

**DEPARTMENT OF FINANCE ENTERPRISE AGREEMENT  
2015 – 2018**

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## **Formal acceptance of this Agreement and Signatories**

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

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

Signed .....

Full Name: JANE HALTON  
Secretary, Department of Finance

Date: .....

Address: John Gorton Building, King Edward Terrace, Parkes, ACT 2600

### **Bargaining Representative: Community and Public Sector Union**

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

Signed .....

Full Name:

Date: .....

Address:

### **Bargaining Representative: Transport Workers Union**

Signed for, and on behalf of the Transport Workers Union (TWU):

Signed .....

Full Name: Wayne Forno

Date:

Address:

### **Employee Bargaining Representatives**

Full name: Terry Kirk

Signed ..... Date:.....

Address: Tourism House, Blackall Street, Barton, ACT 2600

# Scope of the Agreement

## 1.1. Agreement title

This Agreement will be known as the Finance Enterprise Agreement 2015 – 2018 and is made under section 172 of the FW Act.

## 1.2. Coverage

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

- i. The Secretary on behalf of the Commonwealth of Australia
- ii. Employees of Finance who are employed in accordance with s. 22(2) of the Public Service Act, except employees engaged as Senior Executive Service employees.

## 1.3. Commencement and duration

This Agreement will come into effect seven days after approval by FWC, and will nominally expire three years thereafter.

## 1.4. Individual flexibility arrangements

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

## 1.5. Comprehensive Agreement

This Agreement operates to the exclusion of applicable awards. Commonwealth laws concerned with employment continue to apply according to their terms.

## **1.6. Policies, guidelines and further information**

- a) Any policies, guidelines or further information referred to in this Agreement are not incorporated into and do not form part of this Agreement. Policies, guidelines and further information are in place to support the operation of this Agreement and may be varied from time to time.
- b) Finance and its employees agree that such policies and guidelines will be available to all employees and will be updated as necessary, following reasonable consultation.
- c) If there is any inconsistency between the policies, guidelines, further information, and the express terms of this Agreement, the express terms of the Agreement will prevail to the extent of any inconsistency.

## **1.7. Delegations**

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

# **Salary and related matters**

## **2. Salary**

Further information is available in the Finance Remuneration Policies.

### **2.1 Salary on commencement of Agreement**

- a) The salary structure on commencement of this Agreement is set out at Attachment A.
- b) Subject to clause 2.13, a salary increase of 2 per cent will be effective from the commencement of the first full pay period following the commencement of this Agreement.

### **2.2 Salary increases**

A salary increase of 2 per cent will apply with effect from 12 months from commencement of this agreement, and a further salary increase of 2 per cent will apply with effect from 24 months from commencement of this agreement, subject to clause 2.13.

### **2.3 Salary rates**

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

### **2.4 Part-time Employees**

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

### **2.5 Casual employee**

- a) Casual employees will receive a 25 per cent loading in lieu of leave (excluding long service leave) and public holidays on which the employee is not rostered to work. The hourly rate will be base rate plus the casual loading.

- b) All Casual employees will have access to the following unpaid leave entitlements, in accordance with the National Employment Standard:
- i. two days unpaid carers leave and two days compassionate leave per occasion (this extends to unpaid bereavement leave as defined under this Agreement); and
  - ii. Community service leave.

## **2.6 Roster Shift Loadings**

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

- 15% for duty performed on a shift on a Monday to Friday (excluding public holidays), any part of which falls between 6pm and 6.30am;
- 30% where shifts fall wholly within the period 6.00 pm – 6.00 am and are worked for a period exceeding 4 weeks;
- 50% for duty performed on Saturday;
- 100% for duty performed on Sunday;
- 150% for duty performed on a public holiday.

## **2.7 Supported Salary rates for employees with a disability**

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

## **2.8 Payment related matters**

- a) Employees will be paid fortnightly.
- b) Ongoing and non-ongoing employees will be paid, based on the following formula:  
Fortnightly pay = annual salary x 12 divided by 313.
- c) Casual employees will be paid based on actual hours worked.
- d) Payment will be made by electronic funds transfer (EFT) into an Australian financial institution account of the employee's choice.

## **2.9 Pay Point Advancement**

- a) Subject to clause 2.10, employees with salaries below the Highest Pay Point in their relevant classification will advance one pay point, subject to a satisfactory performance rating (that is 'effective' or greater).
- b) Pay point advancement will become effective on the commencement of the second full pay period of each July.

## **2.10 Eligibility for Pay Point Advancement**

- a) An employee (excluding a COMCAR driver), including casual COMCAR Reservation and Allocation rostered employees, will be eligible for Pay Point Advancement at their substantive classification level only if they:

- i. commenced at the substantive classification (or on temporary duties at a higher classification level) prior to 10 January in the same performance cycle;
  - ii. were present for a minimum period of 12 weeks in a performance cycle (or 450 hours for casual COMCAR Reservation and Allocation rostered employees); and
  - iii. received a satisfactory performance rating (that is effective or greater) at the end of the annual performance cycle.
- a) If an employee commenced with Finance prior to 10 January in the same performance cycle and is promoted prior to 8 April in the same performance cycle, the employee will be eligible for Pay Point Advancement at the new substantive classification level.
  - b) The delegate may determine an employee is eligible for accelerated Pay Point Advancement in other circumstances as per the relevant policy.

**2.11 Salary not aligned to a pay point**

Where an employee’s salary falls between pay points within their relevant classification, the rate of Pay Point Advancement will be an amount equivalent to the percentage difference between the next highest pay point, and the pay point above the next highest pay point. Salary adjusted in accordance with this clause will not progress beyond the Highest Pay Point for the relevant classification.

**2.12 Advancement within the Zone of Discretion**

Where an employee is on the Highest Pay Point or has a salary within the Zone of Discretion for their classification level, and has demonstrated sustained strong performance, the Secretary may determine an increase within the Zone of Discretion or to the Maximum Guidepoint within the substantive classification salary range.

**2.13 Ineligibility for annual Salary and Pay Point Advancement**

An employee who receives a ‘Requires Development’ performance rating at the end of the performance cycle will be placed on a Performance Improvement Plan (PIP) and will be ineligible for an annual salary increase and Pay Point Advancement until such time as the employees’ performance is rated as satisfactory (that is effective or greater). In this case, increases will not be backdated.

**2.14 Salary payable on engagement, promotion and movement**

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

<b>Type of movement and circumstance</b>	<b>Pay point</b>
Promoted or engaged	Minimum Guidepoint of the relevant salary classification
Promoted - where the employee’s former substantive salary was at, or above, the Minimum Guidepoint applicable to the new classification	The next highest pay point in the salary classification



Transferred on an ongoing or temporary movement basis from another APS agency – and the salary aligns with a pay point	Salary is matched
Transferred on an ongoing or temporary movement basis from another APS agency – and the Salary is below the Highest Pay Point, but not aligned with a pay point, above the Minimum Guidepoint	The next highest pay point in the salary classification
Transferred on an ongoing or temporary movement basis from another APS agency at the APS6 - EL 2 level – and the salary is above the Highest Pay Point but below the Maximum Guidepoint	Salary is matched
Transferred on an ongoing or temporary movement basis from another APS agency – and the salary is above the Maximum Guidepoint for APS6 - EL 2 employees, or above the Highest Pay Point for APS1 - APS5 employees	Salary is matched and frozen until Maximum Guidepoint (APS6 - EL 2) or Highest Pay Point (APS1 - APS5) of relevant salary classification catches up

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

## **2.15 Recovery of debts**

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

### **3 Superannuation**

#### **3.1 Superannuation accumulation funds**

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

#### **3.2 Superannuation salary payment – Employees with arrangements in place prior to commencement of the Agreement**

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

#### **3.3 Superannuation allowance**

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

### **4 Salary sacrificing**

#### **4.1 Access to salary sacrificing**

- a) Employees may access salary sacrificing arrangements, and may sacrifice up to 100 per cent of their available salary. This includes the option of Salary sacrificing to superannuation for casual employees. Employees are encouraged to seek independent financial advice prior to entering into a salary sacrificing arrangement. Further information is available on the Finance intranet.

- b) Any fringe benefits tax incurred by an employee as a result of a salary sacrificing arrangement will be met by the employee.

