



Australian Government

Murray-Darling Basin Authority

**Murray–Darling
Basin Authority
Enterprise Agreement
2011-2014**

Effective 24 August 2011

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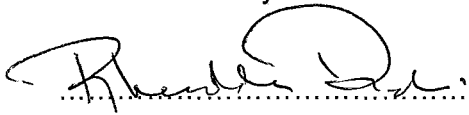
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FORMAL ACCEPTANCE OF THE ENTERPRISE AGREEMENT 2011-2014

By signing below, the parties to this Agreement signify their acceptance of its terms and conditions.

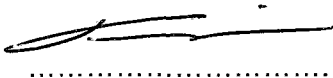
For the Authority:



Rhondda Dickson
Chief Executive

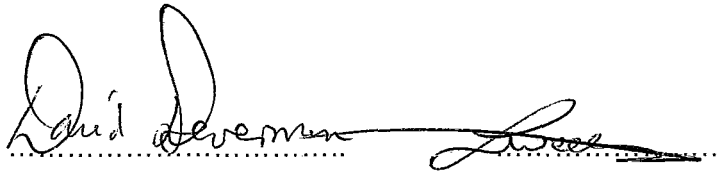
3/8/2011

As bargaining representatives for the management of the Authority:



Frank Nicholas

3/8/2011



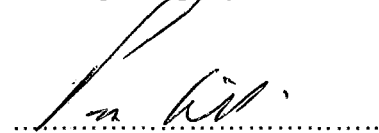
David Dreverman

3/8/2011

Lorraine Welling

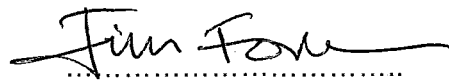
3/8/2011

As bargaining representatives for the employees of the Authority:



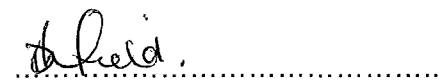
Paul Carlile

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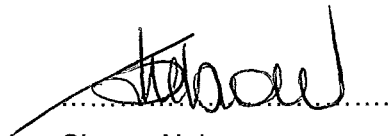
Jim Foreman

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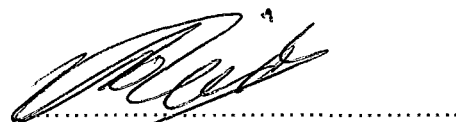
Donna Ironfield

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Sharyn Nelson

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Alison Reid

3/8/2011



Patricia Sharp

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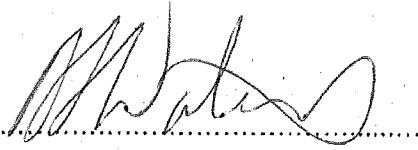


Alice Shields

3/8/2011

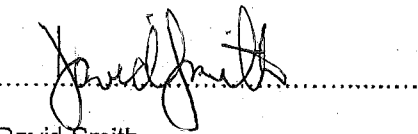
Address for all MDBA representatives above is GPO Box 1801, Canberra ACT 2601.

As bargaining representatives for members of employee organisations:



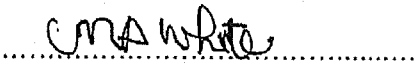
Alistair Walters. ^{WALTERS}
Deputy National President
for the Community and Public Sector Union
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8/8/2011



David Smith
for the Association of Professional
Engineers, Scientists and Managers
Unit 4/7 Napier Close, Deakin ACT 2600

8/8/2011



Michael White for
for the Media, Entertainment and Arts Alliance
PO Box 6065, Kingston ACT 2604

8/8/2011

A. GENERAL MATTERS

1. Title

- 1.1. This Agreement shall be known as the Murray–Darling Basin Authority Enterprise Agreement 2011-2014.

2. Authority

- 2.1. This Agreement is a single enterprise agreement for the purposes of Section 172(2) of the *Fair Work Act 2009*.

3. Purpose

- 3.1. The purpose of this Agreement is to enable all parties to work mutually towards the achievement of the Corporate Plan of the Murray–Darling Basin Authority (the Authority).
- 3.2. This Agreement sets out the terms and conditions of employment of employees who are covered by this Agreement.
- 3.3. The principles underlying this Agreement are:
- a) developing flexible work arrangements to encourage a balance between work and personal responsibilities;
 - b) identifying and developing cost effective and innovative strategies to meet the ongoing and future needs of the Authority in a competitive and global environment, in order to meet best practice objectives;
 - c) maintaining operational flexibility to ensure the delivery of high quality service;
 - d) supporting and encouraging employees' access to learning and development opportunities to enhance their contribution to the Authority in achieving its goals;
 - e) focussing on creating an environment which provides high quality service by ensuring that individuals and teams share a common purpose;
 - f) actively seeking ways to continually improve work practices; and
 - g) ensuring that individuals are treated equitably and fairly.

4. Coverage

- 4.1. The persons covered by this Agreement are:
- a) the Chief Executive of the Authority; and
 - b) the employees of the Authority employed under the *Public Service Act 1999*.
- 4.2. This Agreement sets out the terms and conditions of ongoing and non-ongoing employees of the Authority but does not cover:
- a) substantive Senior Executive Service staff of the Authority; or

- b) persons whose salary is paid by another employer or government agency.

5. Commencement and Duration

- 5.1. This Agreement will commence seven days after the agreement is approved by Fair Work Australia (FWA).
- 5.2. The nominal expiry date of this Agreement is 30 June 2014.

6. Operation

- 6.1. The parties to this Agreement agree that this Agreement is a closed agreement in settlement of all matters for its duration. No party to this Agreement may make any extra claims that would affect the terms and conditions of employment under this Agreement, unless consistent with the terms of this Agreement.
- 6.2. The parties acknowledge that employment is subject to the provisions of legislation (including regulations and instruments made under the Acts) including but not limited to:
- *Administrative Decisions (Judicial Review) Act 1977*
 - *Fair Work Act 2009*
 - *Long Service Leave (Commonwealth Employees) Act 1976*
 - *Long Service Leave Act 1976 (ACT)*
 - *Maternity Leave (Commonwealth Employees) Act 1973*
 - *Occupational Health and Safety Act 1991*
 - *Public Service Act 1999*
 - *Safety, Rehabilitation and Compensation Act 1988*
 - *Superannuation Act 1976*
 - *Superannuation Act 1990*
 - *Superannuation Act 2005*
 - *Superannuation Benefits (Supervisory Mechanisms) Act 1990*
 - *Superannuation (Productivity Benefit) Act 1988*
 - *Superannuation Guarantee (Administration) Act 1992.*
- 6.3. Various employment provisions contained in this Agreement are administered in conjunction with Authority's human resource guidelines, policies and procedures. The guidelines, policies and procedures do not form part of this Agreement and, if there is any conflict, this Agreement will prevail over the guidelines, policies and procedures.

7. Delegations

- 7.1. The Chief Executive may, in writing, delegate or authorise a person to perform any of the Chief Executive's powers or functions under this Agreement and may do so subject to conditions. Details are contained in the Authority's Human Resource Delegations.
- 7.2. Accordingly, this Agreement refers to 'the delegate' rather than the Chief Executive where powers or functions have been delegated.

8. Consultation and Communication

- 8.1. The Authority is committed to consulting with all employees on matters affecting them and their workplace and genuinely seeking their contribution to decision making and providing feedback on that contribution.
- 8.2. Consultation means:
 - a) providing an employee(s), and where he or she chooses, his or her representative(s), with relevant information regarding the change, including the effect the change is likely to have on the employee(s) and measures the Authority is taking to avert or mitigate the adverse effects;
 - b) providing employees with a genuine opportunity to participate in discussions regarding the implications of the change and strategies for assisting employees to achieve best possible outcomes and contribute to the decision making process before a decision is made;
 - c) giving prompt consideration to matters raised by an employee(s) and/or his or her representative(s) in relation to the changes; and
 - d) providing appropriate timely feedback on the final decision.
- 8.3. Where a change potentially affects a single employee only, individual consultation (including consultation with a representative from his or her union or other employee representative as appropriate) will include the provision of relevant information and the opportunity to discuss the proposal with a relevant manager within the area or within the area responsible for implementing the change.
- 8.4. Consultation will not preclude the Authority from making immediate changes necessary for the safety of employees or to implement Government or APS policy or legislative requirements. In these circumstances, the Authority may choose to communicate the change without full consultation and implement strategies to mitigate any adverse effects of the change where appropriate.
- 8.5. Where a major change is proposed which is likely to have a significant effect on employees, consultation will take place in accordance with the Clauses above and the change process as set out in the Authority's *Framework for Managing Change*.
- 8.6. A major change is likely to have a significant effect on employees where the change may result in:
 - a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the Authority's

- workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities, promotion opportunities or job tenure; or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
- 8.7. For the purposes of such consultation, the employees concerned and their representatives, if any, will be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Authority is not required to disclose confidential or commercially sensitive information to the employees.
- 8.8. Communication and consultation will be actively encouraged at all levels, and in all parts, within the Authority. Managers will be expected to lead consultation.
- 8.9. Communication and consultation should be ongoing and take place formally as well as informally.
- 8.10. To facilitate communication, consultation and co-operation with employees on matters affecting the workplace and the operation of this Agreement, the Authority will:
- a) establish an Employee Consultative Committee (ECC);
 - b) maintain direct discussions with employees; and
 - c) provide employees with reasonable time and resources to discuss the matters affecting them.
- 8.11. Where the Authority is seeking to change existing policies, guidelines or procedures, or is seeking to develop new policies, guidelines and procedures referred to in this Agreement, the Chief Executive will consult with the ECC prior to the implementation of the policies, guidelines or procedures. However, where the Authority is seeking to change any current conditions or entitlements included in this Agreement the Chief Executive will consult and reach agreement with the ECC prior to commencing a formal variation process under the *Fair Work Act 2009*.
- 8.12. The ECC will be responsible for advising the Chief Executive on matters arising from the operation of this Agreement. It will consist of:
- a) an elected employee representative from each Division or as varied by agreement with the ECC;
 - b) elected employee organisation representatives; and
 - c) the Chief Executive, or his representative, and two other management representatives.
- 8.13. The ECC will meet four times per year, or more frequently if necessary, and

will provide minutes of its meetings to employees electronically.

- 8.14. To facilitate effective consultation with employees the Authority will provide reasonable paid time for members of committees and sub-committees to participate in consultative forums. Members will also have access to appropriate facilities including IT equipment, notices on the intranet, e-mail, photocopying and telephones to fulfil their duties as members of these committees. The use of such facilities in this capacity must be in accordance with applicable Authority guidelines and the APS Code of Conduct.
- 8.15. The Authority acknowledges that, to fulfil the requirement to give employees genuine choice on whether to join an employee organisation, the Authority will invite, with reasonable notice, representatives of the employee organisations party to this Agreement to address new employees at a session to be held at the end of organised group induction programs. The Authority respects that this would be a matter for the individual and that it, as the employer, is completely neutral about the decision made by the employee.

9. Resolution of Agreement Disputes

- 9.1. The parties to this Agreement recognise that disputes concerning workplace matters may arise.
- 9.2. If a dispute relates to a matter under this Agreement, or the National Employment Standards (NES), the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.
- 9.3. If a resolution to the dispute has not been achieved after discussions have been held in accordance with Clause 9.2, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.
- 9.4. If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with Clauses 9.2 and 9.3, a party to the dispute may refer the matter to FWA.
- 9.5. FWA may deal with the dispute in two stages:
 - a) FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if FWA is unable to resolve the dispute at the first stage, FWA may then:
 - i) arbitrate the dispute; and
 - ii) make a determination that is binding on the parties.

Note: If FWA arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009. A decision that FWA 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.

- 9.6. The Authority or an employee who is party to the dispute may appoint

another person, organisation or association to accompany and/or represent them for the purposes of this clause.

- 9.7. Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the *Fair Work Act 2009*.
- 9.8. While the parties are trying to resolve the dispute using the procedures in this clause:
- a) an employee must continue to perform his or her work as he or she would normally have done prior to the dispute arising unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) an employee must comply with a direction given by the Authority to perform other available work at the same workplace, or at another workplace, unless:
 - i) the work is not safe; or
 - ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii) the work is not appropriate for the employee to perform; or
 - iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 9.9. The parties to the dispute agree to be bound by a decision made by FWA in accordance with this term.

10. Review of Authority Decisions/Actions

- 10.1. The parties to this Agreement agree that, as far as possible, the following mechanism will be used to resolve complaints within the Authority, including applications for Review of Action made under the review provisions of Section 33 of the *Public Service Act 1999*.
- 10.2. The Authority will draw to the attention of employees their rights, under Section 33 of the *Public Service Act 1999*, to request an internal review of decisions/actions that relate to their employment, including where there is disagreement over *the content, application* or interpretation of any internal policies. This includes decisions/actions that are made *under relevant guidelines*, policies and procedures.

Personal Support

- 10.3. An employee may appoint another person, organisation or association to accompany or represent him or her at any stage of the review process. This assistance may include acting as an advocate, and representatives will be dealt with in good faith.

Internal Review

- 10.4. An employee is entitled to request an internal review of certain decisions/actions that relate to their employment under Section 33 of the *Public Service Act 1999* and Part 5 of the *Public Service Regulations 1999*. Other than in exceptional circumstances, which explain the reason for the delay, the request for review must be made within twelve (12) months of the

decision being made or the action occurring.

Preliminary process

- 10.5. An employee is encouraged to discuss any matter affecting him or her with the Chief Executive before lodging an application for review under the Public Service Act 1999 and the Public Service Regulations 1999.

Primary review

- 10.6. An application must be made in writing to the Chief Executive, who will consider whether the primary review is one which should be undertaken within the Authority or referred to the Merit Protection Commissioner (MPC) in accordance with Regulation 5.25 of the *Public Service Regulations 1999*. Under some circumstances an employee may apply directly to the MPC for review of the action.
- 10.7. If the Chief Executive is satisfied that the primary review should be undertaken within the Authority, the Chief Executive will:
- a) appoint a Review Officer to:
 - i) inquire into the matter;
 - ii) if appropriate, seek to resolve the matter by conciliation or mediation;
 - iii) where conciliation or mediation is not successful or appropriate, prepare a written report which includes the findings and recommendation(s) for the *Chief Executive*;
 - b) provide the employee with a copy of the report;
 - c) provide the employee with an opportunity to respond to the report; and
 - d) determine the outcome of the matter having regard to the content of the report and any submission made by the employee in response to the report.
- 10.8. The Authority will be guided by the following in handling any complaints referred to in Clause 10.6 above:
- a) the case will be dealt with as expeditiously as possible;
 - b) the employee making the complaint will be required to specify the outcome(s) sought;
 - c) the employee making the complaint has a right to a fair hearing (i.e. proper consideration of the complaint by an unbiased person);
 - d) where the complaint criticises another Authority employee on a matter relevant to the complaint, that other Authority employee will be given an opportunity to comment if the criticism could result in an adverse finding against that other employee;
 - e) the standard of proof which will apply will be the balance of probabilities;
 - f) if the Chief Executive considers, following preliminary examination of a complaint, that no tangible and equitable outcome is reasonably practicable, the primary review will be concluded on that basis without further investigation; and

- g) confidentiality and privacy will be appropriately observed, noting that information on relevant files may be subject to applications for disclosure under the *Freedom of Information Act 1982*.

