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**AUSTRALIAN PUBLIC SERVICE COMMISSION**  
**CERTIFIED AGREEMENT 2003 – 2006**

*Building Our Capability: People and Performance*

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**ARRANGEMENT  
OF  
AGREEMENT**

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# **PART A**

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## **INTRODUCTION AND FORMAL ACCEPTANCE OF AGREEMENT**

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**PART A INTRODUCTION AND FORMAL ACCEPTANCE OF AGREEMENT**

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**BACKGROUND**

A.1 This is an Agreement under s170LK of the *Workplace Relations Act 1996*.

A.2 The Agreement addresses:

- technical requirements of the Workplace Relations Act;
- requirements of the AIRC under relevant rules and regulations;
- policy requirements of the Government;
- Commonwealth laws which create entitlements for employees;
- Awards relevant to the APS;
- matters from previous certified agreements;
- employee consultation feedback; and

is consistent with the public service employment framework.

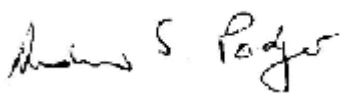
A.3 The intention behind the format and drafting of various terms within the document has been to assist the Commissioner in meeting the obligations under the Workplace Relations Act to fully explain the terms of the proposed Agreement to employees.

A.4 This Agreement is to be referred to the AIRC for certification.

## FORMAL ACCEPTANCE OF THIS AGREEMENT AND SIGNATORIES

### A.5 **Employer**

Signed for, and on behalf of, the Commonwealth by the Public Service Commissioner<sup>1</sup>

Signed 

Name: Andrew Podger

Agency: Australian Public Service Commission

### A.6 **Elected Employee Representatives**

Signed for, and on behalf of, employees whose employment is subject to this Agreement, by their representatives on the Australian Public Service Commission Workplace Relations Committee:

Signed 

Name: LUKE MARKS

Signed 

Name: JUDY DUFF

Signed 

Name: STACEY SHANNON

This Agreement was certified by the Australian Industrial Relations Commission on 11 June 2003.

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<sup>1</sup> The Public Service Commissioner is the Agency Head of the APS Commission by virtue of s40(3)(b) of the Public Service Act.

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**PART B**

**PURPOSE AND OBJECTIVES**

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## **PART B                      PURPOSE AND OBJECTIVES**

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### **TITLE**

B.1      This Agreement shall be known as the *Australian Public Service Commission Certified Agreement 2003 – 2006*.

### **PURPOSE**

B.2      The purpose of this Agreement is to support the achievement of the APS Commission's mission by:

- fostering a culture that will maximise the APS Commission's performance and its service to clients; and
- promoting a satisfying, healthy and rewarding work environment for its staff.

### **OBJECTIVES**

B.3      The shared objectives of this Agreement are to:

- provide productivity-based remuneration consistent with achieving secure employment and avoiding arbitrary job reductions;
- ensure that individual advancement is tied to formal assessment of performance and value of work performed;
- enable career development in a broadbanded classification structure;
- provide flexibility in workplace arrangements, working hours and leave;
- encourage a balance between work, family and personal commitments;
- promote a safe and healthy workplace;
- promote a consultative and co-operative approach to workplace issues;
- promote rewarding jobs; and
- increase organisational productivity and efficiency.

### **OUR MISSION, ROLE AND DIRECTION**

B.4      The persons bound by this Agreement take the opportunity in this Agreement to:

- reinforce staff and organisational alignment to the directions of the *APS Commission Corporate Plan 2002-03 & Beyond*; and
- commit to the following statement of the mission, role and direction of the APS Commission.

## **APS Commission's Mission**

To promote a values-based APS, foster organisational performance, and evaluate the state of the Service.

## **APS Commission's Role**

Our vision is to be recognised by Government, Parliament and the APS for our valuable contribution to a confident, high quality and sustainable APS.

Consistent with this Vision, the *Outcome* sought by the Government from Commission activities is an Australian Public Service in which agencies:

- maximise Australia's position in a global environment by ensuring that we are future focussed and actively seek the changes that will guarantee our national future;
- provide innovative, professional and impartial public interest policy advice to Government;
- provide the best service to Australians taking into account quality, accessibility and cost; and
- achieve a culture based on the APS Values.

In today's devolved APS environment, our contribution to this *Outcome* is in providing a supportive policy and legislative framework, facilitating leadership and capability development, promoting better practice and evaluating progress. As spelt out in the Public Service Act, our role is to:

- promote the APS Values and Code of Conduct and evaluate agency systems and performance in this area;
- develop, promote, review and evaluate APS employment policies and practices;
- facilitate continuous improvement in people management throughout the APS;
- coordinate and support APS-wide learning and career development;
- foster leadership in the APS;
- provide advice and assistance on public service matters to agencies on request;
- provide external review of actions by the Merit Protection Commissioner; and

- advance SES employment matters.

### **Organisation: Desired Characteristics**

The aim of the APS Commission is to be an agency that:

- models the APS Values;
- is recognised as expert in its field and clearly understands and anticipates the challenges facing the APS;
- is strongly focused on quality, performance and adaptability;
- models continuous improvement and examples of good practice;
- has clearly understood priorities and a focused work program;
- establishes and develops productive working relationships and communicates effectively and influentially with all its clients;
- fully implements electronic production of publications and continues to increase its use of online service delivery;
- is committed to the development of the organisation and its people to achieve its mission;
- is flexible and adaptable both in its culture and structures to allow it to move quickly to meet changing priorities; and
- has a collegiate team-based approach with effective co-operation and communication and relationships based on consultation and trust.

### **People: Desired Characteristics**

All people working in the APS Commission:

- commit to, and work positively and constructively within, the APS Commission's role and functions;
- are innovative and rigorous, have sound judgement and respond quickly to achieve quality output;
- have broadly based skills, and/or can provide technical expertise where necessary and are able to learn and adapt;
- are willing to accept opportunities to move within the APS Commission to meet changing needs and priorities;

- build constructive and productive relationships both internally and externally; and
- contribute to team based work in a participative and collegiate manner.

## **OUR VALUES**

B.5 The persons bound by this Agreement agree to uphold and promote the following APS Values which are incorporated in the Public Service Act:

- the APS is apolitical, performing its functions in an impartial and professional manner;
- the APS is a public service in which employment decisions are based on merit;
- the APS provides a workplace that is free from discrimination and recognises and utilises the diversity of the Australian community it serves;
- the APS has the highest ethical standards;
- the APS is openly accountable for its actions, within the framework of Ministerial responsibility to the Government, the Parliament and the Australian public;
- the APS is responsive to the Government in providing frank, honest, comprehensive, accurate and timely advice and in implementing the Government's policies and programs;
- the APS delivers services fairly, effectively, impartially and courteously to the Australian public and is sensitive to the diversity of the Australian public;
- the APS has leadership of the highest quality;
- the APS establishes workplace relations that value communication, consultation, co-operation and input from employees on matters that affect their workplace;
- the APS provides a fair, flexible, safe and rewarding workplace;
- the APS focuses on achieving results and managing performance;
- the APS promotes equity in employment;
- the APS provides a reasonable opportunity to all eligible members of the community to apply for APS employment;
- the APS is a career-based service to enhance the effectiveness and cohesion of Australia's democratic system of government;
- the APS provides a fair system of review of decisions taken in respect of APS employees.

## **OUR CODE OF CONDUCT**

B.6 The persons bound by this Agreement agree to uphold and promote the Code of Conduct which is incorporated into the Public Service Act and which requires that employees must:

- behave honestly and with integrity in the course of APS employment;

- (2) act with care and diligence in the course of APS employment;
- (3) when acting in the course of APS employment, treat everyone with respect and courtesy, and without harassment;
- (4) when acting in the course of APS employment, comply with all applicable Australian laws;
- (5) comply with any lawful and reasonable direction given by someone in the APS Commission who has authority to give the direction;
- (6) maintain appropriate confidentiality about dealings that the employee has with any Minister or Minister's member of staff;
- (7) disclose, and take reasonable steps to avoid, any conflict of interest (real or apparent) in connection with APS employment;
- (8) use Commonwealth resources in a proper manner;
- (9) not provide false or misleading information in response to a request for information that is made for official purposes in connection with the employee's APS employment;
- (10) not make improper use of inside information, or their duties, status, power or authority in order to gain, or seek to gain, a benefit or advantage for themselves or any other person;
- (11) at all times behave in a way that upholds the APS Values and the integrity and good reputation of the APS;
- (12) while on duty overseas, at all times behave in a way that upholds the good reputation of Australia; and
- (13) comply with any other conduct requirement that is prescribed by the Public Service Regulations.

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**PART C**

**TECHNICAL AND GENERAL**

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## **PART C**

## **TECHNICAL AND GENERAL**

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### **PERSONS BOUND**

- C.1 The persons bound by this Agreement are:
- the Public Service Commissioner, on behalf of the Commonwealth; and
  - the employees of the APS Commission engaged under the Public Service Act whose employment is covered by this Agreement; and
  - any organisation that is, by order of the AIRC under subsection 170M(3) of the Workplace Relations Act bound by this Agreement.

### **COVERAGE**

- C.2 Subject to clause C.3, employees within the APS Commission engaged under the Public Service Act are covered by this Agreement.
- C.3 For this Agreement employees of the APS Commission do not include:
- employees substantively performing duties in the Senior Executive Service; or
  - an employee who is a party to an AWA made before, on or after the date of this Agreement; or
  - an employee whose salary is not paid or funded by the APS Commission.

### **COMMENCEMENT AND DURATION**

- C.4 This Agreement will commence operation on certification by the AIRC.
- C.5 The nominal expiry date of this Agreement is 3 years from the date of certification by the AIRC.
- C.6 The APS Commission agrees to commence consultations with employees and, where they choose, their representatives on a replacement Agreement no later than 9 months before the nominal expiry date of this Agreement.

### **VARIATION OF AGREEMENT**

- C.7 The persons bound by this Agreement acknowledge that this Agreement may be varied. In the event that variations to this Agreement are considered necessary, application will be made to the AIRC to vary this Agreement in accordance with section 170MD of the Workplace Relations Act. Any variations will be consistent with the *Policy Parameters for Agreement Making in the Australian Public Service*, as amended from time to time.

## **COMPREHENSIVE AGREEMENT**

- C.8 It is agreed that this Agreement displaces the *Australian Public Service Award 1998* as varied from time to time.
- C.9 It is agreed that this Agreement displaces:
- (a) the *Continuous Improvement in the Australian Public Service Enterprise Agreement: 1995-96*; and
  - (b) the *Public Service and Merit Protection Commission Certified Agreement 2000 – 2003* and the Agreements displaced by that Agreement.
- C.10 It is acknowledged that employment is subject to the provisions of Acts (and regulations and instruments made under those Acts) including the:
- Long Service Leave (Commonwealth Employees) Act 1976;*
- Maternity Leave (Commonwealth Employees) Act 1973;*
- Occupational Health and Safety (Commonwealth Employment) Act 1991;*
- Public Service Act 1999;*
- Safety, Rehabilitation and Compensation Act 1988;*
- Superannuation Act 1976;*
- Superannuation Act 1990;*
- Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- Superannuation (Productivity Benefit) Act 1988;* and
- Workplace Relations Act 1996.*

## **AUSTRALIAN WORKPLACE AGREEMENTS**

- C.11 Any APS Commission employee may initiate discussions regarding an AWA at any time and the Public Service Commissioner may enter into AWAs with employees covered by this Agreement. Those AWAs may either operate to the exclusion of this Agreement or prevail over those terms to the extent of any inconsistency, as specified in each AWA.

## **DELEGATION**

- C.12 The Commissioner may, in writing, delegate any of the Commissioner's powers or functions under this Agreement (other than under this clause).
- C.13 A person exercising powers or functions under this clause must comply with any directions of the Commissioner.

## INTERPRETATION AND DEFINITIONS

C.14 “Action” includes a refusal or failure to act.

“Agreement” means Australian Public Service Commission Certified Agreement 2003-2006.

“AIRC” means Australian Industrial Relations Commission.

“APS” means Australian Public Service.

“APS Commission” means Australian Public Service Commission.

“AWA” means Australian Workplace Agreement as defined in the Workplace Relations Act.

“Commissioner” means Public Service Commissioner.

“Consultation” means:

- participation contributing to the decision-making process, not only in appearance but in fact;
- providing, wherever possible, all relevant information to employees about impending changes or decisions or other issues that will impact on them so that they are able to meaningfully participate in debate;
- in making decisions, considering expressed views and explaining how decisions are made and views were considered; and
- giving appropriate feedback.

“Employee” means “APS employee” (whether full-time or part-time) within the meaning of the Public Service Act.

“Executive” means the Commissioner, the Deputy Public Service Commissioner and the Merit Protection Commissioner.

“Family” means a person who:

- is related by blood or by marriage to the employee;
- has a strong affinity with the employee;
- who stands in a bona fide domestic or household relationship with the employee without discrimination as to sexual preference;
- is a child or an adopted child of the employee; or
- is a child or an adopted child of the person who stands in a bona fide domestic or household relationship with the employee.

“Group” means a major organisational unit within the APS Commission that includes the term Group in its name.

“Group Manager” means the employee responsible for a work unit described as a Group within the APS Commission.

“HR/WR Adviser” means the person performing the duties of Human Resources/Workplace Relations Adviser within the APS Commission.