## General allowances and payments

### 5 Allowances

#### 5.1 Allowances for part-time employees

Allowances for part-time employees, other than employees receiving a restriction allowance, will be calculated on a pro-rata basis (based on the proportion of full time equivalent hours worked), apart from allowances of a reimbursement nature, where a part-time employee will receive the same amount as a full time employee.

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

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

#### 5.3 First Aid Officer

Where an employee possesses a current First Aid certificate and has been approved by the delegate to undertake First Aid duties, the employee will be paid an allowance of \$22.44 per fortnight. This allowance will increase by 2 per cent 12 months from commencement of this agreement, and a further 2 per cent 24 months from commencement of this agreement.

#### 5.4 Departmental Liaison Officer Allowance

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

Date of Effect	Amount
Year 1 #	\$16,677
Year 2	\$17,011
Year 3	\$17,352

# First full pay following commencement of the Agreement

#### 5.5 Meal provisions

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

## **5.6 Reimbursement of family care costs**

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

## **5.7 Temporary assignment of duties at a higher classification**

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

## **5.8 Level of payment**

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

## **5.9 Salary on reduction**

Where an employee agrees to be temporarily reassigned duties at a lower work classification level, the delegate may determine, following consultation with the employee, that the employee shall be paid a rate of salary applicable to the lower classification level.

Such determination will specify the period for which the lower salary will apply.

This clause does not apply to, or restrict decisions made by the delegate in relation to, breaches of the Code of Conduct or underperformance.

## **5.10 HDA in Senior Executive Service (SES) positions**

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

## **5.11 Temporary performance and the performance framework**

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

## 5.12 Public holidays or leave

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

## 5.13 Treatment of allowances

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

## 5.14 COMCAR roster allowance

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

<b>Role and Classification</b>	<b>Year 1 #</b>	<b>Year 2</b>	<b>Year 3</b>
Reservations Officer (APS 3)	\$13,189	\$13,453	\$13,723
Allocations Officer (APS 4)	\$15,892	\$16,210	\$16,534
Team Leader (APS 5)	\$11,098	\$11,320	\$11,547

# First full pay following commencement of the Agreement

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

### 5.15 COMCAR operational allowance

- a) Where the delegate requires a COMCAR State Manager to regularly perform work outside the bandwidth of hours and on weekends in relation to operational requirements, including VIP visits and depot duties, the employee will receive the following annual COMCAR operational allowance paid fortnightly.

<b>Date of Effect</b>	<b>Amount</b>
Year 1 #	\$13,383
Year 2	\$13,651
Year 3	\$13,925

# First full pay following commencement of the Agreement

- b) Where the delegate requires a COMCAR Assistant Manager/Supervisor to regularly perform work outside the bandwidth of hours and on weekends in relation to operational requirements, the employee will receive the following annual COMCAR operational allowance paid fortnightly.

<b>Date of Effect</b>	<b>Amount</b>
Year 1 #	\$5,733
Year 2	\$5,848
Year 3	\$5,965

# First full pay following commencement of the Agreement

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

### 5.16 COMCAR Supervisor driving allowance

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

<b>Date of Effect</b>	<b>Amount</b>
Year 1 #	\$8,405
Year 2	\$8,574
Year 3	\$8,746

# First full pay following commencement of the Agreement

## **6 Travel for official purposes**

### **6.1 Travel rates**

- a) The delegate may approve payment of travel related costs in one of two forms.
  - I. The first form is on a 'reasonable and actual costs incurred' basis to ensure that work-related travel delivers the best business outcomes for Finance. Wherever possible Finance will prepay accommodation and transportation costs. Where prepayment is not possible reimbursement will be made as soon as possible.
  - II. The second form is that an employee will be eligible to receive a travel allowance in accordance with the applicable Australian Taxation Office Determination, rather than the 'reasonable and actual costs incurred' method, for travel related to special events and other times as determined by the delegate. The delegate may determine to arrange and prepay accommodation and/or travel costs and, in such circumstances, the accommodation and/or travel components of the travel allowance will be excluded from any allowance payable.
- b) Further information is found in Finance's Accountable Authority Instructions.

### **6.2 Illness while travelling**

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

### **6.3 Recognition of travel time**

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

### **6.4 Motor Vehicle Allowance**

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

## **7 *International postings***

### **7.1 Employment entitlements**

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

### **7.2 Public holiday entitlements**

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

## **8 *Relocation assistance***

### **8.1 Access for APS Employees**

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

### **8.2 Repayment of relocation assistance**

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



## 9 **Restriction payment**

### 9.1 **Restriction eligibility**

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

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

### 9.2 **Restriction rates**

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

<b>Days (or part thereof)</b>	<b>Year 1 #</b>	<b>Year 2</b>	<b>Year 3</b>
38 – 53	\$11,567	\$11,799	\$12,035
54 – 68	\$12,434	\$12,683	\$12,937
69 – 95	\$15,010	\$15,311	\$15,618

# First full pay following commencement of the Agreement

- b) An employee, not in receipt of a restriction rate, who is requested to perform restriction duties in unforeseen circumstances for another employee on rostered arrangements, or on a short-term roster arrangement, will receive a restriction allowance of \$182 for each day of restriction.
- c) It is not expected that an employee will be restricted for more than the maximum number of days specified in the table above. However where this occurs, the delegate may determine an additional payment to recompense the employee for the additional restriction.
- d) EL2 employees (and equivalents), are generally ineligible to receive restriction allowance payments. In exceptional circumstances the delegate may approve restriction payment for EL2 employees.
- e) A restricted employee may be required to work at their usual workplace or at another designated place, including the employees home.
- f) Payment of restriction allowance will not be made to an employee who does not remain contactable and at the required degree of readiness to perform duty.

# Broadbands, classifications and local titles

## 10 Broadbands

### 10.1 Finance broadbands

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

Broadband Title	Corresponding APS Classifications
Graduate APS	APS 3 - 5
Career Starter	APS 1 - 2
IAGDP Participant	APS 3 - 4
ICT Apprentices	APS 1- 2

### 10.2 Broadband advancement

An employee can only advance through the broadband where:

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

### 10.3 Graduate APS classification

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

### 10.4 Career Starter local title

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

### 10.5 Indigenous Australian Government Development Program (IAGDP) APS classification

- a) Employees classified as IAGDP Participants, recruited to Finance as participants in the IAGDP will have a commencement salary at the APS 3 classification level under this Agreement, unless otherwise determined by the Secretary.

- b) Upon successful completion of the IAGDP and meeting Finance's progression requirements, participants will be eligible for advancement within the IAGDP APS 3 - 4 Level broadband.
- c) Further information is available in the Finance IAGDP Policy.

#### **10.6 Indigenous Trainee classification**

- a) Employees classified as Indigenous Trainees, recruited to Finance as participants in the Indigenous Traineeship Program (ITP) will have a commencement salary at the APS 2 classification level under this Agreement, unless otherwise determined by the Secretary.
- b) Further information is available in the Finance Indigenous Trainee Policy.

#### **10.7 Indigenous Cadet classification**

- a) Non-ongoing employees with the local title of Indigenous Cadet, recruited to participate in the Indigenous Cadetship Program (ICP) will have a commencement salary at the APS 2 classification level under this Agreement, pro-rated over the period of work completed in each full year of their cadetship.
- b) Following the successful completion of their study and endorsement by the Secretary, Indigenous Cadets will be eligible for engagement with Finance as an ongoing employee at the Graduate APS classification and to participate in the Graduate Development Program (refer clause 10.3). If a Cadet meets the eligibility criteria for the Graduate program on completion of the Cadets study, the Cadet may choose to become an ongoing employee at the APS 3 classification level under this Agreement, and not take part in the Graduate Development Program.
- c) Further information is available in the Finance Indigenous Cadetship Policy.

#### **10.8 Whole of Government ICT Apprenticeship Programme (ICT Apprenticeship) classification**

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

#### **10.9 Other broadband arrangements**

The Secretary may determine the commencement Salary and broadband progression requirements for entry level employees who are engaged through Whole of Government Programs, for example, targeted traineeships and apprenticeships.