Secondary review

- 10.9. Where, after a primary review has been completed within the Authority, a person wishes to pursue the matter further, the employee may, in certain circumstances, apply to the MPC for independent external review of the action. Such applications must be made through the Chief Executive.
- 10.10. Administration of the review of action/decision processes will be in accordance with the Authority's *Probation Policy* and *Review of Workplace Decisions Policy*.

B. WORKPLACE MATTERS

11. Freedom of Association

- 11.1. The parties to this Agreement recognise that employees are free to choose to join or not join an employee organisation. Irrespective of that choice, an employee will not be disadvantaged or discriminated against in respect of his or her employment under this Agreement. An employee who chooses to be a member of an employee organisation has the right to have his or her industrial interests represented by that employee organisation and to participate in lawful employee organisation activities, subject to the terms of this Agreement and relevant industrial legislation.

12. Workplace Delegates and Elected Union Officials

- 12.1. The role of union workplace delegates and other elected union representatives is to be respected and facilitated.
- 12.2. Agencies and union workplace delegates must deal with each other in good faith.
- 12.3. In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:
 - a) the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
 - b) recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
 - c) the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act
 - d) the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;
 - e) the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
 - f) undertaking their role and having union representation on an agency's workplace relations consultative committee;

- g) reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;
 - h) the right to address new employees about union membership at the time they enter employment;
 - i) the right to consultation, and access to relevant information about the workplace and the agency; and
 - j) the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.
- 12.4. In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:
- a) reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
 - b) reasonable access to appropriate training in workplace relations matters including training provided by a union;
 - c) reasonable paid time off to represent union members in the agency at relevant union forums.
- 12.5. In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely affect on the efficient operation of the agency and the provision of services by the Commonwealth.
- 12.6. For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors.
- 12.7. In addition to the Rights of Workplace Delegates and Elected Union Representatives set out above, agencies will consider requests from unions covered by this Agreement for all-staff emails and seek to facilitate those requests where possible, subject to operational requirements.

13. Representation

- 13.1. In any matter arising under this Agreement, an employee may, where he or she so chooses, have a representative (which may be an employee organisation representative) assist or represent him or her, and all relevant persons will deal with any such representative in good faith. This assistance includes acting as an advocate in relation to the employee's entitlements and rights.
- 13.2. An employee who performs a role as a workplace delegate or member of the ECC will be provided with reasonable access to appropriate training in workplace relations matters and support as agreed to perform his or her function and the employer agrees that the representative will not suffer any employment-related detriment as a result of performing the representative function.

14. Values and Culture

- 14.1. Employees agree to perform their duties in compliance with the APS Values and Code of Conduct and in a proper, efficient and effective manner to ensure the Authority's goals are met.
- 14.2. The Authority will make employees aware of and ensure access to the Authority's policies, guidelines and procedures.

15. Breaches of the Code of Conduct

- 15.1. Breaches of the Code of Conduct will be dealt with under the procedures established in accordance with Section 15 of the *Public Service Act 1999*.
- 15.2. The Authority's *Misconduct Policy* provides more information and guidance on how the APS Values and Code of Conduct apply in the day-to-day work of Authority employees.

16. Recruitment and Selection

- 16.1. The recruitment and selection activities of the Authority will be transparent, competitive and merit-based and will be undertaken in accordance with the Authority's *Recruitment and Selection Policy*, the *Public Service Act 1999*, the *Public Service Regulations 1999*, and the *Public Service Commissioner's Directions 1999*.
- 16.2. Where a vacancy is to be filled, excess employees seeking redeployment opportunities from other agencies will be considered for suitability prior to or concurrently with advertising the vacancy or drawing on an existing order of merit.
- 16.3. Details on the administration of the Authority's recruitment and selection procedures are contained in the Authority's Recruitment and Selection Policy.

17. Probation

- 17.1. Engagement of all ongoing and long-term (six months or greater) non-ongoing employees will be subject to a probation period. The probation period is normally three months. However, the delegate may set a shorter or longer period, having regard to the nature and circumstances of employment.
- 17.2. The delegate must advise an employee in advance of his or her engagement:
 - a) that his or her employment is subject to the satisfactory completion of a probationary period;
 - b) the circumstances under which an extension of probation may occur;
 - c) the maximum period of his or her probation; and
 - d) that, where a decision is made to terminate employment during the probation period, there are no provisions under the *Public Service Act 1999* for an APS employee to seek a review of the decision.
- 17.3. A Probation Agreement which sets out job expectations will be put in place within one month of commencement. Ongoing feedback will be provided to

the probationer. At least two weeks prior to the end of the probation period, a report will be prepared by the supervisor to provide an assessment of the employee's conduct and work performance against the Probation Agreement.

- 17.4. After satisfactory completion of the employee's probationary period, the delegate will confirm his or her engagement in writing.
- 17.5. The delegate may extend the original probation period for a further period (normally three months) if it is identified that further performance issues remain unresolved.
- 17.6. Where an employee's performance, attendance or conduct is rated as unsatisfactory during the initial or extended probationary period, the delegate may terminate the employee's employment.
- 17.7. In the event of a decision being made to terminate his or her employment during the probation period, the probationer will be:
 - a) notified in writing of that intention;
 - b) provided with copies of all relevant documents relating to the assessment of his or her performance; and
 - c) be given sufficient time to respond to the delegate's decision before the decision is implemented and the probationary period expires.
- 17.8. Graduates, Cadets and Trainees are subject to separate probation arrangements which extend probation for the period of their respective programs.
- 17.9. Employees on probation are excluded from the redeployment and redundancy provisions of this Agreement and the Authority's *Managing Underperformance Policy*.
- 17.10. Administration of probation processes will be in accordance with the Authority's *Probation Policy* and *Review of Workplace Decisions Policy*.

18. Occupational Health and Safety (OHS)

- 18.1. All parties to this Agreement are committed to the safe operation of all equipment, to safe working practices and to a healthy work environment for all employees in accordance with applicable occupational health and safety obligations.
- 18.2. The Authority will continue to support a safe and healthy workplace environment for all employees. The Authority and employees will fulfil their responsibilities under the *Occupational Health and Safety Act 1991*, as varied from time to time.
- 18.3. All employees will take a proactive approach to minimise OHS risk in the workplace, with managers expected to take a lead role.
- 18.4. OHS will be facilitated by appropriate measures including a *Health and Safety Management Arrangement (HSMA)* and OHS Committee. Dispute settlement procedures will be consistent with this Agreement, subject to Section 24 of the *Occupational Health and Safety Act 1991*.

19. Health and Wellbeing

- 19.1. The Authority encourages employees to achieve a work/life balance with a focus on their physical, mental and social wellbeing.
- 19.2. The Authority will maintain an annual health and wellbeing week aimed at promoting a range of health and wellbeing activities and information for all employees.
- 19.3. In addition to the program, the Authority will provide employees with a \$300 health and wellbeing allowance. The allowance will be payable annually as a lump sum, following receipt of an employee declaration that he or she intends to use the \$300 payment for health and wellbeing purposes. Initial payment of the allowance will be made as soon as practicable after commencement of the Agreement, with subsequent payments being made at the beginning of each financial year.
- 19.4. The allowance will be payable to:
 - a) ongoing employees (including part-time employees), who are employed by the Authority as at 1 July each year; and
 - b) non-ongoing employees (including part-time employees), who have been employed by the Authority for at least six months as at 1 July each year.
- 19.5. Employees who are on LWOP (other than maternity, adoption and fostering leave without pay) for a period of six months or more as at 1 July each year will not be entitled to receive the allowance for that year.

20. Screen-based Work

- 20.1. Where an employee requires spectacles in order to undertake screen-based work, once every two years the Authority will provide for eye sight testing and reimbursement of the cost of prescription lenses (excluding spectacle frames) consistent with the limits in the Authority's *Screen-based Work Policy*.

21. Workplace Diversity

- 21.1. The Authority is committed to embracing the principles of equity and diversity in its daily business. The Authority aims to provide an inclusive work environment by recognising and valuing individual differences, providing a fair, harmonious and safe workplace and offering opportunities for all employees to achieve their full potential.
- 21.2. The Authority will endeavour to take into account the principles of workplace diversity in developing all policies, guidelines and procedures that impact on employees - including working arrangements, organisation structures, performance management, selection and recruitment and career development opportunities.

22. Performance Management.

- 22.1. The performance management scheme in the Authority is known as the *Performance Management and Development Scheme (PMDS)*.
- 22.2. The PMDS seeks to:

- a) act as a mechanism for actively seeking and providing two-way feedback that is constructive, fair and honest;
 - b) promote continual informal communication and feedback;
 - c) link career and salary advancement to individual performance; and
 - d) provide for the setting of individual/team goals that support the strategic objectives of the Authority and for gaining the skills needed to achieve these goals.
- 22.3. Managers should actively manage the performance of their employees and promptly address performance issues as they arise.
- 22.4. All employees who are employed for a period of three months or more must enter into a Performance Management Plan (PMP) in accordance with the PMDS, and consistent with the Authority's *Capability Framework and Work Level Descriptors*.
- 22.5. The PMDS assessment period will be from 1 July to 30 June of the following year. PMPs for the forthcoming year must be agreed by 31 July or as otherwise agreed.
- 22.6. Discussions between an employee and his or her manager regarding performance and development needs will provide the opportunity for two-way feedback between the employee and his or her manager.
- 22.7. In forming a view on an employee's performance, managers will take into account any personal circumstances which may have impacted on the employee's performance.
- 22.8. Where an employee's work responsibilities change, the PMP must be varied in collaboration between the employee and manager to reflect those varied responsibilities.
- 22.9. Formal review of performance against the PMP will be completed at least twice a year. To assist in achieving productivity improvements during the course of this Agreement, each review will be completed by the agreed dates:
- a) 15 December: completion of mid-year review; and
 - b) 30 June: completion of end of year review.
- 22.10. Following completion of the formal bi-annual reviews, each employee will be assessed on his or her performance during the preceding year and assigned a performance rating as per the Authority's PMDS rating scale.
- 22.11. The end of year review is linked to incremental salary advancement in accordance with Clause 66 of this Agreement and the Authority's *PMDS Policy*.
- 22.12. Annual incremental advancement within a salary range, effective from 1 July each year, is subject to the employee maintaining a satisfactory or above (however described in the Authority's PMDS) performance rating during the relevant assessment period.
- 22.13. PMPs will identify the development needs of an employee as agreed with his or her manager. The Authority aims to provide access to development

opportunities consistent with those needs and in accordance with the Authority's *Learning and Development Policy*.

- 22.14. Details on the administration of the PMDS are contained in the Authority's *PMDS Policy*.

23. Workforce Planning

- 23.1. The Authority is committed to ongoing implementation and review of the *Authority Workforce Strategic Plan*.

24. Career Development

- 24.1. Development opportunities are to be identified in PMPs. Such opportunities may include:
- a) identifying the scope of career development on an organisation-wide basis;
 - b) highlighting job opportunities (both on a temporary and permanent basis) as they arise within the Authority;
 - c) encouraging lateral as well as upward career moves, including mentoring, coaching, succession planning and job rotations (where appropriate); and
 - d) supporting applications for extended leave for career break arrangements.

25. Reward and Recognition

- 25.1. The Authority is committed to recognising high performance by individual employees and teams through implementation of its Rewards and Recognition Program.
- 25.2. The Authority will also participate in APS-wide recognition and reward initiatives.

26. Study Assistance

- 26.1. The Authority will provide professional development opportunities and will support employees in undertaking development activities, consistent with the core business and functions of the Authority, and/or as recommended in the context of the employee's PMP.
- 26.2. Employees will take appropriate action to progressively improve their professional and technical skills.
- 26.3. Where an employee undertakes formal studies, relevant to the business needs of the Authority, the delegate may approve study assistance, incorporating paid study leave and/or financial assistance, up to a maximum of:
- a) five hours per week to attend class, tutorials, excursions, or for scheduled residential study courses and approved fieldwork; plus
 - b) an additional five hours per semester/per unit for attendance at examinations; and

- c) \$5,000 per year.
- 26.4. Where an employee has received approval to undertake formal studies prior to the lodgement of the MDBA Enterprise Agreement 2009-2011, he or she will be eligible to receive study assistance, incorporating study leave and/or financial assistance, up to the level previously approved.
- 26.5. Paid leave to attend residential and/or field trips that are not covered by accrued weekly study leave will be considered by the delegate on a case by case basis.
- 26.6. The types of study covered by this assistance include a formal course of study at tertiary or higher education institutions or vocational education courses. The particular subject of study must be of value to the employee's work skills, and/or direct relevance and/or value to the Authority.
- 26.7. Eligibility for study assistance is limited to ongoing and long term non-ongoing employees with at least 12 months service, unless eligibility for study assistance is otherwise approved at the time the employee is engaged in the Authority.
- 26.8. Details on the administration of education assistance, including the financial assistance, are contained in the Authority's *Study Assistance Policy*.

27. Managing Underperformance

- 27.1. Managers and employees are encouraged to have regular communication on performance, with a formal discussion at least twice a year.
- 27.2. Expectations on performance will take into account the Authority's *Capability Framework and Work Level Descriptors*.
- 27.3. Underperformance will be managed in the Authority by addressing and resolving identified underperformance in a timely and efficient manner with the aim of returning an underperforming employee to satisfactory performance.
- 27.4. Underperformance should be identified either through normal feedback between employee and supervisor or through the performance review which forms part of the PMDS process. The communication is to be two-way and focus on strategies to improve performance.
- 27.5. The procedures for managing underperformance do not apply:
 - a) where an employee is in a period of probationary employment; or
 - b) in cases of suspected breaches of the APS Code of Conduct; or
 - c) where a medical practitioner confirms there is a health related reason for the underperformance. In such circumstances, the employee may be referred by the delegate for an independent assessment to determine his or her fitness for continued duty.
- 27.6. The process must allow for procedural fairness by ensuring that an underperforming employee:
 - a) understands the standard of performance that is expected of him or her and how he or she has failed to meet the required standard;

- b) understands how his or her performance will be assessed;
 - c) understands the implications of not achieving the standard; and
 - d) is provided with appropriate support and time to improve performance.
- 27.7. An employee and/or his or her manager may be accompanied by a person of their choice, during any part of an informal or formal underperformance management process.
- 27.8. Written records of discussions with the employee and related documentation regarding work performance will be maintained by the manager and a copy provided to the employee. An employee must be given the opportunity to respond in writing within seven working days at each phase of the managing underperformance process.
- 27.9. Managers who identify underperformance issues will undertake immediate and reasonable informal measures to address the issues with the employee before proceeding to formal underperformance management procedures.
- 27.10. Where informal measures do not result in an acceptable level of improved performance within an agreed period (between four and eight weeks), the manager will notify the delegate, of the intention to implement formal underperformance procedures and request that the employee be issued with a written notification.
- 27.11. Procedures for managing a formal underperformance process are to be undertaken in accordance with the Authority's *Managing Underperformance Policy*.
- 27.12. The delegate will appoint a suitable independent and unbiased person (the assessor) to conduct a fair and impartial assessment of the employee's work performance over an agreed period of time, normally not less than three months.
- 27.13. Where an employee is on approved leave, the assessment period will be deferred during the period of leave, and recommence on the employee's return to work.
- 27.14. 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 delegate. If the delegate agrees with the finding, the employee will be advised and no further action will be taken. If the delegate does not agree with the finding, the employee will be able to ask for a review of an adverse result.
- 27.15. Where an employee has been identified as underperforming in his or her PMDS, any incremental salary advancement will be suspended until the underperformance issues are resolved and the employee achieves satisfactory performance. The date of effect of the increment payable will be the date on which the employee achieves satisfactory performance and payment will not be retrospective.
- 27.16. If the employee does not meet the expected standard of performance at the completion of the formal process period, the delegate will recommend action to resolve the underperformance issue as being any or a combination of the following:
- a) withholding an increment as outlined in Clause 27.15; or

- b) reducing the employee's classification to take effect 28 calendar days after notice; or
- c) transfer of the employee to other duties to take effect seven calendar days after notice; or
- d) terminating employment after four weeks notice - or five weeks for an employee over 45 years of age with at least five years continuous service.

