

**DEPARTMENT OF FINANCE ENTERPRISE AGREEMENT
2019**

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Formal acceptance of this Agreement and Signatories

This Agreement is made under section 172 of the *Fair Work Act 2009*.

Signed for, and on behalf of, the Commonwealth by the Secretary, Department of Finance

Signed:

Full Name: Rosemary Huxtable PSM

Position: Secretary, Department of Finance

Date:

Address: One Canberra Avenue, Forrest, ACT 2603

Bargaining Representative: Community and Public Sector Union

Signed for, and on behalf of, the Community and Public Sector Union

Signed:

Full Name: Alistair Walters

Position: National President

Date:

Address: 40 Brisbane Avenue, Barton ACT 2600

Employee Bargaining Representative

Signed:

Full Name: Luke Kostava

Position: Assistant Director (Executive Level 1)

Date:

Address: One Canberra Avenue, Forrest, ACT 2603

Scope of the Agreement

1.1 Agreement title

This Agreement will be known as the Finance Enterprise Agreement 2019 and is made under section 172 of the *Fair Work Act 2009* (FW Act).

1.2 Coverage

In accordance with section 53 of the FW Act, this Agreement covers:

- a) the Secretary on behalf of the Commonwealth of Australia; and
- b) employees of Finance who are employed in accordance with section 22(2) of the *Public Service Act 1999* (PS Act), except employees engaged as Senior Executive Service (SES) employees.

1.3 Commencement and duration

This Agreement will commence on the date following the nominal expiry date of the current agreement; or seven days following the day on which the Fair Work Commission (FWC) approves the agreement, whichever is the later, and will nominally expire three years thereafter.

1.4 Individual Flexibility Arrangements

- a) The delegate and an employee covered by this Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of any of the terms of this Agreement, where the arrangement meets the genuine needs of the employee and Finance.
- b) The delegate must ensure that a Flexibility Arrangement agreed to under this clause:
 - i. is about permitted matters under section 172 of the FW Act;
 - ii. does not include unlawful terms under section 194 of the FW Act;
 - iii. results in the employee being better off overall than if no arrangement was agreed to;
 - iv. is in writing;
 - v. is signed by both the employee and the delegate, and, if the employee is under 18, is signed by their parent or guardian;
 - vi. is able to be terminated by either the employee or the delegate giving not more than 28 days written notice, or at any time by agreement between the employee and the delegate in writing; and
 - vii. is given to the employee within 14 days after it is agreed.
- c) A Flexibility Arrangement must be genuinely agreed between the employee and the delegate.

1.5 Comprehensive Agreement

- a) This Agreement operates to the exclusion of applicable awards. Commonwealth laws concerned with employment continue to apply according to their terms.
- b) This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

1.6 Policies, guidelines and further information

- a) Any policies, guidelines or further information referred to in this Agreement are not incorporated into and do not form part of this Agreement. Policies, guidelines and

further information are in place to support the operation of this Agreement and may be varied from time to time.

- b) Finance and its employees agree that such policies and guidelines will be available to all employees and will be updated as necessary following reasonable consultation.
- c) If there is any inconsistency between the policies, guidelines, further information, and the express terms of this Agreement, the express terms of the Agreement will prevail to the extent of any inconsistency.

1.7 Delegations

Where the Secretary has delegated their powers, the term 'delegate' will apply in this Agreement and will be consistent with HR Delegations.

Salary and related matters

2 Salary

Further information is available in the Finance Remuneration Policies.

2.1 Salary increases

Subject to clause 2.11, the following increases are payable under this Agreement:

- a) two per cent increase in salary at commencement of this Agreement;
- b) two per cent increase in salary effective from 12 months from commencement of this Agreement; and
- c) two per cent increase in salary effective from 24 months from commencement of this Agreement.

Salary increases will appear in an employee's pay for the first full pay period after the relevant increase.

2.2 Salary rates

The salary rates payable at each classification level and for COMCAR drivers are set out at Attachment A.

2.3 Part-time employees

Salary for part-time employees will be calculated on a pro-rata basis (based on the proportion of full time equivalent hours worked).

2.4 Casual employees

- a) Casual employees will receive a 25 per cent loading in lieu of leave (excluding long service leave) and public holidays on which the employee is not rostered to work. The hourly rate will be base rate plus casual loading.
- b) All casual employees will have access to the following unpaid leave entitlements, in accordance with the National Employment Standard:
 - i. two days unpaid carers leave and two days compassionate leave per occasion (this extends to unpaid bereavement leave as defined under this Agreement); and
 - ii. community service leave.

2.5 Roster shift loadings

The following shift loadings will be paid on the hourly rate to casual employees engaged on a roster basis:

- 15 per cent for duty performed on a shift on a Monday to Friday (excluding public holidays), any part of which falls between 6.00pm and 6.30am;
- 30 per cent where shifts fall wholly within the period 6.00pm – 6.00am and are worked for a period exceeding 4 weeks;
- 50 per cent for duty performed on Saturday;
- 100 per cent for duty performed on Sunday;
- 150 per cent for duty performed on a public holiday.

2.6 Supported salary rates for employees with a disability

Employees who are eligible for a supported salary in accordance with the Supported Wage System will be paid the applicable percentage of the relevant salary rate for the work value performed, provided the amount payable will not be less than the minimum rate provided in the Supported Wage System. Please refer to Attachment C for further details.

2.7 Payment related matters

- a) Employees will be paid fortnightly.
- b) Ongoing and non-ongoing employees will be paid, based on the following formula:

$$\text{fortnightly pay} = \text{annual salary multiplied by 12 divided by 313.}$$
- c) Casual employees will be paid based on actual hours worked.
- d) Payment will be made by electronic funds transfer (EFT) into an Australian financial institution account of the employee's choice.

2.8 Pay point advancement

- a) Subject to clause 2.9, employees with salaries below the highest pay point in their relevant classification will advance one pay point.
- b) Pay point advancement will become effective on the commencement of the second full pay period of each July.

2.9 Eligibility for pay point advancement

- a) An employee (excluding a COMCAR driver), including casual COMCAR National Operations Centre rostered employees, will be eligible for pay point advancement at their substantive classification level only if they:
 - i. commenced at the substantive classification (or on temporary duties at a higher classification level) prior to 10 January in the same performance cycle;
 - ii. were present for a minimum period of 12 weeks in the same performance cycle (or 450 hours for casual COMCAR National Operations Centre rostered employees); and
 - iii. received a performance rating of effective at the end of the annual performance cycle.
- b) If an employee commenced with Finance prior to 10 January in the same performance cycle and is promoted prior to 8 April in the same performance cycle, the employee will be eligible for pay point advancement at the new substantive classification level.
- c) The delegate may determine that an employee is eligible for pay point advancement where the employee does not satisfy the circumstances in 2.9 a) i. and ii. and 2.9 b).
- d) The delegate may determine an employee is eligible for accelerated pay point advancement in other circumstances as per the relevant policy.

2.10 Advancement within the zone of discretion

Where an employee is on the highest pay point or has a salary within the zone of discretion for their classification level, and has demonstrated sustained strong performance, the delegate may determine an increase within the zone of discretion or to the maximum guidepoint within the substantive classification salary range.

2.11 Ineligibility for annual salary and pay point advancement

An employee who receives a requires development performance rating at the end of the performance cycle will be placed on a Performance Improvement Plan (PIP) and will be ineligible for an annual salary increase and pay point advancement until such time as the employee's performance is rated as effective. In this case, increases and pay point advancement will not be backdated and will come into effect from the date the PIP is signed off as successfully completed, unless considered appropriate by the delegate.

2.12 Salary payable on engagement, promotion and movement

- a) Unless otherwise determined by the delegate, salary will be payable in accordance with the following table:

Type of movement and circumstance	Pay point
Promoted to or within Finance or newly engaged in the APS	Minimum guidepoint of the relevant salary classification
Promoted – where the employee's former substantive salary was at, or above, the minimum guidepoint applicable to the new classification	The next highest pay point in the salary classification
Transferred on an ongoing or temporary basis from another APS agency – and the salary aligns with a pay point	Salary is matched
Transferred on an ongoing or temporary basis from another APS agency – and the salary is below the highest pay point, but not aligned with a pay point, above the minimum guidepoint	The next highest pay point in the salary classification
Transferred on an ongoing or temporary basis from another APS agency at the APS 6 – EL 2 level and the salary is above the highest pay point but below the maximum guidepoint	Salary is matched
Transferred on an ongoing or temporary basis from another APS agency and the salary is above the maximum guidepoint for APS 6 – EL 2 employees, or above the highest pay point for APS 1 – APS 5 employees	Salary is matched and frozen until maximum guidepoint (APS 6 – EL 2) or highest pay point (APS 1 – APS 5) of relevant salary classification catches up

- b) In considering a salary payment arrangement other than set out in the above table, the delegate will have regard to the employee's qualifications, skills and experience.
- c) The delegate may determine the pay point to apply to an employee's salary on engagement, transfer or promotion within the department in exceptional circumstances.

2.13 Recovery of debts

- a) A debt owed by an employee to Finance in relation to the employee's employment, including because the employee has received an overpayment of salary, allowances or other remuneration (including a severance benefit), or incurred an expense outside of an entitlement, may be recovered, by way of set-off from:
 - i. the employee's pay or salary at a rate of 20 per cent of the gross amount of pay or salary per fortnight, unless a different arrangement is agreed between Finance and the employee, while the employee continues their employment in Finance;
 - ii. leave entitlements where agreed in writing by the employee;
 - iii. future payments of travel allowance or motor vehicle allowance in relation to debts incurred in the course of travel; or
 - iv. the employee's pay or salary, leave entitlements or other monies (except superannuation funds) payable upon termination of the employee's employment under the PS Act and Finance is authorised to implement any such set-off it considers appropriate.
- b) Finance will make reasonable attempts to contact the employee prior to commencing recovery and will consider any claims of hardship raised by the employee in any decision on the rate of recovery.

3 Superannuation

3.1 Superannuation accumulation funds

- a) Finance will make compulsory employer contributions as required by the applicable legislation and fund requirements. The employer contribution will apply to the employee's ordinary time earnings (OTE) as defined in the *Superannuation Guarantee (Administration) Act 1992*.
- b) Finance will provide an employer contribution of 15.4 per cent of OTE for members of the Public Sector Superannuation Accumulation Plan (PSSap) and for those employees exercising superannuation choice.
- c) Employer superannuation contributions will be paid to accumulation superannuation funds during periods of paid and unpaid parental leave (including maternity, parental, adoption and foster care leave) for periods of leave to a maximum of 52 weeks.
- d) Finance will make employer superannuation payments to any eligible superannuation fund nominated by an employee, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the department's payroll system.

3.2 Superannuation salary payment – employees with arrangements in place prior to commencement of the Agreement

- a) This clause applies only to employees who had an existing superannuation salary payment arrangement in place prior to the commencement of the Department of Finance and Deregulation 2011–14 Agreement.
- b) Where an employee has an existing arrangement to reduce the percentage of superannuation contributions made to the superannuation fund of choice, to no less than the minimum percentage of superannuation contributions provided for by the *Superannuation Guarantee (Administration) Act 1992* and to be paid as salary the difference between the superannuation contribution paid and an amount equivalent to rate as for employees who are PSSap members, they are entitled to continue this arrangement under this Agreement.
- c) This salary payment or allowance (as defined by the Australian Taxation Office) will be reduced at the nominated contribution rate to cover superannuation contributions.

3.3 Superannuation allowance

The delegate may pay a superannuation allowance, where Finance is no longer permitted to pay employer contributions to the employee's superannuation fund (due to the employee's age). The superannuation allowance will be equivalent to the amount Finance would have paid if the employee was entitled to receive employer superannuation contributions, less any contribution amount accepted to the employee's superannuation fund.

4 Salary sacrificing

4.1 Access to salary sacrificing

- a) Employees may access salary sacrificing arrangements with Finance's contracted service provider and sacrifice up to 100 per cent of their available salary. This includes the option of salary sacrificing to superannuation for casual employees. Employees are encouraged to seek independent financial advice prior to entering into salary sacrificing arrangements.
- b) Any fringe benefits tax incurred by an employee as a result of a salary sacrificing arrangement will be met by the employee.

General allowances and payments

5 Allowances

5.1 Allowances for part-time employees

- a) Subject to 5.1 b), allowances for part-time employees will be calculated on a pro-rata basis (based on the proportion of full-time equivalent hours worked).
- b) A part-time employee will receive the same amount as a full-time employee for a restriction allowance, an expense related allowance or reimbursement.

