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# Collective Agreement 2007 to 2010

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# 1 Objectives and Coverage

## 1.1 Title

1.1.1 This Agreement will be known as the Productivity Commission Collective Agreement 2007 - 2010.

## 1.2 Definitions and Abbreviations

- a) 'AC CSB' means the Assistant Commissioner, Corporate Services Branch
- b) 'Agreement' means the Productivity Commission Collective Agreement 2007-2010
- c) 'AIRC' means the Australian Industrial Relations Commission
- d) 'APS' means the Australian Public Service
- e) 'AWA' means an Australian Workplace Agreement
- f) 'Chairman' means the Chairman of the Productivity Commission, who holds the same powers as those of a Secretary of an Australian Government department
- g) 'classification' means a classification within the 'Public Service Classification Rules'
- h) 'Commission' means the Productivity Commission
- i) 'FAC' means First Assistant Commissioner
- j) 'HDA' means higher duties allowance
- k) 'HoO' means the Head of Office
- l) 'OH&S' means occupational health and safety
- m) 'on-going employee' means a person defined in section 22 (2)(a) of the *Public Service Act 1999*
- n) 'PCCC' means the Productivity Commission Consultative Committee
- o) 'relevant senior manager' means:

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- for research and inquiry staff – the FAC of the relevant office;
  - for the Research Co-ordination Unit – the Principal Adviser Research;
  - for corporate services staff – the Assistant Commissioner, Corporate Services Branch; and
  - for Media and Publications and Executive support staff – the HoO.

### **1.3 Parties Bound and Covered by this Collective Agreement**

- 1.3.1 This Agreement is made under s.327 of the *Workplace Relations Act 1996 (WRA)*, between the Chairman of the Productivity Commission and employees, as defined in sub-clause 1.3.2, of the Productivity Commission.
- 1.3.2 Employees whose employment will be subject to this Agreement are those non-SES staff employed under the *Public Service Act 1999*, other than employees whose employment is subject to an Australian Workplace Agreement.

### **1.4 Delegation**

- 1.4.1 In exercising his/her responsibility for managing the Commission within the terms of this Agreement, the Chairman may delegate any or all of his/her powers and functions under this Agreement, excluding this power to delegate, and may do so subject to conditions. Such delegation shall not prevent the personal exercise by the Chairman of a power or function so delegated.

### **1.5 Objectives**

- 1.5.1 This Agreement aims to further the efficiency and effectiveness of the Commission by providing a satisfying and rewarding work environment for employees and encouraging high performance. This is a principles based agreement with implementation detail contained in the Commission's supporting policy documents.
- 1.5.2 Specifically, this Agreement seeks to:
- a) provide greater flexibility to match employee numbers, skills and experience to the varying work requirements;

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- b) build on the existing performance-based culture by recognising and rewarding achievement;
  - c) continue professional and personal development programs;
  - d) provide flexibility in working arrangements to enable employees to balance professional and personal responsibilities;
  - e) enhance organisational performance by improving the clarity and consistency of the Performance Management System;
  - f) promote employee and management commitment to workplace diversity, through anti-discrimination, harassment prevention, family friendly and other employee welfare principles and policies;
  - g) provide a safe work environment in accordance with OH&S legislation;
  - h) promote a mutually co-operative workplace culture based on consultation, communication and participative decision making processes; and
  - i) provide a satisfying and rewarding work environment for employees.

## **1.6 Principles**

- 1.6.1 In developing this Agreement, care has been taken to ensure that the following principles have been embraced:
- a) the arrangements and provisions are consistent with the Commission performing its statutory functions under the *Productivity Commission Act 1998*, and achieving its outputs as agreed with the Treasurer;
  - b) the arrangements and provisions are able to be accommodated within the Commission's budget; and
  - c) changes to working arrangements or conditions flowing from this Agreement will be agreed between the parties to the Agreement, as provided for throughout this Agreement.

## **1.7 Comprehensive Agreement**

- 1.7.1 This workplace agreement is a comprehensive agreement, and excludes the protected award conditions (as defined in the *WRA*, as amended from time to time) within the Australian Public Service Award 1998 (as varied from time to time).

Note: The protected award conditions are award conditions that are excluded from the Agreement, that would, but for this Agreement, have effect in relation to the employment of employees under this Agreement and relate to the following

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matters: rest breaks, incentive based payments and bonuses, annual leave loadings, public holidays, monetary allowances, loadings for working overtime or for shiftwork, penalty rates, outworker conditions; and any other award conditions specified as protected award conditions in Regulations made under the Act.

1.7.2 It is acknowledged that employment in the Commission is subject to the provisions of Commonwealth Acts, as amended and consolidated, and regulations and instruments made under these Acts including:

- a) *Long Service Leave (Commonwealth Employees) Act 1976;*
- b) *Maternity Leave (Commonwealth Employees) Act 1973;*
- c) *Occupational Health and Safety (Commonwealth Employment) Act 1991;*
- d) *Public Service Act 1999;*
- e) *Public Employment (Consequential and Transitional) Amendment Act 1999;*
- f) *Safety Rehabilitation and Compensation Act 1988;*
- g) *Superannuation Act 1976;*
- h) *Superannuation Act 1990;*
- i) *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- j) *Superannuation Guarantee (Administration) Act 1992;*
- k) *Superannuation Productivity Benefit Act 1988;* and
- l) *Workplace Relations Act 1996.*

## **1.8 Duration of Agreement**

1.8.1 The Agreement will come into effect upon lodgement with the Employment Advocate and the nominal expiry date will be three years from that date.

1.8.2 This Agreement constitutes a closed Agreement in the settlement of all matters for its duration. For the life of this Agreement, there will be no further claims, except where consistent with the terms of this Agreement.

## **1.9 Australian Workplace Agreements**

1.9.1 The Chairman may enter into a written Australian Workplace Agreement (AWA) with an employee. This Collective Agreement has no effect in relation to an employee while an AWA operates in relation to that employee.

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## **1.10 Dispute Avoidance and Settlement Procedures**

### **1.10.1 Resolving dispute at workplace level**

1.10.1.1 In the event of a dispute in relation to a matter arising under this agreement, in the first instance the parties to the dispute will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

1.10.1.2 A party to the dispute may choose to appoint another person, organisation or association to accompany or represent them in relation to the dispute at any time. All relevant persons will deal with that representative in good faith. The appointed person or organisation does not become a party to this Agreement or any dispute.

### **1.10.2 Where a dispute cannot be resolved at workplace level**

1.10.2.1 If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Australian Industrial Relations Commission (AIRC) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary, the AIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions and all other things that are necessary for the just resolution of the matter. The parties to the dispute agree to comply with the AIRC directions and decisions.