27.17. Where, within a 26 week period following an employee's successful completion of an assessment period, the employee is again identified as failing to meet required performance standards, there will not be a strict requirement to use this formal process. Decisions about process in these circumstances will be made in line with the principles of natural justice, the *Fair Work Act 2009* and legal and administrative precedent.

27.18. Details on the administration of underperformance management are contained in the Authority's *Managing Underperformance Policy*.

28. Employee Assistance Program

28.1. Employees may access the Authority's Employee Assistance Program (EAP) on a self-referral basis, at no cost to themselves. The program offers a confidential, professional counselling service to assist an employee with personal problems or issues affecting his or her work performance or that are causing other problems within the workplace. These services will also be available to immediate family members of employees. Details of the EAP are provided on the Authority's intranet.

29. Domestic Travel

29.1. Travel entitlements (accommodation and meals) are based on the rates adopted by the Authority for use within the Authority from time to time, and are set out in the Authority's *Domestic Travel Entitlements*. Accommodation and meals expenses will be on an actual basis within rates set for each locality.

29.2. The delegate may increase rates on an ongoing basis for particular localities where a business case demonstrates that the rates are insufficient to cover employee costs. The delegate may also vary rates on a trip by trip basis where rates are insufficient to cover an employee's costs for a particular trip.

29.3. The calculation of travel time (for purposes of both travel entitlement and flexible working hours) is calculated as commencing one hour prior to the departure of the flight and one hour after the arrival of the return flight. If travelling by car is approved by the delegate as the most effective means of travel, travel time is based on actual departure time and arrival time back at place of residence.

29.4. Where employees are required to travel on official business involving an overnight stay, they have the option of receiving:

- a) a non-acquittable allowance to cover meals and incidentals costs and using an Authority credit card to cover accommodation costs and; or
- b) a non-acquittable allowance for incidentals and using an Authority credit card to cover accommodation and meals.

- 29.5. Allowances will be paid as per rates adopted by the Authority for use within the Authority and varied from time to time. This payment will be made to the employee via transfer to the employee's nominated bank account and wherever possible will be made prior to the travel being undertaken.
- 29.6. Employees required to be absent from their workplace on official business for a period of not less than ten hours, but not absent overnight, will be entitled to incur costs up to \$50 on meals per trip through use of an Authority credit card or claiming reimbursement of receipted costs.
- 29.7. Employees must acquit actual expenditure against entitlements on completion of travel and in accordance with the Authority's *Official Travel Practical Guide*.
- 29.8. Authority credit cards, when used for travel purposes, must be used strictly in accordance with the Authority's *Chief Executive Instructions*.
- 29.9. Where an employee is provided with meals, other than while he or she is in transit, he or she will not normally be entitled to claim for meals purchased in place of the meals provided.
- 29.10. When an employee stays overnight for business purposes, he or she will be entitled to reasonable travel between his or her temporary place of employment and the place of his or her accommodation at the Authority's expense.
- 29.11. Employees are not entitled to claim spouse accompanied travel.
- 29.12. In organising and approving business travel, managers should be flexible in accommodating the needs of individuals and should take into account family responsibilities, personal circumstances and other relevant factors that may affect the employee's ability to travel. Managers will take into account that there may be occasions where personal circumstances preclude an employee from undertaking travel.
- 29.13. Managers and employees must ensure that due regard is given to occupational health and safety issues and the impact of travel on individual employees. In this regard, approval to travel the night before should be considered where there are practical business considerations.
- 29.14. Where an employee is required to travel frequently, with the approval of the delegate he or she may acquire airline club membership at the Authority's expense. Details of the frequency of travel necessary to acquire club membership at Authority expense are contained in the Authority's *Official Travel Practical Guide*.
- 29.15. Details on the administration of domestic travel are contained in the Authority's *Official Travel Delegate Instruction* and *Official Travel Practical Guide*.

30. Overseas Travel

- 30.1. Where an employee is required to undertake official business overseas, he or she will use an Authority credit card to cover his or her travel related expenses.
- 30.2. International travel will be at business class wherever available for international flights.

- 30.3. Meal entitlements are based on rates adopted by the Authority from time to time.
- 30.4. Accommodation entitlements are based on reasonable expenses as approved by the delegate, for each trip.
- 30.5. Meals and accommodation expenses are on an actual basis.
- 30.6. Conditions relating to overseas travel are contained in the Authority's *Official Travel Chief Executive Instructions* and *Practical Travel Guide*.

31. Reasonable Additional Costs

- 31.1. Where an employee is required, due to exceptional circumstances and/or at short notice to work and/or travel outside of their regular pattern of work the Authority will, subject wherever possible to prior approval being obtained, meet reasonable additional personal costs arising from such work or travel subject to delegate's approval.

32. Relocation Assistance

- 32.1. Employees who relocate from one locality to another as a result of:
 - a) engagement on an ongoing basis or for a specified term of 12 months or more; or
 - b) promotion; or
 - c) reassignment of duties

and where the relocation is determined by the delegate to be in the interest of the Authority, will be eligible to have relocation costs paid by the Authority.

- 32.2. The delegate may approve payment of the following components of relocation costs, where applicable:
 - a) pre-transfer visit to arrange accommodation where this will assist a cost-effective transfer;
 - b) reasonable transport costs for the employee and his or her dependants for travel to the transfer locality;
 - c) reasonable removal and storage costs of household furniture and effects, vehicles and domestic pets (not livestock) of the employee and his or her dependants;
 - d) reasonable settling-out costs at the pre-transfer locality, for up to seven days, if the employee is required to vacate their home or have their furniture removed;
 - e) reasonable settling-in costs at the transfer locality, for up to three weeks, if long-term temporary or permanent accommodation is not immediately available at the transfer locality (this period may be extended by the delegate in exceptional circumstances); and
 - f) other reasonable expenses associated with relocation where applicable.

- 32.3. Where an employee is required to perform duty interstate for a period of 21

days or longer, the employee and the delegate will negotiate an agreed package of assistance to meet the additional costs incurred, which will include:

- a) coverage of reasonable meal and accommodation expenses; and
- b) one-off taxable payments of:
 - i) \$500 for disturbance; and
 - ii) \$150 in respect of each dependent child.

32.4. Where an existing employee is required for work reasons to relocate his or her place of employment on a permanent basis, the delegate will approve:

- a) reimbursement of reasonable removal costs;
- b) payment of reasonable temporary accommodation costs; and
- c) reimbursement of costs associated with the sale and purchase of the employee's primary residence.

32.5. Where an employee resigns before completing 12 months service following relocation, the delegate may require a pro-rata refund of the costs of relocation incurred upon engagement.

32.6. The delegate may approve any other reasonable expenses associated with relocation where applicable.

32.7. Details on the administration of relocation assistance are contained in the Authority's *Relocation Assistance Policy*.

33. Individual Flexibility Arrangements

33.1. The Chief Executive and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the arrangement deals with one or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) remuneration; and/or
 - vi) leave; and
- b) the arrangement meets the genuine needs of the Authority and employee in relation to one or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the delegate and employee.

33.2. The delegate must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

- b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 33.3. The delegate must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the delegate and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 33.4. The delegate must give the employee a copy of the individual flexibility arrangement within 14 days after its agreement.
- 33.5. The delegate or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the delegate and employee agree in writing, at any time.

C. HOURS OF WORK

34. Ordinary Hours of Work

- 34.1. The ordinary hours of work per week for a full-time employee are 37.5 hours which are to be performed on the basis of 7 hours and 30 minutes per day, Monday to Friday.
- 34.2. The bandwidth during which employees may work is 7:00 am to 7:00 pm Monday to Friday. This bandwidth may be varied by agreement between the delegate and an employee to assist in meeting the employee's work/life balance needs or operational requirements of the Authority. Where such a variation is agreed, the hours worked outside the standard bandwidth will be considered 'ordinary hours' and will not attract overtime rates.
- 34.3. The standard hours of work are 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm, Monday to Friday. For part-time employees, standard hours will be those specified in each individual part-time work agreement.
- 34.4. Managers and employees are required to come to a mutual arrangement on an agreed pattern of work. Factors influencing this agreement will

include:

- a) the bandwidth outlined in Clause 34.2;
- b) the work/life balance requirements of the employee;
- c) ensuring that a sufficient number of employees to meet both safety and operational requirements are at work;
- d) meeting client needs during normal business hours; and
- e) the availability of work.

- 34.5. Where a manager and an employee cannot agree on a pattern of work, standard hours as per Clause 34.3 will be the default until a pattern of work is agreed. The parties should work together to settle a pattern of work within 10 working days.
- 34.6. A manager may direct an employee to work standard hours where:
- a) the manager considers that the employee's attendance is unsatisfactory; or
 - b) the manager considers the employee is misusing flexible working hours; or
 - c) where essential operational requirements and the availability of work necessitates temporary reversion to standard hours.
- 34.7. A manager may not revert an employee to standard hours indefinitely, and is required to review the circumstances around the reversion within 30 working days.
- 34.8. A manager may request an employee to be available to meet any reasonable requests to work outside his or her agreed pattern of work in order to meet specific operational requirements, taking into account occupational health and safety issues, the employee's work/life balance, personal circumstances and family responsibilities, including caring responsibilities and any other relevant matters.
- 34.9. An employee may refuse a request to work outside his or her agreed pattern of work if the request is unreasonable.
- 34.10. Employees should not work more than five continuous hours without taking a break of at least thirty minutes.
- 34.11. An employee at or below the APS 6 level must record his or her attendance on a timesheet and the attendance must be approved by his or her manager.
- 34.12. Details on Ordinary Hours of Work are contained in the Authority's *Flexible Working Hours Policy*.

35. Flexible Working Hours

- 35.1. Employees, including part-time employees, at or below the APS 6 level will have access to flexible hours (flex time) provisions.
- 35.2. If a request for access to flex time provisions is refused, the manager must

advise his or her line manager and the employee of the justification for the refusal, in writing.

- 35.3. Redemption of flex credits is limited to two consecutive days within a pay period unless otherwise approved by the employee's manager.
- 35.4. The flex time settlement period is four weeks.
- 35.5. The maximum flex time credit that can be accumulated and carried over into the next settlement period is 37.5 hours. In special circumstances, managers may approve the carry-over of a higher amount, which must be used in the following settlement period. However, the parties are responsible for identifying periods where credits can be used.
- 35.6. The maximum flex time debit that can be accumulated and carried over into the next settlement period is 15 hours. In special circumstances, managers may approve the carry-over of a higher amount. Any amount in excess of a 22.5 hour debit may, following consent from the employee, be recovered as a deduction from the employee's salary. However, the parties are responsible for identifying periods where the debit can be cleared.
- 35.7. Flex time credit and debit limits apply on a pro-rata basis for part-time employees.
- 35.8. Where an employee undertakes travel, recorded hours of duty will include one hour prior to the departure of the flight and one hour after the arrival of the return flight. In addition, recorded hours of duty during travel should take account of all time which can be reasonably attributed to official duties.
- 35.9. Use of flex time credit/debits is subject to operational requirements, but will not unreasonably be refused. Should a request be refused the parties will negotiate a suitable alternative time.
- 35.10. On ceasing employment with the Authority, a flex time credit will not be paid out but a flex time debit will be treated as leave without pay and deducted, following consent from the employee, from the employee's final fortnightly salary.
- 35.11. Details on the administration of flex time provisions are contained in the Authority's *Flexible Working Hours Policy*.

36. Executive Level Employees - Flexibility in Hours of Work

- 36.1. The Authority acknowledges that the achievement of organisational outcomes may require Executive Level employees on occasions to work hours over and above ordinary hours of work.
- 36.2. The Authority will take account of any risk to an employee's health, wellbeing and safety and his or her personal circumstances, including family responsibilities, with respect to Clause 36.1.
- 36.3. Executive Level employees are able to work flexible hours. This means that variations in attendance times and short-term absences including full days may be agreed without the need to access leave.
- 36.4. Where an Executive Level employee undertakes significant additional productive effort which involves working in excess of ordinary hours for any extended period of time (including travel), the manager and employee are required to jointly agree on arrangements for reasonable time off to

recognise the additional effort. Reasonable time off for Executive Level employees is not on an hour for hour basis, but these arrangements are intended to provide Executive Level employees with fair and reasonable access to time off.

- 36.5. An Executive Level employee and his or her manager are required to work together to manage workloads and working hours. The arrangements in relation to flexible hours will be designed and mutually agreed by the manager and Executive Level employee taking account of the need to balance the achievement of organisational outcomes and individuals' personal commitments.
- 36.6. The Authority does not endorse working arrangements that require Executive Level employees to work excessive hours over significant periods. Clause 34 describes ordinary hours of work. Guidance on reasonable hours is provided in the Glossary. An Executive Level employee should not normally work 10 hours or more per day. Where situations in relation to excessive hours, including travel, do arise, the manager and individual will work together to address the circumstances leading to excessive working hours.
- 36.7. Details on the administration of flexible working hours provisions for Executive Level employees are contained in the Authority's *Flexible Working Hours Policy*.

37. Part-time Employment and flexible working arrangements for parents

- 37.1. This Clause does not apply to an employee specifically engaged by the Authority as an ongoing part-time (permanent part-time) employee.
- 37.2. Employment on a part-time basis is when approved ordinary hours of work are less than 37.5 hours per week. An employee may enter into regular part-time working arrangements with the written agreement of the delegate.
- 37.3. An employee may request to enter into a regular part-time working arrangement. The request must be in writing and set out the details of the proposed change work hours and the reasons for the request.
- 37.4. The delegate will consider, on a case by case basis, the personal reasons presented by the employee in support of the request, the employee's individual performance, and the Authority's operational requirements. The delegate will respond in writing to the request within 21 days and will only refuse the request on reasonable business grounds.
- 37.5. Where a request to enter into a regular part-time working arrangement is refused, the delegate will provide the employee with reasons for the refusal in writing.
- 37.6. The delegate will approve all requests for part-time work from employees who assume carer responsibilities for an immediate family member or a member of the employee's household, other than where the request relates to Clause 37.12, for two years from assuming those responsibilities. This may include caring for elderly family members.
- 37.7. Remuneration, annual leave and PCS leave for part-time employees will be calculated on a pro-rata basis. Entitlements of a reimbursement nature will apply as if the employee is a full-time employee.
- 37.8. Under normal part-time work arrangements, an employee will revert to full-

time work at the end of the agreed period unless a renewal of part-time employment is approved.

