



Australian Government
Department of Resources,
Energy and Tourism



ENTERPRISE AGREEMENT 2011-14



TABLE OF CONTENTS

GENERAL MATTERS	5
1.1 Title	5
1.2 Definitions	5
1.3 Application and Coverage	6
1.4 Duration and Amendment	6
1.5 Objectives	7
1.6 Relationship to Legislation	7
1.7 Express Power of Delegation	7
1.8 Efficiency Measures	8
1.9 Effect of RET Policies and Guidelines	8
1.10 Dispute Resolution	8
1.11 Review of Employment Related Matters	10
1.12 No Further Claims	10
PEOPLE AND LEADERSHIP	10
2 People Management	10
2.1 Values and Code of Conduct	10
2.2 Diversity and Anti-Discrimination	10
2.3 Freedom of Association	11
2.4 Representation	11
2.5 Principles Relating to Workplace Delegates	11
2.6 Learning and Development	12
2.7 Recruitment, Selection and Engagement	13
2.8 Forms of Employment	13
2.9 Consultation – Workplace Consultative Forum	14
2.10 Consultation on Major Changes	15
3 Remuneration	16
3.1 Individual Flexibility Arrangements	16
3.2 Classification Structure	17
3.3 Salary Levels and Increases	18
3.4 Payment of Salary	18
3.5 Salary Advancement within Classification	18
3.6 Salary on Engagement, Promotion and Movement	18
3.7 Supported Wages Scheme	19
3.8 Cadets and Graduates	19
3.9 Superannuation	19
3.10 Salary Packaging	20
3.11 Travel Assistance	20

3.12	Family Care Expenses while Travelling	21
3.13	Excess Travelling Time	21
3.14	Relocation	22
3.15	Overtime, Meal Allowance and Emergency Duty	23
3.16	Restriction Duty	27
3.17	Parking	27
4	Allowances	27
4.1	Higher Duties Allowance	27
4.2	General Allowances	28
5	Performance Management	29
5.1	Performance Management	29
5.2	Assessment of Performance of Duties at a Higher Level	30
5.3	Managing Underperformance	30
6	Managing Work/Life Balance	31
6.1	Hours of Work	31
6.2	Flexible Working Hours	32
6.3	Ongoing Part-Time Work/Job Sharing	33
6.4	Home Based Work	34
6.5	Mature Age Workers	34
6.6	Family Assistance Arrangements	34
6.7	Flexible Work Arrangements for Parents	35
6.8	Return to Work after Parental/Maternity Leave	35
7	Leave	36
7.1	Personal Leave	36
7.2	Compassionate Leave	37
7.3	Recreation Leave	37
7.4	Leave for the Birth or Adoption or Fostering of a Child	38
7.5	Purchased Leave	39
7.6	Long Service Leave	39
7.7	Other Leave	39
7.8	Unauthorised absences	39
7.9	Defence Reserve Leave	40
7.10	War Service Sick Leave	41
7.11	Career Break Leave	41
7.12	Public Holidays	41
7.13	Christmas Closedown	42
8	Healthy Workplace	42
8.1	Occupational Health and Safety	42
8.2	Health and Family Subsidy	43

8.3	Smoke Free Workplace	43
9	Managing Excess Employees	43
9.1	Redeployment and Redundancy	43
9.2	Excess Employee	43
9.3	Application	44
9.4	Requirement to Discuss	44
9.5	Redeployment Prospects	45
9.6	Voluntary Redundancy	45
9.7	Offer of Voluntary Redundancy before Involuntary Termination	48
9.8	Redeployment Periods and Involuntary Redundancy	49
9.9	Maintenance Payments	50
9.10	Leave and Expenses to Seek Employment	51
9.11	Moving Household	51
9.12	Use of Personal Leave	51
9.13	Reviews	52
9.14	Agreement not to Prevent Other Action	52
10	Review of Termination of Employment	53
	SIGNATORIES	54
	SCHEDULE A – Classifications and Salaries	55
	RET Classifications and APS Classification Structure Equivalents	55
	RET Classifications and Salaries	56
	SCHEDULE B – Allowances	58
	SCHEDULE C – Supported Salary Rates and Conditions of Employment	60
	INDEX	63

1 GENERAL MATTERS

1.1 Title

This Agreement shall be known as the Department of Resources, Energy and Tourism Enterprise Agreement 2011 – 2014.

1.2 Definitions

In this Agreement, unless the contrary intention appears:

Adopted Child means a young person adopted under the law of any place, whether in Australia or not.

Agreement means the Department of Resources, Energy and Tourism Enterprise Agreement 2011-2014.

APESMA means the Association of Professional Engineers, Scientists and Managers, Australia.

APS means the Australian Public Service.

Casual Employee means an employee engaged to perform duties that are irregular or intermittent in nature, as defined by the Public Service Act 1999.

Classification Rules means Public Service Classification Rules 2000.

CPSU means the Community and Public Sector Union.

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

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

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

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

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

Higher Duties means temporary assignment of duties at a higher work level standard within the employee's current classification, or duties above the employee's current classification.

