



Australian Government

**Equal Opportunity for
Women in the Workplace Agency**

**EQUAL OPPORTUNITY FOR WOMEN IN THE
WORKPLACE AGENCY
(EOWA)**

**COLLECTIVE AGREEMENT
2009-2012**

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SECTION A – OBJECTIVES & UNDERLYING VALUES

1. This Agreement provides the terms and conditions of employment for those employees, both current and future, it covers for its duration. This agreement makes an important contribution to EOWA's ability to fulfil its goals effectively and efficiently by maintaining a productive work environment with enhanced terms and conditions of employment that support, develop and encourage employees to perform at their best. Through this agreement which fosters a closer and more direct relationship between EOWA and its valued employees, we confirm the commitment of EOWA and its employees to:
 - 1.1 EOWA's vision to achieve equal opportunity for women in Australian workplaces, and
 - 1.2 EOWA's Mission to lead Australian employers to create workplaces where women's contribution is equally valued, recognised and rewarded.
2. The Agreement aims to ensure EOWA's priorities and requirements, including the goal of improving the quality of the working lives of employees, can be met by:
 - 2.1 continually reviewing work practices so as to encourage all employees to manage and prioritise workloads within reasonable working hours;
 - 2.2 further strengthening a performance-based culture and fairly recognising high achievement;
 - 2.3 continuing to improve EOWA's effectiveness through high quality management of resources;
 - 2.4 increasing operational efficiency with streamlined administrative processes and flexible working arrangements enabling employees to balance their professional and personal lives; and
 - 2.5 enhancing employee development through a positive working environment that emphasises well-focused training and career development.
3. EOWA and its employees recognise the link between gains in productivity and the need to reflect these in improved conditions of employment where possible. In developing this Agreement, EOWA and its employees agree that:
 - 3.1 the arrangements and provisions contained herein have been developed and will be implemented in the context of EOWA's overall budget; and
 - 3.2 any further changes to guidelines/policies that sit outside this Agreement will be developed in consultation with employees.
4. To enable this Agreement to achieve its aims we acknowledge that:
 - 4.1 it is through our collective and individual efforts that we will achieve organisational and individual growth;

- 4.2 we share the responsibility for successful delivery of EOWA's planned outputs;
- 4.3 we aim for principled, transparent and equitable decision-making;
- 4.4 we aim for all EOWA employees to be valued and recognised for their efforts;
- 4.5 the value that a diverse workforce adds to an organisation will be reflected in EOWA's policies and actions; and
- 4.6 all EOWA employees must abide by the APS Values and act in accordance with the APS Code of Conduct.

EOWA Policies and Guidelines

- 5. EOWA acknowledges its employees are its most fundamental and valued resource and remains committed to continually improving its human resources management in consultation with staff. This Agreement outlines the guiding principles for employment conditions in EOWA and provides specific details of core employment conditions. In accordance with human resource management best practice, EOWA maintains policies and guidelines to implement the guiding principles and conditions outlined in this Agreement and to provide information on how EOWA will ordinarily make decisions on human resource management issues.
- 6. Where an employee has concerns about the interpretation or application of the EOWA policies and guidelines, he/she may pursue this through the consultative mechanisms outlined in clauses 211 to 214.
- 7. References in this Agreement to EOWA policies and guidelines are for the further information of staff and it is not intended for those policies and guidelines to form part of this Agreement. References to the names of policies referred to in the Agreement may change from time-to-time. The policies and guidelines will be reviewed and updated as necessary. Any substantive variations to the policies and guidelines will be made after consultation in accordance with the processes outlined in clauses 211 to 214.

SECTION B – REMUNERATION

8. The arrangements and provisions contained within this Agreement have been developed and will be implemented within the context of the Agency's approved budget.

Productivity Pay over 3 years

9. Pay increases over the life of this agreement are based on our agreement that:
 - 9.1 all employees will be provided with the opportunity to contribute to the planning, achievement and evaluation of the Agency's operational goals, and by doing so, improve the organisation's capabilities and performance;
 - 9.2 all employees will continue to develop and use new capabilities by participating in the EOWA's Work Expectations and Development Strategy; and
 - 9.3 EOWA employees and managers will work together to offset the pay increases by increasing operational efficiency with streamlined administrative processes and more effective use of technology to increase productivity.
10. Together with the measures agreed to and implemented fully in this Agreement, additional productivity savings will be gained from a number of new/complementary initiatives, including:
 - 10.1 continuing development of stronger financial budgeting, monitoring and reporting systems and skills;
 - 10.2 continuing evaluation of our functions, structure and processes, with a view to further improving the way work is undertaken and managed;
 - 10.3 reviewing and further developing EOWA's Work Expectations and Development Strategy so as to further strengthen the link between employee performance and Agency outcomes;
 - 10.4 monitoring annual leave so that annual leave credits carried forward from one year to the next are kept to the maximum accruable amount; and
 - 10.5 working co-operatively in developing and implementing revised arrangements for risk management.
11. Employees will receive
 - 11.1 scaled adjustment in base salary on the date of commencement of this Agreement, (the effective date);
 - 11.2 an increase of 4% in base salary (including the scaled adjustment in Clause 11.1) effective on and from the effective date
 - 11.3 a further increase of 4% in base salary to take effect 12 months after the effective date; and
 - 11.4 a further increase of 4% in base salary to take effect 24 months after the effective date.

Salary Rates

12. Attachment A details the salary rates payable to employees, including juniors, graduates and trainees.
13. Where an employee commences work or is promoted to a job with the Agency, salary will be payable at the minimum point of the salary range applicable to the classification of the job, unless the Director authorises, at their discretion or employee request, payment of salary above the minimum point in that salary range, having regard to the experience, qualifications and skills of the employee. Where, at the time of engagement, an employees salary is set at an incorrect salary point within the applicable salary scale, the Director may determine the payment of the employee's salary at the correct salary point.
14. Non-ongoing employees engaged for duties that are irregular or intermittent will receive a loading of 20% of salary in lieu of public holidays and paid leave other than long service leave. Such employees will accrue long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
15. Where a non-SES employee's AWA is terminated, the employee becomes bound by this Agreement. An employee in an APS classification level will retain the salary applying on termination of his or her AWA.

Flexible Remuneration and Conditions

16. The Director may supplement an employee's remuneration and/or other terms and conditions of employment at any time with monetary or other benefits.

Supported Salary Rates

17. Supported salary rates and conditions of employment as set out in Attachment B shall apply to an employee with a disability who is eligible for consideration under the supported wage system.

Salary on reduction

18. Where an employee agrees, in writing, to temporarily perform work at a lower work value level, the Director may determine [in writing] that the employee shall be paid a rate of salary applicable to the lower work value level.
- 18.1 Where an employee permanently reduces to a lower classification, the Director will determine the salary having regard to the experience, qualifications and skills of the employee, previous salary, and the circumstances of the reduction.

Method Of Salary Payment

19. Employees will have their fortnightly salary paid in arrears by electronic funds transfer into a financial institution account of their choice. The formula for calculating fortnightly salary is outlined in Attachment A.
 - 19.1 There will be scope for deductions to be made at an employee's request prior to his or her fortnightly salary being transferred into his or her nominated account. A manager may approve the pre-payment of salary to an employee where special circumstances exist, e.g. where the employee is taking leave to travel overseas.

Salary Packaging

20. Employees may choose to sacrifice part of their salary from a menu of non-cash benefits consistent with Agency Salary Packaging guidelines. Participation in salary packaging will not affect salary for superannuation purposes or any other purpose.

Payments on death

21. Where an employee dies or is presumed to have died on a particular date, the Director may authorise the payment, to be made to the dependants or partner or the legal representative of the employee, of the amount that would have been paid if the employee had ceased employment by resignation or retirement.

SECTION C – BALANCING WORK AND PERSONAL LIFE THROUGH WORKING FLEXIBLY

Hours and Pattern of Work

Working Flexibly

22. Managers and employees will, to the extent possible, ensure that flexible working arrangements in this Agreement are used to achieve working patterns which provide a balance between work and personal lives, identify opportunities for improved productivity, and minimise the need for employees, including Executive Level employees, to work hours in excess of their normal hours.
23. It is acknowledged that an employee's pattern of working hours under this Agreement must ensure that operational needs are met. Other important considerations when employees and managers consider the pattern of working hours will be the impact on clients and other members of the workgroup and the personal circumstances of the employee.
24. If, in exceptional circumstances, employees are required to work in excess of their normal pattern of hours, managers will consult with the employees about:
 - 24.1 Appropriate recompense;
 - 24.2 How the additional workload is to be shared between employees;
 - 24.3 Employees' responsibilities outside the workplace which may impact on their ability to change their normal pattern of work; and
 - 24.4 The period over which additional hours will be required to be worked.

Hours of Work

25. An employee's Ordinary hours are 7 hours and 30 minutes per day, a total of 37 hours and 30 minutes per week. Standard hours of attendance are 8.30am to 12.30pm and 1.30pm to 5.00pm.
26. Part time employees will work hours agreed in their part time work agreement or designated for the job. A part-time employee and their manager may agree to vary the days and times that regular hours are worked.
27. Employees will be provided with paid time off for the afternoon of the working day immediately prior to Christmas Day and for the days in between Christmas and New Year's Day (or equivalent) which would otherwise be working days. In the exceptional cases where employees are directed to work on these days by the Director, they must be provided with the equivalent time off in lieu to be taken within 4 weeks or at an alternative time convenient to each employee and agreed with their manager.

Span of Hours

28. The span of hours during which an employee may work Ordinary hours are 7.00am to 7.00pm Monday to Friday.
29. Where an employee specifically requests to work outside this span of hours, he or she may do so with the agreement of his or her manager. Any hours worked on this basis will be considered Ordinary hours and not attract overtime rates.
30. Core time shall be 10.00am to 12.00 noon and 2.00pm to 4.00pm. All employees must attend for work during core time unless they have prior approval of their supervisor to be absent on flex or other leave.

Working Patterns

31. The pattern by which employees will work the hours of work specified in Clause 25 is a matter for agreement between managers and employees. However, an employee will:
 - 31.1 make himself or herself available for reasonable direction to work outside his or her agreed pattern of work;
 - 31.2 not work more than five consecutive hours without a meal break of at least 30 minutes; and
 - 31.3 not be required to work more than ten hours Ordinary time on any one day.