- 37.9. The delegate will approve a request, in writing, to revert to full-time work, where a full-time employee has entered into a part-time working arrangement and wishes to revert to full-time work before the end of the agreed approved.
- 37.10. Details on the administration of part-time employment are contained in the Authority's *Working Hours Policy*.

Flexible Arrangements for Parents

- 37.11. An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request, in accordance with Clause 37.3, flexible working arrangements, including part-time hours.
- 37.12. The delegate will approve all requests for part-time work from employees returning from maternity, parental, adoption or fostering leave in the first two years from the date of the birth of the employee's child or two years from the placement of the child in relation to adoption or fostering.
- 37.13. A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:
- a) is a long term casual employee immediately before making the request; and
 - b) has reasonable expectation of continuing employment on a regular and systematic basis.

Note: 'long term casual employee' is defined at s.12 of the Fair Work Act 2009

38. Job Sharing

- 38.1. Subject to the written agreement of the delegate, an employee may enter into a job sharing arrangement.
- 38.2. Where employees submit a request to enter into a job sharing arrangement, the delegate will have regard to the personal reasons presented by the employees in support of the requests and the Authority's operational requirements. Unless there are particular operational circumstances, the delegate will view the request favourably.
- 38.3. Remuneration, annual leave and PCS leave for employees in job share arrangements will be calculated on a pro-rata basis based on the hours worked by each employee. Entitlements of a reimbursement nature will apply as if the employee is a full-time employee.
- 38.4. Under normal job sharing arrangements, employees will revert to full-time work at the end of the agreed period unless a renewal of the arrangement is approved prior to the completion of the agreed period.
- 38.5. The delegate will approve a request, in writing, to revert to full-time work, where the employees wish to revert to full-time work before the end of the agreed period.

- 38.6. Details on the administration of job sharing are contained in the Authority's *Working Hours Policy*.

39. Home-based Work Arrangements

- 39.1. The delegate may approve a home-based work arrangement subject to:
- a) maintaining or improving the effective delivery of the employee's duties;
 - b) the nature of the employee's work, particularly current priorities and the appropriateness for home-based work;
 - c) other aspects of the employee's role, particularly any supervisor responsibilities being manageable;
 - d) the suitability of the home work environment in terms of the employee's health and safety, and security; and
 - e) establishment of clear arrangements for interaction, reporting and supervision.
- 39.2. Home-based work arrangements may be agreed as either a temporary or on-going arrangement, subject to review on a twelve month basis at a minimum.
- 39.3. A formal agreement between the Authority and the employee must be completed prior to a home-based work arrangement commencing. The agreement must comply with requirements of the Authority's *Home-Based Work Policy*.
- 39.4. Temporary home-based work arrangements may be appropriate during an emergency or at times when the Authority office cannot be occupied.
- 39.5. Where a formal agreement between the Authority and an employee has been made, the Authority will meet the reasonable cost of supplying and maintaining equipment and materials necessary for the employee to work safely at home.
- 39.6. Details on home-based work arrangements are contained in the Authority's *Home-Based Work Policy*.

D. LEAVE

40. Working Arrangements

- 40.1. For the purposes of calculating leave entitlements and hourly rates of pay, the ordinary hours of work for a full-time employee are 7 hours 30 minutes. For the purposes of managing leave, part-day absences will reflect the actual time absent from the workplace. Full day absences will be deducted at a daily rate of 7 hours 30 minutes (pro rata for part time employees).
- 40.2. If any public holiday occurs during any paid personal circumstance and support or annual leave, the period of the public holiday is additional to any other leave entitlement and will not be deducted from the employee's leave credit.
- 40.3. Applications for leave will be considered against operational requirements. In the interests of operating efficiency, employees, should, if possible, give

one month's notice of intention to take periods of extended leave.

- 40.4. Any absence from the workplace must be approved by the delegate or otherwise authorised or permitted in accordance with the leave arrangements applying in this Agreement.
- 40.5. An employee who, without prior approval of the delegate, is not able to report for work, shall notify his or her manager prior to 9:30 am on the day of the absence unless it is not practicable to do so.
- 40.6. When an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, such as flex time, will cease to be available until he or she resumes duty or leave is authorised. Where flex time no longer applies, his or her employment will revert to standard hours as specified in Clause 34.3. An employee must be given a reasonable opportunity to explain the absence.
- 40.7. Unauthorised absence from duty does not count as service for any purpose and no leave will accrue during such absence.
- 40.8. In circumstances where an employee is on approved paid leave (long service leave, annual leave, purchased leave or flex time) and produces satisfactory medical evidence that he or she was medically unfit for duty for one day or more, the corresponding period of paid leave will be recredited to the employee's leave balance.
- 40.9. Where a formal leave application is refused, the delegate will provide the employee with written justification for the refusal.
- 40.10. In accordance with the National Employment Standards, an employee engaged on a long term irregular and intermittent basis with 12 months continuous service, who, but for the birth or placement of the child has a reasonable expectation of continuing employment with the Authority, will be entitled to unpaid maternity, adoption and parental leave in accordance with Subdivision A and B of Division 5 of Chapter 2 of the *Fair Work Act 2009*.
- 40.11. An employee engaged on a long term irregular and intermittent basis with 12 months continuous service, who, but for the placement of the child has a reasonable expectation of continuing employment with the Authority, will be entitled to unpaid fostering leave on the same terms as unpaid parental leave under *Fair Work Act 2009*.
- 40.12. Periods of paid leave under maternity, adoption or fostering leave provisions will not be extended by Public Holidays.
- 40.13. In circumstances where an employee has an extended period of approved leave (i.e. more than 26 weeks), excluding maternity, adoption, fostering and parental leave, the delegate must inform the employee at the time of approving the leave, that the employee's position may be filled on an ongoing or non-ongoing basis. The employee's manager will consult with the employee on their return from such leave regarding his or her placement in an available position as soon as practicable, with the nature of duties and level of responsibility commensurate with the position held immediately prior to commencing leave.

41. Annual Leave

- 41.1. Employees will progressively accrue 150 hours (twenty working days) annual leave (pro-rata for part-time employees) for each full year worked.

- 41.2. The approval of annual leave will be dependent upon the operational requirements of the Authority, however approval will not be unreasonably withheld.
- 41.3. If a full time employee accrues more than 40 days leave (or pro-rata for part time employees) the employee and his or her manager will take joint responsibility for ensuring that the accrued annual leave is reduced. They must work together to develop a annual leave usage plan to reduce the leave to ensure the employee's accrued leave will not exceed a maximum of 40 days unless otherwise agreed in the usage plan.
- 41.4. If discussions between the employee and his or her manager do not result in a reduction of the accrued leave the delegate may direct the employee to take one quarter of his or her leave balance subject to one calendar month's notice. Employees may not be directed to take a payment in lieu of accrued leave. Before making a direction to take leave, the delegate must:
- a) consider the leave plans agreed to by the employee and the employee's supervisor under Clause 41.3; and
 - b) be satisfied that the employee has had genuine and reasonable opportunities to take leave at times mutually convenient to him or her and the Authority.
- 41.5. The employee may apply to take additional annual leave at this time and the application will be considered favourably.
- 41.6. Annual leave may be taken at half pay. Leave taken at half pay, in excess of 30 calendar days, will receive credit for service purposes and accrue leave at the rate of 50 percent.
- 41.7. An employee who has used his or her existing annual leave credits or does not yet have a credit may, with the agreement of the delegate, anticipate up to one week of his or her next leave credit.

Cashing out annual leave

- 41.8. Subject to written agreement by the delegate, an employee may 'cash out' up to two weeks annual leave (or pro-rata for part time employees) each calendar year, provided that the employee's remaining accrued entitlement to paid annual leave will not be less than four weeks.
- 41.9. An employee who is approved to cash out a portion of his or her annual leave will have that period of leave deducted from his or her entitlements and will receive a taxable lump sum payment equivalent to the employee's base rate of pay that he or she would have otherwise received for that period of leave.
- 41.10. An employee's ability to 'cash out' a portion of his or her annual leave is subject to the employee having 12 months continuous employment with the Authority and having taken a minimum of two weeks (10 days) annual leave during the previous 12 month period.

Purchasing additional annual leave

- 41.11. Subject to agreement by the delegate, an employee may purchase up to eight weeks additional annual leave per year. Approval of purchased leave will be dependent upon the operational requirements of the workplace.

- 41.12. In general, leave may be purchased in five day blocks. A single day may be purchased on one occasion per year in association with an employee using a five day block of annual leave.
- 41.13. The amount of leave purchased will be paid via a corresponding reduction in fortnightly pay over a period of no more than one year.
- 41.14. Purchased leave must be taken at a time agreed by the employee and the delegate.
- 41.15. Purchased leave taken, up to 30 calendar days per calendar year, will count as service and leave credits accrue accordingly. Days taken in excess of 30 calendar days will not count as service and no leave credits will accrue, but will not break continuity of service.
- 41.16. Purchased leave that remains untaken 12 months from the date of purchase (ie. first repayment instalment) will be cancelled and the value repaid to the employee. If an employee leaves the Authority, he or she will be entitled to a refund of any unused purchased leave.
- 41.17. Details on the administration of annual leave are contained in the Authority's *Leave Policy*.

42. Deferred Salary Scheme

- 42.1. The Deferred Salary Scheme provides for a flexible arrangement consisting of a four year work period followed by a one year period of leave. This leave will be based on an employee deferring part of his or her salary over a four year period and receiving the deferred salary in the fifth year while on leave.

43. Christmas/New Year Attendance

- 43.1. Employees will not be required to attend the Authority workplace during the period from 25 December until the first working day following 1 January on those days which are not public holidays. There will be no requirement to take annual leave or use flex credits during this period.
- 43.2. In cases where any employee is required, by his or her manager, to work during the working days between Christmas and New Year's Day, he or she is to be given at least seven days notice of such a requirement. The employee will be paid at Sunday overtime rates and the minimum payment will be four hours.
- 43.3. Any employee who is required to work during any part of the working days between Christmas and New Year's Day may elect to take time off in lieu, rather than receive an overtime payment. The time off in lieu must be taken within four weeks of the time worked. The amount of time off equals:
 - a) ordinary hours at double time for the time worked if more than seven days notice was given; or
 - b) one day for each day on which time was worked during the employee's ordinary hours, at double time, regardless of the amount of time actually worked if less than seven days notice was given.
- 43.4. Any employee who is on call during the period from 25 December until the first working day following 1 January will be paid an out of hours restriction allowance as outlined in Clause 69.

- 43.5. In accordance with Clause 68.4, the delegate may, in certain circumstances, approve the payment of overtime or time off in lieu to Executive Level employees.

44. Personal Circumstance and Support Leave (PCS)

- 44.1. On engagement with the Authority, full time employees are entitled to an opening PCS credit of 18 days (pro-rata for part-time employees). Subsequent PCS leave credits of 18 days (pro-rata for part-time employees) will be provided on each anniversary of commencement.
- 44.2. Employees are entitled to access paid PCS leave for a variety of personal circumstances which may arise and which require the employee to be absent from the workplace including:
- a) personal injury or illness;
 - b) caring for the employee's immediate family or a member of the employee's household who is ill, injured or have an ongoing medical condition;
 - c) preventative health checks;
 - d) meeting family responsibilities of an emergency, short-term and unscheduled nature;
 - e) significant damage or risk to home or contents; or
 - f) moving house.
- 44.3. Reasonable and legitimate requests for PCS leave will be approved by the delegate. In relation to circumstances covered under 44.2.a) and 44.2.b), when giving approval, the delegate will require the employee to provide a medical certificate or other relevant supporting evidence where more than three consecutive days have been taken (refer to Glossary for description of 'medical certificate and other supporting material').
- 44.4. In circumstances covered under 44.2.a) and 44.2.b) the delegate may require a medical certificate or other relevant supporting evidence where an employee has taken more than five days PCS leave in a 12 month period without a medical certificate or other supporting evidence.
- 44.5. The delegate will approve a request for up to two days unpaid PCS leave for each occasion where the employee is required to be absent from the workplace because of:
- a) personal injury or illness;
 - b) caring for an immediate family member or a member of the employee's household who is ill, injured or has an ongoing medical condition; or
 - c) meeting family responsibilities of an emergency, short-term and unscheduled nature.
- 44.6. The delegate may approve a request for unpaid PCS leave for a variety of personal circumstances where PCS leave has been exhausted.
- 44.7. The delegate will require an employee to be absent due to any illness where a medical certificate stating the employee is unfit for duty has been

provided. Managers should encourage employees who are ill to remain at home.

- 44.8. In special circumstances, the delegate may authorise PCS leave in advance of it accruing to an employee. In such cases PCS leave will be debited at the relevant full pay rate and will be repaid from debiting future entitlements or from final payment, following consent from the employee.
- 44.9. Where a continuous period of PCS leave exceeds four weeks, the Authority may require an employee to undergo an examination by an independent medical practitioner to determine the employee's fitness for continued duty or may require the employee to provide other appropriate evidence of his or her illness or injury.
- 44.10. The delegate has discretion to grant additional PCS leave in exceptional circumstances where an employee (or immediate family member) is suffering from a certified illness or injury.
- 44.11. The delegate may, at the request of an employee, authorise the conversion of PCS leave to PCS leave on half pay for a specified period.
- 44.12. Unused PCS leave will accumulate, but will not be paid out on an employee's termination of employment.
- 44.13. Details on the administration of PCS leave are contained in the Authority's *Leave Policy*.

45. Return to Work Assistance

- 45.1. The Authority will assist an employee to return to work where the employee has been absent from the workplace for an extended period of time due to illness or for extenuating personal circumstances.

46. Compassionate Leave

- 46.1. Compassionate leave is available:
 - a) for the purposes of spending time with an immediate family member who has contracted a personal illness or sustained a personal injury that poses a serious threat to life (three days per occasion subject to delegate approval); or
 - b) after the death of an immediate family member (three days per occasion subject to delegate approval).
- 46.2. The three day compassionate leave entitlement may be taken as a single continuous period, as separate days, or in separate periods as agreed by the delegate.
- 46.3. The delegate may approve leave in exceptional circumstances where leave is sought in relation to a person outside of 'immediate family' (refer to the Glossary for definition of 'immediate family').
- 46.4. In accordance with the National Employment Standards, a casual employee will be entitled to unpaid compassionate leave in accordance with Subdivision C of Division 7 of Chapter 2 of the *Fair Work Act 2009*.

