Murray–Darling Basin Authority
Enterprise Agreement 2017–2020
Effective 10 July 2017

Note – This agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.
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FORMAL ACCEPTANCE OF THE ENTERPRISE AGREEMENT 2017-2020

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

For the Murray-Darling Basin Authority (MDBA):

Phillip Glyde
Chief Executive
16/06/2017

As bargaining representatives for the management of the MDBA:

Colin Mues
Jo Schumann
16/06/2017 16/06/2017

As bargaining representatives for the employees of the MDBA:

Donna Peel
Peter Hyde
16/06/2017 16/06/2017

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

As bargaining representatives for members of employee organisations:

David Smith for
Director ACT for
Professionals Australia
7 Napier Close
Deakin ACT 2600
16/06/2017

Beth Vincent-Pietsch
Deputy Secretary for the
Community and Public Sector Union
1/40 Brisbane Avenue,
Barton ACT 2600
19/6/2017
A. GENERAL MATTERS

1. Title

1.1. This Agreement shall be known as the Murray–Darling Basin Authority Enterprise Agreement 2017-2020.

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. This Agreement sets out the terms and conditions of employment of employees who are covered by this Agreement. This Agreement is to assist the MDBA in achieving its purpose, vision, and strategic goals, as reflected in the MDBA’s Corporate Plan from time to time.

3.2. The MDBA will facilitate a cooperative and consultative workplace through the consultation arrangements at Clause 8.

3.3. The role of workplace representatives, including union delegates and employee representatives, will be respected and facilitated, in accordance with the Fair Work Act 2009.

3.4. This Agreement recognises the challenges and opportunities the MDBA and its staff have in further developing an independent statutory agency that delivers valued services to Parliament, government agencies, private entities, interest groups and the public while also offering a welcoming and flexible workplace in which staff have the opportunity to develop their skills and expertise.

4. Coverage

4.1. The persons covered by this Agreement are:

   a) the Chief Executive of the MDBA for and on behalf of the Commonwealth of Australia as the employer; and

   b) the employees of the MDBA employed under the Public Service Act 1999.

4.2. This Agreement sets out the terms and conditions of ongoing and non-ongoing employees of the MDBA but does not cover:

   a) substantive Senior Executive Service staff of the MDBA; or

   b) persons whose salary is paid by another employer or government agency.
5. Commencement and Duration

5.1. This Agreement will commence seven days after the agreement is approved by the Fair Work Commission (FWC).

5.2. The nominal expiry date of this Agreement is three years after commencement.

6. Operation

6.1. Policies and guidelines will support the operation of this Agreement, and while they may be referred to in this Agreement, they do not form part of this Agreement and, if there is any conflict, this Agreement will prevail over guidelines, policies and procedures.

6.2. The MDBA and its employees agree that such policies and guidelines will be available to all employees and will be updated as necessary following reasonable consultation.

6.3. 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:

- *Fair Work Act 2009;*
- *Long Service Leave (Commonwealth Employees) Act 1976;*
- *Long Service Leave Act 1976 (ACT);*
- *Maternity Leave (Commonwealth Employees) Act 1973;*
- *Public Service Act 1999;*
- *Safety, Rehabilitation and Compensation Act 1988;*
- *Superannuation Act 1976;*
- *Superannuation Act 1990;*
- *Superannuation Act 2005;*
- *Superannuation (Productivity Benefit) Act 1988;*
- *Superannuation Guarantee (Administration) Act 1992; and*

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.
8. Consultation and Communication

8.1. Where a definite decision is made to introduce a major change to production, program, organisation, structure or technology that is likely to have significant effect on employees, or there is a proposal to introduce a change to the regular roster or ordinary hours of work of employees, the MDBA must notify employees who may be affected by the major change or the proposed change to roster or ordinary hours and their representatives, if any.

8.2. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the MDBA, the requirements set out in clause 8.1, clause 8.5 and paragraphs a) and b) of clause 8.3 are taken not to apply.

8.3. As soon as practicable after making a definite decision to introduce major change the MDBA must:

a) discuss with the relevant employees who may be affected by the change:
   i) the introduction of the change; and
   ii) the effect the change is likely to have on the employee(s); and
   iii) measures the MDBA is taking to avert or mitigate the adverse effect of the change on the employee(s); and

b) provide, for the purposes of such discussion, all relevant information in writing about the change including the nature of the change proposed, the expected effects of the changes on employees and any other matters likely to affect the employees, to the employees concerned and their representatives, if any; and

c) give prompt and genuine consideration to matters raised by the employees, and/or their representatives if any, in relation to the changes.

8.4. Major change is likely to have a significant effect on employees if it results in

a) the termination of employment of employees; or

b) major change to the composition, operation or size of the MDBA’s workforce or in 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.
8.5. If:

a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

b) the employee or employees advise the MDBA of the identity of the representative;

The MDBA must recognise the representative.

8.6. As soon as practicable after proposing to introduce a change to regular roster or ordinary hours of work, the MDBA must:

a) discuss with the relevant employees and their representatives, if any, the introduction of the change and for the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided:

i) all relevant information about the change, including the nature of the change; and

ii) information about what the MDBA reasonably believes will be the effects of the change on the employees; and;

iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

b) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and

b) give prompt and genuine consideration to matters raised about the change by the employees, and their representatives if any.

8.7. The MDBA is not required to disclose confidential or commercially sensitive information to employees.

9. Resolution of Agreement Disputes

9.1. If a dispute relates to:

a) a matter arising under the agreement; or

b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

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

9.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
9.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

9.5. The FWC may deal with the dispute in two stages:

   a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

   b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:

      i) arbitrate the dispute; and

      ii) make a determination that is binding on the parties.

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

A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.

9.6. While the parties are trying to resolve the dispute using the procedures in this clause:

   a) an employee must continue to perform their normal work as they would unless they have a reasonable concern about an imminent risk to their health or safety; and

   b) an employee must comply with a direction given by the MDBA to perform other available work at the same workplace, or at another workplace, unless:

      i) the work is not safe; or

      ii) applicable work health and safety legislation would not permit the work to be performed; or

      iii) the work is not appropriate for the employee to perform; or

      iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

10. Review of Actions

10.1. Nothing in this Agreement will prevent an employee from exercising their rights under Section 33 of the Public Service Act 1999 to seek a review of an employment related decision.
11. Employee Consultative Committee

11.1. In any matter arising under this Agreement an employee has the right to representation and any such representation will be recognised.

11.2. To facilitate representation of employees, the MDBA will maintain an Employee Consultative Committee (ECC) as a forum through which the Chief Executive consults with employees.

11.3. The MDBA will consult with, and take into account the views of, the ECC on issues surrounding the implementation and operation of this Agreement including associated policies. The MDBA will allow a reasonable period of time, generally two weeks, for the ECC to consider issues. MDBA will take into account any comments or feedback received in relation to the proposed changes prior to the policies being finalised. These issues will be discussed in the spirit of cooperation and trust in accordance with MDBA’s values.

11.4. The MDBA and its employees agree that the MDBA will undertake communication and consultation with employees outside the ECC forum.

11.5. MDBA will maintain agreed Terms of Reference and a Protocol. Further information can be found in the ECC Terms of Reference. As required, from time to time, any changes to the Terms of Reference will be consulted and agreed at the ECC.

12. Employee Representation

12.1. The MDBA recognises:

   a. the legitimate role of unions in the workplace; and

   b. that employees are free to choose whether or not to join a union.

12.2. An employee may have an employee representative, who may be a union representative, to represent them in their industrial interests. The MDBA and employee representatives will deal with each other in good faith.