# Attendance and hours of duty

## 11 Working Hours

### 11.1 Fulltime hours

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

### 11.2 Part-time hours

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

### 11.3 Part-time work

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

### 11.4 Flexible Working Arrangements

- a) An employee may request flexible working arrangements in accordance with section 65 of the FW Act.
- b) The delegate will consider and may approve the flexible working arrangements available under this Agreement as a means of retaining valuable mature age employees who might otherwise choose to leave Finance, subject to operational requirements.
- c) Where an employee has had a formal request for flexible work arrangements rejected, the reason will be given in writing within 21 days of the written request. Requests can only be rejected based on reasonable business grounds with consideration given to operational requirements.

## **11.5 Pattern of hours**

- a) The pattern of hours by which employees complete their ordinary hours is by agreement between the manager and the employee. However, an employee will not normally be expected to work more than:
  - i. ten hours ordinary time on any day; and
  - ii. five consecutive hours without a meal break of at least 30 minutes.
- b) The agreed pattern of hours should provide the flexibility, where agreed by the manager and employee, to enable employees to meet personal responsibilities.
- c) Where no agreement can be reached on a pattern of hours, Standard Hours of work will apply. Standard hours are 7 hours and 30 minutes per day for full time employees to be worked from 8.30 am to 5.00 pm with a one hour lunch break to be taken between the period 12.00pm to 2.00pm

## **11.6 Bandwidth of hours**

The bandwidth of hours in which employees, other than rostered employees, will work their ordinary hours are 7am to 7pm Monday to Friday.

## **11.7 Nine-hour break (APS 1-6)**

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

## **11.8 Nine-hour break (EL Employees)**

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

## **11.9 Job sharing**

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

## **11.10 Recording attendance**

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

## **12 Flex-time**

### **12.1 Eligibility for flex-time**

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

### **12.2 Maximum flex-time balance and debit**

- a) Where operational requirements do not provide for an employee to minimise their flex-time balance by the end of the fortnightly recording period, a maximum:
  - i. credit of 37.5; or
  - ii. debit of 10 hours

can be carried to the next fortnightly recording period.

- b) Where there is an excess balance, the employee and their manager will identify and discuss appropriate actions to try to reduce the flex-time credit to below 37.5 hours by the end of the following fortnightly recording period. No reasonable request for flex-time leave will be refused by the manager.
- c) Where there is a flex-time debit in excess of 10 hours, the excess balance must be reduced by the end of the following fortnightly recording period or the employee will have the excess balance deducted as leave without pay.

### **12.3 Exceptional circumstances**

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

### **12.4 Reversion to Standard Hours**

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

### **12.5 Flex-time balances at cessation or APS transfer**

- a) Prior to ceasing employment or transfer, employees must take reasonable steps, and managers will provide reasonable opportunities, to balance any flex-time credits or debits.

- b) Where an employee has been unable to utilise flex-time credits prior to cessation, the delegate may approve conversion of up to 37.5 hours of credits to annual leave on a one-for-one basis. This election must be made prior to the employee's cessation.
- c) Where any flex-time credits are outstanding at cessation of employment, these credits will not be paid to the employee.
- d) Any remaining flex-time debits will be recovered from the employee's separation payment.

## **12.6 Flex time balances on promotion or on Higher Duties**

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

## **12.7 Overtime**

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

## **12.8 Payment for overtime**

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

# **13 TOIL**

## **13.1 Eligibility for TOIL**

- a) Managers will approve the accrual of TOIL for EL employees (and their equivalents) for work performed at the manager's request or by agreement with the manager:
  - i. in excess of 8 hours 30 minutes on any one day;
  - ii. on a weekend or public holiday; or

- iii. during annual closedown.
- b) TOIL will accrue and may be taken on an hour-for-hour basis Monday to Friday, and at a rate of 1.5 hours per hour for work performed on a weekend, annual closedown or public holiday.
- c) The provisions for TOIL as outlined in this clause do not alter the ordinary hours for full time EL employees. A compressed working hours arrangement is not permitted under TOIL provisions.

### **13.2 Part-time EL TOIL**

Part-time EL employees are eligible to accrue TOIL for work performed, at the request of their manager, in excess of an additional hour per day outside their agreed work pattern for that day, or alternative informal arrangements as set out in clause 12.2.

### **13.3 Converting TOIL credits to annual leave**

Where an EL employee has taken at least five days TOIL and five days annual leave in the previous 12 month period and has TOIL credits in excess of five days as at 1 July, the delegate may approve conversion of up to five days of TOIL to annual leave per year. This election must be made before 1 July. TOIL will be converted to annual leave on an hour-for-hour basis.

### **13.4 Cash out of TOIL credits**

Where an EL employee has taken at least five days TOIL and five days annual leave in the previous 12 month period, and has TOIL credits in excess of five days as at 1 July, the delegate may approve cashing out of TOIL credits exceeding five days at ordinary time rates. This election must be made before 1 July the year the TOIL is to be cashed out.

### **13.5 TOIL balances at cessation**

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

### **13.6 Additional duty payment**

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



## **14 Public holidays and annual closedown (excluding Casual Employees)**

### **14.1 Recognised public holidays**

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

### **14.2 Make up time for substituted day**

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

### **14.3 Public holidays during paid leave**

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

### **14.4 Annual close down**

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

### **14.5 Part-time Employees**

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

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

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

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

## **Leave**

### **15 General conditions**

#### **15.1 Non-approval of leave**

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

#### **15.2 Balances and record keeping**

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

#### **15.3 Recall to duty**

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

### **16 Recognition of prior service**

#### **16.1 Portability of leave**

- a) Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.
- b) Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised.
- c) For the purposes of this clause:
  - i. 'APS employee' has the same meaning as in the PS Act; and
  - ii. 'Parliamentary Service' refers to employment under the Parliamentary Service Act 1999.

#### **16.2 Portability of leave – former non-ongoing employees**

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

## **17 Annual leave**

### **17.1 Entitlement**

- a) Employees are entitled to 20 days (150 hours), pro-rata for part-time employees, for each full year of service. Annual leave may be taken at either full or half pay. Employees may access twice as much leave when taken at half pay.
- b) The following employees will be entitled to an additional five days annual leave (pro-rata for part-time employees) for each full year of service, in recognition of regular duty performed outside the hours of 7am – 7pm Monday to Friday, and on weekends and public holidays:
  - i. COMCAR Reservations Officer (APS 3) in receipt of COMCAR roster allowance;
  - ii. COMCAR Allocations Officer (APS 4) in receipt of COMCAR roster allowance; and
  - iii. Ongoing Drivers.
- c) All annual leave will accrue and be credited to employees daily.

### **17.2 Requirement to take annual leave**

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

### **17.3 COMCAR specific**

- a) In accordance with COMCAR operational requirements, Ongoing Drivers are required to take at least 10 days annual leave (pro rata for part time employees) between 2 January and 31 January each year, unless otherwise agreed by the delegate.
- b) Reservations and Allocations COMCAR employees who receive 25 days annual leave, will be required to take at least 5 days annual leave (pro rata for part time employees) between 2 January and 31 January each year, unless otherwise agreed by the delegate
- c) Ongoing drivers and Reservations and Allocations staff will take joint responsibility with their manager for ensuring that accrued annual leave does not exceed 50 days. When accrued annual leave does exceed this level, a manager must work with the employee to develop a strategy to reduce the leave to 50 days or below within a 12 month period.

### **17.4 Approval**

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

### **17.5 Effect of leave without pay**

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

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

### **17.6 Public holidays during annual leave**

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

### **17.7 Payment of annual leave on cessation**

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

### **17.8 Annual leave cash out**

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

### **17.9 Purchased additional leave**

- a) Where approved by the delegate, employees may purchase from one to four weeks additional leave each year. The purchased leave will be credited to the employee on its purchase, and must be taken within 12 months from the date that the leave was credited to the employee.
- b) Purchased leave must be taken at full pay unless otherwise approved by the delegate as an exceptional circumstance.

## **18 Personal leave**

### **18.1 Entitlement**

- a) An employee, other than a casual employee, is entitled to 18 days or part-time equivalent, paid Personal/carer's Leave per year, which accrues progressively and is credited daily.
- b) Newly engaged ongoing employees to the APS will receive 9 days or part-time equivalent, paid personal leave on commencement. Thereafter, personal leave will accrue at the rate of 18 days (135 hours) or part-time equivalent, per year, credited daily.
- c) Unused Personal/carer's Leave will accrue from year to year but will not be paid out on separation.