### **1.10.3 Conduct during dispute**

1.10.3.1 It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

## **1.11 Review of employment actions**

1.11.1 An employee may seek a review of actions under s.33 of the *Public Service Act 1999*. Where this right of review is exercised, and does not fail for want of jurisdiction, the employee will have no right of review with respect to that matter under clauses 1.10.1 to 1.10.3. Procedures for dealing with reviews of employment actions are contained in the Commission's 'Review of Action Procedures' and 'Recruitment

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Guidelines'. No alteration will be made to these policies without prior consultation with the Productivity Commission Consultative Committee (PCCC).

## **1.12 Consultative Committee**

- 1.12.1 Employees will have the opportunity to be consulted and participate in matters affecting their employment through the existing Productivity Commission Consultative Committee. The Committee will consider a broad range of workplace issues which affect employees, including monitoring implementation of this agreement.
- 1.12.2 The membership of the Committee will comprise four management representatives and five employee elected representatives (two representing Melbourne Inquiry/Research employees, two representing Canberra Inquiry/Research employees and one representing employees in the corporate areas).
- 1.12.3 The role functions and other matters pertaining to the PCCC are set out in the PCCC policy document.. Any significant change to this policy will be subject to approval by a majority of employees who are covered by this Agreement

## **1.13 Acknowledgment of Other Documents**

- 1.13.1 This Agreement acknowledges the Commission's 'Policies and Procedures' named in Appendix C (as amended from time to time in accordance with this agreement where relevant). Those policies and procedures do not form a part of this Agreement. The parties to this agreement agree to the implementation of the provisions of those policies and procedures where relevant in relation to this Agreement.

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## 2 Duties, Classification, Performance and Remuneration

### 2.1 Duties

- 2.1.1 Employees will undertake duties in the Commission as assigned by their supervisor from time to time. These duties will be consistent with the job description and duty statement of the employee's substantive classification, unless otherwise agreed.
- 2.1.2 Employees will at all times conduct themselves in a manner consistent with the APS Values and the APS Code of Conduct as set out in the *Public Service Act 1999* and will have particular regard to the Commission's policies and managerial objectives, including those relating to occupational health and safety, staff development and training, disability discrimination and workplace diversity.

### 2.2 Classification and Broadband Structure

- 2.2.1 The structure under the 'Public Service Classification Rules', the Commission's four-level broadband structure and local designations is set out below. While the broadband structure will operate within the Commission, employees will retain a related classification in the APS 8-level structure. This is required to maintain the concept of a cohesive APS and to facilitate movement between agencies.

<i>APS 8-level structure</i>	<i>Broadband structure</i>	<i>Commission's local designations</i>
APS 1 to 4	Staff Level 1	Assistant Research Economist/ Administrative Coordinator
APS 5 & 6	Staff Level 2	Research Economist/Administrator
Executive Level 1	Staff Level 3	Senior Research Economist/ Senior Administrator/ Assistant Director/Manager
Executive Level 2	Staff Level 4	Director/Manager

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2.2.2 The minimum and maximum salaries for each of the four bands in the broadband structure, as well as for the related classifications in the APS 8-level structure, are set out in appendix A. The maximum salary for each broadband and for each APS classification may be exceeded by up to 18 per cent.

## **2.3 Advancement of Classification within the Commission's Broadband Structure**

### **2.3.1 Advancement between bands**

2.3.1.1 Advancement between bands in the Commission's broadband structure will require vacancies to be advertised and filled on the basis of a merit selection process.

### **2.3.2 Advancement within a band**

2.3.2.1 Advancement within a broadband is related to:

- a) the employee's performance over the previous 12 months;
- b) the Commission's requirements in respect of changes in the duties and responsibilities that the employee would undertake at a higher level (linked to the Commission's work level standards); and
- c) the employee's capacity to perform at a higher level.

2.3.2.2 Advancement within a broadband is not a promotion for the purposes of Division 5 of the *Public Service Regulations 1999* which, amongst other things, provides for review of promotion decisions in respect of APS positions equivalent to the Commission's Staff Levels 1 and 2.

## **2.4 Performance**

2.4.1 Performance management seeks to foster productivity and effectiveness through continuous improvement in employees' performance. It aims to do so by linking achievement to recognition and rewards and, where necessary, by providing procedures for handling underperformance.

2.4.2 Performance management in the Commission will be transparent, equitable, fair, reviewable, linked to training needs, cognisant of required remedial action and

linked to remuneration. It will be clearly linked to the performance of the individual, the skills and responsibilities as described in the relevant job description, duty statement and selection criteria, and the Commission's work level standards appropriate to the classification of the employee's duties during the assessment period.

- 2.4.3 All employees covered by this Agreement will participate in the Commission's performance management scheme as described in the Commission's Performance Management Policy. No alteration to, or variations in practice from, this policy will be made without prior consultation and agreement with the PCCC.
- 2.4.4 Formal performance appraisal will occur biannually for the six month periods to 30 November and 31 May. The final outcome of such appraisal includes the determination of a performance rating for each employee.
- 2.4.5 All performance ratings under the 'Performance Management Policy' are to be based on the following scale:

<i>Rating title</i>	<i>Definition</i>
Excellent	<i>Performance substantially exceeds the work value standards for the employee's classification level. This requires a rating of outstanding for at least one key result area and significantly better than satisfactory for remaining key result areas.</i>
Fully effective plus	<i>Performance significantly exceeds the work value standards for the employee's classification level. This requires ratings of significantly better than satisfactory or higher for at least 50 per cent of key result areas and satisfactory for the others.</i>
Fully effective	<i>Performance meets all the work value standards for the employee's classification level. This requires ratings of satisfactory or higher in all key result areas.</i>
Needs improvement	<i>Performance does not fully meet all the work value standards for the employee's classification level. This indicates a rating of unsatisfactory in at least one key result area.</i>

- 2.4.6 If an employee in two consecutive appraisal outcomes achieved a rating of 'needs improvement', it would normally be expected that the underperformance process, as set out in Appendix B, would be implemented, but this does not preclude the process at an earlier stage.

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- 2.4.7 Employees who are dissatisfied with any aspect of the performance management process, including their moderated performance rating have recourse to the Commission's 'Review of Action Procedures'.

## **2.5 Remuneration**

### **2.5.1 Commission-wide productivity related payments**

2.5.1.1 Employees will be paid an annual 4 per cent increase in base salary with effect from the beginning of the first pay period in each of the financial years 2007-08, 2008-09 and 2009-10.

2.5.1.2 These payments are conditional on not having received a rating of 'needs improvement' in either of the six monthly performance assessments immediately prior to the increase becoming due. Employees receiving a 'needs improvement' for both 6 monthly assessments immediately prior to the increase becoming due are not eligible for an increase. Employees receiving a 'needs improvement' for one six monthly assessment immediately prior to the increase becoming due are eligible for a 2 per cent increase..