“OH&S Committee” means Occupational Health and Safety Committee.

“Public Service Act” means the *Public Service Act 1999* as amended from time to time.

“Union” means Community and Public Sector Union.

“Workplace Relations Act” means the *Workplace Relations Act 1996* as amended from time to time.

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## **PART D**

### **REMUNERATION AND STRUCTURES**

#### **Section 1: Remuneration**

#### **Section 2: Classification Structure**

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## **PART D: REMUNERATION AND STRUCTURES**

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### **SECTION 1: REMUNERATION**

#### **PRODUCTIVITY INITIATIVES**

- D.1 Employees commit to identifying, implementing and demonstrating productivity gains during the life of this Agreement including, but not limited to:
- full implementation of significant information technology initiatives that will lead to increases in productivity and in the provision of additional and better services to clients, including improved communication with clients and understanding of their needs;
  - greater and more effective use of electronic service delivery;
  - use of the workforce planning initiative to provide a better and more timely understanding of the APS Commission's capability requirements and development of their own capability consistent with APS Commission priorities;
  - better management of people, better use of skills and a more effective approach to staff feedback;
  - development of stronger financial budgeting, monitoring and reporting systems and skills;
  - development of Group productivity improvement plans; and
  - maintenance of a satisfying and rewarding workplace.
- D.2 Groups will consider their work practices and develop Group productivity improvement plans as part of the Group Business Planning process.
- D.3 The productivity gains must:
- produce significant one-off savings and / or sustainable ongoing savings;
  - be agreed by the Executive, following advice from Groups as being in line with operational requirements and responsibilities having regard to the needs of employees; and
  - be capable of implementation within the life of this Agreement or be capable of contributing to the development of a successor Agreement.

## **SALARY RATES**

- D.4 The salary rates provided for by the *Public Service and Merit Protection Commission Certified Agreement 2000 – 2003* continue to apply until 30 June 2003.
- D.5 Annual salary ranges and pay points to apply from 1 July 2003 are set out in Appendix 1.
- D.6 Subject to this Agreement, from 1 July 2003, salary increases may be achieved by:
- performance based salary advancement through pay points based on productivity; and
  - annual general salary increases.
- D.7 Employees are also eligible to receive performance bonus payments in accordance with the APS Commission's Performance Appraisal Scheme at Appendix 2.
- D.8 The Performance Appraisal Scheme includes rules about eligibility for performance based salary advancement and performance bonus payments including the qualifying period.

## **TRANSITION TO SALARY POINTS**

- D.9 On 1 July 2003, an employee will move to the next pay point above their current salary specified in Appendix 1.
- D.10 All staff will maintain their Service-wide classification relativity.

## **PERFORMANCE BASED SALARY ADVANCEMENT**

- D.11 An ongoing employee who is eligible for assessment and review of remuneration in accordance with the APS Commission's Performance Appraisal Scheme will be eligible for performance based salary advancement through pay points on 1 July 2004 and 2005 in accordance with clauses D.12 to D.14.
- D.12 Subject to clause D.13, on 1 July 2004 and 1 July 2005 an eligible ongoing employee who is below the maximum pay point of their substantive classification or substantive broadbanded classification, will be eligible for progression to the next highest pay point within their substantive classification in accordance with Appendix 2.

D.13 Progression through the pay points will be as follows:

Pay Point 1 Entry level salary	Entry level salary and advance to next pay point if performance is rated 3 or more.
Pay Point 2	Advance to next pay point if performance is rated 3 or more.
Pay Point 3	Advance to next pay point if work being performed is at the maximum work level standard for the classification and performance is rated 3 or more.
Pay Point 4	Advance to top pay point if work being performed is at the maximum work level standard for the classification and performance is assessed as being sustained at a very high level, at least 4's.
Pay Point 5	Top pay point.

D.14 No pro rata arrangements apply in relation to salary advancement so that where an eligible employee achieves a performance rating entitling them to advancement in accordance with the preceding clause, notwithstanding that they have not performed duty for 12 months at their current classification, the employee will receive full advancement to the next salary point.

#### **ANNUAL GENERAL SALARY INCREASES**

D.15 In recognition of their commitment to this Agreement and associated productivity initiatives, all employees will be eligible for an increase in salary on 1 July 2003, 2004 and 2005.

D.16 No qualifying period applies in relation to an employee's eligibility to receive the annual general salary increase.

D.17 The rate of increase to which all employees will be eligible is:

On 1 July 2003: 2.5%

On 1 July 2004: 3%

On 1 July 2005: 2.5%

D.18 The percentage amount provided for in the preceding clause in relation to 1 July 2005:

- will be increased to take into account any shortfall where the salary cost associated with this Agreement, between 1 July 2003 and 1 July 2005, is below 12%; and

- may be increased if additional demonstrated productivity gains are identified within the APS Commission. The productivity gains must:
  - produce significant one-off savings and / or sustainable ongoing savings;
  - be agreed by the Executive, following advice from Groups and the Workplace Relations Committee, as being in line with operational requirements and responsibilities having regard to the needs of employees;
  - be capable of implementation within the life of this Agreement or be capable of contributing to the development of a successor Agreement.

The increase referred to in this clause will be up to 1%.

### **PERFORMANCE BONUS PAYMENTS**

- D.19. The Performance Appraisal Scheme at Appendix 2 provides the basis for determining bonus payments for employees in respect of 1 July 2003, 1 July 2004 and 1 July 2005.
- D.20 The amounts of bonus payable in respect of 1 July 2003, 2004 and 2005 are:

	<b>4 Rating</b>	<b>5 Rating</b>
APS 1-6	\$1200	\$2400
EL1	\$1500	\$3000

Performance bonuses will not count as salary for any purpose.

- D.21 Pro rata arrangements, as described in Appendix 2, apply to performance bonus payments.

### **PAYMENT OF SALARY**

- D.22 Employees will be paid fortnightly and the fortnightly rate of pay will be based on the following formula:

$$\text{Fortnightly pay} = \frac{\text{Annual Salary} \times 12}{24}$$

### **METHOD OF PAYMENT**

- D.23 Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution account of their choice allowing for reasonable disbursements or deductions at the request of the employee.

## **FLEXIBLE REMUNERATION**

D.24 Access to the APS Commission Flexible Remuneration Scheme as varied from time to time will be available to all employees covered by this Agreement.

Where employees take up the option of flexible remuneration packaging on a 'salary sacrifice' basis, the employee's salary for purposes of superannuation, severance and termination payments [and any other purpose] will be determined as if the salary sacrifice arrangement had not been entered into.

## **WORKPLACE GIVING**

D.25 The APS Commission will put in place arrangements for employees to enter into a workplace giving arrangement, consistent with APS Commission Guidelines, to enable them to donate money on a regular basis to a charity or organisation that is entitled to receive tax deductible donations.

## **SALARY ON ENGAGEMENT OR PROMOTION**

D.26 Where an employee is engaged (either on an ongoing or a non-ongoing basis) or is promoted within or to the APS Commission, salary will be payable at the minimum point of the APS Commission salary range applicable to the classification of the employee, unless the Commissioner authorises payment of salary above the minimum point in that salary range, having regard to:

- the experience, qualifications and skills of the employee;
- work level standards; and
- the nature of the duties which are to be assigned to the employee.

D.27 An employee to whom clause D.26 applies may discuss salary with the Commissioner before taking up the assigned duties.

D.28 Where, at the time of engagement, an employee's salary is set at an incorrect salary point within the applicable salary range, the Commissioner may authorise in writing the payment of the employee's salary at the correct salary point.

## **SALARY ON ASSIGNMENT WITHIN OR MOVEMENT TO THE APS COMMISSION AT THE SAME CLASSIFICATION**

D.29 Where an employee is assigned new duties within, or moves to, the APS Commission at the employee's existing classification, salary will be payable at the point of the APS Commission salary range determined by the Commissioner having regard to:

- the experience, qualifications and skills of the employee;

- the salary payable to the employee in respect of the duties they performed before the new duties were assigned or they were moved;
- work level standards; and
- the nature of the duties which are to be assigned to the employee.

**SALARY ON TEMPORARY ASSIGNMENT TO THE APS COMMISSION FROM ANOTHER AGENCY AT A HIGHER CLASSIFICATION**

D.30 Where an employee from another Agency (the other Agency) is temporarily assigned duties in the APS Commission either in a higher classification or in a part of a broadband that has a higher equivalent APS classification than the duties performed by the employee in the other Agency, salary will be payable at the minimum point of the applicable APS Commission salary range unless the Commissioner authorises payment of salary above the minimum point in that salary range, having regard to:

- the experience, qualifications and skills of the employee;
- the salary payable to the employee in respect of the duties they performed in the other Agency;
- work level standards; and
- the nature of the duties which are to be assigned to the employee.

**SALARY ON TEMPORARY ASSIGNMENT WITHIN THE APS COMMISSION**

D.31 Where an employee is temporarily assigned duties either with a higher classification or at a higher level within a broadband for a continuous period of three months or more or a shorter period which is then extended to or beyond three months, the employee will be paid at the salary point determined in accordance with clause D.32 in the range attaching to the higher APS classification or the higher level within the broadband. Where the initial period is continuous for three months or more payment will commence immediately. Where a shorter period is extended to or beyond three months payment will be made once the period reaches or exceeds three months and will be backdated to the date of commencement of the temporary assignment.

D.32 The level of salary payable to employees under clause D.31 will be at the minimum point of the salary range applicable to that classification or to that part of the broadband unless the Commissioner determines otherwise following a recommendation from the Group Manager of the Group in which the employee will be performing the temporarily assigned duties.

D.33 Where an employee is temporarily assigned duties applicable to a higher APS classification or to a higher part of the broadband the employee may discuss any salary issues with the Commissioner before taking up the new duties.

D.34 All periods of temporary assignment, paid or unpaid, will be recorded on Aurion<sup>2</sup>.

### **SALARY ON REDUCTION TO DUTIES WITH A LOWER CLASSIFICATION**

D.35 Where the classification of an employee is reduced, on either a temporary or ongoing basis, salary will be determined by the Commissioner having regard to:

- the experience, qualifications and skills of the employee;
- the salary payable to, and classification of, the employee in respect of the duties they performed before the new duties were assigned to the employee;
- the classification of the employee in relation to the new duties; and
- work level standards.

D.36 An employee's reduced salary will take effect after the expiration of an income maintenance period determined under Part H of this Agreement (*Workforce Adjustment*).

### **RATE OF SALARY - REGULAR PART-TIME EMPLOYMENT**

D.37 Unless agreed otherwise between the employee and the APS Commission, where an employee is employed for an agreed number of regular hours per week which is less than the ordinary hours of duty specified in this Agreement, the employee shall receive, on a pro rata basis, equivalent pay and conditions to those of a full-time employee.

D.38 In relation to expense related allowances, an employee to whom clause D.37 applies will receive entitlements specified in the relevant clauses of this Agreement.

### **RATE OF SALARY - ENGAGEMENT FOR DUTIES THAT ARE IRREGULAR OR INTERMITTENT**

D.39 Where an employee, whether ongoing or non-ongoing, does not work a regular number of hours per settlement period, or performs duties on an intermittent basis, the employee may be paid a 15% loading in recognition of the irregular nature of such work.

D.40 An employee paid a 15% loading in accordance with clause D.39 is not entitled to any payment in relation to any form of leave under this Agreement or public holidays or Christmas close-down.

### **TRANSITIONAL**

D.41 Despite clause J.30, where, at the time this Agreement comes into effect, an employee works a regular pattern of hours of work but is in receipt of a 15% loading, such an employee shall continue to be paid a 15% loading and is not entitled to payment in relation to any form of leave under this Agreement or

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<sup>2</sup> The APS Commission's HR Information System

public holidays and Christmas close-down until the expiry or his or her current engagement.

### **JUNIOR RATES**

D.42 Junior rates of pay as a percentage of the APS 1 equivalent minimum adult rate of pay will apply as follows:

Under 18 years	-	60%
at 18 years	-	70%
at 19 years	-	81%
at 20 years	-	91%

### **CADET RATES**

D.43 Cadet rates of pay as a percentage of the APS 1 equivalent minimum adult rate of pay will apply as follows:

Practical training @ 100%

Full-time study @ 57%

Junior rates of pay apply to both practical training and full-time study rates for cadets.

When the Commissioner is satisfied that the course of training has been successfully completed, the Cadet APS will be allocated a classification in accordance with the Classification Rules and the Commissioner may determine a salary within the applicable range.

### **GRADUATE RATES**

D.44 A Graduate APS will be required to undertake a course of training determined by the Commissioner. While undertaking training, a Graduate APS will be paid salary at a salary level within the APS1/2 broadband as determined by the Commissioner. When the Commissioner is satisfied that the course of training has been successfully completed, the Graduate APS will be allocated a classification in accordance with the Classification Rules and the Commissioner may determine a salary within the applicable range.

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## **PART D: REMUNERATION AND STRUCTURES**

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### **SECTION 2: CLASSIFICATION STRUCTURE<sup>3</sup>**

#### **CLASSIFICATION STRUCTURE**

D.45 The APS Commission classification structure will continue, which, below the SES, consists of the following:

- EL 2
- EL 1
- APS 5/6 broadband
- APS 3/4 broadband
- APS 1/2 broadband

D.46 An employee may be promoted in accordance with the usual promotion procedures from one broadbanded level to a higher broadbanded level in the APS Commission e.g. APS 3/4 to APS 5/6.