Flexible Hours

32. Flextime is a system of flexible working hours arrangements which enables full-time and part-time employees and managers to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to clients, employees and the Agency.
33. For the purposes of calculating flextime the working day will be 7 hours and 30 minutes or 150 hours (or pro-rata for part-time) per 4 week settlement period. The following flextime arrangements will apply:
 - 33.1 An employee may generally only carry over a maximum flextime credit of 40 hours at the end of a settlement period;
 - 33.2 An employee may take up to 5 days flex leave in one settlement period;
 - 33.3 Where an employee's flex credits exceed 20 hours the employee and their manager should meet to discuss and plan to reduce the credit;
 - 33.4 In those exceptional circumstances where, at the conclusion of the settlement period, flex credits have not been reduced to below 40 hours and it is agreed that there is limited opportunity for the employee to reduce his or her flex credit over the next settlement period or other agreed period, the Director may approve that the employee cash out all of his or her flex credits in excess of 40 hours at

Ordinary time rates. An excess credit situation should not occur on a continuing basis;

- 33.5 An employee may carry over a maximum of 10 hours flex debit accumulated in any one settlement period into the next settlement period. In circumstances where the maximum debit is exceeded at the end of the settlement period, the employee will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period; and should this not occur, the amount by which the maximum debit is exceeded shall be treated as other leave without pay and an appropriate deduction made from the employee's pay.
34. An employee and their manager may agree on an alternative settlement period and pattern of hours, subject to hours of work averaging 7 hours 30 minutes per day. During periods where employees are not actually at work, e.g. public holidays or periods of leave, excluding flex leave, employees will record 7 ½ hours a day on their record of attendance for the purposes of calculating hours worked within a settlement period.
35. An Executive Level employee (or equivalent) may work flextime by arrangement with his or her manager.
36. Managers have a responsibility to ensure that employees are productively employed and manage the hours of work so that employees are not continuing to build excessive flex credits without the opportunity to access flex leave.
37. Managers have a responsibility to minimise the extent to which employees work excessive hours. In those circumstances where work timeframes result in an employee being required to work or is likely to work excessive hours, the manager will review workloads and priorities in consultation with the employee, including appropriate strategies for addressing the situation. Where the employee is not entitled to overtime under this Agreement, the manager may provide the employee with paid time off, with any such absences recorded for worker's compensation purposes.
38. It is important that managers and employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flextime and flex leave, into their overall approach to business and workforce planning.
39. Wherever possible, meetings will be held within affected employees' agreed hours and patterns of work and not before 10am or after 4pm.

Recording Attendance

40. Employees will each day record their actual time of arrival and departure and any breaks. The method of recording will be agreed between the employee and his or her manager.

Reversion to Ordinary Hours

41. Where an employee's manager considers the employee's attendance is unsatisfactory or that the employee is misusing flex, the employee will be advised in writing and will be required to work Ordinary hours each day for a period specified by the manager. Ordinary hours are 8.30am to 12.30pm and 1.30pm to 5.00pm. The employee and manager may agree to alternative times that do not vary the total number of hours worked.
42. Access to flexible working arrangements may be restored where a manager is satisfied that an employee's attendance is satisfactory.

Regular Part-time Work

43. A part-time employee is one whose regular Standard hours of work are less than 150 hours over a four-week period, i.e. less than an average of 37.5 hours per week. Ordinary hours of work for part-time employees, unless otherwise agreed between the employee and his or her manager, will be continuous and no less than 3 hours per day on any day worked by the employee. An unpaid meal break will not be regarded as breaking the continuity of hours of work.
44. Applications for regular part-time work or job sharing will be agreed subject to operational requirements, the personal needs of the employee and those considerations outlined in clause 23. EOWA acknowledges the importance of a work environment which assists employees to balance their various work and personal life responsibilities.
45. Employees returning directly from maternity leave will be provided with access to regular part-time work upon application. Either the employee or their manager can initiate discussion about return to pre-maternity leave hours to facilitate business planning.
46. Remuneration and other benefits for part-time employees will be calculated on a pro rata basis apart from those allowances of a reimbursement nature, where part-time employees will receive the same amount as full-time employees.
47. If the Employee is employed under a part-time work agreement at the time that the Agreement comes into operation, the full-time ordinary hours for the purpose of pro-rating the Employee's remuneration will be 7 hours and 21 minutes a day.
48. A part-time employee and his or her manager may, by agreement, vary regular hours of work. Employee's who work part-time to assist them in meeting commitments that require them to be absent from work at specified times, such as family or study commitments, will not be required to work outside their agreed hours and pattern of work without agreement.

Similarly, part-time working arrangements may, for other than designated part-time jobs, be terminated by agreement.

49. The Director may initiate the introduction of part-time employment. A full-time employee will not be required to convert to part-time hours without their agreement.
50. A part-time employee not working in a management initiated part-time job will revert to full time work at the conclusion of his or her part-time work agreement or earlier as agreed between the employee and the manager.

Telecommuting/Working From Home

51. By agreement with his or her manager, an employee may work from home on either a regular or temporary basis. The terms and conditions of this provision are specified in the Agency's Telecommuting Policy.
52. The arrangement between an employee and his or her manager can only be varied by agreement, but may be terminated by either party with a minimum notice period of two weeks or such shorter period as may be agreed between the parties.
53. The arrangement can be varied or terminated as a result of operational requirements or the inefficiency and/or ineffectiveness of the arrangement.
54. The arrangement will terminate immediately with the failure of the employee to comply with the Agency's Telecommuting Policy.

Working Additional Hours

Overtime and Time Off in Lieu (TOIL)

55. Flextime will generally be used to meet operational requirements within the span of hours specified in Clause 28. However, it is recognised that operational requirements will on occasions require an employee to work when overtime rates apply as set out in Clause 57. Accordingly, an employee will make himself or herself available for reasonable overtime. Consideration will be given to personal commitments of employees.
56. The provisions of Clause 29 also impact on the circumstances where overtime is payable.
57. Overtime rates will apply to work performed at the direction of management, or with the subsequent approval, by employees, other than Executive Level employees (or equivalents), that is outside the span of hours specified in Clause 28 when 7hours 30minutes has already been worked in a day, on a public holiday, or in excess of ten hours on any one day.

58. For part-time employees, other than a Executive Level employees (or equivalent), overtime is payable for work performed at the direction of management which is not continuous with the employee's agreed or specified hours of work or is beyond the total hours of work over the settlement period specified in the employee's part-time work agreement or designated for the job.
59. Time Off in Lieu (TOIL) is the standard form of recompense for overtime. However, managers may, at the request of the employee and/or where it is impractical for the employee to take TOIL within 3 months of overtime having been worked, authorise the payment of overtime.
60. Where overtime is worked, TOIL or the payment for overtime will be calculated at the following rates:
 - 60.1 Monday to Saturday: Time and one half for the first three hours each day and double time thereafter.
 - 60.2 Sunday: Double time.
(see Attachment A – Salary for overtime formulae)
61. Where overtime is worked on a public holiday, TOIL is calculated at double time and a half for duty outside the Ordinary hours specified in Clause 25. For duty within the Ordinary hours, TOIL will be calculated at time and a half additional to the single time employees are already being paid for the public holiday.
62. Where a period of overtime is not continuous with Ordinary duty, the minimum period of TOIL or payment for such work will be four hours at the relevant overtime rate.
63. Employees who are required to work after 7.30pm will have the option of receiving a cab charge home.
64. Notwithstanding clauses 57 and 58, the Director may approve payment of overtime for an Executive Level employee.

Rest Relief After Overtime

65. Where an employee works overtime he or she will be entitled to an 8 hour break plus reasonable travelling time before recommencing work without incurring any loss of pay.
66. Where this break is not possible due to operational requirements, the employee will be paid double time for the next period of work.

Emergency Duty

67. Where an employee other than an Executive Level employees (or equivalent) is called into work to meet an emergency outside the span of

hours specified in Clause 28, he or she will be paid for the period of work and any time necessarily spent in travelling to and from the work site at the rate of double time. The minimum payment for such work will be two hours at double time.

Working Arrangements for Executive Level Employees

68. Executive Level employees have an important role in assisting the Agency to achieve its outputs. In performing this role, these employees often have extra, irregular and non-ongoing demands placed upon them, including working beyond Standard hours. The remuneration received by these employees recognises these demands.
69. The Director will work with Executive Level employees to determine working arrangements and plan work to ensure that they do not work unreasonable hours.
70. Unreasonable hours may include working substantially in excess of weekly Standard hours or more than occasionally commencing and finishing outside the span of hours as set out in Clause 28.

Leave

Streamlined Leave Arrangements

71. The following streamlined leave arrangements are part of an agreed approach to streamlining processes. Under these streamlined leave arrangements, all existing unused accrued leave is retained by employees.
72. Consistent with the aim of reducing personnel transactions, periods of long service leave cannot be broken with annual leave (except as provided for by the *Maternity Leave (Commonwealth Employees) Act 1973*).

Annual Leave

73. The purpose of annual leave is to provide employees with the opportunity for a reasonable break from work. Therefore, it is important that employees take leave within a reasonable period of its accrual and that leave planning is an integral part of work planning.
74. An employee is entitled to 20 days paid annual leave accruing daily and credited monthly.
 - 74.1 Accrued entitlements may be taken at any time, with the approval of the manager which approval will not be unreasonably refused.
 - 74.2 Annual leave counts as service for all purposes.
 - 74.3 Unused annual leave will accumulate.

