



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Commonwealth Grants Commission
(AG2015/7017)

COMMONWEALTH GRANTS COMMISSION ENTERPRISE AGREEMENT 2015-2018

Commonwealth employment

COMMISSIONER LEE

MELBOURNE, 23 DECEMBER 2015

Application for approval of the Commonwealth Grants Commission Enterprise Agreement 2015-2018.

[1] An application has been made for approval of an enterprise agreement known as the *Commonwealth Grants Commission Enterprise Agreement 2015-2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Commonwealth Grants Commission. The Agreement is a single enterprise agreement.

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

[3] The CPSU, the Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement was approved on 23 December 2015 and, in accordance with s.54, will operate from 30 December 2015. The nominal expiry date of the Agreement is 22 December 2018.



COMMISSIONER

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COMMONWEALTH GRANTS COMMISSION

ENTERPRISE AGREEMENT 2015 – 2018

ARRANGEMENT OF AGREEMENT

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PART A FORMAL ACCEPTANCE OF AGREEMENT AND SIGNATORIES

A1 Employer

Signed for, and on behalf of, the Commonwealth by the Secretary, Commonwealth Grants Commission:

Signed 
Full Name: JAMES SPASOJEVIC
Agency: Commonwealth Grants Commission
Address: Level 2, Phoenix House, 86-88 Northbourne Avenue, Braddon, ACT, 2612

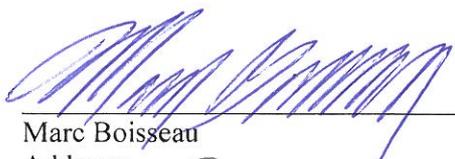
A2 Bargaining Representative: Community and Public Sector Union

Signed for, and on behalf of, the Community and Public Sector Union:

Signed 
Full Name: ALISTAIR WATERS, NATIONAL PRESIDENT
Address: Level 1, 40 BAISBAKE AVE, BARTON, ACT, 2600

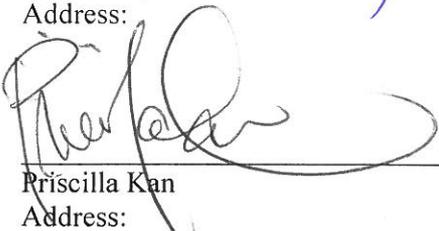
A3 Bargaining Representatives

Signed for, and on behalf of, employees of the Commonwealth Grants Commission whose employment is subject to this Agreement:



Marc Boisseau
Address:

Commonwealth Grants Commission
Phoenix House
1st Floor
86-88 Northbourne Avenue
BRADDON ACT 2612



Priscilla Kan
Address:

Commonwealth Grants Commission
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86-88 Northbourne Avenue
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John Barber
Address:

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Elin Greenberg
Address:

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Phoenix House
1st Floor
86-88 Northbourne Avenue
BRADDON ACT 2612

This Agreement was submitted for approval by the Fair Work Commission on 2015.

PART B TECHNICAL AND GENERAL

BACKGROUND

B1 This is an Agreement under section 172 of the *Fair Work Act 2009*.

TITLE

B2 This Agreement shall be known as the Commonwealth Grants Commission Enterprise Agreement 2015 – 2018.

PURPOSE

B3 The purpose of this Agreement is to set out the terms and conditions of employment of employees covered by the Agreement.

PARTIES COVERED BY THIS AGREEMENT

B4 In accordance with section 53 of the *Fair Work Act 2009*, this Agreement covers:

- i) the Secretary, Commonwealth Grants Commission, as the employer on behalf of the Commonwealth; and
- ii) all employees of the Commonwealth Grants Commission whose employment is, at any time when the Agreement is in operation, covered by the Agreement (in accordance with clause B5).

B5 For this Agreement, employees of the Commission do not include:

- i) employees substantively performing duties in the Senior Executive Service; or
- ii) an employee whose salary is not paid or funded by the Commission.

COMMENCEMENT AND DURATION

B6 This Agreement will commence operation seven days after approval by the Fair Work Commission.

B7 This Agreement shall nominally expire three years from the commencement date.

COMPLEMENTARY COMMISSION DOCUMENTS

B8 Guidelines, policies, and procedures referred to in this agreement are not incorporated into, and do not form part of this agreement. A term of this agreement prevails to the extent of any inconsistency with a guideline, policy, or procedure delegation.

B9 The Secretary may, in writing, delegate any of the Secretary's powers or functions under this Agreement (other than under this clause).

B10 A person exercising powers or functions under clause B9 must comply with any directions of the Secretary.

INTERPRETATION AND DEFINITIONS

“Action” includes a refusal or failure to act.

“Agreement” means the Commonwealth Grants Commission Enterprise Agreement 2015 - 2018.

“Adopted Child” An adopted child of an employee means a child under 16 years of age whom the employee has legally adopted, the child not being (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

“APS” means Australian Public Service.

“Commission” or “CGC” means the Commonwealth Grants Commission.

“Employee” means an employee of the Commission covered by this Agreement (whether full-time or part-time) and includes employees on temporary placement in the Commission.

“Establishment” means the formal structure of the work of the Commission. The Commission establishment consists of positions that have been classified against work level standards and placed into a reporting structure that defines responsibility and function.

“Executive” means the Secretary, and Assistant Secretaries.

“Fair Work Act” means the *Fair Work Act 2009*.

“Family” means a spouse, de factor partner, child, parent, grandparent, grandchild, sibling or child, parent, grandchild, grandparent or sibling of the employee's spouse or de facto partner. Spouse and de facto partner includes former spouses and partners.

“Foster Child” A fostered child of an employee means a child for whom the employee has assumed primary responsibility for the long term care of the child who is, or will be, under 16 years of age and the child is not (otherwise than because of the fostering) a child of the employee or the employee’s spouse or de facto partner.

“Partner” means a person who, regardless of gender, is living in a common household relationship with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.

“Half-Pay” means that when someone chooses to take their leave at half-pay, as provided for in this agreement, the leave balance will be reduced by half the hours actually taken.

“Management Group Meeting” means the regular meeting of the Commission’s Secretary, the Senior Executive Service and Directors whose purpose is to discuss management issues.

“WH&S Committee” means Workplace Health and Safety Committee.

“Public Service Act” means the *Public Service Act 1999* as amended from time to time.

