

**DEPARTMENT OF FOREIGN
AFFAIRS AND TRADE**

ENTERPRISE AGREEMENT

2010 - 2011

SCOPE AND OBJECTIVE.....	7
Title.....	7
Parties Covered.....	7
Objective	7
Interpretations/Definitions	8
Representation	10
Commencement and Duration.....	11
Comprehensive Agreement.....	11
Individual Flexibility Arrangements.....	12
Giving Primacy to the Parties.....	13
Delegations.....	14
Consultation Procedures	14
Additional Consultation Arrangements.....	16
The Workplace Relations Committee (WRC)	16
Procedures for Resolving Disputes	18
Termination of Employment	19
CAREER AND EMPLOYMENT.....	20
Introduction	20
Human Resource Management.....	20
Staff Support and Welfare Services	21
Leadership and Management.....	22
Workplace Diversity	22
Anti-discrimination.....	22
A Diverse Workplace Free of Harassment, Bullying and Discrimination	23
Occupational Health and Safety (OH&S).....	24
Environmental Initiatives.....	25

Staffing Structures	25
Performance Management.....	26
Participation	27
Key Elements of DFAT’s Performance Management System	28
Performance Appraisal Ratings	29
Advancement through Broadbands, Bands and Payment of Performance Bonuses	32
Review Procedures.....	33
Skills Development Plan	33
Training and Development.....	34
Engagement and Promotion Processes	35
Probation.....	36
Security	36
Postings and Placements.....	36
Graduate Trainees	38
Corporate and Financial Management Trainees	38
Administrative Officer Development Programs	39
Support for Indigenous Employees.....	40
Indigenous Cadetship Program	40
Intermittent/Irregular Employees.....	42
Directors of State and Territory Offices	42
Redeployment, Reduction and Retrenchment.....	43
MORE FLEXIBLE WORKING ARRANGEMENTS	44
A Flexible Workplace.....	44
Working Smarter	44
Permanent Part-time Work.....	45
Mature-aged Employees	46
Home-based Work	46

Child Care.....	47
Emergency Care of Dependants	47
Hours of Work	48
Flexible Working Arrangements.....	48
Flex-time	49
Time-off-in-lieu.....	50
Excess Duty	51
Shiftwork	53
Medical Officers.....	54
Passport Offices	55
Consular and Passports Services	55
Technical Services	56
Employees performing classified courier services.....	56
LEAVE AND ALLOWANCES	57
Public Holidays and Additional Holidays.....	57
Public Holidays in Australia	57
Additional Holidays in Australia	58
Holidays at Post.....	58
Annual Leave	59
Additional Hardship Leave.....	61
Payment on Death.....	61
Personal/Carer's Leave (PCL)	61
Compassionate Leave	63
Study Leave.....	64
Maternity Leave.....	64
Adoption Leave	65
Parental Leave - Paid	65
Parental Leave - Unpaid.....	66

Long Service Leave	67
Miscellaneous Leave - Paid.....	67
Miscellaneous Leave - Unpaid	69
Purchased Leave.....	70
Portability of Leave	70
Unauthorised Leave.....	70
Allowances	70
Restriction Allowance.....	71
Departmental Liaison Officer Allowance.....	71
Higher Duties Allowance.....	72
Relocation Expenses.....	72
Remote Localities Assistance.....	72
Support For Professionals	72
REMUNERATION.....	73
Productivity Payments	73
Payment of Salary	73
Setting Starting Salary	73
Correcting Starting Salary.....	73
Salary on Reduction.....	73
Method of Payment	74
Remuneration Supplementation.....	74
Salary Packaging	74
Mandated Superannuation Contributions for Employees Aged 70 Years or Older	74
'In-lieu-of-superannuation' Allowance for Employees Aged 70 Years or Older	75
Superannuation Choice	75
Overseas Conditions of Service.....	77

Short-term Domestic and Overseas Missions	77
Annex 1	80
Staffing Structures and Pay Points	80
Annex 2	85
Managing Underperformance.....	85
Annex 3	89
Redeployment, Reduction and Retrenchment.....	89
Annex 4	96
DFAT Workplace Delegates – Principles and Guidelines	96

SCOPE AND OBJECTIVE

TITLE

- 1.1 This Agreement will be known as the Department of Foreign Affairs and Trade Enterprise Agreement 2010- 2011.

PARTIES COVERED

- 1.2 This Agreement is made between and covers the Secretary of DFAT on behalf of the Commonwealth and DFAT employees under section 172 of the *Fair Work Act 2009*.
- 1.3 This Agreement covers the following employee organisations, which were bargaining representatives for this Agreement, if Fair Work Australia notes in its decision to approve this Agreement that it covers the following employee organisations:

Community and Public Sector Union (CPSU)

Australian Manufacturing Workers' Union (AMWU)

Media, Entertainment and Arts Alliance (MEAA)

Australian Salaried Medical Officers Federation (ASMOF)

- 1.4 This Agreement covers the terms and conditions of employment of all non-SES Australian Public Service (APS) employees of DFAT employed under the *Public Service Act 1999*.

OBJECTIVE

- 1.5 This Agreement aims to facilitate achievement of departmental priorities and requirements including by:
 - i. encouraging employees and supervisors to manage and prioritise workloads within reasonable working hours;
 - ii. maintaining a strong performance-based culture;
 - iii. continuing to improve the department's effectiveness through high-quality management of its human resources to achieve excellence in foreign and trade policy and client service;
 - iv. increasing operational efficiency with streamlined administrative processes and more flexible working arrangements;

- v. aiming to ensure flexibility for employees to better balance their professional and personal lives;
- vi. promoting employee commitment to DFAT by upholding workplace diversity, anti-discrimination and employee-friendly principles and policies;
- vii. enhancing employee development through a positive working environment that emphasises well-focused training and career development;
- viii. promoting adherence to the APS Values and the APS Code of Conduct set out in the *Public Service Act 1999* and the DFAT Code of Conduct for Overseas Service, which takes account of the particular significance of the department's role outside Australia. Ethical conduct by employees contributes significantly to efficiency and effectiveness in the workplace and to the standing of the department and its employees in Australia and internationally.

1.6 In developing this Agreement, four principles have been embraced:

- i. the Agreement has been developed to contribute to a harmonious working environment in the department with the aim of ensuring that DFAT is an employer of choice by providing employment conditions that appropriately recognise and remunerate employees;
- ii. the arrangements and provisions contained herein have been developed and will be implemented in the context of the department's overall budget;
- iii. the parties to this Agreement recognise the link between gains in productivity and the need to reflect these in improved conditions of employment where possible; and
- iv. a commitment to consult with employees and their representatives, including through the Workplace Relations Committee (WRC), on working arrangements and conditions of employment.

INTERPRETATIONS/DEFINITIONS

1.7 For the purposes of this Agreement:

- 'Agreement' means the Department of Foreign Affairs and Trade Enterprise Agreement 2010- 2011;

- ‘APS’ means the Australian Public Service;
- ‘CMD’ means Corporate Management Division;
- ‘department’ or ‘DFAT’ means the Department of Foreign Affairs and Trade;
- ‘employee’ means an employee of DFAT who is employed under the *Public Service Act 1999* and whose employment is covered by this Agreement;
- ‘employee organisation’ means an organisation of employees, including unions, registered pursuant to the Fair Work (Registered Organisations) Act 2009;
- ‘family’ - for the purposes of the provisions on personal/carer’s leave and compassionate leave set out in this Agreement, means
 - i. a spouse or de facto partner (irrespective of gender), child (including an adopted child, a step-child, a foster child, or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee; and/or
 - ii. a child (including an adopted child, a step-child, a foster child, or an ex-nuptial child), parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; and/or
 - iii. traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs;
 - iv. reference to a spouse or de facto partner also includes a former spouse or former de facto partner of the employee;
- ‘APS employee’ means an APS employee within the meaning of the *Public Service Act 1999*;
- ‘FWA’ means Fair Work Australia;
- ‘HOM’ means Head of Mission;

- ‘HOP’ means Head of Post;
- ‘HRM’ means Human Resource Manual;
- ‘ICPs’ means employees engaged pursuant to the department’s Indigenous Cadetship Program;
- ‘non-ongoing employee’ means a non-ongoing APS employee within the meaning of the *Public Service Act 1999*;
- ‘ongoing employee’ means an ongoing APS employee within the meaning of the *Public Service Act 1999*;
- ‘promotion’ has the same meaning given by subparagraph 4.6(1) of the Public Service Commissioner’s Directions 1999;
- ‘Secretary’ means the Secretary of the Department of Foreign Affairs and Trade;
- ‘SES’ means the Senior Executive Service established by the *Public Service Act 1999*;
- ‘technical employees’ means ongoing employees in the ICT Services Branch, ICT Planning and Development Branch, Diplomatic Security Branch and at overseas posts who provide technical support and services to the department;
- ‘WRC’ means the Workplace Relations Committee established under this Agreement.

REPRESENTATION

- 1.8 The parties to this Agreement recognise that all employees are free to choose whether or not to join a union or other employee organisation, without disadvantage or discrimination. The department recognises the legitimate role of unions to act on behalf of their members and for the benefit of employees and to organise and bargain collectively.
- 1.9 In any matter arising under this Agreement, an employee may have an employee representative assist or represent them, and all relevant persons will deal with any such representative in good faith. This assistance includes acting as an advocate.

- 1.10 The parties to this Agreement agree to the principle that employee representatives shall be provided with reasonable facilities to carry out their roles. Information on the role of employee representatives is detailed in Annex 4 and the HRM.

COMMENCEMENT AND DURATION

- 1.11 In accordance with section 54 of the *Fair Work Act 2009* this Agreement commences operation seven days after it is approved by FWA or 7 July 2010, whichever is the later. The nominal expiry date of this Agreement is 30 June 2011.

COMPREHENSIVE AGREEMENT

- 1.12 This Agreement exhaustively states the terms and conditions of employment of the employees covered by this Agreement other than the terms and conditions applying under Commonwealth law (including determinations made pursuant to s.24(1) of the *Public Service Act 1999*).

- 1.13 It is acknowledged that employment in the department is in accordance with the provisions of legislation, as may be amended from time to time, including:

- *Administrative Decisions (Judicial Review) Act 1977;*
- *Age Discrimination Act 2004;*
- *Disability Discrimination Act 1992;*
- *Fair Work Act 2009;*
- *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009;*
- *Human Rights and Equal Opportunity Commission Act 1986;*
- *Long Service Leave (Commonwealth Employees) Act 1976;*
- *Maternity Leave (Commonwealth Employees) Act 1973;*
- *Occupational Health and Safety Act 1991;*
- *Privacy Act 1988;*

- *Public Employment (Consequential and Transitional Amendment) Act 1999;*
- *Public Service Act 1999;*
- *Racial Discrimination Act 1975;*
- *Safety Rehabilitation and Compensation Act 1988;*
- *Sex Discrimination Act 1984;*
- *Superannuation (Productivity Benefit) Act 1988;*
- *Superannuation Act 1976;*
- *Superannuation Act 1990;*
- *Superannuation Act 2005;*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- *Superannuation Guarantee (Administration) Act 1992;*
- *Superannuation Industry (Supervision) Act 1993.*

INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 1.14 The department and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- i. the Agreement deals with one or more of the following matters:
 - a) arrangements about when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances;
 - e) leave loading; and
 - ii. the arrangement meets the genuine needs of the department and the employee in relation to one or more of the matters mentioned in sub-paragraph 1.14(i); and
 - iii. the arrangement is genuinely agreed to by the department and the employee.

- 1.15 The department must ensure that the terms of the individual flexibility arrangement:
- i. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - ii. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - iii. result in the employee being better off overall than the employee would be if no arrangement was made.
- 1.16 The department must ensure that the individual flexibility arrangement:
- i. is in writing; and
 - ii. includes the name of the employee and the Secretary; and
 - iii. is signed by the Secretary and the employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - iv. includes details of:
 - a) the terms of this Agreement that will be varied by the arrangement; and
 - b) how the arrangement will vary the effect of the terms; and
 - c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - v. states the day on which the arrangement commences.
- 1.17 The department must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.18 The department or the employee may terminate the individual flexibility arrangement:
- i. by giving no more than 28 days written notice to the other party to the arrangement; or
 - ii. if the department and employee agree in writing – at any time.

GIVING PRIMACY TO THE PARTIES

- 1.19 To maintain the integrity of this Agreement, the parties agree to meet and confer about a relevant matter where for any reason a provision of this Agreement is not enforceable, or amendments

to legislation or regulations undermine the operation of a provision of this Agreement or make a provision of this Agreement not enforceable.

- 1.20 In February 2011, the parties to this Agreement, or their representatives, shall meet and confer on matters of interest, including the state of the labour market and economic and fiscal conditions more generally.

DELEGATIONS

- 1.21 The powers and functions assigned to particular individuals under this Agreement may be delegated on condition that:
- i. delegations can only be made to DFAT employees;
 - ii. the power to delegate cannot itself be delegated;
 - iii. the delegate must comply with directions from the person making the delegation.

CONSULTATION PROCEDURES

- 1.22 These procedures apply if:
- i. the department has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - ii. the change is likely to have a significant effect on employees of the enterprise.
- 1.23 The department must notify the relevant employees of the decision to introduce the major change.
- 1.24 The relevant employees may appoint a representative for the purposes of these procedures.
- 1.25 If:
- i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the department of the identity of the representative;
- the department must recognise the representative.
- 1.26 As soon as practicable after making its decision, the department must:
- i. discuss with the relevant employees:
 - a) the introduction of the change; and

- b) the effect the change is likely to have on the employees; and
 - c) measures the department is taking to avert or mitigate the adverse effect of the change on the employees; and
 - ii. for the purposes of the discussion – provide, in writing, to the relevant employees:
 - a) all relevant information about the change including the nature of the change proposed; and
 - b) information about the expected effects of the change on the employees; and
 - c) any other matters likely to affect the employees.
- 1.27 However, the department is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 1.28 The department must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 1.29 If a paragraph in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the department, the requirements set out in paragraphs 1.23, 1.24 and 1.26 are taken not to apply.
- 1.30 Under these procedures, a major change is likely to have a significant effect on employees if it results in:
- i. the termination of the employment of employees; or
 - ii. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain employees; or
 - vi. the need to relocate employees to another workplace; or
 - vii. the restructuring of jobs.
- 1.31 In these procedures, 'relevant employees' means the employees who may be affected by the major change.

ADDITIONAL CONSULTATION ARRANGEMENTS

- 1.32 In addition to (but not inconsistent with) the procedures outlined above, and to facilitate the harmonious operation of this Agreement, and such other workplace relations and conditions of employment issues such as may arise from time to time, consultative arrangements will continue to operate and will involve:
- i. a commitment to consult with employees and their representatives about workplace matters that affect them;
 - ii. maintenance of the WRC, which is the peak consultative body through which employees views can be given consideration; and
 - iii. a designated employee who will report to the First Assistant Secretary, Corporate Management Division (FAS CMD), and who will provide a first point of contact for any matters arising out of the operation of this Agreement. The same employee will oversee employees in relation to the secretariat function for the WRC and its sub-committees.
- 1.33 For the purposes of the Additional Consultation Arrangements, 'consultation' means the sharing of information and providing a genuine opportunity for employees and their representatives to put their views to the appropriate decision maker and for those views to be properly considered and responded to before a decision is made.

