



Australian Government

Murray-Darling Basin Authority

**Murray-Darling Basin
Authority
Enterprise Agreement
2009-2011**

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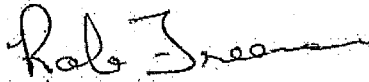
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FORMAL ACCEPTANCE OF THE ENTERPRISE AGREEMENT 2009-2011

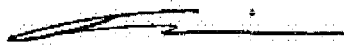
By signing below, the parties to this Agreement signify their acceptance of its terms and conditions.

for the Authority

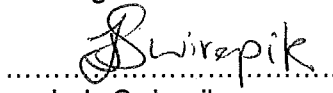


Rob Freeman
Chief Executive
30 September 2009

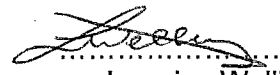
As bargaining representatives for the management of the Authority



Frank Nicholas
30 September 2009

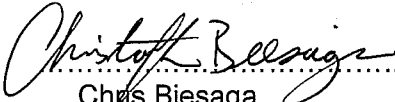


Jody Swirepik
30 September 2009



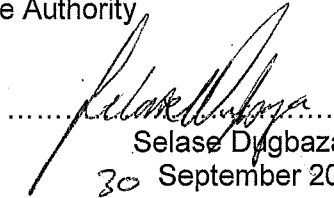
Lorraine Welling
30 September 2009

As bargaining representatives for the employees of the Authority

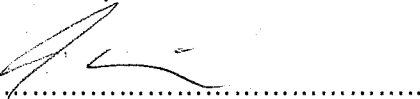


Chris Biesaga
September 2009

1 October

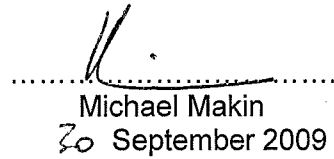


Selase Digbaza
30 September 2009

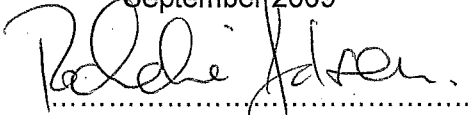


Joseph Davis
September 2009

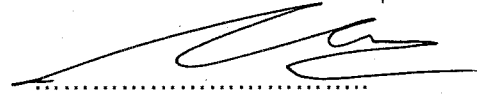
1 October



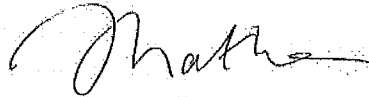
Michael Makin
30 September 2009



Racheline Jackson
30 September 2009

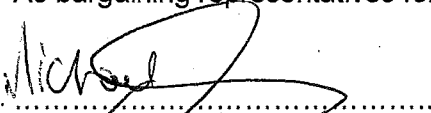


Neal Hardy
30 September 2009

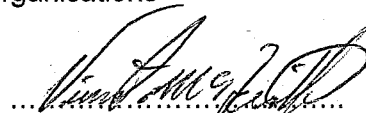


Joanne Nathan
30 September 2009

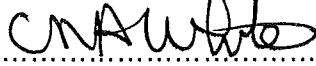
As bargaining representatives for members of employee organisations



Michael Murphy for
Association of Professional
Engineers, Scientists and Managers
30 September 2009



Vince McDevitt for
Community and Public Sector Union
1 OCTOBER
September 2009



Michael White for
Media, Entertainment and Arts Alliance
30 September 2009

A. GENERAL MATTERS

1. Title

- 1.1. This Agreement shall be known as the Murray-Darling Basin Authority Enterprise Agreement 2009-2011.

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:
- the Chief Executive of the Authority; and
 - the employees of the Authority employed under the *Public Service Act 1999* whose employment is covered by this Agreement.
- 4.2. This Agreement covers the terms and conditions of ongoing and non-ongoing employees of the Authority but does not cover:

- substantive Senior Executive Service staff of the Authority; or
- 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.
- 5.2. The nominal expiry date of this Agreement is 30 June 2011.

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;* and
 - *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.

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. Where workplace changes are likely to have a significant effect on an employee, the Authority will consult promptly with that employee and, where he or she so chooses, his or her representative, about the matter.
- 8.3. A major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or 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.
- 8.4. Consultation means:
- a) providing an employee, and where he or she chooses, his or her representative, with relevant information regarding the issue, including the effect the change is likely to have on the employee and measures the Authority is taking to avert or mitigate the adverse effects;
 - b) providing a genuine opportunity to influence the decision maker and contribute to the decision making process before a decision is made; and
 - c) providing appropriate feedback on the final decision.
- 8.5. Consultation will not preclude the Authority making immediate changes necessary for the safety of employees or to implement Government or APS policy or legislative requirements.
- 8.6. Communication and consultation will be actively encouraged at all levels within the Authority.

- 8.7. 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 a Workplace Consultative Committee (WCC);
 - b) maintain direct discussions with employees; and
 - c) provide employees with reasonable time and resources to discuss the matters affecting them.
- 8.8. 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 WCC 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 or introduce new conditions or entitlements, the Chief Executive will consult and reach agreement with the WCC prior to the introduction of the conditions or entitlements.
- 8.9. The WCC 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 by the WCC;
 - b) elected employee organisation representatives; and
 - c) the Chief Executive, or his representative, and two other management representatives.
- 8.10. The WCC will meet four times per year, or more frequently if necessary, and will provide minutes of its meetings to employees electronically.
- 8.11. 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.
- 8.12. 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, 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 so that they may present the choice of membership to prospective employees. 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. Dispute Resolution

- 9.1. The parties to this Agreement recognise that disputes concerning workplace matters may arise.

- 9.2. A party to the dispute may appoint another person, organisation or association to accompany or represent him or her at any stage of the process. This assistance includes notifying or advising any person or body of the existence of a dispute and acting as an advocate. A representative will be dealt with in good faith.
- 9.3. At every stage of the dispute resolution process, the parties to the dispute will participate in good faith and take reasonable and genuine internal steps to prevent or settle disputes by early and timely discussion and consultation.
- 9.4. Where workplace disputes occur, work will continue in accordance with the employee's contract of employment at the workplace while the dispute resolution procedure is being applied. If a genuine safety issue is involved, employees will not be required to work in an unsafe environment, but will undertake suitable alternative work if available, until the working environment is declared safe by an appropriate person or body.
- 9.5. If a dispute in relation to the application, implementation or interpretation of this Agreement is unable to be resolved at the workplace, the dispute may be referred to Fair Work Australia or its replacement body, for resolution by conciliation and, if the dispute remains unresolved, by arbitration.
- 9.6. Unless the parties to the dispute agree to the contrary, Fair Work Australia shall, in responding to the matter, have regard to whether a party has applied the procedures under this Agreement and acted in good faith.
- 9.7. Any decision or direction Fair Work Australia makes in relation to a dispute shall be in writing and accompanied by written reasons, unless the parties to the dispute agree that reasons are not required.
- 9.8. The parties to the dispute agree to comply with any decision or direction, subject to any right of appeal or review which might exist.
- 9.9. Unless otherwise agreed, each party to the dispute shall bear its own costs in relation to all the steps of the dispute resolution process.
- 9.10. The parties agree that any decision by Fair Work Australia is enforceable in a Court of competent jurisdiction.
- 9.11. Details on the administration of the Authority's dispute resolution procedures are contained in the Authority's Dispute Resolution and Review of Workplace Decisions policy.