### **2.5.2 Individual performance related salary increases**

2.5.2.1 In addition to Commission-wide increases, subject to clauses 2.5.2.2 to 2.5.2.5, employees are eligible for annual salary advancement with effect from the beginning of the first pay period in each of the financial years 2007-08, 2008-09 and 2009-10, based on aggregated 6 monthly performance ratings, as outlined in the following performance outcome matrix:

<i>Second Period December to May</i>	<i>First Period June to November</i>				
	No rating	Needs improvement	Fully effective	Fully effective plus	Excellent
No rating	Nil	Nil	0.75%	1.375%	2.125%
Needs improvement	Nil	Nil	0.75%	1.375%	2.125%
Fully effective	0.75%	0.75%	1.5%	2.125%	2.875%
Fully effective plus	1.375%	1.375%	2.125%	2.75%	3.5%
Excellent	2.125%	2.125%	2.875%	3.5%	4.25%

2.5.2.2 Employees who are, or have been, on long-term higher duties will be assessed at both their nominal and acting classifications. Salary advancements will be made at both levels where applicable.

2.5.2.3 Other cases of salary advancement involving special circumstances are covered in the 'Performance Management Policy'.

2.5.2.4 Salary advances as specified above will only continue until the advancement checkpoint or top of the broadband is reached – ie the relevant salaries set out in appendix A increased by 18 per cent. As those points are approached, this may mean in some cases that increases would be less than the percentages specified so as to not exceed the checkpoint or top of the broadband.

2.5.2.5 Salary advancement beyond a checkpoint will require specific consideration of a change in work value and the requirement for work at the higher level.

2.5.2.6 Where salary advancement involves movement beyond an advancement checkpoint within a broadband, the employee's position will be reclassified to the corresponding APS 8-level classification, and the employee will remain attached to the position in accordance with Public Service Commissioner Direction 4.6.

2.5.2.7 Salary advancement under the preceding provisions, other than where the employee continues to receive higher duties allowance, will become the employee's new

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substantive salary. As far as practicable, the new salary will be effective from the beginning of the pay period after which it is approved.

2.5.2.8 The HoO may consider proposals from a relevant senior manager to increase the salary of an employee at any time.

2.5.2.9 In instances where salary increases for different reasons coincide, the increases are to be implemented sequentially (that is, each increase produces a new base to which any subsequent increase is applied).

### **2.5.3 Individual performance related bonuses**

2.5.3.1 An employee, who receives a rating of 'excellent' during a 6 monthly rating period is also eligible for a 1.5% performance bonus. All ratings will be in accordance with the Commission's 'Performance Management Policy'. Performance bonuses will be paid 6 monthly as soon as practical after assessment, based on the salary payable at the end of the period under assessment. The bonus will be a single payment, it will be taxable but will not count for superannuation purposes. As a transitional arrangement, any bonus payable to an employee who was rated as 'excellent' in the November 2006 assessment will be paid the 1.5% as soon as practical after this agreement is lodged.

## **2.6 Adjustments to remuneration**

2.6.1 If an employee transfers to the Commission from another APS agency and their remuneration is higher than the equivalent level in the Commission, the Chairman may maintain the new employee's salary until the Commission's salary range reaches an equivalent.

2.6.2 If an employee requests a reduction in classification, the Chairman may agree and may reduce the employee's salary to a commensurate level at the lower classification. The Chairman may reduce the salary of an employee whose classification is reduced as a result of underperformance or disciplinary provisions.

2.6.3 The Chairman may correct the commencing salary of a new employee where, because of an administrative or similar error, an employee's salary on commencement is found to be incorrect.

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## 2.7 Superannuation

- 2.7.1 The Commission will make superannuation contributions into authorised superannuation funds as prescribed by relevant legislation and in accordance with CSS/PSS rules.
- 2.7.2 Where employees are entitled to exercise superannuation choice options to select a complying superannuation fund, the Commission will pay 15.4% of salary for superannuation as an employer contribution to the PSS Accumulation Plan (the default fund), or if the employee selects another complying fund, the employee will have two options:
- a) to have 15.4% of salary for superannuation paid by the Commission as an employer contribution to the employee's selected, complying fund; or
  - b) to have the minimum rate, as set out in the *Superannuation Guarantee Act 1992* as amended from time to time, of salary for superannuation paid as an employer contribution to the employee's selected, complying fund and to receive an allowance which (after accounting for superannuation on the allowance) achieves the same total remuneration as the total remuneration achieved under option (a) above. The allowance will be in the nature of salary; it will be taxable and will count for superannuation purposes.
- 2.7.3 Contributions for all employees will be in accordance with relevant legislation and Government direction as varied from time to time.
- 2.7.4 For the purposes of calculating superannuation contributions both for full-time and part-time employees, the daily standard working hours will be 7 hours and 21 minutes.

## 2.8 Flexible Remuneration Packaging

- 2.8.1 Employees covered by this agreement have access to salary packaging arrangements in accordance with the Commission's Flexible Remuneration Guidelines. Where an employee takes up the option of salary packaging on a 'salary sacrifice' basis, the employee's salary for purposes of superannuation, severance and termination payments (and any other purpose) will be determined as if the salary sacrifice arrangement had not been entered into.

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## 2.9 Frequency and Method of Salary Payment

- 2.9.1 For the purposes of calculating pay both for full-time and part-time employees, the daily standard working hours will be 7 hours and 21 minutes.
- 2.9.2 Salary payments under this Agreement will be paid fortnightly in arrears and made by electronic funds transfer to a bank, building society or credit union account nominated by the employee and to a salary-packaging administrator on the employee's behalf (if required).
- 2.9.3 The Commission will arrange additional fixed deductions to other institutions at the request of the employee.
- 2.9.4 Fortnightly salary will be calculated by the formula:

$$\text{Annual Salary} \times \frac{12}{313}$$

## 2.10 Recovery from Salary on Termination of Employment

- 2.10.1 Prior to the termination of employment, any monies owing to the Commission shall be repaid by deducting them from final monies or by direct payment by the employee. To ensure that all matters are settled, payment of the necessary amount of final monies may be withheld by the Commission.

## 2.11 Salary Prepayment

- 2.11.1 Prepayment of salary for approved recreation and long service leave in excess of 10 days will be available on request. The payment will be made on the next appropriate scheduled pay day. Recovery of any outstanding prepayment will not be made out of amounts due to the employee as a performance bonus unless this forms part of a final pay on separation.
- 2.11.2 Payment on termination of employment will be made on the next scheduled pay day after separation.