THE WORKPLACE RELATIONS COMMITTEE (WRC)

- 1.34 The WRC will provide a forum for:
- i. considering and developing means of improving the quality of the work environment;
 - ii. addressing matters of employment concern, including those arising from the implementation and operation of this Agreement; and
 - iii. such other responsibilities as are assigned to the WRC under the terms of this Agreement.
- 1.35 Members of the WRC will be drawn from a wide cross-section of employees. The WRC will comprise employee representatives (two employees from each band and broadband and one SES employee); up to two representatives chosen by each union and

by the Association of Foreign and Trade Employees (AFTE); and representatives of the department's management.

- 1.36 Band and broadband employee representatives will be elected by employees, with the election to be managed by the designated employee, as defined in paragraph 1.32 (iii). The designated employee has the responsibility for organising elections for band and broadband employee representatives, covering nominations, polling of employees, and declaration of poll outcome. Elections will be conducted in accordance with the principles of openness of process, confidentiality and accountability, and as agreed by the WRC.
- 1.37 The operations of the WRC and its sub-committees (see paragraph 1.39) will be guided by a set of Operating Principles (Principles) agreed, and amended from time to time as necessary, by WRC members. The Principles will be announced and made easily accessible to all employees. They will promote, as the basis of the WRC's work, the objective of effective consultation, whereby WRC members, and through them employees, have the opportunity to contribute to the development of decisions on the department's human resources management and related policies. The Principles will make appropriate provision for participation in the WRC by non-WRC members. These Principles are to be read in conjunction with Annex 4 of this Agreement (DFAT Workplace Delegates – Principles and Guidelines).
- 1.38 The WRC will meet at least four times each year, normally in September, November, March and June. The Chair may consider requests by members for additional meetings. The Secretary, or nominee, will chair the WRC. The members of the WRC will seek to resolve issues through a process of consultation. In addition to considering issues that arise from time to time and may be placed on the WRC's agenda, the WRC will develop a program allowing for in-depth discussion of a key issue at any of its meetings. Such a discussion would not preclude consideration of that issue at other times.
- 1.39 The WRC may establish sub-committees as required. Sub-committees will comprise members and/or nominees of the WRC, including representatives of the relevant unions as required. Currently, two sub-committees have been established:

the Occupational Health and Safety Sub-Committee and Overseas Conditions of Service Sub-Committee.

- 1.40 Facilities will be made available for WRC members to participate in WRC activities as part of their duties.

PROCEDURES FOR RESOLVING DISPUTES

- 1.41 If a dispute relates to:
- i. a matter arising under this Agreement; or
 - ii. the National Employment Standards in Part 2-2 of the *Fair Work Act 2009*;
- this section sets out procedures to settle the dispute.
- 1.42 An employee who is a party to the dispute may appoint a representative for the purposes of these procedures.
- 1.43 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 1.44 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.
- 1.45 FWA may deal with the dispute in two stages:
- i. FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - ii. if FWA is unable to resolve the dispute at the first stage, FWA may then:
 - a) arbitrate the dispute; and
 - b) make a determination that is binding on the parties.

Note: If FWA arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*. A decision that FWA makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.

- 1.46 While the parties are trying to resolve the dispute using these procedures:

- i. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- ii. an employee must comply with a direction given by the department to perform other available work at the same workplace, or at another workplace, unless:
 - a) the work is not safe; or
 - b) applicable occupational health and safety legislation would not permit the work to be performed; or
 - c) the work is not appropriate for the employee to perform; or
 - d) there are other reasonable grounds for the employee to refuse to comply with the direction.

1.47 The parties to the dispute agree to be bound by a decision made by FWA in accordance with these procedures.

TERMINATION OF EMPLOYMENT

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

- i. the *Fair Work Act 2009*;
- ii. other Commonwealth laws (including the Constitution); and
- iii. at common law.

1.49 Termination of, or a decision to terminate employment, cannot be reviewed under the procedures for resolving disputes addressed in paragraphs 1.41 to 1.47.

1.50 Section 29(3) of the *Public Service Act 1999* sets out the grounds on which the Secretary may terminate the employment of an ongoing employee. Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123(1)(b) of the *Fair Work Act 2009*, subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the APS Code of Conduct under section 15 of the *Public Service Act 1999*.

CAREER AND EMPLOYMENT

INTRODUCTION

- 2.1 DFAT needs to attract and retain skilled staff able to deliver high-quality foreign and trade policy outcomes for the government and for the Australian community. The department aims to offer its employees professionally rewarding career opportunities with appropriate training and development, incentives for high performance, the best practicable conditions of service, and fair and transparent staffing processes. In deploying and managing staff in Australia and overseas in the context of meeting corporate objectives, the department will seek to assist staff to balance their personal and professional lives.
- 2.2 DFAT generally relies on ongoing employment as the standard form of employment in the department. The parties to this Agreement recognise that this form of employment normally provides the greatest security and wellbeing for DFAT employees and their families.

HUMAN RESOURCE MANAGEMENT

- 2.3 The department acknowledges its employees as its most fundamental and valued resource and remains committed to continually improving, in consultation with staff, its human resources management.
- 2.4 The department aims to provide information to employees and supervisors to facilitate the effective day-to-day operations of the department. In accordance with human resource management best practice, the department maintains a Human Resource Manual (HRM) and other policy documents, as amended from time to time, to implement the principles and conditions outlined in this Agreement, and to provide information on how the department will ordinarily make decisions on human resource management issues.
- 2.5 References in this Agreement to the department's HRM are for the further information of staff and it is not intended that the HRM forms part of this Agreement. Should there be any inconsistency between the HRM and the terms of this Agreement, the express terms of this Agreement will prevail.

However, DFAT and its employees recognise that they will have reference to the HRM in the department's day-to-day operations.

- 2.6 The department will continue to review and update the HRM as necessary, in consultation with employees and their representatives and in a manner consistent with the principles contained in this Agreement. This will include continuing the process of consultation with the WRC and its sub-committees. The department will continue to announce significant amendments of the HRM by administrative circular.
- 2.7 Any relevant action taken, or decision made, by the department will be consistent with the terms of policies, procedures and guidelines in force as at the time the relevant action is taken or decision is made.

STAFF SUPPORT AND WELFARE SERVICES

- 2.8 The department recognises that employees often operate under difficult and stressful circumstances and is committed to providing a solid support network for staff and their families.
- 2.9 The department provides support services including the Medical Unit, the Occupational Health and Safety Unit, the Staff Counselling Office, the Workplace Diversity Unit (WDU), the Family Liaison Officer (FLO) and the Community Liaison Officer network.
- 2.10 The Staff Counselling Service is on call for emergency counselling assistance. Staff in Regional and Passport Offices have access to equivalent clinical services through contracted service providers. The Service provides confidential counselling support on work or personal matters to both employees and their families.
- 2.11 The FLO provides information, support and assistance to employees, in Australia and overseas, on a wide range of general and personal issues, including information for employees and families preparing for or returning from a posting and assistance to employees and families temporarily evacuated to Australia due to a crisis at post.
- 2.12 Employees will be entitled to a free influenza vaccination once a year, as set out in the HRM.

LEADERSHIP AND MANAGEMENT

- 2.13 Strong leadership and management are vital in ensuring that DFAT remains a high-performing department in which employees are motivated to contribute to corporate goals. A key objective of this Agreement, therefore, is to reinforce the department's performance orientation through a strong performance management system.
- 2.14 The development of strong leadership and management skills is given high priority in DFAT's training and development policy (see paragraph 2.64 below). These skills will continue to underpin the successful operation of DFAT's performance management system. They are necessary for supervisors at all levels and essential for advancement into the SES. Supervisors are required to undertake leadership and management training, including with respect to the performance management system.

WORKPLACE DIVERSITY

- 2.15 DFAT recognises the importance of embracing workplace diversity and equity, specifically the unique qualities, attributes, skills and experiences all employees bring to the workplace. An employee's family, carer and other responsibilities, and the need to balance these with work, also contribute to the diversity of our workforce. DFAT and its employees will actively promote a positive work environment based on respect and continue to implement and promote the department's Workplace Diversity Program to assist in giving effect to the APS Values and Code of Conduct.

Anti-discrimination

- 2.16 DFAT is committed to fostering a positive workplace where people treat each and the community with respect. DFAT and its employees will work to prevent and eliminate discrimination in the department on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, consistent with the *Fair Work Act 2009*, the *Public Service Act 1999* and other relevant legislation. The conditions regarding the official recognition of de facto relationships for the purposes of conditions of service under this Agreement apply regardless of sexual preference.

A Diverse Workplace Free of Harassment, Bullying and Discrimination

- 2.17 Harassment, bullying and discrimination are unacceptable in DFAT and contrary to the APS Values and Code of Conduct. The department is committed to providing a fair, flexible, safe and rewarding workplace, where all employees are responsible for promoting a work environment free from harassment, bullying or discrimination. Managers and supervisors have particular responsibilities for implementing the department's Workplace Diversity Program as set out in the HRM, being alert to diversity issues in the workplace and taking timely action in response to reported or observed harassment, bullying or discrimination. The department does not tolerate behaviour which undermines morale and productivity and which, if not dealt with, can harm the well being and performance of individuals and work units. The department's Code of Conduct for Overseas Service explicitly prohibits employees serving overseas from bullying, discriminating against, or harassing any other person.
- 2.18 In circumstances where a harassment, bullying or discrimination issue arises, the department will take prompt action to address specific concerns of the affected employee including, where appropriate, changes to work placements. There are many formal and informal actions available to resolve discrimination, bullying or harassment concerns of aggrieved employees. These actions range from mediation between the parties to lodgement of a formal grievance with associated investigation and the potential for action under the Code of Conduct. Procedures for determining breaches of the Code of Conduct will be done in accordance with procedural fairness and natural justice, as set out in sections 15(3) and 15(5) of the *Public Service Act 1999*. An employee is entitled at any stage of an investigation or determination process to have a person of choice (e.g. a family member, union delegate, work colleague or lawyer) present during meetings or interviews into allegations of harassment, bullying or discrimination.
- 2.19 The formal point of contact for employees is the Assistant Secretary, Remuneration and Post Management Branch or, in the case of Regional and State Passports Office employees, State and Territory Office Directors. The Workplace Diversity Unit

(WDU) and nominated Workplace Diversity Contact Officers (WDCOs) play a key role in supporting the department's Workplace Diversity Program and the prevention of harassment, bullying and discrimination in the workplace. The department supports the WDCOs with appropriate facilities, training and guidance to carry out their role.

- 2.20 With the common goal of promoting a productive workplace, the department will seek to ensure:
- i. that employees are provided with a fair, flexible, safe and rewarding workplace, characterised by respect, courtesy inclusion and equity;
 - ii. early intervention in instances of workplace harassment, bullying or discrimination and fair treatment of employees involved; and
 - iii. appropriate resolution of employees' complaints about alleged workplace harassment, bullying or discrimination.
- 2.21 The department will involve the parties to this Agreement in discussion on the department's harassment, bullying and discrimination policies and update the Ethics Committee and WRC on an annual basis on progress in meeting the aforementioned objectives.

OCCUPATIONAL HEALTH AND SAFETY (OH&S)

- 2.22 DFAT recognises the importance of maintaining a healthy and safe workplace.
- 2.23 The Health and Safety Management Arrangements (HSMAs) detail the department's occupational health and safety management processes, responsibilities and commitments; and provide the framework for effective cooperation and consultation between the department and employees on OH&S matters.
- 2.24 Arrangements under the HSMAs for the operation of the WRC OH&S Sub-Committee, State and Territory Health and Safety Committees and Overseas Posts Health and Safety Forums shall only be altered by agreement of the WRC.
- 2.25 The parties shall continue, in accordance with the *OH&S Act*

1991 and Regulations, cooperative arrangements for the training of Health and Safety Representatives and the design and review, from time to time, of Designated Work Groups through the WRC OH&S Sub-Committee, which shall provide the framework for effective cooperation and consultation between the employer and employees on OH&S matters.

- 2.26 In addition to their statutory obligations, the employer, supervisors and employees have responsibilities under the HSMAs.
- 2.27 References in this Agreement to the department's HSMAs are for further information of employees and it is not intended that the HSMAs forms part of this Agreement. However, DFAT and its employees recognise that they will refer to the HSMAs for management of occupational health and safety.

ENVIRONMENTAL INITIATIVES

- 2.28 The department is committed to achieving the continual improvement of its environmental performance and contributing to environmentally sustainable development, including maintaining certification for its Environmental Management System (EMS) for DFAT's operations in the RG Casey Building to the International Standard ISO 14001:2004. A report on environmental initiatives shall be an annual agenda item for the WRC. Reasonable employee proposals on environmental initiatives will be referred from the WRC to the EMS Committee.
- 2.29 The department will seek to minimise adverse environmental impacts in accordance with DFAT's Environmental Policy, as updated from time to time.
- 2.30 The department will dedicate 10 car parking spaces in the Brisbane Avenue car park for cars carrying at least 3 DFAT employees to and from work.

STAFFING STRUCTURES

- 2.31 The department's staffing structure consists of: Broadband One (comprising APS Levels 1-3); a GT/CFMT/ICP/ICPG Training Band (comprising APS Levels 2-5); Broadband Two (comprising APS Levels 4-5); the APS Level 6, Executive Level 1 and Executive Level 2 Bands; the Public Affairs Officers Bands; and

the Medical Officers Bands; which cover all employees under this Agreement (see Annex 1). The structure is based on the authorised eight-level APS classification structure. Work Level Standards have been developed for each classification and level and shall not be altered except by agreement between the department and representatives of employees at the WRC.

- 2.32 In the event that new APS Classification Rules are developed, the parties shall meet and confer about the best mechanisms to give effect to the changes.

PERFORMANCE MANAGEMENT

- 2.33 The objectives of the performance management system are to encourage and reward high achievement, to improve and manage individual performance to expected work-level standards and to develop and train employees to meet both the career development and training needs of individuals and the department's skills needs. The department is committed to a performance management system that is fair and equitable for all employees, is conducted with integrity and is consistent with the *Public Service Act 1999*.
- 2.34 Mutual obligation is a key component of the performance management system. Supervisors are obliged to ensure that performance management processes are in place and operate effectively. Employees are obliged to actively participate in performance management processes to ensure they are carried out constructively and to mutual benefit.
- 2.35 The performance management system (PMS) provides supervisors and employees with a framework to:
- i. improve organisational performance by linking and aligning individual and organisational objectives and outcomes;
 - ii. encourage, recognise and reward employees for their performance and achievements;
 - iii. provide a mechanism for pay point advancement within broadbands and bands and to support postings, placements and promotion processes;
 - iv. develop and train employees to meet both the needs of

individuals and the skills needs of the department; and

- v. identify and manage performance problems early, including underperformance.

2.36 The Performance Management Manual (PMM) provides guidance to employees and supervisors on the department's PMS. It sets out the procedures and supporting practices that underpin the performance management system.

Participation

2.37 The timing of the performance management cycle will be from 1 April to 31 March each year with the mid-term review to be held during September and October.

2.38 All ongoing employees will participate in the performance management system. However, for any cycle, employees must have worked or been on paid leave for at least 100 work days of the performance cycle to be eligible to receive a performance appraisal rating and annual pay point advancement or performance bonus.

2.39 Non-ongoing employees engaged for more than 12 months will participate in the performance management system. However, for any cycle, non-ongoing employees must have worked or been on paid leave for at least 100 work days of the performance cycle to be eligible to receive a performance appraisal rating and annual pay point advancement or performance bonus.