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*. Where a right of review under the *Public Service Act 1999* and Part 5 of the *Public Service Regulations 1999* is exercised, and does not fail for want of jurisdiction, the employee will have no right of review with respect to that matter under Clause 9 (Dispute Resolution) of this Agreement.
- 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. This includes decisions/actions that are made under relevant guidelines.

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 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 will be required to specify the outcome(s) sought;

- c) the employee who makes 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
- 10.11. The Dispute Resolution Procedures in Clause 9 of this Agreement do not apply to any matter, action or decision arising under Clause 10.3 to Clause 10.9 (Review of Authority Decisions/Actions).

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

- 12.1. The parties to this Agreement recognise that the role of workplace delegates is to be respected and facilitated.
- 12.2. With rights comes responsibility. Workplace delegates must act in good faith and do the best they can for their work colleagues together, or on their individual needs.

- 12.3. The rights of workplace delegates and recognised representatives are as agreed with the Authority from time to time and include:
- a) the right to be treated fairly and to perform his or her role as a workplace delegate without any discrimination in his or her employment;
 - b) the right to participate in collective bargaining on behalf of those who he or she represents;
 - c) reasonable access to telephone, facsimile, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the employee organisation; and
 - d) the right to consultation, and access to relevant information about the workplace and the agency.
- 12.4. In exercising their rights, workplace delegates and employee organisations will consider operational issues, Authority policies, guidelines and procedures and the likely affect on the efficient operation of the Authority and the provision of services by the Commonwealth.

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 WCC 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. An excess employee will be considered first, in isolation from and not in competition with other applicants for an advertised vacancy to which an excess employee seeks transfer.
- 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 new ongoing and long-term (six (6) months or greater) non-ongoing employees will be subject to a probation period. The probation period is normally three (3) months. However, the *Chief Executive* may set a shorter or longer period, having regard to the nature and circumstances of employment.
- 17.2. The *Chief Executive* 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) of the maximum period of his or her probation; and
 - c) if the probationary period may be extended and, if so, the maximum period of extension and the circumstances under which an extension may occur.
- 17.3. A Probation Agreement which sets out job expectations will be put in place within one month of commencement. Continued feedback will be provided to the probationer. Prior to the end of the probation period, a report will be prepared 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 *Chief Executive* will confirm his or her appointment in writing.
- 17.5. The *Chief Executive* may extend the original probation period for a further period (normally three (3) months) if it is identified that further performance issues need to be resolved.
- 17.6. Where an employee's performance, attendance or conduct is rated as not satisfactory during the initial or extended probationary period, the *Chief Executive* may terminate the employment.
- 17.7. In the event of a decision being made to terminate an employee's 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 *Chief Executive's* decision before the decision is implemented and the probationary period expires.
- 17.8. Employees on probation are excluded from the redeployment and redundancy provisions of this Agreement and the Authority's Managing Underperformance Policy.
- 17.9. Administration of probation processes will be in accordance with the Authority's Probation Policy and Review of Workplace Decisions Policy.

18. Occupational Health & Safety (OH&S)

- 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. Occupational Health and Safety will be facilitated by appropriate measures including a Health and Safety Management Arrangement (HSMA) and OH&S Committee. Dispute settlement procedures will be consistent with this Agreement, subject to Section 24 of the *Occupational Health and Safety Act 1991*.

19. Screen-based Work

- 19.1. 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.

20. Workplace Diversity

- 20.1. 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.
- 20.2. 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.

21. Performance Management

- 21.1. The performance management scheme in the Authority is known as the Performance Management and Development Scheme (PMDS).

- 21.2. All employees who are employed for a period of three (3) 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. The assessment period will be from 1 July to 30 June of the following year.
- 21.3. 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.
- 21.4. 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.
- 21.5. The end of year review is linked to incremental salary advancement in accordance with Clause 61 of this Agreement and the Authority's PMDS Policy.
- 21.6. 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 PMDS.
- 21.7. 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 framework.
- 21.8. Managers should actively manage the performance of their employees and promptly address performance issues as they arise.
- 21.9. Details on the administration of the PMDS are contained in the Authority's PMDS Policy.

22. Workforce Planning

- 22.1. The Authority will develop an Authority Workforce Plan within the first year of this Agreement. The Workforce Plan will include:
- a) attraction and recruitment strategies;
 - b) succession and retention planning;
 - c) rewards and recognition program;
 - d) career development;
 - e) learning and development, including skills audit and training needs analysis;
 - f) professional and technical employee development; and
 - g) review of classification structures.

23. Career Development

- 23.1. Development opportunities are to be identified in employees' PMP. These measures 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);
 - d) promoting development opportunities; and
 - e) supporting applications for employees to take extended leave in support of sabbatical and career break arrangements.

24. Reward and Recognition

- 24.1. The Authority will develop a Rewards and Recognition Program within the first year of this Agreement, to recognise high performance by individuals and teams. The development of the program will include employee consultation and input.

25. Study Assistance

- 25.1. 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.
- 25.2. Employees will take appropriate action to progressively improve their professional and technical skills.
- 25.3. Where an employee undertakes formal studies, relevant to the business needs of the Authority, the *Chief Executive* 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.
- 25.4. Where an employee has received approval to undertake formal studies prior to the lodgement of this Agreement, he or she will be eligible to receive study assistance, incorporating study leave and/or financial assistance, up to the level previously approved.
- 25.5. Paid leave to attend residential and/or field trips that are not covered by accrued weekly study leave will be considered by the *Chief Executive* on a case by case basis.

- 25.6. 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.
- 25.7. 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.
- 25.8. Details on the administration of education assistance, including the financial assistance, are contained in the Authority's Studies Assistance Policy.

26. Managing Underperformance

- 26.1. Managers and employees are encouraged to have regular communication on performance, with a formal discussion at least twice a year. The communication is to be two-way and focus on strategies to improve performance.
- 26.2. Expectations on performance will take into account the Authority's Capability Framework and Work Level Descriptors.
- 26.3. 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.
- 26.4. Underperformance should be identified either through normal feedback between employee and supervisor or through the performance review which forms part of the PMDS process.
- 26.5. 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 *Chief Executive* for an independent assessment to determine his or her fitness for continued duty.
- 26.6. 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

- 26.7. 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.
- 26.8. 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 (7) working days at each phase of the managing underperformance process.
- 26.9. 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.
- 26.10. Where informal measures do not result in an acceptable level of improved performance within an agreed period (between 4 to 8 weeks), the manager will notify the *Chief Executive*, of the intention to implement formal underperformance procedures and request that the employee be issued with a written notification.
- 26.11. Procedures for managing a formal underperformance process are to be undertaken in accordance with the Authority's Managing Underperformance Policy.
- 26.12. The *Chief Executive* 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 3 months.
- 26.13. 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.
- 26.14. 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 *Chief Executive*. If the *Chief Executive* agrees with the finding, the employee will be advised and no further action will be taken. If the *Chief Executive* does not agree with the finding, the employee will be able to ask for a Review of an adverse result.
- 26.15. 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.
- 26.16. If the employee does not meet the expected standard of performance at the completion of the formal process period, the *Chief Executive* 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 26.15; or
 - b) reducing the employee's classification to take effect 28 calendar days after notice; or

- c) transfer of the employee's duties to take effect 7 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.
- 26.17. 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.
- 26.18. Details on the administration of underperformance management are contained in the Authority's Managing Underperformance Policy.