“Remuneration Committee” means the advisory body that considers remuneration issues including: salary on commencement, promotion or assignment to duties of a higher classification for a short period; entitlements under the Performance Feedback Scheme and other remuneration matters. It comprises the Secretary, Branch Managers and Director, Corporate Services.

“Secretary” means the Secretary, Commonwealth Grants Commission or their delegate.

“Substantive position” means the position to which an employee has been permanently appointed.

“Supported wage system” means the system that provides for the employment of people with a disability as described at Appendix 4.

PART C CLASSIFICATION AND REMUNERATION

SALARY RATES AND SALARY ADVANCEMENT

- C1 Salary ranges and pay points to apply under this Agreement are set out in Appendix 1. For each classification there is to be a:
- i) Starting salary;
 - ii) Standard salary (eligible after one year subject to Performance Feedback Scheme (PFS) assessment of at least “meets requirements”); and
 - iii) High salary (recipients to be determined by the Secretary based on the employee’s contribution, the employee’s experience or the need to retain particular skills).
- C2 The Standard and High salaries will consist of:
- i) Base salary;
 - ii) Performance bonus (subject to performance of “meets requirements” or better); and
 - iii) any salary supplement (subject to agreement with the Secretary and/or a Remuneration Committee assessment which may include recognition of salary from a previous position, or recognition of a need to retain particular skills or experience), which will be formalised in an individual flexibility arrangement in accordance with Clause C6.
- C3 A recipient of High salary may be reverted to the Standard salary if their ongoing performance is considered to not meet the required standard, or where there is no longer a need for retention of particular skills or experience.
- C4 The Performance Feedback Scheme provides that following an annual performance rating of “meets requirements” or above, employees will be eligible for a Performance Bonus on 1 July annually. The Performance bonus rates are described in Appendix 2.
- C5 The performance bonus is a stand-alone payment that is not considered salary for the purposes of superannuation salary or base salary.

INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- C6 The Agency Head and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of any of the terms of this Agreement, where the arrangement meets the genuine needs of the employee and agency.
- C7 The Agency Head must ensure that a flexibility arrangement agreed to under this clause:
- i) is about permitted matters under section 172 of the Fair Work Act;
 - ii) does not include unlawful terms under section 194 of Fair Work Act;
 - iii) results in the employee being better off overall than if no arrangement was agreed to;
 - iv) is in writing;
 - v) is signed by both the employee and the Agency Head, and, if the employee is under 18, is signed by their parent or guardian;
 - vi) is able to be terminated by either the employee or the Agency Head giving not more than 28 days written notice, or at any time by agreement between the employee and Agency Head in writing; and
 - vii) is given to the employee within 14 days after it is agreed to.

C8 A flexibility arrangement must be genuinely agreed between the employee and the Agency Head.

PAYMENT OF SALARY

C9 Employees will be paid fortnightly in arrears and the fortnightly rate of pay will be based on the following formula: $Fortnightly\ pay = \frac{Annual\ Salary \times 12}{313}$

METHOD OF PAYMENT

C10 Employees will have their fortnightly salary paid in arrears by electronic funds transfer into a financial institution account of their choice allowing for reasonable disbursements or deductions at the request of the employee.

SALARY PACKAGING

C11 Access to salary packaging as varied from time to time will be available to all employees covered by this Agreement. Further information can be found in the CGC Salary Packaging Guidelines.

C12 Where employees take 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.

SALARY ON ENGAGEMENT, PROMOTION, OR ASSIGNMENT TO A HIGHER LEVEL

C13 Where an employee is engaged (either on an ongoing or a non-ongoing basis) or is promoted within or to the Commission, salary will be payable at the Starting salary of the Commission salary range applicable to the classification of the employee, unless the Secretary authorises payment of salary above the Starting salary range, having regard to:

- i) the experience, qualifications and skills of the employee;
- ii) work level standards; and
- iii) the nature of the duties which are to be assigned to the employee.

SALARY MAINTENANCE

C14 At the discretion of the Secretary, an employee moving to the Commission whose salary at the previous agency (current salary) exceeds the current maximum of the relevant classification in this Agreement, can maintain their current salary until normal pay increases restore parity to the Standard CGC salary.

C15 Where an employee’s salary is maintained under this provision, salary increases set out in this Agreement will not apply until the relevant rate of pay in Appendix 1 equals or exceeds the employee’s maintained salary level.

SALARY ON REDUCTION TO DUTIES WITH A LOWER CLASSIFICATION

C16 Where the classification of an employee is reduced, on either a temporary or ongoing basis in accordance with the provisions of this Agreement and/or the provisions of the Public Service Act, salary will be determined by the Secretary having regard to:

- i) the experience, qualifications and skills of the employee;
- ii) the salary payable to, and classification of, the employee in respect of the duties they performed before the new duties were assigned to the employee;
- iii) the classification of the employee in relation to the new duties; and
- iv) work level standards.

C17 An employee’s reduced salary will take effect after the expiration of an income maintenance period determined by the Secretary.

RATE OF SALARY - REGULAR PART-TIME EMPLOYMENT

- C18 Unless agreed otherwise between the employee and the Commission, where an employee is employed for an agreed number of regular hours per week which is less than the ordinary hours of duty specified in this Agreement, the employee shall receive, on a pro rata basis, equivalent pay and conditions to those of a full-time employee.
- C19 In relation to expense related allowances, an employee to whom clause C18 applies will receive entitlements specified in the relevant clauses of this Agreement.

RATE OF SALARY – CASUAL LOADING

- C20 A casual employee will be paid a 20% loading and is not entitled to any payment in relation to any form of leave except long service leave under this Agreement nor any payment in relation to public holidays or Christmas close-down, in which the employee is not rostered to work.

SUPPORTED SALARY RATES

- C21 Supported wage rates as set out in Appendix 4 shall apply to an employee with a disability who is eligible for consideration under the Supported Wage System.

SUPERANNUATION

- C22 The Commission will make compulsory contributions as required by the applicable legislation and fund requirements.
- C23 Where an employee has chosen an accumulation fund other than the PSS Accumulation Plan (PSSap), the employer contribution will be the same as that required for employees who are members of the PSSap (currently 15.4% of Fortnightly Contribution Salary).
- C24 Employer superannuation contributions will not be paid during periods of unpaid leave that do not count as service, unless otherwise required by law.
- C25 The Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer.