D.47 Movement through a broadband within the APS Commission may occur in the following ways:

- on the basis of review in accordance with the APS Commission Performance Appraisal Scheme in the employee's current position; or
- by the assignment of new duties which reflect a higher work level standard within a broadband.

#### **REVIEW OF JOBS AGAINST WORK LEVEL STANDARDS**

D.48 The Executive may consider movements within the APS Commission's broadband classification and EL classification structure on the basis of proposals from Group Managers that indicate significant changes in work value measured against the relevant work level standard, and in some circumstances, significant changes in the capability of individuals.

D.49 Proposals to the Executive from Group Managers for movement on the basis of significant changes in work value of a job or on the basis of significant changes in the capability of an individual will include an assessment of:

- duties performed against the Commission's Work Level Standards; and
- the capability of the relevant employee to undertake the duties having regard to experience, qualifications and skills.

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<sup>3</sup> The *Public Service Classification Rules 1999* make rules about classifications of APS employees.

- D.50 The assessment of the duties performed must address each of the factors identified under *At Maximum* in the relevant Work Level Standards for APS 1/2, 3/4 and 5/6 broadbands and for ELs.
- D.51 Movements on the basis of work value will only be considered where there have been significant and sustained changes in the work value and not on the basis of changes in work volume.

### **MOVEMENTS WITHIN BROADBANDS**

- D.52 Where a person moves to the APS Commission from another Agency they will be moved in accordance with the APS legislative framework. A movement to a part of a broadband with a higher equivalent APS classification is a promotion. Salary will be determined in accordance with clause D.26 or D.29, as appropriate.
- D.53 For the purposes of allocating an APS classification to employees within a broadband, where an employee attains a salary within a APS Commission broadband which pertains to a higher APS classification then the employee will be allocated the appropriate APS classification and will be advised accordingly. The allocation of a higher APS classification will occur at the third pay point within the broadband.

### **WORK LEVEL STANDARDS**

- D.54 The APS Commission Work Level Standards, as amended from time to time, will be used in a number of ways including in the:
- development and maintenance of the APS Commission establishment (including the broadbands);
  - development of job descriptions;
  - development of selection criteria and other selection materials;
  - setting of an employee's salary on engagement, promotion or movement to the APS Commission or assignment; and
  - learning and development strategies.

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**PART E**  
**ALLOWANCES**

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## **PART E ALLOWANCES**

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### **VARIATION OF RATE OF ALLOWANCE**

- E.1 Subject to the *Policy Parameters for Agreement Making in the APS, as amended* from time to time, the Commissioner may, following consultation with the Workplace Relations Committee, review and adjust the rates of allowance payable from time to time having regard to factors including:
- revised rates provided by the Department of Employment and Workplace Relations; and
  - the relevance and adequacy of rates in relation to APS Commission employees.

### **WORK WITHIN/OUTSIDE THE EXTENDED BANDWIDTH**

- E.2 An employee at the APS 1-6 levels who is:
- (a) directed by the Commissioner:
- to work within or outside the extended bandwidth as defined in Part J of this Agreement; or
  - in the case of a part-time employee - to work outside regular agreed hours for a continuous period of at least two hours; or
- (b) recalled to duty for urgent work requirements,
- will be entitled to a payment of \$65 and to accrue credits in their Flexbank in accordance with Part J of this Agreement. The payment of \$65 will be made through petty cash or electronic funds transfer.
- E.3 The preceding clause does not apply where an employee is undertaking official travel.<sup>4</sup>
- E.4 An employee may, with reasonable cause, decline to work within or outside the extended bandwidth or, in the case of a part-time employee, outside regular agreed hours.

### **FIRST AID**

- E.5 An employee who possesses a current First Aid Certificate and who is designated by the OH&S Committee to undertake first aid responsibilities within the APS Commission will be paid an allowance of \$16 per fortnight.

### **DEPARTMENTAL LIAISON DUTIES ALLOWANCE**

- E.6 An employee who performs Departmental Liaison duties, and attends for duty at the office of the Minister Assisting the Prime Minister for the Public Service for the whole of the ordinary hours of duty on a day, is entitled, in

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<sup>4</sup> Part J provides that employees travelling on official duty may not accrue flex credits.

respect of that day, to be paid an allowance at the annual rate of \$12,500. This allowance will be increased in line with APS Commission annual salary increases (based on a rating of 3).

## **MOTOR VEHICLE**

- E.7 Where the Commissioner considers that it will result in greater efficiency or involve less expense, the Commissioner may authorise an employee, who has agreed to do so, to use a private car owned or hired by the employee at their own expense for official purposes.
- E.8 Where so authorised, an employee will be entitled to a motor vehicle allowance in accordance with the following table:

<b>ENGINE CAPACITY (Non-Rotary)</b>	<b>RATE IN CENTS PER KILOMETRE</b>
Above 2600cc	60
1601 to 2600cc	59
1600cc and under	49

## **TRAVELLING**

- E.9 An employee who is required to be absent overnight from their usual place of work on official business within Australia will have costs of hotel/motel accommodation (inclusive of government taxes and charges) met up to a maximum of \$150 per night. There may be occasions where additional accommodation costs will be incurred.<sup>5</sup> Reimbursement of these costs will require the prior approval of the Commissioner.
- E.10 A rate of travelling allowance as set out in clauses E.11 to E.13 in respect of meal(s) and incidental expenses will be payable to an employee who undertakes travel on official business away from their usual place of work and the allowance is in addition to the cost of conveyance, usually paid through the cabcharge arrangements.
- E.11 An employee who is required to be absent overnight from their usual place of work on official business will be paid an allowance for meals and incidental expenses of \$85 in respect of each overnight absence. This amount is comprised of \$20 for breakfast, \$20 for lunch and \$30 for dinner. There is also an incidentals component of \$15.

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<sup>5</sup> Travelling allowance, as is the case with other allowances provided for in this Part, may be reviewed during the life of the Agreement in accordance with clause E.1.

- E.12 An employee who is required to be absent from their usual place of work on official business for a period longer than 10 hours but is not absent overnight will be paid an allowance for meals and incidental expenses of \$40.
- E.13 Where an employee is required to be absent from their usual place of work on official business in excess of 34 hours but is not required to be absent for a further night the employee will be entitled to payment of an allowance in accordance with clause E.12 plus the following amounts in respect of absence from their usual place of work on the last day:
- \$15 in respect of incidental expenses; and
  - where meal expenses are incurred away from home because of the required absence:
    - \$20 in respect of breakfast expenses - 6.00 a.m. – 8.00 a.m.
    - \$20 in respect of lunch expenses - Noon – 2.00 p.m.; and
    - \$30 in respect of dinner expenses - 6.00 p.m. – 8.00 p.m.
- E.14 Where an employee is required to be absent from their usual place of work on official business and is provided with a meal at official expense, and the employee would otherwise be entitled to an allowance calculated in accordance with clauses E.11 to E.13, the allowance will be reduced by the relevant amount identified in clause E.11 for each meal so provided.
- E.15 Where an employee is required to be absent from their usual place of work on official business and is provided with accommodation and all meals, the employee will only be entitled to a payment of \$15 per overnight absence in recognition of incidental expenditure.
- E.16 The payment of travelling allowance will be made through electronic funds transfer.
- E.17 An employee required to travel on official business overseas will be provided with a corporate credit card or a cash advance, that is to be acquitted, to meet reasonable accommodation, meal and incidental expenses (e.g. airport taxes, telephone calls to maintain contact with family). The cash advance will be administered on a case-by-case basis having regard to issues such as accepted processes for the payment of accounts in the country being visited and projected expenses where payment by credit card is not an option.

## **REVIEW OF TRAVELLING ALLOWANCE**

- E.18 After an employee has resided in the one locality for a period of 21 days, a reviewed allowance which is equal to the amount expended on accommodation, meals and incidentals, or an amount which the Commissioner considers to be reasonable in the circumstances, will be payable.

## **CLASS OF TRAVEL**

- E.19 Employees are entitled to economy class when required to travel on official business within Australia.
- E.20 Business class travel may be used where an employee is required to travel on official business overseas.

## **LOSS, DAMAGE AND INDEMNITY**

- E.21 The Commissioner may approve reimbursement to an employee for loss or damage to clothing or personal effects which occurred in the course of the employee's work.

## **RELOCATION ASSISTANCE**

- E.22 The Commissioner may determine the extent of any financial assistance for relocation from one locality to another upon:
- engagement as an ongoing employee;
  - promotion within the APS Commission;
  - promotion or movement on an ongoing basis to the APS Commission;
  - temporary assignment which exceeds or is expected to exceed 12 months (or in some circumstances, a shorter period where the Commissioner considers it appropriate); or
  - assignment to new duties in accordance with Part H of this Agreement.

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**PART F**

**WORKFORCE PLANNING AND CULTURE**

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## **PART F      WORKFORCE PLANNING AND CULTURE**

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### **STRATEGIC PEOPLE MANAGEMENT**

- F.1      The APS Commission will be supportive of the outcomes of the workplace planning initiative expressed in the Workforce Planning Framework to provide a better and more timely understanding of the APS Commission's capability requirements, including effective management of corporate knowledge, development of general capabilities and broadening of some of our specialist knowledge.
- F.2      Groups will develop capability development plans (linked to individual development) as part of the business planning process.
- F.3      The APS Commission will respond to general capability needs corporately and to specialist and individual career needs through Groups.

### **WORKPLACE DIVERSITY**

- F.4      The APS Commission will continue to implement a workplace diversity program.

### **HARASSMENT-FREE WORKPLACE**

- F.5      The APS Commission will continue to implement the *Plan for a Harassment-Free Workplace in the APS Commission* and any successor Plan.

### **RECOGNITION OF FAMILY RESPONSIBILITIES**

- F.6      The APS Commission recognises the need to provide sufficient support and flexibility at the workplace to enable employees to balance work and family responsibilities.

### **EXTRA DEPENDANT CARE COSTS**

- F.7      In recognition of dependant care responsibilities, the Commissioner may authorise reimbursement of reasonable expenses arising from additional family care arrangements made necessary where an employee is:
- required to travel away from their normal work location for business purposes; or
  - directed to work additional hours or to attend a conference or learning and development course outside the standard bandwidth or outside the employee's regular agreed hours of work.

## **HEALTH PROMOTION**

F.8 The APS Commission will promote health awareness among its staff, including through funding an annual program focusing on health and lifestyle such as:

- presentations on health and fitness; and
- health and fitness assessments for staff.

These programs may be undertaken jointly with other agencies or through provision of services to staff collectively or individually. All staff will have the opportunity to access some form of health awareness program organised and funded by the APS Commission.

## **EMPLOYEE ASSISTANCE SCHEME**

F.9 The APS Commission will provide access to a confidential, professional counselling service at no cost to employees and their families to help resolve both personal and work-related problems.

## **SKILLS RECOGNITION AND DEVELOPMENT**

F.10 Consistent with clauses F.1 to F.3, the APS Commission will identify learning and development needs of employees annually through the performance appraisal process. Induction, learning and development programs will be prepared, drawing on the work level standards, public sector competencies and other relevant material.

F.11 Progress against individual learning and development agreements will be tracked by Groups through performance appraisal discussions.

F.12 The APS Commission encourages each employee to participate in learning and development programs which will enhance the performance of duties in the APS and is supportive of an employee's participation in APS-wide courses such as the Public Sector Management Program and the Senior Women in Management Course.

### **Study Encouragement Scheme**

F.13 The APS Commission encourages its employees to undertake formal study in fields which link to the achievement of its corporate goals or which meet their career development needs.

F.14 Assistance will be provided to an employee to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses, where the study is agreed as part of an employee's individual learning and development agreement with the Commissioner.

F.15 The Commissioner may approve the grant of assistance to an employee to a maximum of either:

- 8 hours per week paid leave during a semester to travel to attend classes, undertake examinations or for other study purposes;

or

- \$1500 per calendar year.

- F.16 Notwithstanding clause F.15, the Commissioner may approve a grant of assistance to an employee which involves the grant of both types of assistance referred to in that clause and reduce the amount of each form of assistance on a pro rata basis accordingly.
- F.17 An approved student who is an Aboriginal or Torres Strait Islander undertaking part-time study may be granted paid leave up to 5 hours per week during a semester above the level of paid leave which would be granted under clause F.15.
- F.18 Employees taking study leave under clauses F.15 to F.17 may, with the agreement of the Commissioner, accumulate some or all of their unused study leave to take as a block. The timing of access to accrued study leave must be approved by the Commissioner.

### **SELECTION PROCESSES**

- F.19 The APS Commission is committed to good practice in its approach to recruitment, promotion and assignment of duties, which is consistent with the legislative framework established by the Public Service Act.
- F.20 The claims of APS Commission excess employees will be considered for vacancies at or below their substantive level prior to any decision to advertise externally.
- F.21 Despite anything in any other provision of this Agreement, the Commissioner may move, on an ongoing or other basis, a person from another APS agency to the APS Commission, provided all interested employees within the APS Commission have been provided with the opportunity to be considered, where it is practicable and appropriate to do so.