27. Employee Assistance Program

- 27.1. 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 intranet.

28. Domestic Travel

- 28.1. 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 Travel Entitlements document on the intranet. Accommodation and meals expenses will be on an actual basis within rates set for each locality.
- 28.2. The *Chief Executive* 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 *Chief Executive* may also vary rates on a trip by trip basis where rates are insufficient to cover an employee's costs for a particular trip.
- 28.3. The calculation of travel time is calculated as commencing one (1) hour prior to the departure of the flight and one (1) hour after the arrival of the return flight. If travelling by car is approved by the *Chief Executive* as the most effective means of travel, travel time is based on actual departure time and arrival time back at place of residence.
- 28.4. Employees must acquit actual expenditure against entitlements on completion of travel and in accordance with the Authority's Travel Practical Guide.
- 28.5. Employees who are required to travel will be issued with an Authority credit card to cover the cost of travel entitlements, accommodation, meal expenses and other appropriate travel expenses such as taxis, parking and airfares associated with their official travel entitlements
- 28.6. Where an employee travels on official business requiring an overnight stay, a daily incidentals payment 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.

- 28.7. An employee 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 (on an Authority credit card) up to \$50 on meals per trip.
- 28.8. Authority credit cards, when used for travel purposes, must be used strictly in accordance with the Authority's Chief Executive Instructions.
- 28.9. Where an employee is provided with meals, other than while he or she is in transit, he or she will not be entitled to charge costs for meals purchased in place of the meals provided on their Authority credit card.
- 28.10. 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.
- 28.11. Employees are not entitled to claim spouse accompanied travel.
- 28.12. 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.
- 28.13. Managers and employees must ensure that due regard is given to occupational health and safety issues and the impact of travel on individual employees.
- 28.14. Where an employee is required to travel frequently, with the approval of the *Chief Executive* 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 Practical Travel Guide.
- 28.15. Details on the administration of domestic travel are contained in the Authority's Official Travel Chief Executive Instruction and Travel Practical Guide.

29. Overseas Travel

- 29.1. 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.
- 29.2. International travel will be at business class wherever available for international flights.
- 29.3. Meal entitlements are based on rates adopted by the Authority for use within the Authority from time to time.
- 29.4. Accommodation entitlements are based on reasonable expenses as approved by the *Chief Executive*, for each trip.
- 29.5. Both meals and accommodation expenses are on an actual basis.

- 29.6. Conditions relating to overseas travel are contained in the Authority's Official Travel Chief Executive Instructions and Practical Travel Guide.

30. Frequent Flyer Points

- 30.1. In accordance with the Authority's Chief Executive Instructions, frequent flyer points accumulated as a result of travel on official business can be used only for official business purposes and not private purposes.

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 where ever possible to prior approval being obtained, meet reasonable additional personal costs arising from such work or travel subject to *Chief Executive'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.

determined by the *Chief Executive* to be in the interest of the Authority, will be eligible to be paid relocation costs.

- 32.2. The *Chief Executive* 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 of the employee and their 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;

- 32.3. Where an employee is required to perform duty interstate for a period of 21 days or longer, the employee and the *Chief Executive* will negotiate an agreed package of assistance to meet the additional costs incurred, which will include a one-off taxable payment of:
- a) \$500 for disturbance; and

- b) \$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 *Chief Executive* 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 *Chief Executive* may require a pro-rata refund of the costs of relocation incurred upon appointment.
- 32.6. The *Chief Executive* 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 Policy.

33. Flexibility Arrangements

- 33.1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- a) the agreement deals with 1 or more of the following matters:
 - i) Part B – Clauses 25, 28 and 32 of this Agreement;
 - ii) Parts C, D, E and F of this Agreement.
 - b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the employer and employee.
- 33.2. The employer 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 employer 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 employer 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
 - e) states the day on which the arrangement commences.
- 33.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 33.5. The employer 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 employer 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 mins per day, Monday to Friday.
- 34.2. The bandwidth during which employees may work is 7:00am to 7:00pm Monday to Friday. This bandwidth may be varied by agreement between the *Chief Executive* and an employee to assist in meeting the employees' 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 ten (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 thirty (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 will not be expected to work more than five consecutive 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.

35. Flexible Working Hours

- 35.1. Employees at or below the APS 6 level will have access to flexible hours (flex time) provisions. The operational requirements of some positions may preclude access to flex time provisions.
- 35.2. If a request for access to flex time provisions is refused, the responsible 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 (2) consecutive days within a pay period unless otherwise approved by a line 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 30 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 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. 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.
- 35.8. 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 from the employee's final fortnightly salary.
- 35.9. 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 normal working hours.
- 36.2. The Authority will take account of any risk to an employee's health 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 for a leave application.
- 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, 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. An Executive Level employee should not normally work in excess of ten (10) hours per day. Where situations in relation to excessive hours 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

- 37.1. The part-time employment Clause 37 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 *Chief Executive*,
- 37.3. Where an employee submits a request to enter into a regular part-time working arrangement, the *Chief Executive* will consider the personal reasons presented by the employee in support of the request and the Authority's operational requirements. Unless there are particular operational circumstances, the *Chief Executive* will view the request favourably.
- 37.4. Where a request to enter into a regular part-time working arrangement is refused, the *Chief Executive* will provide the employee with justification for the refusal in writing.
- 37.5. The *Chief Executive* will approve all requests for part-time work from employees returning from maternity, parental or adoption 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.
- 37.6. The *Chief Executive* will approve all requests for part-time work from employees who assume carer responsibilities for an immediate family or a member of the employee's household, other than where the request relates to Clause 37.5, 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 *Chief Executive* 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 period.
- 37.10. Details on the administration of part-time employment are contained in the Authority's Working Hours Policy.

38. Job Sharing

- 38.1. Subject to the written agreement of the *Chief Executive*, an employee may enter into a job sharing arrangement.

- 38.2. Where employees submit a request to enter into a job sharing arrangement, the *Chief Executive* 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 *Chief Executive* 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 *Chief Executive* 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 *Chief Executive* 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 ongoing arrangement, subject to review on a twelve (12) 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.
- 40.2. If any public holiday occurs during any paid PCS or recreation leave, the period of the public holiday is additional to any other leave entitlement and will not be deducted from the employees 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 (1) month's notice of intention to take periods of extended leave.
- 40.4. Any absence from the workplace must be approved by the *Chief Executive* 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 *Chief Executive*, 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. In circumstances where an employee is on approved paid leave (LSL, Recreation Leave, Purchased Leave or Flex Time Leave) 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.
- 40.8. Where a formal leave application is refused, the *Chief Executive* will provide the employee with written justification for the refusal.
- 40.9. On and from the commencement of the National Employment Standards, an employee engaged as 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*.
- 40.10. In circumstances where an employee has an extended period of approved leave (ie more than 26 weeks), excluding maternity, adoption and parental leave, the *Chief Executive* 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. An employee who returns from extended leave as above may be reassigned to duties at the same classification, commensurate with the responsibilities and duties assigned prior to commencing leave.