JUNIOR RATES OF PAY

- C26 Junior rates of pay as a percentage of the APS Level 1 equivalent adult rate will apply as set out in Appendix 3.
- C27 For an employee under 21 years of age employed in a classification of APS Level 1, whose rate of salary is prescribed according to age (i.e. junior rates), salary progression occurs automatically on the employee's birthday.

PART D ALLOWANCES AND TRAVEL EXPENSES

FIRST AID ALLOWANCE

- D1 An employee who possesses a current First Aid Certificate and who is designated by the Secretary to undertake first aid responsibilities within the Commission will be paid an allowance of \$30 per fortnight. The First Aid Allowance is subject to income tax and will count as salary for all purposes. Where an employee is absent from the workplace for a period greater than six weeks, the allowance will not be paid during that period unless otherwise required by law.

MOTOR VEHICLE ALLOWANCE

- D2 Where the Secretary considers that it will result in greater efficiency or involve less expense, the Secretary may authorise an employee, who has agreed to do so, to use a private car owned or hired by the employee at their own expense and risk for official purposes. An employee is entitled to be reimbursed an amount equal to the relevant airfare or mileage allowance, whichever is the lesser. The allowance payable will be as advised by the Australian Tax Office from time to time.

OFFICIAL TRAVEL EXPENSES

- D3 The Secretary or their delegates will approve travel expenses for staff travelling on official business. Further information can be found in the CGC Travel Policy.

CLASS OF TRAVEL

- D4 Employees are entitled to economy class when required to travel on official business within Australia.

LOSS, DAMAGE AND INDEMNITY

- D5 The Secretary may approve reimbursement to an employee for loss or damage to clothing or personal effects which occurred in the course of the employee's work. This reimbursement is not subject to tax instalment deductions.

RELOCATION ASSISTANCE

- D6 The Secretary may determine the extent of any financial assistance for relocation from one locality to another upon:
- i) engagement as an ongoing employee;
 - ii) promotion or movement on an ongoing basis to the Commission; or
 - iii) temporary assignment which exceeds or is expected to exceed 12 months (or in some circumstances, a shorter period where the Secretary considers it appropriate).
- D7 Where an employee who received financial assistance to relocate to Canberra, leaves the employment of the Commission during the first 12 months of employment, the employee will re-pay the relocation assistance, unless the Secretary agrees to waive this requirement due to extenuating circumstances.

REIMBURSEMENT FOR GLASSES

- D8 If an employee needs glasses specifically for use with screen based equipment, the CGC will provide reimbursement for out-of-pocket expenses up to the value of:
- i) \$100 for mono-focal glasses; and
 - ii) \$160 for bifocal or multi-focal glasses.

FIRE WARDEN ALLOWANCE

- D9 Where an employee is appointed as a Fire Warden or has duties that involve or require the regular handling of hazardous materials, the Secretary may approve an allowance of \$15 per fortnight.
- D10 The Fire Warden Allowance is subject to income tax and will count as salary for all purposes. Where an employee is absent from the workplace for a period greater than six weeks, the allowance will not be paid during that period.

CALL OUT ALLOWANCE

- D11 An employee shall receive a \$60 call out allowance where:
- i) an employee's home phone or personal mobile phone is identified as an after-hours emergency contact point; and
 - ii) that employee is required to attend a call out at the CGC's office premises.
- D12 The call out allowance shall be subject to income tax but will not count as salary for any other purpose.

PART E WORKPLACE HEALTH AND DEVELOPMENT

EXTRA DEPENDANT CARE COSTS

- E1 In recognition of dependant care responsibilities, the Secretary may authorise reimbursement of reasonable expenses arising from additional family care arrangements made necessary where an employee is:
- i) required to travel away from their normal work location for business purposes; or
 - ii) directed to work additional hours or to attend a conference or learning and development course outside the standard bandwidth as defined in I8, or outside the employee's regular agreed hours of work.

HEALTH PROMOTION

- E2 The Commission may provide funding for annual healthy lifestyle programs such as influenza vaccinations.

EMPLOYEE ASSISTANCE SCHEME

- E3 The Commission will provide access to a confidential, professional counselling service at no cost to employees and their families to help resolve both personal and work-related problems.

SKILLS RECOGNITION AND DEVELOPMENT

- E4 The Commission will identify learning and development needs of employees annually through the performance feedback process. Progress against individual learning and development agreements will be included in performance feedback discussions.
- E5 Subject to the Secretary's approval, professional development needs and professional association membership, where these relate to a qualification required to perform an employee's duties, may be funded by the Commission.

STUDIES ASSISTANCE

- E6 Assistance may be provided to an employee to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses, where the study is agreed as part of an employee's individual learning and development agreement. The Commission's priority is for its employees to undertake formal study in fields which link to the achievement of its corporate goals or which meet their professional development needs.
- E7 The Secretary may approve the grant of assistance to an employee in the form of financial assistance and/or study leave. Employees are to refer to the Study Assistance Policy for further information.

PART F PERFORMANCE FEEDBACK SCHEME AND MANAGING UNDERPERFORMANCE

PERFORMANCE FEEDBACK SCHEME (PFS)

- F1 The Commission's Performance Feedback Scheme policy contains details of the scheme and processes. Managers will ensure that employees are fully conversant with the PFS.
- F2 The purpose of the Performance Feedback Scheme is to:
- i) help employees identify their strengths and weaknesses, and assist them in developing their skills for furthering their careers; and
 - ii) help the CGC achieve its objectives by:
 - (1) improving communication between employees and their managers about work expectations and performance;
 - (2) setting out individual responsibilities and the standard of performance expected;
 - (3) identifying the development needs of each employee, to foster and improve performance; and
 - (4) linking work performance to salary and bonus payments.

PARTICIPATION

- F3 All employees will participate in the PFS so that they receive regular feedback on performance.