### **18.2 Use of leave**

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

### **18.3 Conditions**

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

- i. for Personal/carer's Leave of three consecutive working days or more;
- ii. for any Personal/carer's Leave in excess of a total of seven days in the previous 12 month period where acceptable evidence has not been provided for any of those days; or
- iii. in any other circumstance where requested by the delegate;

### **18.4 Acceptable Evidence**

- a) Employees must provide a medical certificate or a report or a document from a Registered Health Practitioner for the purpose of personal illness or injury. Where it is not reasonably practicable to provide evidence from a registered health practitioner, a statutory declaration made by the employee may be accepted for up to three single day absences in the previous 12 month period. The statutory declaration will state the reason for the absence and detail why it was not reasonably practicable for the employee to obtain evidence from a Registered Health Practitioner.

- b) Where the delegate considers that the evidence is unsatisfactory, the leave application may be rejected.
- c) An employee will not be entitled to paid Personal/carer's Leave while also entitled to paid Maternity, Adoption or Foster Care Leave except as otherwise provided by legislation.
- d) An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's paid Personal/carer's Leave credit has expired, except as otherwise provided by legislation.

Further information is available in the Finance Leave Policy

### **18.5 Reappointment after invalidity retirement**

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

### **18.6 Effect of leave without pay**

Where 'Leave without Pay Not to Count as Service' (LWOP NTCAS) has been granted in the accrual year, personal leave accrual will be affected as follows:

- i. where aggregated absences total 30 calendar days or less, the accrual is not affected; and
- ii. where aggregated absences total more than 30 calendar days in the accrual year, personal leave will not accrue for the entire period of LWOP.

### **18.7 Accrual – non-ongoing Employees**

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

### **18.8 Advice to Manager**

- a) Employees must, as far as reasonably practicable, advise their manager prior to 10am on the day of their absence of their intention to be absent.
- b) Further information is available in the HR Leave policy.
- c) Where reasonably practicable, COMCAR shift work employees and COMCAR drivers are required to advise the appropriate workplace person, at least two hours prior to the commencement of their shift of their intention to be absent.

### **18.9 Public holidays during personal leave**

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

### **18.10 Use of personal leave during other forms of leave**

Employees who are medically unfit or are required to undertake carer's responsibilities while on other forms of paid leave, including community service leave, bereavement and compassionate leave with the exception of parental leave, and who produce satisfactory medical evidence, may apply for personal leave. Leave will be re-credited to the extent of the period of personal leave covered in the supporting documentation.

#### **18.11 Payment on cessation**

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

### **19 Unpaid carer's leave**

#### **19.1 Entitlement**

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

#### **19.2 Serious illness registry**

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

### **20 Compassionate and bereavement leave**

#### **20.1 Compassionate leave**

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

#### **20.2 Bereavement leave**

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

## **21 Maternity and Parental leave**

### **21.1 Maternity leave**

- a) Eligible employees are entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).
- b) Employees who are eligible for paid maternity leave under the ML Act are entitled to an additional 4 weeks (inclusive of public holidays) of paid leave, to be taken immediately following the period of paid maternity leave provided by the ML Act.

### **21.2 Maternity leave at half pay**

- a) The delegate will approve spreading the payment for the paid period of maternity leave over a maximum period of 24 continuous weeks at half normal pay. The period of paid leave beyond the paid absence provided in the *Maternity Leave (Commonwealth Employees) Act 1973* will not count as service for any purpose.
- b) The delegate will approve spreading the additional period over a maximum period of eight continuous weeks at half normal pay. Where additional maternity leave is taken at half pay only the first four weeks will count as service.

### **21.3 Special Maternity Leave**

- a) Where the expecting mother experiences a pregnancy related illness, or if her pregnancy ends within 28 weeks of expected birth, she will be granted paid personal leave for the period of leave as set out in the medical certificate. If personal leave credits are exhausted, the remainder of leave will be unpaid.
- b) Special maternity leave will operate in conjunction with entitlements under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- c) Further information is available in the Parental Leave policy

### **21.4 Supporting partner leave**

- a) Within 12 months of the birth, adoption or long-term fostering of a child, an employee who has or will have responsibility for the care of a child and who is otherwise ineligible for leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, adoption leave or fostering leave, is entitled to 20 days leave with pay (inclusive of public holidays) to care for the child. Leave must be taken as a minimum of five-day blocks.
- b) This leave can be taken at half pay and counts as service for all purposes.

### **21.5 Parental leave without pay**

- a) To enable an employee to care for a new born child, or newly adopted or fostered child under school age, the employee will be entitled to authorised leave without pay (except for employees covered by the *Maternity Leave (Commonwealth Employees) Act 1973* to the extent that that Act is more beneficial) where the employee is the primary caregiver.
- b) Parental leave without pay does not count as service for any other purpose except as provided in the *Maternity Leave (Commonwealth Employees) Act 1973*.



## **21.6 Maximum period of parental leave**

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

## **21.7 Return from parental leave**

- a) Prior to an employee returning from parental leave the manager will discuss with the employee their return to work, including any request for part-time work.
- b) Following consultation and dependent on operational requirements, the employee may be given suitable duties at their substantive classification either in the role they performed prior to leave or in another role.

## **21.8 Adoption leave**

- a) An eligible employee is entitled to a continuous period of 16 weeks (inclusive of public holidays) paid leave on full pay or half pay for the purposes of adopting a child.
- b) To be eligible for adoption leave:
  - i. the employee must have completed at least 12 months continuous service in the APS;
  - ii. is the primary caregiver;
  - iii. the child that is, or is to be, placed with the employee for adoption:
    - is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
    - has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
    - is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- a) Adoption leave is available from one week prior to the date of placement of a child or children under 16 years, and must be commenced within eight weeks of the child or children being adopted.

## **21.9 Pre-adoption leave**

Employees in the process of adopting a child may take up to two days leave (either through their existing paid leave entitlements, flex-time or TOIL arrangements to attend any interviews or examinations required to obtain approval for the adoption.

Where the employee has exhausted their leave credits, two days unpaid leave will be granted.

## **21.10 Long-term foster leave**

- a) An eligible employee with at least 12 months continuous service in the APS, who is to be the primary caregiver to a fostered child may access a continuous period of 16 weeks (inclusive of public holidays) foster leave on full pay or half pay to fulfil long-term fostering obligations. To be eligible for this purpose, employees are to have

assumed long-term responsibility for a child under a permanent fostering arrangement following placement:

- i. by a person/organisation with statutory responsibility for the placement of the child; and
  - ii. where the child is not expected to return to their family.
- b) Leave for fostering purposes is to commence within six months of the placement of the child, and can be taken at half pay (the period beyond the first 16 weeks will not count as service). Where a fostered child is subsequently adopted by the employee, the employee is not eligible for adoption leave in relation to the same child where foster leave has previously been granted.
- c) The delegate may approve up to 16 weeks paid leave on full pay or half pay where an eligible employee has primary care for a child under a permanent care order.

## **22 Defence Reserve leave and War service sick leave**

### **22.1 Entitlement Defence reserve Leave**

- a) An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- b) An employee is entitled to leave with pay, of up to 4 weeks during each financial year, and an additional 2 weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- c) With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- d) An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- e) Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.

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

### **22.2 Entitlement War service sick leave**

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

## **23 Long service leave**

### **23.1 Entitlement**

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

## **24 Miscellaneous leave**

### **24.1 Miscellaneous Leave**

- a) The delegate may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this agreement for a purpose that the delegate considers in the interests of Finance and having regard to operational requirements.
- b) Unless the delegate determines otherwise, any continuous period of Miscellaneous Leave without pay greater than 30 calendar days will not count as service for Annual Leave and Personal/carer's Leave purposes.
- c) Further information is available in HR Leave Policy.

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

### **25.1 Community Service**

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

## **26 Unauthorised leave absences**

### **26.1 Unauthorised leave absence**

- a) Where an employee is absent from work without approval, all pay and other benefits (including leave accrual) provided under this Agreement will cease to be available until the employee resumes work or is granted leave.
- b) Where the employee is absent from work without approval for three consecutive working days, action on the grounds of non-performance of duties may commence which may result in the employee's employment being terminated.