41. Recreation Leave

- 41.1. Employees will progressively accrue 150 hours (twenty working days) recreation leave, (pro rata for part-time employees) for each full year worked.
- 41.2. The approval of recreation leave will be dependent upon the operational requirements of the Authority; however approval will not be unreasonably withheld.
- 41.3. In the interests of health and safety, employees are encouraged to take recreation leave over significant periods of time. To provide a level of incentive for employees to use their leave in this manner, employees who take ten (10) or more continuous days' of recreation leave over a twelve month period will be entitled to an additional one day's leave (bonus leave day) which must be taken in conjunction with the continuous leave period. An employee is only entitled to one bonus leave day over any twelve (12) month period.
- 41.4. If a full time employee accrues more than forty (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 recreation leave is reduced. They must work together to develop a recreation 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.
- 41.5. If discussions between the employee and his or her manager do not result in a reduction of the accrued leave the *Chief Executive* may direct the employee to take one quarter of his or her leave balance subject to one calendar months notice. Employees may not be directed to take a payment in lieu of accrued leave. Before making a direction to take leave, the *Chief Executive* must:
 - a) consider the leave plans agreed to by the employee and the employee's supervisor under Clause 41.4; 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.
- 41.6. The employee may apply to take additional recreation leave at this time and the application will be considered favourably.
- 41.7. Recreation leave may be taken at half pay. Leave taken at half pay, in excess of 30 calendar days, will receive credit for service purposes at the rate of 50%.
- 41.8. An employee who has used his or her existing recreation leave credits or does not yet have a credit may, with the agreement of the *Chief Executive* , anticipate up to one (1) week of his or her next leave credit.

Cashing out recreation leave

- 41.9. Subject to written agreement by the *Chief Executive*, an employee may "cash out" up to two (2) weeks recreation leave per annum (or pro-rata for part time employees) each calendar year, provided that the employee's remaining

accrued entitlement to paid recreation leave will not be less than four (4) weeks.

- 41.10. An employee who is approved to cash out a portion of his or her recreation leave will have that period of leave deducted from his or her entitlements and will receive a 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.
- 41.11. An employee's ability to "cash out" a portion of his or her recreation leave is subject to the employee having twelve (12) months continuous employment with the Authority and having taken a minimum of two weeks (10 days) recreation leave during the previous 12 month period.

Purchasing additional recreation leave

- 41.12. Subject to agreement by the *Chief Executive*, an employee may purchase up to eight (8) weeks additional recreation leave per year. Approval of purchased leave will be dependent upon the operational requirements of the workplace.
- 41.13. The amount of leave purchased will be paid via a corresponding reduction in fortnightly pay across the course of one (1) year.
- 41.14. Purchased leave must be taken at a time agreed to by the employee and the *Chief Executive*. To facilitate the taking of purchased leave, the salary paid to an employee in receipt of purchased leave may be averaged over a twelve (12) month period.
- 41.15. Purchased leave taken, up to 30 calendar days per calendar year, will count as service. Days taken in excess of 30 calendar days will not count as service, but will not break continuity of service.
- 41.16. Purchased leave that remains untaken 12 months from the date of purchase 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 recreation leave are contained in the Authority's Leave Policy.

42. Christmas/New Year Attendance

- 42.1. Employees will not be required to attend the Authority 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 recreation leave or flex credits over this period.
- 42.2. 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 two hours.
- 42.3. 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.
- 42.4. 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 64.

43. Personal Circumstance and Support Leave (PCS)

- 43.1. On engagement, full time employees are entitled to an opening PCS credit of twenty (20) days (pro-rata for part-time employees). Subsequent PCS leave credits of twenty (20) days (pro-rata for part-time employees) will be provided on each anniversary of appointment.
- 43.2. 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) additional bereavement leave;
 - f) significant damage or risk to home or contents;
 - g) moving house.
- 43.3. Reasonable and legitimate requests for PCS leave will be approved by the *Chief Executive*. In relation to circumstances covered under 43.2 a) and b), when giving approval, the *Chief Executive* will require a medical certificate or other relevant supporting evidence where more than three (3) consecutive days have been taken.
- 43.4. In circumstances covered under 43.2 a) and b) the *Chief Executive* 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 relevant supporting evidence
- 43.5. The *Chief Executive* 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 the employee's immediate family or a member of the employee's household who is ill, injured or have an ongoing medical condition;
 - c) meeting family responsibilities of an emergency, short-term and unscheduled nature;
- 43.6. The *Chief Executive* may approve a request for unpaid PCS leave for a variety of personal circumstances where PCS leave has been exhausted.
- 43.7. The *Chief Executive* 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.
- 43.8. In special circumstances, the *Chief Executive* 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.
- 43.9. Unpaid PCS leave counts as service for all purposes unless the total period of paid and/or unpaid leave for personal illness exceeds a continuous period of seventy eight (78) weeks. In this circumstance, any unpaid PCS Leave for personal illness beyond seventy eight (78) weeks does not count as service for any purpose.
- 43.10. Where a continuous period of PCS leave exceeds four (4) weeks the Authority may require an employee to undergo an examination by an independent medical practitioner to determine the employee's fitness for work or may require the employee to provide other appropriate evidence of his or her illness or injury.
- 43.11. The *Chief Executive* 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.
- 43.12. The *Chief Executive* may, at the request of an employee, authorise the conversion of PCS leave to PCS leave on half pay for a specified period.
- 43.13. Unused PCS leave will accumulate, but will not be paid out on an employee's termination of employment.
- 43.14. Details on the administration of PCS leave are contained in the Authority's Leave Policy.

44. Bereavement and Compassionate Leave

- 44.1. If a person who is a member of the employee's immediate family or household contracts or develops a personal illness that poses a serious threat to his or her life, compassionate leave of up to two days – on each occasion – is to be granted to the employee on application. Leave is at full pay and counts as service.
- 44.2. An employee may be required to provide reasonable evidence to the *Chief Executive* in support of an application for compassionate leave.

- 44.3. If a person who is a member of the employee's immediate family or household dies, leave of up to three days - on each occasion – is to be granted to the employee on application. Leave is at full pay and counts as service.
- 44.4. On and from the commencement of the National Employment Standards, an employee engaged on an irregular and intermittent basis will be entitled to unpaid compassionate leave in accordance with Subdivision C of Division 7 of Chapter 2 of the *Fair Work Act 2009*.

45. Transfer of Leave

- 45.1. Where an employee joins the Authority from another APS Agency (under the *Public Service Act 1999*), the Australian Parliamentary Service or the ACT Public Service, all unused accrued leave that the employee has on transfer from the relevant Agency or Service will be recognised, provided there has been no break in continuity of service.
- 45.2. The *Chief Executive* 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.