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**PART G**

**MANAGING PERFORMANCE**

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## **PART G      MANAGING PERFORMANCE**

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### **PERFORMANCE APPRAISAL**

G.1      The APS Commission Performance Appraisal Scheme is at Appendix 2. The Scheme emphasises the relationship between corporate, Group and individual responsibilities and performance as set out in the APS Commission Corporate Performance Planning and Management Framework at Appendix 3.

G.2      Key elements of the Appraisal Scheme are:

- development of performance and individual learning and development agreements;
- mid-cycle discussion of performance and development undertaken; and
- end of cycle discussion and assessment of performance.

The Appraisal Scheme sets out the specific timing of these activities.

G.3      The Executive, Group Managers and employees are committed to maximising the effectiveness of these performance management and learning and development arrangements to the benefit of both the APS Commission and employees.

### **MANAGING POOR PERFORMANCE**

G.4      Clauses G.5 to G.14 do not apply:

- to employees who are not ongoing employees;
- to employees on probation;
- where action is being taken in accordance with procedures established in accordance with section 15 of the Public Service Act for handling breaches of the Code of Conduct;
- where there is a health-related reason for the unsatisfactory performance; and
- where an essential qualification has been lost.

G.5      Performance appraisal will provide the framework for managing poor performance within the APS Commission. Performance agreements will set out individual work responsibilities and provide the basis for discussing work performance. While appraisal will operate on an annual cycle with mid-cycle discussions of performance, the Group Manager, Regional Director or employee may initiate a discussion of work performance at any time.

G.6      Where at any time, including at the end of a performance appraisal cycle, a Group Manager or Regional Director considers that an employee's work performance is unsatisfactory they will as soon as practicable advise the

employee in writing that they consider the employee's work performance is unsatisfactory and provide the employee with details about the following:

- the required standards for the duties the employee has been assigned and how the employee has failed to meet those standards;
- how the employee's performance will be assessed; and
- the possible consequences if the employee has not attained and sustained the required standards by the end of an assessment period.

G.7 The employee will have seven days to comment.

G.8 Where, having regard to the comments (if any) provided by the employee, the Group Manager or Regional Director considers it necessary, the employee's performance may be further assessed over a further assessment period.

*"Further assessment period"* means a period, not less than one month and not exceeding 3 months, determined by the Group Manager or Regional Director having regard to:

- the nature of the duties undertaken by the employee;
- the availability of the employee to undertake those duties; and
- any other relevant circumstance.

G.9 During the further assessment period the Group Manager or Regional Director will provide the employee with regular feedback on their performance.

G.10 If, at the end of the further assessment period, the employee's performance is assessed as unsatisfactory by the Group Manager or Regional Director, the Group Manager or Regional Director must provide a written report to the Commissioner on the matter together with any comments in writing (if any) the employee wishes to make in respect of the written report.

G.11 Following receipt of the report and comments (if any) the Commissioner may issue a notice of intention to do one of the following:

- terminate the employment of the employee;
- assign the employee to other duties at their current classification;
- assign to the employee duties either with a lower classification or at a lower level within a broadband having determined that those duties are appropriate to that classification or lower level within a broadband and that the employee is capable of performing those duties; or
- take other specified action that may be appropriate.

G.12 A notice issued under the previous clause may, but does not have to, indicate which of the 4 options is intended.

- G.13 The employee will have seven days to make representations why the action proposed in the notice should not be taken.
- G.14 At the end of the seven days, the Commissioner, having considered the representations (if any) submitted under clause G.13, may issue a notice of his or her decision about the action to be taken in relation to the employee.

#### **MANAGING BREACHES OF THE CODE OF CONDUCT**

- G.15 Breaches of the Code of Conduct will be dealt with under procedures established in accordance with section 15 of the Public Service Act.

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**PART H**  
**WORKFORCE**  
**ADJUSTMENT**

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## **PART H      WORKFORCE PLANNING AND ADJUSTMENT**

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### **NEW APPRENTICESHIPS AND TRAINEES**

- H.1      The Commissioner may engage a person as an apprentice or Trainee APS (Administrative).
- H.2      Where an employee undertakes an approved traineeship, the salary level applicable shall be the percentage provided for in the Workplace Relations Act of the salary level which would apply under this Agreement for the work being performed by the employee if the employee was not undertaking the traineeship<sup>6</sup>.
- H.3      For the purposes of this clause "approved traineeship" has the same meaning as in section 170X of the Workplace Relations Act.

### **GRADUATES AND CADETS**

- H.4      The Commissioner may employ a person as a Graduate APS or Cadet APS.

### **SUPPORTED SALARY**

- H.5      Supported salary rates and conditions of employment as set out in Appendix 4 shall apply to an employee with a disability who is eligible for consideration under the supported wage system.

### **CHANGING ROLE AND RESPONSIBILITIES**

- H.6      There will be occasions when it is desirable to ask people to move within the APS Commission due to changes in our role and priorities or because projects are completed. These circumstances will also occur where the APS Commission takes on new responsibilities or projects. In these circumstances the prevailing principle will be to negotiate moves with people.
- H.7      This Agreement and the *Public Service Act 1999* and Regulations provide staff with the opportunity to seek a review of certain actions that relate to their employment:
- The Agreement provides staff with an entitlement to request internal review of certain action that relates to their employment (see Part I).
  - Section 33 of the Public Service Act provides:

*An APS employee is entitled to review, in accordance with the regulations, of any APS action that relates to his or her APS employment.....*

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<sup>6</sup> The Workplace Relations Act makes provision for the determination of the percentage of salary to be paid to an employee undertaking a traineeship.

## **SEPARATION FROM THE APS<sup>7</sup>**

- H.8 An employee, other than an employee engaged for a specified term or for the duration of a specified task, is required to give a minimum of 2 weeks notice of their intention to resign or retire from the APS, except where a lesser period is agreed with their Group Manager.
- H.9 An employee engaged for a specified term or for the duration of a specified task may resign from their employment with the APS Commission subject to the employee giving a minimum of 2 weeks notice of their intention to resign except where a lesser period is agreed with their Group Manager.

## **EXCESS EMPLOYEES**

- H.10 The following provisions will apply to excess employees of the APS Commission.<sup>8</sup>
- H.11 These provisions do not apply to:
- ongoing employees who are on probation; and
  - non-ongoing employees.
- H.12 An employee is an excess employee if:
- the employee is included in a class of employees employed in the APS Commission which comprises a greater number of employees than is necessary for the efficient and economical working of the APS Commission; or
  - the services of the employee cannot be used effectively because of technological or other changes in the work methods of the APS Commission or changes in the nature, extent or organisation of the functions of the APS Commission; or
  - where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Commissioner has determined that these provisions will apply to that employee.

## **Consultation**

- H.13 When the Commissioner is aware that an employee is likely to become excess, the Commissioner will advise the employee.

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<sup>7</sup> Ongoing APS employees and non-ongoing APS employees engaged for duties that are irregular or intermittent have a unilateral right of resignation. Non-ongoing employees engaged for a specified term or for the duration of a specified task do not have such a unilateral right except as provided by this Agreement.

<sup>8</sup> Where 15 or more employees are likely to become excess, the Commissioner will comply with the provisions of sections 170CL and 170GA of the Workplace Relations Act.

- H.14 The Commissioner will hold discussions with the employee to advise them of the reasons they may become excess and to consider:
- measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below level;
  - referral to a service provider approved by the Commissioner to provide career planning and other appropriate assistance; and
  - whether voluntary retrenchment might be appropriate.
- H.15 Where the employee nominates a representative, the Commissioner will hold the discussions with the employee's representative.
- H.16 The Commissioner may, prior to the conclusion of these discussions, invite employees who are not excess employees to express interest in voluntary retrenchment, where the retrenchment of those employees would permit the redeployment of employees who are in a redundancy situation.
- H.17 The Commissioner may:
- having held the discussions referred to in clause H.14; and
  - unless the employee consents to a shorter period, not less than 4 weeks after advising the employee in accordance with clause H.13 that they are likely to become excess,
- advise the employee in writing that they are an excess employee.

### **Voluntary Retrenchment**

- H.18 Where an employee is advised that they are an excess employee in accordance with clause H.17, the Commissioner may invite the employee to accept voluntary retrenchment.
- H.19 Where the Commissioner invites an excess employee to accept voluntary retrenchment, the employee will have four weeks in which to accept the offer. Where the offer is accepted the Commissioner may approve the voluntary retrenchment but will not give notice of termination before the end of that period without the agreement of the employee.
- H.20 As soon as possible, within the four weeks referred to in clause H.19, an excess employee who is invited to accept voluntary retrenchment must be given information on:
- the amount of severance pay, pay in lieu of notice and paid up leave credits;
  - the amount of accumulated superannuation contributions;
  - options open to the employee concerning superannuation; and
  - any taxation rules applying to the various payments.

- H.21 An excess employee invited to accept voluntary retrenchment will be provided with assistance up to a total of \$850 for financial advice and career counselling.
- H.22 Only one offer of voluntary retrenchment will be made to an excess employee.

### **Period of Notice**

- H.23 Where the excess employee accepts voluntary retrenchment, the Commissioner may retrench the employee by giving the required notice of termination. The period of notice will be 4 weeks (or 5 weeks for an employee over 45 with at least 5 years of continuous service).
- H.24 Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in the Workplace Relations Act for the unexpired portion of the notice period.

### **Severance Benefit**

- H.25 An employee whose employment is terminated following their agreement to be voluntarily retrenched is entitled to be paid a severance benefit calculated in accordance with Appendix 5.

### **Accelerated Separation Option and Additional Payment**

- H.26 Where the Commissioner invites an excess employee to accept voluntary retrenchment, the Commissioner may also invite the excess employee to accept an accelerated separation option. This option provides, in addition to the severance benefit, a payment of a maximum of four weeks salary in lieu of the consideration period referred to in clause H.19 where the excess employee agrees to termination of employment, and the employment is so terminated within 14 days of receiving an offer of voluntary retrenchment. Any payment to which the employee is entitled will be equal to the balance of the four weeks period referred to in clause H.19.

### **Involuntary Retrenchment**

- H.27 Subject to clauses H.30 to H.37, the Commissioner may terminate the employment of an excess employee who has not agreed to voluntary retrenchment and has not been permanently redeployed to an ongoing position.
- H.28 The Commissioner will not terminate the employment of an excess employee if the employee has not been invited to accept an offer of voluntary retrenchment or has elected to accept an offer of voluntary retrenchment but the Commissioner has refused to approve it.
- H.29 Where an excess employee does not accept an offer of voluntary retrenchment or the accelerated separation option within one month of the offer being made, the following arrangements will apply.

## **Redeployment**

- H.30 The excess employee will be entitled to a period of retention in which they will have access to the services of a provider approved by the Commissioner to the value of \$2500 in order to assist them to be redeployed. The employee is also entitled to funding for financial advice to the value of \$850 less any amount already paid in accordance with clause H.21.
- H.31 The Commissioner will take all reasonable steps, consistent with the interests of the efficient administration of the APS Commission, to assign new duties to an excess employee's substantive classification level within the APS Commission.
- H.32 The Commissioner, after taking reasonable steps to find alternative employment at the same classification for the excess employee, may, with 4 weeks' notice, allocate a lower classification to the employee, having determined that duties appropriate to that classification are to be performed by the employee. The employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.

## **Retention Period**

- H.33 Unless the employee agrees, an excess employee will not be involuntarily retrenched unless the following retention periods have elapsed:
- 13 months where an employee has 20 or more years of service or is over 45 years of age; or
  - 7 months for other employees.
- H.34 The retention period will commence on the day the employee is advised in writing by the Commissioner, in accordance with clause H.17, that they are an excess employee.
- H.35 The retention period will be extended by any periods of certified sick leave taken during the retention period.
- H.36 Where:
- an excess employee has been receiving redeployment assistance from a service provider for two months;
  - the service provider advises that there is no reasonable prospect of redeployment in the APS; and
  - the Commissioner is satisfied that there is insufficient productive work available for the employee within the APS Commission during the remainder of their retention period,

the Commissioner may, with the agreement of the employee, terminate the employment of the employee and pay the balance of the retention period as a lump sum. This payment will be taken to include the payment in lieu of notice of termination.

H.37 For the purposes of involuntary retrenchment, the period of notice is 4 weeks (or 5 weeks notice for an employee over 45 with at least 5 years of continuous service).

**Assistance**

H.38 An excess employee will be given assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment (where such expenses are not met by the prospective employer) and will be given reasonable time off work to attend job interviews.

H.39 An excess employee required to move their household to a new locality as a result of an assignment to new duties at the same or lower classification may be entitled to reasonable expenses in accordance with Part E of this Agreement.

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**PART I**  
**WORKING RELATIONS**

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## **PART I      WORKING RELATIONS**

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### **CONSULTATION AND COMMUNICATION**

#### **Consultative Committee**

- I.1      A Workplace Relations Committee will be established, chaired by the Commissioner or representative, and comprising representatives nominated or elected by:
- employees;
  - the union; and
  - Group Managers and the Executive.
- I.2      Workplace co-operation requires effective representation of employees. To that end, access to appropriate facilities (including communication systems, office equipment and notice boards) will be available to members of the APS Commission Workplace Relations Committee and members of working groups established by the Committee.
- I.3      The Workplace Relations Committee will have the primary responsibility for monitoring the implementation of this Agreement. The Workplace Relations Committee may at any time make recommendations to the Commissioner regarding workplace issues not explicitly dealt with in this Agreement.
- I.4      The Workplace Relations Committee will be able to establish sub-committees. The OH&S Committee will report to the Workplace Relations Committee and will remain constituted to ensure that employees continue to be recognised as important and valued resources through the maintenance of a safe and healthy working environment.
- I.5      In making decisions that affect employees the APS Commission is committed to consultation with employees and, where they choose, their representatives.