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## 2.12 Higher Duties

- 2.12.1 Where agreed with the employee, the Chairman may reassign the duties of an employee so that the duties may have a higher work value within the employee's broadband, or the duties of a position in a higher broadband including a Senior Executive Service position.
- 2.12.2 The eligibility for higher duties allowance (HDA) will be different for Staff Levels 1 & 2 and Staff Levels 3 & 4:
- a) Employees substantively at Levels 1 & 2, HDA will be payable for periods of two weeks or more.
  - b) Employees substantively at Levels 3 & 4, HDA will be payable for periods of eight weeks or more.
- 2.12.3 Periods of higher duties of less than the minimum period will not carry higher remuneration but will be recognised during performance appraisal.
- 2.12.4 Where full duties are performed, HDA will be calculated as the difference between the employee's existing remuneration and the remuneration the employee would receive if promoted to the higher classification. Remuneration will take account of salary, potential for performance bonuses and SES allowances where applicable. Where the employee is assigned only part of the duties of the higher position, the amount of HDA will be determined by the Chairman.

## 2.13 Employees on Supported Wage

- 2.13.1 Employees who are eligible for a supported salary in accordance with the Supported Wage System: Guide and Assessment Process will be paid the applicable percentage of the relevant salary rate prescribed below for the work value they are performing as follows, provided the amount payable will be not less than \$64 per week.

### Supported Salary Rate Percentages

Assessed capacity	% of prescribed salary rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%

Assessed capacity	% of prescribed salary rate
60%	60%
70%	70%
80%	80%
90%	90%



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## 3 Employee Benefits and Allowances

### 3.1 Allowances

#### 3.1.1 First aid allowance

- 3.1.1.1 An employee will be paid a fortnightly allowance of \$22.00 if he or she holds a current first aid certificate and the Chairman has authorised the employee to perform incidental First Aid Officer duties.
- 3.1.1.2 Part-time employees will be entitled to pro-rata payment based on their approved weekly hours of duty.

#### 3.1.2 Travel

- 3.1.2.1 The Commission will meet reasonable expenses (in relation to accommodation, meals, incidentals and transportation), in accordance with its travel policy.
- 3.1.2.2 Rates of allowance may be varied in accordance with ATO advices. In the event that these advices cease to be available, the rates will be adjusted by the Chairman following consultation with the PCCC.

#### 3.1.3 Additional caring costs

- 3.1.3.1 Employees, who have child care responsibilities, and are directed to undertake overnight travel away from their home locality, may apply for reimbursement of additional costs for commercial child caring services where the normal child caring arrangements are not available. Such arrangements are subject to pre-approval by the delegate approving the directed travel.

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### **3.1.4 School holiday family care**

- 3.1.4.1 The Commission will contribute to the cost of school holiday care for primary school children of employees where the employee has been denied leave for operational reasons.
- 3.1.4.2 The Commission's contribution of up to \$200.00 per family per week will be for the reasonable costs incurred by an on-going employee for their primary school children to attend approved care. Reimbursement will be net of any government subsidy available to the employee.
- 3.1.4.3 'Approved Care' is defined as a program that has been licensed by, accredited by and/or subsidised by a Government agency.

### **3.1.5 Relocation conditions**

- 3.1.5.1 For voluntary and involuntary geographical relocations (whether temporary or ongoing), reasonable relocation and accommodation expenses will be paid. Payment may be made on a lump sum basis. Payment will be in accordance with the Commission's policy on relocation conditions. The Commission's policy will not be altered without prior consultation with employees through the PCCC.

## **3.2 Other allowances and conditions**

- 3.2.1 The Chairman may authorise the payment of an allowance, the access to a condition of service, an increase in an allowance, the extension of a condition of service or the reimbursement of an expense to an employee covered by this Agreement.

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## 4 Hours and Organisation of Work

### 4.1 Principles

- 4.1.1 Arrangements for a more flexible workplace will allow employees to balance professional and personal commitments, while providing the Commission with the flexibility needed to meet corporate objectives.
- 4.1.2 Managers will take into account employee preferences regarding hours of attendance, subject to operational needs.

### 4.2 Standard Hours of Work for Flextime Purposes

- 4.2.1 The standard day is defined as 7 hours and 21 minutes between the times of 8.30am to 12.30pm and 1.30pm to 4.51pm, Monday to Friday.
- 4.2.2 The standard core hours for attendance are 9.30am to 12.00pm and 2.00pm to 4.00pm, Monday to Friday.

### 4.3 Agreed Attendance Arrangements

- 4.3.1 Attendance arrangements departing from the standard core hours of work may be agreed between managers and employees (in a team or individual context as appropriate) having regard to the following:
- a) all areas of the Commission are to be appropriately staffed to meet operational requirements during the standard day;
  - b) core time should not exceed 4.5 hours per day and will not be set outside 8.30am to 4.51pm, Monday to Friday;
  - c) managers are to have regard to employees' personal and family commitments;
  - d) employees may not work more than 10 hours in any one day (unless the period in excess of 10 hours is directed overtime), nor more than five hours without a meal break of a minimum of 30 minutes;

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- e) employees will not build up excessive credits where there is no operational need for them to be working additional hours;
  - f) the need to ensure that employees are productively employed and effectively supervised where appropriate; and
  - g) any physical limitations (such as access to buildings and associated costs of occupation, health and safety, and security considerations). In this regard, employees should provide managers with prior advice of their intentions to work before 6.00am or after 9.00pm Monday to Friday, or at any times on weekends or public holidays.
- 4.3.2 Managers can require employees to attend for duty during the standard day, although the timing of meetings, training sessions and the like will be scheduled during and around core hours as far as operationally practicable.
- 4.3.3 All employees are required to record their times of attendance in a manner determined by the Chairman. These records will be retained by the employees' managers in a consolidated form, which is available for audit.

## **4.4 Reconciliation and Carry-Overs**

- 4.4.1 Actual hours of attendance are to be reconciled to the standard weekly hours of work over a settlement period of four weeks. Where actual hours of attendance do not equal the standard hours applying to the settlement period, the credit or debit balance will be transferred to the next settlement period.
- 4.4.2 The maximum credit carry-over will be five days. Should work circumstances require, managers may agree to a credit carry-over of more than five days, providing steps are taken to reduce the credit to five days or less by the end of the next settlement period. The relevant senior manager is to be informed where carry-overs exceed five days.
- 4.4.3 The maximum debit carry-over will be two days. Where an employee has accumulated in excess of the allowable debit carry-over at the end of a settlement period, the manager will advise the personnel section to arrange for the excess hours to be without pay and automatically deducted from the next available pay. In exceptional circumstances, managers may agree to a debit carry-over of more than two days providing steps are taken to reduce the debit to two days or less by the end of the next settlement period. The relevant senior manager is to be informed where debit carry-over exceeds two days.
- 4.4.4 Credits accumulated cannot be cashed out.