## **Performance management system**

### **27 Requirement for Performance Management**

#### **27.1 Employees must participate in the performance management system.**

- a) All employees, unless they are a non-ongoing employee engaged for a period of less than six months, will have an individual performance agreement in place during the performance management cycle.
- b) The performance cycle runs from July to June each year.
- c) New performance agreements will be completed no later than 30 September in the performance cycle.
- d) The Finance Performance Management Policy sets out the performance management processes, including responsibilities, rights and obligations of managers and employees in managing performance.
- e) Casual COMCAR drivers and reservations and allocations staff must participate in the performance management process consistent with COMCAR practices.

## **Supportive Workplace**

### **28 Supportive Workplace**

#### **28.1 Finance will provide access to the following:**

- a) Confidential, professional counselling for employees and their immediate families to assist with work or personal issues through the provision of an Employee Assistance Programme (EAP).

Further information is available in the EAP Policy.

- b) Lactation breaks and breastfeeding facilities will be accommodated during unpaid meal breaks. Where breastfeeding cannot be accommodated within meal breaks, managers may approve up to 30 minutes paid time towards lactation breaks during a normal working day.
- c) Further information is available in the Support for Breastfeeding at Work Policy.

#### **28.2 Study Assistance**

The delegate may approve access, for ongoing employees, to financial assistance and/or study leave, to support the successful completion of tertiary studies which are relevant to the operational needs of Finance.

Further information is available in the Study Assistance policy

#### **28.3 Professional memberships and/or subscriptions**

The delegate may approve financial reimbursement for professional memberships and/ or subscriptions deemed relevant to the needs of Finance.

Further information is available in the Professional Memberships and Subscription Policy.

# Separation from the APS

## 29 *Resignation*

### 29.1 Notice of resignation

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

### 29.2 Death of an Employee

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

## Redeployment and redundancy

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

## 30 *Excess Employees and Redeployment*

### 30.1 Notification of Excess Employees

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

### 30.2 Redeployment (potentially Excess Employee)

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

### **30.3 Support during redeployment**

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

### **30.4 Reclassification during redeployment (including income maintenance)**

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

### **30.5 Redundancy (Excess Employees) notification**

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

### **30.6 Financial advice**

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

### **30.7 Date of effect of termination**

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

### **30.8 Redundancy pay**

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

- i. any allowance which applies to the employee immediately before redundancy occurs and which is paid during periods of annual leave; and
- ii. HDA, where the employee has been acting at a higher level for a continuous period of 12 months or more.

### **30.9 Service for severance pay**

a) Service for severance pay purposes means:

- i. service in Finance;
- ii. Government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976;
- iii. service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
- iv. service with the Australian Defence Forces;
- v. APS service immediately preceding deemed resignation under repealed section 49 of the Public Service Act 1922, if the service has not previously been recognised for severance pay purposes; service in another organisation (excluding the ACT Public Service) where:
  - a. an employee moved from the APS to that organisation with a transfer of function;
  - b. an employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS; such service is recognised for long service leave purposes.
  - c. ACT Public Service for persons who were compulsorily transferred to the ACT Public Service on its establishment as a separate Service on 1 July 1994 and who subsequently rejoined the APS.

b) For earlier periods of service to count there must be no breaks between the periods of service, except where:

- i. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- ii. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under repealed section 49 of the Public Service Act 1922.

### **30.10 Service not to count**

a) Having regard to clause 30.9, any period of service that ceased:

- i. by way of any of the grounds for termination specified in section 29 of the PS Act (including any additional grounds prescribed in the PS Regulations); or
- ii. on a ground equivalent to any of these grounds; or
- iii. through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- iv. with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit

will not count as service for severance pay purposes.

- b) Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

## **Workplace consultation and dispute resolution**

### **31 Workplace consultation**

#### **31.1 Staff Consultative Group**

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

#### **31.2 Consultation and Communication**

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

#### **31.3 Support person / Employee representative**

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

#### **31.4 Procedures for preventing and settling disputes**

a) If a dispute relates to:

- i. a matter arising under this agreement; or
- ii. the National Employment Standards;

this term sets out procedures to settle the dispute.

b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

e) The FWC may deal with the dispute in 2 stages:

- i. the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- ii. if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
  - (a) arbitrate the dispute; and
  - (b) make a determination that is binding on the parties.



- f) If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- g) A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- h) While the parties are trying to resolve the dispute using the procedures in this term:
  - i. an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - ii. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (a) The work is not safe; or
    - (b) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (c) the work is not appropriate for the employee to perform; or
    - (d) there are other reasonable grounds for the employee to refuse to comply with the direction.
- i) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

## **COMCAR Driver provisions**

### **32 All Drivers**

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

#### **32.1 Work scheduling**

- a) Work scheduling for drivers will be designed and maintained to eliminate (or minimise to the greatest extent possible) the instances of work periods of excessive length.

Further information is located in the COMCAR Fatigue Management Policy.

- b) Work will be allocated according to the following principles:

For all work situations:

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

#### **32.2 Number of periods of duty in any one day**

- a) A driver may be requested to work more than one period, but not more than two periods of duty, in any one day. Where a casual driver works two periods of duty in

any one day, the minimum hour provisions as specified at clause 33.2 will apply to each period of duty. Where an ongoing driver is required to perform duty in special circumstances, clause 34.6 will apply. The minimum time lapse between any two periods of duty will be sufficient to allow the driver to have three hours rest.

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

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

### **32.3 Rest Breaks**

- a) An unpaid rest break of 60 minutes (which may be used for meals or rest) may be taken after three hours of duty at the direction of the delegate.
- b) Where a driver does not complete more than five hours in any one period (including a rest break), then any rest break will not be deducted from the drivers total paid hours for that period. If a driver does complete more than five hours in any one period (including a rest break), then any rest break will be deducted from the driver's total paid hours for that period. If the deductions of the rest break results in the driver's total paid hours being less than five hours, the driver will be paid a total of five hours for that period.
- c) Where operational circumstances do not allow for a break to be taken, then the allocator will ensure a rest break is taken at the first opportunity. A shorter (unpaid) rest break of 30 minutes may be taken at the direction of the delegate.
- d) A rest break must be taken where a driver works at least five hours, unless advised otherwise by the delegate due to operational requirements.
- e) An additional paid rest break of 30 or 60 minutes duration, as determined by the delegate, is to be taken upon completion of any subsequent five hours of duty in the one work period.
- f) Where a driver performs two periods of duty in a day, each period of duty will be treated separately and the requirements for taking rest breaks will apply as per these rest break provisions.

## **33 Casual Drivers**

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

### **33.1 Remuneration for Casual Drivers**

- a) The base hourly rate for Casual Drivers, following the commencement of this Agreement will be based on the minimum guide point for an APS 2 employee.
- b) Casual Drivers will receive a 25 per cent loading (casual loading) in lieu of leave (excluding long service leave) and public holidays in addition to the base hourly rate.
- c) For all work performed on a Monday to Friday, a 15 per cent loading will be paid on the hourly rate (base plus casual loading) in recognition of the flexibility requirements.
- d) For all work performed on a weekend and a public holiday a 50 per cent loading will be paid on the hourly rate (base plus casual loading).

- e) In addition, a special duties loading of 20 per cent will be paid to Casual Drivers when allocated to drive the following VIP clients: the Prime Minister, the Governor-General or other persons entitled to a dedicated driver in the particular capital city, a client in a protected vehicle and, for other than special events, heads of government or heads of state. In exceptional circumstances the Secretary may approve an increase to the special duties loading.
- f) The special duties loading is applicable to the following periods of duty:
  - i. when driving the VIP client as the first job and then performing other work, the special duties loading is paid from shift start time until drop time with the VIP client.
  - ii. when driving the VIP client as the last job of a shift, with other work before, the special duties loading is paid from VIP client booking time until completion of the shift.
  - iii. when driving the VIP client in the middle of a shift, with other work before and after, the special duties loading is paid from the VIP client booking time until the drop time of the VIP client.
- g) Casual Driver rates are set out in Attachment A.