47. Portability of Leave

- 47.1. Where an employee moves (including on promotion or for an agreed period) to the Authority from another agency where he or she was an ongoing APS employee, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised by the Authority, provided there is no break in continuity of service.
- 47.2. Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised by the Authority.
- 47.3. Where an employee is engaged as a non-ongoing APS employee immediately following a period of non-ongoing employment in the APS, Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carers leave (however described) may be recognised by the Authority.
- 47.4. For the purposes of this clause:
- a) 'APS employee' has the same meaning as in the *Public Service Act 1999*; and
 - b) 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.
- 47.5. The delegate has the discretion to recognise the transfer of unused personal leave from State or Territory Government agencies, provided there has been no break in service.
- 47.6. Clauses 47.1 and 47.2 do not apply where the employee received redundancy payments from his or her previous employer.

48. Recognition of prior service for leave purposes

- 48.1. Provisions for the recognition of prior service for long service leave purposes are set out in the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 48.2. For the purposes of recognition of prior service for long service leave, where an employee has a break in service of:
- a) 12 months or more for employees covered under the *Long Service Leave (Commonwealth Employees) Act 1976*; or
 - b) two months or more for employees who transitioned from the former Murray–Darling Basin Commission and who are covered under the *Long Service Leave Act 1976 (ACT)*,
- then service prior to the break will not be recognised.
- 48.3. This Agreement provides that, where an employee who was previously employed by a State or Territory Government, he or she is entitled to have his or her period of service recognised for the purposes of eligibility for maternity leave, adoption, fostering and parental leave in accordance with Clause 52.9.

49. Leave for ADF Reserve and Continuous Service or Cadet Leave Force Obligations

- 49.1. 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.
- 49.2. 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.
- 49.3. 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.
- 49.4. 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.
- 49.5. Employees are not required to pay their ADF Reserve salary to the Authority in any circumstances.
- 49.6. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 49.7. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.
- 49.8. Eligible employees may also apply for annual leave, long service leave or leave without pay or they may use flex time or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 49.9. 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.
- 49.10. Details on the administration of the leave are contained in the Authority's *Leave Policy*.

50. Community and Emergency Service Leave

- 50.1. An employee who is a member of a recognised emergency management body and undertakes voluntary emergency management activity duties will be provided with paid leave, including travelling and recovery time, for this purpose (refer to Glossary for relevant definitions as set out in the *Fair Work Act 2009*).
- 50.2. An employee who is a member of a recognised emergency management body and is required to undertake training and ceremonial duties will be provided with unpaid leave, including travelling time, for this purpose.
- 50.3. In exceptional circumstances, the delegate may approve paid or unpaid leave where the employee seeks to undertake community service duties in circumstances where there is no recognised emergency management body.

- 50.4. Details on the administration of the leave are contained in the Authority's *Leave Policy*.

51. Jury and Crown Witness Leave

- 51.1. An employee required to attend court as a Crown Witness or to undertake jury service will be provided with additional paid leave for this purpose.
- 51.2. Any fees paid to employees undertaking jury service during normal working hours will be deducted from payments for leave for the period.
- 51.3. Details on the administration of the leave are contained in the Authority's *Leave Policy*.

52. Maternity Leave

- 52.1. An employee who gives birth is entitled to be absent for 52 weeks on maternity leave as provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 52.2. An eligible employee is entitled to extend this period up to a maximum of one hundred and thirty (130) weeks leave of absence (including the period of mandatory absence, any period of paid or unpaid leave and public holidays). An employee who is absent on maternity leave without pay or on a period of mandatory maternity leave will not be entitled to access the parental leave provisions.
- 52.3. An employee who is entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* is also entitled to an additional four weeks of paid maternity leave to be taken immediately following the first 12 weeks of maternity leave.
- 52.4. To be eligible to receive paid maternity leave, an employee must have 12 months of recognised continuous service, as defined under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 52.5. An eligible non-ongoing employee on maternity leave may access maternity leave arrangements until her contract of employment expires, or the maternity leave ceases, whichever occurs first.
- 52.6. Periods of paid leave during maternity leave will count as service for all purposes. Periods of unpaid maternity leave will not count as service for any purpose (leave credits will not accrue), but do not break the employee's continuity of service.
- 52.7. To provide for more flexible administration of maternity leave, an eligible employee may convert the 16 weeks of full pay to 32 weeks half pay. A maximum of 16 weeks will count as service for all purposes.
- 52.8. The mandatory period of absence, as defined under the *Maternity Leave (Commonwealth Employees) Act 1973*, will apply except where an employee provides the delegate with a certificate given by a medical practitioner certifying that, in the opinion of the medical practitioner, the employee will continue to be fit for duty until a specified date. The delegate may give the employee permission, in writing, to continue to perform duty until and including that date.
- 52.9. An employee previously employed by a State or Territory Government who is eligible for paid maternity leave in accordance with Clause 48.3 will

receive identical conditions to those set out above.

- 52.10. Details on the administration of the leave are contained in the Authority's *Leave Policy*.

53. Parental Leave

- 53.1. An employee who is not the primary care giver to a dependent child is entitled to six weeks paid parental leave following the birth, adoption or fostering of the dependent child.
- 53.2. In addition to the six weeks of paid leave, the employee is entitled to up to 46 weeks of unpaid leave.
- 53.3. Parental leave must be taken within 18 months of the birth, adoption or fostering of the dependent child.
- 53.4. Periods of paid leave may be taken on an ad hoc basis as negotiated with the delegate.¹
- 53.5. In accordance with the National Employment Standards, an employee may request with four weeks notice, an additional 52 weeks unpaid parental leave in accordance with Division 5 of Part 2-2 of Chapter 2 of the *Fair Work Act 2009*.²
- 53.6. An employee who is accessing maternity leave is not eligible for parental leave.
- 53.7. Unpaid parental leave does not count as service for any purpose (leave credits will not accrue), but does not break the employee's continuity of service.
- 53.8. Details on the administration of the leave are contained in the Authority's *Leave Policy*.

54. Adoption Leave

- 54.1. An employee who adopts a child (refer to Glossary for definition of 'child for adoption and fostering leave purposes') and has or will have responsibility for that child is entitled to a maximum of 130 weeks adoption leave (including the period of paid adoption leave, and any other paid or unpaid leave and public holidays). An employee who is absent under this Clause on leave without pay or on a period of adoption leave will not be entitled to access parental leave provisions.
- 54.2. To be eligible to receive paid adoption leave, an employee must have 12 months of continuous service, and be the primary care giver of that child.
- 54.3. An eligible non-ongoing employee on adoption leave may access adoption

¹ *The National Employment Standards provide that an employee is entitled to take unpaid parental leave for a continuous period of up to 12 months. A continuous period of leave of up to 52 weeks under the above clause will satisfy that entitlement. However, should an employee choose to take broken periods of unpaid leave then, once the first period has been completed, the entitlement under the National Employment Standards is exhausted and future periods of leave may be taken under the terms of the above clause.*

² *Any additional unpaid leave under the National Employment Standards is required to be continuous with a previous period of unpaid leave taken in accordance with the National Employment Standards.*

leave arrangements until his or her contract of employment expires, or the adoption leave ceases, whichever occurs first.

- 54.4. Following adoption approval, an employee who is the primary carer of the child is entitled to 16 weeks of paid adoption leave.
- 54.5. Adoption leave is available from one month prior to the date of placement of a child.
- 54.6. Subject to operational requirements and the employee's individual circumstances (eg. care requirements of the child) the delegate may approve leave to be taken in shorter broken periods.
- 54.7. Periods of paid leave during adoption leave will count as service for all purposes. Periods of unpaid adoption leave will not count as service for any purpose (leave credits will not accrue), but do not break the employee's continuity of service.
- 54.8. To provide for more flexible administration of adoption leave, an eligible employee may convert the 16 weeks of full pay to 32 weeks half pay. A maximum of 16 weeks will count as service for all purposes.
- 54.9. Details on the administration of the leave are contained in the Authority's *Leave Policy*.

55. Fostering Leave

- 55.1. An employee who has assumed long term responsibility arising from the placement of a child through a 'permanent' fostering arrangement, including where a child is placed by the Court in the permanent or long-term care of an extended family member is entitled to a maximum of 130 weeks fostering leave (including the period of paid fostering leave, and any other paid or unpaid leave and public holidays). An employee who is absent under this Clause on leave without pay or on a period of fostering leave will not be entitled to access parental leave provisions. (Refer to Glossary for definition of 'child for adoption and fostering leave purposes', 'permanent fostering arrangement' and 'extended family').
- 55.2. To be eligible to receive paid fostering leave, an employee must have 12 months of continuous service and be the primary care giver of that child.
- 55.3. An eligible non-ongoing employee on fostering leave may access fostering leave arrangements until his or her contract of employment expires, or the fostering leave ceases, whichever occurs first.
- 55.4. Following fostering approval, an employee who is the primary carer of the child is entitled to 16 weeks of paid fostering leave.
- 55.5. Fostering leave is available from one month prior to the date of placement of a child.
- 55.6. Subject to operational requirements and the employee's individual circumstances (eg. care requirements of the child) the delegate may approve leave to be taken in shorter broken periods.
- 55.7. Periods of paid leave during fostering leave will count as service for all purposes. Periods of unpaid fostering leave will not count as service for any purpose (and no leave credits will accrue), but do not break the employee's continuity of service.

- 55.8. To provide for more flexible administration of fostering leave, an eligible employee may convert the 16 weeks of full pay to 32 weeks half pay. A maximum of 16 weeks will count as service for all purposes.
- 55.9. Details on the administration of the leave are contained in the Authority's Leave Policy.

56. Return to work after Maternity, Adoption, Fostering or Parental Leave

- 56.1. On ending maternity, adoption, fostering or parental leave an employee is entitled to return to:
- a) the employee's pre-leave duties; or
 - b) if those duties no longer exist, or if the employee elected at commencement of his or her absence to vacate the position, an available position for which the employee is qualified and suited at the same classification and pay as applied prior to the leave. Where this is not practical, other duties will be sought at the same classification. In such cases, the manager will consult with the employee regarding his or her placement in an available position as soon as practicable, with nature of duties and level of responsibility commensurate with the position held immediately prior to commencing leave.
- 56.2. For the purposes of Clause 56.1, duties means those performed:
- a) if the employee was moved to safe duties because of the pregnancy - immediately before the move; or
 - b) if the employee began working part-time because of the pregnancy - immediately before the part-time employment began; or
 - c) otherwise - immediately before the employee commenced maternity or parental leave.
- 56.3. As outlined in 37.13, the delegate will approve all requests for part-time work from employees returning from maternity, parental, adoption or fostering leave in the first two years from the date of the birth of the employee's child or two years from the placement of the child in relation to adoption or fostering.

57. Long Service Leave

- 57.1. The entitlement to Long Service Leave (LSL) is as provided:
- a) under the *Long Service Leave (Commonwealth Employees) Act 1976*, LSL credits shall accrue at the rate of nine (9) calendar days for each year of service, accessible after ten completed years of service; and
 - b) for employees who transitioned from the former Murray–Darling Basin Commission and who are covered under the *Long Service Leave Act 1976 (ACT)*, LSL credits shall accrue at the rate of 6.5 working days for each year of service, accessible after seven completed years of service. This rate of accrual overrides any lesser rate of accrual under the *Long Service Leave Act 1976 (ACT)*.
- 57.2. LSL must be taken in a minimum block of :
- a) seven consecutive calendar days for employees covered under the

Long Service Leave (Commonwealth Employees) Act 1976; or

- b) five consecutive working days for employees who are covered under the *Long Service Leave Act 1976 (ACT)*.
- 57.3. Where an employee is part-time, LSL will be paid on average hours in an employee's entire period of service if the average hours in the last 12 months is lower.
- 57.4. Part-time employees will accrue LSL on a pro-rata basis for the period of part-time service.
- 57.5. LSL may be taken at half pay.
- 57.6. Periods of LSL cannot be broken with periods of annual leave, except as provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 57.7. Details on the administration of LSL are contained within the Authority's *Leave Policy*.

58. Leave without pay

- 58.1. Leave without pay, other than in the case of maternity, parental, adoption and fostering leave or in accordance with a *Prime Minister's Public Service Direction*³, may, subject to operational requirements, be granted by the delegate to assist an employee to better balance his or her work and personal responsibilities. Such leave would normally be short term of up to 52 weeks.
- 58.2. Periods of leave without pay greater than 30 calendar days per calendar year will not be counted as service (leave credits will not accrue), but will not break continuity of service.
- 58.3. In circumstances where leave without pay (other than in the case of maternity, adoption, fostering and parental leave) is granted for an extended period (greater than 26 weeks), the delegate must inform the employee, at the time of approving the leave, that the employee's position may be filled on an ongoing or non-ongoing basis. The employee's manager will consult with the employee regarding his or her placement in an available position as soon as practicable, with the nature of duties and level of responsibility commensurate with the position held immediately prior to commencing leave.
- 58.4. Details on the administration of leave without pay are contained in the *Authority's Leave Policy*.

Aged Care Leave

- 58.5. An ongoing employee with at least 12 months continuous service, who is a primary carer, may request up to 52 weeks unpaid leave to care for an aged immediate family member.
- 58.6. Leave for this purpose will be subject to operational requirements.
- 58.7. As further support for employees with aged care responsibilities, the Authority will maintain a licensing arrangement for the Eldercare

³ *The Prime Minister's Public Service Direction specifies when approval of leave without pay must be granted.*

Information Kit. The kit is a resource which provides practical assistance to employees in understanding carer issues and accessing carer services.

Leave for Grandparents

- 58.8. Ongoing employees with at least 12 months continuous service in the APS may apply for up to 52 weeks leave without pay to care for a grandchild.
- 58.9. The delegate may approve leave in relation to other family members.
- 58.10. Leave for this purpose will be subject to operational requirements

59. Miscellaneous Leave

- 59.1. The delegate may grant employees miscellaneous leave with or without pay, for a purpose not covered by other leave provisions in this Agreement. This may include, but will not be limited to:
 - a) compassionate purposes;
 - b) returned soldiers for medical purposes;
 - c) participation in national and international sporting events;
 - d) cultural, ceremonial and NAIDOC purposes; and
 - e) additional bereavement leave;
- 59.2. Requests for miscellaneous leave will be considered on a case by case basis, taking into account the:
 - a) nature of the request;
 - b) amount of time requested; and
 - c) operational needs of the work area.
- 59.3. Up to two days paid miscellaneous leave will be available to employees during each PCS accrual year to cover absences associated with personal circumstances and support as described in Clause 44.2.
- 59.4. Clause 59.3 takes effect from an employee's date of accrual of PCS leave following the date of commencement of this Agreement.
- 59.5. Details on the administration of miscellaneous leave are contained in the Authority's *Leave Policy*.