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## **4.5 Absences**

4.5.1 Absence from duty during agreed core hours is subject to prior approval by the employee's manager. Excluding other forms of approved leave, absences under agreed attendance arrangements must not exceed five days during a four-week settlement period.

## **4.6 Attendance Arrangements for Part-time Employees**

4.6.1 The attendance arrangements for part-time employees will be agreed between the employee and the manager on an individual basis.

4.6.2 The maximum credit carry-over for part-time employees will equate to the agreed weekly hours of work. The maximum debit carry-over will equate to 40 per cent of the maximum credit carry-over.

## **4.7 Reversion to Standard Day**

4.7.1 Managers may revert an employee to the hours of the standard day for a period where:

- a) it is necessary to meet essential work requirements; or
- b) it is reasonable because an employee has failed to comply with the agreed attendance arrangements.

4.7.2 The relevant senior manager is to be informed of reversion decisions.

## **4.8 Overtime**

4.8.1 With opportunities for flexible working hours by all employees, the parties to this agreement will endeavour to minimise the need for overtime.

4.8.2 Overtime is to be worked by the prior direction of the Chairman, or where circumstances do not permit prior direction, subsequently approved in writing by the Chairman.

4.8.3 Employees can be directed to attend outside agreed attendance arrangements when necessary for operational requirements. Any such directed duty outside 8.00am to 6.00pm (excluding public holidays) or in excess of 7 hours 21 minutes on a day (pro rata for part time employees), will be considered as overtime.

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- 4.8.4 The rate of payment for all overtime will be time-and-a-half of the employee's current salary plus any allowances in the nature of salary.
- 4.8.5 As an alternative to paid overtime, an employee may choose time-off-in-lieu at the rate of one and one-half hours for each hour of directed overtime worked.
- 4.8.6 If time-off-in-lieu cannot be taken within four weeks, the employee is entitled to payment for overtime worked at the standard overtime rate of time-and-a-half.

## **4.9 Ongoing Part-Time Employment**

- 4.9.1 Ongoing part-time employment provides a flexible employment option for employees and a valuable mechanism for matching employee levels to workloads for the Commission.
- 4.9.2 Consistent with an overall objective of encouraging flexibility:
- a) part-time work may be requested by any employee (other than casual employees);
  - b) proposals for part-time work may be initiated by employees and will not be subject to quotas limiting the number of part-time employees;
  - c) existing employees will not be required to convert to part-time hours without their agreement;
  - d) the Chairman may engage employees on a part-time basis where the duties to be performed do not justify full-time employment or where there are difficulties attracting full-time staff to perform the required duties; and
  - e) proposals for part-time work initiated by employees will be considered taking account of both the personal requirements of the employee and the Commission's operational requirements, including the availability of a suitable position.
- 4.9.3 Part-time employment is defined as a person regularly working less than 147 hours per four-week settlement period by prior arrangement.
- 4.9.4 Remuneration and conditions will be calculated on a pro-rata basis, other than allowances of a reimbursement nature that will be paid as for all other employees.
- 4.9.5 Employees may make a written request to work on a part-time basis for a finite period. The Chairman may agree to the request subject to satisfying operational needs and management of any residual workload. The pattern of hours of duty will be agreed between the employee and their supervisor.

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- 4.9.6 A part-time employee who was previously full-time may revert to full-time before the expiry of the finite period by request in writing to the Chairman.
  - 4.9.7 Employees engaged under management initiated part-time employment may apply to the Chairman to convert to full-time employment.
  - 4.9.8 Employees returning directly from maternity or parental leave will have access to part-time employment upon application. This will be reviewed after the child's second birthday or, in the case of an adopted child, on the second anniversary of the placement of the child.

## **4.10 Job Sharing**

- 4.10.1 The Chairman may approve job sharing arrangements subject to operational circumstances and the basis of the employees' application. Working agreements will be settled between the Chairman and the applicant employees.

## **4.11 Home-Based Work**

- 4.11.1 The Chairman may initiate, or enter into at the request of an employee, a home-based working arrangement. Arrangements will accord with the Commission's Home based work policy, as amended from time to time. The Commission's policy will not be altered without prior consultation with employees through the PCCC.
- 4.11.2 Informal arrangements will be considered by the Chairman for employees who wish to work from home for short, infrequent and/or irregular periods.



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# 5 Leave

## 5.1 Principles

### 5.1.1 Portability of accrued leave

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

### 5.1.2 Recognition of prior service

5.1.2.1 Provisions for the recognition of prior service for long service leave purposes are set out in the *Long Service Leave (Commonwealth Employees) Act 1976*.

### 5.1.3 Standard day for leave purposes

5.1.3.1 For the purposes of leave accumulation and usage, the standard day will be 7 hours and 21 minutes.

### 5.1.4 Management of unplanned absences

5.1.4.1 The Commission will adopt a range of strategies to assist in managing unplanned absences, including the development of more information for managers and employees on the use of leave and analysis of absence data.

### 5.1.5 Leave agreements

5.1.5.1 Where an employee's amount of accrued recreation leave is 60 days or greater, the employee and the employee's manager will discuss the situation and seek to agree on a leave management strategy to stabilise the amount of leave accrued in the

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future. Employees with less than 60 days accrued recreation leave may also seek a leave agreement with their manager to facilitate leave planning.

## **5.2 Recreation Leave**

- 5.2.1 Full-time employees will be credited progressively with 20 days recreation leave throughout each year. New APS employees will have access to recreation leave after 30 calendar-days service. Credits will not accrue for 'periods of leave without pay not to count as service' where the aggregate of these periods exceed 30 calendar days in the year of accrual. Pro rata adjustments will be made for part-time employees.
- 5.2.2 Credits available at the commencement of the requested leave period may be accessed in any application for leave.
- 5.2.3 Recreation leave is subject to prior approval by the employee's manager.
- 5.2.4 On application, employees may be granted recreation leave at half pay to a maximum of 16 weeks of absence in any one calendar year– such leave counts as service for all purposes, other than for calculating performance bonuses when such leave will be counted on a full-pay equivalent basis. Where a public holiday falls during the period of recreation leave at half pay the employee will be paid the public holiday at half pay.
- 5.2.5 Employees who have taken at least two weeks recreation leave at half pay or full pay in the twelve months preceding the date of their application will be able to cash out up to two week's recreation leave per year. Pro rata arrangements apply for part-time employees.
- 5.2.6 On separation from the APS, recreation leave credits will be paid out at the employee's final rate of salary, including any allowances that would have been payable during recreation leave.
- 5.2.7 Payment on death:
- a) Under this Agreement, recreation leave credit is calculated as if the employee had separated from the Commission on resignation or retirement on the date on which death either occurred or is presumed to have occurred.
  - b) The Chairman may make payment to the dependants of the former employee, or to the former employee's legal representative. If payment has not been made within 12 months of the employee's death, the Chairman may make payment to the estate or legal representative.