5.2 Loss of, or damage to, clothing or personal effects reimbursement

Where an employee incurs loss of, or damage to, clothing or personal effects, and this loss or damage occurred in the course of the employee's performance of duties, the delegate may approve reasonable reimbursement for loss or damage to clothing or personal effects, provided the cost is in excess of \$20.

5.3 First Aid Officer

Where an employee possesses a current first aid certificate and has been approved by the delegate to undertake first aid duties, the employee will be paid an allowance of \$23.82 per fortnight. This allowance will increase by two per cent 12 months from commencement of this Agreement, and a further two per cent 24 months from commencement of this Agreement.

5.4 Departmental Liaison Officer allowance

An employee who performs the duties of Departmental Liaison Officer (DLO) is entitled to be paid the following allowance per annum in recognition of the long hours of duty expected, and in lieu of overtime payments, flex-time, TOIL and meal provisions:

Date of effect	Amount
Year 1 #	\$17,699
Year 2	\$18,053
Year 3	\$18,414

First full pay following commencement of the Agreement

5.5 Meal provisions

If an employee, other than a COMCAR Driver, is required to work more than 10 hours on any one day, the employee may provide their own meal at Finance's expense. The maximum amount that may be reimbursed to the employee will be as set out in the relevant Australian Taxation Office Determination for meals and incidentals.

5.6 Reimbursement of family care costs

Where an employee is required at short notice to work additional hours outside of their ordinary hours to undertake high priority work, the employee may be reimbursed reasonable additional costs, as determined by the delegate, in relation to family care arrangements that result from the requirement to be at work.

5.7 Temporary assignment of duties at a higher classification

The delegate will approve payment of a Higher Duties Allowance (HDA) where an employee will or has performed duties on temporary reassignment at a higher classification level for 20 or more working days (including public holidays). If an initial period of temporary assignment is extended to 20 or more working days (including public holidays), the delegate will approve payment of HDA for the entire period.

5.8 Level of payment

- a) Where an employee is to be paid HDA, the employee will generally be paid at the minimum guidepoint of the classification at which the employee is performing higher duties.
- b) Where an employee's substantive salary is higher than the minimum guidepoint the employee will be paid HDA at the next highest pay point above his or her substantive salary in the classification level of the classification at which the employee is performing higher duties.
- c) The minimum amount of HDA payable under this clause will be \$1,500 per annum. The delegate may determine a greater HDA in exceptional circumstances.

5.9 Salary on reduction

- a) Where an employee agrees to be temporarily reassigned duties at a lower work classification level, the delegate may determine, following consultation with the employee, that the employee shall be paid a rate of salary applicable to the lower classification level.
- b) Such determination will specify the period for which the lower salary will apply.
- c) An employee's classification may also be reduced without their consent, as provided by the PS Act.

5.10 Higher Duties Allowance in Senior Executive Service (SES) positions

- a) Where an employee is to temporarily perform duties at the SES level, HDA will generally be paid at the minimum guidepoint of the SES Band 1 classification level.
- b) The minimum amount of HDA payable under this clause will be \$1,500 per annum. The delegate may determine a greater HDA in exceptional circumstances.
- c) Where an employee is to temporarily perform duties at the SES level for a period 12 weeks or more, they will be eligible for participation in the Executive Vehicle Scheme, as an allowance to be paid fortnightly.

5.11 Temporary performance and the performance framework

Where an employee has been temporarily assigned duties of a higher classification, including for short periods, the performance of those duties will be taken into account in the employee's annual performance review.

5.12 Public holidays or leave

- a) An employee already in receipt of HDA, who is granted paid leave or who observes a public holiday will continue to receive HDA, having regard to the provisions of this section, during the employee's absence.
- b) HDA will not be paid beyond the date on which the employee would have ceased the period of temporary reassignment had they not been absent. Where the period of leave is paid at less than full pay, payment of HDA will be made on a pro-rata basis.

5.13 Treatment of allowances

A table indicating the treatment of allowances for particular purposes is detailed in the Allowances policy.

5.14 COMCAR roster allowance

- a) Ongoing and non-ongoing COMCAR employees, excluding COMCAR drivers, working set roster arrangements will be entitled to a roster allowance at the annual rate specified below (pro-rata for part-time employees), in lieu of shift penalties, which will be paid fortnightly:

Role and classification	Year 1 #	Year 2	Year 3
National Operations Centre Officer (APS 3)	\$13,997	\$14,277	\$14,563
National Operations Centre Officer (APS 4)	\$16,865	\$17,202	\$17,546
Team Leader (APS 5)	\$11,778	\$12,014	\$12,254

First full pay following commencement of the Agreement

- b) Where an employee seeks to reduce their availability to work all shifts in the roster and this request can be accommodated, or on medical advice from a registered medical practitioner is unable to work all shifts, the allowance will be reduced in recognition of the lower level of shift penalties foregone.
- c) Employees in receipt of the roster allowance will be entitled to flex-time provisions and overtime for work performed in addition to the normal and regular rostered hours.
- d) COMCAR employees receiving a roster allowance who are required to work on a public holiday or on an annual closedown day will be granted a day in lieu. Employees rostered off on a public holiday or annual closedown day will also be granted a day in lieu.
- e) At the completion of a continuous five night shift an employee will not be required to work until they have had a 36 hour break.
- f) Employees will generally be given 14 days notice of a roster change, where possible.

5.15 COMCAR operational allowance

- a) COMCAR State Managers are required to regularly perform work outside the bandwidth of hours and on weekends in the standard course of their duties. The employee will receive the following annual COMCAR operational allowance paid fortnightly:

Date of effect	Amount
Year 1 #	\$14,204
Year 2	\$14,488
Year 3	\$14,778

First full pay following commencement of the Agreement

- b) COMCAR Assistant Managers and COMCAR Depot Supervisors are expected to regularly perform work outside the bandwidth of hours and on weekends in the standard course of their duties. The employee will receive the following annual COMCAR operational allowance paid fortnightly:

Date of effect	Amount
Year 1 #	\$6,084
Year 2	\$6,206
Year 3	\$6,330

First full pay following commencement of the Agreement

- c) Employees in receipt of a COMCAR operational allowance will be eligible to accrue flex-time but will not attract overtime for any work in excess of 10 hours on any one normal working day or for work on weekends, public holidays or Christmas closedown, other than where:
- i. a State Manager performs more than 50 actual hours of work which would normally attract overtime, within a three month period being January – March, April – June, July – September and October – December.
 - ii. an Assistant Manager/Supervisor performs more than 25 actual hours of work which would normally attract overtime, within a three month period being January – March, April – June, July – September and October – December.

5.16 COMCAR Supervisor driving allowance

Where the delegate requires a COMCAR administrative supervisor to regularly perform driving duties, the employee will receive the following annual allowance paid fortnightly:

Date of effect	Amount
Year 1 #	\$8,921
Year 2	\$9,099
Year 3	\$9,281

First full pay following commencement of the Agreement

6 *Travel for official purposes*

6.1 Travel rates

- a) For all Finance official business, an employee will be eligible to receive a travel allowance in accordance with the applicable Australian Taxation Office Determination.
- b) Components of a daily travel allowance will not be payable where the relevant expense is met by Finance or another organisation.
- c) Further information is found in Finance's Accountable Authority Instructions.

6.2 Illness while travelling

Where an employee falls ill or is injured while travelling on official business and subsequently takes leave, the delegate may determine that all reasonable return journey costs will be provided to the employee on their return home, where necessary.

6.3 Recognition of travel time

- a) All time spent in transit en route between origin and destination, or between destinations if there is more than one, will be recorded as work hours and will attract:
 - i. flex-time for APS 1 – 6 employees in accordance with clause 12.1 and overtime in accordance with clause 12.7;
 - ii. TOIL for EL employees in accordance with clause 13.1; and
 - iii. paid working hours for COMCAR drivers.
- b) The amount of time ordinarily spent travelling to and from work will be excluded from the travel time recorded unless otherwise agreed by the delegate.

6.4 Motor Vehicle Allowance

- a) Motor Vehicle Allowance (MVA) is payable where an employee is approved to use a private car for official purposes.
- b) Where an employee seeks, and is approved to use, a private vehicle the MVA rate will be equivalent to the rate per kilometre in accordance with the applicable Australian Taxation Office Determination.

7 *International postings*

7.1 Employment entitlements

The employment entitlements for employees posted overseas will be consistent with whole-of-government overseas entitlements. The delegate may determine supplementary terms and conditions for employees on posting, where required.

7.2 Public holiday entitlements

- a) Employees posted overseas will only be entitled to public holidays in the relevant state/country in which they are posted.
- b) Where the number of public holidays available to an employee during a calendar year at post would be less than the minimum Australian entitlement under the FW Act, the employee may, with the approval of the delegate, access an additional public holiday or holidays, as observed in Australia, up to the minimum entitlement provided at clause 14.1.

8 Relocation assistance

8.1 Access for APS employees

- a) The delegate may approve access to relocation assistance where Finance initiates a permanent relocation (including transfer or promotion) of an employee, or where the relocation is in the interests of Finance. Further information is available in the Relocation Assistance Policy.
- b) Reimbursement of reasonable receipted costs, as determined by the delegate, in relation to travel, temporary accommodation and other associated expenses will be limited to:
 - i. \$3,270 for an employee without a spouse, partner or dependant;
 - ii. \$5,450 for an employee with a spouse, partner or one dependant; and
 - iii. \$8,720 for an employee with two or more people, provided they are a spouse, partner and/or a dependant (documentary evidence may be requested by Finance).
- c) Reasonable storage and removal costs will also be reimbursed, as determined by the delegate.
- d) The delegate retains the discretion to approve the reimbursement of relocation expenses that exceed these limits.
- e) The delegate may also determine that an employee will be paid relocation assistance for long-term temporary relocations in lieu of travel allowance.

8.2 Repayment of relocation assistance

Where an employee who receives relocation assistance and does not proceed with the relocation, or leaves Finance employment voluntarily or is terminated due to misconduct within 12 months of the date of relocation, the delegate may determine that the employee reimburse all, or a proportion of, any relocation assistance already paid by Finance.

9 Restriction payment

9.1 Restriction eligibility

The delegate may approve the provision of a restriction payment to an employee where there is a requirement to be contactable and available to work for a specified period outside the bandwidth of hours.

- a) Restriction payment is payable whether or not the restricted employee is required to work. An employee who is receiving a restriction payment and is required to perform duty whilst rostered on (restricted) will not receive flex-time, TOIL, or overtime where they are recalled to duty or respond to a call as a result of a restriction arrangement.
- b) Where an employee is rostered off and is required to work due to an emergency, overtime, flex-time and/or TOIL will accrue as appropriate.

9.2 Restriction rates

- a) An eligible employee will be paid fortnightly, based on a pro-rata calculation of the annual rates listed below, and the number of days (or part thereof) the employee has been, or will be, restricted in a financial year:

Days (or part thereof)	Year 1 #	Year 2	Year 3
38 – 53	\$12,276	\$12,522	\$12,772
54 – 68	\$13,196	\$13,460	\$13,729
69 – 95	\$15,930	\$16,249	\$16,574

First full pay following commencement of the Agreement

- b) An employee not in receipt of a restriction rate, who is requested to perform restriction duties in unforeseen circumstances for another employee on rostered arrangements, or on a short-term roster arrangement, will receive a restriction allowance of \$186 for each day of restriction.
- c) It is not expected that an employee will be restricted for more than the maximum number of days specified in the table above. However where this occurs, the delegate may determine an additional payment to recompense the employee for the additional restriction.
- d) EL 2 employees (and equivalents), are generally ineligible to receive restriction allowance payments. In exceptional circumstances the delegate may approve restriction payment for EL 2 employees.
- e) A restricted employee may be required to work at their usual workplace or at another designated place, including the employee's home.
- f) Payment of restriction allowance will not be made to an employee who does not remain contactable and at the required degree of readiness to perform duty.

Broadbands, classifications and local titles

10 Broadbands

10.1 Finance broadbands

The below broadbands are provided within Finance. Employees within these broadbands retain their approved APS classification at all times.