75. Employees may make once per calendar year application to cash out up to 10 days of their accrued annual leave entitlement. This cash out is subject to the:
 - 75.1 employee having taken 10 days annual leave during the 12 month period immediately preceding the application;
 - 75.2 employee providing a written election to forgo the amount of annual leave to be cashed out; and
 - 75.3 Director's approval.
76. Where an employee has accrued in excess of 35 days (or equivalent of one year and nine months) annual leave credits and applies for leave:
 - 76.1 their manager will either approve the leave, or if the employee cannot be released on the dates requested due to operational requirements, negotiate with the employee alternative dates for the leave to be taken within 12 months of the date of request for leave.
77. An employee who has not used annual leave within two years and three months of its accrual (or equivalent of 45 days):
 - 77.1 may be directed by their manager or the Director to take at least 10 days annual leave to reduce their credits below 35 days (however, an employee will not be directed to take more than $\frac{1}{4}$ of their annual leave credit);
 - 77.2 Employees who commence with, or return to, the Agency and who carry over 45 days (or equivalent of two years and three months entitlements) annual leave credits or more, will have a 6 month period of grace from clause 77.1 during which they will be expected to reduce their annual leave credits to below 35 days.
78. The Director may agree that, in particular circumstances, an employee with 45 days leave at credit will not be directed to take leave in accordance with Clause 77.
79. Where an employee is on annual leave and applies for compassionate leave, their annual leave will be re-credited by the amount of the compassionate leave granted.
80. Where an employee is on annual leave and is required to undertake jury duty, their annual leave will be re-credited by the amount of annual leave forgone.
81. Where any public holiday occurs and the employee is entitled to payment during any period of annual leave, the period of the public holiday is not deducted from the employee's annual leave credit.
82. Part time employees will accrue annual leave on a pro rata basis. Leave will be credited in respect of the average number of weekly hours worked over the accrual period. Annual leave granted will be deducted from credits on an "hour for hour" basis, with no salary variation.

83. Where an employee's annual leave is cancelled by their manager without reasonable notice or they are recalled to work from leave, reasonable travel costs, travelling time, incidental costs and any other unavoidable costs arising from the recall to duty will be reimbursed where they are not recoverable under any insurance or from any other source and all unused leave will be re-credited.
84. Where an employee ceases employment with the APS, the employee is to receive payment in lieu of unused annual leave credits. Payment will be calculated using the employee's final rate of salary, including allowances that would have been paid during annual leave.

Purchased Leave

85. Employees may elect to purchase from one to eight weeks additional leave per year. After approval by their manager, employees will have an amount deducted from their annual salary which will be reflected in their fortnightly salary. The amount deducted will depend on the amount of leave purchased and the employee's salary.
86. Unless otherwise agreed, purchase leave not taken during the nominated 12 month period will automatically be reimbursed as salary.
87. Where an employee who has taken purchased leave either proceeds on extended leave or leaves the Agency before having paid the full amount, the amount outstanding must be repaid in full before the employee's departure.
88. Purchased leave counts as service for all purposes. The employee's salary for superannuation purposes continues to be his or her full time salary.

Personal Leave

89. An employee accrues up to 20 days personal leave annually, which is credited in accordance to their ongoing or non-ongoing status.
90. Personal leave is cumulative but will not be paid out on separation. Personal leave counts as service for all purposes.
91. Paid personal leave is to be used, with the approval of their manager, when an employee is absent:
 - 91.1 Due to personal illness or injury; or
 - 91.2 For short-term caring purposes; or
 - 91.3 As a result of special or exceptional circumstances; or
 - 91.4 To provide support for family and household members; or
 - 91.5 To observe religious or culturally significant days or events; or
 - 91.6 To volunteer.

92. Unless otherwise agreed by the Director, no more than 3 consecutive days of personal leave may be taken without satisfactory medical certificate (or personal declaration in the case of caring responsibilities). However, the Director may request that an employee provide satisfactory medical certificate for any future period of personal leave.
93. There is no limit to the maximum continuous amount of personal leave which may be granted for absences due to personal illness or injury, subject to available credits, medical certification and, if required, the opinion of a medical practitioner nominated by the Agency.
94. An employee who is the secondary carer of a newborn baby, adopted child, or a foster child because of a long term fostering arrangement may access up to 10 days personal leave within three months of the birth or placement of the child, provided the employee has sufficient personal leave credits to cover the period of leave.
95. Personal leave is available for 2 planned day per year for volunteer work
96. The Director may allow an employee who has worked in the APS for less than 5 years and is absent due to personal illness or injury to anticipate one year's personal leave accrual where credits are exhausted.
97. Where an employee is ill or injured while on annual leave or long service leave and applies for personal leave with a medical certificate, the annual leave or long service leave may be re-credited to the extent of the personal leave granted.
98. Personal leave will not be debited where an employee is medically unfit on a public holiday which the employee would otherwise have observed.
99. An employee receiving worker's compensation for more than 45 weeks will accrue personal leave on an hours actually worked basis.
100. An employee who has exhausted his or her personal leave credits or who does not have personal leave credits may take up to 2 days unpaid carer's leave in accordance with Division 5 of Part 7 of the WR Act on each occasion that a member of the employee's immediate family or household requires care or support because of personal illness or injury or an unexpected emergency affecting the member arises.
101. Where an employee has previously been employed in the APS, or in government service as defined in s10 of the *Long Service (Commonwealth Employees) Act 1976*, or a service referred to in s11(2) of that Act, they may have that period of previous employment recognised as service for personal leave purposes provided that any break in employment between employers is no more than 2 months, or a longer period where the Director determines special circumstances exist.

102. Where an employee is employed after having been deemed to have resigned following marriage under the former s 49 of the *Public Service Act 1922*, or is reappointed following invalidity retirement from the APS, the employee will be credited with any personal leave credits held at the time of ceasing the earlier period of employment.
103. War service sick leave will apply in accordance with Attachment C – War Service Sick Leave.

Personal Leave Credits for Ongoing Employees

104. Ongoing employees will have access to 20 days paid personal leave
105. The full personal leave entitlement will be credited on commencement of employment in ongoing status and on each subsequent anniversary of their commencement.
106. Employees who become ongoing employee after a period of non-ongoing APS employment of less than 12 months will accrue 20 days personal leave credit on commencement less any personal leave with pay previously granted.

Personal Leave Credits for Non-Ongoing Employees

107. For non-ongoing employees (excluding non-ongoing employees engaged on an intermittent or irregular basis), 1.67 days personal leave will be credited after 22 days of service and then at 1.67 days each month thereafter.
108. When a non-ongoing employee (excluding non-ongoing employees engaged on an intermittent or irregular basis), completes 12 months continuous service with the Agency, personal leave will then be credited as for ongoing employees.
109. Employees who become ongoing employees after a period of non-ongoing APS employment of less than 12 months will accrue 20 days personal leave credit on commencement less any personal leave with pay previously granted.

Personal Leave at Half Pay

110. Employees with existing half-pay personal leave credits accrued prior to this agreement may access those credits for absences due to personal illness or injury and for the purpose of caring for an ill member of the employee's family or household who is dependent on the care and support of the employee. However, half pay personal leave may only be accessed in circumstances where an employee has exhausted their accrued full-pay personal leave credits.

111. The Director may allow an employee who has exhausted all of their full-pay personal leave credits, to convert, on use, their half-pay personal leave credits to full-pay personal leave credits.

Compassionate Leave

112. Up to three days paid leave for compassionate purposes will be granted to an employee on each occasion when;

112.1 A family or household member contracts or develops a personal injury or illness that poses a serious threat to their life, or

112.2 On the death of a family or household member.

113. An employee will be entitled to up to 3 days leave with pay per occasion; taken in a single unbroken period or two separate periods as agreed by the employer and employee.

Long Service Leave

114. Long service leave will be in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*. The Director may grant LSL for a minimum period of two calendar days. LSL is available at full pay and half pay.

PARENTAL LEAVE

Maternity Leave

115. Employees are entitled to maternity leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (Maternity Leave Act).
116. An Employee is entitled to paid maternity leave under the Maternity Leave Act and the Agreement, if they have completed one year's continuous service as defined by the Maternity Leave Act.
117. Under the Maternity Leave Act eligible employees may access up to 12 weeks paid leave. An employee who is entitled to paid maternity leave under the Maternity Leave Act will also be entitled to an additional period of five weeks paid leave. In total 17 weeks paid leave may be accessed for maternity leave purposes. The additional five weeks paid leave is administered in accordance with the Maternity Leave Act as if it were leave taken under that Act (except where this Agreement expressly provides otherwise). Paid leave taken in accordance with this clause counts as service for all purposes.
118. Paid maternity leave generally commences six weeks before the expected date of birth of the child, unless a satisfactory medical certificate is supplied

by the employee which provides that the employee is fit to work beyond that date.

119. Paid maternity leave may be taken at half pay. Any paid maternity leave taken in excess of 17 weeks will not count as service.
120. An employee cannot to access paid personal leave while on paid maternity leave.
121. An employee may be also entitled to up to one years' unpaid maternity leave in accordance with the Maternity Leave Act or Division 6 of Part 7 of the *Workplace Relations Act 1996* (whichever is more favourable).
122. An employee who is entitled to unpaid maternity leave under the Maternity Leave Act or WR Act is also entitled to request up to one years' additional unpaid maternity leave. This additional unpaid maternity leave entitlement will be administered in accordance with the Maternity Leave Act or WR Act as if it were an entitlement to unpaid maternity leave.
123. An employee must make a request for additional unpaid leave at least three months prior to the start date of the period of leave sought.

Primary Carers Leave

124. An ongoing employee who is the primary carer of a newborn baby, adopted child, or a foster child because of a long term fostering arrangement is entitled to:
 - (a) seventeen weeks' paid leave to commence around the time the child is born or placed in their care and;
 - (b) up to one year's unpaid leave; and
 - (c) the right to request up to one year's additional unpaid leave.

However, an employee may only be absent from work under this clause for a maximum of one year, or two years if additional unpaid leave has been approved, which includes paid and unpaid leave absences.

125. An employee is only entitled to paid leave under this clause if they have completed twelve months' continuous service with EOWA before the commencement of the leave.
126. Unless this Agreement expressly provides otherwise, and to the extent possible, leave taken under this clause is administered as if it were maternity leave under clauses 115 – 123 of this Agreement and the Maternity Leave Act.

127. An employee is not entitled to leave under this clause if the Employee or the Employee's partner is accessing or has accessed paid maternity leave under the Maternity Leave Act in relation to the child.
128. Unpaid leave taken for the purpose of primary caring does not count as service for any purpose.

Secondary Carers Leave

129. An employee who is the secondary carer of a newborn baby, adopted child, or a foster child because of a long term fostering arrangement may apply for:
- a) Two weeks paid leave which may be taken around the time of the birth or placement of the child but must finish within three months following the birth or placement of the child; and
 - b) Ten days personal leave which may be taken within three months following the birth or placement of the child, provided the employee has sufficient personal leave credits to cover the period of leave (refer Clause 94).
130. Secondary carers leave will be granted at the discretion of the Director.