ELIGIBILITY FOR PERFORMANCE BONUS

- F4 Eligibility for a Performance Bonus is limited to:
- i) ongoing and non-ongoing employees covered by this Agreement who are present at the workplace, and subject to appraisal, for the entire annual feedback cycle;
 - ii) at the discretion of the Secretary, ongoing and non-ongoing employees covered by this Agreement who are present at the workplace, and subject to appraisal, who through exceptional circumstances have been unable to complete a full twelve months of the feedback cycle, and ongoing employees on temporary assignment from other agencies for more than six months if this is part of the agreement for the assignment; or
 - iii) ongoing and non-ongoing employees who would have completed twelve months of the feedback cycle had it not been for extenuating circumstances, as approved by the Secretary.
- F5 Subject to clause F4, and an annual performance rating of "meets requirements" or above, employees will be eligible for a Performance Bonus on 1 July annually. The Performance Bonus rates are described in Appendix 2.
- F6 The Performance Bonus is a stand-alone payment that is not considered salary for the purposes of superannuation salary or base salary.

MANAGING UNDERPERFORMANCE

- F7 The management of underperformance applies to an employee whose work performance is rated as "needs support" or "unsatisfactory" in that the employee's performance has failed to meet several responsibilities in their performance agreement, including priority and day-to-day responsibilities.
- F8 The Commission's Performance Feedback Scheme policy contains the detailed process for managing underperformance. The process may be invoked where:

- i) an employee's performance is below the expected standard;
- ii) the performance issues are ongoing; and
- iii) informal resolution has been attempted.

F9 The process for managing underperformance does not apply:

- i) to employees on probation;
- ii) where action is being taken in accordance with procedures established in accordance with section 15 of the Public Service Act for handling breaches of the Code of Conduct;
- iii) where there is a health-related reason for the underperformance; or
- iv) where an essential qualification has been lost.

PART G WORKFORCE ADJUSTMENT

MOVEMENT TO ANOTHER APS AGENCY

- G1 An employee, other than an employee engaged for a specified term or for the duration of a specified task, will, where practicable, give a minimum of four weeks' notice of their intention to move to another APS agency, except where a lesser period is agreed with their manager.

SEPARATION FROM THE APS

- G2 An employee will, where practicable, give a minimum of four weeks' notice of their intention to resign or retire. The relevant delegate may agree to a lesser period of notice.

EXCESS EMPLOYEES

Coverage

- G3 The provisions of clauses G4 to G38 will apply to ongoing employees of the Commission who are not on probation.

Definition of excess employee

- G4 An employee is an excess employee if:
- i) the employee is included in a class of employees employed in the Commission which comprises a greater number of employees than is necessary for the efficient and economical working of the Commission; or
 - ii) the services of the employee cannot be used effectively because of technological or other changes in the work methods of the Commission or changes in the nature, extent or organisation of the functions of the Commission.
- G5 If an employee is likely to become excess the Secretary will advise them at the earliest practical time.
- G6 Where the potentially excess employee nominates a representative, the Secretary will hold the discussions with the employee and the employee's representative.
- G7 The Secretary will hold discussions with the employee to advise them of the reasons they may become excess and to consider:
- i) measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below level;
 - ii) referral to a service provider approved by the Secretary to provide career planning and other appropriate assistance; and
 - iii) whether voluntary retrenchment might be appropriate.
- G8 The Secretary may:
- i) having held the discussions referred to in clause G7; and
 - ii) unless the employee consents to a shorter period, not less than four weeks after advising the employee in accordance with clause G5 that they are likely to become excess, advise the employee in writing that they are an excess employee.

VOLUNTARY RETRENCHMENT

- G9 Where an employee is advised that they are an excess employee in accordance with clause G8, the Secretary may invite the employee to accept voluntary retrenchment.

- G10 Where the Secretary invites an excess employee to accept voluntary retrenchment, the employee will have four weeks in which to accept the offer.
- G11 Where the offer is accepted the Secretary will consider whether to proceed with approval of the voluntary retrenchment but will not give notice of termination under section 29 of the Public Service Act on the grounds that the employee is excess to the requirements of the Agency before the end of that period.
- G12 As soon as possible, within the four weeks referred to in clause G8, an excess employee who is invited to accept voluntary retrenchment must be given information on:
- i) the amount of severance pay, pay in lieu of notice and paid up leave credits;
 - ii) the amount of accumulated superannuation contributions;
 - iii) options open to the employee concerning superannuation; and
 - iv) any taxation rules applying to the various payments.
- G13 An excess employee invited to accept voluntary retrenchment will be reimbursed reasonable expenses for career transition and financial advice.
- G14 Only one offer of voluntary retrenchment will be made to an excess employee.

ASSISTANCE

- G15 An excess employee will be given assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment (where such expenses are not met by the prospective employer) and will be given reasonable time off work to attend job interviews.

PERIOD OF NOTICE

- G16 Where the excess employee accepts voluntary retrenchment, the Secretary may retrench the employee by giving the required notice of termination under section 29 of the Public Service Act on the grounds that the employee is excess to the requirements of the Agency. The period of notice will be four weeks (or five weeks for an employee 45 years of age and over).
- G17 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 Fair Work Act for the unexpired portion of the notice period.

SEVERANCE BENEFIT

- G18 An employee whose employment is terminated under section 29 of the Public Service Act on the grounds that the employee is excess to the requirements of the Agency following their agreement to be voluntarily retrenched is entitled to be paid a severance benefit.
- G19 An employee who accepts voluntary retrenchment is entitled to be paid a sum equal to two weeks salary for each completed year of continuous service plus a pro rata payment for completed months of service since the last completed year of service subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).
- G20 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- G21 The severance benefit 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.
- G22 Service for severance pay purposes means:
- i) service in the Commission;

- ii) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - iii) service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
 - iv) service with the Australian Defence Forces;
 - v) APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
 - vi) service in another organisation where:
 - (1) an employee moved from the APS to that organisation with a transfer of function; or
 - (2) an employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS; and
 - (3) such service is recognised for long service leave purposes.
- G23 For earlier periods of service to count there must be no breaks between the periods of service, except where:
- i) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - ii) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under repealed section 49 of the *Public Service Act 1922*.
- G24 Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:
- i) termination under section 29 of the *Public Service Act 1999*;
 - ii) prior to the commencement of the *Public Service Act 1999*, by way of redundancy; forfeiture of office, retirement on the grounds of invalidity, inefficiency or loss of qualifications; dismissal or termination of probationary appointment for reasons of unsatisfactory service;
 - iii) voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - iv) payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.
- G25 Absences from duty which do not count as service for Long Service Leave purposes will not count for severance pay purposes.