2.40 Non-ongoing employees engaged for less than 12 months are not eligible to participate in the performance management system.

2.41 An employee undertaking a secondment or who is placed with another organisation (whether public or private, a foreign ministry or international body, and including training courses) for an agreed period, whose placement is funded by the department and who does not draw any performance rewards from that other organisation, will be eligible to participate in the department's performance management system. Guidelines are detailed in the Performance Management Manual.

2.42 Non-SES employees on continuous higher duties in non-SES positions for the entire performance cycle will be appraised at that level. Pay point advancement or the payment of

performance bonuses will be at the higher level for employees who are currently at the top of their substantive broadband or band. The pay point/s gained at the higher level will be maintained while the employee is on paid higher duties or should he/she subsequently be promoted to the higher level.

Key Elements of DFAT's Performance Management System

- 2.43 It is the responsibility of the employee and supervisor to complete a performance agreement at the start of the performance cycle, or when the employee takes up a new position.
- 2.44 The main elements of the PMS are:
- i. performance agreements are the basis for assessment of individual performance. Performance agreements must:
 - a) reflect the work level standards relevant for the employee's APS classification;
 - b) clearly specify the major objectives and outcomes expected; and
 - c) include well-defined and achievable performance indicators;
 - ii. regular and constructive two-way feedback that encourages honest and open discussion between supervisors and employees, is consistent with a "no surprises" approach and is complemented by formal appraisal interviews at mid and end of cycle;
 - iii. mid-term reviews are an essential part of the PMS and it is the obligation of both supervisor and employee to ensure these take place. Mid-term reviews should consist of discussion about overall performance (including training and development plans);
 - iv. collective upward appraisals are an essential component of the system. It ensures that the supervisor's performance as a manager is properly assessed and taken into consideration when determining his/her performance rating;
 - v. it is the obligation of both the supervisor and the employee to ensure an end-of-cycle appraisal takes place. Individual end-of-cycle appraisals must take into account comments from an employee's previous supervisor/s during the

- performance management cycle;
- vi. end of placement/posting interviews are required for all employees when either the supervisor or employee leaves a work unit or when the employee takes an extended leave of absence from the department where it is expected that they will not resume duties by the end of the performance management cycle. End of placement/posting interview comments must be factored into the final performance rating at the end of the performance cycle;
 - vii. supervisors conducting end-of-cycle appraisals and end-of-placement/posting interviews should provide employees with a clear and honest appraisal of their performance; and employees should respond and discuss all aspects of their performance appraisal including, where appropriate, aspects of their performance that they consider support a claim for a higher rating;
 - viii. supervisors responsible for the appraisal of employees should be at least one substantive band or broadband level above the employees they supervise, unless otherwise approved by an SES officer in the work area;
 - ix. where a determination has been made that an employee has breached the APS Code of Conduct, the DFAT Code of Conduct for Overseas Service or departmental security standards, this will be taken into account, as appropriate, in determining the employee's final annual performance rating for the year in which the determination is made.

Performance Appraisal Ratings

- 2.45 Performance appraisal ratings will be provided on the basis of a four-point rating scale as set out below:
- i. Performing exceptionally
 - a) the employee consistently exceeds expectations against the objectives and indicators set out in their performance agreement.
 - b) thirty per cent of employees across divisional groupings, broadbands and bands are expected to receive this rating.
 - ii. Performing well

- a) the employee meets and may sometimes exceed expectations against the objectives and indicators set out in their performance agreement.
 - b) there may be development and training options to consider in conjunction with this assessment.
 - iii. Requires development
 - a) the employee sometimes performs below the standard expected in key aspects of their duties against the objectives and indicators set out in their performance agreement.
 - b) this rating would oblige employees to take advantage of further training, guidance and development to lift performance to expected levels, including through a Skills Development Plan (SDP).
 - iv. Does not meet expectations
 - a) the employee consistently performs below the standard expected against the objectives and indicators set out in their performance agreement.
 - b) employees who receive this rating would begin a formal underperformance process as outlined in Annex 2 to this Agreement.
- 2.46 Performance appraisal ratings will be recommended by the immediate supervisor on the basis of the employee's performance against the objectives and indicators set out in the individual performance agreement but are subject to review and confirmation at divisional level.
- 2.47 At the end-of-cycle appraisal interview, supervisors should inform employees of the performance appraisal rating they intend to recommend. If an employee will be recommended for a rating of 'performing exceptionally', the employee should be informed that the initial rating does not guarantee that a final rating of 'performing exceptionally' will be awarded to any individual employee.
- 2.48 Taking into account the discussion of overall performance at the appraisal interview, supervisors must enter an employee's performance appraisal rating in the Peoplesoft system, commenting on the employee's suitability for promotion and

posting and indicate training and development needs. Promotions, placements and postings committees will have access to these reports and may take them into account in promotions, placements and postings decisions. Comments from previous supervisors will also be taken into account in determining the rating. This assessment will be shared with the employee prior to the divisional review.

- 2.49 A divisional review will be conducted by the relevant First Assistant Secretary of all eligible employees in his/her Division rated:
- i. as 'performing exceptionally' to confirm the rating or to reduce the rating to 'performing well'; and
 - ii. as 'requires development' and 'does not meet expectations' to ensure awareness of the outcomes and to oversee an appropriate strategy aimed at lifting performance.
- 2.50 The divisional review will take into account supervisors' assessments of individual employees (as entered in the PeopleSoft system). The Division Head, in consultation with Branch Heads and supervisors, and HOM/HOPs, directors/managers of State, Territory and passport offices and other line areas where applicable, will consider these recommendations.
- 2.51 Following the divisional review, employees will be advised of their final rating. Any employee who has been recommended for a rating of 'performing exceptionally' will be provided with a written explanation from the Division Head if the recommendation is not sustained in the review. It is a requirement that employees be given the opportunity to discuss their final rating with their supervisor.
- 2.52 At the end of each annual performance management cycle, the outcomes by division, gender and classification will be reported to the Departmental Executive and published for the information of employees.
- 2.53 Training in performance management is critical to ensuring the system's integrity and effective operation. All employees are required to attend appropriate departmental training in performance management.

Advancement through Broadbands, Bands and Payment of Performance Bonuses

- 2.54 Employees who receive a 'performing exceptionally' or 'performing well' rating will advance one salary pay point or, if they are at the top pay point of a broadband or band, will receive two per cent of their annual base salary as at 1 April as a performance bonus. GTs/CFMTs/ICPGs at APS3.2 will not be entitled to a performance bonus.
- 2.55 Employees who receive a 'requires development' or 'does not meet expectations' rating will not be entitled to a pay point advancement or bonus.
- 2.56 Non-ongoing Medical Officers move pay points and/or receive a performance bonus of base salary (as at 1 April following the appraisal cycle) on the basis of performance appraisal ratings, as set out in this Agreement.
- 2.57 Jobs will be redesigned and performance agreements modified in line with relevant work level standards as employees move APS levels through a broadband. The names of those employees progressing to a higher APS level within a broadband through the performance management system will be published in an administrative circular.
- 2.58 On conclusion of a secondment or external placement during which an employee did not participate in the department's performance management system, he/she may apply to the Secretary or the Secretary's delegate (Assistant Secretary, Staffing Branch) to be reintegrated at a higher pay point than the employee's substantive pay point level. The Secretary or delegate will take into account any available performance information from the period of secondment or external placement in determining the pay point to apply on reintegration. In all cases, reintegration will be to a pay point within the employee's substantive broadband or band.
- 2.59 Advancement of employees between broadbands, bands, and promotion to the SES band will be on the basis of a formal selection process. The pay point to which employees will advance following such selection processes will be decided by the Secretary or the Secretary's delegate (Assistant Secretary, Staffing Branch), taking account of the requirements of the jobs

to be filled.

Review Procedures

- 2.60 If employees have concerns about the manner in which the performance management process has been conducted, they may elect to deal with the matter under internal departmental procedures in one or more of the following ways:
- i. informal discussion between the supervisor and the employee;
 - ii. an expression of concern in writing to the supervisor; and
 - iii. an expression of concern in writing to an SES officer in the employee's work area.
- 2.61 Employees may submit a request for a review of their performance rating to FAS CMD. The deadline for such requests will be published annually in an administrative circular. FAS CMD will agree to review an employee's performance rating only if the employee has demonstrated that he/she has taken reasonable steps to resolve relevant issues in the workplace and within the parent division, and that there has been a significant procedural flaw in the appraisal process. Only in exceptional circumstances will FAS CMD agree to review an employee's performance rating solely on the basis of a disagreement about the appropriate rating.

Skills Development Plan

- 2.62 Where it has been identified that the employee lacks the necessary knowledge or skills to carry out the duties of a position, the supervisor may prepare a formal Skills Development Plan (SDP) in consultation with the employee and Staffing Branch. The mutually agreed plan would:
- i. identify the existing skills or knowledge of the employee and/or the new skills or knowledge needed;
 - ii. identify and explain expected training and development outcomes;
 - iii. identify the most appropriate mechanism for developing the skills and/or knowledge; and

- iv. identify how the training will be provided, including through the department's regular training program. Supervisors and employees should consult Staffing Branch as necessary about training options.
- 2.63 Only in exceptional circumstances would an employee undertake a second formal SDP in the same work unit with the same supervisor.

TRAINING AND DEVELOPMENT

- 2.64 DFAT and its employees recognise the importance of training and development as an investment in people. The department is committed to providing all employees with focused training and development opportunities directly relevant to the department's corporate goals, and will provide increased resources for this purpose.
- 2.65 The training and development needs of employees will continue to be addressed as part of the performance management process.
- 2.66 The training and development needs of employees will vary according to their role in the organisation and the stage they have reached in their careers. To make best use of the department's available training resources, priority will be given to:
- i. leadership and management skills;
 - ii. core professional knowledge and skills, including policy, advocacy, media, communication, technical and resource management skills;
 - iii. languages; and
 - iv. orientation and induction training.
- 2.67 The department will ensure that appropriate training is available to technical staff to facilitate the development and maintenance of relevant technical skills and competencies, including in first aid.
- 2.68 Divisions, posts and state offices will be required to submit annual Forecast Training Plans to Staffing Branch, and will be assessed on their delivery of these plans in the Post Evaluation Report, Divisional Evaluation Report, and Office Evaluation

Report processes. Similarly, supervisors will, as part of their annual upward appraisals, be assessed on the degree to which they assist staff in meeting agreed training and development needs.

ENGAGEMENT AND PROMOTION PROCESSES

- 2.69 The department is committed to good practice in its engagement and promotion processes. In filling vacancies, the department will seek to balance operational requirements, the need to provide a career structure for employees, and the requirement for employment opportunities to be open to competition from all members of the Australian community.
- 2.70 The department will seek initially to fill its vacancies with employees at level. Where that is not possible, the department places emphasis on the following principles when seeking to fill vacancies:
- i. all employment decisions are based on merit and in accordance with the *Public Service Act 1999* and subordinate legislation;
 - ii. the department may review engagement and promotion processes as necessary in consultation with staff;
 - iii. there is a preference to fill vacancies through bulk round processes where appropriate;
 - iv. bulk rounds are desirable on at least an annual basis, although this will be subject to there being available vacancies;
 - v. specialist selection processes are used to ensure the department is staffed with appropriately skilled employees in specialist areas
 - where possible, ongoing vacancies that arise in Passport Offices and in State/Territories Offices will be filled through specialist selection processes;
 - vi. selection processes will be conducted as quickly and cost effectively as possible without compromising the need for transparency and merit-based decisions; and
 - vii. all unsuccessful departmental candidates will be entitled to seek and receive individual feedback on their application,

at the end of the selection process.

PROBATION

- 2.71 New APS employees who are engaged as ongoing employees in DFAT will be subject to a condition of satisfactory completion of a probation period. The new employee is to be advised in a letter confirming the offer of employment that the period of probation will be for a minimum of six months, which may be extended up to a maximum of twelve months. The circumstances in which the probation period may be extended include where departmental requirements with respect to work level standards and compliance with the APS Values and Code of Conduct and the DFAT Code of Conduct for Overseas Service have not been met during the initial probation period.

SECURITY

- 2.72 A current security clearance is an essential qualification for performing duties in the department and is also a condition of employment in the department. If an employee loses their security clearance, their employment will be terminated. Any other reduction in the level of an employee's security clearance (except for operational reasons) could lead to invocation of the Redeployment, Reduction and Retrenchment provisions of this Agreement (set out in paragraphs 2.104 to 2.106 below).
- 2.73 All security clearance decisions made within the department are subject to the internal review process set out in Chapter 21 of the DFAT Security Instructions.
- 2.74 An employee whose employment is terminated because that employee has lost his/her security clearance has the rights and remedies in relation to termination of employment as set out in paragraphs 1.48 to 1.50 of this Agreement.

POSTINGS AND PLACEMENTS

- 2.75 The postings and placements processes enable the department to deploy staff into positions in such a way that makes best use of our skilled employees, taking account of the department's priority operational needs, as well as the career and personal interests of staff where possible. Where the department intends to fill a position through internal deployment, normally the vacancy will be advertised, and applications invited from

interested employees in the relevant bands and broadbands. In recommending a staff member for a position, Postings and Placements Committees will, subject to the department's operational requirements, take account of the preferences of individual applicants, relevant personal factors, career development needs, and equity issues. The names of the Assistant Secretaries in both Committees will be advised in Administrative Circulars issued during each placements and postings round. Staff who return to duty in Canberra should apply for advertised vacancies well in advance of their start date, bearing in mind that the Placements Committee will recommend placements at level for staff up to three months prior to their recommencement date in the department, including, as necessary, for staff who have not expressed a preference to the Committee before this time.

- 2.76 Unsuccessful applicants in postings and placements rounds can request a copy of the relevant Committee report for positions for which they have applied. The department's obligation under the *Privacy Act 1988* to protect the personal information of other applicants means that comments on other applicants in the Committee reports are not available.
- 2.77 All positions in Australia and overseas classified at the APS 1-5 levels will continue to be advertised as available to both Broadband One (APS 1-3) and Broadband Two (APS4-5) employees, including Graduate Trainees (GTs), Corporate and Financial Management Trainees (CFMTs) and Indigenous Cadet Program Graduates (IPCGs) with the exception of diplomatic courier positions, which will continue to be advertised at the Broadband Two level only. Performance agreements and duties will be amended to reflect the work level standards of the APS classification of the successful candidate.
- 2.78 All positions in Australia and overseas classified at the APS6-EL1 levels will continue to be available to both APS6 band and EL1 band employees. Performance agreements and duties will be amended to reflect the work level standards of the APS classification of the successful candidate.
- 2.79 Details about the postings and placements processes are outlined in the HRM.

GRADUATE TRAINEES

- 2.80 The Graduate Trainee (GT) Program is designed to provide the department with a pool of professional employees interested in making a commitment to a long-term career in DFAT. Selection will be on the basis of relevant qualifications, a written application, an interview process and other assessment exercises, as determined by the department.
- 2.81 GTs will enter the department at APS3.2 level within the GT/CFMT/ICP/ICPG Training Band and will complete a twenty-four month graduate training program.
- 2.82 GTs will enter into performance agreements with their supervisors at the beginning of each placement and will have their performance appraised and rated at the conclusion of each placement against those performance agreements. GTs will enter the department's formal performance management system, as set out in this Agreement, from the start of the first full performance management cycle following their commencement with the department. Director, Graduate, Management and Administrative Trainees Section has overall responsibility for determining GTs' annual performance rating.
- 2.83 The Secretary will re-allocate GTs to a level not less than APS4.1 at the conclusion of the first full performance management cycle following their commencement with the department. This reallocation will be subject to an individual's satisfactory completion of a six month probation period and his/her obtaining a performance rating at the level of 'Performing Well' or 'Performing Exceptionally'.

