



Australian Government
**Department of Resources,
Energy and Tourism**

Department of Resources, Energy and Tourism

Enterprise Agreement

2009 — 2011



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GENERAL MATTERS

1.1 Title

This Agreement shall be known as the Department of Resources, Energy and Tourism Enterprise Agreement 2009 – 2011.

1.2 Definitions

In this Agreement, unless the contrary intention appears:

Agreement means the Department of Resources, Energy and Tourism Enterprise Agreement 2009-2011.

APS means the Australian Public Service.

Classification Rules means Public Service Classification Rules 2000.

Employee means an ongoing or non-ongoing employee either full time or part time employed in RET under the *Public Service Act 1999*.

Family means a relation by blood (child, parents, sibling, grandparents, grandchildren), marriage (including de facto and same sex relationships), adoption, fostering, traditional kinship, or a genuine domestic or household relationship with the employee or partner of the employee.

Higher Duties means temporary assignment of duties at or above current classification.

Manager means an employee who has operational and/or supervisory responsibility for another employee or a team of employees.

Non-ongoing employee means an employee engaged for a specific period, the duration of a specified task or duties that are irregular or intermittent, as defined by the *Public Service Act 1999*.

Ongoing employment means ongoing employment as defined by the *Public Service Act 1999*.

Parties to the Agreement are the Secretary (on behalf of the Commonwealth) and non-SES employees of the Department of Resources, Energy and Tourism and the Community and Public Sector Union.

Partner means a person who is living with the employee on a genuine domestic basis whether legally married to the employee or not, without discrimination as to sexual preference.

RET means the Department of Resources, Energy and Tourism.

The Minister means the Minister for Resources and Energy, and Minister for Tourism.

The Secretary means the Secretary of the Department of Resources, Energy and Tourism.

Work Level Standard means the measure of the work value of duties undertaken by a RET employee as prescribed in the RET Work Level Standards as varied from time to time.

Fair Work Act means the *Fair Work Act 2009* as amended and/or replaced by legislation.

1.3 Application and Coverage

1.3.1 This Agreement is made in accordance with s.172 of the *Fair Work Act 2009* between:

- a) the Secretary of the Department of Resources, Energy and Tourism, on behalf of the Commonwealth; and
- b) non-SES employees of the Department of Resources, Energy and Tourism; and

covers the parties and all non-SES employees of RET (except employees who are a party to an Australian Workplace Agreement).

1.4 Duration and Amendment

1.4.1 This Agreement will commence operation on the seventh day after Fair Work Australia approves it. The nominal expiry date is 30 June 2011.

1.4.2 This Agreement constitutes a closed agreement in the settlement of all matters for its duration. The Parties to the Agreement agree that for the life of this Agreement, there will be no further claims in relation to the period covered by this Agreement, except where consistent with the terms of this Agreement.

1.4.3 The parties to this Agreement agree that, should special and extraordinary circumstances arise during the life of this Agreement or where legislative change affects employees' conditions of employment, they will confer to ensure that the objectives of the Agreement continue to be achieved.

1.5 Objectives

1.5.1 This Agreement provides the terms and conditions of employment for employees of RET who are employed in classifications below the Senior Executive Service.

1.5.2 The Parties to the Agreement will endeavour to provide a work environment that:

- is enjoyable and rewarding;
- facilitates a healthy work/life balance;
- has shared goals and instils a sense of belonging;
- provides opportunities for development; and
- provides competitive terms and conditions.

1.5.3 Individual and confidential exit interviews will be available to all staff who leave RET, to facilitate feedback on the success of the Agreement in achieving these objectives.

1.6 Relationship to Legislation

1.6.1 Without incorporating the terms of any legislation into this Agreement, it is acknowledged that employment in RET is subject to the provisions of various Acts (and regulations or instruments made under those Acts) as in force from time to time; including:

- *Long Service Leave (Commonwealth Employees) Act 1976;*
- *Maternity Leave (Commonwealth Employees) Act 1973;*
- *Occupational Health and Safety Act 1991;*
- *Public Service Act 1999;*
- *Public Employment (Consequential and Transitional) Amendment Act 1999;*
- *Safety, Rehabilitation and Compensation Act 1988;*
- *Superannuation Act 1976;*
- *Superannuation Act 1990;*
- *Superannuation Act 2005;*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- *Superannuation Productivity Benefit Act 1988; and*
- *Fair Work Act 2009.*

1.7 Express Power of Delegation

1.7.1 The Secretary may, in writing, delegate to another RET employee, any of his powers or functions under this Agreement.

1.7.2 A RET employee exercising powers or functions under a delegation under this section must comply with any directions of the Secretary.

1.8 Efficiency Measures

1.8.1 This Agreement provides the basis for the objectives of clause 1.5 to be achieved in a number of ways. The Parties to the Agreement will seek to identify and implement ongoing efficiency measures in RET to assist achieving the objectives set out in clause 1.5.

1.8.2 RET will continue to review its work practices with the objective of streamlining processes, leading to productivity savings.

1.9 Effect of RET Policies and Guidelines

1.9.1 This Agreement states the terms and conditions of employment of the employees covered by this Agreement other than the terms and conditions applying under the relevant Commonwealth law.

1.9.2 The operation of this Agreement is supported by RET policies, procedures and guidelines. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.

- 1.9.3 The Parties to this Agreement acknowledge that RET is a relatively new Department and therefore some of the guidelines and policies are new or still in the development stage. Policies, procedures and guidelines which support the operation of this Agreement may be varied from time to time following consultation with the Workplace Consultative Forum in accordance with clause 2.9 of this Agreement.
- 1.9.4 Policies, procedures and guidelines that alter employee conditions or entitlements detrimentally will only be made or varied by agreement of the Parties to the Agreement following consultation.
- 1.9.5 Disputes over the content, application or application of any policies, procedures and guidelines which support the operation of this Agreement will be subject to the Dispute Resolution Procedures of this Agreement.

1.10 Dispute Resolution

- 1.10.1 The objective of these procedures is the prevention and resolution of disputes about:
- a) matters arising in the workplace, including disputes about the interpretation of the Agreement; and
 - b) the National Employment Standards.
- 1.10.2 The Parties to the Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.
- 1.10.3 A party to the dispute may appoint a representative (who may be a union representative) for the purposes of the procedures of this clause. All persons involved in the proceedings under this clause will participate in good faith.
- 1.10.4 In the event there is a dispute, the following processes will apply:
- a) where appropriate, the relevant employee(s) or the employee(s) representative(s) will discuss the matter with the relevant supervisor/s and/or the appropriate level of management;
 - b) in instances where the dispute remains unresolved at sub-paragraph (a), it will be referred to the next appropriate level of management for discussion; and
 - c) if earlier steps do not resolve the dispute, any party to the dispute may refer the matter to Fair Work Australia.
- 1.10.5 Fair Work Australia may deal with the dispute in 2 stages:
- a) Fair Work Australia 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 Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then arbitrate the dispute; and make a determination that is binding on the parties.
- 1.10.6 The parties agree that Fair Work Australia may exercise any powers it has under Chapter 5, Part 5.1, Division 3 of the Fair Work Act as are necessary for the just resolution or determination of the dispute.

- 1.10.7 A person may be assisted and represented at any stage in the dispute process in Fair Work Australia on the same basis as applies to representation before Fair Work Australia under section 596 of the Fair Work Act.
- 1.10.8 Unless the parties to the dispute agree to the contrary, Fair Work Australia will, in responding to the matter, have regard to whether a party has followed the procedures under this clause.
- 1.10.9 The parties to the dispute agree to be bound by any decision made by Fair Work Australia in accordance with this clause.
- 1.10.10 Both employees and management agree that any workplace arrangements, customs, practices or policies in place prior to the commencement of the dispute will continue to apply during the dispute resolution procedure unless there is reasonable concern by the employees about an imminent risk to the employees' health or safety. In these circumstances, employees will not work in an unsafe environment but, where appropriate, may be reassigned to alternative suitable work consistent with the employees' classification levels.
- 1.10.11 Any disputes that arise from the Health and Safety Management Arrangements in the workplace will be dealt with under this clause.
- 1.10.12 Where the right of review provided by section 33 of the Public Service Act and Part 5 of the Public Service Regulations is exercised, and does not fail for want of jurisdiction, the employee will have no right of review with respect to that matter under the dispute resolution procedures of this Agreement.

1.11 Review of Actions

- 1.11.1 Employees have access to an effective and fair avenue for reviewing employment related actions through the Public Service Act and the Public Service Regulations, which is supported by the RETs Review of Actions policy and procedures.
- 1.11.2 Any employee may seek advice and representation at any stage of the process.

1.12 No Further Claims

- 1.12.1 From the commencement of this Agreement, a party to the Agreement, or an employee whose employment is subject to the Agreement, shall not pursue further claims for terms and conditions of employment that would have effect during the period of the operation of this Agreement, except where consistent with the terms of this Agreement.

PEOPLE AND LEADERSHIP

2 People Management

2.1 Values and Code of Conduct

- 2.1.1 The Parties to the Agreement are committed to the APS Values and the APS Code of Conduct set out in the *Public Service Act 1999* and enabled in RET through relevant policies and procedures.
- 2.1.2 Breaches of the APS Code of Conduct will be handled in accordance with the RET Code of Conduct Framework.

2.2 Diversity and Anti-Discrimination

- 2.2.1 The Parties to the Agreement recognise the benefits that flow from a strong commitment to diversity in the workplace and that diversity is essential for attracting and retaining high quality employees and maximising productivity. The Parties to the Agreement will continue to uphold and promote a work environment that is free from discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, or on the basis that an individual either is, or is not, a member of an industrial association.
- 2.2.2 During the life of this Agreement RET will develop and implement strategies to encourage diversity in the workplace and provide support and education in workplace diversity.

2.3 Freedom of Association

- 2.3.1 The Secretary neither encourages nor discourages membership of industrial associations. Employees are free to choose to or not to:
- a) be a member of an industrial association;
 - b) join a particular industrial association; and
 - c) be represented by an industrial association.

2.4 Fair Work Act Information

- 2.4.1 RET accepts that the Fair Work Act makes substantial changes to the rights and obligations of employees, employers and unions. RET commits to making available detailed information to managers and employees about relevant changes, such as the new Fair Work Act General Protections.

2.5 Representation

- 2.5.1 In any matter arising under this Agreement, an employee may have an employee representative, which may be a union representative, assist or represent them, and all relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance includes acting as an advocate.
- 2.5.2 Employees who perform a role as an employee representative will be provided with appropriate training and facilities to perform their function and RET agrees that the representative will not suffer any employment related detriment as a result of performing the representative function.