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## 5.3 Long Service Leave

- 5.3.1 Employees are entitled to the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 5.3.2 The minimum period for granting of Long Service Leave is seven contiguous calendar days.

## 5.4 Personal Leave

- 5.4.1 Personal leave may be used for:
- a) an employee's personal sick leave;
  - b) on a short-term or emergency basis, to care for a member of the employee's immediate family, a close relative or household member (as defined in clause 5.4.11);
  - c) for employees not covered by the *Maternity (Commonwealth Employees) Leave Act 1993*, to attend the birth of their or their partner's child and for other responsibilities associated with caring for immediate family members during and after the birth; or
  - d) for responsibilities associated with the adoption by the employee of a child.
- 5.4.2 Full-time employees, new to the APS, will be credited with 15 days paid personal leave on commencement and on each anniversary of their commencement. Pro rata adjustments will be made for part-time employees. The anniversary date will be extended by the amount of any leave which is not to count for service, where such leave exceeds 30 calendar days in the accrual year. This will define the personal leave year. Unused personal leave credits will accumulate.
- 5.4.3 The amount of personal leave, other than for personal sick leave reasons, that may be accessed for particular purposes is as follows:
- a) carer's purposes in relation to 'immediate family' – up to 15 days per annum (personal leave year);
  - b) carer's purposes in relation to a 'close relative' or 'household member' – up to ten days per annum (personal leave year);
  - c) compassionate purposes – up to two days per event; and
  - e) in association with the birth or adoption of the employee's child – up to ten days.

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Any combination of personal leave, other than the personal sick leave of the employee, is not to exceed 15 days in any one personal leave year.

- 5.4.4 Employees are required to notify their manager of any absences, for personal leave, in advance or as soon as possible after the absence commences, advising the reason for the absence.
- 5.4.5 The Chairman may approve personal leave subject to the availability of credits and provision of satisfactory evidence of the reason(s) for leave. Where the period of absence for personal illness is more than three consecutive days, grants of leave for the period in excess of three days will be subject to production of medical certificates. For periods of leave of three days or less, presentation of evidence such as medical certificates or statutory declarations will be at the discretion of the Chairman.
- 5.4.6 An employee who is medically unfit for duty for one day or longer while on recreation leave or Long Service Leave and who produces satisfactory medical evidence may apply for personal leave. Recreation leave or Long Service Leave will be re-credited to the extent of the period of personal leave granted.
- 5.4.7 An employee will not be entitled to paid personal leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 5.4.8 Employees in receipt of workers compensation for more than 45 weeks will accrue personal leave on the basis of hours actually worked.
- 5.4.9 An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's personal leave credit has been utilised.
- 5.4.10 Accrued personal leave credits will not be paid out on separation from the Commission.
- 5.4.11 Definitions:
- a) 'Immediate family' means spouse (including a de facto spouse or partner) of the employee, a child or an adult child (including an adopted child, a step, a foster or ex nuptial child of the employee or their spouse), or parent of the employee or spouse of the employee.
  - b) 'Close relative' means a grandparent, grandchild or sibling of the employee or his or her spouse or any other person who, by reason of special circumstances of a particular case, is considered by the Chairman to be a close relative of the employee or his or her spouse.
  - c) 'Household member' is a person who normally lives at the employee's residence.

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## 5.5 Special Leave

- 5.5.1 The Chairman may grant an employee up to three days paid special leave in a personal leave accrual year. Leave approved under this clause will count as service for all purposes.

## 5.6 Bereavement Leave

- 5.6.1 The Chairman may grant an employee up to five days leave on full pay in the event of the death of a person defined in clause 5.4.11.

## 5.7 Maternity Leave

- 5.7.1 Employees are entitled to the provisions of the *Maternity Leave (Commonwealth Employees) Act 1976*.
- 5.7.2 Where an employee is eligible for paid maternity leave and wishes to take a consecutive period of at least 12 weeks duration of paid maternity leave, that employee may elect, in advance of commencing the paid maternity leave, to spread the payment for the paid leave over a period of 24 weeks at half normal salary. This period of leave beyond the required period of 12 weeks will not count as service for any purpose (for all intents and purposes the period beyond the required period of 12 weeks is regarded as maternity leave without pay).
- 5.7.3 If an employee who is a member of the CSS or PSS Defined Benefits superannuation funds elects to receive their paid maternity leave over 24 weeks (ie during 12 weeks of paid maternity leave and 12 weeks maternity leave without pay) and wishes to continue their employee superannuation contributions for the period beyond the period of 12 weeks paid maternity leave, they are required to make an election prior to the commencement of such leave. Elections made after such time will not attract employee and employer superannuation payments until and from the date of such election.
- 5.7.4 An employee who is entitled to and takes maternity leave as set out above under the provisions of the *Maternity Leave (Commonwealth Employees) Act 1976* will be granted an additional two weeks contiguous full pay leave, separate from other forms of leave. If the employee so requests payment may be made over four weeks contiguous to a payment made under sub-clause 5.7.2. The provisions of sub-clause 5.7.3 will be available to the employee.

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## 5.8 Parental Leave

- 5.8.1 Ongoing employees are entitled to leave of absence without pay for a maximum of 52 weeks to care for their new child. The leave is to be taken during a period of 66 weeks commencing on the day of the birth of a child of the employee, or in the case of an adopted child on the day on which the employee assumes responsibility for the child.
- 5.8.2 Interaction with maternity leave: in aggregate, the maximum leave without pay for maternity and parental leave will not exceed 38 weeks.
- 5.8.3 A period of parental leave does not count as service for any purpose.

## 5.9 Other Leave

- 5.9.1 In addition to the other categories of leave covered in this chapter, the Chairman may grant leave with pay (full or part) or without pay to an employee where it is considered to be in the interest of the Commission.
- 5.9.2 Leave granted with pay will count as service for all purposes. Leave granted without pay will not count as service for any purpose, unless otherwise determined by the Chairman.
- 5.9.3 Examples of events that this leave type may be granted for include:
- a) for bereavement (additional to that provided for in clause 5.6);
  - b) compassionate leave as defined in WRA where paid personal leave entitlements are exhausted;
  - c) to meet obligations in an emergency as a member of an Emergency Service;
  - d) to carry out full-time specified defence service;
  - e) to carry out defence training or deployment in the Defence Force Reserves;
  - f) to undertake a course of study which has relevance to the work of the Commission;
  - g) to deal with the effects of a disaster significantly affecting the employee (additional to leave provided for in clause 5.5);
  - h) to accompany a partner on a temporary posting;
  - i) to engage in employment in the interest of the Commission;
  - j) to engage in employment in not-for-profit organisations;
  - k) to prepare or give evidence on behalf of the Commonwealth;

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- l) for jury service;
  - m) to attend as an accredited official or competitor for Australia in an approved international sporting event;
  - n) to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes;
  - o) other purposes where other types of leave have been exhausted; and
  - p) War Service sick leave.