CORPORATE AND FINANCIAL MANAGEMENT TRAINEES

- 2.84 The Corporate and Financial Management Trainee (CFMT) Program is designed to provide the department with a pool of high quality, resourceful employees from accountancy and financial management disciplines who are interested in building a career in managing the department's assets and resources in Australia and overseas. Selection will be on the basis of relevant qualifications, a written application, an interview process and other assessment exercises, as determined by the department.

- 2.85 CFMTs will enter the department at APS3.2 level within the GT/CFMT/ICP/ICPG Training Band and will complete a twenty-four month training program.
- 2.86 CFMTs will enter into performance agreements with their supervisors at the beginning of each placement and will have their performance appraised and rated at the conclusion of each placement against those performance agreements. CFMTs will enter the department's formal performance management system, as set out in this Agreement, from the start of the first full performance management cycle following their commencement with the department. Director, Graduate, Management and Administrative Trainees Section has overall responsibility for determining CFMTs' annual performance rating.
- 2.87 The Secretary will re-allocate CFMTs to a level not less than APS4.1 at the conclusion of the first full performance management cycle following their commencement with the department. This reallocation will be subject to an individual's satisfactory completion of a six month probation period and his/her obtaining a performance rating at the level of 'Performing Well' or 'Performing Exceptionally'.

ADMINISTRATIVE OFFICER DEVELOPMENT PROGRAMS

- 2.88 The department runs two Administrative Officer Development Programs (ADPs): one at Broadbands One and Two; and one at the APS Level 6 and Executive Level 1 Bands. They aim to provide the department with a pool of appropriately trained employees to fill administrative and management positions in Canberra and at overseas posts, including Senior Administrative Officer positions. Participants undertake a two-year program in the corporate and functional areas of the department to equip them with the necessary administrative and financial management skills. Selection will be on the basis of the candidate's qualities, experience and potential, a written application, an interview process and other assessment exercises, as determined by the department.
- 2.89 ADPs will enter into performance agreements with their supervisors at the beginning of each placement and will have their performance appraised and rated at the conclusion of each placement against those performance agreements. ADPs will continue to take part in the department's formal performance

management system, as set out in this Agreement. Director, Graduate, Management and Administrative Trainees Section has overall responsibility for determining ADPs' annual performance rating.

SUPPORT FOR INDIGENOUS EMPLOYEES

- 2.90 The department is committed to promoting diversity in the workplace. Efforts to promote the recruitment, career development and retention of Indigenous employees and to promote awareness of Indigenous Australia within DFAT form part of the department's workplace diversity program.
- 2.91 The department will seek to improve the recruitment and retention rates of Indigenous employees, in accordance with the Indigenous Recruitment and Career Development Strategy. Subject to operational requirements, the department will consider the implementation of whole-of-government policies and programs relevant to the recruitment, career development and retention of Indigenous employees. The department will seek to ensure that Indigenous employees maximise their potential for a successful career in DFAT. This may include postings, placements and secondments, which are important career options in DFAT.
- 2.92 The department will consult Indigenous employees on changes to the Indigenous Recruitment and Career Development Strategy, through the Indigenous Task Force and in consultation with the Indigenous Employees Network.
- 2.93 As stated in paragraph 1.7, for Indigenous employees, the definition of family extends to members of an employee's kinship group and extended family, for the purposes of the provisions on personal/carer's leave and compassionate leave set out in this Agreement.

INDIGENOUS CADETSHIP PROGRAM

- 2.94 DFAT's Indigenous Cadetship Program is run in conjunction with the Commonwealth Government's National Indigenous Cadetship Support (NICS). The awarding of Indigenous Cadetships to tertiary students is designed to ensure that Indigenous Australians are part of a pool of professional employees interested in making a commitment to a long-term

career in DFAT. Selection will be managed by DFAT through the NICS, and be made on the basis of a written application, satisfactory academic achievement, an interview process and any additional assessment exercises, as determined by the department.

- 2.95 For the duration of the cadetships, cadets will be employed as ongoing employees at the APS2 level while performing practical, on-the-job training during the long vacation in the academic year (usually December to February). Salary will be paid at 50 per cent of the APS2.1 rate during the study component of the cadetship.
- 2.96 In anticipation of graduation, cadets are eligible to apply for DFAT's Graduate Trainee Program and/or the Corporate and Financial Management Trainee Program.
- 2.97 Completion of the cadetship occurs upon graduation. The starting annual salary of graduates from the cadetship program will be at the APS3.2 level within the GT/CFMT/ICP/ICPG Training Band.
- 2.98 ICPGs will complete a twenty-four month graduate training program, except where otherwise agreed between the department and the ICPG.
- 2.99 ICPGs will enter into performance agreements with their supervisors at the beginning of each placement and will have their performance appraised and rated at the conclusion of each placement against those performance agreements. ICPGs will enter the department's formal performance management system, as set out in this Agreement, from the start of the first full performance management cycle following their commencement with the department as an ICPG. Director, Graduate, Management and Administrative Trainees Section has overall responsibility for determining ICPGs' annual performance rating.
- 2.100 The Secretary will re-allocate ICPGs to a level not less than APS4.1 at the conclusion of the first full performance cycle following their commencement with the department. This reallocation will be subject to an individual's satisfactory completion of a six month probation period and his/her

obtaining a performance rating at the level of 'Performing Well' or 'Performing Exceptionally'.

INTERMITTENT/IRREGULAR EMPLOYEES

2.101 The department may engage non-ongoing employees for duties which are intermittent and irregular to address fluctuating workload issues. Such non-ongoing employees will be engaged in accordance with s.22(2)(c) of the *Public Service Act 1999*.

Where this occurs:

- i. non-ongoing employees engaged on an intermittent or irregular basis will be paid for a minimum of four hours work per engagement period, regardless of the hours actually worked. Above this minimum amount, the non-ongoing employee will be paid for each hour that he or she works;
- ii. non-ongoing employees engaged on an intermittent or irregular basis will be entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*;
- iii. subject to sub-paragraph 2.101 (ii) non-ongoing employees engaged on an intermittent or irregular basis will not receive any paid leave, including annual leave, personal/carer's leave, maternity or adoption leave, or be paid for public holidays or additional holidays, but will be entitled, for each day of work performed, to a 20 per cent loading;
- iv. non-ongoing employees engaged on an intermittent or irregular basis will not be entitled to flex-time;
- v. non-ongoing employees engaged on an intermittent or irregular basis are entitled to excess duty allowance paid in accordance with the relevant provisions of this Agreement.

DIRECTORS OF STATE AND TERRITORY OFFICES

2.102 Directors of State and Territory Offices will have access to official vehicles for private use under the terms of the department's Executive Vehicle Scheme.

2.103 The Secretary, may approve one spouse reunion visit per year for Directors and Deputy Directors of State and Territory Offices whose spouse remains at the pre-transfer locality.

REDEPLOYMENT, REDUCTION AND RETRENCHMENT

- 2.104 The parties to this Agreement recognise that, for a variety of reasons, ongoing employees might, at some point, have to consider the options of redeployment, reduction or retrenchment. The procedures for handling redeployment, reduction and retrenchment for these employees are described in Annex 3.
- 2.105 Reduction or retrenchment represents a significant personal and financial transition. Ongoing employees who are directly affected by reduction or retrenchment will therefore be reimbursed, within three months of seeking professional financial advice on the impact of the reduction or retrenchment, an amount specified in the HRM towards the cost of this advice.
- 2.106 Where an ongoing employee becomes excess (within the meaning of Annex 3, paragraph 1), the matter will be dealt with in accordance with the redeployment, reduction and retrenchment provisions specified in this Agreement.

* * * * *

MORE FLEXIBLE WORKING ARRANGEMENTS

A FLEXIBLE WORKPLACE

- 3.1 The department is committed to maintaining and further developing a flexible workplace subject to meeting operational requirements. Flexible working arrangements help employees to balance their professional and personal lives, while providing supervisors with the flexibility needed to deliver high quality services to our clients. Both supervisors and employees have a responsibility to ensure that such flexible arrangements are implemented fairly and according to the following principles:
- i. primary responsibility for developing working arrangements lies with individual work units;
 - ii. in developing more flexible arrangements, supervisors are required to consult fully with employees and to ensure they have taken into account the views and interests of employees. Supervisors are also responsible for ensuring employees are able to access flexible working arrangements, subject to operational requirements;
 - iii. in considering requests for access to work-life balance provisions (e.g. leave or part-time employment), supervisors are required to take into account the views and interests of employees and endeavour to achieve mutually-acceptable outcomes; and
 - iv. where a formal application for access to a work-life balance provision is not approved, reasons shall be provided to the employee in writing.

WORKING SMARTER

- 3.2 The department's greatest asset is the professionalism and dedication of its employees, who accept the importance of ongoing efforts to improve work practices and productivity. Acknowledging the positive impact of the Working Smarter initiative on the department's operations and working environment, the parties to this Agreement agree to sustain efforts to implement Working Smarter principles at all of the department's locations, including overseas posts. Commitment to the Working Smarter principles - including in relation to areas such as handover and briefing practices - will help to:

- i. empower colleagues to operate effectively and sustainably, while allowing for 'surge capacity' when necessary;
 - ii. foster the qualities of high productivity, sound judgement, good time management, strategic delegation, effective priority-setting, a focus on advocacy and outcomes and a sensible work-life balance as core attributes of successful employees; and
 - iii. assist colleagues to deal pre-emptively with problems that could arise from unsustainable workloads, ineffective structures, unprofessional behaviour, or poor management.
- 3.3 The department will continue to recognise and reward employees who manage workloads effectively within reasonable hours.
- 3.4 Supervisors have a responsibility to minimise excessive working hours, including at overseas posts. Their outcomes in this respect will be reflected in their performance appraisals. As required, strategies to reduce the need for excessive hours should be developed consultatively with employees. They should include regular reviews of work practices; rigorous prioritisation; time management training; and appropriate access to time-off-in-lieu and flex-time leave to compensate for unavoidable periods when long hours have had to be worked.
- 3.5 The Departmental Executive will continue to show leadership in advancing smarter work practices.

PERMANENT PART-TIME WORK

- 3.6 The department acknowledges the importance of a work environment that assists employees to balance their various work and personal life responsibilities. The department is committed to providing opportunities for employees at all levels to work on a regular part-time basis, especially parents of children under five years of age. Accordingly, employees will have access to part-time work, including job-sharing, subject to the terms of paragraph 3.7. For part-time employees, remuneration and other benefits will be calculated on a pro rata basis, with the exception of those allowances of a reimbursable nature, in which case part-time employees will be paid in full. The workload will be adjusted to reflect the hours of the

permanent part time employee, as per HRM guidelines.

- 3.7 While the department is committed to providing part-time arrangements to employees, the parties recognise that operational requirements may mean that some positions are less suitable for part-time arrangements. In such cases, the department may advise that part-time work is not available for that position, but would seek to reach agreement on alternative arrangements with the employee to address the employee's work-life balance, including transfer to a position suitable for part-time work. In a transfer situation, the shared goal of the department and the employee will be the identification, where possible, of a position that draws upon the employee's skills, competencies and experience without diminishing, on an overall basis, the employee's work capacity, income or equivalent career progression.

MATURE-AGED EMPLOYEES

- 3.8 The department recognises that, with the continued ageing of the Australian workforce, it should seek to optimise the contribution of mature age employees, and encourage those who are making a valuable contribution to stay longer in the workforce. The department will give sympathetic consideration to flexible working arrangements as a means of retaining mature-aged employees who might otherwise choose to leave.

HOME-BASED WORK

- 3.9 The parties recognise the changes occurring in the workplace and technology and the need to implement flexible and innovative work-life programs such as home-based work and shared-work arrangements.
- 3.10 Home-based work on a short or long term basis may be accessed by employees subject to operational requirements, security considerations and where consistent with the department's policy on hours of work. The department commits to exploring opportunities for home-based work by proposing that the WRC establish a Sub-committee or a WRC Working Group (WG) that will draw on the Gershon Review ICT Teleworking policy, and provide further possible enhancements of home-based work options. The Sub-committee or WG will report to the WRC in September 2010.

CHILD CARE

- 3.11 The continued provision within the RG Casey Building of the Currawong Childcare Centre demonstrates the department's commitment to assist employees balance professional and personal responsibilities. In order to enhance DFAT employees' access to the Centre, DFAT employees have priority over employees from any other organisation in securing childcare places. Allocation of places at the Centre is managed by Centre management, in consultation with the department, through a system in which applicants are awarded points for a number of criteria. DFAT families returning unexpectedly from post for operational reasons and at the department's initiative will receive higher priority access to the Centre in accordance with the allocation policy. In order to provide quality, affordable child care, the department will work with the operator of the Centre to ensure that fees will be maintained at market rates. The department offers salary packaging of childcare fees for its employees with children in care at the Currawong Childcare Centre, as well as salary packaging of childcare fees for its employees with children in care at childcare centres associated with other APS agencies, consistent with taxation legislation and rulings.
- 3.12 The department will reimburse additional childcare costs where employees are required by management to increase their hours of work to cover emergency situations or to meet short term work commitments, including short term missions.

EMERGENCY CARE OF DEPENDANTS

- 3.13 In exceptional circumstances, where a dependant requires care and an employee has pressing work requirements, if the employee agrees and attends for work, the department will reimburse reasonable, unavoidable costs of commercially-provided emergency care for that dependant with an amount corresponding to the standard rates charged by local reputable providers. Reimbursement of emergency care is available for up to a maximum of five days per calendar year. Where possible, employees should obtain prior approval for reimbursement of emergency care from their Division Head or HOM/HOP (or other SES employee at a post).

HOURS OF WORK

- 3.14 Supervisors and employees must reach agreement on patterns of attendance at work, based on the operational needs of the department, client service requirements and bearing in mind employees' personal responsibilities.
- 3.15 In determining the hours of work, supervisors and employees will be guided by the following principles:
- i. hours of work for full-time employees are 150 hours over a four week period, unless stated otherwise in this Agreement. This reflects an average 7 hours 30 minutes of work each day;
 - ii. to the greatest extent possible, areas of the department will be adequately staffed to meet operational requirements during the 7.00 am to 7.00 pm flex-time bandwidth;
 - iii. only in exceptional circumstances will employees be required to work more than 10 hours in any one day. In addressing such issues, supervisors should bear in mind the length of travelling time to and from the place of work which an employee may face;
 - iv. an employee will not be required to work for more than five consecutive hours without at least a 30 minute break;
 - v. core hours may be varied by a written agreement between supervisors and employees, noting that core time should not exceed four and a half hours per day and will not be set outside the standard hours of 8.30 am to 5.00 pm Monday to Friday; and
 - vi. core hours will default to 9.30 am to 12.00 pm and 2.00 pm to 4.00 pm in the absence of any differing agreement between supervisors and employees.