60. Public Holidays

- 60.1. Employees will be entitled to the following public holidays:
 - a) New Year's Day (1 January);
 - b) Australia Day (26 January);
 - c) Good Friday;
 - d) Easter Monday;

- e) Anzac Day (25 April);
 - f) The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - g) Christmas Day (25 December);
 - h) Boxing Day (26 December);
 - i) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- 60.2. If under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 60.3. The delegate and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 60.4. An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- 60.5. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave or paid PCS leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

E. CLASSIFICATION AND REMUNERATION

61. Classification

- 61.1. The classification structure for the Authority is set out at Table 1 in Schedule A.
- 61.2. During the first 12 months from the commencement of operation of this Agreement, arrangements will be developed to provide for professional job streams within the Authority. The parties to this Agreement agree to consult on development of these arrangements including relevant policy, work level standards for all local designations and other supporting documentation as appropriate.
- 61.3. Table 2 at Schedule A provides a preliminary indication of the professional job streams and associated broadbanding arrangements to be developed.
- 61.4. Broadbands may be created during the life of this Agreement under the following facilitative provisions:
- a) the delegate may approve the creation or amendment of a broadband, after having received a proposal endorsed by a majority of the affected employees. The employee(s) and, where they so choose, their representatives must be consulted about the purpose and specific

arrangements for a broadband before it is created;

- b) any broadband created under this Agreement operates according to its terms as if they were part of this Agreement; and
- c) the creation of any broadband is to be consistent with the *Public Service Classification Rules 2000* and the APS Values relating to merit.

62. Commencement Payment

- 62.1. A \$700 Commencement Payment will be made to all eligible employees. An eligible employee is a person who is an employee of the Authority on the date of commencement of this Agreement. Employees will receive the Commencement Payment as soon as practicable after commencement of this Agreement.

63. Salary Increases

- 63.1. In recognition of the productivity gains to be achieved during the period of operation of this Agreement, the salary ranges for each classification and the salaries payable to Authority employees will be increased as follows:
 - a) with effect from the commencement of this Agreement, by 4% as detailed in Schedule A; and
 - b) with effect from 1 July 2012 and 1 July 2013 after the commencement of this Agreement, by 3% and 2% respectively as detailed in Schedule A.
- 63.2. Salary ranges to apply during the period of operation of this Agreement are set out in Schedule A.
- 63.3. Details on the administration of these increases are contained in the Authority's *Remuneration Policy*.

64. Payment of Salary

- 64.1. Employees will be paid fortnightly by electronic funds transfer into a financial institution account of their choice.
- 64.2. The fortnightly rate of pay is calculated using the following formula:
$$\text{fortnightly pay} = \frac{\text{annual salary} \times 12}{313}$$
- 64.3. Salary for part-time employees will be calculated on a pro-rata basis commensurate to their approved hours.
- 64.4. An employee engaged on an irregular or intermittent basis will only be paid for the hours that he or she is required to work, and will receive a 20 percent loading on his or her pay in lieu of all paid leave entitlements (excluding LSL) and public holidays on which he or she does not work.

65. Salary on Movement

- 65.1. The normal commencement salary when an employee is engaged, promoted or transferred (including higher duties) to or within the Authority will be the lowest salary point of the classification applicable to the position he or she moves or is engaged to. The delegate may approve the payment of a higher salary within the salary range after considering the following

criteria:

- a) the employee's skills, knowledge and experience (including any significant periods of higher duties allowance);
- b) the relevant employment market for the employee's skills and experience; and
- c) other relevant factors.

66. Salary Progression

- 66.1. Annual incremental advancement within a salary range, effective from 1 July each year, is subject to the employee maintaining satisfactory performance during the year, in accordance with the Authority's *Performance Management and Development Scheme (PMDS)*. Clause 22 provides information about the PMDS.
- 66.2. The delegate may increase an employee's salary within the applicable classification from time to time, subject to the employee's demonstration of satisfactory or higher performance.
- 66.3. An employee will advance one salary point, within his or her substantive salary range, at the end of the annual assessment cycle of the Authority's PMDS, where he or she has:
 - a) achieved a satisfactory or higher performance rating as defined in the PMDS;
 - b) completed a minimum of six months duty (including periods of paid leave) at the substantive classification or higher; and
 - c) is not at the top salary point within the classification.
- 66.4. An employee will advance two salary points within his or her substantive salary range, at the end of the annual assessment cycle of the Authority's PMDS, where he or she has:
 - a) achieved the highest performance rating as defined in the PMDS;
 - b) completed a minimum of six months duty (including periods of paid leave) at the substantive classification or higher; and
 - c) is not at the penultimate or top salary point within the salary range.
- 66.5. Employees at the top salary point of their substantive salary range who receive the highest performance rating as defined in the PMDS may be recommended to be paid a one-off performance bonus of \$1,000, to be endorsed by the Chief Executive.
- 66.6. Employees at the penultimate salary point of their substantive salary range who receive the highest performance rating will advance to the top salary point of their substantive salary range and may be recommended to be paid a one-off performance bonus of \$1,000, to be endorsed by the Chief Executive.
- 66.7. An employee performing higher duties at the end of the annual assessment cycle of the PMDS will:

- a) advance one salary point at the higher classification where he or she has achieved a satisfactory or higher performance rating, and has either:
 - i) performed higher duties for a continuous period of 12 months (or broken periods over the previous 24 months) prior to the annual assessment; or
 - ii) the Chief Executive has certified that the employee is expected to be performing higher duties for a continuous period of at least 12 months.
 - b) advance one salary point at their substantive classification where he or she has achieved a satisfactory performance rating or higher and has completed a minimum of six months duty (including periods of paid leave) at the substantive classification or higher.
- 66.8. An employee who receives a performance rating of indicating less than satisfactory performance as defined in the PMDS will not be eligible for salary advancement on 1 July. Procedures for managing underperformance are to be undertaken in accordance with Clause 27 of this Agreement and the Authority's *Managing Underperformance Policy*.
- 66.9. If, on completion of an agreed review period, the employee's performance is rated as satisfactory, he or she will be eligible to receive an increment effective from the date of completion.
- 66.10. Details on the administration of salary progression are contained in the Authority's *Performance Management and Development Scheme*.

67. Salary Packaging

- 67.1. An employee may access salary packaging and may package up to 100 percent of his or her substantive salary excluding allowances.
- 67.2. An employee wishing to access salary packaging must provide evidence that he or she has obtained independent financial advice (at his or her own expense) from a financial adviser, tax consultant or accountant about entering into any salary sacrificing arrangement.
- 67.3. Where an employee elects to salary package some or all of his or her salary, the employee's salary for the purposes of superannuation, severance and termination payments, and other purposes, will be determined as if the salary packaging had not occurred.
- 67.4. Any fringe benefits tax and administrative costs incurred in relation to an employee's salary packaging arrangement will be met by the employee.
- 67.5. Further detail regarding the administration of salary packaging arrangements are contained in the Authority's *Remuneration Policy*.

68. Overtime

- 68.1. An employee may agree to perform overtime following a request from his or her manager to work additional hours as required to meet operational needs. Section 62(2) of the *Fair Work Act 2009* provides employees with a right to refuse to work unreasonable additional hours and section 62(3) defines the instances to determine whether those additional hours are reasonable (refer to Glossary for a listing of the considerations in determining 'reasonable hours').

- 68.2. If an employee at or below the APS 6 level agrees to perform overtime following a request from his or her manager, he or she may elect to take time off in lieu or receive payment for the actual period worked in excess of their ordinary hours. Entitlement to time off in lieu will be equivalent to the hourly rates of payment specified in Clause 68.5.
- 68.3. If he or she elects to receive payment, the payment will only be made for the actual time worked, except when working on Saturdays, Sundays, public holidays and when performing extra duty while on out of hours restrictions, where the minimum payment is four hours.
- 68.4. The delegate may approve the payment of overtime or time off in lieu (in accordance with Clause 68.2) to Executive Level employees:
- a) for River Murray Duty Operators; and
 - b) in exceptional circumstances, including operations in accordance with the River Murray Emergency Action Plan.
- 68.5. The rate of payment for overtime will be:
- Monday to Saturday**
for the first 3 hours of time worked, 1½ times hourly rate; and
for time worked over 3 hours, 2 times hourly rate
- Sunday**
for time worked, 2 times salary
- Public Holidays**
for time worked during a standard working day, 2½ times hourly rate and
for time worked outside a standard working day, 3½ times hourly rate.
- 68.6. The hourly rate for overtime shall be calculated as:
- $$\text{hourly rate} = \frac{\text{annual salary} \times 12/313}{75}$$
- 68.7. Where an employee is directed to work, for a continuous period of at least one hour outside the bandwidth which extends over a meal period, or on a weekend or public holiday, for a continuous period extending over a meal period, he or she will be eligible for a meal allowance in accordance with reasonable rates as advised by the Australian Taxation Office from time to time.
- 68.8. Where an employee is required to work overtime, the delegate may approve, where appropriate, the reimbursement of other reasonable additional costs such as the cost of taxi fares to and from the employee's residence.
- 68.9. Details on the administration of overtime, including payment of meal allowance, are contained in the Authority's *Remuneration Policy*.

69. Out of Hours Restriction

- 69.1. If an employee at or below the APS 6 level is required to remain contactable and available to perform extra duty outside his or her ordinary hours of work in accordance with the *Remuneration Policy*, he or she shall be paid an hourly allowance in respect of each hour of restriction. The hourly allowance will be equivalent to the following percentages of the

hourly salary payable to the employee:

- a) where out of hours restriction occurs Monday - Friday: 7.5%;
- b) where out of hours restriction occurs on Saturday or Sunday: 10%;
- c) where out of hours restriction occurs on public holidays: 15%.

- 69.2. Managers should take into account that placing employees under restriction imposes certain limitations on their personal life. If restriction is essential, its duration is to be kept to a minimum and, where possible, shared among employees. An employee may refuse to be placed on restriction where it would unreasonably impact on his or her personal life.
- 69.3. Executive Level River Murray Duty Operators and employees undertaking operations in accordance with the River Murray Emergency Action Plan will receive payment of an out of hours restriction allowance.
- 69.4. In exceptional circumstances, other than those detailed in Clause 69.3, the delegate may approve the payment of out of hours restriction allowance to Executive Level employees.
- 69.5. Where an employee is contacted while subject to out of hours restriction, and is required to perform extra duty, overtime arrangements will, in accordance with Clause 68, apply including a minimum payment of four hours.
- 69.6. Out of hours restriction allowance is not payable during periods where overtime is paid.
- 69.7. Details on the administration of out of hours restriction are contained in the Authority's *Remuneration Policy*.

70. Superannuation

- 70.1. The Authority provides for choice of superannuation fund by eligible employees. Where an employee does not nominate another approved superannuation fund, the Authority will regard PSSap as the default superannuation fund.
- 70.2. Salary for superannuation purposes will be the higher of:
 - a) an amount agreed to by the employee and the delegate; or
 - b) the salary for superannuation purposes as determined in accordance with the requirements of the Commonwealth Superannuation Scheme (CSS), the Public Sector Superannuation Scheme (PSS) or the PSS Accumulation Plan (PSSap).
- 70.3. Employer contributions to the PSSap will be 15.4% of the employee's fortnightly contribution salary. Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in PSSap. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).
- 70.4. For employees who take paid or unpaid parental leave (which includes

maternity, adoption, fostering and parental leave), employer contributions will be made for a period equal to a maximum of 52 weeks as if the leave was paid leave, in accordance with the rules of the appropriate superannuation scheme. Employer superannuation contributions will not be paid in respect of other periods of unpaid leave, unless prescribed by legislation.

- 70.5. The Authority will continue to meet the employer contribution for employees who transitioned from MDBC who have existing memberships of defined benefit schemes.
- 70.6. The Authority may choose to limit superannuation choice to funds which:
 - a) allow employee and/or employer contributions to be paid fortnightly through electronic funds transfer, and
 - b) make satisfactory arrangements for the acceptance of payments from the Authority and for information transfer between its payroll provider and the fund.

71. Graduates

- 71.1. An Authority Graduate will be engaged as an ongoing employee at the minimum pay point in the MDBA Graduate Broadband (APS Level 3-4) as set out in Table 3 of Schedule A.
- 71.2. On successful completion of his or her training program, a Graduate will be assessed for advancement within the MDBA Graduate Broadband.
- 71.3. A Graduate will not be entitled to Higher Duties Allowance during the course of his or her training program.
- 71.4. Details regarding the Program are included in the Authority's *Graduate Program Administrative Guidelines*.

72. Trainee APS Employees

- 72.1. An Authority Trainee will be engaged as an ongoing employee and be paid at the minimum point of the MDBA Trainee Broadband (APS Level 1-2) as set out in Table 4 of Schedule A.
- 72.2. An Authority Trainee will undertake a course of training determined by the delegate.
- 72.3. On successful completion of his or her training program, a Trainee will be assessed for advancement within the MDBA Trainee Broadband.

73. Cadets

- 73.1. An Authority Cadet will be engaged as an ongoing employee and be paid at the minimum point of the MDBA Cadet Broadband (APS Level 1-3) as set out in Table 5 of Schedule A as follows:
 - a) for full-time study: 57%;
 - b) for practical training: 100%.
- 73.2. An Authority Cadet will undertake a course of training determined by the delegate.

- 73.3. On successful completion of his or her training program, a Cadet will be assessed for advancement within the MDBA Cadet Broadband.

74. Supported Wage System

- 74.1. An employee who is affected by a disability may be eligible for assistance under the supported wage system. An eligible employee will be paid a percentage of the relevant salary for his or her classification based on his or her assessed capacity for the work he or she is performing, as follows:

Assessed Capacity	Percentage of prescribed salary
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 74.2. The minimum amount payable to an employee will not be less than the minimum weekly wage for the supported wage system as amended from time to time.

75. Salary on Reduction

- 75.1. Where an employee requests, in writing, to temporarily perform duties at a lower classification level, the delegate may determine in writing that the employee be paid at a rate applicable to the lower classification level for the period of the temporary reassignment of duties.
- 75.2. Where an employee is reduced in classification, the delegate will take into account the salary point achieved at the higher classification level in determining the salary point at the lower classification level.
- 75.3. Where a reduction in classification relates to a breach of the APS Code of Conduct or a formal underperformance process the delegate may determine a salary rate at any pay point within the pay range for the new classification.

76. Payment on Death

- 76.1. Where an employee dies, or the delegate has directed that an employee is presumed to have died on a particular date, payment will be made to the executor or the administrator of the former employee's estate, the public trustee or such other person as the law requires in the jurisdiction pertaining to the former employee, any amount that would have been paid if the employee had resigned or retired.
- 76.2. In accordance with the Long Service (Commonwealth Employees) Leave Act 1976 and Long Service Leave Act 1976 (ACT), payment may include pro rata long service leave entitlements.

F. ALLOWANCES

77. Salary for Superannuation

- 77.1. The following allowances are considered (subject to CSS, PSS and PSSap rules) as salary for superannuation purposes:
- a) an allowance payable for the possession of a particular skill or the acquisition of a particular standard of proficiency in a work related skill (e.g. First Aid Allowance); or
 - b) an allowance payable, including extended higher duties allowance payable for a period exceeding twelve months
 - c) where it is confirmed by the delegate there is a likelihood (i.e. there is a better than 50 percent probability) that the employee will receive the allowance for a continuous period of not less than 12 months.