46. Recognition of prior service for leave purposes

- 46.1. Provisions for the recognition of prior service for Long Service Leave purposes are set out in the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 46.2. An employee who was previously employed by a State or Territory Government is entitled to have his or her period of service recognised for the purposes of eligibility for Maternity Leave, Adoption Leave and Parental Leave.
- 46.3. For the purposes of recognition of prior service, where an employee has a break in service of:
- a) twelve months or more for employees covered under the *Long Service Leave (Commonwealth Employees) Act 1976*; or
 - b) two months or more for employees who transition from the former Murray Darling Basin Commission and who are covered under the *Long Service Leave Act 1976 (ACT)*.

service prior to the break will not be recognised.

47. Defence Reservist Leave

- 47.1. Leave will be granted to an employee, who is a member of the Defence Reserve, to undertake Defence Force training and/or service.
- 47.2. The period of Defence Reserve leave available shall be 20 working days per year with pay which may accumulate and be taken over a two year period. An additional 2 weeks leave with pay will be available for the purposes of attending recruit/initial employment training.
- 47.3. The *Chief Executive* may grant additional leave, with or without pay, for Defence Force requirements, including deployment.

- 47.4. All leave granted for Defence Reserve purposes shall count as service for all purposes with the exception that a period or periods of leave without pay in excess of six months does not count as service for recreation leave purposes.
- 47.5. Employees who are members of the Defence Reserve may also apply for recreation leave, long service leave or flex leave for Defence Reserve purposes.
- 47.6. Details on the administration of the leave are contained in the Authority's Leave Policy.

48. Emergency Services, Jury and Crown Witness Leave

- 48.1. An employee who is a member of emergency services and is required to undertake those duties in times of emergencies will be provided with additional paid leave, including travelling and recovery time, for this purpose.
- 48.2. An employee who is a member of emergency services and is required to undertake training and ceremonial duties will be provided with unpaid leave, including travelling time, for this purpose.
- 48.3. 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.
- 48.4. Any fees paid to employees undertaking jury service during normal working hours will be deducted from payments for leave for the period.
- 48.5. Details on the administration of the leave are contained in the Authority's Leave Policy.

49. Maternity Leave

- 49.1. 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*.
- 49.2. 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.
- 49.3. An employee who is entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* is also entitled to an additional two weeks of paid maternity leave to be taken immediately following the first 12 weeks of Maternity Leave.
- 49.4. To be eligible to receive paid maternity leave, an employee must have twelve (12) months of continuous service, including service with the former Murray-Darling Basin Commission, as defined under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 49.5. 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.

- 49.6. 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, but do not break the employee's continuity of service.
- 49.7. To provide for more flexible administration of maternity leave, an eligible employee may convert the fourteen (14) weeks of full pay to twenty eight (28) weeks half pay. A maximum of fourteen (14) weeks will count as service for all purposes.
- 49.8. The mandatory period of absence, as defined under the *Maternity Leave (Commonwealth Employees) Act 1973*, will apply except where an employee provides the *Chief Executive* 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 *Chief Executive* may give the employee permission, in writing, to continue to perform duty until and including that date.

50. Parental Leave

- 50.1. A non primary carer is entitled to four (4) weeks paid parental leave to count as service and forty-eight (48) weeks of unpaid leave, not to count as service, within twelve (12) months from the birth of his or her child or in the case of an adopted child the day on which the employee assumes responsibility for the child. The period of paid leave may be taken consecutively or as four periods of one week each, unless otherwise negotiated with the *Chief Executive*.
- 50.2. To be eligible to receive paid parental leave, an employee must have twelve (12) months of continuous service including service with the former Murray-Darling Basin Commission.
- 50.3. Following the commencement of the National Employment Standards, an employee, who is a primary carer, may request with four (4) 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*.
- 50.4. An employee who is accessing maternity leave is not eligible for parental leave.
- 50.5. Unpaid parental leave does not count as service for any purpose, but does not break the employee's continuity of service.

51. Adoption Leave

- 51.1. An employee who adopts a child and has or will have responsibility for that child is entitled to a maximum of one hundred and thirty (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.
- 51.2. To be eligible to receive paid adoption leave, an employee must have twelve (12) months of recognised continuous service, including service with the former Murray-Darling Basin Commission, and be the primary care giver of that child.
- 51.3. Following adoption approval, an employee who is the primary carer of the child is entitled to 14 weeks of paid adoption leave.

- 51.4. Adoption leave is available from one month prior to the date of placement of a child and must be taken as a single, unbroken period.
- 51.5. Eligible non-ongoing employees on adoption leave may access adoption leave arrangements until the contract expires, or the adoption leave ceases, whichever occurs first.
- 51.6. 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, but do not break the employee's continuity of service.
- 51.7. To provide for more flexible administration of adoption leave, an eligible employee may convert the fourteen (14) weeks of full pay to twenty eight (28) weeks half pay.
- 51.8. A maximum of fourteen (14) weeks will count as service for all purposes.

52. Return to work after Maternity, Adoption or Parental Leave

- 52.1. An employee is entitled to return to work from maternity, adoption or parental leave at the substantive level and position held immediately prior to commencing leave, except if the employee:
- a) transferred to another job because of the pregnancy, the relevant position is the position held immediately before the transfer;
 - b) began working part-time because of the pregnancy, in which case the relevant position is the position held immediately prior to the commencement of part-time work; and
 - c) immediately before starting maternity or adoption leave, was acting in or temporarily performing the duties of a position, the relevant position is the position held by the employee immediately before taking the acting or temporary position.
- 52.2. As outlined in 37.5, the *Chief Executive* will approve all requests for part-time work from employees returning from maternity, parental or adoption 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.

53. Long Service Leave

- 53.1. 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.
 - 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)*.
- 53.2. LSL must be taken in a minimum block of :

- a) seven (7) consecutive calendar days for employees covered under the *Long Service Leave (Commonwealth Employees) Act 1976*; or
 - b) five (5) consecutive working days for employees who are covered under the *Long Service Leave Act 1976 (ACT)*.
- 53.3. 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 twelve (12) months is lower.
- 53.4. Part-time employees will accrue LSL on a pro rata basis for the period of part-time service.
- 53.5. LSL may be taken at half pay.
- 53.6. Periods of LSL cannot be broken with periods of Recreation Leave, except as provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 53.7. Details on the administration of LSL is contained within the Authority's Leave policy.

54. Leave without Pay

- 54.1. Leave without pay, other than in the case of maternity, parental and adoption leave or in accordance with a *Prime Ministers Public Service Direction*¹, may, subject to operational requirements, be granted by the *Chief Executive* to assist an employee to better balance his or her work and personal responsibilities. Such leave would normally be short term of up to one (1) year.
- 54.2. Periods of leave without pay greater than 30 calendar days per calendar year will not be counted as service, but will not break continuity of service
- 54.3. In circumstances where leave without pay (other than in the case of maternity, adoption and parental leave) is granted for an extended period (greater than 26 weeks), the *Chief Executive* 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. On return to work the employee may be reassigned to duties commensurate with his or her substantive level, responsibilities and duties assigned prior to commencing leave.
- 54.4. Details on the administration of leave without pay are contained in the Authority's Leave Policy.