FLEXIBLE WORKING ARRANGEMENTS

- 3.16 Flex-time is a system of flexible working hours. It enables employees and supervisors to vary work attendance to meet peak workloads, enhances organisational flexibility and facilitates employees' ability to meet their personal commitments. Electronic time-recording and reporting functionality provide an efficient and transparent method of recording employees' attendance and monitoring access to flex-

time and time-off-in-lieu (TOIL) for additional hours worked. For these reasons, with the exception of shiftworkers, the flex-time system is a condition of service for APS Level 1 to 6 employees in Canberra, State, Territory and Passport Offices and overseas posts, and for those Executive Level 1 and Executive Level 2 employees who, with their supervisor's agreement, elect to use the system. TOIL also applies in Canberra, State, Territory and Passport Offices and overseas posts. Further details on the operation of flex-time are set out in the HRM.

- 3.17 Except in exceptional circumstances, flex credits and TOIL built up in one work area should not be carried over to another. Where an employee's move to a new work area is confirmed, supervisors must facilitate arrangements which enable the employee to use any accrued flex or TOIL, which are entitlements, before departure. In exceptional circumstances, where on short notice an employee relocates from one work area to another within the department in Canberra, and the employee is not reasonably able to use their flex or TOIL credits prior to departure, SES supervisors of the two work areas shall consult, taking into account the views of the employee, and may agree to a carryover between work areas of up to 15 hours. In these exceptional circumstances, the employee will not lose any accrued flex/TOIL credits.

Flex-time

- 3.18 The working hours bandwidth is 7.00 am to 7.00 pm Monday to Friday (or as varied at post for the local five-day standard working week). In managing flex-time arrangements, the following will apply:
- i. the settlement period is four weeks;
 - ii. except in exceptional circumstances, at the conclusion of a settlement period, the maximum carryover of flex-time credit is 40 hours and maximum debit is 15 hours;
 - iii. at the conclusion of a settlement period, where an approved flex-time credit balance reaches 30 hours, supervisors and employees should discuss forthcoming work pressures and leave plans to ensure that credits remain within the 40-hour carryover limit;
 - iv. where provisions of 3.18(iii) have been actioned, and the

employee's flex-time credit balance remains in excess of 40 hours at the conclusion of the following settlement period, an SES manager may direct an employee to take flex-leave that reduces their balance to 30 hours;

- v. in exceptional circumstances, where operational requirements result in prolonged periods of excessive duty, carryover of flex credits in excess of 40 hours must be approved by an SES manager;
- vi. flexible working hours will not be available in circumstances where a supervisor reasonably considers the employee's attendance unsatisfactory. In such cases, a supervisor may require an employee to work the 'standard hours' specified in paragraph 3.15(v) until alternative arrangements can be made;
- vii. an employee may take flex leave consistent with the terms of the HRM.

Time-off-in-lieu

3.19 Where formal flex-time arrangements are not utilised, supervisors and employees are to consult in planning compensatory time off (time-off-in-lieu) for additional hours worked that are not subject to excess duty allowance. Any such absences must be recorded for workers' compensation purposes. Time-off-in-lieu (TOIL) can also be utilised where excess duty is worked, calculated at the applicable rate (paragraph 3.23 on excess duty refers). Further details on the operation of TOIL are set out in the HRM.

3.20 In managing TOIL arrangements the following will apply:

- i. all DFAT employees are eligible to access TOIL;
- ii. TOIL should be utilised as close to when it accrues as practicable and taken within four weeks of accrual;
- iii. except in exceptional circumstances, at the conclusion of a settlement period an employee's TOIL balance should not exceed 40 hours;
- iv. at the conclusion of a settlement period, when an approved TOIL balance reaches 30 hours, supervisors and employees should discuss forthcoming work pressures and leave plans to ensure that credits remain within the 40-hour

- carryover limit;
- v. where the provisions of 3.20(iv) have been actioned, and the balance remains in excess of 40 hours at the conclusion of the following settlement period, an SES manager may direct an employee to take TOIL that reduces their balance to 30 hours;
- vi. in exceptional circumstances, where operational requirements result in prolonged periods of excessive duty, carryover of TOIL credits in excess of 40 hours must be approved by an SES manager; and
- vii. where an employee has reached agreement with their supervisor to take excess duty allowance as TOIL, and the employee has not been granted that time off within an agreed period due to operational requirements, the employee may claim payment of the original excess duty entitlement.

EXCESS DUTY

- 3.21 The parties to this Agreement agree on the need for an equitable and transparent means of compensating APS 1-6 employees for excess duty in a manner which is administratively simple and relatively free of processing. An employee may be directed to work excess duty, provided that they may refuse to work the excess duty in circumstances where the excess duty would result in the employee working hours which are unreasonable having regard to:
- i. any risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours;
 - ii. the employee's personal circumstances, including any family responsibilities;
 - iii. the operational requirements of the workplace or enterprise, in relation to which the employee is required or requested to work the additional hours;
 - iv. any notice given by the employer of the excess duty requirement or request that the employee work the additional hours and by the employee of his/her intention to refuse to work the additional hours;
 - v. whether any of the additional hours are on a public

holiday;

- vi. the employee's hours of work over the four-week period ending immediately before the employee is required or requested to work the additional hours; and
- vii. any other relevant matter.

3.22 Excess duty is undertaken when a supervisor directs the employee to work outside the hours of 7.00 am and 7.00 pm in the standard working week bandwidth or for work in excess of nine hours during these days, and for all work on weekends and, subject to paragraph 4.7, on public holidays. Excess duty cannot be self-initiated. An employee is not on excess duty where an employee attends and attendance is voluntary and at the employee's own discretion. Where excess duty is crisis-related, employees are generally encouraged to access TOIL at the applicable rate (as set out in paragraph 3.23 below). Emergency excess duty is defined as excess duty where the employee is recalled to duty after completion of a working day and prior to commencement of the next working day and has no prior notice.

3.23 Excess duty and emergency excess duty will be paid at the following rates:

- i. from Monday to Saturday, an hourly rate of time and a half for the first 3 hours each day and double time thereafter;
- ii. on a Sunday, an hourly rate of double time; and
- iii. on a public holiday, an hourly rate of double time and a half for excess duty with notice or triple time for emergency excess duty. For the first seven and a half hours of duty (within the standard working week bandwidth), payment will be at time and a half for excess duty or double time for emergency excess duty in addition to the single time being paid for the holiday. Part-time employees will receive payment for excess duty as outlined in the HRM.

3.24 Employees at Executive Level 1 and Executive Level 2 are not eligible for excess duty payments and are expected to access TOIL as compensation for excess hours worked. In exceptional circumstances, such as crisis-related duty, the Secretary may approve excess duty payments for Executive Level 1 and

Executive Level 2 employees. In the case of DFAT's technical employees, the delegated authority for approving such payments will be the Assistant Secretary, ICT Services Branch, ICT Planning and Development Branch, and the Assistant Secretary, Diplomatic Security Branch.

- 3.25 In extraordinary circumstances where employees have worked for sustained periods under pressure, the Secretary shall have the discretion to make one-off payments to employees in addition to those specified elsewhere in this Agreement. A one-off payment made under this paragraph will not count as salary for superannuation purposes.

SHIFTWORK

- 3.26 The parties to this Agreement recognise the important contribution to the operational efficiency of the department made by employees required to work on specified shifts. In managing shift arrangements, every effort will be made to maximise productivity and resource efficiency, giving due regard to occupational health and safety issues, and enabling employees to balance their professional and personal commitments. At the same time, the parties to this Agreement agree that compensation for these employees must be provided in as administratively simple a way as possible. The parties to this Agreement, therefore, agree that the following principles will apply for remuneration of employees directed to work on specified shifts:

- i. compensation for shiftwork will be provided as a taxable annual allowance ('shift allowance'), calculated as a set percentage of salary and paid fortnightly. Agreement to participate in the shift system will confirm each employee's willingness to work rostered shifts in return for receiving the shift allowance;
- ii. supervisors may withdraw employees from the shift roster system for operational reasons, or for unsatisfactory attendance or performance. Shift allowance will also cease where employees are on leave other than annual leave;
- iii. annualised shift allowances will be calculated using the method contained in the HRM. Shift roster changes (including the removal of shift rostering arrangements) which reflect changing departmental needs will be

implemented in consultation with employees;

- iv. the separate shift rate payments for ordinary duty are:
- 15% where any part of the rostered shift falls between 6.00 pm and 6.30 am Monday to Friday;
 - 30% where ordinary hours are worked continuously for a period exceeding 4 weeks on a shift falling wholly within the hours of 6.00 pm and 8.00 am;
 - 50% where ordinary duty is performed on Saturday;
 - 100% where ordinary duty is performed on Sunday; and
 - 150% where ordinary duty is performed on a public holiday.

3.27 Precise arrangements for the payment of the shift allowances have been developed by relevant program managers, in consultation with employees and, where necessary, taking account of the specific conditions prevailing in each work unit where shiftwork is undertaken. These will be updated in consultation with employees as necessary to reflect changing departmental needs.

3.28 As shiftworkers are unable to access the flex-time provisions of this Agreement, payment for excess duty will be made for work in excess of rostered hours where this is specifically directed by the supervisor. Payment for excess duty will be separate from the shift allowance and will be made at the rates referred to in paragraph 3.23 above and as set out in the HRM.

3.29 If a state or territory government declares Easter Saturday as a public holiday, this will be taken account of for the purposes of calculating annualised shift penalty and excess duty entitlements in Australia.

MEDICAL OFFICERS

3.30 A loading in lieu of overtime of 15 per cent of base annual salary will be payable to medical officers as recognition of the requirement that they be 'on call' (i.e. available to perform duty) outside regular business hours.

- 3.31 Medical Officers who receive an 'on call' allowance are not entitled to receive the restriction allowance detailed in paragraph 4.60.

PASSPORT OFFICES

- 3.32 Where a Passports Office has exceeded Client Service levels, as outlined in the Passports Client Service Charter, employees at that location will be rewarded through a system developed by supervisors in consultation with passports office employees. A productivity fund of \$230,000 will be available each year to provide for bonus payments to individual employees working in Passport Offices. The maximum individual bonus will be \$1,700 in any 12 month period.
- 3.33 Bonuses paid under the reward system will be paid annually as a lump sum.
- 3.34 The Assistant Secretary, Passport Client Services Branch may approve special excess duty payments to enable a Passport Office to cope with increases in demand and other unforeseen circumstances, taking into account the Office's record in meeting its Client Service levels as outlined in the Passports Client Service Charter. In such circumstances, the amount paid may include reasonable travelling time to and from duty.
- 3.35 Employees called out after-hours to attend requests for urgent passport issues, will be paid emergency excess duty at the rates referred to in paragraph 3.23 above and as set out in the HRM, plus reasonable travelling time.
- 3.36 Where Passport Office employees work on a day that is a public holiday for that Office, those employees are entitled to choose either excess duty allowance or TOIL for duty performed on that day. The subsequent use of TOIL will be subject to operational requirements as negotiated between the particular employee and relevant supervisor. Where no agreement is reached, time accrued will be paid out at excess duty rates.

CONSULAR AND PASSPORTS SERVICES

- 3.37 The 24 Hour Consular Emergency Centre (CEC) contributes significantly to the department's capacity to deliver consular and passports services efficiently, compassionately and in keeping with the expectations of the government and the travelling

public. Employees working shifts in the CEC will be eligible to be paid a fortnightly allowance on the basis of the principles described in paragraphs 3.26 to 3.29 above.

- 3.38 Employees providing consular and passports services to the Australian public often operate under difficult and stressful circumstances. Therefore, consistent with the department's commitment to provide a solid support network for employees, where the need arises, and in accordance with its obligations under relevant laws, supervisors will arrange to provide counselling support, and within existing budgetary resources, other relevant professional training to employees providing consular and passports services in Australia and overseas.

TECHNICAL SERVICES

- 3.39 The department recognises the important contribution technical employees make to its effective operations in Australia, and at overseas posts. It recognises that the work undertaken, including through short-term missions and by Regional Technical Officers, often involves long hours of work under difficult circumstances. It is important that supervisors ensure that compensation for such long hours is provided in appropriate and flexible ways, including through the utilisation of TOIL, flex-time and, where appropriate, payment of excess duty allowance. Those technical employees on long-term shiftwork in Canberra will receive the appropriate shift allowance on the basis of the principles described in paragraphs 3.26 to 3.29 above.
- 3.40 Technical employees are also entitled to receive a site allowance in situations, particularly overseas, where the working conditions are difficult. Details are outlined in the HRM.

EMPLOYEES PERFORMING CLASSIFIED COURIER SERVICES

- 3.41 Specific arrangements for employees performing classified courier runs have been developed in consultation with relevant employees, and are detailed in the HRM. These include access to an annualised shift allowance for full-time couriers. The arrangements may be amended from time-to-time in consultation with employees to meet changing operational requirements.

LEAVE AND ALLOWANCES

PUBLIC HOLIDAYS AND ADDITIONAL HOLIDAYS

- 4.1 Employees are entitled to a minimum of 14 days holiday, consisting of public holidays, additional holidays and any days taken in lieu of a public holiday or additional holiday.

Public Holidays in Australia

- 4.2 Employees based in Australia are entitled to the following public holidays each year and will be paid salary as if that day were not a public holiday and the employee had ordinarily worked on that day:
- i. New Year's Day (or substitute);
 - ii. Australia Day (or substitute);
 - iii. Good Friday;
 - iv. Easter Monday;
 - v. Anzac Day (or substitute);
 - vi. Queen's Birthday (or substitute)
 - vii. Christmas Day (or substitute);
 - viii. Boxing Day (or substitute); and
 - ix. additional local public holidays legislated, declared, proclaimed, gazetted or otherwise prescribed as a holiday in a State or Territory in which they work (commonly these may include the Labour Day holiday and, if the employee is in the Australian Capital Territory, the Canberra Day holiday).
- 4.3 The employee and FAS CMD may come to an agreement to substitute any holiday prescribed above for a cultural or religious day of significance to the employee.
- 4.4 Where a public holiday falls during a period of paid annual or Person/Carer's Leave (PCL), the public holiday will be at full pay and the employees' annual or PCL credits will not be deducted.

Additional Holidays in Australia

- 4.5 Employees in Australia are entitled to the following additional holidays and will be paid salary as if that day were not an additional holiday and the employee had ordinarily worked on that day:
- i. one leave day observed around the Christmas Day and New Year's Day period, as set out in the APS Award;
 - ii. two holidays observed around the Christmas Day and New Year's Day period, as determined by FAS CMD; and
 - iii. such other additional holidays as are necessary to meet the terms of paragraph 4.1, as determined by Directors of State, Territory and Passport Offices.

Holidays at Post

- 4.6 Employees on posting are entitled to the same number of holidays that are observed in Canberra each year pursuant to paragraphs 4.2 and 4.5. At posts, employees may be requested to work on a public holiday listed in paragraph 4.2 or an additional holiday listed in paragraph 4.5 due to operational requirements and/or relevant local factors. Where an employee works on a public holiday or additional holiday, an employee will be given an alternate holiday in lieu of the public holiday, as determined by post management. The employee may refuse the request (and take the public holiday or additional holiday off) if the employee has reasonable grounds for doing so and in these circumstances will not be given the alternate day off. The factors determining whether an employee's refusal is reasonable are set out in the HRM.
- 4.7 Where, in accordance with paragraph 4.6, employees work on a public holiday listed in paragraph 4.2, or an additional holiday listed in paragraph 4.5, and take an alternate holiday, the employees are not entitled to receive any excess duty allowance in respect of work performed on the public holiday or additional holiday.