78. Higher Duties Allowance

- 78.1. An employee may be assigned duties for a temporary period at a higher classification than the employee's classification. Prior to assigning duties temporarily at a higher classification the delegate must consider
- a) the relative importance to the Authority of the duties to be performed at the higher classification and other duties to be performed;
 - b) the length of the period in which the employee is to perform duties at the higher classification; and
 - c) the need for APS employees to be given the opportunity to gain experience in performing duties at a higher classification.
- 78.2. The selection of an employee to perform higher duties must be made on the basis of merit with an assessment of the person's work skills and experience against the capabilities for the duties and required organisational outcomes.
- 78.3. For periods where an employee is temporarily assigned duties at a higher classification for a period of longer than four weeks, the employee will be provided with appropriate relevant support, including training where required.
- 78.4. If an employee is temporarily assigned duties at a higher classification for a period of five working days or more, the employee will be entitled to payment of a higher duties allowance (HDA). The allowance is the difference between his or her normal salary and the salary for the higher classification, which will normally be the first salary point in the higher classification.
- 78.5. Where an employee is temporarily assigned duties of the same higher classification for a continuous period of 12 months (or broken periods over the previous 24 months) for which he or she receives payment, the employee will, subject to satisfactory performance, be entitled to move to the next pay point of the higher classification (for the purposes of HDA) and be entitled to continue to access this pay point during any subsequent periods of temporary assignment to that same higher classification.
- 78.6. HDA will be paid for public holidays where temporary assignment of duties

is worked on both sides of the public holiday and during leave where the delegate determines that the employee would have continued on temporary assignment of duties but for the leave.

- 78.7. Where higher duty periods of three months or more are likely, the vacancy is to be advertised internally.
- 78.8. Where an assignment has, continuously been filled on a higher duties basis (whether or not by the same employee) for a period greater than three months, the responsible General Manager and Director will review the circumstances and advise the delegate on the need to fill the position on a more regular basis through a competitive selection process - either for a specified period or as an ongoing engagement.
- 78.9. The normal rate of pay for HDA will be 100 percent of the salary at the higher classification. Where less than 100 percent of the duties will be performed those duties will be identified and agreed in writing and the rate of pay reduced accordingly.
- 78.10. Details on the administration of HDA are contained in the Authority's *Higher Duties Allowance Policy*.

79. Other Allowances

- 79.1. If an employee is assigned the role of First Aid Officer the employee will be entitled to an allowance of \$30 per fortnight in recognition of the particular responsibilities. Payment of the allowance will be subject to the employee providing proof that their first aid qualifications remain current.
- 79.2. If an employee is assigned the role of Emergency Warden, the employee will be entitled to an allowance of \$30 per fortnight in recognition of the particular responsibilities. Payment of the allowance will be subject to the employee providing proof that he or she has undertaken appropriate training.
- 79.3. If an employee is assigned the role of Health and Safety Representative (HSR), the employee will be entitled to an allowance of \$30 per fortnight in recognition of the particular responsibilities. Payment of the allowance will be subject to the employee providing proof that he or she has undertaken appropriate HSR training.
- 79.4. If any employee is assigned the role of Harassment Contact Officer (HCO) the employee will be entitled to an allowance of \$30 per fortnight in recognition of the particular responsibilities. Payment of the allowance will be subject to the employee providing proof that he or she has undertaken appropriate HCO training.
- 79.5. Where an employee holds two or more roles (e.g. the employee is the Emergency Warden and the HSR) he or she is only entitled to one allowance.
- 79.6. A First Aid Officer is unable to be an Emergency Warden (and vice versa) due to the nature and responsibilities of the respective roles.
- 79.7. Payment of any allowance under this Clause will not be payable during any absence from duty.
- 79.8. Details on the administration of allowances are contained in the Authority's *Remuneration Policy*.

80. Reimbursement for Loss or Damage

- 80.1. Where appropriate evidence is submitted that an employee has suffered loss or damage to their clothing and/or personal effects, which occurred in the course of their duties, the delegate may approve the payment of reasonable repair or replacement costs.

G. TERMINATION OF EMPLOYMENT

81. Payment of Accrued Leave

- 81.1. Where an employee ceases duty in the APS, he or she will receive payment in lieu, calculated at the employee's final rate of salary and allowances considered as salary for all purposes as at the date of exit, of:
- a) unused accrued annual leave credits; and
 - b) unused accrued LSL in accordance with:
 - i) the Long Service Leave (Commonwealth Employees) Act 1976; or
 - ii) the *Long Service Leave Act 1976 (ACT)* for employees who transitioned from the former Murray–Darling Basin Commission.
- 81.2. HDA is included as salary for all purposes for payment in lieu of annual leave and LSL where the temporary reassignment of duties would have continued beyond the date of termination.

82. Resignation

- 82.1. To ensure effective workforce planning and the payment of all final entitlements in a timely manner, employees should provide at least two weeks notice of their resignation to the delegate. Details on the administration of separation arrangements are contained in the Authority's *Separation Policy*.

83. Phased Retirement

- 83.1. Where an employee confirms in writing his or her intention to retire within the following two years, the delegate may approve a request from the employee to negotiate flexible employment arrangements, including, but not limited to:
- a) redeployment;
 - b) part-time work;
 - c) job sharing;
 - d) mentor/trainer role;
 - e) flexible working hours; and
 - f) flexible leave options.

84. Notification and Review of Termination

- 84.1. The Chief Executive may terminate an employee's employment at any time in accordance with the *Public Service Act 1999* and *Fair Work Act 2009*.

The employee's sole rights and remedies are those under:

- a) the Fair Work Act 2009
 - i) Division 11 of Part 2-2 of Chapter 2;
 - ii) Part 3-2 of Chapter 3
 - iii) Division 2 of Part 3-6;
 - iv) Part 6-4 of Chapter 6;
- b) Item 4 of Part 2 of Schedule 4 of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009;
- c) other Commonwealth laws (including the Constitution); and
- d) common law.

84.2. In particular, termination of employment, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures addressed in Clause 9 of this Agreement, or under the review of actions provisions in the *Public Service Act 1999*.

84.3. Nothing in this Agreement prevents the Chief Executive from terminating the employment of an employee without further notice or payment in lieu for serious misconduct as defined in Regulation 1.07 of the *Fair Work Regulations 2009* subject to compliance with the procedures established by the Chief Executive, as outlined in the Authority's *Misconduct Policy* and provisions of this agreement for determining whether the employee has breached the Code of Conduct under Section 13 of the *Public Service Act 1999*.

H. REDEPLOYMENT AND REDUNDANCY

85. Principles

85.1. The following process applies to ongoing employees who are not on probation.

85.2. An employee will be an excess employee if:

- a) the employee is included in a class of employees employed in the Authority, which class comprises a greater number of employees than is necessary for the efficient and economical working of the Authority;
- b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Authority or changes in the nature, extent or organisation of the functions of the Authority; or
- c) the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the new locality and the delegate has determined that the provisions of this Clause apply to that employee.

85.3. If an employee is excess or potentially excess, the delegate will take all reasonable steps, consistent with efficient operational requirements and in recognition, to transfer the employee to a suitable vacancy at an equal classification level within the Authority or in another APS agency. In this context, and in accordance with APSC guidelines on 'Managing

redeployment in the APS', the employee will be considered for placement within the Authority before any external advertising of vacancies.

- 85.4. An excess or potentially excess employee will take all reasonable steps to identify and apply for suitable vacancies at a classification level equal to their substantive classification level.
- 85.5. To assist in this process, the employee who is potentially excess or has been declared excess may, with his or her agreement, be registered with an APS-wide redeployment register administered by the APSC.
- 85.6. An excess employee who is an applicant for a vacancy in the Authority at or below the employee's substantive level will be considered for suitability in isolation from, and not in competition with, other applicants.
- 85.7. Discussions will be held with the excess or potentially excess employee and if requested, their nominated representative, to consider:
 - a) actions that might be taken to reduce the likelihood of the employee becoming excess;
 - b) redeployment opportunities for the employee; and
 - c) the availability of job swaps within the Authority or another APS agency, at the discretion of the delegate.
- 85.8. Details on the administration of redeployment and redeployment are contained in the Authority's *Separation Policy*.

86. Notification of Potentially Excess Status

- 86.1. In circumstances where an employee may become excess, the employee and/or his or her representative will be provided with a consultation period of one month.
- 86.2. An employee may waive his or her entitlement to the one month consultation period.
- 86.3. The delegate will advise an employee if he or she is likely to become excess at the earliest practicable time.
- 86.4. The delegate will also consult with registered organisations and notify Centrelink of any proposed dismissals in accordance with Subdivisions A and B of Part 3-6 of the *Fair Work Act 2009*.

87. Voluntary Redundancy

- 87.1. The Authority may invite employees to elect for voluntary redundancy. Where this occurs, the relevant employee will have a one month consideration period within which to elect for voluntary redundancy. The Authority may or may not accept an election for voluntary redundancy.
- 87.2. Within the first two weeks of the one-month consideration period the employee will be given information which will contain:
 - a) an estimate of the amount of the severance pay;
 - b) an estimate of the payment in lieu of notice;

- c) an estimate of accrued leave balances;
- d) an estimate of accumulated superannuation contributions;
- e) options open to him or her concerning superannuation; and
- f) the taxation rules applicable to each form of payment.

87.3. The estimate is provided for guidance purposes only, and is not an offer capable of forming a binding contract. The Authority will fund up to \$500 for employees to seek independent financial advice in relation to an offer of voluntary redundancy.

87.4. The one month consideration period can be reduced by agreement between the employee and the delegate as long as the employee has received the information outlined in Clause 87.2. Unless the employee agrees to reduce the one-month period, notice of termination will not occur before the end of that one-month period.

88. Redundancy Payments

88.1. Where the one month consideration period is reduced, the employee will be paid for the unexpired portion of the one month period as at the date of termination. He or she will also receive payment in lieu of the relevant period of notice provided for in Clause 87.4.

88.2. An excess employee who elects for voluntary redundancy which is accepted by the Authority and whose employment is terminated by the delegate under Section 29 of the *Public Service Act 1999* on the grounds that he or she is excess to requirements will be paid:

- a) subject to any minimum amount the employee is entitled to under the National Employment Standards, a sum equal to two weeks salary for each completed year of service; plus a pro-rata payment for completed months of service since the last completed year of service, with a minimum payment of four weeks and a maximum of 48 weeks salary; or
- b) in accordance with Clauses 89.6 and 89.7 for those employees who transitioned from the former Murray–Darling Basin Commission; and
- c) payment in lieu of LSL (for employees with a minimum of 12 months service) and annual leave credits.

88.3. If an employee elects for voluntary redundancy, and this is accepted by the Authority, the delegate will give the employee the required notice of termination of four weeks (or five weeks for an employee over 45 years of age with at least five years of continuous service) or a lesser period agreed with the employee. If the employee separates within the notice period, he or she will be paid for the unexpired portion of the notice period.

89. Calculating Redundancy Payments

89.1. Redundancy payments will be calculated on:

- a) the employee's salary on the date of termination; and
- b) 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.

- 89.2. The redundancy payment will be calculated on a pro-rata basis for any period where the employee has worked part-time hours during his or her period of service and he or she has less than 24 years full time service.
- 89.3. Subject to Clauses 89.4 and 89.5 service for severance pay purposes means:
- a) service in the Authority;
 - b) "Government Service" as defined in Section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976* and MDBC transition arrangements;
 - c) service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for LSL purposes;
 - d) service with a State or Territory Government which is recognised for LSL purposes;
 - e) service with the Australian Defence Force;
 - f) APS service immediately preceding deemed resignation under the then Section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
 - g) service in another organisation where an employee was transferred from the APS to that organisation with a transfer of function or an employee engaged by that organisation on work within a function was appointed as a result of the transfer of that function to the APS and such service is recognised for LSL purposes.
- 89.4. Periods of service that will not count as service for redundancy pay purposes are any periods of service that ceased by way of:
- a) termination under Section 29 of the *Public Service Act 1999*;
 - b) prior to the commencement of the *Public Service Act 1999*: redundancy, retirement on ground of invalidity, inefficiency or loss of qualifications, forfeiture of office, dismissal or termination of probationary appointment for reasons of unsatisfactory service;
 - c) voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - d) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.
- 89.5. For earlier periods of service to count there must be no breaks between the periods of service, except where the break in service was less than one month and occurred where an offer of employment in relation to the second period of service was accepted by the employee before the first period of service ended (whether or not the two periods of service are with the same employer or agency). Absences from work, which do not count as service

for any purpose, will not count as service for redundancy pay purposes.

Employees transitioned from the Murray–Darling Basin Commission

- 89.6. The existing severance benefits of employees who transitioned from the Murray–Darling Basin Commission on 15 December 2008 will be preserved at the benefit accrued as at the date of effect of the MDBA Enterprise Agreement 2009-2011. Any further severance benefit accruals will be at the standard APS rate of two weeks per year up to a maximum of 48 weeks.
- 89.7. The severance benefits of a non-SES employee employed under an Individual Employment Contract (IEC), who transitioned from the Murray–Darling Basin Commission will be preserved at the benefit set out in his or her IEC. The employee will not accrue further severance entitlements until such time as the amount he or she would have been entitled to under the standard APS arrangements (two weeks pay per year of service) exceed his or her current contract entitlements.

90. Involuntary Redundancy

- 90.1. An employee will not have his or her employment terminated involuntarily if he or she has not been invited to elect for voluntary redundancy or if his or her election to be made redundant voluntarily has been refused.
- 90.2. If an employee does not elect for voluntary redundancy, the employee will not be terminated under Section 29 of the *Public Service Act 1999* without agreement for a retention period of seven or 13 months as described in Clause 91.

91. Retention Period

- 91.1. A retention period of 13 months where an employee has 20 or more years of service or is over 45 years of age; or seven for other employees commences on the day after the expiration of the consideration period in relation to voluntary redundancy.
- 91.2. Where there is insufficient productive work available for an employee during the retention period, the delegate may, with the employee's agreement, terminate his or her employment before the end of the retention period and pay the balance of the retention period to the employee as a lump sum, comprising:
- a) the balance of the retention period (as shortened for the National Employment Standards under sub-clause 91.6) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
 - b) the employee's NES entitlement to redundancy pay.
- 91.3. During the retention period the delegate:
- a) will assist the employee with attempts to find alternative employment; and/or
 - b) may, on request, provide assistance to the employee in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment;
 - c) may provide the employee with appropriate support including training

to assist in locating and securing employment and career counselling.

- d) may, after giving four weeks' notice to the employee, reduce his or her classification as a means of securing alternative employment. If this occurs prior to the end of the retention period, the employee will continue to be paid at his or her previous level for the balance of the retention period.