#### **Major Change**

- I.6      The APS Commission will consult with staff on the implementation of significant structural, legislative and accommodation changes affecting employees' conditions of employment through:
- Group Meetings;
  - the Workplace Relations Committee; and
  - Group Managers through the Commission Management Committee.
- I.7      There will also be occasions where it may be appropriate to conduct *All Staff Meetings* and use the Intranet to share information with employees.

## **Changes to Superannuation Legislation**

- I.8 The Commissioner will discuss the impact of significant legislative changes to superannuation arrangements for the Australian Public Service, for example the introduction of choice of superannuation fund, with employees and their representatives. The APS Commission encourages employees to make adequate provision for retirement. Subject to the APS Commission continuing to be funded at the existing cost levels of the current schemes and subject to the relevant superannuation legislation, the remuneration package available to current and future employees will not be reduced as a result of any such legislative change.

## **FREEDOM OF ASSOCIATION**

- I.9 The APS Commission will recognise the freedom of association provisions of the Workplace Relations Act.

## **RIGHT OF ENTRY**

- I.10 The APS Commission will recognise the right of entry provisions of the Workplace Relations Act.

## **PROCEDURES FOR PREVENTING AND SETTLING DISPUTES**

- I.11 An employee has the right to be represented or guided by a person or organisation of their choice (who may be, for example, an APS employee, an employee representative on the Workplace Relations Committee or a union official) throughout the process provided for in clauses I.12 to I.18.
- I.12 Consistent with section 170LT(8) of the Workplace Relations Act, the following are the procedures for preventing and settling disputes between the parties about matters arising under this Agreement that are not reviewable actions within the meaning of the Public Service Regulations.
- I.13 Without prejudice to either the employer or to the employees, persons bound by this Agreement must ensure that work continues normally and that work practices shall be in accordance with relevant awards and agreements.
- I.14 It is the responsibility of all persons bound by this Agreement to take reasonable and genuine internal steps to prevent or settle disputes by discussion and, if necessary, by negotiation. In each instance, the steps taken shall be timely and appropriate to the early settlement of the particular matters in dispute.
- I.15 Where it is agreed to establish more detailed steps and procedures for dealing with particular issues or dispute situations in particular workplaces, then the agreed arrangements shall be documented and shall be applied in conjunction with this Agreement.
- I.16 In the event that the parties to the dispute are unable to resolve a dispute in a manner consistent with clause I.14 above, the specific matter or matters in dispute may be referred to the AIRC by:
- an employee (or their representative);

- the employee (or their representative) and the employer, jointly; or
  - by management (either on their own behalf or on behalf of an employee).
- I.17 Unless the parties to the dispute agree to the contrary, the AIRC shall, in responding to the matter, have regard to whether a party has applied these procedures.
- I.18 Consistent with section 170LW of the Workplace Relations Act, the AIRC is empowered by this Agreement to settle disputes over the application of this Agreement.

### **INTERNAL REVIEW OF EMPLOYMENT ACTIONS**

- I.19 An employee dissatisfied with an employment related action will discuss the issue with their Group Manager or Regional Director (or if the subject matter of the complaint cannot be resolved or is inappropriate to discuss with the applicant's Group Manager or Regional Director, the Deputy Commissioner).
- I.20 An employee may also apply for review of certain employment related actions under Part 5 of the Public Service Regulations. The following principles will guide the consideration of internal reviews of actions requested by employees under Public Service Regulation 5.24(1).
- I.21 Where such an application is received, the Public Service Commissioner will:
- treat the matter in confidence;
  - discuss the matter with the employee and, if the matter cannot be resolved, assess and agree on the appropriate course of action to be followed and the limits of the case;
  - appoint a suitably qualified and unbiased person to resolve the matter by conciliation or mediation;
  - where conciliation or mediation is not successful or appropriate, appoint a suitably qualified and unbiased person to inquire into the complaint and report to the Public Service Commissioner in an appropriate form. The employee will also receive a copy of any written report; and
  - determine the outcome of the complaint having regard to the content of the report.
- I.22 The following principles will apply to the handling of a request for internal review made by an employee under clause I.20:
- the case will be dealt with as expeditiously as possible;
  - the onus will be on the applicant to establish a case;
  - the applicant should specify the outcome(s) sought;

- each party to the dispute has the right to be supported by a person or organisation of their choice (who may be, for example, an APS employee, an employee representative on the Workplace Relations Committee or a union official);
- procedural fairness will apply to all parties to the dispute;
- there will be a fair hearing by an unbiased person;
- parties to the dispute will have the right to know the case against them;
- parties to the dispute will have the opportunity to comment on material which may result in findings adverse to them;
- the standard of proof to apply will be the balance of probabilities;
- full investigation of alleged incidents, statements and events will only be conducted if preliminary consideration shows this would achieve some useful purpose; and
- as far as possible confidentiality and privacy will be observed, noting that information on relevant files may be subject to applications for disclosure under the *Freedom of Information Act 1982*.

I.23 If this process fails to resolve the complaint, the employee may seek further review by the Merit Protection Commissioner under the Regulations.

## **REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT**

I.24 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:

- Division 3 of Part VIA of the Workplace Relations Act;
- other Commonwealth laws (including the Constitution); and
- common law.

I.25 Termination of, or a decision to terminate employment, cannot be reviewed under the procedures for preventing and settling disputes under Part I of this Agreement.

I.26 Nothing in this Agreement prevents the Commissioner from terminating the employment of an employee for serious misconduct, without further payment or payment in lieu, in accordance with subsection 170CM(1)(c) of the Workplace Relations Act, subject to compliance with the procedures established by the Commissioner for determining whether an employee has breached the Code of Conduct under section 15 of the Public Service Act.

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**PART J**

**FLEXIBLE WORK**

**ENVIRONMENT**

**AND**

**LEAVE PROVISIONS**

**Section 1: Flexible Work Environment**

**Section 2: Flexible Leave Provisions**

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**PART J      FLEXIBLE WORK ENVIRONMENT AND LEAVE  
PROVISIONS**

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**SECTION 1: FLEXIBLE WORK ENVIRONMENT**

**HOURS OF WORK**

- J.1      In recognition of the Christmas close-down period, hours of work for full-time employees have been increased from 147 hours to 150 hours over a four-week settlement period.
- J.2      Clause J.1 provides the basis for the Christmas close-down period and 1% of salary.
- J.3      The provision in clause J.1 operates on an annual basis in funding the benefits referred to in clause J.2.
- J.4      (1)    Notwithstanding that the normal hours of work for full-time employees is as provided in clause J.1, the working day shall be regarded as 7 hours 21 minutes for the purposes of the calculation of leave entitlements and hourly rates of pay.
- (2)    Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, will cease to be available until the employee resumes duty or is granted leave. Where flextime no longer applies, the employee will revert to working 7 hours 30 minutes per day in accordance with this Part.
- J.5      An employee will not be required to, and must not, work for more than 5 hours without a break of at least 30 minutes.

**BANDWIDTHS <sup>9</sup>**

- J.6      The standard bandwidth is between the hours of 7.00 a.m. and 7.00 p.m., Monday to Friday.
- J.7      The extended bandwidth is between the hours of 6.00 a.m. and 7.00 a.m. and 7.00 p.m. and 10.00 p.m., Monday to Friday and between the hours of 8.00 a.m. and 6.00 p.m. on Saturday, Sunday and public holidays.

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<sup>9</sup> See Part E for eligibility for allowance payable where employee is directed to work within or outside extended bandwidth.

## **FLEXTIME**

- J.8 Employees at APS 1-6 levels may access flextime arrangements under this Agreement.
- J.9 Flextime is a system of flexible working arrangements which enables employees and the Group Manager, or Regional Director/Executive Level 2, in consultation with the Commissioner, to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to clients, employees and the APS Commission.
- J.10 The Commissioner will administer these arrangements in a way which meets the APS Commission's operational requirements and responsibilities having regard to the needs of employees.
- J.11 Patterns of attendance and record-keeping arrangements for flextime will be agreed with the Group Manager or Regional Director, in consultation with the Commissioner.
- J.12 Employees may, with the approval of the Commissioner, utilise flextime in lieu of other leave within the credit and debit maximum of the Flexbank.

## **FLEXBANK**

- J.13 The Flexbank is designed to enable greater flexibility in working arrangements within the APS Commission to enable a balance between operational requirements, efficient client service and the personal needs of employees.
- J.14 Employees are required to work an average of 37 hours and 30 minutes per week with an average of 7 hours 30 minutes per working day, but flexibility in relation to hours worked on any particular day is available within the standard bandwidth between the hours of 7.00 a.m. to 7.00 p.m., Monday to Friday.
- J.15 The Flexbank operates on a seven days per week basis, with specific arrangements for work performed at the direction of the Commissioner within the extended bandwidth of 6.00 a.m. and 7.00 a.m. and 7.00 p.m. and 10.00 p.m. Monday to Friday and between the hours of 8.00 a.m. and 6.00 p.m. Saturday, Sunday and public holidays.
- J.16 Employees at APS 1-6 levels may accrue a maximum of 40 hours flextime credit or 15 hours flextime debit.
- J.17 All credits will accrue on an hour for hour basis where work is performed within the standard bandwidth.
- J.18 Employees will be responsible for bringing to the attention of the Group Manager or Regional Director/Executive Level 2 that their flexbank credit is in excess of 30 hours. In such circumstances the Group Manager or Regional Director/Executive Level 2 will discuss with the employee arrangements to reduce the flexbank by at least 10 hours within the ensuing two-week period. Upon accrual of 40 hours employees are expected to immediately reduce their accrual of flextime by 15 hours.

- J.19 For these arrangements to work effectively, the Group Manager or Regional Director/Executive Level 2 will manage the hours of work of employees to ensure that employees are productively employed and are not continuing to build excessive flextime credits without opportunity to access flextime leave.

### **WORKING ARRANGEMENTS FOR EXECUTIVE LEVEL 1**

- J.20 The working arrangements (including working hours) for an Executive Level 1 should be agreed with the Group Manager. In reaching agreement Group Managers and Executive Level 1 employees should have regard to:

- operational requirements and workload priorities;
- the need to balance work and personal life; and
- any other relevant factors.

While the APS Commission's flextime and flexbank arrangements do not apply to Executive Level 1 employees, Group Managers should consider flexibility in working arrangements, including working hours, consistent with operational requirements. Where staff have consistently worked excessive hours Group Managers should, having regard to the points above, consider granting time off in recognition of additional hours worked. Such absences do not need to be covered by official leave.

### **DIRECTION TO WORK WITHIN OR OUTSIDE THE EXTENDED BANDWIDTH<sup>10</sup>**

- J.21 Where the Commissioner directs an APS 1-6 employee to work within the extended bandwidth, flextime credit will accrue at the following rates with a minimum of 3 hours to be accrued for any time worked:

Monday-Saturday: one and a half hours for each hour worked

Sunday/Public holidays: two hours for each hour worked

- J.22 Where an employee is directed to work within the extended bandwidth an employee will be entitled to an 8 hour break plus reasonable travelling time before commencing work again.
- J.23 Where the break referred to in clause J.22 is not possible due to operational requirements the employee will be paid for the next period of work at double the rate of the employee's usual rate of salary.
- J.24 Where an employee is directed to work outside the extended bandwidth i.e. 10.00 p.m. to 6.00 a.m. Monday - Friday and 6.00 p.m. to 8.00 a.m. Saturday, Sunday and public holidays, the employee will be entitled to flextime credit accrued at the rate of two hours for each hour worked, with a minimum of 3 hours to be accrued for any time worked.
- J.25 Group Managers will encourage employees to use accrued flextime.

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<sup>10</sup> See Part E for eligibility for allowance payable where employee is directed to work within outside extended bandwidth.

- J.26 Clauses J.21 to J.25 do not apply where an employee is required to travel on official duty.

### **EMPLOYEES TRAVELLING ON OFFICIAL DUTY**

- J.27 Where an employee at APS 1-6 level travels on official duty on any day, the employee is regarded as working 7 hours 30 minutes per day. The employee should record a maximum period of 7 hours 30 mins on their flex form in respect of each day or part of a day the employee is travelling on official duty.

In recognition of additional time that an employee at the APS 1-6 level may spend travelling outside the standard bandwidth, Group Managers may approve reasonable time off in lieu.

### **REGULAR PART-TIME EMPLOYMENT**

- J.28 The APS Commission is committed to helping employees achieve a balance between the demands of work and other responsibilities. The provision of part-time working arrangements is a significant contributor to that objective.

- J.29 A part-time employee is one who works a regular number of hours and whose hours of work are less than 150 hours over the four week settlement period. The Commissioner will agree with the employee the number of days and number of hours to be worked, under the four-week settlement period. However, a minimum of three hours are to be worked consecutively on any day.

- J.30 Unless agreed otherwise between the employee and the APS Commission remuneration and other benefits for part-time employees will be calculated on a pro rata basis, apart from those allowances of a reimbursement nature, where part-time employees will receive the same amount as full-time employees.