12.3. The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.

B. WORKPLACE MATTERS

13. Probation

13.1. The probation period on engagement is six months except for Graduates, Cadets and Trainees where probation is for the period of their respective training programs. However, the Chief Executive may waive the probation period or set a shorter or longer period, having regard to the nature and circumstances of employment.
14. **Performance Management**

14.1. All employees who are employed for three months or more (excluding those on probation) must participate in the performance management arrangements in the MDBA, known as the Performance Management and Development Scheme (PMDS).

14.2. The PMDS will provide a basis for:
   a) determining base pay;
   b) rewarding high performance;
   c) improving productivity;
   d) providing mechanisms for feedback between employees and managers;
   e) addressing underperformance; and
   f) developing employees in their current roles.

14.3. Underperformance will be managed in the MDBA by addressing and resolving identified underperformance in a timely and efficient manner, with the aim of returning an underperforming employee to a level of satisfactory performance.

14.4. Underperformance will be dealt with having regard to the principles of fairness and natural justice and the right to representation.

14.5. In addition the following principles will apply:
   a) Working with the employee to restore performance to an acceptable level;
   b) Learning and development assistance where relevant to improve performance;
   c) Active performance management as an integral part of the workplace culture; and
   d) Position requirements and expectations are clearly defined and appropriate to the employee’s classification.

14.6. Where monitoring and feedback does not improve performance to the required level or an employee receives an unsatisfactory rating, as described in the PMDS, at a performance assessment, a formal underperformance process will begin.

14.7. An employee must be advised in writing of any proposed action arising from an underperformance process and have a reasonable opportunity to respond before action is taken.

14.8. Further information is available in the *Managing Underperformance Policy*. 
15. Study Assistance

15.1. Where an ongoing employee, or long term non-ongoing employee with at least a 12 month employment contract, receives approval prior to undertaking formal studies (including maintaining professional qualifications), relevant to the business needs of the MDBA, the Chief Executive may approve study assistance.

15.2. The study assistance approved by the Chief Executive may incorporate paid study leave and/or financial assistance up to a maximum of:
   
a) five hours per week paid leave for study purposes; and

b) an additional five hours per semester/per unit for preparation and attendance at examinations, subject to operational requirements; and

c) up to $5,000 per calendar year (reimbursable upon successful completion of each unit/course).

16. Domestic Travel

16.1. Travel entitlements (accommodation, incidentals and meals) are based on rates set by the Chief Executive for domestic travel which will apply for overnight absences. Absences that are over 10 hours and not overnight will receive the daily travel allowance rate set by the Chief Executive.

16.2. The calculation of travel time (for purposes of both travel entitlement and flexible working hours) commences one hour prior to the departure of the flight and one hour after the arrival of the return flight. If travel 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 at each destination.

16.3. Managers may approve reimbursement of reasonable expenses arising from additional family care arrangements made necessary where an employee is required to travel away from their normal work location for business purposes.

16.4. Where employees are required to travel on official business involving an overnight stay, they will receive a non-acquittable allowance prior to travel where possible to cover meals, incidentals and/or accommodation costs in accordance with rates set by the Chief Executive for any costs not paid using an MDBA credit card or purchase order.

17. Overseas Travel

17.1. The Chief Executive may approve business class or premium economy travel where appropriate for international flights.

17.2. Meal entitlement limits for use during international travel are based on rates set by the Chief Executive. Rates may vary for particular locations.

17.3. Accommodation entitlements for each trip are based on reasonable expenses as approved by the Chief Executive.
18. Additional Costs

18.1. Where an employee is required, in exceptional circumstances and/or at short notice, to work and/or travel outside of their regular pattern of work, the MDBA will, subject wherever possible to prior approval being obtained, meet reasonable additional personal costs arising from such work or travel, including those arising from additional family care arrangements.

19. Healthy Lifestyle

19.1. The MDBA recognises the benefit to employees undertaking healthy lifestyle initiatives in their own time. Ongoing employees on 1 July each year, and non-ongoing employees with at least 6 months of continuous service as at 1 July each year, who have not taken more than six months leave without pay and submit a declaration to the MDBA about maintaining a healthy lifestyle will be paid $299 towards their expenses.

19.2. The MDBA will:

- provide employees with access to a health and wellbeing program;
- make available annual influenza vaccinations for employees; and,
- provide access for employees and their families to an Employee Assistance Program on a self-referral basis, up to six paid confidential and professional counselling sessions per financial year. Additional sessions may be approved by the Chief Executive.

20. Anti-discrimination and workplace diversity

20.1. The MDBA is an organisation which values fairness, equity and diversity. Consistent with that aim, the MDBA is committed to preventing and eliminating discrimination on the basis of race, colour, gender, sexual orientation or practices, age, disability, marital status, family responsibilities, pregnancy, religion, political opinion, irrelevant criminal record, national extraction, membership or non-membership of a trade union or social origin.

20.2. The MDBA will maintain a Diversity program which recognises and values the diverse skills, cultural values and backgrounds of its employees and will incorporate actions detailed in its Reconciliation Action Plan, Disability Action Plan and Indigenous Employment Strategy.

20.3. The MDBA recognises the need for a supportive and flexible workplace to enable employees to combine work and family responsibilities. This Agreement contains clauses that support and promote flexible, family friendly practices and includes access to part time work, home-based work, parental leave and personal circumstances and support leave which assist employees to balance their family and work responsibilities.
21. Screen-based Work

21.1. Where an employee undertakes screen-based work, once every two years the MDBA will provide for eye sight testing and a capped reimbursement of the cost of prescription spectacles. Further information is in the MDBA’s Screen-based Work Policy.

22. Reimbursement for Loss or Damage

22.1. The Chief Executive may approve the payment of reasonable repair or replacement costs, taking into account depreciation, where evidence is submitted that an employee has lost or damaged their clothing and/or personal effects in the course of their duties.

23. Relocation Assistance

23.1. 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) reassignment of duties, at level or at a different level;

   c) and where the relocation is determined by the Chief Executive to be in the interest of the MDBA;

   will be eligible to have certain reasonable relocation costs reimbursed subject to approval by the Chief Executive.

23.2. The Chief Executive will determine the extent of assistance to be provided prior to the employee’s engagement and/or relocation. Wherever possible, payment will be made prior to relocation taking place.

23.3. Where an existing employee is required for work reasons to relocate their place of employment on a permanent basis, the Chief Executive may approve

   a) reimbursement of relocation costs

   b) payment of reasonable temporary accommodation; and

   c) reimbursement of costs associated with the sale and purchase of the employee’s primary residence.

23.4. Where an employee resigns before completing 12 months service following relocation, the Chief Executive may require a pro-rata repayment of the relocation assistance.

23.5. Where an employee is required to perform duty away from their home locality for a period of 21 days or longer, the Chief Executive may approve a package of assistance to meet the additional costs incurred, in lieu of entitlements under Clause 16, which may include:

   a) coverage of reasonable meal and accommodation expenses; and
b) one-off taxable payments of up to $500 for disturbance; and up to $150 in respect of each dependent child accompanying the employee.

24. Individual Flexibility Arrangements

24.1. The Chief Executive and an 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 arrangement deals with one or more of the following matters:
   i) arrangements about when work is performed;
   ii) overtime rates;
   iii) penalty rates;
   iv) allowances;
   v) leave;
   vi) leave loading; and
   vii) remuneration.

b) the arrangement meets the genuine needs of the MDBA and the employee in relation to one or more of the matters mentioned in a); and

c) the arrangement is genuinely agreed to by the MDBA and the employee.

24.2. The Chief Executive 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

b) result in the employee being better off overall than the employee would be if no arrangement was made.