55. Other Leave

- 55.1. The *Chief Executive* may grant employees other 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;

¹ The Prime Ministers Public Service Direction specifies when approval of leave without pay must be granted

- c) participation in international sporting events;
 - d) ceremonial.
- 55.2. Requests for other 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.
- 55.3. Details on the administration of other leave are contained in the Authority's Leave Policy.

56. Public Holidays

- 56.1. Authority employees will observe the following public holidays each year and will be paid salary as if that day were not a public holiday and the employee would have ordinarily worked on that day:
- a) 1 January, New Year's Day, or if that day falls on a Saturday or Sunday, the following Monday;
 - b) 26 January, Australia Day, or if that day falls on a Saturday or Sunday, the following Monday;
 - c) Good Friday, Easter Saturday and Easter Monday;
 - d) Anzac Day – 25 April or, where another day is substituted by State or Territory governments, that day;
 - e) in each State and Territory, the day observed to celebrate the anniversary of the birthday of the Sovereign;
 - f) Labour Day or equivalent (Eight Hour Day/ May Day) as declared by State and Territory Governments;
 - g) Christmas Day, or if 25 December falls on a Saturday or Sunday, 27 December;
 - h) Boxing Day, or if that day falls on a Saturday or Sunday, 28 December;
 - i) Additional local public holidays legislated, declared, gazetted or otherwise prescribed as a holiday in a State, Territory or locally.
- 56.2. An employee and the *Chief Executive* may come to an agreement to substitute any holiday prescribed above for a cultural or religious day of significance to the employee.
- 56.3. Where a public holiday occurs in a period of paid recreation or PCS leave, the public holiday will not be deducted from the employee's recreation or PCS leave credits. Where an employee is on leave without pay on either side of a public holiday no payment will be made for the public holiday.

E. CLASSIFICATION AND REMUNERATION

57. Classification

- 57.1. The classification structure for the Authority is set out in Schedule A.
- 57.2. Broadbands may be created during the life of this Agreement under the following facilitative provisions:
- a) the *Chief Executive* 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.

58. Annual Salary Increases

- 58.1. 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 3.25% as detailed in Schedule A; and
 - b) with effect from 12 months after the commencement of this Agreement, by 3.25% as detailed in Schedule A.
- 58.2. Salary ranges to apply during the period of operation of this Agreement are set out in Schedule A.
- 58.3. Details on the administration of these increases are contained in the Authority's Remuneration Policy.

59. Payment of salary

- 59.1. Employees will be paid fortnightly by electronic funds transfer into a financial institution account of their choice.
- 59.2. The fortnightly rate of pay is calculated using the following formula:

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

- 59.3. Salary for part-time employees will be calculated on a pro-rata basis commensurate to their approved hours.
- 59.4. 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.

60. Salary on Movement

- 60.1. The normal commencement salary when an employee is engaged, promoted or transfers to the Authority will be the lowest salary point of the classification applicable to the position he or she moves or is engaged to. The *Chief Executive* 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;
 - b) the relevant employment market for the employee's skills and experience; and
 - c) other relevant factors.

61. Salary Progression

- 61.1. 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).
- 61.2. The *Chief Executive* may increase an employee's salary from time to time.
- 61.3. 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 performance rating of 'satisfactory - meets job requirements' or 'exceeds job requirements' or as otherwise defined in an equivalent way 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.
- 61.4. 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 Performance Management and Development Scheme, where he or she has:
- a) achieved a performance rating of 'superior performance' or as otherwise defined in an equivalent way 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.
- 61.5. Employees on the top of their substantive salary range who receive a 'superior performance' rating, may be recommended to be paid a single performance bonus of \$1,000, to be endorsed by the *Chief Executive*.

- 61.6. 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 performance rating of 'satisfactory - meets job requirements' or higher, and has either:
 - iv) performed higher duties for a period of at least 12 months (in continuous or broken periods) prior to the annual assessment; or
 - v) 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 performance rating of 'satisfactory - meets job requirements' or higher and has completed a minimum of six months duty (including periods of paid leave) at the substantive classification or higher.
- 61.7. An employee who receives a 'Performance Needs Development' performance rating will not be eligible for salary advancement on 1 July. In accordance with the Authority's policy and guidelines on Managing Underperformance a Performance Improvement Plan will be developed in consultation with the employee and his or her manager for a period not exceeding three months, after which the employee's performance will be reassessed.
- 61.8. If, on completion of the three month review period, the employee's performance is rated as 'satisfactory - meets job expectations' or above, he or she will be eligible to receive an increment effective from the date of completion of the Performance Improvement Plan.
- 61.9. If, on completion of the three month review period the employee's performance is rated as 'Performance Needs Development', action will commence in line with the Authority's policy and guidelines on managing underperformance.

62. Salary Packaging

- 62.1. An employee may access salary packaging and may package up to 100 percent of his or her substantive salary excluding allowances.
- 62.2. 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 entering into any salary sacrificing arrangement.
- 62.3. 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.
- 62.4. Any fringe benefits tax and administrative costs incurred in relation to an employee's salary packaging arrangement will be met by the employee.
- 62.5. Further detail regarding the administration of salary packaging arrangements are contained in the Authority's Remuneration Policy.

63. Overtime

63.1. 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. 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.

63.2. In exceptional circumstances, which will include operations in accordance with the River Murray Emergency Action Plan and River Murray Duty Operators, the *Chief Executive* may approve the payment of overtime or time off in lieu (in accordance with Clause 63.1) to Executive Level employees.

63.3. The rate of payment for overtime will be:

Monday to Saturday

for the first 3 hours of time worked, 1½ times Salary; and
for time worked over 3 hours, 2½ times Salary.

Sunday

for time worked, 2 times Salary

Public Holidays

for time worked during a standard working day, 2½ times Salary; and
for time worked outside a standard working day, 3½ times Salary.

63.4. The hourly rate for overtime shall be calculated as:

$$\text{Hourly Rate} = \frac{\text{Annual Salary} \times \frac{12}{313}}{73.5}$$

63.5. 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 of \$21.50.

63.6. Where an employee is required to work overtime, the *Chief Executive* 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.

63.7. Details on the administration of Meal Allowance and meal periods are contained in the Authority's Remuneration Policy.

64. Out of Hours Restriction

64.1. If employees at or below the APS 6 level are 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 - 10.0%;
 - c) where out hours restriction occurs on public holidays - 15%.
- 64.2. 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.
- 64.3. In exceptional circumstances, other than those detailed in Clause 64.2, the *Chief Executive*, may approve the payment of out of hours restriction allowance to Executive Level employees.
- 64.4. Where an employee is contacted while subject to out of hours restrictions, and is required to perform extra duty, overtime arrangements will, in accordance with Clause 63, apply including a minimum payment of four hours.