- J.31 The Commissioner will agree to reasonable requests for regular part-time work, subject to operational requirements.

- J.32 The Commissioner may initiate the introduction or extension of part-time employment. Employees will not be required to convert from full-time to part-time hours, or from part-time to full-time hours, without their agreement.

### **WORKING AWAY FROM THE OFFICE**

- J.33 By agreed arrangement with the Commissioner, and subject to APS Commission guidelines, an employee may work away from the office on either a regular or temporary basis.
- J.34 The arrangement may only be varied by agreement and may be terminated by either the Commissioner or employee, with a minimum notice period of two weeks or such shorter period as may be agreed.
- J.35 A decision to terminate the arrangement may be made on the basis of operational requirements, the inefficiency or ineffectiveness of the

arrangement and/or the failure of the employee to comply with specified requirements.

- J.36 The APS Commission has set out arrangements to cover compensation, occupational health and safety, security, liability and access for employees while working away from the office. These arrangements are those included in the APS Commission's *Working Away from the Office Guidelines (Home Based Work)*.
- J.37 The APS Commission will fund the establishment of working away from the office arrangements to a maximum of \$3,000.
- J.38 Work to be performed away from the office must be approved by the Commissioner who must take account of security aspects and confidentiality considerations.

### **CHRISTMAS CLOSE-DOWN**

- J.39 The APS Commission offices will be closed for normal business purposes during the period from 25 December to the first working day following 1 January (the Christmas close-down period).
- J.40 Over the Christmas close-down period employees will absent themselves for the two days which are not public holidays within the meaning of clauses J.99 to J.101 and record 2 days approved close-down leave on their attendance record. There will be no requirement to take recreation or flex leave over this period.
- J.41 The approved close-down leave is in recognition of the productivity savings gained from the following arrangements:
- full time employees will observe hours of work of 150 hours over a 4 week settlement period;<sup>11</sup>
  - part-time employees who do not receive a 15% loading of their salary of this Agreement will be expected to make up any period of absence for which they are paid over the Christmas close-down period. This may be done in accordance with arrangements agreed with their Group Manager or Regional Director;
  - employees who receive a 15% loading of their salary of this Agreement will not be entitled to any payment in respect of the Christmas close-down period.
- J.42 Where staff are required, due to exceptional circumstances or where there are legislative requirements, to be on duty during the Christmas close-down period they may take leave with pay in lieu of the time worked. The period of leave to which they are so entitled is one and a half times the time they were required to be on duty.

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<sup>11</sup> Note that clause J.3 provides that for other purposes the normal full-time hours of work will continue to be 7 hours and 21 minutes a day.

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**PART J      FLEXIBLE WORK ENVIRONMENT AND LEAVE  
PROVISIONS**

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**SECTION 2: FLEXIBLE LEAVE PROVISIONS**

J.43      The Commissioner may grant an employee leave in accordance with this Section.

**PORTABILITY OF ACCRUED ANNUAL LEAVE AND SICK LEAVE ENTITLEMENTS**

J.44      All existing accrued annual leave and sick leave credits of current APS Commission employees will be recognised.

J.45      Where an employee joins the APS Commission on or after the certification date from an employer staffed under the Public Service Act, the *Parliamentary Service Act 1999* or from the ACT Government Service, accrued annual leave and personal/carer's leave (however described) will be transferred, provided there is no break in continuity of service.

J.46      The entitlement to avail of these accrued leave credits, and any future entitlements, will be those prevailing in the APS Commission.

**PERSONAL/CARER'S LEAVE**

J.47      Employees may be granted up to five days paid personal/carer's leave per calendar year (pro rata for commencements during the year) where absence is necessary for the purposes of:

- attending to health, legal or other personal matters;
- caring for partners, dependants, family or close friends who are ill or require assistance;
- accompanying family to assist with health, legal or other personal matters;
- attending cultural or religious obligations, including observance of religious holidays which are not formally designated as public holidays in the Agreement;
- undertaking volunteer work to a maximum of two days only per calendar year with a charitable organisation in relation to which donations are recognised by the Australian Taxation Office;
- dealing with urgent household matters or repairs; or
- other circumstances approved by the Commissioner.

J.48      Personal/carer's leave does not accrue from year to year.

J.49      Employees may choose to use flextime arrangements instead of personal/carer's leave.

## **Additional Carer's Leave**

J.50 In addition to the personal/carer's leave provided for in clause J.47, an employee who has exhausted such leave may be granted additional leave for caring purposes. This additional carer's leave will:

- be a maximum of five days per calendar year;
- be deducted from existing sick leave credits;
- not count as sick leave without the production of a medical certificate; and
- not be granted if the employee has no available sick leave credits.

## **BEREAVEMENT LEAVE**

J.51 Up to three days paid leave may be granted to an employee upon the death of a family member.

## **RECREATION LEAVE**

### **Entitlement**

J.52 Employees will be entitled to the equivalent of four weeks recreation leave, expressed in hours, for each full year.

### **Accrual**

J.53 Leave will accrue and be credited at the completion of each calendar month, subject to the condition relating to the maximum accrual of leave.

J.54 Recreation leave credits for all eligible employees will be calculated monthly using the following formula:

$$\frac{A \times B \times C}{D}$$

A = number of hours per week for the period (based on a 7 hour 21 minute day)

B = number of calendar days to count as service in the period

C = basic annual credit of four weeks per annum

D = number of actual (calendar) days in the calendar year

J.55 Each period of service that has different weekly hours is calculated separately. If separate credits are calculated, all credits are added and expressed as a total number of hours of leave available.

J.56 Leave will accrue and be credited and available to an employee at the end of the first calendar month during which the employee has worked for the full month.

J.57 An employee's entitlement will be expressed in hours and, as soon as practicable after the date of accrual, will appear on an employee's payslip.

## **Conditions**

- J.58 Consistent with the purpose of recreation leave, employees will be encouraged to utilise their recreation leave entitlement.
- J.59 The maximum amount of leave that an employee may accumulate is 441 hours (60 days). Once this maximum credit has been accrued recreation leave will cease to accrue until leave is taken.
- J.60 Where an employee's leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.
- J.61 An employee may, with the approval of the Commissioner, utilise an amount of recreation leave credits (not exceeding 4 weeks)<sup>12</sup> on half pay in a calendar year and appropriate adjustments will be made to the employee's recreation leave credits.
- J.62 An employee who is medically unfit for duty for one day or longer while on recreation leave and who produces satisfactory medical evidence, may apply for and be granted sick leave. Recreation leave will be re-credited to the extent of the period of sick leave granted.
- J.63 Recreation leave for periods of less than one day may be approved.

## **Payment on Separation**

- J.64 Payment in lieu of unused recreation leave credits will be made to an employee on separation from the APS where the employee does not wish to utilise those credits prior to separation.
- J.65 Where an employee dies, or the Commissioner has directed that an employee will be presumed to have died on a particular date, the Commissioner may authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment otherwise than by death. Payment may be made to dependants or the partner of the former employee or the former employee's legal personal representative. If a payment has not been made within 12 months of the former employee's death, it should be paid to the legal personal representative.

On the death of an employee, any monies owing to the APS Commission as a result of anticipated recreation leave credits will be waived.

## **LONG SERVICE LEAVE**

- J.66 The entitlement to long service leave is provided for under the *Long Service Leave (Commonwealth Employees) Act 1976*.
- J.67 Eligible employees may access long service leave for a minimum period of seven calendar days at any one time.

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<sup>12</sup> This enables a period of leave up to 8 weeks to be taken by the employee.

## **PURCHASED LEAVE SCHEME**

- J.68 The Purchased Leave Scheme enables employees to access up to four weeks' additional leave per year with salary payments averaged over the whole year to ensure that a standard rate is received each fortnight. Purchased leave will not affect entitlements to other forms of leave. Purchased leave is generally intended to enable employees to access such leave in weekly blocks - this will assist in workforce planning.
- J.69 Salary for the purposes of clause J.68 will be the actual salary paid to the employee (inclusive of payments for temporary assignment) which the employee is receiving at the time the leave is purchased, regardless of the salary being received by the employee when the purchased leave is taken.
- J.70 Purchased leave maybe utilised before or after recreation leave.
- J.71 Employees accessing this scheme can elect either 48/52, 49/52, 50/52 or 51/52 weeks. This election may be made at any time and will remain in force for one year unless exceptional circumstances occur. The Commissioner will consider any proposal to vary any election on a case-by-case basis.

## **DISCRETIONARY LEAVE**

- J.72 There will be a single category of discretionary leave. The Commissioner will decide on each application after discussion with the employee as appropriate. Examples of circumstances in which discretionary leave may be granted are listed at Appendix 6.
- J.73 A period of leave approved in accordance with clause J.72 will be without pay unless otherwise determined by the Commissioner.
- J.74 The Commissioner may determine under clause J.73 that only a part of the period of leave will be with pay.
- J.75 Unless the Commissioner determines otherwise, any continuous period of discretionary leave without pay greater than 30 calendar days will not count as service for recreation and sick leave purposes.

## **SICK LEAVE**

### **Entitlement**

- J.76 Upon engagement in the APS an ongoing full-time employee receives a sick leave credit of 15 days full pay, and a further sick leave credit of 15 days full pay accrues on completion of each 12 months of service.
- J.77 A non-ongoing employee who is engaged for a specified period will accrue 5 days full pay sick leave credit after two months employment, and one day per month of employment after that.
- J.78 Employees who currently have half-pay sick leave credits will retain these credits.

## **Conditions**

- J.79 Where personal circumstances require, an employee may, on use, convert full-pay sick leave to half-pay sick leave or half-pay sick leave to full pay.
- J.80 Employees may be granted sick leave with pay subject to available credits, without production of a medical certificate for absences of no more than three consecutive days. If the number of days without certificates exceeds five days in any sick leave year the Commissioner may require the employee to provide a certificate for any further absences.
- J.81 Certificates from medical service providers recognised by a registered health fund or Comcare will be accepted for sick leave purposes except in cases involving workers' compensation or where the sick leave period extends beyond three days. In these circumstances, unless the Commissioner agrees otherwise, a certificate from a registered medical practitioner will be required.
- J.82 Where an employee is granted sick leave without pay the period of leave will count as service for the purpose of recreation and sick leave entitlements.
- J.83 Where sick leave on pay is exhausted, the Commissioner may allow employees a grant of additional sick leave on half pay.
- J.84 The Commissioner may approve the anticipation of the next accruing sick leave credits where an employee has exhausted all available paid leave.
- J.85 An employee will not be entitled to paid sick leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- J.86 The following principles will apply generally to the use of sick leave:
- employees may choose to use flextime arrangements instead of accessing unused sick leave credits; and
  - sick leave will not be debited where an employee is medically unfit for duty on a public holiday which the employee would otherwise have observed.
- J.87 The maximum continuous period of sick leave will be 78 weeks, of which no more than 52 weeks may be paid sick leave. Leave of absence due to illness beyond 52 weeks will be treated as if the employee has been granted additional sick leave without pay, subject to the production of satisfactory medical evidence. A period of leave taken under this provision does not count as service for any purpose, except long service leave.
- J.88 Subject to clause J.87 an employee will not, without the employee's consent be retired on invalidity grounds before the employee's full pay sick leave credit has expired.

## **WAR SERVICE SICK LEAVE**

- J.89 Employees with certain Defence Force Service prescribed by the *Veterans' Entitlement Act 1986* are eligible for additional sick leave in relation to war-caused medical conditions.

- J.90 Eligible employees may accrue two separate credits, 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.

### **JURY LEAVE**

- J.91 An employee is entitled to leave to attend jury service. An employee will continue to be paid by the APS Commission but will be required to pay to the APS Commission the amount received for jury service.

### **MATERNITY LEAVE**

- J.92 The entitlement to maternity leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- J.93 In order to provide more flexible administration of maternity leave, the Commissioner may give approval to employees, in advance, to spread the payment for the period of mandatory absence up to a period of 24 weeks at a rate no less than half normal salary. The additional leave beyond the mandatory 12 weeks will not count as service for any purpose.

### **PUBLIC HOLIDAYS**

- J.94 Employees will observe the following public holidays - New Year's Day (or substitute); Australia Day (or substitute); Good Friday and the following Saturday and Monday; 25 April -Anzac Day- (or substitute); the relevant Queen's Birthday observance day; the relevant Labour Day or equivalent; Christmas Day (or substitute); Boxing Day (or substitute); the additional public service holiday and such further public holidays observed by the APS at the locality as determined by the Commissioner.
- J.95 For the purposes of clause J.99 "or substitute" means a day designated by the Commissioner.
- J.96 Where the Commissioner and an employee agree, another day may be substituted for any holiday provided for by this clause, e.g. for religious purposes.