24.3. The Chief Executive must ensure that the individual flexibility arrangement:

a) is in writing; and

b) includes the name of the employer and employee; and

b) is signed by the employer and the employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

d) includes details of:
i) the terms of 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 their employment as a result of the arrangement; and

e) states the day on which the arrangement commences.

24.4. The Chief Executive must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

24.5. The Chief Executive or the 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 Chief Executive and the employee agree in writing—at any time.

C. HOURS OF WORK

25. Hours of Work

25.1. 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 seven hours and 30 minutes per day, Monday to Friday.

25.2. The standard hours of work are 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm, Monday to Friday.

25.3. The bandwidth during which employees may work is 7:00 am to 7:00 pm Monday to Friday.

25.4. This bandwidth may be varied by agreement between the Chief Executive and an employee to assist in meeting the employee’s work/life balance or operational requirements of the MDBA. Where such a variation is agreed, the hours worked outside the standard bandwidth will be considered ‘ordinary hours’ and will not attract overtime rates.

25.5. For part-time employees, ordinary hours and standard hours will be those specified in each individual part-time work agreement.

25.6. An employee should not work more than five hours without a break of at least 30 minutes.

25.7. All employees have a mutual responsibility for managing their working hours and patterns, including leave planning, flextime arrangements, and minimising additional hours where possible. This Agreement is designed to be sufficiently
flexible for employees to meet business requirements and balance their personal needs with operational requirements.

25.8. An employee and their Manager will work together to manage hours of work to ensure that an employee is not working excessive hours without the opportunity to take time off either as flextime for employees at or below APS 6 level or in the case of Executive Level employees, as Executive Level time off.

25.9. The pattern of hours by which an employee meets their ordinary hours of duty will be determined by the Chief Executive, in consultation with the employee, and with regard to the operational needs of the MDBA.

26. Flexible Working Hours

26.1. Employees, including part-time employees, at or below the APS 6 level will have access to flexible hours (flex time) provisions.

26.2. The flex time settlement period is four weeks.

26.3. The maximum flex time credit that can be accumulated and carried over into the next settlement period without approval of the Chief Executive is 37.5 hours for full-time employees. The carry over amount is pro-rata for part-time employees. 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.

26.4. Where an employee has a flex credit of more than 37.5 hours, their manager will, subject to operational requirements, approve a request by an employee to take flex leave.

26.5. Where flex leave is not approved, the manager, on request, will provide reasons in writing, explaining the decision where possible within five working days.

26.6. The maximum flex time debit that can be accumulated and carried over into the next settlement period without approval of the Chief Executive is 15 hours. Any amount in excess of a 15 hour debit may, in accordance with the Accountable Authority Instructions, be recovered as a deduction from the employee’s salary.

26.7. Flex time credit and debit limits apply on a pro-rata basis for part-time employees.

26.8. On ceasing employment with the MDBA, 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 salary in accordance with the Accountable Authority Instructions.
27. Executive Level Employees - Flexibility in Hours of Work

27.1. Executive Level employees are able to work flexible hours. This means that variations in attendance times and short-term absences including full days may be agreed without the need to access leave.

27.2. Where an Executive Level employee undertakes significant additional productive effort which involves working in excess of ordinary hours for any extended period of time (including travel), the manager and employee will, as soon as practicable, come to joint agreement on arrangements for reasonable time off to recognise the additional effort. Where agreement has not been reached this will be determined by the Chief Executive. While time off for Executive Level employees is not on an hour for hour basis, these arrangements are intended to provide Executive Level employees with fair and reasonable access to time off.

28. Part-time Employment

28.1. 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 agreement of the Chief Executive following a request from the employee setting out the details of the proposed changed work hours and the reasons for the request.

28.2. Where a full-time employee is approved to work part-time for an agreed period, the employee will have a right to revert to full-time employment at the end of the agreed period, or earlier if approved.

28.3. Wherever possible, the employee will return to the duties they performed prior to entering into the part-time work arrangement.

29. Flexible Working Arrangements

29.1. An employee who is a parent; a carer; has a disability; is 55 or older; is experiencing family and domestic violence or caring/supporting a member of their immediate family or member of the employee’s household in that situation, may request flexible working arrangements in accordance with Section 65 of the *Fair Work Act 2009*.

30. Work/life balance

30.1. The MDBA acknowledges that employees have to balance their working life with other commitments, including family and the community. This is recognised through the provision of a range of flexible attendance arrangements, leave provisions and assistance programs. When applying flexible attendance arrangements and other employment conditions, the MDBA and its employees will consider the operational needs of the MDBA and any effect on other employees.
31. **Job Sharing**

31.1. Job sharing is an arrangement in which two or more employees share the duties of one full time position.

31.2. Employees are entitled to request job sharing arrangements. Subject to the approval of the Chief Executive, an employee may enter into a job sharing arrangement.

32. **Home-based Work Arrangements**

32.1. Home-based work is an arrangement where an employee regularly performs their duties at an agreed home-based site.

32.2. Employees are entitled to request home-based working arrangements. Subject to the approval of the Chief Executive, an employee may enter into a temporary or ongoing home-based working arrangement.

32.3. Where a formal agreement between the MDBA and an employee has been made, the MDBA will meet the reasonable cost of supplying and maintaining equipment and materials necessary for the employee to work safely at home.

33. **Public Holidays**

33.1. Employees will be entitled to the following public holidays:

   a) New Year's Day (1 January);
   b) Australia Day (26 January);
   c) Good Friday;
   d) Easter Monday;
   e) Anzac Day (25 April);
   f) The Queen's birthday holiday (on the day on which it is declared in a State or Territory or a region of a State or Territory where the employee works);
   g) Christmas Day (25 December);
   h) Boxing Day (26 December); and
   i) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.

33.2. The Chief Executive and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday having regard to operational requirements.
D. LEAVE

34. Working Arrangements

34.1. For the purposes of calculating leave entitlements and hourly rates of pay, the ordinary hours of work for a full-time employee are seven hours 30 minutes (pro-rata for part time employees).

34.2. For the purposes of managing leave, part-day absences will reflect the actual time absent from the workplace during standard hours. Full day absences will be deducted at a daily rate of seven hours 30 minutes (pro-rata for part time employees).

34.3. Periods of paid leave under maternity, adoption or fostering leave provisions will not be extended by public holidays.

34.4. Unauthorised absence from duty does not count as service for any purpose and no leave will accrue during such absence.

35. Annual Leave

35.1. Employees, other than non-ongoing irregular/intermittent employees, will progressively accrue 20 working days paid annual leave for each full year worked. Part-time employees will accrue a pro-rata credit based on the number of part-time hours worked.

35.2. Annual leave may be approved by the Chief Executive to be taken at full or half pay. Leave taken at half pay will be debited at half the duration of the leave period approved.

35.3. Leave taken at half pay, in excess of 30 calendar days, will receive credit for service purposes and accrue annual leave at the rate of 50 percent.

35.4. Annual leave requires prior approval except in exceptional circumstances and approval is subject to operational requirements.

35.5. Employees in receipt of compensation for incapacity under the Safety, Rehabilitation and Compensation Act 1988 for more than 45 weeks will accrue Annual Leave credits on a pro-rata basis for hours worked.

Cashing out annual leave

35.6. The Chief Executive may approve an application by an employee to cash out annual leave of up to 10 days each calendar year as a lump sum on the following basis:

a) the employee has already used a minimum of 10 days annual leave, pro-rata for part-time employees, during the previous 12 month period;

b) the employee will have at least 20 days, or pro-rata equivalent for part-time employees, of annual leave remaining after the cashing out; and
c) each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the employer and the employee; and

d) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

36. Purchased Leave

36.1. The Chief Executive may approve the purchase of up to eight weeks additional leave per year in return for a pro rata reduction in their annual salary (excluding allowances not in the nature of salary), before any adjustment for a salary packaging arrangement. Approval to purchase and use additional leave will be dependent upon the operational requirements of the workplace.