65. Superannuation

- 65.1. 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.
- 65.2. Salary for superannuation purposes will be the higher of:
- a) an amount agreed to by the employee and the *Chief Executive*; 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").
- 65.3. If an employee elects to join a superannuation scheme other than those listed in Clause 65.2, the employer contribution rate will be as specified for the PSSap, currently 15.4%.
- 65.4. The Authority will continue to meet the employer contribution for employees who transitioned from MDBC who have existing memberships of defined benefit schemes.

66. Graduates

- 66.1. An Authority graduate will be engaged as an ongoing employee at a pay point in the MDBA Graduate Broadband (APS Level 3-4) as set out in Table 2 of Schedule A.
- 66.2. On successful completion of his or her training program, a graduate will be assessed for advancement within the MDBA Graduate Broadband.
- 66.3. A graduate will not be entitled to Higher Duties Allowance during the course of his or her training program.
- 66.4. Details regarding the Program are included in the Graduate Policy and Guidelines.

67. Trainee APS Employees

- 67.1. A trainee APS employee will undertake a course of training determined by the *Chief Executive* and be paid a percentage of the minimum of the APS1 salary band listed in Table 1 of Schedule A, rounded to the nearest dollar, and having regard to schooling completed and the predetermined average proportion of time to be spent in approved training. The relevant percentages are listed in Table 3 of Schedule A.
- 67.2. On successful completion of their training requirements, a Trainee APS employee will be engaged as an ongoing employee and paid at the minimum of the APS1 salary band as listed in Table 1 of Schedule A.

68. Cadets

- 68.1. An APS Cadet or Indigenous Cadet will be paid as a percentage of the minimum pay point of the MDBA Cadet Broadband (APS Level 1-3) as set out in Table 4 of Schedule A as follows:
 - a) for full-time study – 57%;
 - b) for practical training – 100%.
- 68.2. On successful completion of their training requirements, a Cadet will be engaged as an ongoing employee and advanced to the minimum pay point of the APS 3 classification within the MDBA Cadet Broadband.

69. Supported Wage System

- 69.1. 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%

- 69.2. 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, currently \$71 per week.

70. Salary on Reduction

- 70.1. Where an employee requests, in writing, to temporarily perform duties at a lower classification level, the *Chief Executive* 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.
- 70.2. Where an employee is reduced in classification, in determining salary within the lower classification, the *Chief Executive* will take into account the salary point achieved at the higher level in determining the salary point at the lower classification level.
- 70.3. Where a reduction in classification relates to a breach of the APS Code of Conduct the *Chief Executive* may determine a salary rate at any pay point within the pay range for the new classification.

71. Payment on Death

- 71.1. Where an employee dies, or the *Chief Executive* has directed that an employee has 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.

F. ALLOWANCES

72. Salary for Superannuation

- 72.1. Allowances paid to an employee which are considered, subject to CSS, PSS and PSSap rules, as salary for superannuation purposes include:
- 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);
 - b) an allowance payable, including extended higher duties allowance payable for a period exceeding twelve months; or
 - c) it is confirmed by the *Chief Executive* there is a likelihood (that is, there is a better than 50% chance) that the employee will receive the allowance for a continuous period of not less than 12 months.

73. Higher Duties Allowance

- 73.1. 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 *Chief Executive* 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.
- 73.2. The selection of an employee from across the organisation, 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 assignment and required organisational outcomes.
- 73.3. 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.
- 73.4. If an employee is temporarily assigned duties at a higher classification for a period of five (5) working days or more, the employee will be entitled to payment of a higher duties allowance (HDA). The allowance is the difference between their normal salary and the salary for the higher classification, which will normally be the first salary point in the higher classification.
- 73.5. 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.
- 73.6. 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 *Chief Executive* determines that the employee would have continued on temporary assignment of duties but for the leave.
- 73.7. Where higher duty periods of three months or more are likely, the vacancy is to be advertised internally.
- 73.8. 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 (3) 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.
- 73.9. The normal rate of pay for HDA will be 100% of the salary at the higher classification. Where less than 100% of the duties will be performed those duties will be identified and agreed in writing and the rate of pay reduced accordingly.
- 73.10. Details on the administration of HDA are contained in the Authority's Higher Duties Policy

74. Other Allowances

- 74.1. If an employee is assigned the role of First Aid Officer the employee will be entitled to an allowance of \$27 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.

- 74.2. If an employee is assigned the role of Fire Warden, the employee will be entitled to an allowance of \$27 per fortnight in recognition of the particular responsibilities.
- 74.3. If an employee is assigned the role of Health and Safety Representative (HSR), the employee will be entitled to an allowance of \$27 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.
- 74.4. If any employee is assigned the role of Harassment Contact Officer the employee will be entitled to an allowance of \$27 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 Harassment Contact Officer training.
- 74.5. Where an employee holds 2 or more roles (e.g. the employee is the Fire Warden and the Health & Safety Representative) he or she is only entitled to one allowance.

75. Reimbursement for Loss or Damage

- 75.1. 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 *Chief Executive* may approve the payment of reasonable repair or replacement costs.

G. TERMINATION OF EMPLOYMENT

76. Payment of Accrued Leave

- 76.1. 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 recreation leave credits; and
 - b) unused accrued LSL in accordance with:
 - the *Long Service Leave (Commonwealth Employees) Act 1976*; or
 - the *Long Service Leave Act 1976 (ACT)* for employees who transitioned from the former Murray Darling Basin Commission.
- 76.2. HDA is included as salary for all purposes for payment in lieu of recreation leave and LSL where the temporary reassignment of duties would have continued beyond the date of termination.

77. Resignation

- 77.1. 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 *Chief Executive*. Details on the administration of separation arrangements are contained in the Authority's Separation Policy.

78. Phased Retirement

78.1. Where an employee confirms in writing his or her intention to retire within the following two years, the *Chief Executive* may approve a request from an 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;
- f) flexible leave options.

79. Notification and Review of Termination

79.1. 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:

- Division 11 of Part 2-2 of Chapter 2 of the *Fair Work Act 2009*;
- Part 3-2 of Chapter 3 of the *Fair Work Act 2009*;
- Division 2 of Part 3-6 of the *Fair Work Act 2009*;
- Part 6-4 of Chapter 6 of the *Fair Work Act 2009*;
- Item 4 of Part 2 of Schedule 4 of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*;
- other Commonwealth laws (including the Constitution); and
- common law.

79.2. 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*.

79.3. 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 the Misconduct 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

80. Principles

- 80.1. The following process applies to ongoing employees who are not on probation.
- 80.2. 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 locality and the *Chief Executive* has determined that the provisions of this Clause apply to that employee.
- 80.3. If an employee is excess or potentially excess, the *Chief Executive* will take all reasonable steps, consistent with efficient operational requirements, to transfer the employee to a suitable vacancy at an equal classification level within the Authority or in another APS agency. As an excess or potentially excess employee, the employee will take all reasonable steps to identify and apply for suitable vacancies at an equal classification level.
- 80.4. An excess employee who is an applicant for a vacancy in Authority at or below the employee's substantive level will be considered in isolation from and not in competition with, other applicants.
- 80.5. Discussions will be held with the 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 *Chief Executives* discretion.

81. Notification of Potentially Excess Status

- 81.1. The *Chief Executive* will advise an employee if he or she is likely to become excess at the earliest practicable time.
- 81.2. The *Chief Executive* 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*.