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

NES means the National Employment Standards under the Fair Work Act 2009.

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.

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.

Persons and Organisations Covered by the Agreement are the Secretary (on behalf of the Commonwealth) and non-SES employees of the Department of Resources, Energy and Tourism and any employee organisation who gives notice in accordance with subsection 183(1) of the Fair Work Act 2009 that the organisation wants to be covered by this agreement.

RET means the Department of Resources, Energy and Tourism.

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

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

1.3 Application and Coverage

1.3.1 This Agreement is made in accordance with s.172 of the Fair Work Act 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
- c) covers all non-SES employees of RET.

1.3.2 This Agreement will not apply to an employee while an Australian Workplace Agreement applies to the employee.

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 2014.

1.4.2 The persons and organisations covered by this agreement agree that, should special and extraordinary circumstance arise during the life of the 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 (SES).
- 1.5.2 The persons and organisations covered by 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 persons and organisations covered by this 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 Subject to payroll processing deadlines, on the next available payday following 27 January 2012, a one off gross productivity payment of \$750 will be paid to each employee whose employment is covered by the terms of this Agreement, and who is engaged by RET on the date this Agreement commences. This payment will not be reduced for those employees who work less than full-time hours.

1.8.3 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 terms and conditions also apply to RET employees under 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 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 persons and organisations covered by this Agreement following consultation.

1.9.5 Disputes over the content, application or application of any policies, procedures and guidelines, including occupational health and safety, 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 If a dispute relates to a matter under this agreement, or the National Employment Standards, the parties to the dispute must first attempt to

resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.

- 1.10.2 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 1.10.1, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.
- 1.10.3 If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 1.10.1 and 1.10.2, a party to the dispute may refer the matter to Fair Work Australia.
- 1.10.4 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;
 - i) arbitrate the dispute; and
 - ii) make a determination that is binding on the parties.
- Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act.*
- A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.*
- 1.10.5 RET or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of clause 1.10.
- 1.10.6 Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the Fair Work Act.
- 1.10.7 Work will continue while the dispute resolution process procedures in this section are applied. In instances where a genuine safety issue is involved, staff will not be required to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved.
- 1.10.8 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.
- 1.10.9 Refer also to clause 1.9 on the Effect of RET Policies and Guidelines.

1.11 Review of Employment Related Matters

- 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 RET's Review of Employment Related Matters policy.
- 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 person or organisation covered by the Agreement will not pursue further claims for the terms and conditions of employment that would have effect during the period of 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 persons and organisations covered by this 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 persons and organisations covered by this 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 persons and organisation covered by this 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.
- 2.2.3 RET will make all reasonable endeavours over the life of this agreement to increase the attraction and retention of:

- Aboriginal and Torres Strait islander employees;
- employees with a disability; and
- employees from culturally and linguistically diverse backgrounds.

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 Representation

- 2.4.1 In any matter arising under this Agreement, an employee may have an employee representative, which may be, or may not 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.
- 2.4.2 Employees who perform a role as an employee representative will be provided with appropriate training (by the appropriate party) 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.

2.5 Principles Relating to Workplace Delegates

- 2.5.1 The role of union workplace delegates and other elected union representatives is to be respected and facilitated.
- 2.5.2 RET and union workplace delegates must deal with each other in good faith.
- 2.5.3 In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:
- a) the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
 - b) recognition by RET that endorsed workplace delegates speak on behalf of their members in the workplace;
 - c) the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act;
 - d) the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at RET during normal working hours;

- e) the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
- f) undertaking their role and having union representation in RET's Workplace Consultative Forum;
- g) reasonable access to RET's facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms, and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to RET's policies and protocols;
- h) the right to address new employees about union membership at the time they enter employment;
- i) the right to consultation, and access to relevant information about the workplace and RET; and
- j) the right to reasonable paid time to represent the interests of members to RET and industrial tribunals.

2.5.4 In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- a) reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace. And receive advice and assistance from union staff and officials in the workplace;
- b) reasonable access to appropriate training in workplace relations matters including training provided by a union; and
- c) reasonable paid time off to represent union members in RET at relevant union forums.

2.5.5 In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely affect on the efficient operation of RET and the provision of services by the Commonwealth.

2.5.6 For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

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.

- 2.6.2 RET is committed to ensuring that access to studies assistance and entitlements will not be reduced from current entitlements.
- 2.6.3 RET will pay professional association membership costs and/or accreditation or registration fees and any other associated professional development and training costs or other fees for employees undertaking duties or responsibilities that require professional skills and the maintenance of membership of the relevant professional association, accreditation or registration.
- 2.6.4 Professional register – RET will create a voluntary register of employees' professional skills and qualifications. This will enable RET to be aware of staff with professional skills and qualifications across the Department. The register will be made available to managers who may be able to utilise the professional skills and qualifications of employees within the Department for specific project work. Managers seeking to use the register of professional skills and qualifications should discuss any requirements to work hours that cannot be managed with the employee's current normal working arrangements, and that involvement with the specific project work will not unduly affect the employee's primary duties. This voluntary register is not a replacement for seeking advice from professional teams which are already operating within the Department, for example the legal and accounting teams. This facility will not replace or limit the Department's need to seek independent professional advice.