36.2. Eligibility to purchase additional leave is limited to ongoing and long term non-ongoing employees with at least a 12 month employment contract.

36.3. Purchased leave may be purchased on one occasion per year and may be used in single days, multiple days or in conjunction with a period of annual leave.

36.4. Purchased leave may not be used to change the regular pattern of working hours or to create a part-time pattern of hours where an employee is engaged as a full-time employee.

36.5. The value of purchased leave will be paid via a corresponding reduction in fortnightly pay over a period of no more than one calendar year.

36.6. Purchased leave taken, up to 30 calendar days per calendar year, will count as service and leave credits accrue accordingly. Days taken in excess of 30 calendar days will not count as service and no leave credits will accrue, but will not break continuity of service.

36.7. Purchased leave that remains untaken 12 months from the date of purchase (i.e. first repayment instalment) will be cancelled and the value repaid to the employee.

36.8. Where an employee leaves the MDBA, any surplus or deficit in contributions will be recovered or offset against final payment in accordance with the Accountable Authority Instructions or repaid to the employee.

37. Christmas/New Year Attendance

37.1. Employees will not usually be required to attend an MDBA workplace on those days which are not public holidays between 25 December and 1 January of the following year. There will be no requirement to take annual leave or use flex credits during this period.

37.2. Employees will be paid in accordance with their ordinary hours of work on these days.
37.3. In cases where any employee is required, by their manager, to work during the ordinary working days during the close down period which are not public holidays, they are to be given at least seven days’ notice of such a requirement, unless exceptional circumstances apply. The employee will be paid at Sunday overtime rates and the minimum payment will be four hours. Where less than seven days’ notice is given the employee will be paid at Public Holiday rates with a minimum payment of four hours.

37.4. Any employee who is required to work during any part of the ordinary working days during the close down period which are not public holidays 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) twice the hours paid if more than seven days’ notice was given; or

b) three times the hours paid if less than seven days’ notice was given.

37.5. Normal overtime arrangements apply for employees who are required to work during weekends or declared Public Holidays during the Christmas/New Year period.

37.6. In cases where any employee is required, by their manager, to work on a Public Holiday during the Christmas/New Year period they are to be given at least seven days’ notice of such a requirement, unless exceptional circumstances apply.

37.7. Any employee who is subject to out of hours restriction during the close down period will be paid an out of hours restriction allowance as outlined in Clause 59 for each day including their ordinary working hours on such days.

37.8. In accordance with Clause 58.4, the Chief Executive may, in certain circumstances, approve the payment of overtime or time off in lieu to Executive Level employees.

38. Personal Circumstance and Support Leave (PCS)

38.1. On engagement with the MDBA, full time ongoing employees will be credited with an opening PCS paid leave credit of 18 days. Part-time ongoing employees opening PCS paid leave credit on engagement will be adjusted on a pro-rata basis.

38.2. Ongoing employees moving from another APS agency with existing PCS (or personal/carer’s leave however described) leave credits may be entitled to an amount up to 18 days dependent on the basis of leave credit or accrual in the previous agency.

38.3. Non-ongoing full time employees will progressively accrue 18 days paid PCS leave in their first year of service (pro-rata for non-ongoing part-time employees). PCS leave will be credited on a fortnightly basis.

38.4. Subsequent PCS leave credits of 18 days for all full time employees (pro-rata for part-time employees) will be provided on each anniversary of PCS accrual.
This will be adjusted to take into account periods of leave which do not count as service.

38.5. All employees are entitled to access their paid PCS leave credits 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 has an ongoing medical condition, or an unexpected emergency affecting the family member;

   c) preventative health checks; or

   d) meeting family or personal responsibilities of an emergency, short-term and unscheduled nature.

38.6. Leave must not be taken for the reasons of c) and d) in clause 38.5 to the extent that it results in less than 10 days of an employee’s paid PCS leave entitlement in any year being available for use as described by points a) and b) of clause 38.5.

38.7. Reasonable and legitimate requests for PCS leave will be approved by the Chief Executive. When giving approval for PCS leave, the Chief Executive will require the employee to provide a medical certificate or other relevant supporting evidence where more than three consecutive days have been taken (refer to Glossary for description of ‘medical certificate and other relevant supporting evidence’).

38.8. In circumstances of personal illness or injury and caring purposes, 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 supporting evidence.

38.9. 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 or support for an immediate family member or a member of the employee’s household who is ill, injured or has an ongoing medical condition; or

   c) meeting family responsibilities of an emergency, short-term and unscheduled nature.

38.10. The Chief Executive may approve a request for unpaid PCS leave for a variety of personal circumstances where paid PCS leave credits have been exhausted.

38.11. The Chief Executive has discretion to grant additional paid PCS leave in exceptional circumstances where an employee, or immediate family member
or member of an employee's household is suffering from a certified illness or injury.

38.12. The Chief Executive may, at the request of an employee, authorise the conversion of paid PCS leave to PCS leave on half pay for a specified period. Leave taken at half pay will be debited at half the duration of the leave period approved.

38.13. The Chief Executive may grant PCS leave in advance to an employee in exceptional circumstances. 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, in accordance with the Accountable Authority Instructions.

38.14. Unused paid PCS leave will accumulate, but will not be paid out on an employee's cessation of employment.

38.15. Employees in receipt of compensation for incapacity under the Safety, Rehabilitation and Compensation Act 1988 for more than 45 weeks will accrue PCS leave credits on a pro-rata basis for hours worked.

38.16. Up to two days non-accruable paid leave will be available to ongoing employees during each PCS accrual year to cover absences associated with personal circumstances and support as described in Clause 38.5.

39. Compassionate Leave

39.1. Three days compassionate leave on each permissible occasion will be granted by the Chief Executive as a single continuous period, as separate days, or in separate periods:

   a) for the purposes of spending time with an immediate family member or member of an employee’s household who has contracted a personal illness or sustained a personal injury that poses a serious threat to their life; or

   b) after the death of an immediate family member or member of an employee’s household.

39.2. Compassionate leave may be granted by the Chief Executive in exceptional circumstances where leave is sought in relation to a person outside the definition of an immediate family member or member of the employee’s household.

39.3. Compassionate leave will be with pay for all employees other than non-ongoing irregular/intermittent employees.

40. Portability of Leave

40.1. Where an employee transfers (as an ongoing employee or for an agreed period) to the MDBA from another agency where they were an ongoing APS employee, the employee’s unused accrued annual leave and personal/carers’ leave (however described) will be transferred to the MDBA, provided there is no break in continuity of service.
40.2. Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee’s unused accrued annual leave and personal/carers’ leave (however described) will be recognised by the MDBA.

40.3. Where an employee is engaged as a non-ongoing APS employee immediately following a period of non-ongoing employment in the APS, Parliamentary Service or the ACT Government Service, the employee’s unused accrued annual leave and personal/carers leave (however described) may be recognised by the MDBA.

40.4. For the purposes of this clause:
   a) ‘APS employee’ has the same meaning as in the Public Service Act 1999;
   b) ‘Parliamentary Service’ refers to employment under the Parliamentary Service Act 1999; and
   c) ‘ACT Government Service’ refers to employment under the Public Sector Management Act 1994 (ACT).

40.5. The Chief Executive may recognise unused accrued personal/carer’s leave (however described) from State or Territory Government agencies, for persons engaged as ongoing employees provided there has been no break in service.