82. Voluntary Redundancy

- 82.1. 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.
- 82.2. 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;
 - f) the taxation rules applicable to each form of payment.
- 82.3. 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.
- 82.4. The one-month consideration period can be reduced by agreement between the employee and the *Chief Executive* as long as the employee has received the information outlined in Clause 82.2. Unless the employee agrees to reduce the one-month period, notice of termination will not occur before the end of that one-month period.

83. Redundancy Payments

- 83.1. 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 82.4.
- 83.2. An excess employee who elects for voluntary redundancy which is accepted by the Authority and whose employment is terminated by the *Chief Executive* 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 84.6 and 84.7 for those employees who transitioned from the former Murray Darling Basin Commission;
 - c) payment in lieu of LSL (for employees with a minimum of one year's service) and annual leave credits.

83.3. If an employee elects for voluntary redundancy, and this is accepted by the Authority, the *Chief Executive* 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.

84. Calculating Redundancy Payments

84.1. 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.

84.2. The redundancy payment will be calculated on a pro rata basis for any period where the employee has worked part-time hours during their period of service and he or she has less than 24 years full time service.

84.3. Subject to Clauses 84.4 and 84.5 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.

84.4. 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.

84.5. 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

84.6. 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 on the date this Agreement commences. Any further severance benefit accruals will be at the standard APS rate of two weeks per year up to a maximum of 48 weeks.

84.7. 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.

85. Involuntary Redundancy

85.1. 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.

85.2. 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 and thirteen months.

86. Retention Period

86.1. A retention period of thirteen (13) months where an employee has twenty (20) or more years of service or is over 45 years of age; or seven (7) for other employees commences on the day after the expiration of the consideration period in relation to voluntary redundancy.

86.2. Where there is insufficient productive work available for an employee during the retention period, the *Chief Executive* may, with the employee's agreement, terminate their employment before the end of the retention period and pay the balance of the retention period to the employee as a lump sum.

86.3. During the retention period the *Chief Executive*:

- (a) will assist with attempts to find alternative employment; *and/or*
 - (b) may, on request, provide assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment;
 - (c) 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.
- 86.4. The retention period will not be extended by any periods of paid or unpaid leave. The *Chief Executive* 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.
- 86.5. 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.

Schedule A

Table 1. General Employee Classifications

APS Classification	As at 18 Oct 2008	Effective from commencement date	Effective from 12 months from commencement
EL 2	115,187	118,931	122,796
	111,125	114,737	118,466
	109,281	112,833	116,500
	103,349	106,708	110,176
	97,738	100,914	104,194
EL 1	92,433	95,437	98,539
	88,736	91,620	94,598
	84,021	86,752	89,571
	79,555	Delete	Delete
APS 6	77,217	79,727	82,318
	74,788	77,219	79,728
	72,437	74,791	77,222
	70,159	72,439	74,793
APS 5	67,955	70,164	72,444
	65,818	67,957	70,166
	63,749	65,821	67,960
	61,745	63,752	65,824
APS 4	59,742	61,684	63,688
	58,114	60,003	61,953
	56,532	58,369	60,266
	54,992	56,779	58,625
APS 3	53,494	55,233	57,028
	52,037	53,728	55,474
	50,620	52,265	53,964
	49,240	50,840	52,493
	47,899	Delete	Delete
APS 2	46,592	48,106	49,670
	45,297	46,769	48,289
	44,038	45,469	46,947
	42,813	44,204	45,641
	41,622	Delete	Delete
APS 1	40,464	41,779	43,137
	39,338	40,616	41,937
	38,244	39,487	40,770
	37,180	38,388	39,636
	36,146	Delete	Delete

Table 2. MDBA Graduate Broadband

APS Classification	Pay Point	As at 18 Oct 2008	Effective from commencement date	Effective from 12 months from commencement
APS 4	APS4 max	59,742	61,684	63,688
	APS4 min	54,992	56,779	58,625
APS 3	APS3 max	53,494	55,233	57,028
	APS3 min	47,899	50,840	52,493

Table 3. Trainee APS Classification

Years out of school	Year of schooling completed		
	Year 10	Year 11	Year 12
School Leaver	40%	45%	56%
plus one year out of school	45%	56%	65%
plus two years	56%	65%	73%
plus three years	65%	73%	80%
plus four years	73%	80%	80%
plus five years or more	80%	80%	80%

Table 4. MDBA Cadet Broadband

APS Classification	Pay Point	As at 18 Oct 2008	Effective from commencement date	Effective from 12 months from commencement
APS 3	APS3 max	53,494	55,233	57,028
	APS3 min	47,899	50,840	52,493
APS 2	APS2 max	46,592	48,106	49,670
	APS2 min	41,622	44,204	45,641
APS 1	APS1 max	40,464	41,779	43,137
	APS1 min	36,146	38,388	39,636

Glossary

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

Agency Head means the Chief Executive of the Murray-Darling Basin Authority.

Agreement means the Murray-Darling Basin Authority Enterprise Agreement 2009 – 2011.

APS means the Australian Public Service.

APSC means the Australian Public Service Commission.

Assessment Period –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.

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
- 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.

Exceeds Job Requirements means an employee has delivered better than expected results against many of the targets and behaviours established in the individual PMDS agreement and

often operated at a higher standard than specified by the job description and the MDBA Capability Framework.

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 *Chief Executive* has determined that the provisions of this Clause apply to that employee.

Executive means the Chief Executive and Division Heads collectively.

FWA means the *Fair Work Act 2009* as amended from time to time.

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.

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.

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) a disease suffered by an employee; or
- (b) 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:

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

Immediate Family means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

The *Chief Executive* may consider that the definition of 'immediate family' be extended for a particular decision involving an employee where exceptional circumstances exist. This might include an employee who lives alone and has no-one to nominate as 'immediate family', may nominate one person, in similar circumstances, for the purposes of caring responsibilities.

Another example may be 'kinship' family for the purposes of bereavement leave.

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:

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

Manager means an employee who has responsibility for overseeing, monitoring, managing, directing or supervising a Section, Branch or Division, noting that a manager will also supervise employees.

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; 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,
- 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 Chief Executive 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.

Partner/Spouse means, in relation to a person who is a member of a couple, the other member of a couple without discrimination as to sexual preference.

Pay period is a fortnight Thursday to Wednesday paid in arrears

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.

Satisfactory performance – means an employee has achieved the targets and behaviours established at the commencement of the PMDS cycle and/or operated at the standard specified on the job description and the MDBA Capability Framework.

Serious Misconduct means:

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

Conduct that is serious misconduct includes each of the following:

- (a) the employee, in the course of the employee's employment, engaging in:
 - (i) theft; or
 - (ii) fraud; or
 - (iii) assault;
- (b) the employee being intoxicated at work;
- (c) 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 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.

Superior performance – means an employee has consistently delivered excellent results against the targets and behaviours established in the individual PMDS Agreement and consistently operated at a level significantly higher than specified by the job description and the MDBA Capability Framework.

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 Chief Executive (delegate) which may include practical and course-based work.

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

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