Broadband title	Corresponding APS classifications
Graduate	APS 3 – 5
Career Starter	APS 1 – 2
Indigenous Trainee Programs (ITP)	APS 2 – 3
Indigenous Trainee Programs (ITP)	APS 3 – 4
Information Communication Technology (ICT) Apprentice	APS 1 – 2

10.2 Broadband advancement

An employee can only advance through the broadband where:

- a) sufficient work is available at the higher classification level;
- b) they have gained the necessary skill and proficiencies to perform the more complex work; and
- c) their performance is rated effective.

10.3 Graduate

- a) Graduates recruited to participate in a Graduate Development Program, will have a commencement salary equivalent to the second pay point of an APS 3 classification, unless otherwise determined by the delegate.
- b) Further information is available in the Finance Entry Level Program Policy.

10.4 Career Starter local title

- a) Career Starters recruited to participate in the Career Starters' Program, will commence as an APS 1.
- b) Upon successful completion of their training requirements and graduation from the Career Starters' Program, a Career Starter will be eligible for advancement within the Career Starter APS 1 - 2 level broadband.
- c) Further information is available in the Entry Level Program Policy.

10.5 Indigenous Trainee

- a) Indigenous Trainees recruited to Finance as participants in an Indigenous Traineeship Program (ITP) will have a commencement salary at the APS 2 classification level or APS 3 classification level under this Agreement, unless otherwise determined by the delegate.
- b) Upon successful completion of the relevant program and meeting Finance's progression requirements, participants will be eligible for advancement in accordance with the table at clause 10.1.
- c) Further information is available in the Entry Level Program Policy.

10.6 ICT Apprentices

- a) ICT Apprenticeship participants recruited to Finance as participants in the Whole of Government ICT Apprenticeship Program will have a commencement salary at the APS level 1 classification level under this Agreement, unless otherwise determined by the delegate.
- b) Upon successful completion of the program, participants will be eligible for advancement within the APS 1 – 2 level broadband.

10.7 Other broadband arrangements

The delegate may determine the commencement salary and broadband progression requirements for entry level employees who are engaged through whole-of-government programs, for example, targeted traineeships and apprenticeships.

Attendance and hours of duty

11 Working Hours

11.1 Full-time hours

- a) A full time employee, other than a COMCAR driver, will work 37.5 hours per week as their ordinary hours of duty. To support flexible work arrangements, employees may request to average working hours over the relevant 75 hour pay period fortnight.
- b) Managers and employees have a mutual responsibility to integrate the management of working hours and the wellbeing of the employee, including leave planning and flexible work arrangements, into operational requirements.
- c) It is expected that employees may work reasonable additional hours consistent with the FW Act.

11.2 Part-time hours

- a) A part-time employee is one who regularly works less than full-time ordinary hours according to an agreed work pattern. The minimum hours to be worked on any one day are three hours.
- b) A part-time employee, including COMCAR employees, may not vary their hours for a period of one pay period or less. Changes in hours (for example to attend training) for these periods should be accommodated using flex time (APS 1 – 6), TOIL (EL), or alternative informal arrangements as agreed with their manager.

11.3 Part-time work

- a) The delegate may approve part-time hours of work for an employee, subject to operational requirements. Part-time work agreements will be reviewed at least once every 12 months.
- b) A full-time employee who has converted to part-time hours can revert to full-time at the end of the agreed period. Any variation during that period will be by agreement between the employee and the manager.

11.4 Flexible working arrangements

- a) Finance supports flexible working arrangements and encourages all employees to discuss the suitability of different flexible work options with their manager.
- b) An employee may request flexible working arrangements in accordance with section 65 of the FW Act.
- c) Where an employee has had a formal request for flexible work arrangements rejected, the reason will be given in writing within 21 days of the written request. Requests can only be rejected based on reasonable business grounds with consideration given to operational requirements.
- d) Further information is available in the Flexible Work policy.

11.5 Pattern of hours

- a) The pattern of hours by which employees complete their ordinary hours is by agreement between the manager and the employee. However, an employee will not normally be expected to work more than:
 - i. ten hours ordinary time on any day; and
 - ii. five consecutive hours without a meal break of at least 30 minutes.
- b) The agreed pattern of hours should provide the flexibility, where agreed by the manager and employee, to enable employees to meet personal responsibilities and operational requirements.

- c) Where no agreement can be reached on a pattern of hours, standard hours of work will apply. Standard hours are 7 hours and 30 minutes per day for full-time employees to be worked from 8.30am to 5.00pm with a one-hour lunch break to be taken between the period 12.00pm to 2.00pm.

11.6 Bandwidth of hours

The bandwidth of hours in which employees, other than rostered employees, will work their ordinary hours are 7.00am to 7.00pm Monday to Friday.

11.7 Nine hour break (APS 1 – 6)

Excluding exceptional circumstances, where an APS 1 – 6 level employee works overtime, or in accordance with a roster arrangement, the employee will be entitled to a nine hour break (including travelling time) before recommencing work, without incurring any loss of pay.

11.8 Nine-hour break (EL 1 – 2)

Excluding exceptional circumstances, where an EL 1 – 2 level employee works a continuous period of greater than 10 hours the employee will be entitled to a nine hour break (including travelling time) before recommencing work, without incurring any loss of pay.

11.9 Job sharing

The delegate may approve job sharing arrangements between two or more employees subject to operational requirements, on the basis of the employees' applications.

11.10 Recording attendance

- a) An APS 1 – 6 employee must accurately record their attendance, including commencement, break and finish times, and records of their leave or absences in the department's Human Resource Management Information System.
- b) On days which an employee is not actually at work (including public holidays and periods of approved leave), employees will record their ordinary working hours (excluding any leave taken with flex credits).
- c) Timesheets must be completed and entered into the department's Human Resource Management Information System preferably on a daily basis and submitted to their manager for approval at the end of the pay period.
- d) Unscheduled leave must be entered into the department's Human Resource Management Information System within 48 hours of the employees return to work.
- e) EL 1 – 2 employees must record all hours that attract TOIL, and may choose to record all their working hours.

12 Flex-time

12.1 Eligibility for flex-time

- a) APS 1 – 6 employees, excluding casual employees, will be eligible to work flex-time. Work performed in excess of ordinary hours, which does not attract overtime, will accrue as flex-time on an hour-for-hour basis.
- b) Where there is agreement between a manager and employee on how flex-time will work within the team, an employee may:
 - i. vary their hours of work; and/or
 - ii. work additional hours.
- c) Where there is insufficient work, a manager will not agree that an employee can work hours in addition to their ordinary hours.

- d) Employees must seek prior approval from their manager for absence from the workplace to utilise flex-time credits.

12.2 Maximum flex-time balance and debit

- a) Where operational requirements do not provide for an employee to minimise their flex-time balance by the end of the fortnightly recording period, a maximum:
 - i. credit of 37.5 hours; or
 - ii. debit of 10 hours;can be carried to the next fortnightly recording period.
- b) Where there is an excess balance, the employee and their manager will identify and discuss appropriate actions to try to reduce the flex-time credit to below 37.5 hours by the end of the following fortnightly recording period. No reasonable request for flex-time leave will be refused by the manager.
- c) Where there is a flex-time debit in excess of 10 hours, the excess balance must be reduced by the end of the following fortnightly recording period or the employee will have the excess balance deducted as leave without pay.

12.3 Exceptional circumstances

In exceptional circumstances where operational requirements do not provide an opportunity for an employee to undertake leave to access flex-time credits, the delegate may approve flex-time balances of up to 37.5 hours be cashed out or converted to annual leave on a one-for-one basis.

12.4 Reversion to standard hours

A manager may revert an employee to standard hours (clause 11.5 (c)) of attendance where an employee fails to maintain a satisfactory performance, pattern of attendance, misuses flex-time provisions, or for operational requirements.

12.5 Flex-time balances at cessation or APS transfer

- a) Prior to ceasing employment or transfer, employees must take reasonable steps, and managers will provide reasonable opportunities, to balance any flex-time credits or debits.
- b) Where an employee has been unable to utilise flex-time credits prior to cessation, the delegate may approve conversion of up to 37.5 hours of credits to annual leave on a one-for-one basis. This election must be made prior to the employee's cessation.
- c) Where any flex-time credits are outstanding at cessation of employment, these credits will not be paid to the employee.
- d) With authorisation from the employee, any remaining flex-time debits will be recovered from the employee's separation payment.

12.6 Flex-time balances on promotion or on higher duties

- a) Employees who are promoted to EL and have an existing flex debit or credit must clear the credit or debit balance prior to commencement at the Executive Level. Any Flex credit will not translate across as TOIL.
- b) Employees who have accrued TOIL whilst acting in a nominal EL classification must make all reasonable efforts, in the first instance, to clear the TOIL prior to returning to their substantive level. If the employee is unable to clear accrued TOIL before reverting to their substantive classification, the employee may transfer the TOIL hours to flex-time, not to exceed 37.5 hours. The transferred flex-time must be taken consistent with clause 12.2.

12.7 Overtime

- a) APS 1 – 6 level employees will be provided with payment of overtime where they are required by the delegate to perform additional work:
 - i. on a public holiday or weekend;
 - ii. where the employee is required to return to work, or address workplace issues, outside the bandwidth (clause 11.6), and is not rostered on the restriction roster at that point in time;
 - iii. in excess of 10 hours on any one normal working day; or
 - iv. during annual closedown.
- b) Employees in receipt of a COMCAR operational allowance will only attract overtime in accordance with clause 5.15(c).

12.8 Payment for overtime

- a) Payment for overtime will be made for the actual additional period worked and is calculated at a rate of time-and-one-half.
- b) In calculating the overtime entitlement, a weekly divisor of 37.5 hours is to be used.

12.9 Option to take flex-time off in lieu

Where an employee would prefer to take time in lieu rather than receive payment for overtime, and their manager agrees to that arrangement, they are entitled to take that time at the same rate they would have received as an overtime payment, and may add it to their flex credit.

13 TOIL

13.1 Eligibility for TOIL

- a) Managers will approve the accrual of TOIL for EL employees (and their equivalents) for work performed at the manager's request or by agreement with the manager:
 - i. in excess of 8 hours 30 minutes on any one day;
 - ii. on a weekend or public holiday; or
 - iii. during annual closedown.
- b) TOIL will accrue and may be taken on an hour-for-hour basis Monday to Friday, and at a rate of 1.5 hours per hour for work performed on a weekend, annual closedown or public holiday.
- c) The provisions for TOIL as outlined in this clause do not alter the ordinary hours for full-time EL employees.

13.2 Part-time EL TOIL

Part-time EL employees or employees on a compressed working hours arrangement are eligible to accrue TOIL for work performed, at the request of their manager, in excess of an additional hour per day outside their agreed work pattern for that day, or alternative informal arrangements as set out in clause 11.2.

13.3 Converting TOIL credits to annual leave

- a) A delegate may approve the conversion of up to five days of TOIL to annual leave per year if:
 - i. the EL employee has taken at least five days TOIL and five days annual leave in the previous 12 months;
 - ii. the employee has TOIL credits in excess of five days as at 1 July;

- iii. the election to convert TOIL to annual leave is made before 1 July.
- b) After the conversion of TOIL to annual leave the employee is to have a remaining balance of at least five days TOIL.
- c) TOIL will be converted to annual leave on an hour-for-hour basis.

13.4 Cash out of TOIL credits

- a) A delegate may approve the cash out of up to five days of TOIL per year if:
 - i. the EL employee has taken at least five days TOIL and five days annual leave in the previous 12 months;
 - ii. the employee has TOIL credits in excess of five days as at 1 July;
 - iii. the election to cash out TOIL is made before 1 July.
- b) After the cash out of TOIL the employee is to have a remaining balance of at least five days of TOIL.
- c) TOIL will be cashed out on an hour-for-hour basis.

13.5 TOIL balances at cessation

- a) Prior to cessation of employment, managers should provide opportunities to enable EL employees to use any TOIL credits. Employees should also take all reasonable steps to use their TOIL credit.
- b) Where an employee has been unable to utilise TOIL credits prior to cessation the delegate may approve conversion of up to five days of TOIL to annual leave. This election must be made prior to the employee's cessation.
- c) Where any TOIL credits are outstanding at cessation of employment, these credits will not be paid to the employee.

13.6 Additional duty payment

- a) Where an EL employee is required by their manager to perform work which accrues 10 days TOIL (i.e. 75 hours) over a financial year, the employee will attract an annual payment of \$2,180. This payment will be made in the second full pay period of the subsequent financial year.
- b) The delegate may determine that in certain situations the payment of this provision will occur when an employee has accrued less than 75 hours TOIL over a financial year.
- c) This payment does not reduce an employee's entitlement to the accrued TOIL hours.