2.6 Learning and Development

- 2.6.1 RET will continue its current commitment to the development of its employees by maintaining and improving a range of programs and initiatives, including financial assistance to undertake studies as per the Studies Assistance Policy and through the implementation of the Learning and Development Framework.

2.7 Recruitment, Selection and Engagement

- 2.7.1 Employees, including prospective employees, will be selected to undertake duties in accordance with the RET Recruitment, Selection and Engagement policy and procedures.
- 2.7.2 Any mandatory qualifications required for the performance of duties, will be listed in the duty statements appropriate to those duties.

2.8 Use of Non-Ongoing Employees

- 2.8.1 RET will employ non-ongoing employees in accordance with the RET Recruitment, Selection and Engagement policy and procedures.
- 2.8.2 When considering temporarily filling a short term vacancy consideration will be given to ongoing employees who express an interest in performing the duties.

2.9 Consultation

- 2.9.1 For the purpose of this Agreement 'consultation' means:
- a) providing relevant information to employees and, where they choose, their representatives about impending changes, decisions, reviews or other issues that will impact on them so that they are able to meaningfully participate in debate; and, for this to be effective, the participation must be contributing to the decision-making process not only in appearance, but in fact;
 - b) in making decisions, taking account of the views expressed by employees and, where they choose, their representatives; and
 - c) explaining decisions that have been made, including how the views expressed by employees and, where they choose, their representatives were taken into account.
- 2.9.2 The Workplace Consultative Forum (WCF) will be a joint employee and management forum whose purpose will be to oversee implementation of this Agreement, and facilitate consultation between RET and its employees. The WCF will operate in accordance with the WCF Policy.
- 2.9.3 The terms of reference of the WCF are to:
- facilitate consultation between RET and its employees on matters affecting employment;
 - progress employment matters working within the framework of the Enterprise Agreement;
 - consultation about changes to personnel and employment policies and practices before changes are made; and
 - consultation on major employment implications arising from changes to organisational structures, processes and systems.
- 2.9.4 Representation on the WCF will comprise of:
- two management representatives, one of whom will chair the WCF;
 - one employee representative and one shadow representative (backup for the employee representative) for each Division/Group; and
 - one representative from the CPSU who will be formally advised of all meetings, given all paperwork and full participation rights.

- 2.9.5 To assist WCF representatives perform their representative duties, RET will, as far as possible:
- provide advance notice of scheduled meetings;
 - schedule meetings of the WCF during normal working hours (consideration will be given to the availability of representatives whose working arrangements involve part time work); and
 - release representatives from their duties for the purposes of attending scheduled meetings.
- 2.9.6 The WCF secretariat will be provided by the Human Resource Management section.
- 2.9.7 Appointment of employee representatives and shadow representatives will involve a call for nominations, via email, from employees interested in self nominating as a representative of a Division/Group. A nominee will be appointed as the employee representative or shadow representative if the employee is the only nomination. Where more than one nomination is received for a vacancy an election using email voting buttons will be conducted by the WCF secretariat.
- 2.9.8 Should the WCF cease to address its terms of reference, the WCF can be discharged by the Secretary, on receipt of written advice from the WCF chair and/or a majority of the WCF representatives.
- 2.9.9 In the unlikely instance of a discharge of the WCF, a replacement WCF will be constituted as soon as practicable.

3 Remuneration

3.1 Flexibility

- 3.1.1 In recognition of particular skills, capabilities or additional responsibilities, or to meet special workplace circumstances, operational requirements, market rates or to provide individual flexibility, the Secretary may agree to supplement the terms of this Agreement with payments, benefits or conditions, for an employee which are above the provisions of this Agreement. The agreed arrangements will be contained in a written Flexibility Agreement.
- 3.1.2 Flexibility Agreements must deal with one or more of the following matters:
- (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) allowances;
 - (d) leave; and
 - (e) remuneration.
- 3.1.3 There will be no restriction on an employee disclosing arrangements under a Flexibility Agreement to any party. However RET will treat Flexibility Agreements as personal information subject to the relevant privacy provision.

3.1.4 In relation to Flexibility Agreements:

- (a) discussions on a Flexibility Agreement can be initiated by the Secretary or an employee;
- (b) an employee may have an employee representative to represent them in any discussions;
- (c) the Flexibility Agreement may be for a fixed period or only apply when particular conditions are met;
- (d) the Flexibility Agreement must be genuinely agreed by the employer and employee, signed by the Secretary and the employee, and is enforceable as if it is a term of this Agreement;
- (e) the Flexibility Agreement must result in the employee being better off overall than the employee would be if no Agreement was made; and
- (f) RET will report to the Workplace Consultative Forum on the number of Flexibility Agreements in operation and the reasons for their operation without compromising the privacy arrangements above and without identifying individuals.

3.1.5 The employer or employee may terminate the individual Flexibility Agreement:

- (a) by giving no more than 28 days written notice to the other party to the agreement; or
- (b) if the employer and employee agree in writing, at any time.

3.2 Classification Structure

3.2.1 This Agreement contains RET Designations, including broadbanded designations and pay arrangements as specified at Schedule A. Employees will be paid by reference to the RET Designations. RET Designations will be determined by the agreed work level standards to be reviewed by the Workplace Consultative Forum throughout the life of the Agreement. The work level standards cannot be varied without agreement of the parties. Individual employees can seek to have their classifications reviewed against the agreed work level standards. RET Designations correspond to the APS Classification Structure as set out in Schedule A.

3.3 Salary Levels and Increases

3.3.1 Provisions of this Agreement relating to salary and related matters are set out at Schedule A to this Agreement.

3.3.2 It has been agreed that the Average Annualised Wage Increase (AAWI) will be 3.35% over the life of the Agreement. The AAWI is a calculation of the total wage increase applicable over the life of the Agreement, averaged over the Agreement's duration as follows:

$$\text{AAWI}\% = \frac{\text{Total Pay Increase (\%)} \times 365}{\text{Duration of Agreement in Days}}$$

3.3.3 Due to the Agreement length not being a full 24 month period the AAWI of 3.35% per annum will be annualised with the effect being as follows:

- 3.35% per annum with effect from the beginning of the first full pay period after the commencement of the Agreement; and
- the percentage remaining from the AAWI calculation will be with effect from the 1 October 2010 (this percentage payrise will depend on the date the Agreement becomes operational).

3.4 *Payment of Salary*

- 3.4.1 Employees will be paid fortnightly by electronic funds transfer.
- 3.4.2 The fortnightly rate of pay will be ascertained by applying the following formula:
Fortnightly pay = Annual Salary x 12 ÷ 313

3.5 *Salary Advancement within Classification*

- 3.5.1 Salary advancement operates in accordance with the Performance Management Process as detailed at clause 5.

3.6 *Salary on Engagement, Promotion and Movement*

- 3.6.1 Upon engagement, promotion or movement at level the salary payable will be the minimum of the pay scale applicable to the classification, except:
- a) when the Secretary authorises payment of salary at a higher pay point applicable to the classification, subject to any specified qualification or advancement barrier, where the experience, qualifications and skills of the employee warrant payment of salary above the minimum rate; or
 - b) for employees on movement at level, the salary payable within the relevant classification will be equal to the salary previously received by the employee at the equivalent classification, or the next highest point if the salary previously received by the employee is not a point in the relevant classification; or
 - c) for employees on promotion or movement at level from another APS agency or Commonwealth Parliamentary Department whose previous salary for the relevant classification exceeds the maximum for that classification, the employee's salary will be maintained until absorbed by RET's pay increases; or
 - d) where an employee agrees to be assigned duties at a lower classification level, the employee's salary will be paid at the highest point for the lower classification.

3.7 *Supported Wages Scheme*

- 3.7.1 The Supported Wages Scheme will be administered in accordance with Schedule D.

3.8 *Cadets and Graduates*

- 3.8.1 Conditions for Cadet APS and Graduate APS employees will be set out in RET policies and procedures.
- 3.8.2 On successful completion of their course of study or training, employees will be advanced as follows:
- a) Cadet APS employees will be allocated an operational classification under the Classification Rules, to the minimum salary point of an APS Level 3. Cadet APS employees who are invited onto the Graduate Program will be assigned to the Graduate Advancement classification (APS3/APS4 broadbanded designation) and continue to be paid at the APS Level 3. On successful completion of the program, they will be advanced under the terms of this Agreement to at least the equivalent minimum salary point of an APS Level 4 within the Graduate Advancement classification (APS3/APS4 broadbanded designation) and then assigned a RET APS4 designation;

- b) Graduate APS employees will be allocated an operational classification under the Classification Rules, to the equivalent minimum salary point of an APS Level 3 within the Graduate Advancement classification (APS 3/APS4 broadbanded designation). Those employees will then be advanced under the terms of this Agreement to at least the equivalent minimum of an APS Level 4 salary point within the Graduate Advancement classification (APS3/APS4 broadbanded designation) and then assigned a RET APS4 designation. The Graduate Advancement classification (APS3/APS4 broadbanded designation) positions will be separate from, and in addition to, other RET positions.

3.9 Superannuation

- 3.9.1 RET will maintain the rate of employer contributions that would otherwise be payable to the fund the employee is eligible to join (i.e. CSS, PSSdb or PSSap), regardless of the employee's choice of fund. RET may choose to limit Superannuation choice on the basis of funds that allow employee and/or employer contributions to be paid by electronic funds transfer. Except for members of defined benefits schemes the salary for superannuation will be the employee's ordinary time earnings within the meaning of the *Superannuation Guarantee (Administration) Act 1992*.

3.10 Salary Packaging

- 3.10.1 All employees will have access to salary packaging provisions on a 'salary sacrifice' basis, in accordance with RET guidelines. Employees will have the option of electing to take nominated benefits in lieu of their salary. The principal basis on which the benefits are accessible is that the total cost to RET of payment of the benefit (including any changes to RET's taxation liability) is to be equivalent to the total cost to RET of the salary sacrificed. Any increase in cost must be met by the employee.
- 3.10.2 The employee's rate of salary specified at Schedule A to this Agreement will be salary for all purposes. Participation in the salary packaging arrangements will not affect salary for these purposes. The employee's salary for superannuation purposes will be the greater of the salary for the employee's designation or as determined under the relevant superannuation fund's rules.