Other Leave

131. The Director, having regard to operational needs of the Agency may grant other leave with or without pay for a variety of reasons. The intention of other leave is to provide flexibility to managers and employees.
132. Other leave may be granted:
- 132.1 for the period requested or for another period;
 - 132.2 with pay for:
 - 132.2.1 Bereavement;
 - 132.2.2 NAIDOC (one day);
 - 132.2.3 Community service volunteers for emergency services duties;
 - 132.2.4 Disasters;
 - 132.2.5 veteran's pension and medical purposes;
 - 132.2.6 Jury duty;
 - 132.2.7 or any other purpose approved by the Director;
 - 132.3 without pay for a range of circumstances including:
 - 132.3.1 Engagement in work or employment in the interests of defence or public safety;
 - 132.3.2 Engagement in private sector employment associated with compensation leave;

- 132.3.3 Parental and adoption leave in addition to leave entitlements under clauses 115 to 130;
 - 132.3.4 Caring responsibilities;
 - 132.3.5 Personal illness or injury where paid personal leave credits are exhausted;
 - 132.3.6 Ceremonial reasons;
 - 132.3.7 Employment in the interests of the APS;
 - 132.3.8 Career interval purposes;
 - 132.3.9 Days of cultural or religious significance for employees;
 - 132.3.10 Accompanying a spouse on a posting;
 - 132.3.11 Campaign purposes;
 - 132.3.12 Or any other approved purpose.
- 132.4 with or without pay to enable employees to fulfil Defence Reserve or fulltime Australian Defence Force (ADF) obligations, including enlistment. Paid leave under this clause counts as service for all purposes. Unpaid leave under this clause counts as service for all purposes, with the exception of annual leave.
- 132.5 subject to conditions.
133. Clause 162 outlines the Agency's study support. Employees who have been approved to study part-time or full-time may apply for study leave as outlined in the Agency's Studybank Guidelines.
134. During the first 12 months of service, non-ongoing employees may be granted other leave (without pay) for personal purposes for a total of no more than 20 days.
135. Where other leave is refused the Director will advise the employee in writing of the reason for the decision.
136. Other leave without pay greater than 29 days does not count as service for any purpose.

Unauthorised Absence

137. Where an employee is absent from work without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes work or is granted leave. Periods of unauthorised absence do not count as service for any purpose under this Agreement.

Portability of Accrued Leave

138. An employee joining the Agency from another APS agency or the Parliamentary Service with no break in continuity of service, will retain his or her accrued annual leave and personal leave credits, however described, and will be entitled to use those accrued credits and any future entitlements subject to the terms of this Agreement.

139. If the employee was employed in the ACT Public Service immediately before joining the Agency, the employee retains any accrued annual leave and personal leave credits, however described, and is entitled to use those credits in accordance with this Agreement.

Public Holidays

140. Employees will observe the following holidays each year and will be paid as if that day were not a public holiday for those employees who would otherwise work on that day - New Year's Day (or substitute); Australia Day (or substitute); Good Friday and the following Saturday and Monday; 25 April (Anzac Day)(or substitute); the relevant Queen's Birthday observance day; the relevant labour day or equivalent; Christmas Day (or substitute); Boxing Day (or substitute); an additional day (which is to be observed on the next normal working day after the Boxing Day holiday) and any other day declared by or under a law of a State or Territory to be observed in the locality at which the employee works in accordance with the *Workplace Relations Act 1996*.
141. Where:
- 141.1 New Year's Day or Australia Day fall on a Saturday or Sunday, the following Monday will be observed by employees as a public holiday;
 - 141.2 Christmas Day falls on a Saturday or Sunday, 27 December will be observed by employees as a public holiday; and
 - 141.3 Boxing Day falls on a Saturday or Sunday, 28 December will be observed by employees as a public holiday.
142. Where the manager and affected employees agree, another day may be substituted for any holiday prescribed under Clause 140.
143. Where a public holiday occurs in a period of annual or personal leave, the public holiday will not be deducted from the employee's annual or personal leave credits respectively.

SECTION D – RECOGNISING, BUILDING AND UTILISING OUR EMPLOYEES' SKILLS

144. The Agency is committed to recognising and building the skills of its employees and utilising those skills through training and development, goal setting, feedback and the devolution of responsibility and authority. These mechanisms enable employees to contribute to the achievement of the Agency's goals and provide them with valuable development opportunities. Continuing consultation, communication and interaction between employees and managers is essential to recognising, building and utilising employees' skills.

Work Expectations and Development Strategy (WEDS)

145. The Workplace Expectations and Development Strategy policy is designed to support employees to achieve work expectations and to acknowledge their contribution through active participation in the process, two-way feedback on performance, recognition and reward for their efforts, and improved development and career opportunities. The strategy will be reviewed and developed over the life of this Agreement in consultation with employees in accordance with clause 211 with a view to further strengthening the link between employee performance and Agency outcomes. The elements underpinning the Strategy are outlined in Clauses 146 to 166.

Organisational Goals

146. Each year an operational plan is developed, outlining the organisational goals that the Agency aims to achieve in order to meet the desired objectives in its Business Plan for the annual period from April to March. The operational plan will measure and report on the organisation's performance against the planned organisational goals.
147. The Director, taking into account consultation with EOWA employees, will establish the performance indicators for the organisational goals.
148. During each annual period from April to March the Director will provide to all employees with regular assessments of progress against the Agency's goals for that year. Taking into account consultation with EOWA employees, the Director will make a final assessment of Agency's performance in April of each year.

Team and Individual Goals

149. In consultation with all team employees, team Managers will develop and document annual team goals for the period April to March. These will form the basis of the Agency's goals.

150. To facilitate enhanced individual performance, each employee will agree on and document annual individual goals for the period from April to March with their manager as part of the Work Expectations and Development Strategy. Individual goals are linked to the team and organisational goals which are in turn linked and aligned to the Agency Business Plan.
151. Team and Individual goals should be reviewed regularly to ensure that employees and managers are aware of what is expected of them individually and within teams. This should be done using the regular and ongoing feedback model outlined in clauses 152 to 154.

Regular and Ongoing Feedback Model

152. To ensure that performance development is ongoing, managers and employees will, where possible, give immediate constructive feedback to other employees where they think it necessary.
153. The feedback model adopted at the Agency will provide:
 - 153.1 Regular, two-way feedback to every employee;
 - 153.2 Discussions will cover:
 - 153.2.1 work performance and expectations, including regular assessments of progress against team and individual goals,
 - 153.2.2 training and development needs,
 - 153.2.3 career development issues,
 - 153.2.4 performance against the values of the APS;
 - 153.3 Appropriate training and development designed to support employees and managers and improve skills and confidence to give and receive feedback; and
 - 153.4 Evaluation of feedback arrangements on a regular basis to ensure the ongoing effectiveness of those arrangements.
154. Managers have a key role to play in facilitating the development and implementation of feedback arrangements across the Agency and in ensuring that both managers and employees participate in those arrangements.

Training and Development

155. In recognition that training and development can enhance employees' potential contribution towards achieving the Agency's goals and in meeting individual career aspirations, all employees will have the opportunity to participate in relevant training and development activities.
156. The Agency will allocate a minimum of 2% of its remuneration budget to employee education, training and development.
157. Each employee, in consultation with his or her manager, will identify and plan their training and development needs and specific learning options.

158. The Agency aims to emphasise learning activities that:
- 158.1 have a clear connection with the Agency's work and goals;
 - 158.2 have a direct link to individual goals; and
 - 158.3 assist employee's ongoing career development.
159. From time to time, the Director may identify, approve specific training and development programmes for employees designed to build essential Agency capabilities. The Director may also approve additional funding for employees to participate in such programs.
160. The Agency is committed to providing adequate training and support to accompany any changes, innovations or improvements to work arrangements and systems.
161. Support and resources will be provided so that employees can access those learning activities that can provide the most effective outcomes. These may include on and off the job training, work placements and formal study.

Studybank

162. Where employees undertake formal studies, the Agency's Studybank Policy and Guidelines apply. The amount of financial assistance outlined in the Policy will be reviewed by the Director prior to each academic year.

Individual Development and Performance (IDP)

163. The performance of individual employees is critical to the successful achievement of organisational goals. The IDP provides a mechanism to enhance the performance of each individual employee so:
- 163.1 as to enable achievement of both the Agency's and the individual's goals.
 - 163.2 that employees benefit through recognition of their efforts, feedback on their performance and improved development opportunities.
164. EOWA and its employees agree that the success of the IDP is a joint responsibility of managers and employees. In recognition of this, it is essential that EOWA employees, other than non-ongoing employees engaged for terms of less than 6 months, develop an annual agreement with their manager outlining individual goals and development plans for the period April to March each year.
165. At the end of March each year, each employee will be assigned an overall evaluation of 'does not meet expectations', 'mostly effective', 'fully effective' or 'outstanding' by their manager.
- 165.1 The overall evaluation will be an average of the individual goal evaluations;

- 165.2 Individual goals will be assigned a numerical evaluation of '1 = does not meet expectations', '2 = effective' or '3 = outstanding' by their manager;
- 165.3 An overall evaluation of 'fully effective' or 'outstanding' cannot be assigned if one or more individual goals have been evaluated as 'does not meet expectations';
- 165.4 The evaluation of 'does not meet expectations' indicates that performance does not meet work-level standards for the relevant classification.

- 166. Guidelines on all aspects of the IDP will be reviewed in consultation with all employees.

Salary Advancement

- 167. Progression through pay points within each classification level will be based on the annual performance evaluation due at the end of March each year.
- 168. Employees not yet at the top point of their classification level will be advanced a minimum of one pay point if they are evaluated 'fully effective' or 'outstanding'. If an IDP, as part of the Work Expectations and Development Strategy, is not operational by the 1st of October each year, and the employee has fully participated in any process of establishing or maintaining the IDP, the employee's performance will be deemed as 'fully effective'.
- 169. Salary advancement within a classification level as outlined in clauses 167 and 168 is available to employees who, after commencing in or being promoted to a job in the Agency, have performed duties at that classification level pay point for a period of at least three months, as at 31 March each year and will take effect on 1 April each year unless otherwise requested by the employee and agreed by the Director.