5.9.4 Where Commission policies or practices already exist in relation to the above areas, the continuing arrangements will be no less favourable to the employee than those applying in those policies at the date of lodgement of this Agreement.

## **5.10 Public Holidays**

5.10.1 Full-time employees will observe the following public holidays:

- a) 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday;
- b) 26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday;
- c) Good Friday and the following Saturday and Monday;
- d) 25 April (Anzac Day) or if that day falls on a Saturday or Sunday or other public holiday, the alternate day declared by the Government in that locality. If no alternate day is declared, the Chairman may grant an alternate day of observance;
- e) the day observed to celebrate the anniversary of the birth of the Sovereign (the Queen's Birthday);
- f) the day variously called Eight Hour Day, Labour Day or May Day as proclaimed by State and Territory Governments;
- g) 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December; and
- h) 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December.

5.10.2 An additional day will be observed within the Christmas, New Year period in line with the following table:

<i>Christmas Day</i>	<i>Additional Day</i>
Sunday	Wednesday 28 December
Monday	Wednesday 27 December
Tuesday	Thursday 27 December
Wednesday	Friday 27 December
Thursday	Monday 29 December
Friday	Tuesday 29 December
Saturday	Wednesday 29 December

- 5.10.3 Employees may observe up to two (2) additional local public holiday(s) each year. In Victoria one of these is the day observed as Melbourne Cup Day and, in the Australian Capital Territory, one is the day observed as Canberra Day.
- 5.10.4 Public holidays, during recreation leave or personal leave, are not deducted from recreation leave credits or personal leave credits.
- 5.10.5 No payment is made for public holidays occurring during leave without pay.
- 5.10.6 Part-time employees will observe only those public holidays which fall on their designated days of work.

## **5.11 Additional Leave over the Christmas–New Year Period**

- 5.11.1 Employees will be entitled to an extra two days leave between Christmas and New Year. If particular employees are required to attend for duty during those two days, for urgent work purposes, they will be entitled to an extra two days in lieu as soon as work commitments allow.
- 5.11.2 In recognition of the additional leave over the Christmas – New Year period, employees will work an additional nine minutes per day averaged during the year.
- 5.11.3 An employee who is medically unfit for duty for one day or longer while on the designated two days of leave and who produces satisfactory medical evidence may apply for personal leave and have the leave granted under clause 5.11.1 re-credited.

## **5.12 Unauthorised Absence**

- 5.12.1 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave.





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## 6 Studies Assistance

- 6.1 The Commission recognises that leave with pay (full or part) or without pay for study purposes can benefit both the individual through their career development and the Commission through skill transfer. The Chairman will favourably consider such leave applications where these are shown to be of mutual benefit.
- 6.2 It is agreed that policies relating to the overseas development award, post-graduate study awards and the new studies assistance package – including their non-leave provisions – will continue in a manner no less favourable to employees than the arrangements applying in those policies at the date of lodgement of this Agreement.
- 6.3 An employee who is not satisfied with the process or outcome of their study leave application has recourse to the Commission's Review of Actions policy.



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# 7 Redeployment, Retirement and Redundancy Provisions

## 7.1 Principles

7.1.1 Redeployment, retirement and redundancy provisions apply in excess staffing situations. For the purposes of this clause, an employee is an 'excess employee' if:

- a) the employee is included in a class of employees employed in the Commission, which class comprises a greater number of employees than required for the efficient and economical operation of the Commission; or
- b) the employee is surplus to requirements due to technological change, other changes in work methods, or changes in organisation or functions of the Commission; or
- c) where 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 that locality,

but does not include an employee on probation, or non-ongoing employees.

7.1.2 The Chairman will advise an excess employee in writing that he or she is an excess employee.

## 7.2 Voluntary Retrenchment

7.2.1 Where an excess employee wants an offer of voluntary retrenchment, the Chairman may, after assessing the redeployment prospects of that employee, make one written offer of voluntary retrenchment.

7.2.2 The employee will have one month in which to advise the Chairman of their acceptance of the offer, prior to the issue of a notice of termination under s.29 of the *Public Service Act 1999*.

7.2.3 To enable an excess employee to make an informed decision, the employee will have access to information on:

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- a) the sums of money that would be payable by way of severance pay, pay-in-lieu of notice and leave credits;
  - b) the amount of accumulated superannuation contributions;
  - c) the options open to the employee concerning superannuation; and
  - d) the taxation treatment of the various payments.

7.2.4 Excess employees will be provided with financial assistance of up to \$850 for the purpose of seeking financial information.

7.2.5 The period of notice of termination will be four weeks, except for excess employees over 45 years of age with at least five years continuous service, when the notice period will be five weeks.

7.2.6 Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment-in-lieu of notice as set out in the WRA for the unexpired portion of the notice period.

### **7.3 Severance Benefit**

7.3.1 An excess employee who is voluntarily retrenched is entitled to a severance benefit equal to two weeks salary for each completed year of continuous service in the APS plus pro rata payment for completed months of service since the last completed year of service.

Service for the above purpose will be APS service used in calculating long service leave entitlements as provided in clause 5.1.2.1, other than service that ceased through termination on any of the following grounds:

- a) employee lost or lacks an essential qualification;
- b) non-performance or unsatisfactory performance of duties;
- c) inability to perform duties due to physical or mental incapacity;
- d) failure to complete an entry level training course;
- e) failure to meet conditions dealing with probation, citizenship, formal qualifications, security, character or health clearances;
- f) a breach of the Code of Conduct;
- g) voluntary retirement at or above the minimum retiring age; or
- h) with the payment of a redundancy or similar benefit.

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

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

Where there have been periods of absence during the periods of service, any periods of absence from duty which do not count as service will not count as service for redundancy purposes.

7.3.2 The minimum payable as a severance benefit will be four weeks salary and the maximum will be 48 weeks salary.

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

## **7.4 Salary**

7.4.1 For the purpose of calculating a severance benefit, salary will be the excess employee's :

- current salary including allowances paid in the nature of salary, other than higher duties allowance; or
- if the excess employee has been receiving higher duties allowance for a period of more than 12 months, that current salary including any other allowance paid in the nature of salary.

## **7.5 Retention Periods**

7.5.1 An excess employee who does not accept an offer of voluntary retrenchment will be entitled to a period of retention. Unless the employee agrees, the employment of an excess employee will not be involuntarily terminated until either of the following retention periods has elapsed:

- a) 13 months where an employee has 20 years or more of service or is over 45 years of age; or
- b) seven months for other employees.