3.11 Travel Assistance

- 3.11.1 RET will provide employees with travel assistance to cover all reasonable expenses incurred while undertaking business travel. Travel Assistance, both within Australia and overseas, will be administered in accordance with the Chief Executive Instructions and Procedural Rules.
- 3.11.2 Key elements of RET's Travel Assistance include:
- (a) an indicative daily amount to cover incidentals, meals and accommodation, based on the rates specified in the Travel Procedural Rules as varied from time to time through the relevant subscription service;
 - (b) accommodation which is assessed as 3 or 4 star and is within the close proximity of the business location, will be deemed to be a reasonable expense;
 - (c) a non-acquittable amount of \$20 for each day an employee is entitled to Travel Assistance to cover expenditure that cannot be reasonably purchased with the travel card;

- (d) an employee who is undertaking business travel may apply for reimbursement of "Business Related Expenses" if they incur unavoidable, additional expenses outside the Travel Assistance provided. These expenses must be incurred at the traveller's home base and, other than in exceptional circumstances, must be approved prior to the travel being undertaken;
- (e) payment arrangements and the level of entitlement for travel expenses will be reviewed after 21 days away from home and paid on the basis of reasonable actual expenses, as approved by the Secretary.
- (f) business class travel will be used for official overseas travel; and
- (g) Single Day Travel – where an employee is travelling on official business for more than 10 hours which does not involve being absent overnight, the employee's Travel Assistance is restricted to a non-aquittable taxable amount of \$55 only, paid through the payroll system.

3.11.3 The Secretary may approve payment of a cash advance to meet reasonable accommodation, meal and incidental expenses in exceptional circumstances.

3.11.4 Where an employee travelling for business purposes takes personal leave for a condition for which the employee is not at fault, and is unable to return home, the employee is entitled to continue to receive Travel Assistance.

3.12 Family Care Expenses while Travelling

3.12.1 When an employees with family caring responsibilities is required to travel away from home for official purposes, RET will provide reimbursement on production of receipts for the full cost of 'additional commercial care' (over normal arrangements) for family members.

3.13 Excess Travelling Time

3.13.1 An employee up to and including APS Level 4, who is travelling or on duty away from the employee's usual place of work, including for the purposes of clause 4.2.6, will be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of their ordinary hours of duty for the day. The employee will also be paid for the time necessarily elapsing between time of departure from home and commencement of duty at the employee's usual place of work, and the time necessarily elapsing between time of ceasing duty at the employee's usual place of work and arrival at home.

3.13.2 The rate of payment will be single time on Monday to Saturdays and time and a half on Sundays and Public Holidays.

3.14 Relocation

3.14.1 Relocation Assistance will be administered in accordance with these clauses in conjunction with RET's Relocation Policy.

3.14.2 For the purposes of determining Relocation Assistance the following principles apply:

a) RET Initiated Relocations

(i) Permanent

Where an employee is permanently relocated, RET will meet all reasonable costs associated with the relocation.

In addition, employees will be entitled to a non-acquittable one-off lump sum payment as per Table 3 in Schedule B to cover miscellaneous expenditure associated with the relocation.

(ii) Temporary

Where costs have been met for temporary relocation they will also be met for return to the original location.

The entitlement of employees moved temporarily will depend on the length of the movement. As a guide, the following should be a minimum entitlement:

Up to twelve months

Employees in this category should receive payment for all reasonable expenses.

Twelve months or more

Employees in this category should be considered as if it were an ongoing assignment of duties.

b) Employee Initiated Relocations

Relocation Assistance will be agreed between the employee, manager and an Enabling Services Group representative at the time of assignment of duties.

c) Relocation when Moving from another APS Agency to RET

Where an employee is relocated to RET from another APS agency as a result of a merit recruitment process, RET will meet all reasonable costs associated with the relocation. Relocation Assistance will be agreed between the employee, manager and an Enabling Services Group representative at the time of move.

d) Relocation on Engagement to the APS

Relocation Assistance will be agreed between the employee, manager and an Enabling Services Group representative at the time of offer.

e) Job Swaps

Job swaps under clause 9.7 of this Agreement will be deemed permanent RET initiated relocations.

3.15 Overtime, Meal Allowance and Emergency Duty

3.15.1 An employee may be called for duty at any time the employee is reasonably required, subject to prior direction of the Secretary, or if the circumstances do not permit prior direction, subsequently approved in writing by the Secretary.

3.15.2 Except with the approval of the Secretary, an employee in a classification above APS Level 6 will not be eligible to receive overtime payments.

- 3.15.3 Duty will be considered overtime where it falls outside the ordinary hour's bandwidth, or if inside that bandwidth, relates to periods where in excess of eight (8) hours have been worked within the bandwidth by the employee on that day. Any duty included for flex purposes cannot be claimed as overtime.
- 3.15.4 An employee's salary for the purposes of calculation of overtime, will include any allowance which is payable under this Agreement.
- 3.15.5 The hourly rate for overtime payment will be ascertained by applying the following formulas:

Time and a half:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \frac{3}{2}$$

Double time rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times 1$$

Double time and a half rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \frac{5}{2}$$

- 3.15.6 For the purposes of calculating the formula above, prescribed weekly hours before overtime is payable will be 38. The exception is overtime worked on Sunday, and outside ordinary hours on public holidays, by employees whose weekly hours are $36\frac{3}{4}$ when prescribed weekly hours before overtime is payable, will be $36\frac{3}{4}$.
- 3.15.7 Time off in lieu of overtime payments may be granted with agreement between employees and their supervisors. All employees who elect to take their overtime entitlement as time off in lieu will have their time off in lieu calculated at the applicable overtime rate.
- 3.15.8 Sunday duty – day off in lieu. An employee who has been required to perform duty in addition to the employee's prescribed hours of duty for the week, a full day's duty on a Sunday will, wherever practicable (and subject to the agreement of the employee), be granted a day off during the week succeeding that Sunday. Where this occurs, an employee who is eligible for the payment of overtime will be paid an additional one day's pay, in lieu of the provisions of clause 3.15.9.

3.15.9 Overtime will be calculated using the rates below:

| Period | Rate |
|---|---|
| Monday to Friday | Time and a half for the first 3 hours and double time thereafter. |
| Saturday | Time and a half for the first 3 hours and double time thereafter. |
| Sunday | Double time. |
| Public Holidays, during prescribed standard hours | Time and a half (in addition to normal salary). |
| Public Holidays, for any other hours | Double time and a half. |

3.15.10 An employee who works so much overtime that the employee has not had at least eight (8) consecutive hours off duty, plus reasonable travelling time:

- a) between the termination of the employee's ordinary duty on any day or shift, and the commencement of the employee's ordinary work on the next day or shift; or
- b) on a Saturday, Sunday or a public holiday not being an ordinary working day, or on a rostered day off, in the twenty-four hours preceding the employee's ordinary commencing time on the employee's next ordinary day or shift;

will be granted time off under clause 3.15.11.

3.15.11 An employee to whom clause 3.15.10 applies, will be allowed to leave work after such overtime for a period of eight consecutive hours off duty, plus reasonable travelling time, and will suffer no loss of pay for ordinary working time occurring during the employee's absence.

3.15.12 Provided that, if an employee is required to resume or continue work on the instruction of the Secretary, without having had eight consecutive hours off duty plus reasonable travelling time in accordance with clause 3.15.11, the employee will be paid at double ordinary time rates (for time worked) until the employee has had eight consecutive hours off duty, plus reasonable travelling time. The employee is to suffer no loss of pay for ordinary working time occurring during the employee's absence.

3.15.13 The provisions of clauses 3.15.11 and 3.15.12, do not apply to overtime worked in the circumstances covered by clause 3.15.24 (Emergency duty) unless the actual time worked, excluding travelling time, is at least three hours on each call.

3.15.14 The provisions of clauses 3.15.10 to 3.15.13 will not apply to employees who are ineligible for overtime in accordance with clause 3.15.2.

3.15.15 Subject to clauses 3.15.12 to 3.15.20, where an employee is required to perform overtime duty, and such duty is not continuous with ordinary duty, the minimum overtime payment for each separate overtime attendance will be four hours at the prescribed overtime rate.

3.15.16 An employee who performs overtime while in a restriction situation under clause 3.16 (Restriction Duty), will be entitled to a minimum overtime payment as specified in Table 8 of Schedule B and the Hours of Work and Flexitime Policy and Procedures.

- 3.15.17 Where more than one attendance is involved, the minimum overtime payment provision will, subject to the prescribed minimum payment, not operate to increase an employee's overtime remuneration beyond that, to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance, to the ceasing time of duty on a subsequent attendance.
- 3.15.18 For the purposes of determining whether an overtime attendance is, or is not continuous with ordinary duty, or is, or is not separate from other duty, meal periods will be disregarded.
- 3.15.19 Where an overtime attendance not continuous with ordinary duty involves duty both before, and after midnight, the minimum payment provisions of clauses 3.15.15 to 3.15.20, will be satisfied when the total payment for the whole of the attendance equals, or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.
- 3.15.20 The provisions of clauses 3.15.15 to 3.15.19, will not apply to duty which is covered by clause 3.15.24 (Emergency Duty).

Overtime for Part Time Employees

- 3.15.21 In the case of part time employees who occupy classifications below the salary barrier overtime will be paid for all duty performed which is not continuous with an employee's ordinary hours as prescribed at sub-clause 6.4.2.
- 3.15.22 Overtime will be paid for all duty performed on any day which is continuous with an employee's ordinary hours as prescribed which in whole or in part falls outside the bandwidth period, where an employee also completes the ordinary hours of duty on that day.
- 3.15.23 Overtime will be paid for duty which is continuous with an employees ordinary hours, which falls wholly within the bandwidth and which exceeds, in any one week, the employee's prescribed weekly hours.

Emergency Duty

- 3.15.24 Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty at the rate of double time. The time for which payment will be made, will include time necessarily spent in travelling to and from duty. The minimum payment will be two hours at double time.

Overtime Meal Allowance

- 3.15.25 An employee who works extra duty after the end of ordinary duty for the day, to the completion of, or beyond a meal allowance period without a break for a meal, will be paid a meal allowance at the rate specified in Table 4 of Schedule B.
- 3.15.26 A meal allowance is also payable to an employee who:
- a) is required, after the completion of the employee's ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break;
 - b) is required to perform duty before the commencement of ordinary hours of duty, who breaks for a meal and is not entitled to payment for that break; or

- c) is required to perform duty on Saturday, Sunday or public holiday (in addition to the employee's normal weekly hours of duty) extending beyond a meal break and is not entitled to payment for that meal break.