ANNUAL LEAVE

- 4.8 Employees are entitled to 22 days paid annual leave for each 12 month period worked.
- 4.9 Employees are required to obtain the prior authorisation of their supervisor before taking annual leave. Supervisors are required to process leave applications promptly. The supervisor may refuse to authorise a period of annual leave where it is necessary to do so due to operational requirements.
- 4.10 An employee who is:
- i. employed to work in an area in which shifts are continuously rostered 24 hours a day for 7 days a week; and
 - ii. regularly rostered to work those shifts; and
 - iii. regularly works on Sundays and public holidays
- is entitled to an additional five days paid annual shift work leave for each 12 month period worked.
- 4.11 Pro rata adjustments to annual leave balances will be made for part-time employees and for periods of leave without pay which do not count as service. For employees not engaged on an irregular or intermittent basis, accrued annual leave will be paid out on termination of employment.
- 4.12 Employees who have annual leave balances of more than 1/13 of the number of nominal hours worked by the employee during the period of 104 weeks (i.e. more than 40 days annual leave for full-time employees, pro rata for part-time employees) ending on 1 July each year, will be directed to take an amount of annual leave equal to:
- i. one quarter of the employee's total annual leave balance; or
 - ii. the number of days required to reduce the employee's total annual leave balance to 33 days (pro rata for part-time employees), whichever is the less.
- 4.13 On 1 March each year, an employee who was directed to take annual leave on the previous 1 July in accordance with paragraph 4.12 will have his/her annual leave balance reviewed and if on that date the employee has an annual leave balance of more than 1/13 of the number of nominal hours worked by the

employee during the period of 104 weeks (i.e. more than 40 days annual leave for full-time employees, pro rata for part-time employees), the employee may again be directed to take an amount of annual leave equal to:

- i. one quarter of the employee's total annual leave balance; or
- ii. the number of days required to reduce the employee's total annual leave balance to 33 days (pro rata for part-time employees), whichever is the less.

4.14 Employees and supervisors will develop arrangements to ensure employees comply with the annual leave limits stipulated above.

4.15 Where, in exceptional circumstances, employees are not approved to take leave because of operational reasons, Assistant Secretary, Staffing Branch may defer the direction to take leave. Requests for deferral require Division Head/HOM/HOP support.

4.16 Arrangements for directing ongoing employees on long-term leave to take excess leave in accordance with 4.12 and 4.13 will be considered on a case-by-case basis.

4.17 Non-ongoing employees not engaged on an irregular or intermittent basis will accrue annual leave on a pro rata basis from the commencement of employment.

4.18 The Secretary may, from time to time, for operational reasons, offer an employee the opportunity to forgo an amount of annual leave that is credited to the employee, up to a maximum of 1/26 of the nominal hours worked by the employee in a 12 month period, and provided that the employee's remaining annual leave balance will be at least 20 days.

4.19 An employee who has been offered the opportunity to forgo an amount of annual leave by the Secretary may elect to forgo that amount of annual leave by giving his/her election in writing to the Secretary.

4.20 The Secretary will consider the employee's election and after giving due consideration to operational requirements, the employee's circumstances and the need to ensure that the employee has adequate periods of recreation and rest from work, may authorise the employee to forgo the amount of annual leave.

- 4.21 In the event that the Secretary authorises an employee to forgo an amount of annual leave, the employee and the Secretary will make an agreement in writing setting out the amount of paid leave to be forgone. The employee will receive pay in lieu of the amount of annual leave forgone at a rate that is no less than the employee's base rate of pay at the time that the employee and the Secretary make the agreement.

ADDITIONAL HARDSHIP LEAVE

- 4.22 Additional Hardship Leave (AHL) applies to some hardship posts overseas and remote localities within Australia as detailed in the HRM. In line with Working Smarter principles, AHL credits should be used in the year that they accrue. Employees who maintain over 12 months AHL credits on 1 July each year, and on 1 July in each subsequent year, will be directed to take AHL for a period equal to the excess credit.

PAYMENT ON DEATH

- 4.23 Where an employee dies, or the Secretary directs that an employee will be presumed to have died on a particular date, the Secretary may authorise the payment of any accrued leave entitlement to their surviving spouse, dependants or estate. Any such payment may be reduced by the amount of any monies owed to the department by the employee.

PERSONAL/CARER'S LEAVE (PCL)

- 4.24 DFAT supports employees who are required to care for and support an ill family or household member. Carers are employees who, in addition to the employees' normal family responsibilities, provide care and support to family members not necessarily residing with the employee, or members of their household, who are sick or ageing, or have a physical or mental illness, or injury, or a disability.
- 4.25 The department recognises that carer responsibilities vary considerably, depending on the level of care and assistance required. The department also recognises that while employees would normally provide care and assistance outside normal working hours, there are times that employees are required to provide more care or support because of illness, or disability, and at those times the employee will have access to PCL

provisions or, where feasible, be able to work from home.

- 4.26 PCL for ongoing employees will be credited annually in advance. Full-time ongoing employees will be credited with 20 days PCL, pro-rated for part-time ongoing employees, on the date of engagement. PCL will be credited, in advance, on the completion of a period of 12 months of service. There is no limit on the amount of unused credits of PCL that can be accumulated. Existing half-pay credits are able to be converted to full pay PCL credits.
- 4.27 Any leave without pay taken by an employee within a PCL accrual year that is in excess of 30 calendar days and does not count as service will defer the PCL accrual date by an equivalent number of days.
- 4.28 Full-time non-ongoing employees engaged for a specified term, or for the duration of a specified task pursuant to s.22(2)(b) of the *Public Service Act 1999*, will accrue PCL as follows, applied pro rata for part-time employees:
- i. PCL will be accrued over periods of continuous service. Continuous service is defined as service over a single period or over consecutive periods where there is no break in employment. A break is defined as any period greater than five working days. Such breaks will not count as service.
 - ii. for continuous service of 12 months or less, 6.25 hours PCL per month will accrue progressively;
 - iii. after 12 months continuous service, non-ongoing employees will then be credited with 30 days PCL. Thereafter, non-ongoing employees will be credited with PCL at the same rate and in the same manner as for ongoing employees; and
 - iv. unused PCL is accumulated annually.
- 4.29 Employees may use their PCL for personal illness or injury or to provide care or support to a member of the employee's family or a member of the employee's household who requires care or support because of a personal illness, personal injury or an unexpected emergency.
- 4.30 For absences exceeding three consecutive days, and/or for

absences in excess of seven days PCL within an accrual year an employee must provide a medical certificate from a registered health practitioner or, if it is not reasonably practicable to obtain a certificate, a statutory declaration, confirming personal illness, personal injury, details of the care or support situation or details of the unexpected emergency.

- 4.31 The medical certificate need only state the employee is unfit for duty. Where a statutory declaration is provided, it must contain information that would satisfy a reasonable person that the leave is taken for a circumstance stated in paragraph 4.29.
- 4.32 Ongoing and non-ongoing employees who have exhausted their PCL, and non-ongoing employees engaged on an irregular or intermittent basis, are entitled to two days unpaid carer's leave for each occasion where a member of the employee's family, or member of the employee's household, requires care or support because of personal illness, personal injury or an unexpected emergency.
- 4.33 An employee who is medically unfit for duty for one day or longer or who has to provide care while on Annual Leave or Long Service Leave and who produces satisfactory medical evidence may apply for PCL. Annual Leave or Long Service Leave will be re-credited to the extent of the period of PCL granted.
- 4.34 Where the Secretary considers there are exceptional circumstances and all other forms of leave are exhausted, additional paid personal leave at half-pay may also be granted to an ongoing employee.

COMPASSIONATE LEAVE

- 4.35 Employees are entitled to two days compassionate leave on each occasion where a member of the employee's family or household contracts an illness, or sustains an injury, that poses a serious threat to his/her life, or dies. This leave will count as service for all purposes and will be paid leave, except for employees who are engaged on an intermittent or irregular basis. In addition, employees may use one day of PCL for each occasion of compassionate leave.

STUDY LEAVE

- 4.36 The department is committed to providing employees with the opportunity to pursue part-time study, provided it is relevant to the department's corporate objectives and its evolving human resources requirements. To that end, the Secretary may, on application by an employee, approve the employee undertaking a course of study at an institution, having regard to:
- i. the financial resources and operational needs of the department;
 - ii. the work performance of the employee;
 - iii. the career development needs of the employee; and
 - iv. the number of working hours required.

MATERNITY LEAVE

- 4.37 In accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*, the department will provide maternity leave to female employees who become pregnant.
- 4.38 Where an employee is eligible for paid maternity leave, and wishes to take a consecutive period of unpaid maternity leave, she may elect to spread the payment for the period of paid maternity leave over a period of up to 24 weeks at half her salary. For the purpose of calculating the period of service of an employee who makes such an election, that part of her maternity leave which counts towards service is that part for which she would have been paid had she taken maternity leave at full pay.
- 4.39 In addition to an employee's entitlement to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* the department will provide paid maternity support leave of an additional two weeks full paid leave or four weeks at half-pay to female employees who become pregnant. The leave must be taken immediately after any entitlement to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* finishes. This leave will be considered part of the total maternity leave period taken by an employee. For the purpose of calculating the period of service of an employee who elects to take paid maternity support leave at half-pay, that part of her maternity support leave which counts towards service is that part for which she would have been paid had she taken

maternity support leave at full pay.

ADOPTION LEAVE

- 4.40 Where an employee with 12 months qualifying service adopts a child and has a primary carer role for that child, the employee may take a total of 12 weeks paid leave and 40 weeks unpaid leave from the day of placement of the child with the employee for adoption or one week earlier in the case of an inter-country adoption. The employee may elect to be paid in the manner outlined in paragraph 4.38. Where the employee does not have 12 months qualifying service, the leave will be unpaid.
- 4.41 In addition to the entitlement to paid adoption leave set out in paragraph 4.40, the department will provide paid adoption support of an additional two weeks paid leave to an employee who has the primary carer role. The employee may elect to take this leave in the manner outlined in paragraph 4.39. The leave will be scheduled to occur immediately after paid adoption leave set out in paragraph 4.40 finishes. Any leave taken pursuant to this paragraph will be deducted from the entitlement to 40 weeks of unpaid leave provided for in paragraph 4.40.
- 4.42 Where an employee is not the primary care giver of the adopted child, but has responsibility for the care of that child, they are entitled to provisions equivalent to those for parental leave as outlined in paragraphs 4.43 to 4.49.

PARENTAL LEAVE - PAID

- 4.43 Ongoing employees who are not entitled to paid maternity or adoption leave are entitled to paid parental leave:
- i. to attend the birth of their child, or their partner's child;
 - ii. to give birth and recover from a birth where the employee is not eligible for paid maternity leave; or
 - iii. to care for an adopted child, or a child for whom the employee is a guardian, and for whom the employee has recently assumed care where the employee is not eligible for paid adoption leave.
- 4.44 Eligible employees are entitled to up to two continuous weeks of full pay parental leave. The Secretary may approve the payment

of the two weeks parental leave over a period of four weeks at half pay. Only the first two weeks of this leave (at either full or half pay) will count as service.

- 4.45 An employee may access up to 2 weeks additional leave on full pay from his or her PCL credits immediately following the period of leave taken in paragraph 4.44.

PARENTAL LEAVE - UNPAID

- 4.46 An employee with 12 months qualifying service at the date of birth of a child or placement of a child for adoption, and who has responsibility for the care of the child, may take unpaid parental leave of up to 12 months, less any period of paid maternity, adoption or parental leave (pursuant to paragraphs 4.37 to 4.45) that the employee has taken. Parental leave (unpaid) must be taken in a single continuous period.
- 4.47 Except if otherwise approved by FAS CMD, parental leave (unpaid) must start no later than:
- i. the date of the birth of the child; or
 - ii. in the case of adoption, from the date of placement of the child; or
 - iii. immediately after the cessation of parental leave (paid); or
 - iv. where the employee's partner has taken any maternity, adoption or parental leave in relation to the child, immediately after the end of the partner's leave
 - v. if the employee has a spouse or de facto partner who is not an employee (and the spouse or de facto partner has responsibility for the care of the child from the date of birth or placement until commencement of the employee's leave) the period of parental leave may start at any time within 12 months after the date of birth or day of placement of the child.
- 4.48 Any application to extend the period of unpaid parental leave, or leave approved under paragraph 4.37 and 4.40, of an employee for a further 12 months, immediately following the end of the initial 12 month period, will be agreed by the department in accordance with section 76 of the *Fair Work Act 2009*. The request must be made in writing at least four weeks before the end of the initial 12 month period. The department must give an

employee a written response to the request stating whether the request is granted or refused as soon as practicable, and not later than 21 days after the request is made.

- 4.49 Unpaid parental leave, while recognised as continuous employment in the department, will not count as service for any purpose.

LONG SERVICE LEAVE

- 4.50 Employees who have accrued an entitlement under the *Long Service Leave (Commonwealth Employees) Act 1976* may access Long Service Leave for a minimum period of seven calendar days at any one time.

MISCELLANEOUS LEAVE - PAID

- 4.51 Supervisors may approve Miscellaneous Leave with pay. Unless specified below, these absences should not exceed three days, except in relation to jury service and community service leave. If the period does exceed three days, employees will need to submit a hard copy leave application to the Director, Remuneration, Entitlements and Conditions of Service for approval before the leave may be taken.
- 4.52 This leave can be approved for reasons including but not limited to:
- i. appearing as a witness in legal proceedings for civil cases. Where leave is in connection with jury service or to attend as a witness for the Crown, leave can be for more than three days. If employees are summonsed as a witness in any industrial proceedings under the Fair Work Act 2009, the leave will only be for the time that they are necessarily absent from duty to attend as a witness.
 - ii. blood and body tissue donors. It is not necessary to take PCL if employees are absent from duty for short periods during working hours to donate blood or other body tissue. Employees should seek their supervisor's agreement to be away from the workplace and a record of absence will need to be kept for employees' compensation purposes only. There is no need to submit a leave application as the absence will be treated as duty.

- iii. vaccinations. If employees are absent from duty because of illness following vaccination or inoculation in connection with official duty, they may be granted paid leave on presentation of a medical certificate stating that the illness is attributable to the vaccination or inoculation. Employees may also be reimbursed for any related medical costs. If the absence is less than three days, there is no need to submit a leave application because the absence will be treated as duty. Where the absence is for more than three days, a leave form and appropriate medical evidence are required. In this situation, the leave will be recorded as paid leave in the interests of the Commonwealth.
- iv. employees preparing for and/or attending industrial proceedings, to which the department is a party, in line with the procedures for resolving disputes set out in paragraphs 1.41 to 1.47, may apply to take paid leave, subject to approval by the Secretary or his delegate.
- v. union workplace delegates, representing DFAT union members, at formal relevant union forums and training.
- vi. defence reservists or emergency services members requiring leave in relation to this membership. Leave may be granted for the period requested by the particular organisation. The member should provide satisfactory evidence that specifies the time for which the member is needed.
- vii. ceremonial leave may be granted to an indigenous employee for ceremonial purposes.
- viii. if employees are participating as an accredited official/competitor at an international sporting event, leave to attend the event may be granted for the official period of the event.
- ix. household removal associated with domestic or overseas transfer. If employees need to take this leave they will have to apply for it in Employee Self Service (ESS) module of Peoplesoft. Employees need to be aware that the entitlement to three days leave includes leave prior to the relocation and leave at the new location.
- x. leave taken because of destruction or damage to an employee's house or contents.