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- 7.5.2 The retention period will commence on the earlier of the following:
- a) the day the employee is advised in writing that the employee is an excess employee under sub-clause 7.1.2; or
  - b) one month after the excess employee has been invited to accept an offer of voluntary retrenchment under sub-clause 7.2.1.
- 7.5.3 The retention period will be extended by any periods of certificated sick leave taken during the period.
- 7.5.4 During the retention period, every effort will continue to be made to find alternative employment for the excess employee. Upon request, the employee will be referred to a commercial outplacement agency with a \$1,700 limit on costs.
- 7.5.5 Where it is apparent that there is no alternative employment available for an excess employee at his/her substantive level, the Chairman may, with four weeks' notice, allocate a lower classification to the excess employee as a means of securing alternative employment for the employee.
- 7.5.6 Where the Chairman believes there is insufficient suitable work available for an excess employee during the retention period, or believes that there is no reasonable prospect of redeployment in the APS, the Chairman may, with the agreement of the excess employee, terminate the employment of the employee and pay an amount up to the balance of the retention period salary as a lump sum. This payment will be taken to include payment in lieu of the notice of termination.

## **7.6 Involuntary Termination**

- 7.6.1 The Chairman may involuntarily terminate the employment of an excess employee at the end of the retention period.
- 7.6.2 The notice periods for involuntary termination of employment are the same as those specified in clause 7.2.5, and will be, as far as practicable, concurrent with the retention period.
- 7.6.3 The employment of an excess employee will not be terminated involuntarily without first having been made an offer of voluntary retrenchment.

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## **7.7 Income Maintenance**

7.7.1 Where an excess employee is reduced in classification, the employee will be eligible for income maintenance payments for the balance of the applicable retention period set out in clause 7.5.

7.7.2 Income maintenance payments are the amounts payable to maintain the level of salary and allowances being paid to the excess employee on the date the employee is notified as an excess employee or the date immediately prior to being reduced in classification, whichever is the later.

## **7.8 Review of Decisions to Terminate Employment**

7.8.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:

- Division 4 of Part 12 of the Workplace Relations Act 1996;
- other Commonwealth laws (including the Constitution); and
- at common law.

7.8.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures in clause 1.10 of this Agreement.

Nothing in this Agreement prevents the Chairman from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 661 of the *Workplace Relations Act 1996*, subject to compliance with the procedures established by the Chairman for determining whether an employee has breached the Code of Conduct under section 15 of the Public Service Act 1999.



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# APPENDICES



# A Salary Table

Commission broadband structure	APS classifications	Salary ranges at lodgement <sup>1</sup>	Conditional ATB increases from 21 June 2007 4%	Conditional ATB increases from 19 June 2008	Conditional ATB increases from 18 June 2009
SL1	APS 2 min	32000	32000	32000	32000
	APS 2 max	43000	44720	46509	48370
	APS 3 min	41480	43139	44865	46660
	APS 3 max	52000	54080	56243	58493
	APS 4 min	48000	49920	51916	53993
	APS 4 max	58600	60944	63382	65917
SL2	APS 5 min	53785	55936	58173	60500
	APS 5 max	62500	65000	67600	70304
	APS 6 min	58500	60840	63274	65805
	APS 6 max	71500	74360	77334	80427
SL3	EL 1 min	73000	75920	78956	82114
	EL 1 max	94000	97760	101670	105737
SL4	EL 2 min	90000	93600	97344	101238
	EL 2 max	119000	123760	128710	133858
			If an employee is rated 'needs improvement' their base salary may be less than the published minimum for employees at that classification in accordance with clause 2.5.1.1 only.		NB Each maximum salary above may be increased by up to 18% see clause 2.2.2

<sup>1</sup> These ranges have been adjusted to take account of actual salaries paid currently. They will be used to provide the calculation point for subsequent conditional increases. The exception is the APS 2 minimum which is retained at \$32,000 as the base level entry point.

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## B Underperformance

1. After a reasonable period of counselling and coaching, an employee whose performance appears to be unsatisfactory will be issued with a formal warning. The formal warning will set out:
  - a) details of the required standards for the duties the employee has been assigned and how the employee has failed to meet those standards
  - b) details of how the employee's performance will be assessed
  - c) the possible consequences if the employee has not attained and sustained the required standards by the end of the assessment period.
2. A person nominated by the Chairman will then conduct a fair and impartial assessment of the employee's work performance over an agreed period of time (this should normally be not less than one month and not longer than three months). The employee will be provided with feedback on his or her performance during the assessment period.
3. At the end of the assessment period, if the employee's work performance is assessed as meeting the required standard, the assessor will report this finding to the decision-maker. If the decision-maker agrees with the finding, the employee will be advised of this and no further action need be taken under these provisions.
4. If the employee is assessed as not having met the required standard, the assessor will report this finding to the decision-maker. The decision-maker will advise the employee of the finding and of the action that he or she proposes to take, which may include one or more of the following:
  - a) termination of employment
  - b) reduction in classification and remuneration
  - c) reassignment of duties
  - d) some other appropriate action.
5. The employee will be given seven days from the receipt of the advice to respond to the findings and the action proposed by the decision-maker.
6. The decision-maker, having taken into account the assessor's findings and the employee's response, will advise the employee in writing of his or her decision and the action to be taken.
7. If an employee is dissatisfied with any action in relation to their employment, they may seek a review under the terms of the Commission's Review Of Actions policy.
8. These procedures are not to be used in cases of misconduct, which will be dealt with under the provisions of the Public Service Act Values and Code of Conduct and/or the Workplace Relations Act, or invalidity, which will be handled under the Safety Rehabilitation and Compensation Act or Comsuper legislation.

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# C List Of Personnel Policies

Access and Equity Plan  
Commuter Club Policy and Procedures  
Conflict of Interest Policy  
Disability Action Plan  
Equity & Diversity – plan to the Year 2008  
First Aid Plan  
Home Based Work Policy  
Leave Agreement  
Mature-aged Workers Policy  
OH&S Agreement  
Outside Employment  
Overseas Development Award Policy  
Performance management policy for non-SES staff covered by the PC's CA  
Personnel Employment Policies and Procedures  
Post-graduate Study Awards Policy  
Procedures for Determining Breach of the APS Code of Conduct  
Productivity Commission Consultative Committee  
Record of Attendance  
Return to Work (RTW) policy  
Review of Actions Procedures  
Screen Based Equipment (SBE) Eyesight Testing  
Service Charter  
Studies Assistance Policy  
Time Recording whilst on Official Travel  
Whistleblowing Policy  
Work Level Standards  
Workplace Behaviour Policy