### **33.2 Minimum hours of duty**

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

### **33.3 Notification of cancellation of shift**

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

## **34 Ongoing Drivers**

Clauses 34.1- 34.21 apply to Ongoing Drivers only. Ongoing Drivers may be employed on a full time or part time basis.

### **34.1 Home garaging**

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

### **34.2 Biannual Cycle - Ongoing Drivers**

A Biannual Cycle will operate for Ongoing Drivers and be based on the established principle of a 38-hour week (or pro rata for part-time drivers) and an average reasonable additional

hours overtime component of two hours per week (or pro rata for part-time drivers). The period of the Biannual Cycles will be:

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

### **34.3 Biannual Cycle hours**

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

### **34.4 No financial adjustment if insufficient work available**

Where a Driver has worked all hours nominated but not worked the required hours applicable as described in clause 35.3, no financial adjustment will apply.

### **34.5 Excess hours in a cycle**

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

### **34.6 Minimum hours of duty**

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

### **34.7 Notification of cancellation of shift**

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

### **34.8 Rest Days**

- a) An Ongoing Driver will be entitled to a rest day on each Saturday and on each Sunday which does not precede a parliamentary sitting period published in the parliamentary sitting calendar. If an Ongoing Driver is required to work on one of these rest days, they will receive a Scheduled Day Off (SDO) in lieu on a day suitable to operational requirements.
- b) An Ongoing Driver will also be entitled to relevant public holidays in the jurisdiction in which they work. COMCAR may request an Ongoing Driver to work on a particular public holiday and for such work performed, the driver will be entitled to an SDO on a day suitable to operational requirements. SDO's may be accumulated up to a maximum balance at any one time of five days.
- c) A rest day is defined as a full calendar day where a driver is not required to perform any duties.
- d) SDOs are non-accumulative except as specified above or under exceptional circumstances where operational requirements prevent the driver from accessing those scheduled days off.

### **34.9 Restrictions on taking annual leave**

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

### **34.10 Remuneration for Ongoing Drivers**

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

### **34.11 Special conditions applying to Dedicated Drivers**

- a) From time to time the delegate may designate an Ongoing Driver to be a Dedicated Driver, being dedicated to drive for a particular office holder until otherwise notified by the delegate. The provisions outlined below apply to an Ongoing Driver for any period whilst they are designated a Dedicated Driver.

- b) A Dedicated Driver may be appointed to drive office holders as determined by the Parliament or Prime Minister of the day.
- c) Dedicated Drivers will be eligible to receive a Dedicated Driver Allowance as per Attachment A (pro-rata for part-time drivers).
- d) Dedicated Drivers will operate under the biannual cycle except that the overtime component will be seven hours per week, therefore the biannual cycle hours required, subject to clause 34.12 will be 1118 (pro rata for part-time drivers).

#### **34.12 Excess hours within a cycle worked by Dedicated Drivers**

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

#### **34.13 Excess Ongoing Drivers Redundancy**

- a) The provisions of clause 34.13- 34.20 cover only Ongoing Drivers who are employed as at the commencement of this Agreement. Ongoing Drivers employed after the commencement of this Agreement will be subject to clause 31.1– 31.10 covering Redeployment and Excess employees.
- b) For the purposes of these provisions, an Ongoing Driver is excess if:
  - i. the driver is included in a class of employees employed by COMCAR, which class comprises a greater number of employees than is necessary for the efficient and economical working of COMCAR;
  - ii. the services of the Ongoing Driver cannot be effectively used because of technological or other changes in the work methods, or changes in the nature, extent or organisation of the functions of COMCAR; or
  - iii. the Ongoing Driver's work is to be performed on an ongoing basis in a different geographic locality, they are not willing to relocate to that locality and the delegate has determined that this definition applies to the Ongoing Driver.

#### **34.14 Consultation process**

- a) When the delegate is aware that an Ongoing Driver is likely to become excess, the delegate will advise the driver of the situation and that they may choose to have a representative present, which may include a union party to this Agreement.
- b) The delegate will hold discussions with the Ongoing Driver and/or where the driver chooses, their representative, over a period not exceeding one month, to consider:
  - i. measures that could be taken to resolve the situation, including redeployment at or below the driver's classification level;
  - ii. referral to a suitable redeployment agency; and
  - iii. whether voluntary retrenchment might be appropriate.
- c) The delegate will identify the Ongoing Driver who is excess to COMCAR's requirements:
  - i. after the discussions referred to above have been held; or
  - ii. where the Ongoing Driver or their representative has declined to discuss the matter, one month after the delegate had advised the ongoing driver; and
  - iii. will immediately advise the Ongoing Driver in writing that they are excess.
- d) The delegate may, prior to the conclusion of these discussions, invite Ongoing Drivers who are not excess to express an interest in voluntary retrenchment, where the retrenchment of those drivers would permit the redeployment of drivers who are in a redundancy situation.
- e) The delegate will then establish, through consultation with the identified driver/s, whether they want to be offered voluntary retrenchment immediately or seek redeployment. An Ongoing Driver seeking redeployment will be advised in writing that they are excess (if this has not already occurred) and be immediately referred to a suitable redeployment agency or program for redeployment assistance.
- f) The delegate will take all reasonable steps, consistent with the interests of the efficient operation of COMCAR, to assign excess Ongoing Drivers to suitable vacancies at the same classification level within COMCAR or Finance.

#### **34.15 Voluntary retrenchment**

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

- d) Only one offer of voluntary retrenchment will be made to an excess Ongoing Driver.
- e) An excess Ongoing Driver who declines an offer of voluntary retrenchment or who does not accept the offer within the one month period will immediately be referred to a suitable redeployment agency or program for redeployment assistance.

#### **34.16 Period of notice**

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

#### **34.17 Severance benefit**

- a) Ongoing Drivers who agree to be retrenched and whose employment is terminated by the delegate under section 29 (3) (a) of the PS Act on the grounds that they are excess to requirements are entitled to be paid a sum equal to two weeks' Salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the driver is entitled to under the National Employment Standards.
- b) The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- c) The severance benefit will be calculated on a pro-rata basis for any period worked part time, if the driver has less than 24 years' full time service.
- d) Service for severance pay purposes means:
  - i. service in Finance;
  - ii. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - iii. service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
  - iv. service with the Australian Defence Forces;
  - v. APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes;
  - vi. service in another organisation (excluding the ACT Public Service) where:
    - (a) an employee moved from the APS to that organisation with a transfer of function;
    - (b) an employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS;
  - vii. such service is recognised for long service leave purposes.



- viii. ACT Public Service for persons who were compulsorily transferred to the ACT Public Service on its establishment as a separate Service on 1 July 1994 and who subsequently rejoined the APS.
  - ix. For earlier periods of service to count there must be no breaks between the periods of service, except where:
    - x. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
    - xi. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under repealed section 49 of the *Public Service Act 1922*.
- e) Any period of service, which ceased:
- i. through termination on the following grounds, or on a ground equivalent to any of the following grounds:
    - (c) the employee lacks, or has lost, an essential qualification for performing their duties;
    - (d) non-performance, or unsatisfactory performance, of duties;
    - (e) inability to perform duties because of physical or mental incapacity;
    - (f) failure to satisfactorily complete an entry level training course;
    - (g) failure to meet a condition imposed under section 22(6) of the PS Act;
    - or
    - (h) a breach of the Code of Conduct; or
  - ii. on a ground equivalent to a ground listed in subparagraph (a) above, under the repealed *Public Service Act 1922*; or
  - iii. through voluntary termination at or above the minimum retiring age applicable to the employee; or
  - iv. with the payment of a redundancy benefit or similar payment or an employer-financed retirement/termination benefit;
- will not count as service for severance-pay purposes.
- f) Absences from work which do not count as service for long service leave purposes will not count as service for severance-pay purposes.
  - g) COMCAR is bound by the rules governing re-engagement by an Australian government agency of an ex-APS or Parliamentary Service Act employee who has received a redundancy benefit.