40.6. Clauses 40.1 and 40.2 do not apply where the employee received redundancy payments from their previous employer.

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

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

41.2. An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year, for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.

41.3. During the employee’s first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.

41.4. With the exception of the additional two weeks in the first year of ADF Reserve service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
41.5. Employees are not required to pay their ADF Reserve payments to the MDBA in any circumstances.

41.6. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes ‘Cadet Force’ means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

41.7. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except annual leave accrual.

41.8. Eligible employees may also apply for annual leave, long service leave or leave without pay or they may use flex time or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

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

42. Community and Emergency Service Leave

42.1. An employee, other than an irregular/intermittent employee, who is a member of a recognised emergency management body and undertakes voluntary emergency management activity duties will be provided with paid leave by the Chief Executive, including travelling and recovery time, for this purpose (refer to Glossary for relevant definitions as set out in the Fair Work Act 2009).

42.2. An employee who is a member of a recognised emergency management body and is required to undertake training and ceremonial duties will be provided with unpaid leave, including travelling time, for this purpose.

42.3. In exceptional circumstances, the Chief Executive may approve paid or unpaid leave where the employee seeks to undertake community service duties in circumstances where there is no recognised emergency management body.

43. Jury and Crown Witness Leave

43.1. An employee, other than a non-ongoing irregular/intermittent employee, required to attend court as a Crown Witness or to undertake jury service will be provided with paid leave for this purpose by the Chief Executive. The employee must provide the Chief Executive with evidence of attendance and payment (S111 Fair Work Act 2009).

43.2. A non-ongoing irregular/intermittent employee, required to attend court as a Crown Witness or to undertake jury service will be provided with unpaid leave for this purpose by the Chief Executive. The employee must provide the Chief Executive with evidence of attendance (S111 Fair Work Act 2009).

43.3. Any jury service pay, other than amounts in the nature of an expense related allowance, paid to an employee undertaking jury service during normal working hours will be deducted from payments for paid leave for the period.
44. Maternity Leave

44.1. An employee who is entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* is also entitled to an additional four weeks of paid maternity leave to be taken immediately following the first 12 weeks of maternity leave granted by the Chief Executive.

44.2. An eligible employee, on ending the initial 52 weeks of maternity or parental leave, may request an extension of unpaid parental leave for a further period of up to 78 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.

44.3. 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 in Clause 45.

44.4. To be eligible to receive paid maternity leave, an employee must have 12 months of recognised continuous service, as defined under the *Maternity Leave (Commonwealth Employees) Act 1973*.

44.5. 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.

44.6. Periods of full paid leave during unpaid maternity leave will count as service for all purposes. Except in the case of periods of unpaid maternity leave in the first 12 weeks of leave, periods of unpaid maternity leave will not count as service for any purpose (leave credits will not accrue), but do not break the employee's continuity of service.

44.7. An eligible employee may spread the payment of up to 16 weeks maternity leave over a maximum of 32 weeks at a rate of half normal salary. Where an employee is not entitled to the maximum paid entitlement under the *Maternity Leave Act* the option for half pay will apply to the pro-rated entitlement. Periods taken at half pay will only count as service for the full time equivalent.

45. Parental Leave

45.1. An employee who is not the primary care giver to a dependent child is entitled to six weeks paid parental leave by the Chief Executive following the birth, adoption or fostering of the dependent child.

45.2. Periods of paid leave may be taken in broken periods.

45.3. In addition to the six weeks of paid leave the Chief Executive will grant the employee up to 46 weeks of unpaid leave.

45.4. Parental leave must be taken within 18 months of the birth, adoption or fostering of the dependent child.

45.5. An employee accessing maternity leave is not eligible for parental leave.
45.6. Unpaid parental leave does not count as service for any purpose (leave credits will not accrue), but does not break the employee’s continuity of service.

46. Adoption and Fostering Leave

46.1. An employee who adopts a child or who has assumed long term responsibility arising from the placement of a child through a permanent fostering arrangement, including where a child is placed by the Court in the permanent or long-term care of an extended family member (refer to Glossary for definition of ‘child for adoption and fostering leave purposes’) and has or will have responsibility for that child is entitled to a maximum of 130 weeks adoption leave (including the period of paid adoption leave, and any other paid or unpaid leave and public holidays). An employee who is absent on a period of adoption or fostering leave will not be entitled to access maternity or parental leave provisions in Clauses 44 or 45.

46.2. To be eligible to receive paid adoption or fostering leave, an employee must have 12 months of continuous service as defined by the Maternity Leave Act, and be the primary care giver of that child.

46.3. An eligible non-ongoing employee on adoption or fostering leave may access adoption or fostering leave arrangements until their contract of employment expires, or the adoption or fostering leave ceases, whichever occurs first.

46.4. Following adoption and/or fostering approval, an employee who is the primary carer of the child is entitled to up to 16 weeks of paid adoption leave.

46.5. Adoption and/or fostering leave is available from one month prior to the date of placement of a child.

46.6. Periods of full paid adoption or fostering leave will count as service for all purposes. Except in the case of periods of unpaid leave in the first 12 weeks of leave, periods of unpaid adoption or fostering leave will not count as service for any purpose (leave credits will not accrue), but do not break the employee’s continuity of service.

46.7. An eligible employee may spread the payment of up to 16 weeks adoption leave over a maximum of 32 weeks at a rate of half normal salary. Where an employee elects to spread the payment over a greater period, a maximum of 16 weeks will count as service.

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

47.1. On ending maternity, adoption, fostering or parental leave, an employee is entitled to return to:

   a) the employee’s pre-leave position; or

   b) if that position no longer exists - an available position for which the employee is qualified and suited nearest the classification and pay to the pre-leave position. The employee will suffer no loss of salary by
reason of returning to another position following Maternity, Adoption, Fostering or Parental Leave.

48. Requests for part-time work after Maternity, Adoption, Fostering or Parental Leave

48.1. An employee who is returning from Maternity, Adoption, Fostering or Parental Leave is entitled to request part-time work for the purposes of caring for their child;

48.2. Requests made in the first two years from the date of birth of the employee’s child or two years from the placement of the child in relation to adoption or fostering will be approved.

49. Long Service Leave

49.1. The entitlement to Long Service Leave (LSL) is as provided:

a) in accordance with the Long Service Leave (Commonwealth Employees) Act 1976; or

b) for employees who transitioned from the former Murray–Darling Basin Commission (MDBC) and who are covered under the Long Service Leave Act 1976 (ACT); LSL credits will accrue at the rate of six and a half 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).

49.2. LSL must be taken in a minimum block of:

a) seven consecutive calendar days for full pay or 14 consecutive calendar days at half pay for employees covered under the Long Service Leave (Commonwealth Employees) Act 1976; or

b) five consecutive working days for employees who are covered under the Long Service Leave Act 1976 (ACT).

49.3. LSL may be taken at half pay and will utilise half the credit related to the period taken.

50. Leave without pay

50.1. Leave without pay, other than in the case of maternity, parental, adoption and fostering leave or in accordance with the Australian Public Service Commissioner’s Directions 2016 may be granted subject to operational requirements by the Chief Executive to assist an employee to better balance their work and personal responsibilities. Such leave would normally be short term of up to 52 weeks.

50.2. Periods of leave without pay greater than 30 calendar days per calendar year will not be counted as service (leave credits will not accrue) unless otherwise provided for by legislation. This will not break continuity of service.
51. **Miscellaneous Leave**

51.1. The Chief Executive may grant employees miscellaneous leave with or without pay, for a purpose not covered by other leave provisions in this Agreement.