14 *Public holidays and annual closedown (excluding casual employees)*

14.1 Recognised public holidays

Employees will observe all public holidays provided by the FW Act. The delegate, following agreement with an employee, may determine that a day may be substituted for a gazetted public holiday (e.g. for religious or cultural purposes) having regard to operational requirements.

14.2 Make up time for substituted day

Where an employee cannot work on the day for which a substituted holiday has been granted, the employee will make up that time through mutual agreement with the employee's manager, without entitlement to flex-time, TOIL or payment for overtime.

14.3 Public holidays during paid leave

Where a public holiday falls during a period when an employee is on annual or paid personal leave, payment for the public holiday will be made at the employee's ordinary hours of work. Payment for a public holiday during other forms of leave will be in accordance with the entitlement to that form of leave (e.g. if on long service leave on half pay, payment is at half pay).

14.4 Annual close down

- a) Finance will be closed for normal business and employees will not be required to perform normal duty on the working days between Christmas Day and New Years Day. Employees will be paid in accordance with their ordinary hours of work on these days.
- b) Employees on parental leave, leave without pay, or long service leave during the annual closedown will not be entitled to re-crediting of leave.

14.5 Part-time employees

Part-time employees normally not working on the days of the week on which annual closedown or a public holiday occurs will not be entitled to alternative time off duty or additional payment.

14.6 Employees required to work on public holidays and/or annual closedown

Employees required to work on public holidays and/or annual closedown will be entitled to the following:

- i. APS 1 – 6 employees will accrue overtime consistent with clause 12.7; and
- ii. EL 1 – 2 employees will accrue TOIL consistent with clause 13.1.

Leave

15 General conditions

15.1 Non-approval of leave

Where an employee has had a formal application for leave rejected, the delegate will advise the employee of the reason(s) for the decision in writing, where requested by the employee.

15.2 Balances and record keeping

All accrued leave entitlements will be expressed and deducted in hours and minutes, with the exception of long service leave which is expressed in calendar days.

15.3 Recall to duty

Finance will not unreasonably cancel approved leave or recall employees to duty while on approved leave, or on weekends or public holidays. In such circumstances the delegate will approve reimbursement of reasonable costs towards travel expenses, incidental expenses or family care costs not otherwise recoverable under insurance or from another source.

16 Recognition of prior service

16.1 Portability of leave

- a) Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carer's leave (however described) will be transferred, provided there is no break in continuity of service.

- b) Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave (however described) will be recognised.
- c) For the purposes of this clause:
 - i. 'APS employee' has the same meaning as in the PS Act; and
 - ii. 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

16.2 Portability of leave – former non-ongoing employees

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 delegate may, at the employee's request, recognise any accrued annual leave and personal/carer's leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation.

17 Annual leave

17.1 Entitlement

- a) Employees are entitled to 20 days (150 hours), pro-rata for part-time employees, for each full year of service. Annual leave may be taken at either full or half pay.
- b) Employees may access twice as much leave when taken at half pay.
- c) The following employees will be entitled to an additional five days annual leave (pro-rata for part-time employees) for each full year of service, in recognition of regular duty performed outside the hours of 7.00am – 7.00pm Monday to Friday, and on weekends and public holidays:
 - i. COMCAR National Operations Centre Officer (APS 3) in receipt of COMCAR roster allowance;
 - ii. COMCAR National Operations Centre Officer (APS 4) in receipt of COMCAR roster allowance; and
 - iii. Ongoing drivers.
- d) All annual leave will accrue and be credited to employees daily.

17.2 Requirement to take annual leave

- a) Employees, other than those employees identified under clause 17.3, are required to take a minimum 10 days per annum per calendar year, pro-rata for part-time employees, unless the employee's manager approves not taking the leave.
- b) Employees, other than those employees identified under clause 17.3, and managers will take joint responsibility for ensuring that accrued annual leave does not exceed 40 days. When accrued annual leave does exceed this level, a manager must work with the employee to develop a strategy to reduce the leave to 40 days or below within a 12 month period.

17.3 COMCAR specific

- a) In accordance with COMCAR operational requirements, ongoing drivers are required to take at least 10 days annual leave (pro-rata for part-time employees) between 2 January and 31 January each year, unless otherwise agreed by the delegate.
- b) National Operations Centre rostered employees who receive 25 days annual leave, will be required to take at least 5 days annual leave (pro-rata for part-time employees) between 2 January and 31 January each year, unless otherwise agreed by the delegate.

- c) Ongoing drivers and National Operations Centre rostered employees will take joint responsibility with their manager for ensuring that accrued annual leave does not exceed 50 days. When accrued annual leave does exceed this level, a manager must work with the employee to develop a strategy to reduce the leave to 50 days or below within a 12 month period.

17.4 Approval

The taking of annual leave is subject to the approval of the delegate based on operational requirements. Annual leave will not be unreasonably refused.

17.5 Effect of leave without pay

Where leave without pay has been granted in the accrual year, annual leave will be adjusted as follows:

- a) where cumulative absences for periods total 30 calendar days or less, annual leave accrual is not affected; and
- b) where cumulative absences total more than 30 calendar days, the entire period of leave without pay is deducted from the number of calendar days to count as service when determining annual leave accrual.

17.6 Public holidays during annual leave

Where a public holiday occurs in a period of annual leave, the public holiday will not be deducted from the employee's annual leave credits.

17.7 Payment of annual leave on cessation

Payment of unused accrued annual leave is available to employees when their APS employment ceases. Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.

17.8 Annual leave cash out

- a) The delegate may approve an employee to cash out annual leave. A maximum of 10 days annual leave (pro-rata for part-time employees) can be cashed out during each financial year, subject to the employee:
 - i. providing Finance with a written election to forgo the entitlement to the amount of annual leave;
 - ii. retaining an entitlement to at least four weeks paid annual leave; and
 - iii. having taken or have had approval to take at least five days annual leave (pro-rata for part-time employees) in the same financial year.
- b) The payment for cashed out annual leave will be the same as what the employee would have been paid if they took the leave.
- c) Annual leave cannot be cashed out in advance of it being credited to the employee.

17.9 Purchased additional leave

- a) Where approved by the delegate, employees may purchase from one to four weeks additional leave each year. The purchased leave will be credited to the employee on its purchase, and must be taken within 12 months from the date that the leave was credited to the employee.
- b) Where approved by the delegate, employees may purchase from one to eight weeks additional leave, from the time of the expected birth, adoption or long-term fostering of a child, and to be taken within 12 months of the birth, adoption or fostering of a child.

- c) Purchased leave must be taken at full pay unless otherwise approved by the delegate as an exceptional circumstance.

17.10 Substitution of leave during periods of annual leave

Employees who become eligible for leave that is required to be granted in accordance with the NES, such as personal leave, compassionate leave or community service leave, while they are absent on a period of annual leave, may apply for the substitution of that leave. Substitution of leave is subject to the production of satisfactory evidence of the eligibility for the leave. Annual leave will be recredited to the extent of the other leave granted.

18 Personal leave

18.1 Entitlement

- a) An employee, other than a casual employee, is entitled to 18 days or part-time equivalent, paid personal/carer's leave per year of service, which accrues progressively and is credited daily.
- b) Newly engaged ongoing employees to the APS will receive nine days or part-time equivalent, paid personal leave on commencement. Thereafter, personal leave will accrue at the rate of 18 days (135 hours) or part-time equivalent, per year of service, credited daily.

18.2 Use of personal leave

- a) An employee may take personal/carer's leave for the following purposes:
 - i. because the employee is not fit for work because of a personal illness or personal injury affecting the employee;
 - ii. to provide care or support to an immediate family or household member, who has a personal illness, injury or unexpected emergency;
 - iii. to attend appointments with Registered Health Practitioners;
- b) Leave will not be granted for the purposes of (iii.) if it would be detrimental to an employee in any respect, when compared to the NES under the FW Act.
- c) Personal leave must be taken at full pay, however, on request by an employee the delegate may approve the employee taking personal leave at half pay or leave without pay for long term absences or a specified chronic medical condition.
- d) Employees may access twice as much leave when taken at half pay.

18.3 Conditions

To use personal/carer's leave, an employee must provide acceptable evidence in the following circumstances:

- a) for personal/carer's leave of three consecutive working days or more;
- b) for any personal/carer's leave in excess of a total of seven days in the previous 12 month period where acceptable evidence has not been provided for any of those days; or
- c) in any other circumstance where requested by the delegate.

18.4 Acceptable evidence

- a) Employees must provide a medical certificate, a report or a document from a Registered Health Practitioner for the purpose of personal illness or injury. Where it is not reasonably practicable to provide evidence from a Registered Health Practitioner,

a statutory declaration made by the employee may be accepted for up to three single day absences in the previous 12 month period. The statutory declaration will state the reason for the absence and detail why it was not reasonably practicable for the employee to obtain evidence from a Registered Health Practitioner.

- b) Where the delegate considers that the evidence is unsatisfactory, the leave application may be rejected.
- c) An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's paid personal/carer's leave credit has expired, except as otherwise provided by legislation.
- d) Further information is available in the Leave Policy.

18.5 Domestic and family violence leave

- a) Personal/carer's leave may be approved, as appropriate, where an employee is required to be absent as a result of domestic and family violence situations.
- b) Further information is available in the Domestic and Family Violence Policy.

18.6 Reappointment after invalidity retirement

An employee who has their APS employment terminated on the grounds of invalidity, and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976* is entitled to be credited with personal leave equal to the balance of personal leave at the time of termination.

18.7 Effect of leave without pay

Where an employee has taken a cumulative amount of Leave Without Pay Not To Count As Service (LWOPNTCAS) that exceeds 30 calendar days in a 12 month period, this will affect the accrual of personal/carer's leave. Accruals will be affected by the entire period of LWOPNTCAS taken.

Where cumulative absences total 30 calendar days or less, the accrual of personal/carer's leave is not affected.

18.8 Accrual – non-ongoing employees

Non-ongoing employees are entitled to 18 days personal leave (135 hours) per year of service, (pro-rata for part-time employment) credited daily.

18.9 Advice to manager

- a) Employees must, as far as reasonably practicable, advise their manager prior to 10.00am on the day of their absence of their intention to be absent.
- b) Further information is available in the Leave policy.
- c) Where reasonably practicable, COMCAR shift work employees and COMCAR drivers are required to advise the appropriate workplace person, at least two hours prior to the commencement of their shift of their intention to be absent.

18.10 Public holidays during personal leave

Personal leave will not be debited where an employee is medically unfit for duty or required to undertake carer's responsibilities on a public holiday which the employee would otherwise have observed.

18.11 Payment on cessation

Unused personal leave will not be paid to an employee on cessation of employment.

18.12 Serious Illness Registry

- a) Employees may, under certain circumstances, donate up to two days per annum of their accrued personal leave credits to the Serious Illness Registry.
- b) Further information is available in the Serious Illness Registry Policy.

19 *Unpaid carer's leave*

19.1 Entitlement

- a) An employee is entitled to a period of up to two days unpaid carer's leave for each occasion, where paid leave credits are exhausted, when a member of the employee's immediate family or household, requires care or support because of personal illness, injury or an unexpected emergency.
- b) The period of unpaid personal leave may be taken as a single period of two days or any separate period to which the employee and manager agree.

20 *Compassionate and bereavement leave*

20.1 Compassionate leave

- a) Employees will be granted two days paid compassionate leave on each occasion that a member of the employee's immediate family or household:
 - i. contracts or develops a personal illness that poses a serious threat to their life; or
 - ii. sustains a personal injury that poses a serious threat to their life.
- b) The employee may take the period of leave as a single period of two days or any separate period which the manager and employee agree. Finance may require the employee to provide evidence of the illness or injury in support of the request for leave.

20.2 Bereavement leave

- a) Employees will be granted up to three days paid leave on each occasion that a member of their immediate family or household dies.
- b) The employee may take the period of leave as a single period of three days or any separate period which the manager and employee agree. Finance may require the employee to provide evidence of the death in support of the request for leave.

21 *Maternity, parenting and parental leave*

21.1 Maternity leave

- a) Eligible employees are entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).
- b) Employees who are eligible for paid maternity leave under the ML Act are entitled to an additional four weeks (inclusive of public holidays) of paid leave, to be taken immediately following the period of paid maternity leave provided by the ML Act.