3.15.27 A meal allowance period will mean the following periods:

- 7.00 am to 9.00 am;
- 12 noon to 2.00 pm;
- 6.00 pm to 7.00 pm; and
- midnight to 1.00 am

3.15.28 The Secretary may consider a proposal that other meal allowance periods be substituted for those listed in clause 3.15.27. Where the Secretary agrees, substituted meal allowance periods will apply, provided that a majority of employees affected by such an arrangement genuinely agree. Any such arrangement will provide for four meal allowance breaks in each twenty-four hour cycle.

3.16 *Restriction Duty*

3.16.1 The Secretary may direct an employee to be contactable, and be available to perform extra duty outside of the employee's ordinary hours of duty. The restriction situation will be imposed by prior written direction of the Secretary, or is subsequently approved in writing by the Secretary where the circumstances did not permit prior direction. The provisions of clause 3.15.24 (Emergency Duty), will not apply where an employee is recalled to duty while restricted.

3.16.2 An employee who is required to remain contactable and available to perform extra duty outside the employee's ordinary hours of duty will be paid an allowance. The rate of salary for calculation of the allowance will include higher duties allowance and any other allowances in the nature of salary. The allowance will be paid for each half, or part hour the employee is restricted outside the employee's ordinary hours of duty. The rates of payment for restriction duty are set out in Table 8 of Schedule B. An alternative rate of payment may be determined by the Secretary having regard to the circumstances of the restriction situation. Restriction Duty will be administered in accordance with RET's Hours of Work and Flextime Policy.

3.17 *Central Office Parking*

3.17.1 Existing car parking arrangements for EL2s and equivalent in RET's Central Office will continue for the life of this Agreement. These arrangements will be administered in accordance with the Car Parking Procedural Rule.

4 Allowances

4.1 *Higher Duties Allowance*

- 4.1.1 Opportunities for work at higher levels will continue to be made available, where appropriate, in order to:
- a) enable RET to manage short-term absences and temporary requirements;
and
 - b) enable employees to develop or enhance skills and demonstrate higher level competencies.

- 4.1.2 An employee may be assigned to temporarily perform duties:
- a) at a higher classification level; or
 - b) where the vacant position has higher work level standards within the same level, and the position needs to be filled by a subordinate employee within the same level.
- 4.1.3 An employee who is assigned to perform all the duties of a higher classification (or work level standard) will be paid at the minimum salary point for the higher classification (or work level standard) unless this reduces the total salary paid prior to performing duties at a higher classification. A General Manager or Head of Division can determine a higher salary.
- 4.1.4 Where an employee is assigned to temporarily perform part of the duties of a higher classification, the Secretary may determine the amount of higher duties allowance payable.
- 4.1.5 Where the period of work is expected to be a continuous period of two weeks or more (whether or not that expectation is realised), higher duties allowance will be payable for the entire period worked at the higher level, from commencement of the period.
- 4.1.6 Where the period of work is not expected to be for two weeks or more, but for whatever reason does extend to two weeks or more, higher duties allowance will be payable for the entire period worked at the higher level, backdated to commencement of the period.
- 4.1.7 Where consecutive periods worked at a higher level in different positions, in aggregate, are equal to two weeks, or are expected to equal two weeks or more, then higher duties allowance is payable for each period as above.
- 4.1.8 Any higher duties that will be performed for a period of 12 months or more will be subject to a merit selection process in accordance with the RET Recruitment, Selection Engagement Policy and Procedures.

4.2 *General Allowances*

- 4.2.1 Provisions relating to allowances and similar conditions are set out in this Agreement and in the supporting policies and procedures referred to in this Agreement. Unless specified otherwise, the allowances referred to in this section will be administered in accordance with the RET General Allowances policy and procedures. Allowances and conditions for employees undertaking duties overseas are contained in the Travel Procedural Rules.
- 4.2.2 The allowance rates contained in the agreement are the minimum allowances payable. The Secretary may review and increase the rates of allowances payable having regard to the relevance and adequacy of rates. Revised rates, if any, will be made available to employees.
- 4.2.3 Health and Safety Representative, First Aid Officer and Fire Warden Allowances
Where an employee is appointed as a Health and Safety Representative, First Aid Officer or Fire Warden, and the employee continues to demonstrate skills, knowledge and commitment to their role, an allowance will be paid at the rate specified in Table 1 of Schedule B.
- 4.2.4 Departmental Liaison Employee Allowance
An employee who performs the duties of Departmental Liaison Employee is entitled to be paid an allowance as specified at Table 7 of Schedule B.

4.2.5 Motor Vehicle Allowance

The Secretary may authorise an employee to use a private motor vehicle owned or hired by that employee for official purposes where it will result in greater efficiency, or involve the Commonwealth in less expense. In those circumstances the employee will be paid the appropriate rate of allowance per kilometre as specified in Table 2 of Schedule B.

4.2.6 Disruption Allowance

The Secretary may compensate affected employees where an employee's working conditions are affected by:

- (a) environmental factors including dust, noise, fumes, heat, vibrations, cold, wet, dirt, loss of amenities, general inconvenience; and
- (b) building activities that may cause disabilities at an office location.

Where employees are temporarily relocated, the Excess Travelling Time provisions in clause 3.13.1 will apply for the duration of the temporary relocation.

4.2.7 Loss or Damage to Clothing or Personal Effects

The Secretary may authorise reimbursement of an amount considered reasonable to cover the loss or damage to an employee's clothing or personal effects which resulted from the performance of their duties.

5 Performance Management

5.1 Performance Management

5.1.1 The purpose of the RET Performance Management Process (PMP) is to foster a performance culture in RET by:

- a) linking organisational efforts to corporate outcomes;
- b) identifying, measuring and improving performance against corporate goals;
- c) ensuring employees have a shared understanding of what needs to be achieved;
- d) providing a mechanism to facilitate communication and feedback on performance;
- e) identifying and meeting development and career planning needs of employees; and
- f) recognising achievement in order to reward and retain employees. There will be continuous review and improvement of the PMP.

The RET PMP Principles have been developed to provide a base for the consistent application and interpretation of performance management across RET.

5.1.2 There will be a four point assessment scale with a statement of what constitutes performance for each rating.

Employees who commence with RET in the last 3 months of the PMP cycle will not receive a performance rating in respect of that PMP period.

The link to salary advancement will operate in the following way:

Outstanding, Superior & Effective - A one salary point advancement to occur, but not beyond the top of the classification;

Unsatisfactory – No salary point advancement until after performance returns to ‘Effective’

An employee’s performance can be assessed as ‘Unsatisfactory’ at any time during the PMP cycle provided they receive adequate warning.

- 5.1.3 Any aspect of the application of the PMP may be reviewed under the Review of Actions provisions.

5.2 *Assessment of Performance of Duties at a Higher Level*

- 5.2.1 The performance of employees who have been performing duties at a higher level for four weeks or more during the assessment period, will be assessed in relation to that level as well as in relation to their substantive level. The assessment at the higher level may be used to determine salary placement during further periods of performance at that level, in accordance with the provisions of clause 4.1.3 (HDA), of this Agreement.

5.3 *Managing Underperformance*

- 5.3.1 This clause addresses employees' underperformance against agreed criteria. Underperformance will be managed in accordance with RET’s Managing Underperformance policy and procedures. These procedures are not to be used to address misconduct - RET’s policy and procedures relating to the Code of Conduct are to be used in such cases. Probationary employees are also excluded from these procedures.
- 5.3.2 Where individual employees are assessed as performing at the unsatisfactory level and have been unable to demonstrate improved performance within a reasonable time, their performance will be formally reviewed. RET will give those employees the opportunity and appropriate assistance to improve their performance. Where employees are unable to demonstrate improved performance within a reasonable period of formal review, RET will retain the option of moving those employees to more suitable employment either at level or at lower levels or to terminate their employment.
- 5.3.3 The underlying principles in this review will be:
- a) the acceptance of procedural fairness;
 - b) identification of inefficiency through the Performance Management Process including through feedback sessions between annual appraisals;
 - c) normal counselling and assistance to identify and improve efficiency prior to the assessment in clause 5.3.3(d);
 - d) an assessment period of not less than one (1) month and not longer than two (2) months, after identification of underperformance under clause 5.3.3(b), prior to the imposition of any recommended actions (this assessment may be undertaken by an independent person where the employee so wishes and the Secretary or delegate so directs); and
 - e) employees will not be disadvantaged because of factors that are beyond their control.

6 Managing Work/Life Balance

RET is committed to creating a positive and high performing workplace that values a positive work/life balance for all staff. It is recognised that enabling employees to balance their working and personal lives is important to increase staff retention, reduce absenteeism, increase morale and improve productivity and is important in attracting new staff and graduates.

RET facilitates work/life balance through the development and implementation of formal and informal programs, practices and initiatives that empower employees to balance their work and personal lives. These principles are contained in RET's Work/Life Balance Principles.

6.1 *Work and Life Innovation*

- 6.1.1 The Workplace Consultative Forum will investigate mechanisms to address work life balance, taking into account changes in work and technology, within the first 12 months of this agreement, and will make recommendations.

6.2 *Hours of Work*

- 6.2.1 Full-time employees covered by this Agreement, will have 36¾ hours per week as the standard ordinary hours of duty to be worked on Monday to Friday, between the hours of 8.30 a.m. to 12.30 p.m. and 1.30 p.m. to 4.51 p.m. For part-time employees, standard ordinary hours of duty are those agreed in their part-time work agreement.
- 6.2.2 For the purpose of calculating flextime, the working day will be 7 hours and 30 minutes or for part time employees an equivalent pro-rata calculation. For employees who transferred from the Department of Environment, Water, Heritage and the Arts under s. 72(1)(a) of the *Public Service Act 1999* on 17 April 2008, and remain in the same position they were transferred to, the working day will be 7 hours and 25 minutes or for part time employees an equivalent pro-rata calculation.
- 6.2.3 As a consequence of the increase in hours, employees will be awarded 2 days additional leave. These two additional days of leave will be used to cover the closedown between 25 December and 1 January.
- 6.2.4 The Parties to the Agreement recognise and emphasise the importance of balancing work life and personal life. The appropriate balance is a critical element in developing and maintaining healthy and productive teams. While it is acknowledged that peak workload periods may necessitate some extra hours being worked by some employees, this should be regarded as the exception rather than the rule. Managers and employees have a responsibility to minimise the extent to which employees are required to work excessive hours. Excessive hours would normally include those circumstances where an employee is required to work beyond the employee's *standard ordinary hours/working day/pattern of hours*, ie. 7:30 hrs, over an extended period. In those circumstances where work pressures result in an employee being required to work or being likely to work excessive hours over an extended period, the manager will review workloads and priorities with the employee, to identify appropriate strategies to alleviate the situation. Such strategies will be appropriate to the local workplace and may include (but are not limited to) time off in lieu of excessive hours (including due to travel requirements) or the reallocation of resources.