Rate of Payment

- G26 For the purpose of calculating any payment under clause G20, salary will include:
- i) the employee's salary at their substantive work value level; or
 - ii) the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retrenchment; and

- iii) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

ACCELERATED SEPARATION OPTION AND ADDITIONAL PAYMENT

G27 Where the Secretary invites an excess employee to accept voluntary retrenchment, the Secretary may also invite the excess employee to accept an accelerated separation option. This option provides, in addition to the severance benefit, a payment of a maximum of four weeks' salary in lieu of the consideration period referred to in clause G10 where the excess employee agrees to termination of employment and the employment is so terminated within 14 days of receiving an offer of voluntary retrenchment. Any payment to which the employee is entitled will be equal to the balance of the four week period referred to in clause G16.

INVOLUNTARY RETRENCHMENT

G28 The Secretary, under section 29 of the Public Service Act, may terminate the employment of an excess employee who has not agreed to voluntary retrenchment and has not been permanently redeployed to an ongoing position.

G29 The Secretary will not terminate the employment of an excess employee if the employee has not been invited to accept an offer of voluntary retrenchment or has elected to accept an offer of voluntary retrenchment but the Secretary has refused to approve it. Where an excess employee does not accept an offer of voluntary retrenchment or the accelerated separation option within four weeks of the offer being made, the arrangements in clauses G30 to G38 will apply.

G30 An excess employee will be entitled to a period of retention, as detailed in clause G34, in which they will have access to the services of a provider approved by the Secretary to the value of \$2 600 in order to assist them to be redeployed.

G31 The employee is also entitled to funding for financial advice to the value of \$900 less any amount already paid in accordance with clause G13. Any entitlement to this funding ceases on completion of the retention period or on termination of employment as detailed in Clause G37.

G32 During the period of retention the Secretary will take all reasonable steps, consistent with the interests of the efficient administration of the Commission, to assign new duties to an excess employee at their substantive classification level within the Commission.

G33 The Secretary, after taking reasonable steps to find alternative employment in the Commission at the excess employee's substantive classification, may, with four weeks' notice, allocate a lower classification to the employee, having determined that duties appropriate to that classification are to be performed by the employee. The employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.

RETENTION PERIOD

G34 Employees declared potentially excess will be entitled to the following retention periods:

- i) 13 months where an employee has 20 or more years of service or is over 45 years of age; or
- ii) 7 months for other employees.

G35 The retention period will commence on the day the employee is advised in writing by the Secretary, in accordance with clause G8, that they are an excess employee. Where insufficient productive work is available for the employee they will not be expected to attend work premises.

G36 The retention period will be extended by any periods of personal leave certified as sick leave taken during the retention period.

- G37 Where the Secretary is satisfied that there is insufficient productive work available for the employee within the Commission during the remainder of their retention period or where the employee requests, the Secretary may, after consulting with the employee or the employee's nominated representative, terminate the employment of the employee under section 29 of the Public Service Act and pay the employee's NES redundancy entitlement and the balance of the retention period (reduced by the NES entitlement) as a lump sum. This payment will be taken to include the payment in lieu of notice of termination.
- G38 Where an employee enters into a retention period, the Secretary will reduce the retention period by the employee's NES redundancy entitlement. Upon termination of employment the employee's NES redundancy entitlement will be paid as a lump sum payment.

TERMINATION OF NON-ONGOING EMPLOYEES

- G39 Without limiting the authority of the Secretary under s.29(1) of the Public Service Act, the Secretary may terminate a non-ongoing employee's employment where he or she is engaged for a specific term and:
- i) the duties for which he or she was engaged are no longer available;
 - ii) the required tasks have been completed ahead of time; or
 - iii) the duties are no longer required to be performed.
- G40 The Secretary will give a minimum of four weeks' written notice of an intended termination under Clause G39.
- G41 A non-ongoing employee whose employment is terminated under clause G39 will be entitled to compensation in respect of the period of service forgone, recognising the particular circumstances of the engagement.

PART H WORKING RELATIONS

CONSULTATION ON MAJOR CHANGES

H1 This term applies if the employer:

- i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

H2 For a major change referred to in clause H1 (i):

- i) the employer must notify the relevant employees of the decision to introduce the major change; and
- ii) clauses H3 to H9 apply.

H3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

H4 If:

- i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- ii) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

H5 As soon as practicable after making its decision, the employer must:

- i) discuss with the relevant employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the employees; and
 - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- ii) for the purposes of the discussion - provide, in writing, to the relevant employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the employees; and
 - (3) any other matters likely to affect the employees.

H6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

H7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

H8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause H3 and H5 are taken not to apply.

H9 In this term, a major change is likely to have a significant effect on employees if it results in:

- i) the termination of the employment of employees; or

- ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- iv) the alteration of hours of work; or
- v) the need to retrain employees; or
- vi) the need to relocate employees to another workplace; or
- vii) the restructuring of jobs.

H10 Change to regular roster or ordinary hours of work - for a change referred to in clause H1 (ii):

- i) the employer must notify the relevant employees of the proposed change; and
- ii) clauses H11 to H15 apply.

H11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

H12 If:

- i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative:

H13 As soon as practicable after proposing to introduce the change, the employer must:

- i) discuss with the relevant employees the introduction of the change; and
 - (1) for the purposes of the discussion - provide to the relevant employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the employer reasonably believes will be the effects of the change on the employees; and
- ii) provide information about any other matters that the employer reasonably believes are likely to affect the employees; and
- iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

H14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

H15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

H16 In this term: "relevant employees" means the employees who may be affected by a change referred to in clause H1.

MONITORING OF THE AGREEMENT

H17 A Workplace Relations/Health and Safety Committee will be established to facilitate communication and consultation with employees, and will monitor the implementation of this agreement.

H18 The Remuneration Committee will advise the Secretary on matters of salary.

PROCEDURES FOR PREVENTING AND SETTLING DISPUTES OVER THIS AGREEMENT AND RESOLVING WORKPLACE ISSUES

H19 This term sets out procedures to settle the dispute where a dispute relates to:

- i) a matter arising under the agreement; or
- ii) the National Employment Standards.