#### **34.18 Rate of payment - severance benefit**

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

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

#### **34.19 Retention periods**

- a) An excess Ongoing Driver who does not accept an offer of voluntary retrenchment will not be involuntarily terminated without their agreement until the following retention periods have elapsed:
  - i. thirteen months where they have 20 or more years of service or are over 45 years of age; or

- ii. seven months for other drivers.
- b) The retention period will commence on the earlier of:
- i. the day the driver is advised in writing by the delegate that they are an excess Ongoing Driver under clause 35.14; or
  - ii. one calendar month after the day on which the delegate invites the Ongoing Driver to accept voluntary retrenchment under clause 34.14.
- c) During the retention period, the delegate:
- i. will continue to take reasonable steps to find alternative employment for the excess Ongoing Driver; and
  - ii. may, with four weeks' notice, assign the excess Ongoing Driver to duties with a lower classification, but where this occurs before the end of the retention period, the driver will receive income maintenance to maintain their salary at the previous higher classification for the balance of the retention period.
- d) The excess Ongoing Driver may request assistance in meeting reasonable travel and incidental expenses, where these are not met by the prospective employer, incurred seeking alternative employment and/or in moving residence to take up alternative employment.
- e) Where:
- i. an excess Ongoing Driver has been receiving redeployment assistance for two months; and
  - ii. the redeployment agency certifies that there is no reasonable prospect of redeployment in the APS; and
  - iii. The delegate is satisfied that there is insufficient productive work available for them in COMCAR during the remainder of their retention period;
  - iv. The delegate may, with the agreement of the Ongoing Driver, terminate their employment under section 29 of the PS Act and pay the balance of the retention period as a lump sum, and this payment will be taken to include the payment in lieu of notice of termination.
- f) If an Ongoing Driver is entitled to a redundancy payment under the National Employment Standards, the relevant retention period set out in this clause will be reduced by the driver's redundancy pay entitlement under the National Employment Standards on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
- g) Upon termination the driver will be paid a lump sum comprising:
- i. the balance of the retention period (as shortened for the NES under this clause) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
  - ii. the driver's NES entitlement to redundancy pay.

#### **34.20 Involuntary termination**

- a) Subject to clause 34.15, the delegate may involuntarily terminate the employment of an excess Ongoing Driver under section 29 of the PS Act at the end of the retention period.

- b) An excess Ongoing Driver will not be terminated involuntarily if they have not been invited to accept an offer of voluntary retrenchment or have elected to be terminated but the delegate or his delegate has refused to approve it.
- c) An excess Ongoing Driver will not be terminated involuntarily without being given four weeks' notice (or five weeks' notice if they are over 45 with at least five years of continuous service) of termination, or payment in lieu of notice, and this period of notice will, as far as practicable, be within the retention period outlined in clause 34.19.

## Attachment A - Classification and salary tables

**Table 1: Before commencement of the Agreement**

	APS1	APS2	APS3	APS4	APS5	APS6	EL 1	EL 2
<b>Min Guidepoint</b>	43,491	49,939	55,511	62,614	69,826	76,820	99,439	121,402
<b>1st pay point</b>	44,147	50,812	56,932	64,144	71,028	78,677	101,515	123,370
<b>2nd pay point</b>	44,802	51,796	58,462	65,346	72,667	80,426	103,483	125,774
<b>3rd pay point</b>	45,786	52,780	59,773	66,986	73,978	82,392	105,668	128,178
<b>4th pay point</b>	47,097	53,982	61,303	68,297	75,400	84,141	107,525	130,363
<b>5th pay point</b>	48,518	55,511	62,614	69,826	76,820	85,998	109,711	132,767
<b>6th pay point</b>	50,157	57,151	64,035	71,465	78,350	87,856	113,099	135,062
<b>7th pay point</b>						93,757	120,420	142,929
<b>Max Guidepoint</b>						100,095	128,287	151,234

**Table 2: From the first full pay period following commencement of the Agreement, 2% increase**

	APS1	APS2	APS3	APS4	APS5	APS6	EL 1	EL 2
<b>Min Guidepoint</b>	44,361	50,938	56,622	63,867	71,223	78,357	101,428	123,831
<b>1st pay point</b>	45,030	51,829	58,071	65,427	72,449	80,251	103,546	125,838
<b>2nd pay point</b>	45,699	52,832	59,632	66,653	74,121	82,035	105,553	128,290
<b>3rd pay point</b>	46,702	53,836	60,969	68,326	75,458	84,040	107,782	130,742
<b>4th pay point</b>	48,039	55,062	62,530	69,663	76,908	85,824	109,676	132,971
<b>5th pay point</b>	49,489	56,622	63,867	71,223	78,357	87,718	111,906	135,423
<b>6th pay point</b>	51,161	58,295	65,316	72,895	79,917	89,614	115,361	137,764
<b>7th pay point</b>						95,633	122,829	145,788
<b>Max Guidepoint</b>						102,097	130,853	154,259

**Table 3: Year 2 increase, 2% increase**

	APS1	APS2	APS3	APS4	APS5	APS6	EL 1	EL 2
<b>Min Guidepoint</b>	45,249	51,957	57,755	65,145	72,648	79,925	103,457	126,308
<b>1st pay point</b>	45,931	52,866	59,233	66,736	73,898	81,857	105,617	128,355
<b>2nd pay point</b>	46,613	53,889	60,825	67,987	75,604	83,676	107,665	130,856
<b>3rd pay point</b>	47,637	54,913	62,189	69,693	76,968	85,721	109,938	133,357
<b>4th pay point</b>	49,000	56,164	63,781	71,057	78,447	87,541	111,870	135,631
<b>5th pay point</b>	50,479	57,755	65,145	72,648	79,925	89,473	114,145	138,132
<b>6th pay point</b>	52,185	59,461	66,623	74,353	81,516	91,407	117,669	140,520
<b>7th pay point</b>						97,546	125,286	148,704
<b>Max Guidepoint</b>						104,139	133,471	157,345

**Table 4: Year 3 increase, 2% increase**

	<b>APS1</b>	<b>APS2</b>	<b>APS3</b>	<b>APS4</b>	<b>APS5</b>	<b>APS6</b>	<b>EL 1</b>	<b>EL 2</b>
<b>Min Guidepoint</b>	46,154	52,997	58,911	66,448	74,101	81,524	105,527	128,835
<b>1st pay point</b>	46,850	53,924	60,418	68,071	75,376	83,495	107,730	130,923
<b>2nd pay point</b>	47,546	54,967	62,042	69,347	77,117	85,350	109,819	133,474
<b>3rd pay point</b>	48,590	56,012	63,433	71,087	78,508	87,436	112,137	136,025
<b>4th pay point</b>	49,980	57,288	65,057	72,479	80,016	89,292	114,108	138,344
<b>5th pay point</b>	51,489	58,911	66,448	74,101	81,524	91,263	116,428	140,895
<b>6th pay point</b>	53,229	60,651	67,956	75,841	83,147	93,236	120,023	143,331
<b>7th pay point</b>						99,497	127,792	151,679
<b>Max Guidepoint</b>						106,222	136,141	160,492

**Table 5: Casual COMCAR Driver increases**

<b>Per hour (incorporating casual loading)</b>	<b>Current rates</b>	<b>Year 1 # 2% increase</b>	<b>Year 2 2% increase</b>	<b>Year 3 2% increase</b>
<b>Monday to Friday rate</b>	\$36.70	\$37.43	\$38.18	\$38.94
<b>Weekend &amp; public holiday rate</b>	\$47.87	\$48.83	\$49.81	\$50.81
<b>Special Duties rate Monday to Friday</b>	\$44.04	\$44.92	\$45.82	\$46.74
<b>Special Duties rate Weekend &amp; public holiday</b>	\$57.44	\$58.59	\$59.76	\$60.96

# First full pay following commencement of the Agreement

**Table 6: Ongoing Drivers base salary**

<b>Base salary</b>	<b>Current rates</b>	<b>Year 1 # 2% increase</b>	<b>Year 2 2% increase</b>	<b>Year 3 2% increase</b>
<b>Pool Driver</b>	\$56,543	\$57,674	\$58,828	\$60,005
<b>Supervising Driver</b>	\$60,443	\$61,652	\$62,886	\$64,144

# First full pay following commencement of the Agreement

**Table 7: Ongoing Drivers allowances**

<b>Allowance</b>	<b>Current rates</b>	<b>Year 1 # 2% increase</b>	<b>Year 2 2% increase</b>	<b>Year 3 2% increase</b>
<b>National Flexibility Allowance (NFA)</b>	\$9,703	\$9,898	\$10,096	\$10,298
<b>State/Territory Allowance component of NFA</b>	\$3,922	\$4,001	\$4,082	\$4,164
<b>National Flexibility Allowance total</b>	\$13,624	\$13,897	\$14,175	\$14,459
<b>Dedicated Driver Allowance (inclusive of State/Territory Allowance where applicable)</b>	\$20,285	\$20,691	\$21,105	\$21,528

# First full pay following commencement of the Agreement

## **Attachment B - Consultation**

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

### *Major change*

2. For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
4. If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
5. As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
9. In this term, a major change is ***likely to have a significant effect on employees*** if it results in:

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

*Change to regular roster or ordinary hours of work*

10. For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
12. If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
13. As soon as practicable after proposing to introduce the change, the employer must:
  - (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
16. In this term: relevant employees means the employees who may be affected by a change referred to in subclause (1).