**E. CLASSIFICATION AND REMUNERATION**

52. **Classification**

52.1. The classification structure for the MDBA is consistent with the APS Work Level Standards and APS Classification Rules 2000 and is set out at Table 1 in Schedule A.

53. **Salary Increases**

53.1. The salary ranges for each classification and the salaries payable to the MDBA’s employees will be increased as follows:

   a) with effect from the commencement of this Agreement, by 3%; and
   b) with effect from 12 months after commencement of this Agreement by 2%
   c) with effect from 18 months after commencement of this Agreement by 1%.

53.2. Salary ranges to apply during the period of operation of this Agreement are set out in Schedule A.

54. **Payment of Salary**

54.1. Employees will be paid fortnightly by electronic funds transfer into a financial institution account of their choice.

54.2. The fortnightly rate of pay is calculated using the following formula:

   \[ \text{Fortnightly pay} = \frac{\text{annual salary} \times 12}{313} \]

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

54.4. An employee engaged on an irregular or intermittent basis will only be paid for the hours that they are required to work, and will receive a 20 percent loading on their pay in lieu of all paid leave entitlements (excluding LSL) and public holidays on which they do not work.

55. **Salary on Commencement**

55.1. The commencement salary when an employee is engaged, promoted or transferred (including higher duties) to or within the MDBA will normally be the lowest salary point of the classification applicable to the position they are
assigned. The Chief Executive may approve the payment of a higher salary after considering:

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

55.2. Where an employee is reassigned (as an ongoing employee or for an agreed period) to the MDBA from another agency, the Chief Executive may approve the employee’s salary being maintained until an MDBA pay point within the employee’s classification exceeds their existing amount when they will transition to that point within the salary range.

56. Salary Progression

56.1. Annual incremental advancement within a salary range, effective from 1 July each year, is subject to the employee maintaining satisfactory performance, in accordance with the MDBA’s PMDS.

56.2. An employee will advance one salary point, within their substantive salary range, at the end of the annual assessment cycle of the MDBA’s PMDS, where they have:

   a) achieved a satisfactory rating as defined in the PMDS;
   b) completed a minimum of six months duty (including periods of paid leave) at the substantive classification or higher; and
   c) is not at the top salary point within the classification.

56.3. The Chief Executive may increase an employee’s salary within the applicable classification from time to time, subject to the employee’s demonstration of satisfactory or higher performance.

56.4. Employees at the top or penultimate salary point of their substantive salary range may be eligible to receive a one-off performance bonus of $1,000 recognising exceptional performance or contribution to the agency if approved by the Chief Executive.

56.5. 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 they have achieved a satisfactory rating as defined in the PMDS, and has either:
i) performed higher duties for a continuous period of 12 months (or broken periods over the previous 24 months) prior to the annual assessment; or

ii) the Chief Executive has certified that the employee is expected to be performing higher duties for a continuous period of at least 12 months; or

b) advance one salary point at their substantive classification where they have achieved a satisfactory performance rating as defined in the PMDS and has completed a minimum of six months duty (including periods of paid leave) at the substantive classification or higher.

56.6. An employee who receives a performance rating indicating less than satisfactory performance as defined in the PMDS will not be eligible for incremental advancement on 1 July.

56.7. If, on completion of an agreed review period, the employee’s performance is rated as satisfactory, they will be eligible to receive an increment effective from the date of completion.

57. Salary Packaging

57.1. An employee may access salary packaging and may package up to 100 percent of their substantive salary excluding allowances.

57.2. Any fringe benefits tax or administrative costs incurred as a result of salary sacrificing arrangements will be met by the individual employee.

58. Overtime

58.1. An employee at or below APS 6 level will not unreasonably refuse to perform reasonable overtime following a request from their manager to work reasonable additional hours as required to meet operational needs and in line with the requirements of the Division 3 Section 62 of the Fair Work Act 2009. They may elect to take time off in lieu or receive payment for the actual period worked in excess of their ordinary hours. Entitlement to time off in lieu will be equivalent to the hourly rates of payment.

58.2. If the employee 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.

58.3. The Chief Executive may direct an employee to work a reasonable amount of overtime each year. However, with reasonable cause an employee may decline to work outside standard hours on a particular day.

58.4. The Chief Executive may approve the payment of overtime or time off in lieu (in accordance with Clause 27) to Executive Level employees:

a) for River Murray Duty Operators;
b) in exceptional circumstances, including operations in accordance with the River Murray Emergency Action Plan;

c) Declared Flood Operations.

58.5. The rate of payment for overtime or time off in lieu of overtime will be:

**Monday to Saturday:**

for the first 3 hours of time worked, 1½ times hourly rate; and
for time worked over 3 hours, 2 times hourly rate

**Sunday:**

for time worked, 2 times hourly rate

**Public Holidays:**

for time worked during a standard working day, 2½ times hourly rate and
for time worked outside a standard working day, 3½ times hourly rate.

58.6. 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, where there is at least a ½ hour unpaid break, they will be eligible for a meal allowance in accordance with a rate set by the Chief Executive.

58.7. Where an employee is required to work overtime or outside their normal pattern of work, 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 and reimbursement of reasonable expenses arising from additional family care arrangements.

59. Out of Hours Restriction

59.1. If an employee at or below the APS 6 level is required by the Chief Executive to remain contactable and available to perform overtime outside their ordinary hours of work, they will be paid an hourly allowance in respect of each hour of restriction. Restriction allowance will not be paid during any period where overtime applies.

59.2. Executive Level River Murray Duty Operators and employees undertaking operations in accordance with the River Murray Emergency Action Plan or Declared Flood Operations who remain contactable and available to perform overtime outside their ordinary hours of work will receive payment of an out of hours restriction allowance if approved by the Chief Executive.

59.3. In exceptional circumstances, other than those detailed in Clause 59.2, the Chief Executive may approve the payment of out of hours restriction allowance to Executive Level employees who remain contactable and available to perform overtime outside their ordinary hours of work.

59.4. The hourly allowance will be equivalent to the following percentages of the hourly salary payable to the employee:
a) where out of hours restriction occurs Monday - Friday: 7.5%;
b) where out of hours restriction occurs on Saturday or Sunday: 10%;
c) where out of hours restriction occurs on public holidays or during Christmas closedown: 15%.

59.5. Where an employee is contacted while subject to out of hours restriction, and is required to perform extra duty, overtime arrangements will, in accordance with Clause 58, apply including a minimum payment of four hours.

60. Superannuation

60.1. The MDBA provides for choice of superannuation fund by eligible employees. Where an employee does not nominate another approved superannuation fund, the MDBA will regard PSSap as the default superannuation fund.

60.2. Salary for superannuation purposes will be the higher of:

   a) an amount agreed between 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).

60.3. Employer contributions to the PSSap will be at the rate of 15.4% of the employee’s fortnightly contribution salary. Employer contributions for employees in other accumulation schemes will be at the same rate as for the MDBA employees in PSSap. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

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

60.5. The MDBA will continue to meet the employer contribution for employees who transitioned from MDBC who have existing memberships of defined benefit schemes.

60.6. The MDBA may choose to limit superannuation choice to funds which:

   a) allow employee and/or employer contributions to be paid fortnightly through electronic funds transfer, and
b) make satisfactory arrangements for the acceptance of payments from the MDBA and for information transfer between its payroll provider and the fund.

61. MDBA Graduates

61.1. An MDBA Graduate will be engaged as an ongoing employee at the minimum pay point in the MDBA’s Graduate Broadband (APS Level 3-5) as set out in Table 2 of Schedule A.