- xi. leave to engage in any other eligible community service activity as defined in Division 8 of Part 2-2 of the Fair Work Act 2009.

MISCELLANEOUS LEAVE - UNPAID

- 4.53 The department recognises that Leave Without Pay can bring substantial benefits to both the department and to employees, contributing to a flexible and motivated workforce. The department is committed to facilitating:
- i. leave for employees to accompany a spouse on posting overseas or interstate with DFAT or other Australian Government Agency;
 - ii. leave for employees to take up a statutory appointment with a Member of Parliament or in the Governor-General's Office;
 - iii. ceremonial leave for an indigenous employee in excess of the three days discussed in the previous section.
- 4.54 Leave Without Pay for other reasons will be considered on a case-by-case basis depending on the department's operational requirements and the merits of each case. These reasons include:
- i. Leave to engage in other employment either inside or outside the Australian Public Service;
 - ii. leave to undertake academic studies of relevance to the department;
 - iii. leave to address other specific professional responsibilities or interests of the employee;
 - iv. leave for other reasons.
- 4.55 Applications will be considered in the light of departmental needs as well as employee preferences. Factors considered when framing and assessing applications should include:
- i. the time period envisaged;
 - ii. the reason for the leave (e.g. study, secondment or personal); and
 - iii. departmental staffing needs.

PURCHASED LEAVE

- 4.56 The purchased leave scheme allows employees to access up to four weeks additional leave per year, with salary payments averaged over the whole year or less to ensure that a standard rate is received each fortnight. Purchased Leave will not affect entitlements to other forms of leave. Employees accessing this scheme can elect to ‘purchase’ between one and four weeks. This election may be made at any time and remains in force for the following year. Elections cannot be varied except in exceptional circumstances. An application for purchased leave must be approved in accordance with the HRM.

PORTABILITY OF LEAVE

- 4.57 Where an employee joins DFAT, on or after the commencement date, from an employer staffed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999*, or from the ACT Public Service, accrued annual leave and Personal/Carer’s Leave (however described) will be transferred, provided there is no break in continuity of service.

UNAUTHORISED LEAVE

- 4.58 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, including flex-time, will cease to be available until the employee resumes duty or is granted leave. Where flex-time no longer applies, employees will revert to working ‘standard hours’ as specified in paragraph 3.15(v).

ALLOWANCES

- 4.59 Where an employee is eligible, the following allowances will be paid at or above the relevant award rate, as set out in the HRM:
- First Aid Allowance;
 - Motor Vehicle Allowance;
 - Out-of-Hours Parliamentary, Media, Protocol and Consular Duties Allowance;
 - Language Proficiency Allowance;
 - Community Language Allowance.

RESTRICTION ALLOWANCE

- 4.60 The purpose of restriction allowance is to compensate staff who need to remain 'on-call' (i.e. available to perform duty) outside the standard working day (i.e. 7.00am to 7.00pm) for continuous periods of five working days or more. Staff must be available to perform duty and be significantly limited in their activities during the period in question to be entitled to claim restriction allowance.
- 4.61 Supervisors are to take into account the fact that placing employees under restriction imposes certain limitations on employees' free time and should only be resorted to where absolutely necessary. Consequently, if restriction is essential, its period is to be kept to a minimum, and where possible, shared among a group of employees. Employees on restriction should only be recalled to duty in essential situations.
- 4.62 It follows that restriction allowance will not be paid for any period in which an employee either does not remain contactable, does not maintain the required degree of readiness to undertake work-related duties or is not significantly limited in their activities during the period in question.
- 4.63 The fact that staff may be required to carry a mobile phone and remain contactable does not in itself entitle the staff member to a payment of a restriction allowance. In these situations supervisors should only make out of hours contact in emergency situations. Staff at posts and in Australia need to be able to demonstrate that there is a reasonable likelihood that they will be contacted and that this contact is reasonably frequent. This can be based on demonstrated past experience.

DEPARTMENTAL LIAISON OFFICER ALLOWANCE

- 4.64 Departmental Liaison Officer Allowance (DLOA) is paid to a DFAT employee occupying a nominated position at Parliament House and in the Secretary's office in lieu of overtime. The rate of DLOA is \$17,632 per annum. This rate will be adjusted in line with and at the time of general pay increases. An employee who undertakes the duties of a DLO in the absence of the substantive occupant of a nominated position at Parliament House or in the Secretary's Office shall receive a DLO allowance for total days worked after five continuous working days in position. The DLO allowance payable will be pro-rated from the annual amount.

HIGHER DUTIES ALLOWANCE

- 4.65 Where an employee is selected for temporary assignment to work in a higher band or broadband or in an SES classification for a continuous period of 21 calendar days or more, the employee will be paid at a salary point in that higher band nominated by the relevant supervisor.

RELOCATION EXPENSES

- 4.66 If an employee is transferred or recruited at departmental initiative within Australia, he/she will receive reasonable relocation expenses including, where appropriate, temporary accommodation allowance, as determined by the Secretary, and as detailed in the HRM.

REMOTE LOCALITIES ASSISTANCE

- 4.67 Employees in Darwin or on Thursday Island, and employees transferring to these localities during the term of this Agreement, will receive remote localities assistance at or above the relevant award rate, as detailed in the HRM.

SUPPORT FOR PROFESSIONALS

- 4.68 The department recognises the benefits of membership of professional organisations and training and will reimburse membership fees/accreditation fees and training fees where a membership or accreditation from a professional association is deemed by the department to be required for an employee to undertake their responsibilities for the department.

* * * * *

REMUNERATION

PRODUCTIVITY PAYMENTS

- 5.1 This Agreement is an important reform package providing productivity and efficiency improvements, with benefits to employees and their families and to DFAT's clients and the community in general. In recognition of the productivities and efficiencies in this Agreement, all employees will receive:
- i. a 2.9 per cent increase to base annual salary, which is to apply from the commencement of this Agreement.

PAYMENT OF SALARY

- 5.2 Employees will be paid fortnightly at a rate based on the following formula:

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

- 5.3 Annual salary rates, which are to apply from the commencement of this Agreement, are set out in Annex 1.

Setting Starting Salary

- 5.4 Employees who commence duty with the department after this Agreement comes into effect will be placed on the minimum point within the advertised salary range, unless the Secretary determines otherwise.

Correcting Starting Salary

- 5.5 Where, at the time of engagement, an employee's salary is set at an incorrect salary point within the applicable salary scale, the Secretary may determine, in writing, the payment of the employee's salary at the correct salary point.

Salary on Reduction

- 5.6 Where an employee agrees, in writing, to temporarily perform work at a lower work level standard, the Secretary may determine, in writing, that the employee shall be paid a rate of salary applicable to the lower work value level.

Method of Payment

- 5.7 Employees will have their salary paid fortnightly by electronic funds transfer into the Australian financial institution account of their choice, subject to any constraints imposed by the department's Human Resource Management Information System.
- 5.8 All payments of monies usually processed through the payroll system will be paid on Public Service pay days. Only in exceptional circumstances will payments be made at another time.

REMUNERATION SUPPLEMENTATION

- 5.9 The Secretary, or the Secretary's delegate, may from time to time supplement an employee's remuneration to meet particular workplace or operational requirements, or in recognition of additional responsibilities. This includes in relation to employees serving overseas on a long term posting who are covered by this Agreement. The number of individual supplementary remuneration arrangements entered into will be reported to the WRC.

Salary Packaging

- 5.10 Employees may elect to sacrifice salary for non-monetary benefits in accordance with salary packaging guidelines as set down in the HRM. Any Fringe Benefits Tax and administrative costs incurred as a result of the employee's remuneration packaging arrangements will be met by the employee. Where an employee takes up the option of salary packaging the employee's tax liability will reflect the packaging arrangement. The employee's salary for other purposes is calculated as if the salary packaging arrangements had not been in place.

Mandated Superannuation Contributions for Employees Aged 70 Years or Older

- 5.11 An employee who is aged 70 years or older is entitled to superannuation contributions, at the relevant rate, if the contributions are accepted by the employee's superannuation fund.

'In-lieu-of-superannuation' Allowance for Employees Aged 70 Years or Older

- 5.12 An employee will receive an 'in-lieu-of-superannuation' allowance where the following conditions are satisfied:
- i. the employee is aged 70 years or older; and
 - ii. DFAT is not permitted under any Commonwealth law to pay all or part of an employer contribution to the employee's superannuation fund in respect of the employee.
- 5.13 The in-lieu-of-superannuation allowance that is payable to an employee is equivalent to the amount that DFAT would have paid as a superannuation contribution if the employee was under 70 years of age and was a member of the Public Sector Superannuation Accumulation Plan (PSSAP), less any contribution amount accepted by the employee's superannuation fund.
- 5.14 In-lieu-of-superannuation allowance will be paid as a taxable allowance in the employee's taxable fortnightly salary.

Superannuation Choice

- 5.15 In respect of employees who are eligible to join the PSSAP, the department will make superannuation contributions on behalf of the employee to:
- i. the fund chosen by the employee in accordance with the requirements of paragraph 5.16, subject to paragraph 5.17; or
 - ii. the PSSAP (which is the default fund), where the employee has not chosen a fund in accordance with the requirements of paragraph 5.16.

Employer contributions will be paid to eligible schemes in accordance with the PSSAP rules and the *Superannuation Guarantee (Administration) Act 1992*. (This paragraph does not apply to members of the Commonwealth Superannuation Scheme (CSS) or the Public Sector Superannuation Defined Benefit (PSSDB), whose contributions will be paid in accordance with these plans.)

- 5.16 An employee who is eligible to join the PSSAP and who wishes to choose a fund for the purposes referred to in paragraph 5.15 must:
- i. provide a completed Standard Choice Form in accordance with the Superannuation Guarantee (Administration) Act 1992; and
 - ii. attach to the Standard Choice Form evidence of the rate of employer contributions required by the fund.
- 5.17 The department may refuse to accept the fund chosen by the employee for the purposes referred to in paragraph 5.15 if:
- i. the employee does not comply with the requirements set out in paragraph 5.16;
 - ii. the department is not satisfied about any of the matters referred to in paragraph 5.16, in respect of which the employee must provide information;
 - iii. the chosen fund does not accept contributions by electronic funds transfer;
 - iv. the fund requires the department to become a participating member; or
 - v. the employee has chosen a fund in the previous 6 months.
- 5.18 An employee whose choice of fund is refused by the department under paragraph 5.17 has not chosen a fund in accordance with the requirements of paragraph 5.16.
- 5.19 For both PSSAP and CHOICE funds, the department contributes 15.4 per cent of Fortnight Contribution Salary (FCS). FCS is updated annually on the employee's birthday and the salary remains in force until the next birthday.
- 5.20 The *Superannuation Guarantee (Administration) Act 1992* requires the department to ensure that (for both PSSAP and CHOICE funds) the employer's contribution is at least 9 per cent of Ordinary Time Earnings (OTE). In cases where the 15.4 per cent FCS contribution is less than 9 per cent of OTE, the department will make a top-up payment to ensure compliance with the Act.
- 5.21 An employee who is currently a member of Public Sector Superannuation Defined Benefit (PSSDB), and seeks financial advice on becoming a member of PSSAP, will be eligible for

reimbursement for that financial advice up to \$500.

OVERSEAS CONDITIONS OF SERVICE

- 5.22 Employees serving overseas on a long-term posting will receive a conditions package which will include, as determined appropriate to the post and the employee's personal circumstances, a Cost of Living Allowance, with provision for at least biannual review and adjustment, and a Hardship Allowance. In addition, all employees will receive a Cost of Posting Allowance, updated annually in line with salary movements. The package will also include accommodation, health care, assistance with children's education, reunion fares and other conditions of service as detailed in the HRM.
- 5.23 Changes to overseas conditions, apart from routine adjustments, will be referred to the Overseas Conditions of Service (OCS) Sub-Committee, which will expect to meet twice yearly. The membership of the OCS Sub-Committee will comprise individuals who collectively are broadly representative of the staff of the department and staff representatives. It will operate as a sub-committee of the WRC, to which it will refer major proposals and developments affecting overseas conditions.
- 5.24 The OCS Sub-Committee will report to the WRC following each of its meetings, and at least once a year the management representative will submit a report to the WRC on the operation of, and developments in reviewing, the conditions package provided to employees serving overseas.
- 5.25 As appropriate, simplification and streamlining of overseas conditions of service will continue. This will be done with the aim of maximising efficiencies in the delivery of conditions and will occur only after consultation with employees. The parties to this Agreement agree to work within the broad goal that, as a minimum, there will be no overall reduction in the balance of benefits to employees serving overseas.

SHORT-TERM DOMESTIC AND OVERSEAS MISSIONS

- 5.26 The standard for official domestic air travel within Australia is economy class, except for travel in excess of three hours flight time, for which the standard is business class. The class of air travel for employees undertaking multi-sector official international air travel is business class for all sectors. The class

of travel for single-sector (one-way or return) official international travel of less than two hours duration each way is economy class. Where business class is the entitlement and is not available, the class of travel for all employees is the next class below business class. However delegates have the discretion to agree to a higher class of travel in exceptional circumstances, including where the nominal class of travel is economy.

- 5.27 Travel, where possible, should be undertaken during the normal bandwidth. Where travel is undertaken within the normal bandwidth, staff are entitled to accrue flex-time or, if greater than nine hours worked, TOIL. For interstate or international travel, TOIL will be available for a maximum of one hour travelling time each way where that travelling time takes place outside 7.00am to 7.00pm Monday to Friday, or on weekends or public holidays. Where an employee travels on a commercial flight, travelling time will commence one hour prior to scheduled departure.
- 5.28 Where employees are required to be away from home overnight on official business, they will receive travel allowance (TA). Where the TA is insufficient to meet reasonable costs incurred for accommodation, meals or incidentals the difference may be reimbursed.
- 5.29 Current DFAT TA rates are available in the HRM. DFAT will use its subscription services to adjust these rates from time-to-time. Where an employee travels to a location where subscription rates are unavailable, the Secretary will set the TA amount.
- 5.30 Where an employee, performing duty temporarily away from their normal place of work, is not entitled to TA, they may be reimbursed reasonable travel costs.
- 5.31 An employee who undertakes travel for a lesser period than anticipated must repay any excess TA advanced to the employee.
- 5.32 Other issues relating to official travel in Australia and overseas, including access to rest periods, insurance reimbursements, childcare reimbursements, possible use of annual leave in conjunction with official travel, and any loss or damage to an

employee's personal effects, will be settled by the relevant program manager in consultation with the relevant employee, and drawing as appropriate on information contained in the HRM.

- 5.33 Employees undertaking official travel in Australia and overseas for a period of one week or more will be entitled to 30 minutes of personal telephone calls per week. Where possible, employees should use telephones in DFAT offices or posts, or official mobile phones, to make such calls.
- 5.34 The department recognises the opportunities for employees to develop skills and gain valuable overseas experience through undertaking short-term missions. Supervisors will seek to provide employees with opportunities to undertake short-term missions as they present themselves, including for staff development needs, subject to work demands and funding constraints.
- 5.35 The Secretary may approve applications from employees to be accompanied by their spouses or de facto partners at official expense on short-term missions overseas, subject to specified criteria published in the HRM. Eligibility will be established on the basis of 40 weeks aggregate periods of approved overseas travel on short-term missions.
- 5.36 The provisions in relation to travel may be affected by the current whole-of-government review of travel policy. The parties recognise DFAT's role in setting the standard for international travel entitlements across the APS. The department, to the extent that the outcomes of this review are accepted by the Commonwealth Government, will need to apply the new provisions to employees. Parties to this Agreement agree to consult, where it directly affects employees, as to how any new provisions will apply to DFAT. Comprehensive details of all travel provisions are contained in the HRM.