- 6.2.5 With reference to the bandwidth and pattern of hours, it is not the intention of the Parties to the Agreement that employees are expected, or should perceive that they are expected, to work the full bandwidth and pattern of hours on a daily basis. The intention is to offer the flexibility for managers and their employees to effectively balance work and personal priorities.
- 6.2.6 The Workplace Consultative Forum will investigate strategies to assist employees in balancing work life and personal priorities, in particular the management of excess hours.

6.3 *Flexible Working Hours*

- 6.3.1 The bandwidth for ordinary hours of work will be from 7.00 a.m. to 7.00 p.m., from Monday to Friday (other than on public holidays and other days which are not working days for RET's employees).
- 6.3.2 Flexible working hours will be administered in accordance with RET's Hours of Work and Flextime policy and procedures.
- 6.3.3 Bandwidths will not apply where an employee and the employee's supervisor agree in writing, to other arrangements. However, in those cases, overtime is claimable if an employee is directed to work for more than eight hours on any day.
- 6.3.4 To assist employees balance their work and family/personal life responsibilities, regular workplace meetings and training courses will be scheduled, wherever possible, to meet the needs of the participants. Wherever possible meetings and training courses will not be scheduled before 9.00am and will conclude by 5.00pm.

6.4 *Ongoing Part-Time Work/Job Sharing*

- 6.4.1 Employees will have access to part-time work and job share arrangements in appropriate circumstances. The specified weekly hours for part-time employees can be any number of hours less than 36¾ hours.
- 6.4.2 Regular hours included in part-time work agreements, must generally be within the bandwidth hours specified in clause 6.3.1. However, ongoing part-time employees will be able to access more flexible working hours with the approval of their managers.
- 6.4.3 Part-time work and job share arrangements will be administered in accordance with RET's Part-Time Work policy and procedures.
- 6.4.4 Employees returning from parental leave will be provided with access to part time work upon application, except in exceptional circumstances relating to operational requirements.

6.5 *Home Based Work*

- 6.5.1 RET will continue to facilitate access to home based work in accordance with the RET Home Based Work policy and procedures.

6.6 *Mature Age Workers*

6.6.4 RET values the skills, experience, expertise and knowledge of its older employees. In keeping with the provisions of this agreement relating to the balance between work and home life, measures to assist employees transition to retirement can be explored by mature-age workers and their managers, including the following:

- a) part time work;
- b) flexible working hours;
- c) purchased leave;
- d) job sharing; and
- e) flexible leave arrangements including arrangements to average salary over periods on and off work.

6.7 *Family Assistance Arrangements*

6.7.1 RET will provide family assistance arrangements as follows:

- a) vacation child care subsidy for accredited providers at not less than the amount specified at Table 5 in Schedule B for all employees; and
- b) employees who are breastfeeding, shall be provided with the facilities and support necessary. Employees taking lactation breaks will be considered on duty; and
- c) women in their third trimester will be provided with a car park close to their workplace.

Further details are set out in the Family Assistance Arrangements policy and procedures.

7 *Leave*

Unless specified otherwise, all forms of leave referred to in this section will be administered in accordance with the RET Leave policy and procedures.

7.1 *Personal Leave*

7.1.1 Full time employees will accrue personal leave on a daily basis 18 days paid cumulative personal leave every 12 months continuous service. Ongoing part-time employees will accrue personal leave on a pro-rata basis.

7.1.2 Personal leave may be used for a variety of purposes including sickness and injury, care and support, bereavement and emergencies.

7.1.3 Where an employee has exhausted their paid sick leave, the employee may be granted unpaid sick leave but the total period of leave taken may not exceed 78 weeks (including both paid and unpaid sick leave). All paid sick leave counts as service for all purposes while unpaid sick leave (up to the 78 weeks) also counts as service provided it is supported by a medical certificate.

7.1.4 Personal leave for other purposes has no set cap but is intended for short term use. Use in excess of the annual personal leave credit will be managed on a case by case basis in conjunction with the Human Resource Management Section.

- 7.1.5 Where an ongoing employee joins RET from an employer staffed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999* or from the ACT Government Service, accrued personal leave (however described) will be transferred, provided there is continuity of service.
- 7.1.6 Employees will not be entitled to take personal leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 7.1.7 Where an employee has exhausted their personal leave or does not have personal leave credits, the employee is entitled to 2 days unpaid carer's leave on each occasion when a members of the employee's immediate family or household requires care or support because of:
- a) a personal illness or injury, of the member; or
 - b) an unexpected emergency affecting the member.

7.2 *Compassionate Leave*

- 7.2.1 Employees are entitled to 2 days paid Compassionate Leave on each occasion where a member of the employee's immediate family or household:
- a) suffers a serious injury or illness that poses a threat to their life; or
 - b) dies.
- 7.2.2 Use of compassionate leave does not preclude the use of personal leave to extend the period of absence.

7.3 *Recreation Leave*

- 7.3.1 Full time employees will accrue recreation leave on a daily basis 20 days paid recreation leave every 12 months of continuous service. Part-time employees will accrue recreation leave on a pro rata basis according to their ordinary hours of duty.
- 7.3.2 Employees may make an agreement in writing with the Secretary to cash out up to two week's recreation leave per year (pro-rata for part-time employees), provided they have taken a period of leave (recreation and/or long service) in the same year equal to the amount of leave being cashed out, and the employees remaining accrued entitlement to recreation leave is not less than four weeks. Each cashing out must be by separate agreement in writing. Existing recreation leave entitlements will be maintained. The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave forgone.
- 7.3.3 Where an ongoing employee joins RET from an employer staffed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999* or from the ACT Government Service, accrued recreation leave will be transferred, provided there is continuity of service.

7.4 *Leave for the Birth or Adoption of a Child*

- 7.4.1 RET employees are entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*. In addition to any paid maternity leave entitlement, employees will also be entitled to 2 weeks additional paid leave. Employees may elect to have their salary payments spread over a period of no more than 52 weeks. In this case, employees would receive a reduced rate of payment. Paid leave to a maximum of 14 weeks will count for service for all purposes.

- 7.4.2 An employee, who is the primary carer, will be entitled to paid Adoption Leave of 14 weeks at full pay or 28 weeks at half pay for the purposes of adopting a child. Adoption Leave may be taken in one block or as separate absences over a period of time at the discretion of an employee's manager. The adoptive child must not be a child or step-child of the employee or the employee's partner unless that child has not been in the custody and care of the employee or the employee's partner for a significant period. An employee with less than 12 months continuous service in the APS is eligible for Adoption Leave, but only two weeks will be paid leave. Where an employee elects to take paid Adoption Leave at half pay, a maximum of 14 weeks will count as service for all purposes.
- 7.4.3 Employees will be entitled to one week paid parental leave within one month of the birth of their partner's child. Employees accessing maternity leave are not eligible for paid parental leave.
- 7.4.4 Where employees produce evidence that they are the primary caregiver, they will be entitled to two weeks paid primary caregiver leave. Such leave must be used within twelve months of the birth of a child; is in addition to paid parental leave and will be deducted from the employee's personal leave credit. Primary caregiver leave can be taken in conjunction with a period of paid parental leave. Employees accessing maternity leave are not eligible for paid primary caregiver leave.

7.5 *Purchased Leave*

- 7.5.1 Employees will have access to the purchased leave scheme which provides for access to between three days per annum and ten weeks additional leave in any period up to two years, by paying for the leave progressively over the course of the relevant period.

7.6 *Long Service Leave*

- 7.6.1 Eligible employees may access long service leave for a minimum period of one calendar day. Employees should note that the method of calculating long service leave provided for in the *Long Service Leave (Commonwealth Employees) Act 1976* uses calendar months for both accruing and debiting periods of long service leave.

7.7 *Other Leave*

- 7.7.1 Leave without pay and short term paid leave, will be available in accordance with RET's Leave policy and procedures, including for community service volunteers undertaking emergency services duty (this includes regular training, emergency responses, reasonable recovery time and ceremonial duties).

7.8 *Unauthorised absences*

- 7.8.1 If an employee is absent from duty without authorisation for any period for the purpose of engaging in industrial action, the period of the absence will be dealt with in accordance with the Fair Work Act.
- 7.8.2 If an employee, for any other purpose, is absent from duty without authorisation for any period in excess of thirty minutes, the period of the absence may, at the discretion of RET, not count as service for any purpose and the employee is not entitled to any payment for the period of the absence. When the unauthorised absence is recognised as service, RET may require the employee to work outside standard hours, without the payment of overtime, for a period of time equivalent to the period of any unauthorised absence.

7.8.3 Where an employee is absent from duty without authorisation, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave. Where unauthorised leave is followed by termination of employment, accrued entitlements will be paid.

7.9 *Defence Reserve Leave*

7.9.1 The Secretary may grant an employee Defence Reserve leave, with or without pay, to enable the employee to undertake peacetime training and/or deployment with the Australian Defence Force (ADF).

7.9.2 An employee who is a member of the ADF Reserve may be granted paid Defence Reserve leave of up to 20 days each financial year. During the employee's first year of Defence Reserve service, a further 10 days' paid leave may be granted to allow the employee to participate in common induction training.

7.9.3 Periods of Defence Reserve leave without pay in excess of 6 months do not count as service for annual leave purposes. Leave granted for Defence Reserve purposes counts as service for all other purposes.

7.9.4 Defence Reserve leave entitlements can be accumulated and taken over a period of two years.

7.9.5 In addition to leave approved under this clause, employees who are members of the Defence Reserve may apply for recreation, long service or flex leave for Defence Reserve purposes.

7.10 *War Service Sick Leave*

7.10.1 Employees may be eligible to be granted war service sick leave while unfit for duty because of a war-caused condition. This leave will be administered in accordance with the Leave policy and procedures.

7.11 *Career Break Leave*

7.11.1 Career break leave is for the purposes of refreshment and renewal to employees who have completed at least 5 years service in the APS. The Leave policy and procedures provide details about how this leave is administered.

