\$80,635	\$82,651	\$84,718	
	PAO 2.3	APS 6		\$85,771	\$87,915	\$90,113	
	PAO 2.4	EL 1.1		\$90,856	\$93,128	\$95,456	
	PAO 3.1	EL 1.2		\$95,020	\$97,395	\$99,830	
	PAO 3.2	EL 1		\$104,333	\$106,941	\$109,615	
	PAO 3.3	EL 2.2		\$114,895	\$117,767	\$120,712	
	PAO 3.4	EL 2.3		\$121,330	\$124,363	\$127,472	
	Senior Public Affairs Officer	SPA0 1.1	EL 2		\$124,970	\$128,094	\$131,296
		SPA0 2.1	EL 2		\$132,579	\$135,894	\$139,291

SCIENCE AND ENGINEERING OFFICERS	Structure	APS Equivalent	2010 Salaries	Salaries effective on commencement	Salaries effective 1 July 2012	Salaries effective 1 July 2013
Science and Engineering Officer	SEO 1.1	APS 6.1		\$73,821	\$75,667	\$77,558
	SEO 1.2	APS 6.2		\$77,228	\$79,159	\$81,138
	SEO1.3	APS 6.3		\$80,635	\$82,651	\$84,718
	SEO 1.4	APS 6.4		\$84,042	\$86,143	\$88,297
	SEO 1.5	EL 1		\$88,602	\$90,817	\$93,087
	SEO 1.6	EL 1.2		\$95,020	\$97,395	\$99,830
	SEO 1.7	EL 1.3		\$99,184	\$101,663	\$104,205
	SEO 1.8	EL 1.4		\$103,349	\$105,933	\$108,581
Senior Science and Engineering Officer	SSEO 1.1	EL 2.1		\$108,460	\$111,171	\$113,950
	SSEO 1.2	EL 2.2		\$114,895	\$117,767	\$120,712
	SSEO 1.3	EL 2.3		\$121,330	\$124,363	\$127,472
	SSEO 1.4	EL 2		\$125,354	\$128,488	\$131,700
	SSEO1.5	EL 2		\$129,115	\$132,343	\$135,651
Principal Science And Engineering Officer	PSEO 1.1	EL 2		\$132,987	\$136,312	\$139,719
	PSEO 1.2	EL 2		\$136,978	\$140,403	\$143,913
	PSEO 1.3	EL 2		\$141,087	\$144,615	\$148,230
	PSEO 1.4	EL 2		\$145,319	\$148,952	\$152,676
Senior Principal Science and Engineering Officer	SPSEO 1.1	EL 2		\$154,004	\$157,854	\$161,801
	SPSEO 1.2	EL 2		\$158,659	\$162,626	\$166,691
	SPSEO 1.3	EL 2		\$163,400	\$167,485	\$171,672
	SPSEO 1.4	EL 2		\$168,323	\$172,531	\$176,844

Notes:

1. Access to additional pay points may be available to Executive Level employees subject to clause 5.13 and based on PDF outcomes.
2. Movements within broad bands are subject to PDF outcomes in accordance with clause 5.11 and 5.14.
3. Movements between broad bands are subject to merit selection.

Schedule 2 – Rights of Workplace Delegates and Elected Union Representatives

The role of union workplace delegates and other elected union representatives is to be respected and facilitated. Agencies and union workplace delegates must deal with each other in good faith. In discharging their representative roles at the workplace level, the rights of union workplace delegates are:

- 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 Fair Work 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 are:

- 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; and
- 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, departmental policies and guidelines 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.