Direction to perform tasks

- 170. The Director may direct an employee to carry out such tasks as are within the limits of the employee's skill, competence and training, and as are consistent with the classification structure, provided that such tasks are not designed to promote de-skilling.

Fairness in Managing Under-Performance

- 171. Recognising that under-performance issues sometimes arise in the Agency, when they do arise, these issues will be addressed promptly and fairly, with feedback being the initial and primary channel for discussion. More specifically, where under-performance is an issue, the relevant manager and employee will promptly and jointly develop and implement strategies to address the under-performance. These strategies should be given no less

than two weeks to operate before the procedure outlined in Clause 172 can be initiated.

172. In circumstances where, despite genuine attempts to improve performance through feedback and other measures, performance consistently falls below the expected standard, as agreed under the Agency's Workplace Expectations and Development Strategy, the following procedure will apply.
 - 172.1 The manager will provide the employee with a written warning of the performance/behaviour that is required to improve. The manager will also describe how the employee's current performance does not meet that standard and how the performance will need to improve in order to reach a satisfactory standard over the following month. The warning will specify the acceptable standard of work and will also be provided to the Director.
 - 172.2 During the month, the manager will assess the employee's performance on a weekly basis and prepare a progress report on the employee's performance. The employee must be given the opportunity to provide comments on the manager's progress report. In those circumstances where the Director considers that it would be inappropriate for the manager to undertake the assessment of the employee's performance, he or she will appoint an appropriate person to undertake the assessment. The employee must have reasonable and appropriate time and opportunity to demonstrate the skills/behaviour currently under review.
 - 172.3 At the end of the month, the manager will determine whether an additional period of one month is required for assessment. At the end of the one or two-month period, the manager will forward to the Director an assessment of whether the employee has met the expected standard of performance, together with their progress reports and any other relevant documentation.
 - 172.4 If the employee has met the expected standard of performance at the end of the one or two month period, no further action will be taken.
 - 172.5 If the employee's performance fails to meet the expected standard, the Director will write to the employee asking him or her to state reasons, within seven working days, as to why one or more of the available range of actions pursuant to Clause 172.6 should not be taken.
 - 172.6 The Director will then decide whether to:
 - 172.6.1 terminate the employment of the employee; or
 - 172.6.2 take some other action, such as re-assignment of duties or reduction in classification.
173. An employee may receive guidance or assistance from a person of their choice at any stage of the procedure outlined in Clauses 171 and 172. Such a person may attend meetings between the employee and manager as an observer.
174. Clause 228 provides for the review mechanism available to an employee in respect of any termination of employment under this Agreement.

175. Any reduction in classification may be reviewed under s.33 of the *Public Service Act 1999*.
176. The procedure outlined in Clauses 221, 224 and 225 is not to be used for misconduct or invalidity reasons. Managers should not delay instigating underperformance action because an investigation into an alleged breach of the Code of Conduct is underway or planned.
177. The procedures for managing underperformance do not apply to probationers, EOWA Trainees, EOWA Graduates and non-ongoing employees.

SECTION E - WORKFORCE PLANNING

Classification Structures

178. The 8-level APS classification structure of APS1-6 and Executive Level 1 and 2 will continue to apply.

Trainee

179. Employees recruited as an EOWA Trainee, will undertake a course of training as determined by the Director. Upon successful completion of their training requirements, trainees will be advanced to a salary point at or above the minimum salary point in the APS 1 classification.

Graduate

180. Employees recruited as an EOWA Graduate will be required to undertake a course of training determined by the Director. When the Director is satisfied that the course of training has been successfully completed and subject to meeting agreed performance standards, the Graduates will be advanced to a salary point at or above the first salary point of the APS 3 classification, as determined by the Director.

Filling Jobs

181. Vacancies will be reviewed promptly as part of business and workforce planning arrangements. Where vacancies occur and there is a continuing need for particular jobs, action will be taken as soon as practicable to fill the jobs by movement, promotion or engagement. All selection decisions, including any increase in classification, will be based on merit, consistent with the principles of s10(1)(b) of the *Public Service Act 1999*.

Temporary Performance Loading

182. It is the Agency's intention to minimise employees working long term temporary performance.
183. When positions do become vacant or on approval of the Director when an employee (with the exception of EOWA Graduate , EOWA Trainee and excess employees whose retention period is in progress) performs significantly higher work value or is transferred, the following conditions will apply:
- 183.1 Where an employee performs work of a significantly higher work value that could be undertaken at a higher classification level for a period of one week or more, he or she will be paid a loading on a fortnightly basis.

- 183.2 The level of the loading will be determined by the Director and will be based on the level and scope of work to be performed and the employee's capacity to effectively undertake the higher level work.
- 183.3 Where the employee is capable of effectively performing the full scope of the higher value work and is taking on the full responsibilities involved, he or she will be paid commensurate with the level of the work being undertaken. Access to loadings relating to higher levels will take into account experience at or above the level concerned.
- 183.4 The loading, as determined by the Director on this basis, will be the difference between the employee's substantive pay and a pay point within the next classification level as determined by the Director.
- 183.5 In those exceptional instances where an employee may be called upon to undertake work of a significantly higher level above that comprehended by the next salary range, the Director may approve the payment of a loading consistent with the work being undertaken and the employee's capacity to perform that work at an effective level.
- 183.6 An employee who is receiving the loading, and is granted paid leave or observes a public holiday will continue to receive the loading during that absence, however, the loading will not be paid beyond the date for which the loading was granted.
- 183.7 An employee who is undertaking higher level work and being paid a loading will remain at their substantive classification and will continue to be entitled to those conditions of service and benefits applicable to their substantive classification level. For example, an APS 6 level employee would retain access to flextime and overtime/TOIL.
- 183.8 Except as set out in Clause D.19, the loading will not be recognised for any other purpose.
184. Where vacancies occur for short periods, work will be reorganised wherever possible and therefore payment of the loading provided for in Clause 183 will not be applicable.

Mobility

185. More flexible mobility arrangements are an important factor in promoting the development of a more skilled and flexible workforce and the successful spread of project teams and cross-divisional partnerships and working arrangements within the Agency. Such arrangements also recognise that employees are employed by the Agency to undertake work directed at achieving the Agency's corporate objectives and priorities rather than being engaged just to perform a particular function or activity.
186. Further, more flexible arrangements offer both employees and the Agency a range of potential benefits, including:
- 186.1 the ability for the Agency to meet changing priorities more effectively;
- 186.2 the opportunity for employees to enhance their career or future prospects through expanded job experience and the development of a wider range of skills;

- 186.3 scope for the more effective utilisation of the various skills and talents of employees; and
- 186.4 the opportunity to build a more integrated organisation.

187. Mobility is not to be used by managers to avoid addressing performance issues. As provided in Clause 171, performance issues should be addressed promptly and fairly, with feedback being the initial and primary channel for discussing these issues. Similarly, mobility is not an appropriate means of addressing disciplinary or misconduct matters.

188. The following principles to guide mobility within the Agency are endorsed.

- 188.1 Employees are committed to using their skills to contribute to the Agency achieving its goals and accept that, as priorities change, employees may need to move to another work area.
- 188.2 Affected employees will continue to be consulted about a proposed move to another work area.
- 188.3 An employee working as a member of a project team will, at the conclusion of the team's task, either return to his or her former work area or move to another work area and will not suffer disadvantage in job security relative to other employees of the Agency.
- 188.4 Where opportunities arise for employees to move jobs, managers will generally support such moves. If a manager does not support a proposed move the reasons must be discussed with the affected employee.
- 188.5 Where an employee moves to another work area, necessary training and development (generally on-the-job) will be identified and provided.
- 188.6 Employees will not be compulsorily transferred where a transfer would entail a geographical move in excess of a 25 kilometre radius.

Redeployment, Retirement And Redundancy

189. The Agency recognizes that, for a variety of reasons, employees might at some point have to consider the options of redeployment or redundancy. Assistance provided and procedures for handling redeployment or redundancy are described in Attachment D - Redeployment Retirement And Redundancy.

Resignation

190. An employee resigning from his/her employment shall give at least two weeks notice of his/her intention to do so. The employee and EOWA may come to a mutually acceptable agreement on a shorter notice period. Resignations cannot take effect on a Public Holiday.

SECTION F – ASSISTANCE AND ALLOWANCES

Travelling Assistance

191. The Agency's travel assistance is as provided for by the Agency's Travel Policy and Guide. The following principles apply in relation to employees undertaking travel on official business:
 - 191.1 employees will not be out of pocket for the reasonable costs of accommodation, meals, incidentals and other expenses incurred through travelling on official business; and
 - 191.2 in organising and approving business travel, managers shall be flexible in accommodating the needs of individuals and should take into account family responsibilities, personal circumstances and other relevant factors that may affect an employee's ability to travel.
192. Managers may agree to reasonable compensatory time off in recognition of any additional time spent travelling outside normal working hours. Any such absences will be recorded for workers' compensation purposes.

Motor Vehicle Allowance

193. Where a manager authorises an employee to use a private motor vehicle for official purposes, the employee will receive a Motor Vehicle Allowance in accordance with rates issued by the Australian Taxation Office.