21.2 Maternity leave at half pay

- a) The delegate will approve spreading the payment for the paid period of maternity leave over a maximum period of 24 continuous weeks at half normal pay. Where payment is spread over a greater period, any period beyond the first 12 weeks will not count as service for any purpose.
- b) The delegate will approve spreading the additional period over a maximum period of eight continuous weeks at half normal pay. Where additional maternity leave is taken at half pay only the first four weeks will count as service.

21.3 Special maternity leave

- a) Where the expecting mother experiences a pregnancy related illness, or if their pregnancy ends within 28 weeks of expected birth, they will be granted paid personal leave for the period of leave as set out in the medical certificate. If personal leave credits are exhausted, the remainder of leave will be unpaid.
- b) Special maternity leave will operate in conjunction with entitlements under the ML Act.
- c) Further information is available in the Parental Leave policy.

21.4 Parenting leave

- a) Within 12 months of the birth, adoption or long-term fostering of a child, an employee who has or will have responsibility for the care of a child and who is otherwise ineligible for leave under the ML Act, adoption leave or fostering leave is entitled to 20 days leave with pay (inclusive of public holidays) to care for the child.
- b) This leave can be taken at half pay and counts as service for all purposes.

21.5 Ability to transfer the four weeks of leave

Employees who are eligible for four weeks of paid leave (maternity leave, parenting leave, adoption, long-term fostering of a child) may transfer one to four weeks of this entitlement to a partner who is a Finance employee.

21.6 Parental leave without pay

- a) To enable an employee to care for a newborn child, or newly adopted or fostered child under 16 years, the employee will be entitled to authorised leave without pay (except for employees covered by the ML Act to the extent that that Act is more beneficial) where the employee has, or will have, a responsibility for the care of the child.
- b) Parental leave without pay does not count as service for any other purpose except as provided in the ML Act.

21.7 Maximum period of parental leave

The total period of parental leave (paid and unpaid) taken in respect of the birth or adoption or fostering of a child will not exceed two years (excluding other periods of paid leave such as annual leave).

21.8 Return from parental leave

- a) Prior to an employee returning from parental leave the manager will discuss with the employee their return to work, including any request for part-time work.

- b) Following consultation and dependent on operational requirements, the employee may be given suitable duties at their substantive classification either in the role they performed prior to leave, or in another role.

21.9 Adoption leave

- a) An eligible employee is entitled to a continuous period of up to 16 weeks (inclusive of public holidays) paid leave on full pay or half pay for the purposes of adopting a child.
- b) To be eligible for adoption leave:
- i. the employee must have completed at least 12 months continuous service in the APS;
 - ii. the employee must be the primary caregiver;
 - iii. the child that is, or is to be, placed with the employee for adoption:
 - is, or will be, under 16 as at the day of placement, or the expected day of placement of the child;
 - has not, or will not have, lived continuously with the employee for a period of six months or more as at the day of placement, or the expected day of placement of the child; and
 - is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- c) Adoption leave is available from one week prior to the date of placement of a child or children under 16 years, and must be commenced within eight weeks of the child or children being adopted.

21.10 Pre-adoption leave

Where the employee is in the process of adopting a child and has exhausted their paid leave entitlements, flex-time and TOIL arrangements, two days unpaid leave will be granted.

21.11 Long-term foster leave

- a) An eligible employee with at least 12 months continuous service in the APS, who is to be the primary caregiver to a fostered child may access a continuous period of up to 16 weeks (inclusive of public holidays) foster leave on full pay or half pay to fulfil long-term fostering obligations. To be eligible for this purpose, employees are to have assumed long-term responsibility for a child under a permanent fostering arrangement following placement:
- i. by a person/organisation with statutory responsibility for the placement of the child; and
 - ii. where the child is not expected to return to their family.
- b) Leave for fostering purposes is to commence within six months of the placement of the child, and can be taken at half pay (the period beyond the first 16 weeks will not count as service). Where a fostered child is subsequently adopted by the employee, the employee is not eligible for adoption leave in relation to the same child where foster leave has previously been granted.
- c) The delegate may approve up to 16 weeks paid leave on full pay or half pay where an eligible employee has primary care for a child under a permanent care order.

22 Defence reserve leave and war service sick leave

22.1 Entitlement Defence reserve leave

- a) An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- b) An employee is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- c) 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.
- d) 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.
- e) 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 Annual Leave.

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

22.2 Entitlement war service sick leave

- a) Employees may be eligible to be granted war service sick leave while unfit for duty because of a war or Defence-caused condition.
- b) A war-caused or Defence-caused condition means an injury or disease of an employee that has been accepted by the Department of Veterans' Affairs to be war-caused or Defence-caused within the meaning of the relevant legislation.
- c) Eligible employees will accrue a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

23 Long service leave

23.1 Entitlement

- a) An employee will be eligible for long service leave (LSL) in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- b) The minimum period for which LSL will be granted is seven consecutive calendar days at full pay or 14 calendar days for leave at half pay. A period of LSL cannot be broken by other periods of leave, including flex-time or TOIL, a weekend or a public holiday, except as otherwise provided by legislation.
- c) Long service leave credits may be taken at any time, on full pay or half pay, subject to operational requirements and the approval of the employee's manager.

23.2 Substitution of leave during periods of long service leave

Employees who become eligible for leave that is required to be granted in accordance with the NES, such as personal leave, compassionate leave or community service leave, while they are absent on a period of long service leave, may apply for the substitution of that

leave. Substitution of leave is subject to the production of satisfactory evidence of the eligibility for the leave. Long service leave will be recredited to the extent of the other leave granted.

24 *Miscellaneous leave*

- a) The delegate may grant leave to an employee, either with or without pay, where the delegate considers it is appropriate.
- b) Miscellaneous leave may be approved, as appropriate, where an employee is required to be absent as a result of domestic and family violence situations.
- c) Unless the delegate determines otherwise, any period or cumulative periods of miscellaneous leave without pay greater than 30 calendar days within a 12 month period will not count as service for annual leave and personal/carer's leave purposes.
- d) Further information is available in the Leave and Domestic and Family Violence Policies.

25 *Community service (emergency management and jury service) leave*

- a) In accordance with section 108 of the FW Act, leave for participation in voluntary emergency management duties, including training, emergency service responses, reasonable travel and recovery time, and ceremonial duties, will be approved. The delegate may determine whether any or all of leave taken for participation in voluntary emergency management activities will be with pay.
- b) An employee required to attend jury service will have leave approved and will continue to be paid by Finance for any period of jury service, but will be required to pay to Finance any amount of jury service pay received by the employee.

26 *Unauthorised leave absences*

- a) Where an employee is absent from work without approval, all pay and other benefits provided under this Agreement cease to be available until the employee resumes duty, is granted leave or ceases employment. Such absences will not count as service for any purpose.
- b) Unauthorised absences will be referred to the delegate to determine the appropriate action under the PS Act, including termination of employment.
- c) Finance will take all reasonable steps to make contact with the employee.

Performance management system

27 *Requirement for performance management*

27.1 *Participation in the performance management system*

- a) All employees, unless they are a non-ongoing employee engaged for a period of less than six months, will have an individual performance agreement in place during the performance management cycle.
- b) The performance cycle runs from July to June each year.
- c) New performance agreements will be completed no later than 30 September in the performance cycle.

- d) The Performance and Capability Policy sets out the performance management processes, including responsibilities, rights and obligations of managers and employees in managing performance.
- e) Casual COMCAR drivers and National Operations Centre staff must participate in the performance management process consistent with COMCAR practices.

Supportive workplace

28 Supportive workplace

28.1 Diversity

Finance endeavours to have a diverse and inclusive workplace that is modern and agile and welcomes people from all cultural, religious or social backgrounds. We are a department where everyone is valued and respected for individual differences and are free from direct and indirect discrimination.

28.2 Finance will provide access to the following:

- a) Confidential, professional counselling for employees and their immediate families to assist with work or personal issues through the provision of an Employee Assistance Program (EAP).
- b) Further information is available in the EAP Policy.
- c) Lactation breaks and breastfeeding facilities will be accommodated during unpaid and paid breaks.
- d) Further information is available in the Support for Breastfeeding at Work Policy.

28.3 Domestic and family violence

- a) Finance is committed to supporting employees affected by domestic and family violence and will provide the maximum appropriate support.
- b) Further information is available in the Domestic and Family Violence Policy.

28.4 Study assistance

- a) The delegate may approve access, for ongoing employees, to financial assistance and/or study leave, to support the successful completion of tertiary studies which are relevant to the operational needs of Finance.
- b) Further information is available in the Study Assistance Policy.

28.5 Professional memberships and/or subscriptions

- a) The delegate may approve financial reimbursement for professional memberships and/or subscriptions deemed relevant to the needs of Finance.
- b) Further information is available in the Professional Memberships and Subscription Policy.

Separation from the APS

29 *Resignation*

29.1 Notice of resignation

Where an employee resigns, they must provide their manager with two weeks notice (APS 1 – 6), or four weeks notice (EL 1 – 2), unless otherwise agreed with their manager.

29.2 Death of an employee

- a) Where an employee dies whilst in employment, or the delegate has determined that an employee is presumed to have died on a particular date whilst in employment, the delegate will authorise the payment of the amount to which the former employee would have been entitled had they ceased employment by resignation or retirement.
- b) Payment will, subject to any legal requirements, be made to the employee's nominated next of kin. Where the employee has not nominated a next of kin, payment will be made to the employee's legal representative for distribution to the employee's estate.

Redeployment and redundancy

- a) Clauses 30.1 to 30.10 do not apply to non-ongoing employees, employees on probation or ongoing COMCAR drivers who were employed at the commencement of this Agreement. It is Finance's intention to redeploy employees where possible.
- b) Further information is available in the Managing Excess Employees Policy.

30 *Excess employees and redeployment*

30.1 Notification of excess employees

When the delegate is aware that an employee has become potentially excess, or is excess, and agrees the relevant process to apply (redeployment or redundancy), the employee will be advised in writing as soon as practicable and provided with relevant details and information.

30.2 Redeployment (potentially excess employee)

- a) A period of redeployment will usually be for one month, unless, to allow redeployment opportunities to be pursued further:
 - i. the delegate determines that a longer period will apply in accordance with the intent of the APS Redeployment Policy; or
 - ii. the employee requests and is granted an extension of the redeployment period by the delegate.
- b) The principles within the APS Redeployment Policy will be applied in determining whether a longer potentially excess period is appropriate.

30.3 Support during redeployment

During the redeployment period Finance will take reasonable steps to find alternative employment for the employee, including considering potentially excess or excess employees for internal vacancies before external advertising is undertaken.

30.4 Reclassification during redeployment (including income maintenance)

- a) The delegate may decide to reclassify an employee during the redeployment period, at a lower classification, as a means of securing alternative employment for the employee.
- b) If reclassification is to occur, the employee will be advised in writing of the decision, including relevant details, and provided with two weeks to respond.
- c) Where an employee is reclassified, the employee will continue to be paid at the classification level which applied to the employee immediately prior to reclassification, for a maximum period of seven months.

30.5 Redundancy (excess employees) notification

Where the delegate has decided to declare an employee excess and commence the redundancy process, the employee will be advised in writing including relevant details, and provided with one month to respond.

30.6 Financial advice

Reimbursement of up to \$1,000 may be claimed on production of receipts to obtain career counselling and/or financial advice during this one month period.

30.7 Date of effect of termination

- a) Where an employee is made redundant, details of the date of effect of termination and notice period will be provided to the employee as soon as practicable. Payment of salary will continue until the conclusion of the notice period, even if termination occurs prior to this at the request of the employee.
- b) An excess employee will be entitled to reasonable time off with pay to attend necessary employment interviews during the notice period.

30.8 Redundancy pay

- a) An excess employee whose employment is terminated by the delegate on excess grounds will be paid a sum equal to two weeks salary for each completed year of continuous service (subject to the provisions at clause 30.9 and 30.10) plus a pro-rata payment for each completed month of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards.
- b) The minimum sum payable as redundancy pay will be four weeks salary, and the maximum will be 48 weeks salary. Redundancy pay will be calculated on a pro-rata basis where the employee has worked part-time hours during the period of service and has less than 24 years full time service.
- c) For the purposes of calculating redundancy pay 'salary' will be the employee's base salary, adjusted pro-rata for any periods of part-time work, including:
 - i. any allowance which applies to the employee immediately before redundancy occurs and which is paid during periods of annual leave; and
 - ii. HDA, where the employee has been acting at a higher level for a continuous period of 12 months or more.