7.11.2 Employees who have completed a minimum of 5 years service in the APS can take up to 30 working days leave without pay, subject to operational requirements. The leave counts as service and only one grant of career break leave will be approved within any 5 year period after the initial completion of 5 years service.

7.12 Public Holidays

7.12.1 An employee will observe public holidays in accordance with Part 2.2, Division 10 of the Fair Work Act and will be paid salary as if that day were not a public holiday, and an additional day within the Christmas/New Year period according to the table below.

| Christmas Day | Additional Day |
|----------------------|-----------------------|
| Sunday | Wednesday 28 December |
| Monday | Wednesday 27 December |
| Tuesday | Monday 31 December |
| Wednesday | Friday 27 December |
| Thursday | Monday 29 December |
| Friday | Tuesday 29 December |
| Saturday | Wednesday 29 December |

7.13 Variations to Public Holidays

7.13.1 Where the Secretary and a majority of affected employees and the Workplace Consultative Forum agree, another day may be substituted for any holiday prescribed under clause 7.12.

7.13.2 Where the Secretary and the relevant employee agree, a cultural or religious day of significance to the employee may be substituted for any holiday prescribed under clause 7.12. Where an employee cannot work on a day for which a substituted holiday has been granted in accordance with this clause, the affected employee will work make-up time at times to be agreed with the Secretary, without entitlement to overtime payment.

8 Healthy Workplace

8.1 Occupational Health and Safety

8.1.1 RET and its employees agree that they will strive to promote and maintain a safe workplace and work environment, one that is free from bullying, harassment and unsafe hours, and this is critical to a workplace that values and respects its employees.

8.1.2 RET acknowledges its employer responsibilities under the *Occupational Health and Safety Act 1991* (the OH&S Act) and the *Safety, Rehabilitation and Compensation Act 1988*. Occupational health and safety and protection from bullying and harassment are to be facilitated by appropriate measures including Health and Safety Management Arrangements, occupational health and safety policies and an agreement with employee representatives under sub-section 16(3)(c) of the OH&S Act.

8.2 Health and Family Subsidy

8.2.1 RET actively promotes a work/life balance and employee activities that lead to a healthy lifestyle. The subsidy specified at Table 6 of Schedule B for ongoing employees and non-ongoing employees with at least 12 months continuous service, is available per calendar year on production of receipts for health related lifestyle expenses and commercial care for family members. The subsidy will be administered in accordance with the Health Related Lifestyle Expenses policy and procedures.

8.3 *Smoke Free Workplace*

- 8.3.1 RET is a smoke free work place and does not permit employees to smoke during work hours. During the life of this Agreement, RET will continue to provide support for employees to quit smoking.

9 *Managing Excess Employees*

9.1 *Redeployment, Retrenchment and Redundancy*

- 9.1.1 RET will provide employees who are excess or potentially excess because of economic, structural, organisational or technological change with assistance to maximise redeployment opportunities and, as much as practicable, will avoid involuntary retrenchments.

9.2 *Excess Employee*

- 9.2.1 For the purposes of clauses 9.1 to 9.14 of this Agreement, an employee is an excess employee if:
- a) the employee is included in a class of employees employed in the agency, which class comprises a greater number of employees than is necessary for the efficient and economical working of the agency;
 - b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the agency or structural or other changes in the nature, extent or organisation of the functions of the agency; or
 - c) where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality, and the Secretary has determined that these provisions will apply to that employee.

9.3 *Application*

- 9.3.1 The provisions do not apply to an employee whose engagement to the APS is on probation, and that probationary period has not been completed, and to non-ongoing employees.

9.4 *Requirement to Discuss*

- 9.4.1 Where it appears to the Secretary that an employee is likely to become an excess employee, the Secretary will, at the earliest practicable time, advise the employee, provide all relevant details to employees, and arrange discussions with those employees and, where they choose, their representatives. To allow a potentially excess employee to make informed decisions regarding retrenchment options, the employee must have access to information on:
- a) the sums of money the employee would receive by way of redundancy pay, pay in lieu of notice, and paid up leave credits;
 - b) the amount of accumulated superannuation contributions;
 - c) the options open to the employee concerning superannuation;
 - d) the taxation rules applicable to the various payments;
 - e) financial counselling, at RET expense (up to a limit of \$450); and
 - f) the potential for job swaps.

- 9.4.2 Interviews and appointments with financial counsellors may take place during working hours and the employee will be regarded as being on RET business.
- 9.4.3 The Secretary will provide up to \$5,000 for expenses incurred for appropriate career transition services to employees who are identified as excess or potentially excess under clause 9.4.1. These services may include, but are not limited to, career transition counselling, assistance with writing applications, selection interview skills and other job search skills. The services required for any particular individual will be identified in consultation with the individual.
- 9.4.4 Details to be provided: Relevant details for the purposes of clause 9.4.1 will include:
- a) the reasons for the Secretary considering that an employee is likely to become an excess employee; and
 - b) the number, classification, location and details of the employees likely to be excess; or where changes in the employee structure are proposed; and
 - c) the number and classification of employees in the part of the agency affected; and
 - d) the number and classification of employees expected to be required for the performance of any continuing functions in the part of the agency affected.
- 9.4.5 Matters to be discussed: Discussions with employees and, where they choose, their representatives will include, where relevant, discussion of:
- a) measures that could be taken to remove or reduce the incidence of an employee becoming excess;
 - b) redeployment prospects for the employee concerned;
 - c) the appropriateness of using voluntary retrenchment; and
 - d) the method of identifying an employee as excess, having regard to the efficient and economical working of the agency, and the relative efficiency of employees.
- 9.4.6 Timeliness: Subject to clause 9.4.7 the discussions will take place over such time as is reasonable, having regard to the particular matters under discussion and to the need for potential excess employee situations to be resolved quickly.
- 9.4.7 Discussion Period: The Secretary will not invite an employee to volunteer for retrenchment, or advise the employee in writing that the employee is an excess employee, within one month of the Secretary advising the employee and, where they choose, their representatives under clause 9.4.1, except:
- a) where the employee requests, in writing, that a lesser period be applied; or
 - b) the Secretary and representatives agree on a lesser period.

If a lesser period is applied, then the employee is entitled to payment in lieu of the unexpired part of the one month period on the same basis as detailed at clause 9.6.5.

9.5 *Redeployment Prospects*

- 9.5.1 The Secretary will take such action as is reasonable to assess the redeployment prospects of excess employees (including to other agencies), and discuss those prospects with any affected employees or, where they choose, their representatives.

9.6 Voluntary Retrenchment

9.6.1 Election to be retrenched: Subject to clause 9.4.6, the Secretary may invite an excess employee to elect to have their employment terminated under clauses 9.6 and 9.7.

9.6.2 Invitation to elect to be retrenched: Where the Secretary invites an excess employee to elect to be retrenched, the employee will have one month in which to advise the Secretary of an election, and the Secretary will not give notice of termination under s29 of the *Public Service Act 1999* before the end of the one month period, unless the employee submits an application to be retrenched in the interim period. In that circumstance, the Secretary may give notice of termination under s29 of the *Public Service Act 1999* and the employee is entitled to payment in lieu of the unexpired part of the invitation period on the same basis as detailed at clause 9.6.5.

9.6.3 Period of Notice: Subject to clause 9.6.4, where the Secretary approves an election to be retrenched and gives notice of termination under s29 of the *Public Service Act 1999*, the period of notice will be four weeks. In the case of an employee over forty-five years of age the period of notice will be five weeks.

9.6.4 Termination within notice period: Where:

- a) the Secretary directs; or
- b) the employee requests,

an earlier termination date within the period of notice, the excess employee's employment will be terminated on that date, and the employee is entitled to receive payment instead of notice for the unexpired portion of the period.

9.6.5 Payment instead of notice: The amount of the payment instead of notice must equal or exceed the amount the employer would have been liable to pay to the employee at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.

9.6.6 Redundancy benefit: An excess employee who elects to be retrenched in accordance with clauses 9.6 and 9.7 and whose employment is terminated by the Secretary under s.29 of the *Public Service Act* on the grounds that he/she is excess to requirements is entitled to be paid a lump sum as follows:

| Length of Service | Redundancy Pay |
|-------------------------------|---|
| 1 year but less than 2 years | 4 weeks salary |
| 2 years but less than 3 years | 6 weeks salary |
| 3 years but less than 4 years | 7 weeks plus a pro rata payment for each month of service beyond 3.5 years of service |

Employees with at least 4 years service are entitled to redundancy severance pay of 2 weeks salary per completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service. For earlier periods of service to count there must be no breaks between the periods of service, except where:

- a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or

- b) the earlier period of service was with the APS, and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed s.49 of the *Public Service Act 1922*.
- 9.6.7 Provided that the minimum sum payable under clause 9.6.6 will be four weeks salary and the maximum will be forty-eight weeks salary. ‘Weeks salary’ under this sub-clause means the ordinary time rate of pay plus pay-related allowances which form part of the employees taxable salary.
- 9.6.8 The redundancy benefit will be calculated on a pro rata basis where an employee has worked part-time hours during the period of service, and the employee has less than twenty-four years full-time service in accordance with clause 9.6.10.
- 9.6.9 Service for redundancy pay purposes: Subject to clauses 9.6.10 and 9.6.11, ‘service’ means:
- a) Government service as defined in s10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - b) 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 long service leave purposes;
 - c) service with the Australian Defence Force;
 - d) APS service immediately preceding deemed resignation under the repealed s49 of the *Public Service Act 1922* if the service has not previously been recognised for redundancy pay purposes; and
 - e) service in another organisation where:
 - i) an employee was moved from the APS to that organisation with a transfer of a function; or
 - ii) an employee, engaged by that organisation on work within a function is appointed as a result of the move or that function to the APS; and
 such service is recognised for long service leave purposes.
- 9.6.10 Service not to count as service for redundancy pay purposes: Any period of service which ceased in any of the following ways, will not count as service for redundancy pay purposes under clauses 9.6.6 to 9.6.9
- a) termination as an excess employee;
 - b) termination on grounds of inability to perform duties because of physical or mental incapacity;
 - c) lack of, or loss of an essential qualification;
 - d) termination on grounds of non-performance, or unsatisfactory performance, of duties;
 - e) dismissal;
 - f) termination of probation engagement for reasons of unsatisfactory performance, or failure to meet terms of engagement; or
 - g) voluntary retirement at or above the minimum retiring age applicable to the employee, or with the payment of redundancy benefit or similar payment, or an employer-financed retirement benefit.