2.7 Recruitment, Selection and Engagement

- 2.7.1 Employees, including prospective employees, will be selected to undertake duties in accordance with the RET Non-SES Recruitment Framework and the requirements of relevant Commonwealth laws (for example, the Public Service Act 1999).
- 2.7.2 Any mandatory qualifications required for the performance of duties will be listed in the position profiles that relate to those duties.

2.8 Forms of Employment

- 2.8.1 The usual basis for engagement in RET is as an ongoing employee.
- 2.8.2 Where necessary, RET may employ persons as non-ongoing employees, for a specified term or for the duration of a specified task or for duties that are irregular or intermittent, in accordance with the RET Non-SES Recruitment Framework.
- 2.8.3 A casual employee is an employee engaged under section 22(2)c of the Public Service Act 1999 to undertake duties that are of an intermittent or irregular nature with no guarantee of hours per fortnight.

2.8.4 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 – Workplace Consultative Forum

2.9.1 For the purpose of this clause '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 RET is committed to consulting with staff using the Workplace Consultative Forum (WCF) in matters that affect them in the workplace.

2.9.3 The 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.

2.9.4 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;
- consult about changes to personnel and employment policies and practices before changes are made; and
- consult on major employment implications arising from changes to organisational structures, processes and systems.

2.9.5 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;
- one representative from each of the signatories to this Agreement, either the CPSU, APESMA or individuals, who will be formally advised of all meetings, given all paperwork and full participation rights; and

- individuals who may be invited for particular matters with the agreement of the WCF.
- 2.9.6 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.
- 2.9.7 The WCF secretariat will be provided by the Human Resource Management section.
- 2.9.8 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. 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.
- 2.9.9 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.
- 2.9.10 In the unlikely instance of a discharge of the WCF, a replacement WCF will be constituted as soon as practicable.

2.10 Consultation on Major Changes

- 2.10.1 This clause applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provisions are already made elsewhere in this enterprise agreement regarding a specific major change.
- 2.10.2 Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.
- 2.10.3 Significant effects include:
- termination of employment;
 - major changes in the composition, operation or size of RET's workforce or in the skills required;

- the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- significant alteration in hours of work;
- the need to retrain employees;
- the need to relocate employees to another workplace; and
- the major restructuring of jobs.

2.10.4 The Secretary must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 2.10.2, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

2.10.5 The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 2.10.2.

2.10.6 For the purposes of such discussion, the employees concerned, and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Secretary is not required to disclose confidential or commercially sensitive information to the employees.

3 REMUNERATION

3.1 Individual Flexibility Arrangements

3.1.1 The Secretary and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the agreement if:

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

- 3.1.2 The Secretary must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Fair Work Act; and
 - b) are not unlawful under section 194 of the Fair Work Act; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 3.1.3 The Secretary must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the Secretary and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 3.1.4 The Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 3.1.5 The Secretary or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the Secretary and employee agree in writing – at any time.
- 3.1.6 RET will report to the WCF on the number of Individual Flexibility Agreements in operation and the reasons for their operation without compromising privacy and without identifying individuals.

3.2 Classification Structure

- 3.2.1 This Agreement contains RET Classifications, including broadbanded classifications and pay arrangements as specified at Schedule A. Employees will be paid by reference to the RET Classifications. RET Classifications will be determined by the agreed work level standards to be reviewed by the WCF throughout the life of the agreement. The work level standards cannot be varied without agreement of the persons or organisations covered by this Agreement. Individual employees can seek to have their classifications

reviewed against the agreed work level standards. RET Classifications correspond to the APS Classification Structure as set out in Schedule A.

3.3 Salary Levels and Increases

3.3.1 Employees will receive increases to base salary from:

- commencement of this Agreement,
- 1 July 2012, and
- 1 July 2013

payable on the next available payday subject to payroll processing deadlines.

3.3.2 The salary rates payable as a result of these increases are set out Schedule A to this Agreement.

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: $\text{Fortnightly pay} = \text{Annual Salary} \times 12 \div 313$

3.4.3 Casual employees will receive a salary loading in line with any modern award established by Fair Work Australia applying to RET, (or, where one is not available, in line with the FWA's determination of the casual loading for award/agreement free employees) in lieu of public holidays not worked and all paid leave entitlements, other than long service leave. Such employees will accrue long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976. The loading is calculated in accordance with the employee's base annual salary rate.

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 salary point applicable to the classification, except:

- a) when the Secretary authorises payment of salary at a higher salary 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 salary 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 salary point for that classification, the employee's salary will be maintained until absorbed by RET's salary 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 salary point for the lower classification.