H20 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

H21 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

H22 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

H23 The Fair Work Commission may deal with the dispute in two stages:

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

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.

H24 While the parties are trying to resolve the dispute using the procedures in Clauses H22 to H23:

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

H25 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

PART I FLEXIBLE WORK ENVIRONMENT AND LEAVE PROVISIONS

FLEXIBLE WORK ENVIRONMENT

HOURS OF WORK

- I1 The hours of work for full-time employees are 150 hours over a four-week settlement period.
- I2 The standard working day shall be regarded as 7 hours 30 minutes which shall be the basis for the calculation of leave entitlements and hourly rates of pay. This includes 9 minutes per day as a quid pro quo for the Christmas Closedown.
- I3 Employees should not work more than 10 hours per day unless specifically directed to do so.
- I4 An employee will not be required to, and must not, work for more than 5 hours without a break of at least 30 minutes, except where the hours worked on that day are 6 hours or less and the employee has requested to work beyond the 5 hour period, and their supervisor has agreed.¹
- I5 Once it has been established that 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.
- I6 Where management decide an individual employee will work standard hours, that is flextime no longer applies, the employee will revert to working 7 hours 30 minutes per day between the hours of 8:30am and 5:00pm.
- I7 Where an employee is absent from duty without approval for more than 28 calendar days, the employee will be considered to have abandoned their employment unless they can prove to the satisfaction of the Secretary that the absence was, in all the circumstances, reasonable. The abandonment will be effective from commencement of the absence. Action will be taken to terminate the employment under the provisions of the Public Service Act.

BANDWIDTH²

- I8 The standard bandwidth is between the hours of 7:00am and 7:00pm, Monday to Friday.

WORK OUTSIDE THE STANDARD BANDWIDTH

- I9 If operational requirements necessitate, an employee may be directed to work reasonable additional hours.
- I10 Where an employee is directed to work additional hours under this clause, he or she will be entitled to an eight hour break, plus reasonable travelling time, before being required to recommence duty.

FLEXTIME

- I11 All staff at APS 6 classification and below may access flextime arrangements under this Agreement. Further information can be found in the CGC Flextime Policy.
- I12 Employees may accrue a maximum of 10 hours flextime debt. The maximum flex credit is 37.5 hours.

¹ This clause does not apply to employees travelling.

² See Part D for eligibility for allowances payable where an employee is directed to work outside the standard bandwidth.

- I13 On termination of employment with, or on transfer or other permanent departure from CGC, an employee with a flextime credit of up to 37.5 hours that cannot be reasonably accessed prior to departure may be paid in their final pay. Any flextime debt may be recovered in accordance with the Accountable Authority Instructions.

EXECUTIVE LEVEL STAFF WORKING ARRANGEMENTS

- I14 Flexible working arrangements for Executive level employees, including time off, may be provided where appropriate. Further information can be found in the CGC TOIL policy.

REGULAR PART-TIME EMPLOYMENT

- I15 Part-time working arrangements may be provided to balance between the demands of work and other responsibilities.
- I16 A part-time employee is one who works a regular number of hours and whose hours of work are less than 150 hours over the four week settlement period. The Secretary will agree with the employee the number of days and number of hours to be worked, under the four-week settlement period. However, a minimum of three hours are to be worked consecutively on any day.
- I17 The Secretary may initiate the introduction, extension or reversion of part-time employment. Employees will not be required to convert from full-time to part-time hours or from part-time to full-time hours, without their agreement.
- I18 The Secretary will agree to reasonable requests for regular part-time work, subject to operational requirements.
- I19 The Secretary and the employee may agree that the employee return to full-time work before the end of any period of an agreed part-time working arrangement.
- I20 Remuneration and other benefits for part-time employees will be calculated on a pro rata basis, apart from expense related allowances for which part-time employees will receive the same amount as full-time employees.
- I21 A part-time employee is entitled to be paid for public holidays where they fall on a day that the part-time employee would normally be at work. Part-time employees cannot substitute work days to accommodate a public holiday if the work pattern of the part-time employee would not normally include the day of the week on which the public holiday falls.

JOB SHARING

- I22 Subject to operational requirements, the Commission will facilitate job sharing whereby two or more employees can share one full-time job and each work part-time on a regular basis.

WORKING AT HOME

- I23 By agreed arrangement with the Secretary, and subject to Commission's Home Based Work Guidelines, an employee may work away from the office on either a regular or temporary ad hoc basis.
- I24 The arrangement may be terminated by either the Secretary or employee, with a minimum notice period of two weeks or such shorter period as may be agreed.
- I25 An employee shall comply with the arrangements set down in the Home Based Work Guidelines, which cover compensation, occupational health and safety, security, liability and access for employees while working away from the office.
- I26 Work to be performed away from the office must be approved by the Secretary who must take account of security aspects and confidentiality considerations.

CHRISTMAS CLOSEDOWN

- I27 The Commission will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day (Christmas Closedown).
- I28 Employees (excluding casual employees) are entitled to be absent with pay for the working days during the Christmas Closedown.
- I29 Payment for absences on working days during the Christmas Closedown will be made in accordance with an employee's usual ordinary hours of work for that day. However, where an employee would otherwise be absent on a prevailing type of leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement, e.g. if the employee is absent on long service leave at half pay, payment for the day will also be at half pay.

FLEXIBLE LEAVE PROVISIONS

- I30 The Secretary may grant an employee leave in accordance with this Section.
- I31 If a leave request is not approved, the applicant will be informed about the reason(s) for non-approval in writing. Approval is subject to operational requirements.

PORTABILITY OF ACCRUED ANNUAL LEAVE AND SICK LEAVE ENTITLEMENTS

- I32 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service, the ACT Government Service, another APS agency, or the Commission, unused accrued Annual Leave and Personal Leave (however described) will be transferred or recognised unless the employee received payment in lieu of those entitlements upon termination of employment.

COMPASSIONATE LEAVE

- I33 In accordance with the Fair Work Act 2009, two days' paid leave will be approved on each occasion that compassionate leave is required. All ongoing and non-ongoing employees may access compassionate leave which is not deducted from personal leave credits. In special circumstances the Secretary may grant an additional day on each occasion. Casual staff are entitled to two days' unpaid leave on each occasion that compassionate leave is required.