Temporary Relocation Assistance

194. Where an employee is required to work in a different geographic location for a period of 3 weeks (i.e. 21 days) or less, he or she will be paid Travelling Allowance as set out clauses 191 to 192.
195. Where an employee is required to work in a different geographic location for a period in excess of 3 weeks and up to 13 weeks from the day on which he or she commenced work at the new location, the Director and the employee will negotiate an agreed package of assistance to meet the additional costs incurred as a result of the employee being temporarily relocated.
196. Where an employee is required to work temporarily in a different geographic location for periods in excess of 13 weeks from the day on which the employee commenced work at the new location, the agreed package of assistance will include the following elements where they are applicable:
 - 196.1 Reimbursement or payment of reasonable temporary accommodation costs at the new location;
 - 196.2 Payment or reimbursement of reasonable transport and removal costs to and from the new location;
 - 196.3 Payment of costs to store household furniture;

- 196.4 Reimbursement of the cost of moving pets to the new location (up to a maximum of \$136.00);
 - 196.5 Payment of reunion fares (where an employee is not accompanied to the new location by his or her dependant(s) or partner (as defined) the employee will be eligible for one reunion visit to his or her usual place of work for each 13 week period he or she is away from that place); and
 - 196.6 Reimbursement for any reasonable and unavoidable continuing expenses incurred (excluding rates, land tax and insurance) where the employee's home at his or her usual place of work is left unoccupied, e.g. caretaking or maintenance costs (employees temporarily relocated for periods in excess of 3 weeks may also be reimbursed for such continuing expenses).
197. In the case of a permanent relocation, the employee shall be entitled to assistance as detailed in clause 196. Additionally a flat relocation allowance of \$900, and \$320 for each dependent child, will be paid. Any other additional costs relating to expenses incurred will be negotiated with the Director.
198. An employee who temporarily works in another geographic location at his or her request may receive temporary relocation assistance at the discretion of the Director.

Excess Travelling Time

199. Where an employee is temporarily relocated and this involves excess travelling time (ETT) (as defined) of between 30 minutes and 5 hours in any one day, he or she will receive TOIL for this excess travelling time.

Excess Fares

200. An employee will be entitled to reimbursement of excess fares where temporarily performing work at a place other than his or her usual place of work, when the cost of travel to and from the employee's temporary place of work is greater than the cost of travel to and from the employee's usual place of work. Excess fares are not reimbursed where the employee is receiving Travelling Allowance or has moved in anticipation of a permanent move.

First Aid Allowance

201. One person only will be recognised as First Aid Officer in the Agency.
- 201.1 An employee who possesses a current first aid certificate and who is designated by the Director to undertake first aid responsibilities within the Agency will receive an allowance, based on a rate of \$20 per fortnight.

- 201.2 An employee may be reimbursed for First Aid training, including refresher training, if they are designated by the Director to undertake first aid responsibilities within the Agency.

Emergency Warden and Occupational Health & Safety (OH&S) Officer Allowance

202. Employees who undertake emergency warden or OH&S Officer training and are designated by the Director to undertake emergency warden or OH&S Officer responsibilities within the Agency will receive the following allowances:
- 202.1 Chief warden: an allowance based on a rate of \$20 per fortnight; and
- 202.2 Other wardens/OH&S Officer: an allowance based on a rate of \$16 per fortnight.

Miscellaneous Payments and Allowances

203. An employee who is designated by the Director to undertake the laundry duties associated with the kitchen cleaning will receive an allowance based on a rate of \$10 per fortnight.
204. The Director may reimburse an employee for loss or damage to clothing or personal effects which occurred in the course of his or her work.

Employee Assistance Program

205. Employees will have access to an Employee Assistance Program at the cost of the Agency.

Family Care

206. Where staff are transferred to another geographical location (i.e. another state or territory) within the Agency, full costs of family care (aged and child) are to be paid by the Agency for an aggregate period of 1 month.
207. Where the Agency requires employees to be away from home outside standard hours (including normal travel time) or work outside their regular hours, the Director will approve reimbursement (net of government assistance) of the reasonable cost of additional family care arrangements on receipt of satisfactory evidence.
208. During the December/January school holiday period, the Agency will reimburse childcare costs up to \$25 per day for each child of an employee with childcare responsibilities who has requested leave, which is not approved because they are required to attend the Agency for operational reasons. The maximum payment that can be made is \$175 per week per employee.

Health, Wellness & Fitness

209. Effective 1 July 2009, employees shall be entitled to claim reimbursement for Health, Wellness and Fitness expenses to a maximum value of \$850 each financial year (July to June), including GST. The terms and conditions of this entitlement are specified in the EOWA Health, Wellness and Fitness Policy.

Overtime Meal Allowance

210. Where an employee is required to work overtime for a continuous period to the completion of or beyond a meal period, he or she may claim reimbursement for a meal up to \$25.

SECTION G - WORKING TOGETHER – COMMUNICATION & CONSULTATION

Participative Work Practices

211. The Agency is committed to consulting directly with employees about workplace matters affecting them. In making decisions which affect employees whether in relation to matters covered by this agreement or in relation to broader matters the Agency is committed to consulting with employees. Consultation means:
- 211.1 providing wherever possible, all relevant information to employees about impending changes or decisions or other issues that will impact on them so that they are able to meaningfully participate in debate;
 - 211.2 in making decisions, taking account of the views expressed by employees;
 - 211.3 explaining decisions that have been made, including how the views expressed by employees were taken into account.
212. Workplace issues will be discussed in a spirit of cooperation and trust and to ensure that employees not only receive information on workplace issues that affect them, but also have an opportunity to contribute their views on those issues. An employee, and where the employee chooses his or her representative, may, at any time, raise issues directly with his or her manager.
213. The Agency uses a variety of mechanisms to communicate and consult with employees, and where they choose their representatives, to ensure that they are kept informed of issues in the workplace. The three key mechanisms for communication and consultation are:
- 213.1 Staff consultative forums in the form of all-staff meetings;
 - 213.2 Team and project level meetings; and
 - 213.3 Written communication via all-staff email, with a minimum period of 10 working days for consultation.
214. All employees are encouraged to participate in these processes and to use the various channels provided to have their say on issues of concern to them.

Valuing Diversity

215. EOWA is committed to promoting and supporting diversity in the workplace and recognises that EOWA success depends upon our people, with their diverse views, abilities, skills, languages, cultures and background. EOWA respects, values and encourages diversity in the workplace. The Agency is an inclusive organisation that values fairness, equity and diversity consistent with the APS Values and APS Code of Conduct and is committed to:

- 215.1 Ensuring employees work within and apply workplace diversity principles, especially in leadership and management practices and behaviours in the Agency;
- 215.2 Fostering a culture that acknowledges and promotes diversity and includes the prevention and elimination of discrimination in all forums;
- 215.3 Continued development and implementation of strategies to reduce barriers to employment; and
- 215.4 Fostering a work environment free of harassment.

Occupational Health & Safety

- 216. The Agency will promote and maintain the health, safety and wellbeing of employees consistent with the *Occupational Health and Safety Act 1991* by:
 - 216.1 Protecting the health and safety of all employees, contractors, visitors and others persons at or near our workplaces;
 - 216.2 Implementing prevention strategies to prevent accidents and ill health caused by working conditions; and
 - 216.3 Ensuring employees are in an occupational environment designed to satisfy their needs for health, safety and wellbeing at work.
- 217. This will be achieved through consultation and cooperation with employees and by providing employees with necessary information, instruction, training and supervision.

Environmental Efficiency

- 218. Regular reports on the Agency's physical environmental performance will be provided to all staff with the aim of continuously improving the Agency's environmental efficiency. It is recognised that improving the Agency's environmental efficiency will require:
 - 218.1 educative activities on general environmental issues and work processes and technologies;
 - 218.2 all employees being encouraged to participate in environmental improvements in their work area; and
 - 218.3 a cooperative approach to the identification and implementation of environmental improvement initiatives in work areas.

Access to Personnel records

- 219. The Agency provides employees with electronic access to information on their current pay details and leave balances. There will be no detriment to employees where records are not available or are inaccurate due to systems failures.

Dispute Settlement And Resolving Workplace Issues

220. It is recognised that disagreements concerning workplace matters may arise and it is agreed to work cooperatively to resolve any such disagreements as far as is practicable at the work-site level by:
- 220.1 promptly addressing those disagreements as they arise in accordance with the procedures set out below, discussing those disagreements in an open and honest way; and
 - 220.2 seeking to resolve those disagreements wherever possible without recourse to third parties, though an employee may choose to be guided or assisted by a person of his or her choice. Where an employee so chooses, he or she will inform his or her immediate manager and the Director.

Resolving Workplace Issues - Informal

221. Where grievances arise over decisions or actions affecting an employee, every effort will be made to resolve the matter through discussions between the relevant manager and the employee concerned.
222. An employee may refer the matter to the Director for resolution where
- 222.1 discussions in accordance with clause 221 fail to resolve the matter, or
 - 222.2 where the matter relates to the behaviour of the manager and it would be inappropriate to discuss the matter at that level.
223. Where an employee refers the matter to the Director in accordance with clause 222:
- 223.1 the employee and Director may agree to appoint a mutually acceptable independent person from within or outside the Agency to assist in resolving the matter by mediation and/or to investigate the matter and make recommendations where necessary; and
 - 223.2 the Director will advise the employee in writing of his or her decision in respect of the matter and the reasons for that decision, including the outcome of any investigation of the matter.

Dispute Settlement Procedure - Formal

224. Where disagreements arise over the interpretation or implementation of this Agreement, work will continue in accordance with established custom and practice at the workplace while the procedure outlined below is applied. In instances where a genuine safety issue is involved, an employee will not be required to work in an unsafe environment, but will undertake suitable alternative work, if available, until the issue is resolved.
225. The procedures for the prevention and settlement of workplace disputes are as follows:
- 225.1 The employee will discuss the matter with the immediate manager.

- 225.2 If the dispute remains unresolved the matter will be referred to the Director in accordance with clause 222 and 223.
- 225.3 If either party to the dispute is of the view that mediation has not resolved the dispute, the matter/dispute may be referred to the AIRC by:
- 225.3.1 an employee who is party to the dispute (or where the employee requests, his or her representative); or
 - 225.3.2 an agreement between the employee who is party to the dispute (or where the employee requests, his or her representative) and the employer; or
 - 225.3.3 management (either on their behalf or on behalf of an employee who is party to the dispute).
- 225.4 If the matter is referred to the AIRC, the AIRC shall, in responding to the matter, have regard to whether the parties to the dispute have, in good faith, applied these procedures and it is empowered to determine the matter to the extent that it relates to the application, implementation or interpretation of this Agreement.
- 225.5 The Agency will meet all reasonable costs associated with the settlement of disputes under this clause, unless the parties to the dispute agree otherwise.
226. The Formal Dispute Settlement Procedure outlined in Clause 225 will take no longer than a period of four weeks.

Review of Actions

227. An employee may seek a review of actions under s.33 of the *Public Service Act 1999*. Where this right of review is exercised, and does not fail for want of jurisdiction, there will be no further right of review with respect to that individual under clauses 220 to 226.