3.7 Supported Wages Scheme

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

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 assigned a classification under the Classification Rules, and the salary payable to these employees will be 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 classification (APS3/APS4 broadbanded classification) and will be paid at the maximum salary point of an APS Level 3. On successful completion of the Graduate program, these employees 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 classification (APS3/APS4 broadbanded classification) and then assigned a RET APS4 classification;
 - b) Graduate APS employees will be assigned a classification under the Classification Rules, and the salary payable to these employees will be the equivalent maximum salary point of an APS Level 3 within the Graduate classification (APS3/APS4 broadbanded classification). These 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 classification (APS3/APS4 broadbanded classification) and then assigned a RET APS4 classification. The Graduate classification (APS3/APS4 broadbanded classification) positions will be separate from, and in addition to, other RET positions.

3.9 Superannuation

- 3.9.1 RET will make compulsory employer contributions as required by the applicable legislation and fund requirements.

- 3.9.2 Employer contributions to the PSSap will be 15.4% of the employee's ordinary time earnings. Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in the PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (eg. unable to accept contribution for people aged over 75).
- 3.9.3 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
- 3.9.4 The Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by RET's payroll system.

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 Unless the contrary intention appears, 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 classification 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-acquittable 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 personal illness or injury 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 Where an employee 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 incurred for additional commercial care (over normal arrangements) required in respect of the employee's family members because the employee is travelling.

3.13 Excess Travelling Time

3.13.1 Except where an employee is entitled to overtime payments under clause 3.15, 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 where employees are temporarily relocated under clause 4.2.6, will be paid for time that the employee is required to spend travelling or on 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.

3.13.3 Clause 6.1.4 refers to circumstances where staff are able to access time off in lieu or other strategies due to excess work or travel arrangements.

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 the Human Resource General Manager 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 the Human Resource General Manager at the time of move.

d) Relocation on Engagement to the APS

Relocation Assistance will be agreed between the employee, manager and the Human Resource General Manager 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. Overtime payments will only be granted to employees at the Executive Levels 1 and 2 in exceptional circumstances.

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:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \frac{2}{1}$$

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 36¾ when prescribed weekly hours before overtime is payable, will be 36¾.

- 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 Executive Level 1, overtime will be paid for all duty performed which is not continuous with an employee's ordinary hours as prescribed at sub-clause 6.3.2.

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 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 employee's 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 Parking

- 3.17.1 Existing car parking arrangements for EL2s, where car parking is offered to substantive EL2s and equivalent in RET, 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 entitled to higher duties allowance will be paid at the minimum salary point for the higher classification (or work level standard) unless this is less than the salary received by the employee 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 one week 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 one week or more, but for whatever reason does extend to one week 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 one week, or are expected to equal one week 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, Chief Fire Warden, Deputy Chief Fire Warden or Floor 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 less expense to the Commonwealth. 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, or general inconvenience; or
 - (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.

The RET PMP Principles have been developed to provide a base for the consistent application and interpretation of performance management across RET. There will be continuous review and improvement of the PMP.

- 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.

Salary advancement through a broadbanded classification is subject to at least effective performance and guided by work availability.

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

- 5.1.4 Any aspect of the application of the PMP may be reviewed under the Review of Employment Related Matters provisions described at clause 1.11 of this Agreement.

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 of terminating their employment.
- 5.3.3 The underlying principles in this review will be:
- a) the acceptance of procedural fairness;
 - b) identification of underperformance 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 Hours of Work

- 6.1.1 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.
- 6.1.2 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.

- 6.1.3 As a consequence of the increase in hours, employees will be awarded two days additional leave. These two additional days of leave will be used to cover the closedown between 25 December and 1 January in accordance with Clause 7.13.
- 6.1.4 The persons and organisations covered by this 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. Executive Level employees who work excessive hours may access the TOIL arrangements under Clause 6.2.2. This form of TOIL may not be an hour-for-hour entitlement.
- 6.1.5 With reference to the bandwidth and pattern of hours, it is not the intention of the persons and organisations covered by this 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.
- 6.1.6 The WCF will investigate strategies to assist employees in balancing work life and personal priorities, in particular the management of excess hours. The WCF will meet six monthly to discuss how employees are balancing work life and personal priorities and managing excess hours across the Department.

6.2 Flexible Working Hours

- 6.2.1 The bandwidth for ordinary hours of duty 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).
- 6.2.2 Flexible working hours will be administered in accordance with RET's Hours of Work and Flextime policy and procedures. All employees up to APS Level 6, and equivalents, including Training classifications, will have access to flextime. Executive Levels 1 and 2, or equivalents, will have access to Time

Off in Lieu (TOIL) with the agreement of their manager. This form of TOIL may not be an hour-for-hour entitlement.

- 6.2.3 A flextime credit occurs when the accumulated time is in excess of the total working hours in a four week settlement period. Credit is limited to 25 hours. In exceptional circumstances, a higher limit may be negotiated between the employee and their manager.
- 6.2.4 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.
- 6.2.5 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.
- 6.2.6 Discussions about flexible working arrangements will be reasonable, fair and equitable.