- 9.6.11 Absences during a period of service: Absences from duty which do not count as service for long service leave purposes, will not count as service for redundancy pay purposes.
- 9.6.12 Rate of payment - redundancy benefit: For the purpose of calculating any payment under clauses 9.6.6 to 9.6.9, 'salary' will include:
- a) the employee's full time salary, adjusted on a pro rata basis for periods of part time service; or
 - b) the full time salary of the higher position, adjusted on a pro rata basis for periods of part time service, where the employee has been acting in a higher position for a continuous period of at least twelve months immediately preceding the date on which the employee is given notice of termination under section 29 of the *Public Service Act 1999*; and
 - c) shift penalties, where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the twelve months preceding being given notice of retrenchment. A weekly average of penalties due over the twelve months will be included in the salary; and
 - d) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

9.7 Offer of Voluntary Redundancy before Involuntary Termination

9.7.1 Where:

- a) a redundancy situation affects a number of employees engaged in the same work, at the same level and in the same location; and
- b) employees have been invited to elect to be terminated under clauses 9.6 and 9.7, the Secretary must not involuntarily terminate any employees if there remain employees engaged in that work, at that level, in that location who have elected to be terminated, been refused, and still wish to elect for voluntary redundancy.

9.7.2 The Secretary may invite employees who are not in a redundancy situation, to express interest in voluntary redundancy under clauses 9.6 and 9.7, where those terminations would permit the redeployment of employees who are in a redundancy situation, who do not wish to accept voluntary redundancy and who would otherwise remain excess.

9.7.3 Job swaps will be available until the end of the period for consideration of voluntary redundancy on an individual basis where an RET employee who is excess but does not want a voluntary redundancy, swaps jobs with an employee from within RET or from another agency who is not excess but who wants voluntary redundancy, subject to the Secretary's approval on a case by case basis.

9.8 Redeployment Periods and Involuntary Redundancy

9.8.1 Redeployment period: Except with the consent of the employee, an excess employee's employment will not be terminated under s29 of the *Public Service Act 1999* on the grounds that they are excess to the requirements of RET, until the following redeployment periods have elapsed:

- a) six months where an employee has twenty or more years of service or is over forty-five years of age; or
- b) four months for other employees.

This retention period will be reduced by an amount equivalent to the employee's National Employment Standards minimum redundancy pay entitlement. This maintains the same amount of entitlement that the employee would be entitled to had they worked the full retention period.

- 9.8.2 Commencement: The redeployment periods will commence at the end of the discussion period.
- 9.8.3 Reassignment of duties at level: During the redeployment period, the Secretary must continue to take all reasonable steps, consistent with the interests of the efficient administration of the agency, to reassign an excess employee to suitable duties of equal classification within the agency.
- 9.8.4 Consideration in isolation: RET will consider an excess employee for vacancies at or below their substantive, in isolation from, and not in competition with other applicants, for an advertised vacancy to which an excess employee seeks to be assigned.
- 9.8.5 Notice periods for reduction in classification: Where the Secretary proposes to reduce an excess employee's classification, the employee will be given no less than one month's notice.
- 9.8.6 Notice periods for involuntary termination: Where the Secretary proposes to involuntarily terminate an excess employee's employment, the employee will be given no less than one month's notice. An employee over forty-five years of age will be given five weeks notice.
- 9.8.7 Served concurrently: The specified periods of notice will as far as practicable be concurrent with the redeployment periods.
- 9.8.8 Voluntary option: An excess employee will not be retrenched involuntarily if:
- a) the employee has not been invited to elect to be terminated under clauses 9.6 and 9.7; or
 - b) the employee has made such an election and the Secretary refuses to approve it.
- 9.8.9 Reduced classification: Where before the end of a redeployment period, an excess employee is reduced in classification, the employee will be eligible to receive income maintenance payments calculated under clause 9.9 for the balance of the four or six month redeployment period.
- 9.8.10 Preference: Where:
- a) the Secretary is to issue a notice of termination under s.29 of the *Public Service Act 1999*;
 - b) the employee has not consented; and
 - c) a vacancy exists in the Secretary's agency which would permit the retention in employment of an employee,
- an ongoing employee will have preference in employment before a non-ongoing employee.

- 9.8.11 Involuntary termination – redundancy benefit: An employee who is involuntarily terminated at the end of the redeployment period under s.29 of the *Public Service Act 1999* will be entitled to a redundancy benefit calculated in accordance with clauses 9.6.6 to 9.6.11, reduced by the amount of salary received by the employee during the redeployment period.
- 9.8.12 Redundancy benefit during the redeployment period: Where an employee consents, the Secretary may terminate the employee during the redeployment period under s.29 of the *Public Service Act 1999* and the employee will be entitled to a redundancy benefit calculated in accordance with clauses 9.6.6 to 9.6.11, reduced by the amount of salary already received by the employee during the redeployment period and reduced by the employee’s National Employment Standards minimum redundancy pay entitlement.

9.9 Maintenance Payments

- 9.9.1 Definition: Income maintenance payments are the amounts payable from time to time to maintain the level of salary being received at the date an excess employee is notified that the employee is excess, or at the date of an excess employee’s reduction in classification.
- 9.9.2 Income maintenance: Income maintenance includes:
- a) higher salary where an employee has been acting in duties at a higher classification level for a continuous period of at least twelve months:
 - i) immediately preceding the date on which the employee is notified that the employee is excess; or
 - ii) immediately preceding the date on which the employee receives notice of reduction in classification under s.23 of the *Public Service Act 1999*; and
 - b) other allowances of loadings in the nature of salary which are paid during periods of leave and on a regular basis, except allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.
- 9.9.3 In regard to the provisions of clause 9.9.2, the salary of the duties at the higher classification level received on that date will be included as salary for income maintenance purposes, provided that the employee would have continued to act in the higher level but for the excess employee situation.

9.10 Leave and Expenses to Seek Employment

- 9.10.1 Leave for interviews: An employee will be entitled to reasonable leave with full pay to attend necessary employment interviews, from the date the employee is:
- a) advised that the Secretary has approved an election by the employee to be terminated, under clause 9.6; or
 - b) advised in writing by the Secretary that the employee is an excess employee.
- 9.10.2 Expenses: Where expenses to attend interviews are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred.

9.11 Moving Household

9.11.1 Relocation expenses: Where it is necessary as a result of assignment or reduction in classification for an excess employee to move the employee's household to a new locality, the employee will be entitled to reasonable expenses as if the employee were being promoted.

9.12 Use of Personal Leave

9.12.1 Extended notice periods: The redeployment or notice periods under clauses 9.8 will be extended by any periods of personal leave certified for personal illness or injury taken during these periods.

9.12.2 Income maintenance while on personal leave: An employee who is entitled to income maintenance and at the date of assignment has accumulated personal leave credits, will be entitled to receive maintenance of income payments in respect of loss of income through personal illness or injury, until such time as those accumulated personal leave credits have exhausted, provided that:

- a) the rate of payment will be as provided in clause 9.9;
- b) entitlement to maintenance of income payments:
 - i) will not exceed the redeployment period;
 - ii) will only apply to absences covered by a medical certificate; and

will only, in relation to access to personal leave credits, be available during the period of income maintenance.

9.13 Reviews

9.13.1 Review rights: Without affecting the employee's right under the Fair Work Act, an excess employee will have the right of review against:

- a) any decision taken in relation to the employee's eligibility for benefits under clauses 9.10 and 9.12;
- b) the amount of such benefits; or
- c) the amount of income maintenance payable under clause 9.9.

9.13.2 Review committee: A review made under clause 9.13, will be referred to a committee comprising:

- a) an independent convenor agreed to by the Secretary and the employee or their nominated representative;
- b) a nominee of the Secretary; and
- c) a nominee of the employee's choice.

9.13.3 Reporting requirements: The Committee will report its findings to the Secretary with a recommendation for action appropriate to the case.

9.13.4 Review of Notice Decisions: Rights of review against the giving of notice of reduction in classification are available through the Review of Actions provisions set out at clause 1.11 of this Agreement. Rights of review against the giving of notice of retrenchment will be in accordance with the termination of employment provisions of the Fair Work Act as set out at clause 10 of this Agreement.

9.14 Agreement not to Prevent Other Action

9.14.1 Act provisions: Nothing in these provisions will prevent the reduction in classification of an employee, or the termination of an employee as a result of action under the provisions of the *Public Service Act 1999* relating to breaches of the Code of Conduct, physical or mental incapacity where this impacts on the employee's ability to perform the inherent requirements of their job, unsatisfactory or non-performance of duties, or loss of essential qualifications.

10 Review of Termination of Employment

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

- the Fair Work Act, particularly Part 6.4 of that Act;
- other Commonwealth laws (including the Constitution); and
- common law.

10.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures/review of action procedures addressed in clauses 1.10 and 1.11 of this Agreement.

10.3 Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with s.789(1)(b) of the Fair Work Act, subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the Code of Conduct under s.15 of the *Public Service Act 1999*.