30.9 Service for severance pay

- a) Service for severance pay purposes means:
 - i. service in Finance;

- ii. government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - iii. service with a Commonwealth body (other than service with a joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
 - iv. service with the Australian Defence Forces;
 - v. APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; service in another organisation (excluding the ACT Public Service) where:
 - an employee moved from the APS to that organisation with a transfer of function;
 - an employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS such service is recognised for long service leave purposes;
 - ACT Public Service for persons who were compulsorily transferred to the ACT Public Service on its establishment as a separate Service on 1 July 1994 and who subsequently rejoined the APS.
- b) For earlier periods of service to count there must be no breaks between the periods of service, except where:
- i. 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
 - ii. 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 repealed section 49 of the *Public Service Act 1922*.

30.10 Service not to count

- a) Having regard to clause 30.9, any period of service that ceased will not count as service for severance pay purposes:
- i. by way of any of the grounds for termination specified in section 29 of the PS Act (including any additional grounds prescribed in the PS Regulations);
 - ii. on a ground equivalent to any of these grounds;
 - iii. through voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - iv. with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit.
- b) Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

Workplace consultation and dispute resolution

31 Workplace consultation

31.1 Staff Consultative Group

For the life of this Agreement, Finance will establish and maintain a Staff Consultative Group.

31.2 Consultation and communication

The terms for consultation are provided in Attachment B of this Agreement.

31.3 Support person / employee representative

An employee may choose to have a support person accompany them in one-on-one discussions with their manager(s) where there are issues about the employee's performance. Where there are issues about the employee's employment, the employee may choose to have a support person or an employee representative accompany them. Finance will respect and facilitate an employee's right to representation in the workplace. The role of workplace representatives, including union delegates and employee representatives, will be respected and facilitated in accordance with the FW Act.

31.4 Procedures for preventing and settling disputes

- a) If a dispute relates to:
 - i. a matter arising under this agreement; or
 - ii. the National Employment Standards;this term sets out procedures to settle the dispute.
- b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- e) The FWC may deal with the dispute in two stages:
 - i. the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - ii. if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties.
- f) If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act.
- g) A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.
- h) While the parties are trying to resolve the dispute using the procedures in this term:
 - i. an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - ii. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- the work is not safe;
 - applicable occupational health and safety legislation would not permit the work to be performed;
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.
- i) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

COMCAR Driver provisions

32 All drivers

Clauses 32.1 to 32.3 apply to all drivers, whether ongoing or casual.

32.1 Work scheduling

- a) Work scheduling for drivers will be designed and maintained to eliminate (or minimise to the greatest extent possible) the instances of work periods of excessive length.
- b) Further information is located in the COMCAR Fatigue Management Policy.
- c) Work will be allocated according to the following principles:

For all work situations:

- i. scheduling will permit a driver to have at least seven hours break in any 24 hour period;
- ii. continuous periods of active work will not exceed five hours;
- iii. drivers will not exceed 168 hours working time in 14 days; and
- iv. drivers can elect to increase the rest period between periods of duty to an amount greater than the seven hour minimum stated above. This can be done on an ad-hoc basis and/or permanent basis.

32.2 Number of periods of duty in any one day

- a) A driver may be requested to work more than one period, but not more than two periods of duty, in any one day. Where a casual driver works two periods of duty in any one day, the minimum hour provisions as specified at clause 33.2 will apply to each period of duty.

Where an ongoing driver is required to perform duty in special circumstances, clause 34.6 will apply. The minimum time lapse between any two periods of duty will be sufficient to allow the driver to have three hours rest.

- b) A driver who has performed more than eight hours duty will not be directed to perform a second period of duty on that day.

Further information regarding performance of a second period of duty is located in the COMCAR Fatigue Management Policy.

32.3 Rest breaks

- a) An unpaid rest break of 60 minutes (which may be used for meals or rest) may be taken after three hours of duty at the direction of the delegate.
- b) Where a driver does not complete more than five hours in any one period (including a rest break), then any rest break will not be deducted from the drivers total paid hours for that period. If a driver does complete more than five hours in any one period

(including a rest break), then any rest break will be deducted from the driver's total paid hours for that period. If the deductions of the rest break results in the driver's total paid hours being less than five hours, the driver will be paid a total of five hours for that period.

- c) Where operational circumstances do not allow for a break to be taken, then the allocator will ensure a rest break is taken at the first opportunity. A shorter (unpaid) rest break of 30 minutes may be taken at the direction of the delegate.
- d) A rest break must be taken where a driver works at least five hours, unless advised otherwise by the delegate due to operational requirements.
- e) An additional paid rest break of 30 or 60 minutes duration, as determined by the delegate, is to be taken upon completion of any subsequent five hours of duty in the one work period.
- f) Where a driver performs two periods of duty in a day, each period of duty will be treated separately and the requirements for taking rest breaks will apply as per these rest break provisions.

33 Casual drivers

Clauses 33.1 to 33.3 apply to drivers who are a casual employee.

33.1 Remuneration for casual drivers

- a) The base hourly rate for casual drivers, following the commencement of this Agreement will be based on the minimum guide point for an APS 2 employee.
- b) Casual drivers will receive a 25 per cent loading (casual loading) in lieu of leave (excluding long service leave) and public holidays in addition to the base hourly rate.
- c) For all work performed on a Monday to Friday, a 15 per cent loading will be paid on the hourly rate (base plus casual loading) in recognition of the flexibility requirements.
- d) For all work performed on a weekend and a public holiday, an additional loading will be paid on the hourly rate (base plus casual loading) as set out in Attachment A.
- e) In addition, a special duties loading of 20 per cent will be paid to casual drivers when driving the following VIP clients:
 - i. the Prime Minister of Australia;
 - ii. the Governor-General of Australia;
 - iii. persons entitled to a dedicated driver in the particular capital city;
 - iv. a client in a protected vehicle;
 - v. Heads of State and Heads of Government, except for special events.

In exceptional circumstances the delegate may approve an increase to the special duties loading.

- f) The special duties loading is applicable to the following periods of duty:
 - vi. when driving the VIP client as the first job and then performing other work, the special duties loading is paid from shift start time until drop time with the VIP client.

- vii. when driving the VIP client as the last job of a shift, with other work before, the special duties loading is paid from VIP client booking time until completion of the shift.
- viii. when driving the VIP client in the middle of a shift, with other work before and after, the special duties loading is paid from the VIP client booking time until the drop time of the VIP client.

g) Casual driver rates are set out in Attachment A.

33.2 Minimum hours of duty

- a) A casual driver may be requested to work on any day. In special circumstances, the delegate may require drivers to work on any day. Special circumstances may include, but are not limited to, official visits, natural disasters, extraordinary Parliamentary sessions, and events of national security.
- b) When requested to work on any given day, a casual driver will be called in and paid for a minimum of three hours.

33.3 Notification of cancellation of shift

When possible, drivers will be notified of any shift cancellations with a minimum of three hours notice, prior to the advised start time. Notification of a shift cancellation without this minimum notice will result in the driver being paid the minimum hour provisions as specified in clause 33.2. The shift cancellation payment will only apply where the driver then does not work on the day in question, unless otherwise determined by the delegate.

34 Ongoing drivers

Clauses 34.1 – 34.20 apply to ongoing drivers only. Ongoing drivers may be employed on a full-time or part-time basis.

34.1 Home garaging

Full-time drivers may drive a fleet vehicle to and from their place of residence at the beginning and end of each period of duty. Part time drivers will not be entitled to this arrangement.

34.2 Biannual cycle – ongoing drivers

A biannual cycle will operate for ongoing drivers and be based on the established principle of a 38 hour week (or pro rata for part-time drivers) and an average reasonable additional hours overtime component of two hours per week (or pro rata for part-time drivers). The period of the biannual cycles will be:

1st cycle	1 January – 30 June
2nd cycle	1 July – 31 December

34.3 Biannual cycle hours

- a) Each full-time driver, with the exception of dedicated drivers, will be required to work 1040 hours in each cycle (pro rata for part-time drivers).
- b) Part-time drivers may be required to perform reasonable administrative or other non-driving tasks from time to time in order to fulfil the biannual cycle hours.

34.4 No financial adjustment if insufficient work available

Where a driver has worked all hours nominated but not worked the required hours applicable as described in clause 34.3, no financial adjustment will apply.

34.5 Excess hours in a cycle

- a) At the request of the delegate, an ongoing driver may exceed the maximum number of hours worked within the biannual cycle.
- b) Where a full-time driver exceeds the applicable hours within any biannual reconciliation period as defined in clause 34.2 and 34.3, the driver will have the option of either payment for excess hours at the normal hourly rate (base salary, inclusive of allowances received) or time off in lieu, or a combination thereof. Where a part-time driver exceeds the applicable hours within a biannual reconciliation period as defined above, the driver will be paid for excess hours at the casual hourly rate.
- c) Payment for the excess hours worked, or time off in lieu where requested, will occur as soon as possible after the end of each biannual period.

34.6 Minimum hours of duty

- a) An ongoing driver may be required to work on any day in the period with the exception of relevant public holidays.
- b) Notwithstanding the above provisions, the delegate may require ongoing drivers to perform duty in special circumstances. Special circumstances would include, but not necessarily be limited to, official visits, natural disasters, extraordinary parliamentary sessions, and events of national security.
- c) When required to work on any given day, an ongoing driver will be called in and credited for a minimum of three hours.

34.7 Notification of cancellation of shift

When possible, ongoing drivers will be notified of any shift cancellations a minimum three hours prior to the advised start time. Notification of a shift cancellation within these hours prior to the commencement of duty will result in the ongoing driver being credited with the minimum hour provisions as specified in clause 34.6. The shift cancellation credit will only apply where the driver then does not work on the day in question, unless otherwise determined by the delegate.

34.8 Rest days

- a) An ongoing driver will be entitled to a rest day on each Saturday and on each Sunday which does not precede a parliamentary sitting period published in the parliamentary sitting calendar. If an ongoing driver is required to work on one of these rest days, they will receive a Scheduled Day Off (SDO) in lieu on a day suitable to operational requirements.
- b) An ongoing driver will also be entitled to relevant public holidays in the jurisdiction in which they work. COMCAR may request an ongoing driver to work on a particular public holiday and for such work performed, the driver will be entitled to an SDO on a

day suitable to operational requirements. SDOs may be accumulated up to a maximum balance at any one time of five days.

- c) A rest day is defined as a full calendar day where a driver is not required to perform any duties.
- d) SDOs are non-accumulative except as specified above or under exceptional circumstances where operational requirements prevent the driver from accessing those scheduled days off.

34.9 Restrictions on taking annual leave

In accordance with COMCAR operational requirements, ongoing drivers employed in Canberra are not permitted to take periods of annual leave exceeding one day during parliamentary sitting periods (including the Sunday prior to a parliamentary sitting period published in the parliamentary sitting calendar), given that these employees are employed to complete their duties primarily during these specified periods.

34.10 Remuneration for ongoing drivers

- a) In recognition of the flexibilities relating to the continued practice of non-payment of overtime and penalties, a National Flexibility Allowance as set out in Attachment A will be paid to full-time ongoing drivers. A part-time driver may be required to maintain either a 24 hours per day availability (except entitled rest days) or a 12 hours per day availability (except entitled rest days).
- b) The full National Flexibility Allowance will be paid to drivers required to maintain 24 hour availability, while 50 per cent of the National Flexibility Allowance will be paid to drivers required to maintain 12 hours per day availability. The period of availability will be agreed at the time of employment and may be varied by mutual agreement between the driver and the delegate.
- c) The annual salary for a full-time ongoing driver will be as per Attachment A (pro-rata for part-time drivers). The employee's rate of salary will be salary for all purposes. Specifically, where salary sacrifice arrangements (or other relevant arrangements) are in place, the employee's salary for purposes of superannuation, severance and termination payments (or other purposes) will be determined as if the salary sacrifice (or other) arrangement had not been entered into.