6.3 Ongoing Part-Time Work/Job Sharing

- 6.3.1 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.
- 6.3.2 Regular hours included in part-time work agreements, must generally be within the bandwidth hours specified in clause 6.2.1. However, ongoing part-time employees will be able to access more flexible working hours with the approval of their managers.
- 6.3.3 Part-time work and job share arrangements will be administered in accordance with RET's Part-Time Work policy and procedures.
- 6.3.4 Part-time work arrangements will be set out in a written agreement or notice of engagement that specifies an employee's ordinary hours of duty per week, the duration of the agreement and details of any specific arrangements necessary for the part-time work. The part-time employee's ordinary hours of duty will be those agreed in the employee's part-time work agreement.
- 6.3.5 No full-time employee can be compelled to change to part-time arrangements. An employee's written agreement must be obtained before their hours can be varied and before they can be reassigned duties in this context.
- 6.3.6 Managers will not, bearing in mind the operational requirements of the work area, unreasonably oppose applications from full-time employees for part-time work arrangements.

6.3.7 Where an employee is full-time and works part-time for personal reasons for an agreed period, the employee has the right to revert to full-time employment at the expiration of the agreed period. If circumstances alter before the expiration of the agreed period such that the employee is available to return to full-time work, they shall have a right to revert to full-time employment as soon as practicable before the end of the agreed period.

6.3.8 Employees returning from parental leave will be provided with access to part-time work upon application, except in exceptional circumstances relating to operational requirements.

6.4 Home Based Work

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

6.4.2 Any employee can request home based work arrangements. Applications for home based work will be considered on a case by case basis with reference to the RET Home Based Work policy and procedures. All applications will be considered on their merit and the key considerations are the suitability of the work for this arrangement, operational requirements, security, cost-effectiveness and the circumstances of the employee.

6.4.3 The reasons for a formal application for home based work not being approved will be provided to the employee in writing.

6.5 Mature Age Workers

6.5.1 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.

6.6 Family Assistance Arrangements

6.6.1 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.

6.7 Flexible Work Arrangements for Parents

6.7.1 An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the Secretary may waive this requirement in exceptional circumstances).

6.7.2 A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:

- a) is a long term casual employee immediately before making the request; and
- b) has reasonable expectation of continuing employment on a regular and systematic basis.

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

6.7.3 A request made in accordance with clause 6.7.1 must be in writing and set out the details of the change sought and the reasons for the change. The Secretary will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.

6.7.4 For the purposes of this clause:

- a) 'qualifying service' means service that is recognised for redundancy pay purposes;
- b) 'casual' means an employee engaged on a irregular or intermittent basis.

6.8 Return to Work after Parental/Maternity Leave

6.8.1 On ending parental leave or maternity leave, an employee is entitled to return to:

- a) the employee's pre-parental/maternity leave duties; or
- b) if those duties no longer exist – an available position for which the employee is qualified and suited at the same classification and salary point as applied pre-parental/maternity leave. Where this is not practical,

other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.

- 6.8.2 For the purposes of this clause, duties means those performed:
- a) if the employee was moved to safe duties because of the pregnancy – immediately before the move; or
 - b) if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or
 - c) otherwise – immediately before the employee commenced maternity or parental leave.
- 6.8.3 Nothing in the above clauses shall be taken to limit or diminish an employee's ability to seek and be granted flexible working conditions, part-time or home-based work on return from maternity or parental leave.

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 personal leave, the employee may be granted unpaid personal leave but the total period of leave taken may not exceed 78 weeks (including both paid and unpaid personal leave). All paid personal leave counts as service for all purposes while unpaid personal 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. Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Secretary may, at the employee's request, recognise any accrued recreation and

personal leave (however described), provided there is no break in continuity of service. Any recognised recreation leave excludes any accrued leave paid out on separation.

7.1.6 Employees will not be entitled to take personal leave while also entitled to paid adoption or fostering leave, or maternity 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 affecting the member; or
- b) an unexpected emergency affecting the member.

7.1.8 Casual employees are entitled to two days unpaid Personal/Carer's Leave per each permissible occasion.

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.

7.2.3 The use of compassionate leave for a serious injury or illness is a separate entitlement to the use of compassionate leave for a death.

7.2.4 Casual employees are entitled to two days unpaid Compassionate Leave per permissible occasion.

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 take recreation leave at half pay. Leave debits would then apply at half of the period of leave taken. However, it must be stressed that the overriding priority in considering an application for recreation leave at half pay is operational requirements of the area. Managers must also give consideration to the amount of recreation leave credits the employee has accrued and the impact of excess recreation leave over 40 days.

- 7.3.3 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.
- 7.3.4 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. Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Secretary may, at the employee's request, recognise any accrued recreation and personal leave (however described), provided there is no break in continuity of service. Any recognised recreation leave excludes any accrued leave paid out on separation.