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# PART K

## APPENDICES

**Appendix 1: Salary Scales**

**Appendix 2: APS Commission Performance Appraisal Scheme**

**Appendix 3: APS Commission Corporate Performance Planning and  
Management Framework**

**Appendix 4: Supported Salary for Employees with a Disability**

**Appendix 5: Calculation of Severance Benefit**

**Appendix 6: Discretionary Leave**

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**APPENDIX 1**

**SALARY RATES 2003-2006**

	<b>Transition</b>	<b>July 03</b>	<b>July 04</b>	<b>July 05</b>
<b>EL2</b>	\$86,400	\$88,560	\$91,217	\$ 93,497
<b>EL2</b>	\$83,700	\$85,793	\$88,366	\$ 90,575
<b>EL2</b>	\$78,400	\$80,360	\$82,771	\$ 84,840
<b>EL2</b>	\$75,950	\$77,849	\$80,184	\$ 82,189
<b>EL2</b>	\$73,500	\$75,338	\$77,598	\$ 79,538
<b>EL1</b>	\$72,000	\$73,800	\$76,014	\$ 77,914
<b>EL1</b>	\$69,600	\$71,340	\$73,480	\$ 75,317
<b>EL1</b>	\$63,600	\$65,190	\$67,146	\$ 68,824
<b>EL1</b>	\$61,600	\$63,140	\$65,034	\$ 66,660
<b>EL1</b>	\$59,600	\$61,090	\$62,923	\$ 64,496
<b>APS 6</b>	\$57,400	\$58,835	\$60,600	\$ 62,115
<b>APS 6</b>	\$53,300	\$54,633	\$56,271	\$ 57,678
<b>APS 6</b>	\$49,200	\$50,430	\$51,943	\$ 53,241
<b>APS 5</b>	\$47,700	\$48,893	\$50,359	\$ 51,618
<b>APS 5</b>	\$46,600	\$47,765	\$49,198	\$ 50,428
<b>APS 4</b>	\$45,200	\$46,330	\$47,720	\$ 48,913
<b>APS 4</b>	\$42,700	\$43,768	\$45,081	\$ 46,208
<b>APS 4</b>	\$39,800	\$40,795	\$42,019	\$ 43,069
<b>APS 3</b>	\$38,600	\$39,565	\$40,752	\$ 41,771
<b>APS 3</b>	\$37,700	\$38,643	\$39,802	\$ 40,797
<b>APS 2</b>	\$36,800	\$37,720	\$38,852	\$ 39,823
<b>APS 2</b>	\$34,500	\$35,363	\$36,423	\$ 37,334
<b>APS 2</b>	\$31,000	\$31,775	\$32,728	\$ 33,546
<b>APS 1</b>	\$30,000	\$30,750	\$31,673	\$ 32,464
<b>APS 1</b>	\$29,000	\$29,725	\$30,617	\$ 31,382

**PERFORMANCE APPRAISAL SCHEME**

## **PERFORMANCE APPRAISAL SCHEME**

### **Purpose**

The purpose of performance appraisal in the APS Commission is to improve agency performance and achieve corporate outcomes by fostering a performance culture that:

- integrates corporate, group and individual planning and performance management;
- identifies the standards of performance expected from people;
- improves communication within and between groups;
- provides regular feedback on performance to all employees;
- encourages learning and skills development for improved future performance;
- addresses under-performance; and
- recognises and rewards effective and high performance and determines remuneration.

2. The Performance Appraisal Scheme (the 'Scheme') recognises and values the importance of teamwork and encourages feedback on individual performance and group performance through feedback among individual members of groups.

### **Performance Management Context for Appraisal**

3. The Corporate Performance Planning and Management Framework is the APS Commission's overarching corporate framework from which many strategies and programs flow, including the Performance Appraisal Scheme, to improve performance and enhance the ability of the Commission to add value and be responsive to client needs.

### **APS Values**

4. Appraisal will also provide the vehicle for reinforcing the APS Values by their inclusion in all performance and learning/development agreements.

### **Nature of Performance Appraisal in the APS Commission**

5. Performance appraisal by its nature is a subjective process. The APS Commission seeks to make the process as objective as possible by setting out individual responsibilities and indicators of the performance expected from people. However, the APS Commission acknowledges that appraisal involves making judgements about people's performance and that these judgements are in part subjective.

## **Salary Increases and Performance Bonus**

6. The APS Commission's remuneration policy links salary movement to assessment of individual performance whereby the annual performance rating determines eligibility for performance based salary advancement and performance bonuses.
7. The Remuneration Committee has final authority for setting the annual performance rating for each employee participating in the Scheme. In practice, the Committee settles ratings for all Executive level employees in consultation with Group Managers, and Group Managers settle ratings for their APS employees subject to the Remuneration Committee being satisfied that this is being managed consistently across the APS Commission. Performance based salary advancement will be effective from 1 July each year, unless a later date has been agreed by the Commissioner in accordance with paragraph 17. Annual performance bonuses will be payable as soon as practicable after 1 July each year.

## **Responsibilities for Performance Appraisal**

8. While the Remuneration Committee has final authority for setting performance ratings, Group Managers are responsible and accountable for management of the Scheme and are expected to 'sign off' the overall performance assessment of all employees in their group participating in the Scheme, irrespective of local arrangements. Care and consistency in ratings is reinforced by ensuring that 'managers-once-removed' are involved before ratings are advised to employees. For most employees the supervisor providing feedback is an EL2. Their performance ratings however require prior discussion with the Group Manager. Similarly, ratings for EL staff require the agreement of the Remuneration Committee. While supervisors are expected to be involved in performance assessment the Group Manager retains overall responsibility. Managers-once-removed also have particular responsibility for overseeing career planning and associated learning and development, linked to the new pay advancement system.
9. Group Managers are responsible for ensuring that new group members are briefed on the purpose and workings of the APS Commission as part of their usual induction arrangements when people join the group. Group Managers will also ensure that new group members are briefed on the Scheme and the APS Commission's remuneration policy, as soon as is reasonably possible and in any event within six weeks of commencement. Likewise, the new employee must complete a performance agreement within six weeks of commencement in the APS Commission.
10. The APS Commission's Probation Policy provides for procedures where an employee is a probationer.
11. Whilst Group Managers are responsible and accountable for the management of the Scheme within their Group, Executive Level 2s have an important role in implementation of the Scheme including in explaining the Scheme and the application of ratings to staff.

12. All employees at all levels are responsible for seeking and providing feedback, including Group Managers, and other relevant people, including Executive Level 2s, and are expected to provide, accept and act upon feedback, as appropriate.

13. The focus of performance appraisal is:

- discussions between supervisors (Group Manager/ Executive Level 2) and employees to provide comprehensive feedback on employees' work performance, work practices, and learning and development needs;
- discussions between supervisors and managers-once-removed (Group Managers/Remuneration Committee) on employees work performance to ensure consistency of ratings processes, and on learning and development and career opportunities; and
- feedback from others, in particular group members, on how an individual's work performance and contribution impacts on others and the workings of the group.

14. Training will be provided in relation to the Scheme, including performance and learning/development agreements, identification of learning and development needs, as well as giving and receiving feedback. The training will be added to the corporate training calendar and made available to all employees. It is expected that all employees will undertake this training.

### **Coverage of the Scheme and Eligibility for Performance Based Salary Advancement and Payment of Performance Bonus**

15. All employees will participate in the Performance Appraisal Scheme so that they receive regular feedback on performance from Group Managers or other appropriate staff.

16. Eligibility for performance based salary advancement and payment of a performance bonus is limited to:

- ongoing employees covered by the APS Commission Certified Agreement who are present at the workplace, and subject to appraisal, for a minimum of six months of the annual appraisal cycle; and
- ongoing employees on temporary assignment from other agencies for more than 6 months.

Non-ongoing employees covered by this Agreement who have been employed for a six-month period prior to 1 July during the life of the Agreement are eligible for payment of a performance bonus only.

## **Certain Employees on Leave**

17. An employee who is eligible for performance based salary advancement and payment of a performance bonus who:

- (a) is on leave for at least three months during the appraisal cycle because:
- she was on maternity leave; or
  - he or she was caring for children; or
  - he or she was undertaking carer's responsibilities; or
  - he or she was suffering from an illness or disability; or
  - of any other circumstances where the Commissioner is satisfied that the circumstances warrant similar consideration; **and**

- (b) is present in the workplace for at least six months in the appraisal cycle;

is eligible for performance based salary advancement and payment of a performance bonus without pro rata arrangements in paragraph 22 below being applied.

18. Where paragraph 17(a) applies to an eligible employee but paragraph 17(b) does not, then the employee will be eligible for performance based salary advancement and payment of a performance bonus without pro rata arrangements applying when the employee has completed six months in the workplace even if that six months is completed in a new appraisal cycle.

## **Employees Leaving the APS Commission Permanently**

19. Ongoing employees separating from the APS or moving to another agency on an ongoing basis will be assessed at the time of their departure. Employees who have worked more than six months and less than twelve months during the appraisal cycle will be eligible for payment of a pro rata performance bonus as specified in paragraph 22 below.

## **Employees Leaving the APS Commission and Expecting to Return**

20. Despite the fact that an employee expects to return to the APS Commission, the employee will cease to be eligible to participate in the Scheme or to receive any performance based salary advancement or payment of performance bonus where the employee is absent from the APS Commission for a period in excess of 6 months

during the appraisal cycle because of a period of leave without pay for a period in excess of 6 months in the appraisal cycle other than for the purposes mentioned in paragraph 16 above.

21. An ongoing APS Commission employee on secondment or temporary assignment outside the APS Commission not covered by the Scheme should ensure that arrangements for performance appraisal, if any, are established with their host agency at the time of their secondment or transfer.

### **Pro rata payment – Annual Performance Bonus**

22. For eligible employees who have worked more than six months and less than twelve months during the appraisal cycle, except under the circumstances described in paragraphs 16 and 17, variations to the amount of performance bonus, will apply on a pro rata basis based on completed months of service during the appraisal cycle.

### **Rate of Payment – Performance Based Salary Advancement**

23. No pro rata arrangements will apply in relation to performance based salary advancement. Where an eligible employee achieves a performance rating entitling them to advancement, notwithstanding that they have not performed duty for 12 months at their current classification, the employee will receive full advancement to the next salary point, subject to clauses D.12 to D.14.

### **Performance Appraisal Cycle**

24. The Performance Appraisal Scheme will operate on a twelve-month cycle from 1 July to 30 June. The key milestones in the cycle are:

<b>Group Business Plans finalised</b>	<b>May</b>
<b>Cycle commences</b>	<b>1 July</b>
<b>Individual performance agreements finalised by, or within 6 weeks of commencement in the APS Commission<sup>1</sup></b>	<b>31 August</b>
<b>Mid-cycle review of performance and progress of Learning and Development Programs by</b>	<b>24 December</b>
<b>End of Cycle review of performance and interim assessment by the Group Manager by</b>	<b>Mid-May</b>
<b>Final performance rating and variations to remuneration by</b>	<b>20 June</b>
<b>Feedback briefing to group members by Group Manager by</b>	<b>30 June</b>

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<sup>1</sup> Noting that in the case of probationers reference should be made to the APS Commission's Probation Policy

## **Performance and Learning/Development Agreements (PL/DAs)**

25. Each employee eligible for performance assessment and performance based salary advancement under the Scheme, must complete a Performance and Learning/Development Agreement (PL/DA) using the Commission's pro forma.

26. Group Managers and Executive Level 2s should identify with group members their skills gaps and career aspirations in order to include in the PL/DA an employee's learning and development needs. It is important that the PL/DAs states knowledge and/or skills gaps and development opportunities suited to the individual's learning needs and career plans.

27. PL/DAs can provide important data on skills gaps that can inform corporate training activities and corporate skills requirements to make better and well informed staffing decisions. Group Managers provide a summary of the group's common skills gaps and/or any skills requirements to the CSS Group in March each year.

## **Mid-Cycle and End-of-Cycle Performance Assessment Pro forma**

28. Groups are expected to use the Commission's PL/DA pro forma. The Mid-Cycle and End-of-Cycle Performance Assessments must be completed. The Commission's pro forma enables the Group Manager/Executive Level 2 to provide an overall assessment of a group member's work performance against performance expectations and for the group member to comment on that assessment both during and at the end of the appraisal cycle. The Remuneration Committee uses the completed pro forma to settle, in discussion with Group Managers, the annual performance rating including remuneration, for group members.

## **Performance Reviews**

29. All employees covered by the Scheme are required to participate in both a mid-cycle and end-of-cycle review of their performance with their Group Manager or Executive Level 2. The appraisal process below sets out the roles of the Executive, Group Managers and Executive Level 2s:

July-August: Performance agreements and individual development plans finalised and agreed with Group Managers (for EL2 staff) and with EL2s (for EL1 and APS1-6 staff).

December: Mid-cycle review of performance and progress with development plans undertaken with Group Managers (for EL2 staff) and with EL2s (for EL1 and APS1-6 staff).

May: Group Managers and EL2s consider proposed ratings for all their staff.

Group Managers discuss proposed ratings for their EL staff, and profile of proposed ratings of APS staff with the Executive.

End-cycle review of performance and progress with development plans undertaken with Group Managers (for EL2 staff) and with EL2s (for EL1 and APS1-6 staff).

June: Ratings confirmed by Executive for EL staff and by Group Managers for APS staff. All staff advised of confirmed ratings.

30. The mid-cycle review should include:

- discussion of progress towards work objectives and review of priorities;
- discussion of actioning of learning/development needs and review of priorities;
- confirmation or update of targets, goals and timeframes; and
- outline of overall work performance by Group Manager or EL2 and noting of this by employee.

31. The end of cycle review by the Group Manager or Executive Level 2 should provide feedback on the group member's work performance and behaviour during the whole cycle resulting in an overall performance assessment and performance rating.