34.11 Special conditions applying to dedicated drivers

- a) From time to time the delegate may designate an ongoing driver to be a dedicated driver, being dedicated to drive for a particular office holder until otherwise notified by the delegate. The provisions outlined below apply to an ongoing driver for any period whilst they are designated a dedicated driver.
- b) A dedicated driver may be appointed to drive office holders as determined by the Parliament or Prime Minister of the day.
- c) Dedicated drivers will be eligible to receive a Dedicated Driver Allowance as per Attachment A (pro-rata for part-time drivers).
- d) Dedicated drivers will operate under the biannual cycle except that the overtime component will be seven hours per week, therefore the biannual cycle hours required, subject to clause 34.12 will be 1118 (pro-rata for part-time drivers).

34.12 Excess hours within a cycle worked by dedicated drivers

- a) At the request of the delegate, a dedicated driver may exceed the maximum number of hours worked within the cycle.

- b) Where a dedicated driver exceeds, or it appears they will exceed the applicable hours as defined in clause 34.11 within any biannual reconciliation period as defined in clause 34.2, the driver will have the option of either payment at the normal hourly rate (base salary, inclusive of allowances received) or time off in lieu or a combination thereof as soon as possible after the end of each biannual period.
- c) A dedicated driver will receive at least two weeks notice (or four weeks if they have been performing the role for two or more years) in the event they cease to become a dedicated driver. The dedicated driver allowance will cease at the expiration of the notice period.
- d) A dedicated driver will be required to undertake pool work when not required by their allocated entitlement.
- e) Where an ongoing driver relieves in the dedicated driver position, that driver will receive the proportional daily rate of the Dedicated Driver Allowance for the days that the relief is performed.

34.13 Excess ongoing drivers redundancy

- a) The provision of clauses 34.13 to 34.20 cover only ongoing drivers who are employed as at the commencement of this Agreement. Ongoing drivers employed after the commencement of this Agreement will be subject to clauses 30.1 to 30.10 covering redeployment and excess employees.
- b) For the purposes of these provisions, an ongoing driver is excess if:
 - i. the driver is included in a class of employees employed by COMCAR, which comprises a greater number of employees than is necessary for the efficient and economical working of COMCAR;
 - ii. the services of the ongoing driver cannot be effectively used because of technological or other changes in the work methods, or changes in the nature, extent or organisation of the functions of COMCAR; or
 - iii. the ongoing driver's work is to be performed on an ongoing basis in a different geographic locality, they are not willing to relocate to that locality and the delegate has determined that this definition applies to the ongoing driver.

34.14 Consultation process

- a) When the delegate is aware that an ongoing driver is likely to become excess, the delegate will advise the driver of the situation and that they may choose to have a representative present, which may include a union party to this Agreement.
- b) The delegate will hold discussions with the ongoing driver and/or where the driver chooses, their representative, over a period not exceeding one month, to consider:
 - i. measures that could be taken to resolve the situation, including redeployment at or below the driver's classification level;
 - ii. referral to a suitable redeployment agency; and
 - iii. whether voluntary retrenchment might be appropriate.
- c) The delegate will identify the ongoing driver who is excess to COMCAR's requirements:
 - i. after the discussions referred to above have been held; or
 - ii. where the ongoing driver or their representative has declined to discuss the matter, one month after the delegate had advised the ongoing driver; and
 - iii. will immediately advise the ongoing driver in writing that they are excess.

- d) The delegate may, prior to the conclusion of these discussions, invite ongoing drivers who are not excess to express an interest in voluntary retrenchment, where the retrenchment of those drivers would permit the redeployment of drivers who are in a redundancy situation.
- e) The delegate will then establish, through consultation with the identified driver/s, whether they want to be offered voluntary retrenchment immediately or seek redeployment. An ongoing driver seeking redeployment will be advised in writing that they are excess (if this has not already occurred) and be immediately referred to a suitable redeployment agency or program for redeployment assistance.
- f) The delegate will take all reasonable steps, consistent with the interests of the efficient operation of COMCAR, to assign excess ongoing drivers to suitable vacancies at the same classification level within COMCAR or Finance.

34.15 Voluntary retrenchment

- a) Where the delegate invites an excess ongoing driver to accept voluntary retrenchment, the driver will have one month in which to accept the offer. Where the offer is accepted, the delegate will not give notice of termination before the end of that period, without the agreement of the driver.
- b) Within that month, an ongoing driver invited to accept voluntary retrenchment must be given information on their entitlements, including:
 - i. the amount of severance pay, pay in lieu of notice and paid up leave credits;
 - ii. the amount of accumulated superannuation contributions;
 - iii. the options concerning superannuation;
 - iv. the taxation rules applying to the various payments; and
 - v. that there is assistance, up to a maximum of \$1,000, for financial advice.
- c) The delegate may make an offer of voluntary retrenchment to an excess ongoing driver within two months of action being taken under clause 34.14 for redeployment and, if not already made, will usually make an offer at the end of that period to any ongoing driver who has not been redeployed.
- d) Only one offer of voluntary retrenchment will be made to an excess ongoing driver.
- e) An excess ongoing driver who declines an offer of voluntary retrenchment or who does not accept the offer within the one month period will immediately be referred to a suitable redeployment agency or program for redeployment assistance.

34.16 Period of notice

- a) Where the excess ongoing driver agrees to be voluntarily retrenched, the delegate may retrench the ongoing driver by giving the required notice of termination under section 29 of the PS Act. The period of notice will be four weeks (or five weeks for a driver over 45 years of age with at least five years of continuous service).
- b) Where an ongoing driver terminates or is terminated at the beginning of or within the notice period, the ongoing driver will receive payment in lieu of notice for the unexpired portion of the notice period.

34.17 Severance benefit

- a) Ongoing drivers who agree to be retrenched and whose employment is terminated by the delegate under section 29(3)(a) of the PS Act on the grounds that they are excess to requirements are entitled to be paid a sum equal to two weeks salary for each completed year of continuous service, plus a pro-rata payment for completed

months of service since the last completed year of service, subject to any minimum amount the driver is entitled to under the National Employment Standards.

- b) The minimum sum payable will be four weeks salary and the maximum will be 48 weeks salary.
- c) The severance benefit will be calculated on a pro-rata basis for any period worked part time, if the driver has less than 24 years full-time service.
- d) Service for severance pay purposes means:
- i. service in Finance;
 - ii. government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - iii. service with a Commonwealth body (other than service with a joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
 - iv. service with the Australian Defence Forces;
 - v. APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes;
 - vi. service in another organisation (excluding the ACT Public Service) where:
 - an employee moved from the APS to that organisation with a transfer of function;
 - an employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS;such service is recognised for long service leave purposes.
 - vii. ACT Public Service for persons who were compulsorily transferred to the ACT Public Service on its establishment as a separate service on 1 July 1994 and who subsequently rejoined the APS.
 - viii. For earlier periods of service to count there must be no breaks between the periods of service, except where:
 - 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
 - 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 repealed section 49 of the *Public Service Act 1922*.
- e) Any period of service, which ceased:
- i. through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - the employee lacks, or has lost, an essential qualification for performing their duties;
 - non-performance, or unsatisfactory performance, of duties;
 - inability to perform duties because of physical or mental incapacity;
 - failure to satisfactorily complete an entry level training course;
 - failure to meet a condition imposed under section 22(6) of the PS Act; or
 - a breach of the Code of Conduct.
 - ii. on a ground equivalent to a ground listed in subparagraph (iv) above, under the repealed *Public Service Act 1922*; or

- iii. through voluntary termination at or above the minimum retiring age applicable to the employee; or
- iv. with the payment of a redundancy benefit or similar payment or an employer-financed retirement/termination benefit;

will not count as service for severance pay purposes.

- f) Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.
- g) COMCAR is bound by the rules governing re-engagement by an Australian Government agency of an ex-APS or ex-Parliamentary Service Act employee who has received a redundancy benefit.

34.18 Rate of payment – severance benefit

For the purpose of calculating any payment under clause 34.17, salary will include:

- i. the driver's full time salary, adjusted on a pro-rata basis for periods of part-time service; and
- ii. ongoing allowances paid under this agreement including National Flexibility Allowance and Dedicated Driver Allowance.

34.19 Retention periods

- a) An excess ongoing driver who does not accept an offer of voluntary retrenchment will not be involuntarily terminated without their agreement until the following retention periods have elapsed:
 - i. thirteen months where they have 20 or more years of service or are over 45 years of age; or
 - ii. seven months for other drivers.
- b) The retention period will commence on the earlier of:
 - i. the day the driver is advised in writing by the delegate that they are an excess ongoing driver under clause 34.14; or
 - ii. one calendar month after the day on which the delegate invites the ongoing driver to accept voluntary retrenchment under clause 34.14.
- c) During the retention period, the delegate:
 - i. will continue to take reasonable steps to find alternative employment for the excess ongoing driver; and
 - ii. may, with four weeks notice, assign the excess ongoing driver to duties with a lower classification, but where this occurs before the end of the retention period, the driver will receive income maintenance to maintain their salary at the previous higher classification for the balance of the retention period.
- d) The excess ongoing driver may request assistance in meeting reasonable travel and incidental expenses, where these are not met by the prospective employer, incurred seeking alternative employment and/or in moving residence to take up alternative employment.
- e) Where:
 - i. an excess ongoing driver has been receiving redeployment assistance for two months; and
 - ii. the redeployment agency certifies that there is no reasonable prospect of redeployment in the APS; and

- iii. the delegate is satisfied that there is insufficient productive work available for them in COMCAR during the remainder of their retention period;
 - iv. the delegate may, with the agreement of the ongoing driver, terminate their employment under section 29 of the PS Act and pay the balance of the retention period as a lump sum, and this payment will be taken to include the payment in lieu of notice of termination.
- f) If an ongoing driver is entitled to a redundancy payment under the National Employment Standards, the relevant retention period set out in this clause will be reduced by the driver's redundancy pay entitlement under the National Employment Standards on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
- g) Upon termination the driver will be paid a lump sum comprising:
- i. the balance of the retention period (as shortened for the National Employment Standards under this clause) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
 - ii. the driver's National Employment Standards entitlement to redundancy pay.

34.20 Involuntary termination

- a) Subject to clause 34.15, the delegate may involuntarily terminate the employment of an excess ongoing driver under section 29 of the PS Act at the end of the retention period.
- b) An excess ongoing driver will not be terminated involuntarily if they have not been invited to accept an offer of voluntary retrenchment or have elected to be terminated but the delegate or their delegate has refused to approve it.
- c) An excess ongoing driver will not be terminated involuntarily without being given four weeks notice (or five weeks notice if they are over 45 with at least five years of continuous service) of termination, or payment in lieu of notice, and this period of notice will, as far as practicable, be within the retention period outlined in clause 34.19.

Attachment A – Classification and salary tables

Table 1: Before commencement of the Agreement

	APS 1	APS 2	APS 3	APS 4	APS 5	APS 6	EL 1	EL 2
Min guidepoint	46,154	52,997	58,911	66,448	74,101	81,524	105,527	128,835
1st pay point	46,850	53,924	60,418	68,071	75,376	83,495	107,730	130,923
2nd pay point	47,546	54,967	62,042	69,347	77,117	85,350	109,819	133,474
3rd pay point	48,590	56,012	63,433	71,087	78,508	87,436	112,137	136,025
4th pay point	49,980	57,288	65,057	72,479	80,016	89,292	114,108	138,344
5th pay point	51,489	58,911	66,448	74,101	81,524	91,263	116,428	140,895
6th pay point	53,229	60,651	67,956	75,841	83,147	93,236	120,023	143,331
7th pay point						99,497	127,792	151,679
Max guidepoint						106,222	136,141	160,492

Table 2: From the first full pay period following commencement of the Agreement (two per cent)

	APS 1	APS 2	APS 3	APS 4	APS 5	APS 6	EL 1	EL 2
Min guidepoint	47,077	54,057	60,089	67,777	75,583	83,154	107,638	131,412
1st pay point	47,787	55,002	61,626	69,432	76,884	85,165	109,885	133,541
2nd pay point	48,497	56,066	63,283	70,734	78,659	87,057	112,015	136,143
3rd pay point	49,562	57,132	64,702	72,509	80,078	89,185	114,380	138,746
4th pay point	50,980	58,434	66,358	73,929	81,616	91,078	116,390	141,111
5th pay point	52,519	60,089	67,777	75,583	83,154	93,088	118,757	143,713
6th pay point	54,294	61,864	69,315	77,358	84,810	95,101	122,423	146,198
7th pay point						101,487	130,348	154,713
Max guidepoint						108,346	138,864	163,702