7.4 Leave for the Birth or Adoption or Fostering 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 under that Act, 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 under the Maternity Leave (Commonwealth Employees) Act 1973 or this clause will count for service for all purposes up to a maximum of 14 weeks.
- 7.4.2 An employee with more than 12 months continuous service, as defined by the Maternity Leave (Commonwealth Employees) Act 1973, who is the primary carer, will be entitled to paid Adoption/Fostering Leave of 14 weeks at full pay or 28 weeks at half pay for the purposes of adopting and fostering a child. Adoption/Fostering 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/fostered 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/Fostering Leave, but only two weeks will be paid leave. Where an employee elects to take paid Adoption/Fostering Leave at half pay, a maximum of 14 weeks will count as service for all purposes.
- 7.4.3 Employees will be entitled to two weeks paid parental leave within 12 months of the birth, adoption or fostering of their partner's child. Paid parental leave can be accessed at half pay. 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, adoption or fostering 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 An employee is eligible for long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.

7.6.2 The minimum period during which long service leave can be taken is one calendar day (at full or half pay). For absences of 5 days or less, 1.4 days (i.e. 7 days divided by 5 days) will be deducted from the employee's accrued Long Service Leave for each single days absence. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation. 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, but not limited to, leave for cultural or ceremonial reasons, to attend National Aboriginal and Islander Day of Observance Committee (NAIDOC) events, or community service volunteers undertaking emergency services duty (this includes regular training, emergency responses, reasonable travel and 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 leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve Service (Protection) Act 2001.

- 7.9.2 An employee is entitled ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- a) During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
 - b) With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
 - c) Employees are not required to pay their tax free ADF Reserve salary to RET in any circumstances.
- 7.9.3 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 7.9.4 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except recreation leave.
- 7.9.5 Eligible employees may also apply for recreation leave, long service leave, purchased leave, leave without pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

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

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 Employees will be entitled to the following public holidays:

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

7.12.2 If under a state or territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday.

- 7.12.3 The Secretary and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday, having regard to operational requirements.
- 7.12.4 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- 7.12.5 Were a public holiday falls during a period when an employee is absent on leave (other than Recreation or Personal leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

7.13 Christmas Closedown

- 7.13.1 RET will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- 7.13.2 Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of duty. Where an employee is absent on leave, payment for Christmas closedown provision will be in accordance with the entitlement for that form of leave (e.g. if on recreation leave half pay, payment is on half pay).
- 7.13.3 There will be no deduction from recreation or personal/carer's leave credits for the closedown days.
- 7.13.4 These days are not transferable and will be considered Sundays for overtime purposes. The only exception to this is where a part-time employee is not scheduled to work on either of these days, in which case the employee may substitute another day during the week commencing 1 January.

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 in the Department, 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 RET employees to quit smoking.

9 MANAGING EXCESS EMPLOYEES

9.1 Redeployment 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 redundancies.

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 in 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 redundancy 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 \$500); 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 a voluntary redundancy; 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 a redundancy, 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 APS agencies), and discuss those prospects with any affected employees or, where they choose, their representatives.

9.6 Voluntary Redundancy

- 9.6.1 Election to be made redundant: 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 made redundant: Where the Secretary invites an excess employee to elect to be made redundant, 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 s.29 of the Public Service Act 1999 before the end of the one month period, unless the employee submits an application to be made redundant in the interim period. In that circumstance, the Secretary may give notice of termination under s.29 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 made redundant and gives notice of termination under s.29 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 made redundant 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 1999 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 s.49 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:
 - a. an employee was moved from the APS to that organisation with a transfer of a function; or
 - b. 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
 - c. 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 a notice of redundancy. 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.

If the employee is entitled to a redundancy payment under the NES, the retention period at clause 9.8.1 will be reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause). 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 made redundant 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 or 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 set out in clauses 9.8 will be extended by any periods of personal leave certified for personal illness or injury taken during these those periods (that is, taken during the original redeployment or notice periods set out in clauses 9.8).
- 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 income maintenance 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 described at clause 1.11 of this Agreement. Rights of review against a decision to terminate the employment of an employee on the grounds of redundancy 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's employment 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 Parts 3.1 and 3.2 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.
- 10.2 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.29 of the Public Service Act 1999 and s.123(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

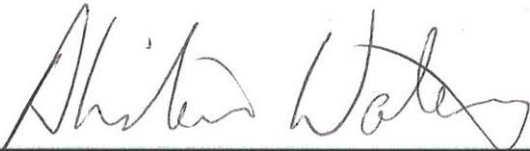
For the Commonwealth



Jo-Ann Rose
Chief Financial Officer of 51 Allara Street, Canberra City, ACT, 2601
Department of Resources, Energy and Tourism
For and on behalf of the Commonwealth

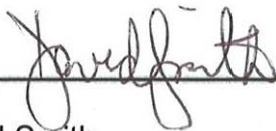
18 November 2011

Bargaining Representatives



Alistair Waters
Deputy National President of 1/40 Brisbane Avenue, Barton, ACT, 2600
On Behalf of the Community and Public Sector Union (CPSU)