Termination of Employment

228. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:
- 228.1 Division 4 of Part 12 of the *Workplace Relations Act 1996*;
 - 228.2 Other Commonwealth laws (and the Constitution); and
 - 228.3 common law.
229. Termination of, or a decision to terminate employment, cannot be reviewed under clauses 221 to 226 of this Agreement.
230. Nothing in this agreement prevents the Director from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 661 of the *Workplace Relations Act 1996*, subject to compliance with the procedures established by the Director for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

SECTION H - SCOPE OF THE AGREEMENT

Coverage And Persons Bound

231. This Agreement applies to all non SES employees of the Agency employed under the *Public Service Act 1999*, but does not apply to employees in EOWA whose salaries are not paid by EOWA, or to those employees who are parties to Australian Workplace Agreements in respect of employment with the Agency, whether or not the AWA has passed its nominal expiry date. This agreement is funded from within the EOWA appropriation.
232. In accordance with section 327 of the *Workplace Relations Act 1996* this Agreement binds:
- 232.1 the Agency Head, as the employing authority;
 - 232.2 all persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement.

Operation of Agreement

233. This Agreement will come into effect from 7 days after approval by the Workplace Authority and shall nominally expire three years after the later of 1 April 2012 or the date of effect.
234. This Agreement exhaustively states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a Commonwealth law or implied at common law.
235. From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of the Agreement, except where consistent with the terms of this Agreement.
236. This Agreement may only be varied in accordance with s367 of the *Workplace Relations Act 1996*.
237. The Australian Public Service Award 1998 has no effect in relation to an employee while this Agreement operates.
238. It is acknowledged that employment is subject to the provisions of the following Acts (and regulations or instruments made under the Acts) amongst others:
- 238.1 *Workplace Relations Act 1996*;
 - 238.2 *Long Service Leave (Commonwealth Employees) Act 1976*;
 - 238.3 *Maternity Leave (Commonwealth Employees) Act 1973*;
 - 238.4 *Superannuation Act 1976*;

- 238.5 *Superannuation Act 1990;*
- 238.6 *Superannuation Act 2005;*
- 238.7 *Superannuation Productivity Benefit Act 1988;*
- 238.8 *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- 238.9 *Safety Rehabilitation and Compensation Act 1988;*
- 238.10 *Occupational Health and Safety Act 1991;*
- 238.11 *Public Employment (Consequential and Transitional) Amendment Act 1999;*
- 238.12 *Public Service Act 1999.*

239. It is acknowledged that the employment of employees covered by this Agreement is also subject to Agency guidelines and policies as set out in clauses 5 to 7, as varied from time to time, pertaining to matters in this Agreement. The guidelines and policies are not incorporated into this Agreement.

Delegations

240. The Director may delegate any or all of his or her powers and functions to a suitably qualified person under this agreement, including this power of delegation, and may do so subject to conditions.

DEFINITIONS

Agency	The Equal Opportunity for Women in the Workplace Agency.
AIRC	Australian Industrial Relations Commission.
APS	Australian Public Service.
Classification	An approved classification as defined in the <i>Public Service Classification Rules 2000</i> . At date of commencement of this Agreement, non-SES classifications in EOWA are APS Levels 1-6 and Executive Levels 1 and 2.
Commencement in a job	An engagement, movement between agencies, assignment of duties within agency (i.e. Transfer) or a promotion.
Dependant	In relation to an employee means: (i) the spouse of the employee; and/or (ii) a child or parent of the employee, or of the spouse of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependant upon the employee. For the purposes of eligibility for Agency allowances or assistance, an adult dependant is a person for whom the employee is eligible to claim a tax offset from the Australia Tax Office. A child dependant is a child less than 18 years of a full-time student less than 25 years.
Director	The Director of the Equal Opportunity for Women in the Workplace Agency.
EOWA	The Equal Opportunity for Women in the Workplace Agency.
Employee	All persons employed under the <i>Public Service Act 1999</i> who are covered by this agreement.
Excess Employee	An employee is an excess employee if: (i) they belong to a class of employees employed in the Agency whose services are no longer required for the efficient and economical working of the Agency, (ii) their services cannot be effectively used because of technological or other changes in work methods of the agency or changes in the nature, extent or organisation of the functions of the agency; or (iii) their work is to be performed in a

	different locality and they are not willing to relocate to that locality and the Director has determined that this definition applies to the employee.
Family	A person who is related by blood or marriage, has a strong affinity with the employee or stands in a bona fide domestic relationship with the employee. Family includes a spouse (including a former spouse, a de facto spouse or a former de facto spouse), a child or an adult child (including an adopted child, a step or ex nuptial child), parent, grandparent, grandchild or sibling of the employee or the spouse of the employee.
Household member	A person who normally lives at the employee's residence.
Manager	The person to whom an employee is responsible and who is authorised by the Director to exercise the powers and responsibilities of manager in relation to that employee.
Meal period	Means any of the following periods - 6.00am to 8.00am, 12.00pm to 2.00pm and 6.00pm to 8.00pm
Medical certificate	Means a certificate signed by a registered health practitioner.
Non-ongoing Employee	As defined in the <i>Public Service Act 1999</i> .
Non-ongoing employees engaged for duties that are irregular or intermittent	An employee engaged on an hourly basis to work on an ad hoc or irregular basis, usually less than full-time in any week. Each period of work is an episode and is a distinct period of service with no guarantee or expectation of work beyond the period of current employment.
Ongoing Employee	As defined in the <i>Public Service Act 1999</i> .
Partner	Means in relation to a person who is a member of a couple, the other member of the couple.
Redeployment	Reassignment of duties with EOWA or movement to another APS agency.
Salary	The employee's rate of pay (in accordance with the pay rates at Attachment A.1) will be salary for all purposes, including superannuation (subject to relevant superannuation scheme rules), overtime, payment of

	excess flextime, severance and termination payments and excludes loadings and allowances. Participation in salary sacrifice arrangements or purchase leave options will not affect salary for these purposes.
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ATTACHMENT A – SALARY

A.1 Salary Rates

APS Classification	Pay Point	Salary as at March 2009	Salary Rate at Effective Date as per Clause 11.1	Salary Rate at Effective Date as per Clause 11.2	Salary Rate 12 months after Effective Date	Salary Rate 24 months after Effective Date
Executive Level 2				104.0%	104.0%	104.0%
	2.6	105,981	106,895	111,171	115,618	120,242
	2.5	104,705	105,608	109,832	114,226	118,795
	2.4	101,400	102,274	106,365	110,620	115,045
	2.3	96,226	97,056	100,938	104,976	109,175
	2.2	92,942	93,744	97,493	101,393	105,449
	2.1	89,374	90,145	93,751	97,501	101,401
Executive Level 1						
	1.3	83,679	86,800	90,272	93,883	97,638
	1.2	80,448	83,448	86,786	90,258	93,868
	1.1	77,492	80,382	83,598	86,941	90,419
APS 6						
	6.5	69,519	70,910	73,746	76,696	79,764
	6.4	66,862	68,200	70,928	73,765	76,716
	6.3	64,249	65,535	68,156	70,882	73,717
	6.2	62,505	63,756	66,306	68,958	71,716
	6.1	60,764	61,980	64,459	67,037	69,719
ASP 5						
	5.3	59,428	60,935	63,372	65,907	68,544
	5.2	57,810	59,276	61,647	64,113	66,677
	5.1	56,045	57,466	59,765	62,155	64,642
APS 4						
	4.4	54,550	55,641	57,867	60,181	62,589
	4.3	53,142	54,205	56,373	58,628	60,973
	4.2	51,799	52,835	54,948	57,146	59,432
	4.1	50,202	51,206	53,254	55,384	57,600
APS 3						
	3.4	48,640	49,887	51,882	53,958	56,116
	3.3	47,370	48,584	50,528	52,549	54,651
	3.2	46,208	47,393	49,288	51,260	53,310
	3.1	45,046	46,201	48,049	49,971	51,970
APS 2						
	2.4	43,842	44,719	46,508	48,368	50,303
	2.3	42,253	43,098	44,822	46,615	48,480
	2.2	40,909	41,727	43,396	45,132	46,938
	2.1	39,711	40,505	42,126	43,811	45,563
APS 1						
	1.4	38,622	39,394	40,970	42,334	44,313
	1.3	37,213	37,957	39,475	40,789	42,696
	1.2	36,139	36,861	38,336	39,612	41,464
	1.1	35,064	35,765	37,195	38,434	40,231

A.2 Junior rates of pay as a percentage of the APS Level 1 minimum adult rate of pay will apply as follows:

- i. Under 18 years 60 %
- ii. At 18 years 70 %
- iii. At 19 years 81 %
- iv. At 20 years 91 %.

A.3 In accordance with Section B of this Agreement, the following annual salary rates will apply to EOWA trainees. The entry pay point for an adult EOWA Trainee will be assessed in accordance with the criteria in Clause 13 of this Agreement.

APS Classification	Designation	Salary as at March 2009	Salary Rate at Effective Date as per Clause 11.2	Salary Rate 12 months after Effective Date (4% increase)	Salary Rate 24 months after Effective Date (4% increase)
APS 1 Under 18 yrs	Trainee	21,038	22,317	23,210	24,139
APS 1 at 18 yrs	Trainee	24,545	26,036	27,078	28,162
APS 1 at 19 yrs	Trainee	28,402	30,128	31,333	32,587
APS 1 at 20 yrs	Trainee	31,908	33,847	35,202	36,610
APS 1 Adult	Trainee	35,064	37,195	38,683	40,231
APS 1	Trainee	36,139	38,336	39,869	41,464
APS 1	Trainee	37,213	39,475	41,054	42,696
APS 1	Trainee	38,622	40,970	42,609	44,313

A.4 In accordance with Section B of this Agreement, the following annual salary rates will apply to EOWA Graduates. The entry pay point will be assessed in accordance with the criteria in Clause 13 of this Agreement.