For maximum guidepoint refer to clause 2.10 – Zone of discretion

Table 3: Year 2 increase (two per cent)

	APS 1	APS 2	APS 3	APS 4	APS 5	APS6	EL 1	EL 2
Min guidepoint	48,019	55,138	61,291	69,133	77,095	84,817	109,791	134,040
1st pay point	48,743	56,102	62,859	70,821	78,422	86,868	112,083	136,212
2nd pay point	49,467	57,187	64,549	72,149	80,232	88,798	114,255	138,866
3rd pay point	50,553	58,275	65,996	73,959	81,680	90,969	116,668	141,521
4th pay point	52,000	59,603	67,685	75,408	83,248	92,900	118,718	143,933
5th pay point	53,569	61,291	69,133	77,095	84,817	94,950	121,132	146,587
6th pay point	55,380	63,101	70,701	78,905	86,506	97,003	124,871	149,122
7th pay point						103,517	132,955	157,807
Max guidepoint						110,513	141,641	166,976

For maximum guidepoint refer to clause 2.10 – Zone of discretion

Table 4: Year 3 increase (two per cent)

	APS 1	APS 2	APS 3	APS 4	APS 5	APS 6	EL 1	EL 2
Min guidepoint	48,979	56,241	62,517	70,516	78,637	86,513	111,987	136,721
1st pay point	49,718	57,224	64,116	72,237	79,990	88,605	114,325	138,936
2nd pay point	50,456	58,331	65,840	73,592	81,837	90,574	116,540	141,643
3rd pay point	51,564	59,441	67,316	75,438	83,314	92,788	119,001	144,351
4th pay point	53,040	60,795	69,039	76,916	84,913	94,758	121,092	146,812
5th pay point	54,640	62,517	70,516	78,637	86,513	96,849	123,555	149,519
6th pay point	56,488	64,363	72,115	80,483	88,236	98,943	127,368	152,104
7th pay point						105,587	135,614	160,963
Max guidepoint						112,723	144,474	170,316

For maximum guidepoint refer to clause 2.10 – Zone of discretion

Table 5: Casual COMCAR Driver increases

Per hour (incorporating casual loading)	Current rates	Year 1 #	Year 2	Year 3
Monday to Friday rate	\$38.94	\$39.72	\$40.51	\$41.32
Saturday rate	\$50.81	\$51.83	\$52.87	\$53.93
Sunday rate	\$50.81	\$52.58	\$53.63	\$54.70
Public holiday rate	\$50.81	\$64.27	\$65.56	\$66.87
Special duties Monday to Friday rate	\$46.74	\$47.67	\$48.61	\$49.58
Special duties Saturday rate	\$60.96	\$62.20	\$63.44	\$64.72
Special duties Sunday rate	\$60.96	\$63.10	\$64.36	\$65.64
Special duties public holiday rate	\$60.96	\$77.12	\$78.67	\$80.24

First full pay following commencement of the Agreement

Table 6: Ongoing drivers base salary

Base salary	Current rates	Year 1 # 2% increase	Year 2 2% increase	Year 3 2% increase
Pool driver	\$60,005	\$61,205	\$62,429	\$63,678
Supervising driver	\$64,144	\$65,427	\$66,736	\$68,071

First full pay following commencement of the Agreement

Table 7: Ongoing drivers allowances

Allowance	Current rates	Year 1 # 2% increase	Year 2 2% increase	Year 3 2% increase
National Flexibility Allowance (NFA)	\$10,298	\$10,504	\$10,714	\$10,928
State/Territory Allowance component of NFA	\$4,164	\$4,247	\$4,332	\$4,419
National Flexibility Allowance total	\$14,459	\$14,748	\$15,043	\$15,344
Dedicated Driver Allowance (inclusive of State/Territory Allowance where applicable)	\$21,528	\$21,959	\$22,398	\$22,846

First full pay following commencement of the Agreement

Attachment B – Consultation

1. This term applies if Finance:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

2. For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses 3 to 9 apply.
3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
4. If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.
5. As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - i. the introduction of the change;
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees.
 - (b) for the purposes of the discussion provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed;
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses 3 and 5 are taken not to apply.
9. In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - (a) the termination of the employment of employees; or

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

Change to regular roster or ordinary hours of work

10. For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses 11 to 15 apply.
11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
12. If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.
13. As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change;
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees.
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
16. In this term: relevant employees means the employees who may be affected by a change referred to in subclause 1.

Attachment C – Supported salary rates for employees with a disability

1. Eligibility criteria

Employees covered by these provisions will be those who are unable to perform the range of duties to the work level required for the classification level for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.

2. Supported wage rates

Employees to whom the provisions of this Attachment apply will be paid the applicable percentage of the relevant salary for which the employee is engaged under this Agreement relevant to the employee's assessed capacity, provided that the amount payable will not be less than the minimum prescribed rate set by the relevant government body.

Where an employee's assessed capacity is 10%, he or she will receive a high degree of assistance and support.

3. Assessment of capacity

For the purpose of establishing the percentage of the salary rate to be paid to an employee under the provisions of this Attachment, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an Assessment Instrument.

4. Lodgement of Assessment Instrument

All Assessment Instruments, including the assessment of the percentage of the salary rate to be paid to the employee, will be lodged by the Secretary with the relevant government body.

All Assessment Instruments will be agreed and signed by the parties to the assessment.

5. 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 will be in accordance with the procedures for assessing capacity under the Supported Wage System

6. Other employment conditions

Where an assessment has been made, the applicable percentage shall apply to the salary only. Employees covered by these provisions will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement, paid on a pro rata basis.

7. Workplace adjustment

Where the Secretary employs a person under these provisions, he or she 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.

8. Trial period

In order for an adequate assessment of the employee's capacity to be made, the Secretary may employ a person under these provisions for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

The minimum amount payable to the employee during the trial period will be no less than \$86 per week, increased in line with decisions by the relevant government body.

Where the Secretary and 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 the assessment under clause 3.

Attachment D – Definitions

The following words have these meanings in this Agreement unless the contrary intention appears.

Term	Definition
Accrual year	Accrual year is the period between the anniversary date of commencement and each subsequent 12 month period which will end at midnight on the preceding day before the next accrual year begins.
Agreement	The Department of Finance Enterprise Agreement 2019.
APS	Australian Public Service.
Australian Taxation Office Determination	An Australian Taxation Office Determination that sets out the reasonable expense amounts for domestic and overseas travel including accommodation, meals and incidentals when travelling away from home overnight for work.
Casual employee	An employee who is engaged under Section 22(2)(c) of the PS Act.
COMCAR	A discrete business unit within Finance that has responsibility for the provision of car-with-driver services to clients.
COMCAR driver	An employee engaged to perform driving duties within COMCAR.
Continuity of service	Means no break in employment from the final working day from the transferring agency to the next consecutive working day which must be the commencement date with Finance. A weekend or a public holiday is not considered a break in the continuity of service. This does not apply to Long Service Leave which will be in accordance with the <i>Long Service Leave (Commonwealth Employees) Act 1976</i> .
Continuous service	With the exception of continuous service for redundancy pay, which will be as set out at clause 30.9, 30.10 and 34.17. Continuous service, for the purpose of the <i>Long Service Leave (Commonwealth Employees) Act 1976</i> is a break of no greater than 12 months. Continuous service for eligibility for paid maternity leave, paid adoption/foster leave and portability of leave is strictly continuous (no break at all).
Dedicated driver	An ongoing driver who is designated to drive for a particular office holder.
Delegate	The person delegated by the Secretary to perform functions as provided in the Finance HR Delegations and this Agreement.
EL	Executive Level employee.
Employee	A non SES employee of Finance eligible to be covered by this Agreement, and engaged under section 22(2)(a) and (b) of the PS Act.

Employer	Means the Secretary of Finance, on behalf of the Commonwealth of Australia.
Excess employee	An employee is 'excess' when the Secretary determines: <ul style="list-style-type: none"> • they are identified as being included in a group of employees in Finance, comprising a greater number than is necessary for the efficient and economical working of Finance; • due to technological or other changes in the work methods of Finance, or structural or other changes in the nature, extent or organisation of the functions of Finance, the services of the employee cannot be effectively used; or • the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality, and the Secretary has determined that the employee is excess to Finance's requirements.
Domestic and family violence	Domestic and family violence is any violent, threatening or abusive behaviour by a person against a current or former partner or member of the person's family or household.
FWC	Fair Work Commission.
FW Act	<i>Fair Work Act 2009.</i>
Finance	The Department of Finance.
HDA	Higher Duties Allowance.
Highest Pay Point	For APS 1 – 5 level employees: <ul style="list-style-type: none"> • the last pay point within each classification salary structure. For APS 6 – EL 2 level employees: <ul style="list-style-type: none"> • the last pay point within each classification salary structure before the Zone of Discretion.
Immediate family	Immediate family member means: <ul style="list-style-type: none"> • a spouse, de facto partner(including same sex partner), child, parent, grandparent, grandchild or sibling of the employee; • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; • fostering or traditional kinship; Immediate family member also includes a former de facto partner and a former spouse.
Manager	A manager is an APS 6 employee or above who has another employee reporting directly to them.
Maximum guidepoint	The highest salary available within the salary structure of the APS 6 – EL 2 classifications.

Medical evidence	A certificate or report or document provided by a registered health practitioner or a statutory declaration made by the employee.
Minimum guidepoint	The base and commencement salary point for each classification salary structure.
Non-ongoing employee	An employee who is not ongoing, and is employed for a specified term or for the duration of a specified task, as determined by section 22(2)(b) of the PS Act.
Ongoing driver	A COMCAR Driver engaged under section 22(2)(a) of the PS Act.
Ordinary hours	For full time employees, other than a COMCAR driver, 7 hours and 30 minutes per day. Ordinary hours may be averaged over the relevant 75 hours pay period fortnight. For part-time employees, the hours specified in their part-time work agreement.
Pay point advancement	The movement through the pay points within the salary range for a classification.
PIP	Performance Improvement Plan.
PS Act	The <i>Public Service Act 1999</i> .
PSSap	Public Sector Superannuation accumulation plan.
Registered Health Practitioner	Means a health practitioner registered by The Australian Health Practitioner Regulation Agency .
Salary	An employee's base rate of pay, excluding employer-paid superannuation.
Secretary	The person performing the functions of Agency Head of Finance.
TOIL	Time Off In Lieu.
Zone of discretion	The salary zone between the highest pay point and the maximum guidepoint in the relevant APS 6 – EL 2 classification salary range.

IN THE FAIR WORK COMMISSION
Section 185 – Application for approval of a single enterprise agreement

FWC Matter No:

AG2018/6776

Applicant:

Commonwealth of Australia as represented by the Department of Finance

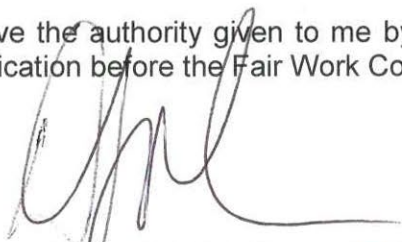
UNDERTAKING

I, David Fredericks, Acting Secretary, Department of Finance (**Department**), give the following undertakings under section 190 of the *Fair Work Act 2009* (Cth) (**FW Act**) with respect to the *Department of Finance Enterprise Agreement 2019* (**Agreement**):

1. The Department undertakes to apply clause 2.13 of the Agreement as operating subject to section 324 of the FW Act.
2. For the purposes of clause 17.1 of the Agreement, the Department undertakes to apply that clause so that full-time employees accrue four weeks of paid annual leave for each year of service in accordance with the National Employment Standards.
3. The Department undertakes that when a casual COMCAR driver is requested to work on a Sunday or Public Holiday, or is not provided with minimum notice of cancellation of a shift on a Sunday or Public Holiday in accordance with clause 33.3 of the Agreement, they will be paid the higher of the following, as varied from time to time:
 - a. four hours' pay at the APS 1 rate under Table A.8 in Schedule A of the *Australian Public Service Enterprise Award 2015*; or
 - b. the actual hours worked by the driver on the relevant day at the rate applicable under clause 33.1(d) and Table 5 of Attachment A of the Agreement.

The Department confirms that the effect of these undertakings will not cause financial or other detriment to any employee or result in substantial changes to the Agreement.

I have the authority given to me by the Department to provide this undertaking in relation to the application before the Fair Work Commission.



David Fredericks, Acting Secretary, Department of Finance

8/2/19

Date