### **Feedback Including Multi-Source Feedback**

32. Feedback on performance is an important ongoing aspect of work for all group members in the APS Commission. Group Managers and Executive Level 2s should establish a practice of providing feedback to group members on a regular basis and also when milestones are achieved.

33. The views of others under this process, in particular group members, can assist in gaining a thorough understanding of how an individual's work performance and contribution impacts on the workings of the group, particularly on the impact of behaviours and work habits on other group members. This feedback can be useful to the individual in preparing the PL/DA. The process of multi-source feedback should be conducted annually around November. However the results of the process are not considered as part of the rating of an employee's work performance. It is simply a mechanism by which employees can receive information about their performance and which can be used by them to identify areas they may need to develop or improve.

34. While groups are required to put in place arrangements to facilitate the flow of feedback between group members, irrespective of their classification, the feedback should be handled sensitively and confidentially.

### **The Remuneration Committee**

35. The Remuneration Committee comprises the three members of the Executive. The Executive has the view that every employee has the opportunity to perform effectively, and at a high level. High performance ratings are not linked specifically

to the completion of high profile tasks, but can equally be met through high levels of performance of more routine duties. There is no quota limiting the number of staff who might be rated at particular levels, but it would be reasonable to assume that the highest and lowest ratings will form the smallest proportions of performance ratings, and that there will be broad consistency in the ratings profiles across Groups (subject to variations in Group performance).

36. The annual performance rating for each employee determines his or her eligibility for performance based salary advancement and a performance bonus. The role of the Remuneration Committee is to ensure that, as far as possible, ratings and rewards are consistently applied across the APS Commission and will consult directly with Group Managers to assist in applying a consistent rating standard. Assessments of performance should not be finalised by supervisors with employees ahead of discussions with the relevant manager-once-removed (for EL staff this is the Remuneration Committee). The Remuneration Committee and Group Managers will also meet during the mid-cycle review to provide feedback on individual group performance and highlight any potential problems with the rating process.

37. The Group Manager through the relevant supervisor (usually the EL2) is responsible for providing feedback on the final decision to each group member.

#### Performance Ratings and Criteria

38. An individual's overall performance rating is based on performance against individual and corporate responsibilities, with emphasis placed on the priority tasks, using a rating scale of 1-5. It should be noted that 'priority tasks' are not necessarily high profile tasks or tasks that raise revenue for the APS Commission. Tasks may be of a more routine nature but which still require considerable effort and diligence in their completion.

39. Where an employee has been temporarily assigned to duties with a higher classification during the appraisal period, whether or not the employee is performing those duties at the end of the appraisal cycle, the employee will normally be rated against their substantive position. The employee's performance at the higher classification will be taken into account in that performance rating. Any adjustments to salary will operate in relation to the employee's substantive salary. It will be the responsibility of the Group Manager of the Group in which the employee is substantively located to undertake the performance appraisal. The Group Manager will consult, where necessary, with the Group Manager of the Group in which the employee was or is temporarily assigned so that the employee's performance at the higher level may be taken into account in reaching a performance rating.

40. A group member's performance is assessed using the five ratings below:

A performance rating of Five (Outstanding), the person has:

- exceeded expectations in all priority responsibilities in their performance agreement; or
- significantly exceeded expectations in the majority of priority responsibilities in their performance agreement; and

- maintained an exceptionally high standard of performance in relation to their day-to-day responsibilities.

A performance rating of Four (Superior), the person has:

- exceeded expectations of several of the priority responsibilities in their performance agreement; and
- maintained a high standard of performance in relation to their day-to-day responsibilities.

A performance rating of Three (Fully Effective): the person has:

- fully met the expectations of all responsibilities in their performance agreement, including priority and day-to-day responsibilities.

A performance rating of Two (Adequate): the person:

- needs more guidance than a fully effective employee to meet priority responsibilities; or
- failed to meet the expectations of some responsibilities of their performance agreement.

*A performance rating of 2 would usually mean that the person needs further development to achieve a rating of 3 and managers should ensure the appropriate training and coaching occurs.*

A performance rating of One (Unsatisfactory): the person has:

- failed to meet several responsibilities in their performance agreement, including priority and day-to-day responsibilities.

*This rating means that the person's performance is assessed as unsatisfactory and is managed in accordance with Part G of the Agreement.*

41. Action in relation to continuing poor performance should not wait until the outcome of the performance appraisal cycle. Group Managers and group members should endeavour to identify at an early stage any difficulties with tasks that may impact on the completion of agreed goals, as stated in performance agreements. In this way, early action can be taken to overcome obstacles and/or redefine targets and reduce the possibility of a poor performance rating. Regular feedback and open communication are important components of managing performance throughout the appraisal cycle.

### **Review of Actions**

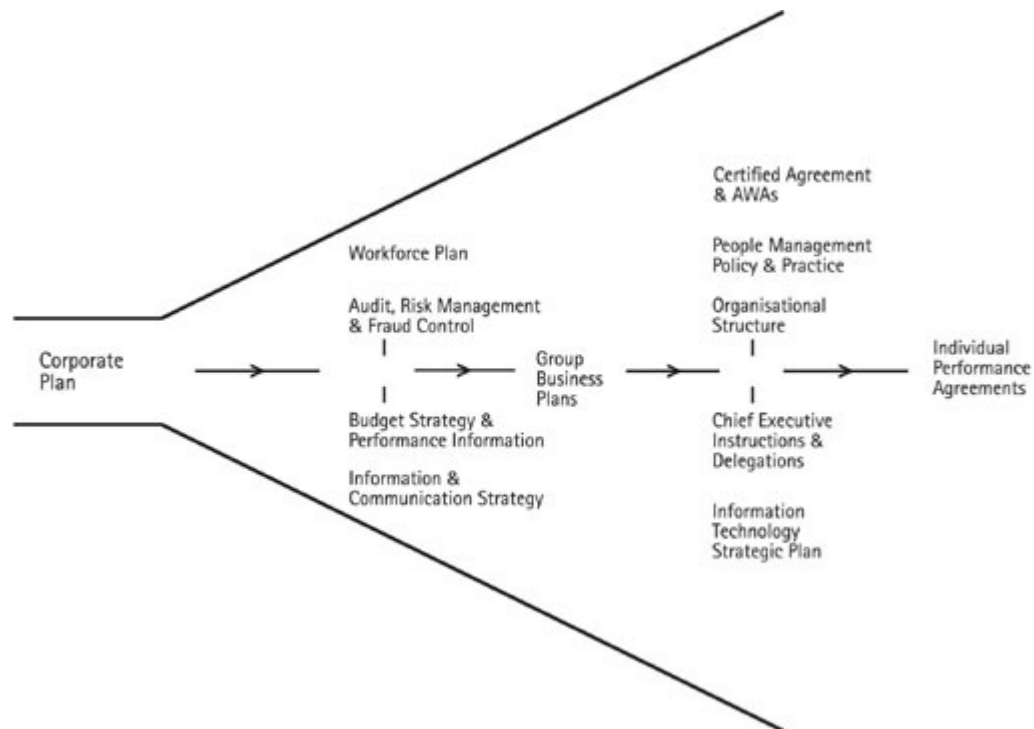
42. An employee seeking a review of action associated with performance appraisal must utilise existing mechanisms applying in the Certified Agreement.

## APS COMMISSION CORPORATE PERFORMANCE PLANNING AND MANAGEMENT FRAMEWORK

### Corporate Governance Framework

The Commission has an integrated corporate performance planning and management framework that facilitates the effective achievement within budget of the commitments in the Commission's corporate plan and that assists accountability. The planning and management framework links the Commission's corporate plan, group business plans and individual performance agreements.

### Commission Corporate Performance Planning and Management Framework



## **SUPPORTED SALARY FOR EMPLOYEES WITH A DISABILITY**

### **Employment at Lower than Specified Salary Levels**

Consistent with the social justice objectives of the APS, employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension may be employed under this Agreement and be paid a supported salary, appropriate to the APS classification in which employed, at a rate below the salary levels prescribed in this Agreement.

### **Definitions**

In this Appendix, the following definitions will apply:

"Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability.

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

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

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

### **Eligibility Criteria**

Subject to the following two paragraphs, employees covered by these provisions will be those who are unable to perform the range of duties to the standard required at the work value 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 for receipt of a Disability Support Pension.

The provisions in this Appendix do not apply to:

- any existing employee who has a claim against the Commonwealth which is subject to the provisions of workers' compensation legislation relating to the rehabilitation of employees who are injured in the course of their current employment; or
- an employee in respect of whom funding has been provided under the *Disability Services Act 1986* for the dual role of service provider and sheltered employer.

### **Supported Salary Rates**

Employees to whom the provisions in this Appendix apply will be paid the applicable percentage of the relevant salary rate prescribed below for the work value they are performing as follows, provided that the amount payable will be not less than the

minimum Supported Wage Allowance approved by the AIRC in relation to the *Australian Public Service Award 1998*.<sup>2</sup>

### **Supported Salary Rates Percentages**

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<b>Column 1</b>	<b>Column 2</b>
<b>Assessed capacity</b> (subclause 4(a))	<b>% of prescribed salary rate</b>
10% *	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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### **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 Appendix, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument, by either:

- the Commissioner, in consultation with the employee; or, if desired by any of these; or
- the Commissioner and an accredited assessor from a panel agreed by the employee.

\*Where a person's assessed capacity is 10%, the employee will receive a high degree of assistance and support.

### **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 Commissioner with the Industrial Registrar of the AIRC.

All assessment instruments will be agreed and signed by the employee and the Commissioner.

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<sup>2</sup> In February 2003 this minimum amount was \$56.00 per week.

### **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.

### **Other Terms and Conditions of Employment**

Where an assessment has been made, the applicable percentage will apply to the salary rate only. Employees covered by the provisions of this Appendix 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.

### **Workplace Adjustment**

Where the Commissioner employs a person under the provisions of this Appendix, reasonable steps to make changes in the workplace will be taken to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working arrangements and work organisation in consultation with other employees in the team.

### **Trial Period**

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

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

The amount payable to the employee during the trial period will be the minimum Supported Wage Allowance approved by the AIRC in relation to the *Australian Public Service Award 1998*.<sup>3</sup> or such greater amount as is agreed from time to time between the parties (taking into account the income test free area for earnings) and inserted into this Agreement.

Work trials should include induction or training as appropriate to the job being trailed.

Where the Commissioner and the employee wish to establish a continuing employment relationship following the completion of the trial period, further employment arrangements will be based on the assessment outcome.

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<sup>3</sup> In February 2003 this minimum amount was \$56.00 per week.

## CALCULATION OF SEVERANCE BENEFIT

1. An employee who accepts voluntary retrenchment is 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.
2. The minimum sum payable will be 4 weeks salary and the maximum will be 48 weeks salary.
3. The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service.
4. Service for severance pay purposes means:
  - service in the APS Commission;
  - Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - 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;
  - service with the Australian Defence Forces;
  - 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; and
  - service in another organisation where:
    - an employee moved from the APS to that organisation with a transfer of function; or
    - 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; and
    - such service is recognised for long service leave purposes.
5. For earlier periods of service to count there must be no breaks between the periods of service, except where:
  - the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or

- the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under repealed section 49 of the *Public Service Act 1922*.

6. Any period of service which ceased:

- (a) through termination on the following grounds:
  - the employee lacks, or has lost, an essential qualification for performing his or her duties;
  - non-performance, or unsatisfactory performance, of duties;
  - inability to perform duties because of physical or mental incapacity;
  - failure to satisfactorily complete an entry level training course;
  - failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*; or
  - a breach of the Code of Conduct; or
- (b) on a ground equivalent to a ground listed in subparagraph 6(a) above under the repealed *Public Service Act 1922*; or
- (c) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- (d) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit

will not count as service for severance pay purposes.

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

#### Rate of Payment

8. For the purpose of calculating any payment under clause 1, salary will include:
- the employee's salary at their substantive work value level; or
  - the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retirement; and
  - other allowances in the nature of salary which are paid during periods of recreation leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

## DISCRETIONARY LEAVE

Examples of circumstances in which discretionary leave (without pay unless otherwise determined by the Commissioner) may be granted:

- meeting parental and/or caring responsibilities, including in circumstances relating to adoption;
- undertaking religious or ceremonial obligations, particularly for indigenous employees;
- accompanying a spouse on a temporary posting overseas;
- campaigning for election<sup>4</sup>;
- appearing as a witness in legal proceedings;
- taking compensation leave where it is part of a rehabilitation program;
- employee or union representatives preparing for and/or attending industrial proceedings that directly involve the APS Commission (subject to operational requirements);
- holding office in a non-government or voluntary welfare sector organisation, providing the employee has been employed in the APS for a continuous period of four years, with at least two years in the APS Commission;
- undertaking full-time study;
- suffering long-term health problems;
- being members of emergency services;
- where an employee's house or home contents have been destroyed or damaged or are at risk;
- participating at international sporting events; or
- any other circumstances approved by the Commissioner.

Circumstances in which discretionary leave with pay will be granted:

- defence service including defence reservist training and deployment. Such leave will be granted in accordance with the Commission's Leave Guidelines.

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<sup>4</sup> Note that in some circumstances there may be a legal requirement for a candidate to resign from the APS in order to be eligible to stand for election. Employees should seek their own legal advice.