18 November 2011



David Smith
Director, ACT Branch of 4/7 Napier Close, Deakin, ACT, 2600
On Behalf of the Association of Professional Engineers, Scientists and Managers,
Australia (APESMA)

18 November 2011

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 salary point 8- 10)	Executive Level 1
APS 6 Legal 1 (Broadbanded salary point 5-7)	APS Level 6
APS 5 Legal 1 (Broadbanded salary point 4)	APS Level 5
APS 4 Legal 1 (Broadbanded pay point 3) Graduate (Broadbanded salary points 4.1 to 4.3)	APS Level 4
APS 3 Legal 1 (Broadbanded salary point 1-2) Graduate (Broadbanded salary points 3.1 to 3.3)	APS Level 3
APS 2	APS Level 2
APS 1	APS Level 1

RET Classifications and Salaries

(Refer to clause 3.3 for salary increases.)

Classification	Current Structure		Salary Rates as at		
	Salary Point	Salary	Effective on commencement of the Agreement	Effective 1 July 2012	Effective 1 July 2013
Executive Level 2	EL 2.4	\$117,677	\$124,738	\$127,232	\$129,777
	EL 2.3	\$113,967	\$118,526	\$120,896	\$123,314
	EL 2.2	\$105,476	\$110,222	\$112,427	\$114,675
	EL 2.1 *	\$98,053			
Executive Level 1	EL 1.3	\$93,243	\$98,838	\$100,814	\$102,831
	EL 1.2	\$89,054	\$92,616	\$94,468	\$96,358
	EL 1.1	\$84,863	\$89,870	\$92,117	\$93,959
APS 6	APS 6.3	\$76,865	\$81,477	\$83,106	\$84,769
	APS 6.2	\$71,601	\$74,765	\$75,954	\$77,473
	APS 6.1	\$66,645	\$70,956	\$72,729	\$74,184
APS 5	APS 5.3	\$65,431	\$69,357	\$70,744	\$72,159
	APS 5.2	\$63,637	\$66,182	\$67,506	\$68,856
	APS 5.1	\$61,703	\$64,480	\$66,092	\$67,413
APS 4	APS 4.3	\$60,209	\$63,822	\$65,098	\$66,400
	APS 4.2	\$57,696	\$60,004	\$61,204	\$62,428
	APS 4.1	\$55,321	\$57,810	\$59,256	\$60,441
APS 3	APS 3.3	\$53,833	\$57,063	\$58,204	\$59,368
	APS 3.2	\$51,605	\$53,669	\$54,743	\$55,837
	APS 3.1	\$49,636	\$51,870	\$53,166	\$54,230
APS 2	APS 2.3	\$48,527	\$51,439	\$52,467	\$53,517
	APS 2.2	\$45,953	\$47,791	\$48,747	\$49,722
	APS 2.1	\$43,580	\$45,541	\$46,680	\$47,613
APS 1	APS 1.3	\$42,741	\$45,305	\$46,212	\$47,136
	APS 1.2	\$40,625	\$42,250	\$43,095	\$43,957
	APS 1.1	\$38,509	\$40,242	\$41,248	\$42,073

* On commencement of the Agreement, the existing EL 2.1 salary point will be abolished and employees at this salary point on commencement of the Agreement will translate to the salary equivalent to EL 2.2 salary point.

Classification	Current Structure		Salary Rates as at		
	Salary Point	Salary	Effective on commencement of the Agreement	Effective 1 July 2012	Effective 1 July 2013
Legal 2	Legal 2.3	\$120,607	\$127,843	\$130,400	\$133,008
	Legal 2.2	\$116,131	\$120,776	\$123,192	\$125,656
	Legal 2.1	\$112,726	\$118,926	\$121,304	\$123,731
Legal 1 (APS 3 / 4 / 5 / 6 / EL 1 Broadband)	Legal 1.10	\$104,872	\$111,164	\$113,388	\$115,655
	Legal 1.9	\$94,868	\$98,663	\$100,636	\$102,649
	Legal 1.8	\$84,863	\$88,682	\$90,455	\$92,265
	Legal 1.7	\$74,789	\$79,276	\$80,862	\$82,479
	Legal 1.6	\$70,583	\$73,406	\$74,874	\$76,372
	Legal 1.5	\$66,645	\$69,644	\$71,037	\$72,458
	Legal 1.4	\$62,111	\$64,595	\$65,887	\$67,205
	Legal 1.3	\$58,510	\$60,850	\$62,067	\$63,309
	Legal 1.2	\$54,815	\$57,282	\$58,427	\$59,596
	Legal 1.1	\$51,143	\$53,189	\$54,252	\$55,338
Graduate APS	Grad 3.3	\$53,833	\$57,063	\$58,204	\$59,368
	Grad 3.2	\$51,605	\$53,669	\$54,743	\$55,837
	Grad 3.1	\$49,636	\$51,870	\$52,907	\$53,965
Cadet APS – Study (full time)	2	\$21,295	\$22,573	\$23,024	\$23,485
	1	\$20,717	\$21,546	\$21,977	\$22,416
Cadet APS – Training	3	\$42,558	\$45,305	\$46,212	\$47,136
	2	\$40,339	\$42,250	\$43,095	\$43,957
	1	\$38,509	\$40,242	\$41,047	\$41,868