61.2. On successful completion of their training program, a Graduate will be assessed for advancement within the MDBA’s Graduate Broadband. The assessment must be a detailed work value assessment against the higher classification using the APS work level standards and subject to work availability. The employee must demonstrate they have gained the necessary skills and experience; and their performance is satisfactory.

61.3. A Graduate will not be entitled to Higher Duties Allowance during the course of their training program.

62. MDBA Trainees

62.1. An MDBA Trainee will be engaged as an ongoing employee and be paid at the appropriate point of the MDBA’s Trainee Broadband (APS Level 2-4) as set out in Table 3 of Schedule A depending on the traineeship program they are undertaking.

62.2. An MDBA Trainee will undertake a course of training determined by the Chief Executive.

62.3. On successful completion of their training program, a Trainee will be assessed for advancement within the MDBA’s Trainee Broadband to a classification point at least consistent with completing the traineeship they were undertaking. The assessment must be a detailed work value assessment against the higher classification using the APS work level standards and subject to work availability. The employee must demonstrate they have gained the necessary skills and experience; and their performance is satisfactory.

63. MDBA Cadets

63.1. An MDBA Cadet will be engaged as an ongoing employee and be paid at the minimum point of the MDBA’s Cadet Broadband (APS Level 2-3) as set out in Table 4 of Schedule A as follows:

   a) for full-time study: 57%;

   b) for practical training: 100%.

63.2. An MDBA Cadet will undertake a course of training determined by the Chief Executive.
63.3. On successful completion of their training program, a Cadet will be assessed for advancement within the MDBA's Cadet Broadband and transitioned to the MDBA Graduate Broadband. The assessment must be a detailed work value assessment against the higher classification using the APS work level standards and subject to work availability. The employee must demonstrate they have gained the necessary skills and experience; and their performance is satisfactory.

64. Supported Wage System

64.1. An employee who is affected by a disability may be eligible for assistance under the supported wage system.

64.2. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

64.3. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

64.4. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.

64.5. Employees to whom this clause applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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<th>Percentage of prescribed salary</th>
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Provided that the minimum amount payable must be not less than $82 per week.
64.6. Where an employee’s assessed capacity is 10%; they must receive a high degree of assistance and support.

64.7. Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

64.8. In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

64.9. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

64.10. The minimum amount payable to the employee during the Trial Period must be no less than $82 per week.

64.11. Work trials should include induction or training as appropriate to the job being trialled.

64.12. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 64.4.

64.13. 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.

65. Debt Recovery

65.1. Where an employee is overpaid an amount of salary or other benefits, the overpayment will be recovered in accordance with the Accountable Authority Instructions.

66. Salary on Reduction

66.1. 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.

66.2. Where an employee is reduced in classification, either temporarily or permanently, the Chief Executive will take into account the salary point achieved at the higher classification level in determining the salary point at the lower classification level.

66.3. Where a reduction in classification relates to a breach of the APS Code of Conduct or a formal underperformance process the Chief Executive may
determine a salary rate at any pay point within the pay range for the new classification.

67. Payment on Death

67.1. Where an employee dies, or the Chief Executive has directed that an employee is presumed to have died on a particular date, payment, of any amount that would have been paid if the employee had resigned or retired, will be made to:

   a) the executor; or
   b) the administrator of the former employee’s estate; or
   c) the public trustee; or
   d) such other person as the law requires in the jurisdiction pertaining to the former employee,

67.2. Calculation of the amount to be paid will be determined by the age of the employee at the date of death and in accordance with the Public Service Act 1999.

F. ALLOWANCES

68. Higher Duties Allowance

68.1. An employee who is temporarily assigned duties at a higher classification for a period of 5 consecutive working days or more, will be paid a higher duties allowance. This allowance will normally be the difference between the employee’s substantive salary and the first salary point in the higher classification. The salary point may be higher if the employee has previously been awarded higher duties increments. The Chief Executive may determine a higher salary within the range.

68.2. Incremental advancement on higher duties will be consistent with clause 56.5. An employee who advances an increment at the higher classification will be entitled to be remunerated at the higher increment point during any subsequent periods of higher duties.

68.3. Where the full range of responsibilities are not being performed (Partial Performance), a reduced allowance including an allowance below the minimum remuneration for the higher classification may be determined by the Chief Executive.

69. Other Allowances

69.1. If an employee is assigned the role of First Aid Officer; Emergency Warden; Health and Safety Representative (HSR); and/or Harassment Contact Officer (HCO) the employee will be entitled to an allowance of $32 per fortnight in recognition of the particular responsibilities. Payment of the allowance will be
subject to the employee having undertaken necessary training and/or having a current qualification.

69.2. Where an employee holds two or more roles (e.g. the employee is the Emergency Warden and the HSR) they are only entitled to one allowance.

69.3. A First Aid Officer is unable to be an Emergency Warden (and vice versa) due to the nature and responsibilities of the respective roles.

69.4. Payment of any allowance under this clause will not be payable during any unpaid leave or continuous absence exceeding 5 working days, unless otherwise provided for by legislation.

G. TERMINATION OF EMPLOYMENT

70. Payment of Accrued Leave

70.1. Where an employee ceases duty in the APS, they will receive payment in lieu, calculated at the employee’s final rate of salary and allowances considered as salary for all purposes as at the date of exit, of:

a) unused accrued annual leave credits; and unused LSL in accordance with:

i) the Long Service Leave (Commonwealth Employees) Act 1976; or

ii) the Long Service Leave Act 1976 (ACT) for employees who transitioned from the former Murray–Darling Basin Commission.

70.2. Higher Duties Allowance is included as salary for payment in lieu of annual leave where the temporary reassignment of duties would have continued beyond the date of termination.

71. Phased Retirement

71.1. Where an employee confirms in writing their intention to retire within the following two years, the Chief Executive may approve a request from the employee to negotiate flexible employment arrangements.

H. REDEPLOYMENT AND REDUNDANCY

72. Principles

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

72.2. An employee will be an excess employee if:

a) the employee is included in a class of employees employed in MDBA, which class comprises a greater number of employees than is necessary for the efficient and economical working of MDBA;
b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of MDBA or changes in the nature, extent or organisation of the functions of MDBA; or

c) the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the new locality and the Chief Executive has determined that the provisions of this clause apply to that employee.

72.3. In the circumstances where an employee is excess, or is likely to become excess, all reasonable steps will be taken to redeploy that employee either within the MDBA or elsewhere across the APS, in accordance with APS Redeployment policies and practices as in force from time to time.

72.4. An excess employee who is an applicant for a vacancy in the MDBA at or below the employee’s substantive level will be considered for suitability in isolation from, and not in competition with, other applicants. Employees may be redeployed to other duties within the agency including on reduction to a lower level.

72.5. Discussions will be held with the excess or potentially excess employee and if requested, their nominated representative, to consider:

   a) actions that might be taken to reduce the likelihood of the employee becoming excess;

   b) redeployment opportunities for the employee; and

   c) the availability of job swaps within the MDBA or another APS agency, at the discretion of the Chief Executive.

73. Notification of Potentially Excess Status

73.1. In circumstances where an employee may become excess, the employee and/or their representative will be provided with a consideration period of one month.

73.2. An employee may waive their entitlement to the one month consideration period.

73.3. The Chief Executive will advise an employee if they are likely to become excess at the earliest practicable time.

74. Declaration of Excess Status

74.1. In circumstances where an employee has been identified and declared as excess to requirements, the employee and/or their representative will be provided with notification of their excess status in writing. A consideration period of one month will apply.

74.2. An employee may waive their entitlement to the one month consideration period.
74.3. The Chief Executive will advise an employee when they are excess to requirements at the earliest practicable time.