Signatories

For the Commonwealth

John Pierce
Secretary
Department of Resources, Energy and Tourism
For and on behalf of the Commonwealth

October 2009

Bargaining Representatives

Nadine Flood
Deputy Secretary
Community and Public Sector Union
40 Brisbane Avenue
Barton ACT 2600

October 2009

Heath Axelby
Department of Resources, Energy and Tourism

October 2009

Andrew Lewis
Department of Resources, Energy and Tourism

October 2009

SCHEDULE A – Classifications and Salaries

RET Classifications and APS Classification Structure Equivalents

| RET Designation | APS 8 Level Classification Structure |
|---|--------------------------------------|
| Executive Level 2 Legal 2 | Executive Level 2 |
| Executive Level 1 Legal 1 (Broadbanded pay point 8-10) | Executive Level 1 |
| APS 6 Legal 1 (Broadbanded pay point 5-7) | APS Level 6 |
| APS 5 Legal 1 (Broadbanded pay point 4) | APS Level 5 |
| APS 4 Legal 1 (Broadbanded pay point 3) | APS Level 4 |
| APS 3 Legal 1 (Broadbanded pay point 1-2) | APS Level 3 |
| APS 2 | APS Level 2 |
| APS 1 | APS Level 1 |

Translation of DEH and DEST Classifications to RET Classification Structure

| Current Classification | Pay Point | RET Translation Classification | RET Translation Pay Point |
|------------------------|---------------------------------|--------------------------------|---|
| DEH APS 6 | 6.1 6.2 6.3 6.4 6.5 | APS 6 | APS 6.2 APS 6.2 APS 6.3 APS 6.3 APS 6.3 |
| DEST APS 6 | 1 2 3 4 5 | APS 6 | APS 6.1 APS 6.2 APS 6.2 APS 6.2 APS 6.3 |
| DEST Executive Level 1 | 1 2 3 4 | Executive Level 1 | EL 1.1 EL 1.2 EL 1.2 EL 1.3 |

RET Classifications and Salaries

| Classification | Current Structure | | Salary Rates as at | |
|-------------------|-------------------|-----------|---|---|
| | Pay Point | Salary | First full pay period after commencement of the Agreement 3.35% | 1 October 2010 (Percentage payrise to be advised after commencement of the Agreement, see clause 3.3) 2.21% |
| Executive Level 2 | EL 2.4 | \$111,401 | \$115,133 | \$117,677 |
| | EL 2.3 | \$107,889 | \$111,503 | \$113,967 |
| | EL 2.2 | \$99,850 | \$103,195 | \$105,476 |
| | EL 2.1 | \$92,823 | \$95,933 | \$98,053 |
| Executive Level 1 | EL 1.3 | \$88,270 | \$91,227 | \$93,243 |
| | EL 1.2 | \$84,304 | \$87,128 | \$89,054 |
| | EL 1.1 | \$80,337 | \$83,028 | \$84,863 |
| APS 6 | APS 6.3 | \$72,765 | \$75,203 | \$76,865 |
| | APS 6.2 | \$67,782 | \$70,053 | \$71,601 |
| | APS 6.1 | \$63,090 | \$65,204 | \$66,645 |
| APS 5 | APS 5.3 | \$61,941 | \$64,016 | \$65,431 |
| | APS 5.2 | \$60,243 | \$62,261 | \$63,637 |
| | APS 5.1 | \$58,412 | \$60,369 | \$61,703 |
| APS 4 | APS 4.3 | \$56,998 | \$58,907 | \$60,209 |
| | APS 4.2 | \$54,618 | \$56,448 | \$57,696 |
| | APS 4.1 | \$52,371 | \$54,125 | \$55,321 |
| APS 3 | APS 3.3 | \$50,962 | \$52,669 | \$53,833 |
| | APS 3.2 | \$48,852 | \$50,489 | \$51,605 |
| | APS 3.1 | \$46,989 | \$48,563 | \$49,636 |
| APS 2 | APS 2.3 | \$45,939 | \$47,478 | \$48,527 |
| | APS 2.2 | \$43,502 | \$44,959 | \$45,953 |
| | APS 2.1 | \$41,256 | \$42,638 | \$43,580 |
| APS 1 | APS 1.3 | \$40,462 | \$41,817 | \$42,741 |
| | APS 1.2 | \$38,459 | \$39,747 | \$40,625 |
| | APS 1.1 | \$36,455 | \$37,676 | \$38,509 |

| Classification | Current Structure | | Salary Rates as at | |
|--|-------------------|-----------|---|---|
| | Pay Point | Salary | First full pay period after commencement of the Agreement 3.35% | 1 October 2010 (Percentage payrise to be advised after commencement of the Agreement, see clause 3.3) 2.21% |
| Legal 2 | Legal 2.3 | \$114,174 | \$117,999 | \$120,607 |
| | Legal 2.2 | \$109,937 | \$113,620 | \$116,131 |
| | Legal 2.1 | \$106,714 | \$110,289 | \$112,726 |
| Legal 1 (APS 3 / 4 / 5 / 6 / EL 1 Broadband) | Legal 1.10 | \$99,278 | \$102,604 | \$104,872 |
| | Legal 1.9 | \$89,808 | \$92,817 | \$94,868 |
| | Legal 1.8 | \$80,337 | \$83,028 | \$84,863 |
| | Legal 1.7 | \$70,800 | \$73,172 | \$74,789 |
| | Legal 1.6 | \$66,819 | \$69,057 | \$70,583 |
| | Legal 1.5 | \$63,090 | \$65,204 | \$66,645 |
| | Legal 1.4 | \$58,798 | \$60,768 | \$62,111 |
| | Legal 1.3 | \$55,389 | \$57,245 | \$58,510 |
| | Legal 1.2 | \$51,892 | \$53,630 | \$54,815 |
| | Legal 1.1 | \$48,415 | \$50,037 | \$51,143 |
| Graduate Advancement (APS 3 / 4 Broadband) | Grad 4.3 | \$56,998 | \$58,907 | \$60,209 |
| | Grad 4.2 | \$54,618 | \$56,448 | \$57,696 |
| | Grad 4.1 | \$52,371 | \$54,125 | \$55,321 |
| Available only to Graduate on advancement | Grad 3.3 | \$50,962 | \$52,669 | \$53,833 |
| | Grad 3.2 | \$48,852 | \$50,489 | \$51,605 |
| | Grad 3.1 | \$46,989 | \$48,563 | \$49,636 |
| Graduate APS | Grad 3 | \$46,974 | \$48,548 | \$49,621 |
| | Grad 2 | \$45,748 | \$47,281 | \$48,326 |
| | Grad 1 | \$44,632 | \$46,127 | \$47,146 |
| Cadet APS – Study (full time) | 2 | \$20,160 | \$20,835 | \$21,295 |
| | 1 | \$19,612 | \$20,269 | \$20,717 |
| Cadet APS – Training | 3 | \$40,288 | \$41,638 | \$42,558 |
| | 2 | \$38,188 | \$39,467 | \$40,339 |
| | 1 | \$36,455 | \$37,676 | \$38,509 |

SCHEDULE B – Allowances

Table 1 – First Aid Certificate, Health and Safety Representative and Fire Warden Allowance

| Allowance (clause 4.2.3) | Rate | |
|--|---|---|
| | First full pay period after commencement of the Agreement | 1 October 2010 (Allowance will increase by the same percentage as calculated for the payrise in clause 3.3, to be advised after commencement of the Agreement) |
| First aid certificate Health and safety representative Fire warden allowance | \$17.36 | \$17.74 |

Table 2 – Motor Vehicle Allowance

Clause: 4.2.5

Date of Effect: 19/12/08

Reference: Relevant Subscription Service

| Part A | Column 2 Engine capacity - Non-rotary engine | Column 3 Engine capacity - Rotary engine | Column 4 Allowance per kilometre |
|--------|--|--|-------------------------------------|
| 1 | Above 2600cc | Above 1300cc | 76.00cents |
| 2 | 1601 to 2600cc | 801 to 1300cc | 75.00 cents |
| 3 | 1600cc or less | 800cc or less | 62.00 cents |

| |
|---|
| Part B |
| 0.85 of one cent per kilometre for each kilometre travelled |

Table 3 – Disturbance Allowance

Clause: 3.14.2

Date of Effect: 19/12/08

Reference: Relevant Subscription Service

| Employee without dependants or partner | Employee with one or more dependants or Partner |
|--|---|
| \$482.00 | \$1,008.00 |

Table 4 – Overtime Meal Allowance

Clause: 3.15.25 to 3.15 28

Date of Effect: 1/7/09

Reference: Relevant Subscription Service

| | |
|------------------------|---------|
| Amount per meal | \$24.95 |
|------------------------|---------|

Table 5 – Vacation Child Care Subsidy

Clause: 6.7.1(a)

Date of Effect: On commencement of Agreement

| | |
|-----------------|---------|
| Full Day | \$22.00 |
| Part Day | \$11.00 |

Table 6 – Healthy and Family Subsidy

Clause: 8.2.1

Date of Effect: On commencement of Agreement

| | |
|-------------|-----------------|
| Rate | \$250 per annum |
|-------------|-----------------|

Table 7 – Departmental Liaison Employee Allowance

| Allowance (clause 4.2.4) | Rate | |
|-------------------------------------|--|---|
| | First full pay period 24 months after commencement of the Agreement | 1 October 2010 (Allowance will increase by the same percentage as calculated for the payrise in clause 3.3, to be advised after commencement of the Agreement) |
| Departmental Liaison Employee | \$15,001 | \$15,333 |

Table 8 – Restriction Duty – Rate of Payment

Clause: 3.16

| RESTRICTION PERIOD | RATE |
|---------------------------|-------------|
| Monday to Friday | 7.5% |
| Saturday and Sunday | 10% |
| Public Holiday | 15% |

| MINIMUM PAYMENT | HOURS |
|------------------------|--------------|
| Duty not at work | One |
| Duty at work | Three |

SCHEDULE C – Supported Salary Rates and Conditions of Employment

1. Supported salary rates and conditions of employment shall apply to an employee with a disability who is eligible for consideration under the supported wage system. In the context of this clause, the following definitions will apply:

Supported Wage System means the Commonwealth Government system to promote employment for people who cannot perform work at full salary because of a disability, as documented in “Supported Wage System: Guidelines and Assessment Process”.

Accredited Assessor means a person accredited by the managing unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.

Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

Assessment instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

2. **Eligibility criteria** – Employees covered by the Supported Wage System will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension. The System’s provisions do 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 Departmental arrangements relating to the rehabilitation of employees who are injured in the course of their employment. The System’s provisions also do not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986*, and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of that Act, or if a part only has received recognition, that part.

3. **Supported wage rates** – Employees to whom the System applies shall be paid the applicable percentage of the salary prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

| Assessed Capacity (Clause 4) | % of prescribed salary |
|---------------------------------|------------------------|
| 10% * | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

(Provided that the minimum amount payable shall be not less than \$71 per week).

**Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.*

4 Assessment of capacity – For the purpose of establishing the percentage of the salary to be paid to an employee, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument.

5 Lodgement of assessment instrument – All assessment instruments shall be agreed and signed by the parties to the assessment. All assessment instruments, including the appropriate percentage of the salary to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

6 Review of assessment – The assessment of the applicable percentage should be subject to annual review or earlier, on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

7 Other terms and conditions of employment – Where an assessment has been made, the applicable percentage shall apply to salary only. Employees covered by the provisions of the System 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.

8 Workplace adjustment – A part of RET wishing to employ a person under the provisions of the System, is that it shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

9 Trial period – In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of the System for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed. During that trial period the assessment of capacity shall be undertaken and the proposed salary for a continuing employment relationship shall be determined. The minimum amount payable to the employee during the trial period shall be no less than \$64 per week. Work trials should include induction or training as appropriate to the job being trialled. Where RET and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 4.

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