SCHEDULE B – Allowances

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

Allowance (clause 4.2.3)	Rate
	Effective on commencement of the Agreement
First aid certificate, Health and Safety Representative and Fire Warden allowance	\$19.34
Chief Fire Warden, Deputy Chief Fire Warden, Floor Fire Warden allowance	\$24.79

Table 2 – Motor Vehicle Allowance

Clause: 4.2.5

Reference: Amounts as per 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	72.00cents
2	1601 to 2600cc	801 to 1300cc	71.00 cents
3	1600cc or less	800cc or less	59.00 cents

* Motor Vehicle Allowance amounts are set according to the relevant Subscription Service. Amounts are listed in the General Allowances Policy, and updated as required.

Table 3 – Disturbance Allowance

Clause: 3.14.2

Reference: Amounts as per Relevant Subscription Service

* Disturbance Allowance amounts are set according to the relevant Subscription Service. Amounts are listed in the General Allowances Policy, and updated as required.

Table 4 – Overtime Meal Allowance

Clause: 3.15.25 to 3.15 28

Reference: Amounts as per Relevant Subscription Service

* Overtime Meal Allowance amounts are set according to the relevant Subscription Service. Amounts are listed in the General Allowances Policy, and updated as required.

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
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Table 7 – Departmental Liaison Employee Allowance

Clause 4.2.4

Rate		
Effective on commencement of the Agreement	Effective 1 July 2012	Effective 1 July 2013
\$15,793 pa	\$16,267 pa	\$16,755 pa

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 that determined by Fair Work Australia or its successor).

*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 \$73 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.

INDEX

- Allowances, 27, 58
- Anti-Discrimination, 10
- Application and Coverage, 6
- Cadets, 19
- Career Break Leave, 41
- Casual Employees, 13
- Christmas Shutdown, 42
- Classification Structure, 17
- Code of Conduct, 10
- Compassionate Leave, 37
- Consultation, 14, 15
- Defence Reserve Leave, 40
- Definitions, 5
- Delegation, 7
- Departmental Liaison Employee Allow, 29, 59
- Dispute Resolution, 8
- Disruption Allowance, 29, 58
- Diversity, 10
- Duration and Amendment, 6
- Effect of RET Policies and Guidelines, 8
- Efficiency Measures, 8
- Emergency Duty, 26
- Excess Employee, 43
- Excess Travelling Time, 21
- Family Assistance Arrangements, 34
- Family Care Expenses while Travelling, 21
- Fire Warden Allowances, 28, 58
- First Aid Officer, 28, 58
- Flexible Working Hours, 32
- Freedom of Association, 11
- General Allowances, 28
- Graduates, 19
- Health and Family Subsidy, 43
- Health and Safety Representative, 28, 58
- Healthy Workplace, 42
- Higher Duties Allowance, 27
- Home Based Work, 31
- Hours of Work, 31
- Individual Flexibility Arrangements, 16
- Job Sharing, 33
- Learning and Development, 12
- Leave, 36
- Leave for the Birth/Adoption/Fostering of a Child, 38
- Long Service Leave, 39
- Loss/Damage Clothing/Personal Effects, 29
- Maintenance Payments, 50
- Mature Age Workers, 34
- Motor Vehicle Allowance, 29, 58
- No Further Claims, 10
- Non-Ongoing Employees, 13
- Objectives, 7
- Occupational Health and Safety, 42
- Offer of VR before Involuntary Termination, 48
- Ongoing Part-Time Work, 33
- Other Leave, 39
- Overtime for Part Time Employees, 25
- Overtime Meal Allowance, 26
- Overtime/Meal Allowance/Emergency Duty, 23
- Parking, 27
- Payment of Salary, 18
- People Management, 10
- Performance Management, 29
- Performance of Duties at a Higher Level, 30
- Personal Leave, 36
- Policies and Guidelines, 8
- Public Holidays, 41
- Purchased Leave, 49
- Recreation Leave, 37
- Recruitment, Selection and Engagement, 13
- Redeployment, 43
- Redeployment Periods and Involuntary Redundancy, 49
- Redundancy, 43
- Relationship to Legislation, 7
- Relocation, 22
- Remuneration, 16
- Representation, 11
- Restriction Duty, 27
- Review of Employment Related Matters, 10
- Review of Termination of Employment, 53
- Salary Advancement within Classification, 18
- Salary Levels and Increases, 18, 56, 57
- Salary on Engagement, Promotion and Movement, 18
- Salary Packaging, 20
- Smoke Free Workplace, 43
- Superannuation, 19
- Supported Wages Scheme, 19, 60
- Title, 5
- Travel Assistance, 20
- Unauthorised absences, 39
- Underperformance, 30
- Values, 10
- Voluntary Redundancy, 45
- War Service Sick Leave, 41
- Work/Life Balance, 31