# **Attachment C – Supported Salary rates for employees with a disability**

## **1. Eligibility Criteria**

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

## **2. Supported Wage Rates**

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

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

## **3. Assessment of Capacity**

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

## **4. Lodgement of Assessment Instrument**

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

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

## **5. Review of Assessment**

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

## **6. Other Employment Conditions**

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

## **7. Workplace Adjustment**

Where the Secretary employs a person under these provisions, he or she shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area

## **8. Trial Period**

In order for an adequate assessment of the employee's capacity to be made, the Secretary may employ a person under these provisions for a trial period not exceeding 12 weeks,

except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed

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

The minimum amount payable to the employee during the trial period will be no less than \$80 per week, increased in line with decisions by the relevant Government body.

Where the Secretary and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of the assessment under clause 3.

## **Attachment D – Definitions**

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

<b>Term</b>	<b>Definition</b>
<b>Accrual year</b>	Accrual year is the period between the anniversary date of commencement and each subsequent 12 month period which will end at midnight on the preceding day before the next accrual year begins.
<b>Agreement</b>	The Department of Finance Enterprise Agreement 2015 - 2018
<b>APS</b>	Australian Public Service.
<b>Casual Employee</b>	An employee who is engaged under Section 22(2)(c) of the PS Act.
<b>COMCAR</b>	A discrete business unit within Finance that has responsibility for the provision of car-with-driver services to clients.
<b>COMCAR Driver</b>	An employee engaged to perform driving duties within COMCAR.
<b>Continuity of Service</b>	Means no break in employment from the final working day from the transferring agency to the next consecutive working day which must be the commencement date with Finance. A weekend or a public holiday is not considered a break in the continuity of service. This does not apply to Long Service Leave which will be in accordance with the <i>Long Service Leave (Commonwealth Employees) Act 1976</i> .
<b>Continuous service</b>	With the exception of continuous service for redundancy pay, which will be as set out at clause 200, 201, 237, continuous service is to be calculated in the same manner as the period which an employee has been employed continuously in Government service is calculated under the provisions of the <i>Long Service Leave (Commonwealth Employees) Act 1976</i> .
<b>Dedicated Driver</b>	An Ongoing Driver who is designated to drive for a particular Office Holder.
<b>Delegate</b>	The person delegated by the Secretary to perform functions as provided in the Finance HR Delegations and this Agreement.
<b>EL</b>	Executive Level employee.
<b>Employee</b>	A non SES employee of Finance eligible to be covered by this Agreement, and engaged under section 22 (2) (a) and (b) of the PS Act.
<b>Employer</b>	Means the Secretary of Finance, on behalf of the Commonwealth of Australia.

<b>Excess Employee</b>	<p>An employee is 'excess' when the Secretary determines:</p> <ul style="list-style-type: none"> <li>• they are identified as being included in a group of employees in Finance, comprising a greater number than is necessary for the efficient and economical working of Finance;</li> <li>• due to technological or other changes in the work methods of Finance, or structural or other changes in the nature, extent or organisation of the functions of Finance, the services of the employee cannot be effectively used; or</li> <li>• the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality, and the Secretary has determined that the employee is excess to Finance's requirements.</li> </ul>
<b>FWC</b>	Fair Work Commission
<b>FW Act</b>	<i>Fair Work Act 2009.</i>
<b>Finance</b>	The Department of Finance.
<b>HDA</b>	Higher Duties Allowance.
<b>Highest Pay Point</b>	<p>For APS 1 - 5 level employees:</p> <ul style="list-style-type: none"> <li>• the last pay point within each classification salary structure.</li> </ul> <p>For APS 6 - EL 2 level employees:</p> <ul style="list-style-type: none"> <li>• the last pay point within each classification salary structure before the Zone of Discretion.</li> </ul>
<b>Immediate Family</b>	<p>Immediate family member means:</p> <ul style="list-style-type: none"> <li>• a spouse, de facto partner(including same sex partner), child, parent, grandparent, grandchild or sibling of the employee;</li> <li>• a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.</li> <li>• fostering or traditional kinship;</li> </ul> <p>Immediate family member also includes a former de facto partner and a former spouse.</p>
<b>Manager</b>	<p>To exercise a delegation under this Agreement, a manager is an APS 6 employee or above who has another employee reporting directly to them.</p> <p>Before being approved to exercise a HR Delegation, APS 6 and EL1 employees must undertake compulsory training in exercising this function.</p>
<b>Maximum Guidepoint</b>	The highest salary available within the salary structure of the APS 6 - EL 2 classifications.
<b>Medical Evidence</b>	A certificate or report or document provided by a Registered Health Practitioner or a statutory declaration made by the employee.
<b>Minimum Guidepoint</b>	The base and commencement salary point for each classification salary structure.

<b>Non-ongoing Employee</b>	An employee who is not ongoing, and is employed for a specified term or for the duration of a specified task, as determined by section 22(2b) of the PS Act.
<b>Ongoing Driver</b>	A COMCAR Driver engaged under section 22 (2) (a) of the PS Act.
<b>Ordinary hours</b>	For full time employees, 7 hours and 30 minutes per day (37.5 hours per week) or, for part-time employees, the hours specified in their part-time work agreement.
<b>Pay Point Advancement</b>	The movement through the pay points within the salary range for a classification.
<b>PS Act</b>	The <i>Public Service Act 1999</i> .
<b>PSSap</b>	Public Sector Superannuation accumulation plan.
<b>Registered Health Practitioner</b>	Means a health practitioner registered by <a href="#">The Australian Health Practitioner Regulation Agency</a> .
<b>Salary</b>	An employee's base rate of pay, excluding employer-paid superannuation.
<b>Secretary</b>	The person performing the functions of Agency Head of Finance.
<b>TOIL</b>	Time Off In Lieu.
<b>Zone of Discretion</b>	The Salary zone between the Highest Pay Point and the Maximum Guidepoint in the relevant APS 6 - EL 2 classification salary range.



**Australian Government**  
**Department of Finance**

Our Ref: SEC0012999

**Rosemary Huxtable PSM**  
**Acting Secretary**

Commissioner Lee  
Fair Work Commission  
11 Exhibition Street  
MELBOURNE VIC 3001

**AG2015/7527 - application for approval of the Finance Enterprise Agreement 2015–2018 (the Agreement)**

Dear Commissioner

I refer to the Commission's email of 6 January 2016.

Finance provides the following undertaking in respect of the issues raised in the email. This undertaking applies for the life of the Agreement.

Payment to casual COMCAR drivers on public holidays

Finance undertakes that casual COMCAR drivers will be paid the higher of the following rates, as varied from time to time, for work performed on public holidays:

- the rate applicable pursuant to clauses 15.3(c)(ii), and A.7 of Schedule A, of the *Australian Public Service Enterprise Award 2015*; or
- the rate applicable pursuant to clause 33.1(d), and Table 5 of Attachment A, of the Agreement.

Minimum hours of duty for casual COMCAR drivers

Finance undertakes that, in lieu of the minimum hours of duty for casual COMCAR drivers set out in clause 33.2(b) of the Agreement, the following will apply:

*When requested to work on any given day, a Casual Driver will be called in and paid for a minimum of three hours.*

Yours sincerely

A handwritten signature in black ink, appearing to read 'R. Huxtable', written over a horizontal line.

Rosemary Huxtable  
Acting Secretary

15 January 2016