75. Voluntary Redundancy

75.1. 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 them concerning superannuation; and
   f) the taxation rules applicable to each form of payment.

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

75.3. 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 75.1. Unless the employee agrees to reduce the one-month period, notice of termination will not occur before the end of that one-month period.

76. Redundancy Payments

76.1. 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.

76.2. An excess employee who elects for voluntary redundancy which is accepted by the MDBA and whose employment is terminated by the Chief Executive under Section 29 of the Public Service Act 1999 on the grounds that they are 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 77.6 and 77.7 for those employees who transitioned from the former Murray–Darling Basin Commission; and
   
   c) Payment in lieu of LSL (for employees with a minimum of 12 months service) and annual leave credits.
76.3. If an employee elects for voluntary redundancy, and this is accepted by the MDBA, the Chief Executive will give the employee the required notice of termination being four weeks, or five weeks if the employee is over 45 years of age and has at least five years continuous service. If the employee separates within the notice period, they will be paid in lieu for the unexpired portion of the notice period.

77. Calculating Redundancy Payments

77.1. 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.

77.2. 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 they have less than 24 years full time service.

77.3. Subject to Clauses 77.4 and 77.5 service for severance pay purposes means:

a) service in the MDBA;

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.

77.4. 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) mechanisms prior to the commencement of the *Public Service Act 1999* being: 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) payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.

77.5. 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**

77.6. The existing severance benefits of employees who transitioned from the Murray–Darling Basin Commission on 15 December 2008 will be preserved at the benefit accrued as at the date of effect of the MDBA Enterprise Agreement 2009–2011. Any further severance benefit accruals will be at the standard APS rate of two weeks per year up to a maximum of 48 weeks in total where the preserved benefit is less than 48 weeks.

77.7. 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 their IEC. The employee will not accrue further severance entitlements until such time as the amount they would have been entitled to under the standard APS arrangements (two weeks pay per year of service) exceed their current contract entitlements.

**78. Involuntary Redundancy**

78.1. An employee will not have their employment terminated involuntarily if they have not been invited to elect for voluntary redundancy or if their election to be made redundant voluntarily has been refused.

78.2. 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 a retention period of seven or 13 months as described in Clause 79.

**79. Retention Period**

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

79.2. Where there is insufficient productive work available for an employee and there is no realistic expectation of redeployment during the retention period, the Chief Executive may, with the agreement of the employee, 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, comprising:

a) the balance of the retention period (as shortened for the National Employment Standards under Clause 79.6) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus

b) the employee’s National Employment Standards entitlement to redundancy pay.

79.3. During the retention period the Chief Executive may:

a) assist the employee to find alternative employment; and

b) on request provide assistance to the employee on meeting reasonable travel costs and incidental expenses incurred while seeking alternative employment

c) provide the employee with appropriate support including training to assist in locating and securing employment and career counselling

d) after giving four weeks’ notice to the employee, reduce their 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 their previous level for the balance of the retention period.

79.4. The retention period will not normally 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 MDBA. Only in exceptional circumstances would the retention period be extended beyond an additional two months.

79.5. 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.

79.6. If an employee is entitled to a redundancy payment under the National Employment Standards, the retention period at Clause 79.1 will be reduced by the employee’s redundancy pay entitlement under the National Employment Standards on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
## SCHEDULE A

### Table 1: APS CLASSIFICATIONS

<table>
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<th>APS Classification</th>
<th>Salary Point</th>
<th>Previous Agreement</th>
<th>Commencement of Agreement 3%</th>
<th>1st increase 12 months after commencement 2%</th>
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### Table 4. MDBA CADET BROADBAND

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**Glossary**

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


**APS** means the Australian Public Service.

**APSC** means the Australian Public Service Commission.

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

**Approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system.

**Child** (for adoption or fostering purposes):

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

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

**Community Service** means an activity other than Jury Service or a voluntary emergency management activity that is of a community service nature prescribed by the Fair Work Regulations pursuant to s109 of the *Fair Work Act 2009*.

**Employee** means a person employed by the MDBA on an ongoing or non-ongoing basis under the *Public Service Act 1999*.

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

**Fair Work Commission** is the national workplace relations tribunal.

**Immediate Family** means:

- a spouse or de facto partner of the employee irrespective of gender (including a former de facto spouse or partner); and/or
• a child (including an adopted child, a step-child, foster-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee; and/or

• a child (including an adopted child, a step-child, foster-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee’s spouse or partner; and/or

• a member of an employee’s household; and/or;

• traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs.

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

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

**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.

**Meal Period** as defined for overtime are:

- 7am – 9am
- 12 noon – 2pm
- 6pm – 7pm
- 12 midnight – 1am

**Medical certificates and other supporting evidence.** Acceptable medical certificates for the purposes of PCS leave for personal injury or illness or caring for the employee’s immediate family or a member of the employee’s household and compassionate leave includes certificates issued by:

- a registered medical practitioner or other health service provider such as a health practitioner where it is accompanied by a referral from a medical practitioner;

- a dentist, optometrist, optician, radiographer, physiotherapist, registered chiropractor, registered podiatrist, or registered nurse for the duration of an appointment. Periods for rest, treatment and/or recuperation beyond the
actual appointment can only be certified by a registered medical practitioner, specialist or a dentist;

- a certificate from a pharmacist where it is not practicable to see a medical practitioner; or

- a statutory declaration where it is not practicable to see a medical practitioner;

- a letter from a facility providing care to an employee’s family member regarding the inability to provide care for a specified period of time; or

- a letter from a health authority placing an employee or a dependant of an employee in quarantine;

- a letter from the court, a family violence support service, lawyer or police officer.

**Non-ongoing employee** means an APS employee as engaged Section 22 of the *Public Service Act 1999* for a specified term or the duration of a specified task or for duties that are irregular and/or intermittent.

**Ongoing employee** means an ongoing employee engaged under Section 22 of the *Public Service Act 1999*.

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

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

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

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

- through a person/organisation with statutory responsibility for the placement of the child; and

- where the child is not expected to return to their family.

**Pre-leave position** in relation to parental and fostering leave: see Section 83 (2) *Fair Work Act 2009*.

**Reasonable and unreasonable additional hours** see Section 62 *Fair Work Act 2009*

**Recognised emergency management body** see Section 109 *Fair Work Act 2009*

**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 MDBA’s Salary Packaging Scheme) or purchased leave options, will not affect salary for these purposes unless specifically authorised/specified.
Standard hours of work are the hours set out in Clause 24 that the MDBA would normally expect an employee to be in attendance if they were not utilising flexible working arrangements.

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

Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au)

Transfer - when used in the context of transfer of staff, is a movement between APS agencies (Section 26 of the Public Service Act 1999), or internal assignment of duties at level or to a lower level (Section 25 of the Public Service Act 1999).

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

Voluntary emergency management activity see Section109 Fair Work Act 2009

Working day means a day of the week excluding Saturday, Sunday and public holidays.

Workplace Representative means a person nominated by the employee to support/represent them or advocate on their behalf. This includes union delegates and employee representatives.
IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2017/2273

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Phillip Glyde, Chief Executive for the Murray-Darling Basin Authority, give the following undertaking with respect to the Murray-Darling Basin Authority Enterprise Agreement 2017-2020 ("the Agreement"): 

1. I have the authority given to me by Murray-Darling Basin Authority to provide this undertaking in relation to the application before the Fair Work Commission.

2. Part-time employment - The pattern of hours specified under section 28 of the Agreement will provide for no less than three hours per day (or an alternative period agreed by the Agency Head and the employee) and will be continuous on any one day.

4. This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

[Signature]

30 JUNE 2017

Date