APS Classification	Designation	Salary as at March 2009	Salary Rate at Effective Date as per Clause 11.2	Salary Rate 12 months after Effective Date (4% increase)	Salary Rate 24 months after Effective Date (4% increase)
APS 3	Graduate	45,046	48,049	49,971	51,970
APS 3	Graduate	46,208	49,288	51,260	53,310
APS 3	Graduate	47,370	50,528	52,549	54,651
APS 3	Graduate	48,640	51,882	53,958	56,116

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Additional Salary Information

- (a) Ordinary Time Formula: the fortnightly rate of pay will be based on the following formula:

$$\text{Fortnightly pay} = \frac{\text{Annual salary} \times 12}{313}$$

- (b) Overtime Formula: the hourly rate for overtime payment will be calculated using the following formula:

- i. Time and a half rate:

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

ii. Double time rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{prescribed weekly hours before overtime is payable}} \times \frac{3}{1}$$

iii. Double time and a half rate:

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

(c) For the purpose of calculating the formula, prescribed weekly hours before overtime is payable will be 38.

ATTACHMENT B - SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH A DISABILITY

Workers Eligible for a Supported Wage

- B.1 These provisions define the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of these provisions, the following definitions will apply:
- (a) Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in a Supported Wage System: Guidelines and Assessment Processes.
 - (b) Accredited assessor means a person accredited by the managing unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - (c) Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
 - (d) Assessment instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility Criteria

- B.2 Employees covered by these provisions will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged 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.
- B.3 These provisions do not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement/award relating to the rehabilitation of employees who are injured in the course of their employment.
- B.4 These provisions also do not apply in respect of any facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part only has received recognition, that part.

B.5 Employees to whom these provisions apply shall be paid the applicable percentage of the salary prescribed by this Agreement for the class of work which the person is performing according to the following schedule, provided that the minimum amount payable shall be not less than \$69 per week:

Schedule B5	
Assessed Capacity	% of prescribed
(Clause B.6) Salary	
10% (a)	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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

Assessment of Capacity

B.6 For the purpose of establishing the percentage of the salary rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument.

Lodgement of Assessment Instrument

B.7 All assessment instruments under the conditions of these provisions, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be:

- (a) lodged by the employer with the Registrar of the AIRC; and
- (b) agreed and signed by the parties to the assessment.

Review of Assessment

B.8 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Employment Conditions

B.9 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 workers covered by this Agreement paid on a pro rata basis.

Workplace Adjustment

B.10 Where the Director 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.

Trial Period

B.11 In order for an adequate assessment of the employee's capacity to be made, the Director 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 4 weeks) may be needed.

B.12 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

B.13 The minimum amount payable to the employee during the trial period shall be no less than \$69 per week.

B.14 Where the Director 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 assessment under Clause B.6.

ATTACHMENT C – WAR SERVICE SICK LEAVE

- C.1 Employees who are war veterans will accrue two separate credits of paid war service sick leave:
- (a) Special credit – nine weeks war service sick leave credited on commencement with the APS following eligible military service.
 - (b) Annual credit – three weeks annual credit on commencement and again following each 23 months of service. Unused credits accumulate up to a maximum credit balance of nine weeks. This credit cannot be accessed until the special credit has been exhausted.
- C.2 War service sick leave may only be granted when an employee is unfit for duty due to a war caused medical condition. The employee should present a statement from the Department of Veterans' Affairs stating any condition that is accepted as being war-caused. A medical certificate stating the nature of the medical condition or stating that it is a war-caused condition must be presented with each application for war service sick leave.
- C.3 Where an employee's war service sick leave credits have been exhausted, the employee may apply for personal leave.
- C.4 Employees who rejoin the APS following an earlier period of APS employment in which they had been credited with war service sick leave will be credited with the following:
- (a) Any special credit that remained unused at the final day of the prior APS employment; and
 - (b) An annual credit held on the final day of the prior APS employment.
- C.5 Annual credit for employees who rejoin the APS following an earlier period of APS employment will accrue initially when the employee's period of service since recommencement and the employee's period of service between the 1 November before cessation and the date of cessation from the APS equals 12 months. Annual credits thereafter will accrue after each 12 months service.

ATTACHMENT D - REDEPLOYMENT RETIREMENT AND REDUNDANCY

- D.1 This attachment provides a structured process for the management of potentially excess and excess employee situations.
- D.2 These provisions only apply to ongoing APS employees in the Agency. These provisions do not apply to an ongoing employee who is serving a probationary period or a non-ongoing employee.
- D.3 Throughout the process:
- (a) the Director will take all reasonable steps, consistent with the efficient management of the Agency, to transfer a potentially excess or excess employee to a suitable vacancy at an equal classification level within the Agency or in another APS agency;
 - (b) potentially excess and excess employees will take all reasonable steps to identify and apply for suitable vacancies at an equal classification level; and
 - (c) an employee, or where the employee chooses his or her representative, may, consistent with clauses D.4 and D.5, raise issues concerning a redundancy situation directly with his or her manager.

Consultation Process

- D.4 Employees who are likely to become excess will be advised by the Director at the earliest practicable time.
- D.5 Discussions with the potentially excess employee or, where an employee requests, with the employee's representative, will be held to consider:
- (a) measures which might be taken to reduce the incidence of an employee becoming excess;
 - (b) redeployment opportunities for the employee concerned, including identifying whether the employee seeks redeployment; and
 - (c) whether voluntary retrenchment might be appropriate and whether the employee(s) wants to be offered voluntary retrenchment.
- D.6 The Director may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary retirement, where those retirements would permit the redeployment of employees who are potentially excess.
- D.7 The Director will not advise an employee that he or she is excess until the discussions referred to in Clauses D.4 and D.5 have occurred. The period of these discussions will not exceed one month.
- D.8 Where 15 or more employees are likely to become excess, the Agency will comply with the relevant provisions of the *Workplace Relations Act 1996*. In circumstances where 15 or more employees are likely to become excess, the

Director will not invite employees to express interest in voluntary retirement or advise an employee that he or she is excess within one month of advising employees that they are likely to become excess.

Voluntary Redundancy

- D.9 Where the Director invites an excess employee to do so, the employee will have one month to elect for voluntary redundancy. The Director will not give notice of termination of employment under Section 29 of the Public Service Act on the grounds that the employee is excess to the requirements of the Agency before the end of that period or until such election is received (in circumstances where the election is received before the end of that period).
- D.10 Within that month the employee must be given information on:
- (a) the amount of his or her severance pay, pay in lieu of notice and paid up leave credits;
 - (b) the amount of his or her accumulated superannuation contributions;
 - (c) options open to him or her concerning superannuation;
 - (d) the taxation rules applying to the various payments; and
 - (e) the availability of financial assistance, on a reimbursement basis, towards obtaining independent financial advice (up to the value of \$500).

Period of Notice

- D.11 Where the employee agrees to be voluntarily retrenched, the Director can approve the employee's retirement and upon approval will give the required notice of termination of employment under Section 29 of the Public Service Act on the grounds that the employee is excess to the requirements of the Agency. The period of notice will be 4 weeks (or 5 weeks for an employee over 45 with at least 5 years of continuous service).
- D.12 Where an employee retires or is retired at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Severance Benefit

- D.13 An employee who elects voluntary retrenchment and whose employment is terminated under section 29 of the Public Service Act on the grounds that the employee is excess to the requirements of the Agency, is entitled to be paid a sum equal to two weeks salary for each completed year of service, plus a pro rata payment for completed months of service since the last completed year of service. For earlier periods of service to count there must be no breaks between the periods of service, except where:
- (a) the break in service is less than 1 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.

- (b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the PS Act 1922.

D.14 The minimum sum payable will be 4 weeks salary and the maximum will be 48 weeks salary.

D.15 The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full time service.

D.16 Subject to Clauses D.17 and D.18, service for severance pay purposes means:

- (a) service in the Agency;
- (b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- (c) service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- (d) service with the Australian Defence Forces;
- (e) APS service immediately preceding deemed resignation (as defined), if the service has not previously been recognised for severance pay purposes; and
- (f) service in another organisation where an employee was transferred from the APS to that organisation with a transfer of function or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

D.17 Any period of service which ceased:

- (a) through termination on the following grounds: the employee lacks, or has lost, an essential qualification for performing his or her 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 subsection 22(6) of the *Public Service Act 1999*; or a breach of the Code of Conduct ; or
- (b) on a ground equivalent to a ground listed in subparagraph D.17 (a) above under the repealed *Public Service Act 1922*; or
- (c) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- (d) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit;

will not count as service for severance pay purposes.

D.18 Absences from work which do not count as service for any purpose will not count as service for severance pay purposes.

Rate of Payment - Severance Benefit

- D.19 For the purpose of calculating any payment under Clause D.13, salary will include:
- (a) the employee's salary; and
 - (b) the loading, where the employee has been receiving the loading for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retirement; and
 - (c) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Retention Periods

- D.20 Unless the employee agrees, an excess employee will not be involuntarily retired until the following retention periods have elapsed:
- (a) 13 months where an employee has 20 or more years of service or is over 45 years of age; or
 - (b) 7 months for other employees.
- D.21 The retention period will commence on the earlier of the following:
- (a) the day the employee is advised in writing by the Director that he or she is an excess employee; or
 - (b) one month after the day on which the Director invites the employee to elect to be retired.
- D.22 During the retention period the Director:
- (a) will continue to take reasonable steps to find alternative employment for the excess employee; and/or
 - (b) may, with 4 weeks notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at their previous level for the balance of the retention period.
- D.23 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where the costs are not met by the prospective employer.
- D.24 The retention periods specified in Clause D.20 and the notice period specified in Clause D.21 will only be extended where the Director is satisfied that an employee is substantially incapacitated and unfit for work, based on the opinion of a medical practitioner nominated by the Agency. Unless exceptional circumstances exist, a retention period will not be extended on these grounds beyond an additional eight weeks.

- D.25 Where the Director believes there is insufficient productive work available for an excess employee during the retention period, the Director may, with the agreement of the employee, retire the employee and pay the balance of the retention period as a lump sum.
- D.26 An excess employee will not be retired involuntarily if the employee has not been invited to elect to be voluntarily retrenched as per clause D.9 or has elected to be voluntarily retrenched but the Director refuses to approve it.
- D.27 An excess employee will be given 4 weeks notice (or 5 weeks notice for an employee over 45 with at least 5 years of continuous service) where it is proposed that the employee be involuntarily retired. This specified period of notice will as far as practicable be concurrent with the retention periods.