ANNUAL LEAVE

- I34 Employees will be credited with 20 days' Annual Leave, (pro-rated for part-time work) expressed in hours, for each full year of service. Leave will accrue daily.

CASH OUT

- I35 The Secretary and an employee may agree to the employee cashing out annual leave provided that:
- i) the remaining balance after the cash out is at least four weeks;
 - ii) each agreement to cash out an amount is a separate written agreement; and
 - iii) the employee is paid the full amount that would have been payable had the employee taken the leave that has been forgone.

PAYMENT ON SEPARATION

- I36 Payment in lieu of unused Annual Leave credits will be made to an employee on separation from the APS where the employee does not wish to utilise those credits prior to separation.
- I37 Where an employee dies, or the Secretary has directed that an employee will be presumed to have died on a particular date, the Secretary may authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment on resignation or

retirement. Long Service Leave credits will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.

- I38 Payment on death of the employee may be made to dependants or the partner of the former employee or the former employee's legal personal representative. If a payment has not been made within 12 months of the former employee's death, it will be paid to the legal personal representative.

LONG SERVICE LEAVE

- I39 The entitlement to Long Service Leave is provided for under the *Long Service Leave (Commonwealth Employees) Act 1976*.
- I40 The minimum period for which long service leave will be granted is seven calendar days at full pay (or 14 days at half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

PURCHASED LEAVE SCHEME

- I41 The Secretary may approve that employees purchase additional leave each year, paid for by averaged fortnightly salary deductions. Further information is available in the CGC Purchased Leave Policy.

DISCRETIONARY LEAVE

- I42 The Secretary may provide discretionary paid or unpaid leave, to count or not to count as service for some or all purposes, with regard to an employee's individual circumstances. Further information can be found in CGC HR Guidelines about Discretionary Leave and Leave Without Pay.

PERSONAL LEAVE

- I43 Subject to clause I30, an employee is entitled to 18 days' paid Personal Leave each calendar year, which will be credited daily.
- I44 Unused Personal Leave will accrue from year to year.
- I45 A non-ongoing employee who is engaged for a specified period will be entitled to 1.5 days' Personal Leave per month of employment. Leave will accrue daily.
- I46 Personal Leave may be taken at full or half-pay for a specified absence, where warranted.
- I47 An employee may take paid personal/carer's leave if the leave is taken:
- i) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (1) a personal illness, or personal injury, affecting the member; or
 - (2) an unexpected emergency affecting the member.
- I48 A manager may require evidence to support Personal Leave applications. Acceptable evidence will be evidence that would satisfy a reasonable person that the leave was taken for a permitted purpose. This would generally be either a medical certificate or a statutory declaration.
- I49 An employee will not be entitled to paid Personal Leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- I50 An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's paid Personal Leave credit has been exhausted, except as otherwise provided by legislation.

WAR SERVICE SICK LEAVE

I51 War Service Sick Leave will be granted for:

- i) war-caused or defence-caused injury as determined by the *Veterans' Entitlements Act 1986*;
- ii) war-caused or defence-caused injury as determined by the *Safety, Rehabilitation and Compensation Act 1988 (SRCA)*; or
- iii) an illness or injury contracted during a period of warlike or non-war like service as declared under the *Veterans' Entitlements Act 1986* or the *Military Rehabilitation and Compensation Act 2004*.

I52 Eligible employees may accrue two separate credits, a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

COMMUNITY SERVICE LEAVE

I53 Leave will be granted for participation in voluntary emergency management duties, including training, emergency service responses, reasonable recovery time and ceremonial duties. The Secretary may grant community service leave with or without pay.

I54 Employees will continue to be paid by the Commission for any period of jury service, but will be required to pay to the Commission any amount of jury service pay received by the employee.

MATERNITY AND PARENTAL LEAVE

I55 Eligible employees are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).

I56 Eligible employees are provided with an additional two weeks of paid leave, to be taken continuously with an entitlement to paid maternity leave provided by the ML Act.

I57 Employees who adopt or permanently foster a child are entitled to up to 52 weeks of parental leave. For primary caregivers, up to 14 weeks of that leave will be paid leave, commencing from the time of placement of the child, provided the employee satisfies the same qualifying requirements as those required of a pregnant employee in accordance with the ML Act.

I58 Employees are entitled to parental leave for adoption or permanent foster care when that child:

- i) is under 16 years of age;
- ii) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
- iii) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.

I59 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or permanent foster carer purposes.

I60 Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half of their normal salary. Where the payment is spread over a longer period, only half of the total weeks of the leave period will count as service.

I61 On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.

- I62 Unpaid maternity or parental leave will not count as service for any purpose, except for unpaid leave taken during the first 12 weeks.
- I63 This leave is inclusive of public holidays and will not be extended because a public holiday (or Christmas Closedown) falls during a period of paid or unpaid maternity or parental leave. On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the Fair Work Act.

SUPPORTING PARTNER/OTHER PRIMARY CAREGIVER LEAVE

- I64 Employees who are not otherwise entitled to paid maternity or parental leave under the ML Act or this agreement are entitled to two weeks of paid leave on the birth, adoption or permanent foster care placement of a child or their partner's child.
- I65 This leave is to be taken within 52 weeks of the birth/placement of the child and is inclusive of public holidays, i.e. leave will not be extended because a public holiday (or Christmas Closedown) falls during a period of leave provided by this clause.
- I66 Documentary evidence, or a birth certificate following the birth of a child must be submitted when applying for supporting partner/other primary caregiver leave.
- I67 This paid leave will count as service for all purposes. Employees may elect to have the payment for that leave spread over a maximum of four weeks at a rate no less than half of their normal salary. Where the payment is spread over a longer period, only half of the total weeks of the leave period will count as service.

LEAVE FOR ADF RESERVE AND CONTINUOUS FULL TIME SERVICE

- I68 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*.

- I69 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.
- i) 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.
 - ii) 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.
 - iii) Employees are not required to pay their tax free ADF Reserve salary to the Commission in any circumstances.
- I70 ADF 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.
- I71 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.

I72 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.

PUBLIC HOLIDAYS

I73 Employees are entitled to public holidays declared by or under the law of a State or Territory to be observed in the locality at which the employee works in accordance with the Fair Work Act. Where the Secretary and an employee agree, another day may be substituted for any public holiday except in circumstances outlined at Clause I21, having regard to operational requirements.