- 91.4. The retention period will not be extended by any periods of paid or unpaid leave. The delegate will extend a retention period by up to two months where medical evidence indicates the employee is substantially incapacitated and is considered to be unfit for work by a medical practitioner nominated by the Authority. Only in exceptional circumstances would the retention period be extended beyond an additional two months.
- 91.5. An employee will be given four weeks notice (or five weeks notice for an employee over 45 years of age with at least five years of continuous service) of termination to be served (as far as practicable) concurrently with the retention period.
- 91.6. If an employee is entitled to a redundancy payment under the NES, the retention period at Clause 91.1 will be reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

SCHEDULE A

Table 1: APS CLASSIFICATIONS

APS Classification	Salary Point	Previous Agreement (effective Oct 2010)	Commencement of Agreement (4%)	1 July 2012 (3%)	1 July 2013 (2%)
EL 2	EL 2.5	122,796	127,708	131,539	134,170
	EL 2.4	118,466	123,205	126,901	129,439
	EL 2.3	116,500	121,160	124,795	127,291
	EL 2.2	110,176	114,583	118,021	120,381
	EL 2.1	104,194	108,362	111,613	113,845
EL 1	EL 1.3	98,539	102,481	105,555	107,666
	EL 1.2	94,598	98,382	101,333	103,360
	EL 1.1	89,571	93,154	95,948	97,867
APS 6	6.4	82,318	85,611	88,179	89,943
	6.3	79,728	82,917	85,405	87,113
	6.2	77,222	80,311	82,720	84,375
	6.1	74,793	77,785	80,118	81,721
APS 5	5.4	72,444	75,342	77,602	79,154
	5.3	70,166	72,973	75,162	76,665
	5.2	67,960	70,678	72,799	74,255
	5.1	65,824	68,457	70,511	71,921
APS 4	4.4	63,688	66,236	68,223	69,587
	4.3	61,953	64,431	66,364	67,691
	4.2	60,266	62,677	64,557	65,848
	4.1	58,625	60,970	62,799	64,055
APS 3	3.4	57,028	59,309	61,088	62,310
	3.3	55,474	57,693	59,424	60,612
	3.2	53,964	56,123	57,806	58,962
	3.1	52,493	54,593	56,231	57,355
APS 2	2.4	49,670	51,657	53,207	54,271
	2.3	48,289	50,221	51,727	52,762
	2.2	46,947	48,825	50,290	51,295
	2.1	45,641	47,467	48,891	49,868
APS 1	1.4	43,137	44,862	46,208	47,133
	1.3	41,937	43,614	44,923	45,821
	1.2	40,770	42,401	43,673	44,546
	1.1	39,636	41,221	42,458	43,307

Table 2: MDBA PROFESSIONAL JOB STREAMS (PRELIMINARY)

APS Classification	MDBA Job Stream Designation
EL 2	<ul style="list-style-type: none">• Specialist Senior Engineer• Specialist Senior Scientist• Principal Lawyer• Principal Public Affairs Officer
EL 1	<ul style="list-style-type: none">• Senior Engineer• Senior Scientist• Senior Lawyer• Senior Public Affairs Officer
APS 5/6	<ul style="list-style-type: none">• Engineer• Scientist• Lawyer• Public Affairs Officer
APS 3/4	<ul style="list-style-type: none">• Engineering Assistant• Assistant Legal Officer• Assistant Public Affairs Officer

Note: *MDBA Professional Job Stream Designations may vary during the term of this Agreement in accordance with relevant policy and as agreed through the Employee Consultative Committee.*

Table 3. MDBA GRADUATE BROADBAND

APS Classification	Pay Point	Previous Agreement	Commencement of Agreement (4%)	1 July 2012 (3%)	1 July 2013 (2%)
APS 4	4.4	63,688	66,236	68,223	69,587
	4.3	61,953	64,431	66,364	67,691
	4.2	60,266	62,677	64,557	65,848
	4.1	58,625	60,970	62,799	64,055
APS 3	3.4	57,028	59,309	61,088	62,310
	3.3	55,474	57,693	59,424	60,612
	3.2	53,964	56,123	57,806	58,962
	3.1	52,493	54,593	56,231	57,355

Table 4. MDBA TRAINEE BROADBAND

APS Classification	Pay Point	Previous Agreement	Commencement of Agreement (4%)	1 July 2012 (3%)	1 July 2013 (2%)
APS 2	2.4	49, 670	51,657	53,207	54,271
	2.3	48,289	50,221	51,727	52,762
	2.2	46,947	48,825	50,290	51,295
	2.1	45,641	47,467	48,891	49,868
APS 1	1.4	43,137	44,862	46,208	47,133
	1.3	41,937	43,614	44,923	45,821
	1.2	40,770	42,401	43,673	44,546
	1.1	39,636	41,221	42,458	43,307

Table 5. MDBA CADET BROADBAND

APS Classification	Pay Point	Previous Agreement	Commencement of Agreement (4%)	1 July 2012 (3%)	1 July 2013 (2%)
APS 3	3.4	57,028	59,309	61,088	62,310
	3.3	55,474	57,693	59,424	60,612
	3.2	53,964	56,123	57,806	58,962
	3.1	52,493	54,593	56,231	57,355
APS 2	2.4	49, 670	51,657	53,207	54,271
	2.3	48,289	50,221	51,727	52,762
	2.2	46,947	48,825	50,290	51,295
	2.1	45,641	47,467	48,891	49,868
APS 1	1.4	43,137	44,862	46,208	47,133
	1.3	41,937	43,614	44,923	45,821
	1.2	40,770	42,401	43,673	44,546
	1.1	39,636	41,221	42,458	43,307

Glossary

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

Agreement means the Murray–Darling Basin Authority Enterprise Agreement 2011-2014.

APS means the Australian Public Service.

APSC means the Australian Public Service Commission.

Assessment Period means the annual period during which an employee's performance will be assessed under the Performance Management and Development Scheme – from 1 July to 30 June the following year.

Authority means the Murray–Darling Basin Authority

Cadet means an employee who is employed to undertake a course of study on a full-time basis at a tertiary institution and who is required to undertake practical training in the workplace during vacation breaks.

Child (for adoption or fostering leave):

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

Chief Executive means the Chief Executive of the Murray–Darling Basin Authority.

Consultation/Consultative Process means the consultative arrangements set out in Clause 8.

Delegate means an employee authorised to be a delegate to undertake or approve a specified function. The Chief Executive may issue instructions relating to the exercising of these functions.

Dependant in relation to an employee means:

- an employee's spouse or partner; or
- a child or parent of the employee, or of the spouse/partner of the employee being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.

Employee means a person employed by the Authority on an ongoing or non-ongoing basis under and within the meaning of the *Public Service Act 1999*.

Employee Organisation means an organisation with coverage of employees within the terms of the *Fair Work Act 2009*.

Employee with dependants means an employee who has one or more dependants, one or more of whom is, or are, residing with the employee.

Employee without dependants means an employee who is neither an employee with dependants nor an employee with, but unaccompanied by, dependants.

Employee with, but unaccompanied by, dependants means an employee who:

- has one or more dependants; and
- is temporarily residing without those dependants; and
- intends that his or her dependant, or one or more of their dependants, will subsequently reside with him or her.

Excess employee means an employee who has been declared and advised in writing that they are excess to the Authority's requirements.

An employee is excess if:

- the employee is included in a class of employees employed in the Authority, which class comprises a greater number of employees than is necessary for the efficient and economical working of the Authority;
- the employee's services cannot be effectively used because of technological or other changes in the work methods of the Authority or changes in the nature, extent or organisation of the functions of the Authority; or
- the employee's duties which are usually performed by the employee are to be performed at a different locality, and the employee is not willing to perform duties at the locality and the delegate has determined that the provisions of this Clause apply to that employee.

Executive means the Chief Executive and Division Heads collectively.

Extended Family means a group of persons comprising members of several generations unified by blood, adoptive, marital and equivalent ties.

Fee means HECS, any compulsory tuition, course, examination, administration or graduation fee or educational levy.

Formal selection process means a selection process conducted in accordance with Authority's *Recruitment and Selection Guidelines* and the APS Values following the advertising of a vacancy.

Fair Work Australia is the national workplace relations tribunal. It is an independent body with power to carry out a range of functions including:

- providing a safety net of minimum conditions, including minimum wages, in awards
- facilitating good faith bargaining and the making of enterprise agreements
- granting remedies for unfair dismissal
- regulating the taking of industrial action
- resolving a range of collective and individual workplace disputes through conciliation, mediation and in some cases arbitration
- functions in connection with workplace determinations, equal remuneration, transfer of business, general workplace protections, right of entry and stand down.

Graduate means an employee employed under MDBA's Graduate Program with the required tertiary qualifications.

Guidelines and procedures are the explanations set out in Authority's HR policies which instruct employees on the administrative processes which operate in the Authority.

Ill and injured employees for the purposes of this Agreement, means "ill, injured and diseased employees" as defined in the *Safety Rehabilitation and Compensation Act 1988*, where:

- an injury is a disease suffered by an employee; or an injury other than a disease suffered by an employee, being a physical or mental injury (or the aggravation of such an injury) arising out of, or in the course of, the employee's employment;

but does not include any disease or injury suffered by an employee as a result of reasonable management action taken against the employee or failure by the employee to obtain a promotion, movement or benefit in connection with his or her employment.

- a disease is any ailment suffered by an employee; or the aggravation that was contributed to in a material degree by the employee's employment by the Commonwealth.

Immediate Family means:

- a spouse or de facto partner of the employee irrespective of gender (including a former de facto spouse or partner); and/or
- a child (including an adopted child, a step-child, foster-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee; and/or
- a child (including an adopted child, a step-child, foster-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee's spouse or partner; and/or
- a member of an employee's household; and/or;
- traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs.

The de facto partner of an employee means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and includes a former de facto partner of the employee.

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.

Major change means a change, as set out in Clause 8 that is likely to have a significant effect on employees if it results in:

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

Management/Manager means an employee or group of employees who direct a range of human and physical resources and their associated financial responsibilities to achieve corporate objectives. A manager may have supervisory responsibilities for immediate subordinates which may include APS employees. A manager may also oversee the management of employees who are supervised and managed by the manager's immediate subordinates.

MDBA means the Murray–Darling Basin Authority.

Medical certificates and other supporting material. Acceptable medical certificates for the purposes of PCS leave for personal injury or illness or caring for the employee's immediate

family or a member of the employee's household and compassionate leave, includes certificates issued by:

- a registered medical practitioner or other health service provider such as a health practitioner where it is accompanied by a referral from a medical practitioner.
- a dentist, optometrist, optician, radiographer, physiotherapist, registered chiropractor, registered podiatrist, or registered nurse for the duration of an appointment. Periods for rest, treatment and/or recuperation beyond the actual appointment can only be certified by a registered medical practitioner, specialist or a dentist.

Other acceptable supporting materials which may be used for the purpose of personal injury or illness; caring for the employee's immediate family or a member of the employee's household and compassionate leave include:

- a certificate from a pharmacist where it is not practicable to see a medical practitioner;
- a statutory declaration where it is not practicable to see a medical practitioner;
- a letter from a facility providing care to an employee's family member regarding the inability to provide care for a specified period of time; or
- a letter from a health authority placing an employee or a dependant of an employee in quarantine.

In the circumstance where a medical certificate provided by an employee's treating medical practitioner or specialist conflicts with that obtained from an Authority appointed medical practitioner, the latter will prevail.

The delegate may determine other evidence to be acceptable.

Merit Protection Commissioner means the Merit Protection Commissioner appointed under the *Public Service Act 1999*.

Non-ongoing employee means a non-ongoing APS employee as defined in Section 7 of the *Public Service Act 1999*.

Ongoing employee means an ongoing employee as defined in Section 7 of the *Public Service Act 1999*.

Parties means the persons bound by this Agreement, unless otherwise specified.

Pay period is a fortnight Thursday to Wednesday paid in arrears.

Primary carer means the person who most meets the care receiver's needs, including feeding, dressing, bathing, medicating and otherwise supporting the person in a manner appropriate to their age and/or medical condition.

Permanent fostering arrangement relates to a child for whom the employee has assumed long term responsibility arising from the placement of the child:

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

Recognised emergency management body (from s109 *Fair Work Act 2009*) means a body, or part of a body, that has a role or function under a plan that:

- is for coping with emergencies and/or disasters; and
- is prepared by the Commonwealth, a State or a Territory; or
- a fire-fighting, civil defence or rescue body, or part of such a body; or

- any other body, or part of a body, a substantial purpose of which involves:
 - (a) securing the safety of persons or animals in an emergency or natural disaster; or
 - (b) protecting property in an emergency or natural disaster; or
 - (c) otherwise responding to an emergency or natural disaster.

Reasonable hours

From s62 *Fair Work Act 2009*:

In determining whether additional hours are reasonable the following must be taken into account:

- any risk to employee health and safety from working the additional hours;
- the employee's personal circumstances, including family responsibilities;
- the needs of the workplace or enterprise in which the employee is employed;
- whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- any notice given by the employer of any request or requirement to work the additional hours;
- any notice given by the employee of his or her intention to refuse to work the additional hours;
- the usual patterns of work in the industry, or the part of an industry, in which the employee works; and
- the nature of the employee's role, and the employee's level of responsibility.

Salary means the employee's rate of salary/pay (in accordance with the annual salary rates at Schedule A), and is considered to be salary for all purposes. Participation in salary sacrifice arrangements (under the Authority's *Salary Packaging Scheme*) or purchased leave options, will not affect salary for these purposes unless specifically authorised/specified.

Serious Misconduct means:

- wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- conduct that causes serious and imminent risk to:
 - (a) the health or safety of a person; or
 - (b) the reputation, viability or profitability of the employer's business.

Conduct that is serious misconduct includes each of the following:

- the employee, in the course of the employee's employment, engaging in:
 - (a) theft; or
 - (b) fraud; or
 - (c) assault;
- the employee being intoxicated at work;
- the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

Settlement period for flex time arrangements is four weeks or two consecutive pay periods

Standard hours of work are the hours, as set out in Clause 34.3, that the Authority would normally expect an employee to be in attendance if he or she was not utilising flexible working arrangements.

Supervisor means an employee who has responsibility for overseeing, monitoring, managing or supervising the work of another employee, noting that a supervisor may also be a manager.

Surplus in relation to an employee, means a potentially “excess” Authority employee.

Transfer - when used in the context of transfer of staff, movement between APS agencies (s.26 of the *Public Service Act 1999*), or internal assignment of duties (s.25 of the *Public Service Act 1999*).

TAFE means a publicly funded post-secondary organisation which provides a range of technical and vocational education and training courses and other programs, e.g. entry and bridging courses, language and literacy courses, adult basic education courses and computer courses.

Tertiary Institution means a place of higher (University) education and vocational education and training, including TAFE.

Trainee means an employee who is employed to undertake a course of training as determined by the delegate which may include practical and course-based work.

Unauthorised absence means an absence that, given the circumstances (and taking into account relevant information provided by the employee), is not supported or approved by management.

Voluntary emergency management activity (from s109 *Fair Work Act 2009*) : an employee engages in a voluntary emergency management activity if, and only if:

- the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- the employee is a member of, or has a member-like association with, a recognised emergency management body; and

either:

- (a) the employee was requested by or on behalf of the body to engage in the activity; or
- (b) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

Within Australia means all areas within Australia, excluding those which are part of Antarctica.

Working day means a day of the week excluding Saturday, Sunday and Public Holidays.

Workplace delegate is a union member elected by other Union members as defined and bound by the Community and Public Sector Union PSU Group Rule 2.3.