PART J APPENDICES

APPENDIX 1 COMMISSION SALARY RATES

A 3% salary increase will apply upon commencement of the Agreement, a 1.5% salary increase will apply 12 months from commencement and a 1.5% salary increase 24 months from commencement.

			3%	1.5%	1.5%
		Current	On commencement	12 mths post	24 mths post
APS 1	Starting	\$41,542	\$42,788	\$43,430	\$44,082
	Standard #	\$44,426	\$45,759	\$46,445	\$47,142
	High	\$46,524	\$47,920	\$48,639	\$49,368
APS 2	Starting	\$50,274	\$51,782	\$52,559	\$53,347
	Standard #	\$52,729	\$54,311	\$55,126	\$55,952
	High	\$53,771	\$55,384	\$56,215	\$57,058
APS 3	Starting	\$54,631	\$56,270	\$57,114	\$57,971
	Standard #	\$57,144	\$58,858	\$59,741	\$60,637
	High	\$59,056	\$60,828	\$61,740	\$62,666
APS 4	Starting	\$63,257	\$65,155	\$66,132	\$67,124
	Standard #	\$65,120	\$67,074	\$68,080	\$69,101
	High	\$66,122	\$68,106	\$69,127	\$70,164
APS 5	Starting	\$69,666	\$71,756	\$72,832	\$73,925
	Standard #	\$71,587	\$73,735	\$74,841	\$75,963
	High	\$72,887	\$75,074	\$76,200	\$77,343
APS 6	Starting	\$79,169	\$81,544	\$82,767	\$84,009
	Standard #	\$82,088	\$84,551	\$85,819	\$87,106
	High	\$83,550	\$86,057	\$87,347	\$88,658
EL 1	Starting	\$100,446	\$103,459	\$105,011	\$106,586
	Standard #	\$102,957	\$106,046	\$107,636	\$109,251
	High	\$105,599	\$108,767	\$110,398	\$112,054
EL 2	Starting	\$124,324	\$128,054	\$129,975	\$131,924
	Standard #	\$129,359	\$133,240	\$135,238	\$137,267
	High	\$133,542	\$137,548	\$139,611	\$141,706

Salary beyond which progression is subject to a decision by the Remuneration Committee.

APPENDIX 2 COMMISSION SALARY BONUS RATES

		Percentage	Due 1/07/2016	Due 1/07/2017	Due 1/07/2018
APS 1	Starting	0%	0	0	0
	Standard #	1%	\$458	\$464	\$471
	High	3%	\$1,438	\$1,459	\$1,481
APS 2	Starting	0%	0	0	0
	Standard #	1%	\$543	\$551	\$560
	High	3%	\$1,662	\$1,686	\$1,712
APS 3	Starting	0%	0	0	0
	Standard #	1%	\$589	\$597	\$606
	High	3%	\$1,825	\$1,852	\$1,880
APS 4	Starting	0%	0	0	0
	Standard #	1%	\$671	\$681	\$691
	High	3%	\$2,043	\$2,074	\$2,105
APS 5	Starting	0%	0	0	0
	Standard #	1%	\$737	\$748	\$760
	High	3%	\$2,252	\$2,286	\$2,320
APS 6	Starting	0%	0	0	0
	Standard #	2%	\$1,691	\$1,716	\$1,742
	High	4%	\$3,442	\$3,494	\$3,546
EL 1	Starting	0%	0	0	0
	Standard #	2%	\$2,121	\$2,153	\$2,185
	High	4%	\$4,351	\$4,416	\$4,482
EL 2	Starting	0%	0	0	0
	Standard #	2%	\$2,665	\$2,705	\$2,745
	High	4%	\$5,502	\$5,584	\$5,668

Salary beyond which progression is subject to a decision by the Remuneration Committee.

APPENDIX 3 JUNIOR RATES OF PAY

An employee aged under 21 at the APS Level 1 classification is to be paid junior rates of pay as a percentage of the APS Level 1 equivalent adult rate of pay as follows:

- i) Under 18 years 60%;
- ii) At 18 years 70%;
- iii) At 19 years 81%; and
- iv) At 20 years 91%.

APPENDIX 4 SUPPORTED SALARY RATES

- J1 This Appendix defines the conditions that will apply to employees who, because of the effects of a disability, are eligible for a supported wage. In the context of this Appendix, the following definitions will apply:
- J2 ‘Supported Wage System’ (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full salary because of a disability, as documented in the Supported Wage System Handbook published by the Department of Employment.
- J3 ‘Accredited Assessor’ means a person accredited by the Supported Wage Management Unit of the Department of Employment to perform assessments of an individual’s productive capacity within the SWS.
- J4 ‘Disability Support Pension’ means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- J5 ‘Assessment Instrument’ means the form provided for under the SWS that records the assessment of the productive capacity of the person to be employed under the SWS.

Eligibility Criteria

- J6 Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged, because of the effects of a disability on their productive capacity, and who meet the impairment criteria test for a Disability Support Pension.
- J7 This Appendix does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers’ compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.
- J8 Employees who are eligible for a supported salary in accordance with the SWS 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 \$81 per week.

Supported Salary Rate Percentages

Assessed capacity	% of prescribed salary rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- J9 For the purpose of establishing the percentage of the relevant salary rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the SWS and documented in an assessment instrument.

Lodgement of Assessment Instrument

- J10 All assessment instruments under the conditions of this Appendix, including the appropriate percentage of the relevant salary rate to be paid to the employee, shall be lodged by the employer with the Registrar of the Fair Work Commission.
- J11 All assessment instruments shall be agreed to and signed by the parties to the assessment.

Review of Assessment

- J12 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the SWS.

Other Terms and Conditions of Employment

- J13 Where an assessment has been made, the applicable percentage shall apply to the salary rate only. Employees covered by the provisions of this Appendix will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement, paid on a pro rata basis.

Workplace Adjustment

- J14 The CGC shall take all reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.

Trial Period

- J15 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- J16 During that trial period the assessment of capacity shall be undertaken and the proposed salary rate for a continuing employment relationship shall be determined.
- J17 The minimum amount payable to the employee during the trial period shall not be less than that determined by the Fair Work Commission or its successor.
- J18 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment mentioned above.