* * * * *

ANNEX 1

STAFFING STRUCTURES AND PAY POINTS

DFAT Staffing Structure		
Executive Level 2 Band	<i>Promotion</i>	
	Executive Level 2	<i>Work level standard</i>
Executive Level 1 Band	<i>Promotion</i>	
	Executive Level 1	<i>Work level standard</i>
APS Level 6 Band	<i>Promotion</i>	
	APS Level 6	<i>Work level standard</i>
Broadband 2	<i>Promotion</i>	
	APS Level 5	<i>Work level standard</i>
	APS Level 4	<i>Work level standard</i>
Broadband 1	<i>Promotion</i>	
	APS Level 3	<i>Work level standard</i>
	APS Level 2	<i>Work level standard</i>
	APS Level 1	<i>Work level standard</i>

GT/CFMT/ICP/ICPG Training Band
<i>Promotion</i>
<i>Work level standard</i>
<i>Training Band Work level standard</i>
<i>GT/CFMT Recruitment ICP Graduation</i>
<i>ICP Recruitment</i>

Broadband 1, APS Level 1-3

		2009-2010 CA pay point	Pay point following 2010-11 EA salary adjustment
APS Level 1	1	38,569	39,688
	2	42,123	43,345
APS Level 2	1	44,651	45,946
	2	46,207	47,547
	3	48,219	49,617
APS Level 3	1	50,600	52,067
	2	55,151	56,750

Broadband 2, APS Level 4-5

		2009-2010 CA pay point	Pay point following 2010-11 EA salary adjustment
APS Level 4	1	56,701	58,345
	2	60,446	62,199
APS Level 5	1	62,523	64,336
	2	64,444	66,313
	3	66,810	68,747

Public Affairs Officers (Broadband 2)

		2009-2010 CA pay point	Pay point following 2010-11 EA salary adjustment
PAO1/APS 4	1	62,088	63,889
PAO1/APS 5	1	63,907	65,760
	2	65,392	67,288
	3	68,326	70,307

APS Level 6 Band

		2009-2010 CA pay point	Pay point following 2010-11 EA salary adjustment
APS Level 6	1	68,935	70,934
	2	73,067	75,186
	3	77,510	79,758

Public Affairs Officers (APS Level 6 Band)

		2009-2010 CA pay point	Pay point following 2010-11 EA salary adjustment
PAO 2/ APS 6	1	71,853	73,937
	2	77,310	79,552
	3	84,073	86,511

Executive Level 1 Band

		2009-2010 CA pay point	Pay point following 2010-11 EA salary adjustment
Executive Level 1	1	85,844	88,333
	2	90,412	93,034
	3	93,513	96,225
	4	96,023	98,808

Public Affairs Officers (Executive Level 1 Band)

		2009-2010 CA pay point	Pay point following 2010-11 EA salary adjustment
PAO3 / EL1	1	90,450	93,073
	2	95,334	98,099
	3	103,708	106,716

Executive Level 2 Band

		2009-2010 CA pay point	Pay point following 2010-11 EA salary adjustment
Executive Level 2	1	103,708	106,716
	2	110,335	113,535
	3	113,904	117,207
	4	117,127	120,524

Senior Public Affairs Officers (Executive Level 2 Band)

		2009-2010 CA pay point	Pay point following 2010-11 EA salary adjustment
SPAO 1/ EL2	1	110,335	113,535
SPAO 2/ EL2	1	115,856	119,216
	2	117,173	120,571

Medical Officers

		2009-2010 CA pay point	Pay point following 2010-11 EA salary adjustment
Medical Officer 2	1	114,584	117,907
	2	117,833	121,250
Medical Officer 3	1	120,055	123,537
	2	123,867	127,459
Medical Officer 4	1	130,936	134,733
	2	136,042	139,987
	3	142,028	146,147

ANNEX 2

MANAGING UNDERPERFORMANCE

- 1 The supervisor should ensure that the employee has a performance agreement in place in accordance with paragraph 2.43 of this Agreement; understands the standards of work performance expected; and has received appropriate training and assistance to perform his/her duties.
- 2 Where underperformance occurs it must be addressed quickly and the underperformance management process must be conducted in accordance with the principles of natural justice and procedural fairness.
- 3 It is the supervisor's responsibility to provide regular feedback on performance and to develop strategies to address underperformance as soon as any performance issues are identified. Initially, this should be done through objective and clear feedback from the supervisor and the provision of informal counselling. This step may be taken at any time in the performance management cycle and is consistent with a "no surprises" approach to performance management. This step of the process is critical to allow an employee to improve their performance without more formal processes being necessary.
- 4 Where underperformance might be related to matters outside the supervisor's expertise, assistance should be sought from the appropriate area of CMD, including the Staff Counselling Office.
- 5 If, during the performance management cycle, an employee's performance continues to fail to meet the standard expected, the next step is for the supervisor formally to counsel the employee. The supervisor should ensure the employee is given feedback on performance based on their performance agreement and appropriate work level standards and the areas for improvement and that there are clear, accurate and relevant written records of discussions. The employee must be advised that he/she may be accompanied by a representative or person of their choice to provide support and has the opportunity to respond in writing.
- 6 If an employee receives a performance rating of "does not meet expectations" or if, during a performance management cycle, an employee's performance fails to improve following formal

counselling (as provided for in paragraph 5 above) the Assistant Secretary, Staffing Branch has the authority to initiate and oversee the following process:

- i. Assistant Secretary, Staffing Branch will advise both the employee and his/her supervisor that the employee has failed to meet the standard of work performance expected (i.e. performing at “requires development” level or above) and that a formal performance review period of three months will follow. That advice will outline the dates of the review period (which may be shortened if the supervisor and Assistant Secretary Staffing Branch so propose and the employee, having been given the opportunity to obtain independent advice, agrees) and instruct the employee and his/her supervisor to develop a written agreement for the three-month review period, indicating how the employee’s performance needs to improve to reach the standard of work performance expected.
- ii. The written agreement between the employee and his/her supervisor should set out:
 - a) the performance concerns;
 - b) the type of work that will be assigned to the employee during the review period; and
 - c) the standard of work performance the employee is to attain and sustain during the review period.

A copy of the agreement must be provided to the Assistant Secretary, Staffing Branch.

- iii. During that three-month review period the supervisor will review the employee’s performance against the written agreement and will prepare written reports fortnightly. The employee will have the opportunity to comment on the supervisor’s progress reports, which will be held by the supervisor until the end of the three-month review period.
- iv. At the end of the three-month review period, the supervisor will forward to the Assistant Secretary, Staffing Branch, an assessment of whether the employee has met the performance requirements as set out in the written agreement and whether the employee is performing at the standard of work performance expected. That report will include the progress reports and any comments by the

- employee. The employee will be provided with the report and given at least seven days to provide comments.
- v. Following consideration of any comments from the employee (or expiry of the deadline for such comment), if the Assistant Secretary, Staffing Branch and another substantive SES employee not in the employee's division, office or post determine the employee has met the required performance standard, this process comes to an end and no further action will be taken. This does not preclude the commencement of a further formal review period at any time in the future.
- vi. Following consideration of any comments from the employee (or expiry of the deadline for such comment), if the Assistant Secretary, Staffing Branch and another substantive SES employee not in the employee's division, office or post determine that the employee has not met the required performance standard, the employee will be advised of the likely range of employment actions that are being considered. The employee will be given at least 14 days to provide comments in writing on the report and to show cause as to why employment action should not be taken pursuant to sub-paragraph 6(vii) below.
- vii. Following consideration of any comments from the employee (or expiry of the deadline for such comment), Assistant Secretary, Staffing Branch and another substantive SES employee not in the employee's division, office or post, may decide to:
- a) reduce the employee's classification;
 - b) reassign the employee to other duties;
 - c) reduce the employee's salary;
 - d) recommend to the Secretary that the employee's employment be terminated;
 - e) take some other action, including extension of the review period.
- viii. The maximum an employee could be reduced in salary under this provision is the number of pay points equivalent to two levels in the approved eight level APS classification structure.
- ix. If a recommendation is made to the Secretary (or the Secretary's delegate not being Assistant Secretary, Staffing

Branch) that the employee's employment be terminated, the employee will have 14 days to show cause why this action should not be taken.

- x. At the end of 14 days, the Secretary (or delegate), having considered any representation made by the employee, may issue a notice of termination of employment to the employee.
 - xi. An employee who has received a notice of termination of employment from the Secretary (in accordance with sub-paragraph 6(x) above) will have his/her employment terminated in accordance with that notice.
 - xii. An employee whose employment is to be terminated by the Secretary is entitled to receive four weeks notice (five weeks if the employee is aged 45 or older) or payment in lieu.
- 7 Where an employee has already completed a formal review period for underperformance within the past 24 months, any subsequent formal review period will be for a period of two months.
- 8 An employee may be accompanied by a representative or a person of their choice to provide support at any stage of the procedure outlined above.
- 9 Where an employee cannot be employed effectively because of technological or other changes in work methods, the matter will be dealt with in accordance with the redeployment, reduction and retrenchment provisions specified in this Agreement.
- 10 Under the terms of the *Public Service Act 1999*, an employee is entitled to seek a review, in accordance with the regulations, of any action that relates to his/her APS employment, except where that action consists of the termination of that employment. The procedure outlined above will not be used for invalidity reasons.
- 11 The provisions of this Annex apply only to non-probationary employees.

ANNEX 3

REDEPLOYMENT, REDUCTION AND RETRENCHMENT

- 1 A non-probationary, ongoing employee becomes excess if:
 - i. the duties performed by the ongoing employee are no longer necessary for the efficient and economical working of the department; or
 - ii. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the department or structural or other changes in the nature, extent or organisation of the functions of the department; or
 - iii. 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 new locality and no suitable alternative duties can be identified at the current locality and the Secretary has determined that the redeployment, reduction and retrenchment provisions of the agreement apply to the employee.

- 2 When the Secretary is aware that an ongoing employee is likely to become excess:
 - i. the Secretary will take all reasonable steps, consistent with the efficient management of the department, to assign the ongoing employee to a suitable vacancy; and
 - ii. the Secretary will at the earliest practicable time advise the ongoing employee.

- 3 The Secretary will not advise an ongoing employee that he or she is excess until discussions have been held with the potentially excess ongoing employee to consider redeployment opportunities, including whether the ongoing employee seeks redeployment, whether voluntary retrenchment may be appropriate and whether the ongoing employee wants to elect voluntary retrenchment. The ongoing employee may be accompanied by a person of their choice to provide support at these discussions. The maximum time within which such discussions are to take place shall be one month or four weeks, whichever is the longer.

- 4 The Secretary may, prior to the conclusion of these discussions, invite ongoing employees who are not potentially excess to express interest in voluntary retrenchment, where those retrenchments would permit the redeployment of ongoing employees who are potentially excess.
- 5 Redeployment of employees will be managed by Staffing Branch, with the new placement decided by the Placements Committee in consultation with the employees and potential work areas.

Voluntary Retrenchment

- 6 Where the Secretary invites an excess ongoing employee to do so, the ongoing employee will have one month to elect to be voluntarily retrenched. The Secretary will not give notice of termination under s.29 of the *Public Service Act 1999* before the end of that period, unless such election is received earlier. Within that month the ongoing employee must be given information on:
 - i. the amount of redundancy pay, payment in lieu of notice and the value of leave credits to be paid out;
 - ii. the amount of accumulated superannuation contributions;
 - iii. the options open to ongoing employees concerning superannuation; and
 - iv. the taxation rules applying to the various payments.

Only one election for voluntary retrenchment may be made by an excess employee.

Period of Notice

- 7 Where the ongoing employee elects to be voluntarily retrenched, the Secretary can approve the ongoing employee's retrenchment, and upon approval will give the required notice of termination as required under s.29 of the *Public Service Act 1999* and s.117 of the *Fair Work Act 2009*. The period of notice will be four weeks (or five weeks for an ongoing employee over 45 with at least two years of continuous service). Where an ongoing employee separates or is retrenched at the beginning of, or within, the notice period, the ongoing employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Redundancy Pay

- 8 An ongoing employee who has elected to be voluntarily retrenched, and whose employment is terminated by the Secretary under s.29 of the *Public Service Act 1999* on the grounds that he or she is excess to the requirements of the department, 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. The minimum sum payable will be four weeks salary and the maximum will be 48 weeks salary. Where the amount of redundancy pay as set out in s.119 of the *Fair Work Act 2009* is more favourable than two weeks salary for each completed year of continuous service, the amount of redundancy pay set out in s.119 of the *Fair Work Act 2009* will apply to the employee. The severance benefit will be calculated on a pro rata basis for any period where an ongoing employee has worked part-time hours during their period of service and where the ongoing employee has less than 24 years full-time service.
- 9 Subject to this paragraph, service for redundancy pay purposes means:
- i. service in the department;
 - ii. government service as defined in s.10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - iii. service with the Australian Defence Forces where the ongoing employee is not in receipt of a service pension in respect of the relevant service;
 - iv. APS service immediately preceding deemed resignation (under the repealed s.49 of the *Public Service Act 1922*), if the service has not previously been recognised for severance pay purposes; and
 - v. service in another organisation where an ongoing employee was moved from the APS to that organisation due to an assignment of duties, or an ongoing employee engaged by that organisation on work within a function is appointed as a result of the movement of that function to the APS and such service is recognised for long service leave purposes.

- 10 For periods of service to count there must be no breaks between the periods of service, except where the break in service is less than one month and occurs where an offer of employment in relation to the second period of service was made and accepted by the employee before the first period of service ended (whether or not the two periods of service are with the same employer or agency); or where the break occurred because the ongoing employee was deemed to have resigned from the APS on marriage under the repealed s.49 of the *Public Service Act 1922*.
- 11 Any period of service which ceased:
- i. through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - a) the ongoing employee lacks, or has lost, an essential qualification for performing his/her duties;
 - b) non-performance, or unsatisfactory performance, of duties;
 - c) inability to perform duties because of physical or mental incapacity;
 - d) failure to satisfactorily complete an entry level training course;
 - e) failure to meet a condition imposed under s.22(6) of the *Public Service Act 1999*; or
 - f) a breach of the Code of Conduct; or
 - ii. on a ground equivalent to a ground listed in subparagraph 4.1i) above under the repealed *Public Service Act 1922*; or
 - iii. through voluntary retirement at or above the minimum retiring age applicable to the ongoing employee; or
 - iv. with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit
- will not count as service for severance pay purposes.
- 12 On separation, absences which do not count as service for any purpose will not count as service for redundancy pay purposes.

Rate of Payment - Redundancy Pay

- 13 For the purposes of calculating any payment under paragraph 8 above, salary will comprise the following only:

- i. the ongoing employee's salary; or
- ii. the salary of the higher position, where the ongoing employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which the ongoing employee is given notice of retrenchment; and
- iii. other allowances in the nature of salary paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty and performance bonuses.

Retention Periods

- 14 Unless the ongoing employee agrees, an excess ongoing employee who does not elect voluntary retrenchment will not have their employment terminated involuntarily until after a retention period of seven months (or thirteen months for ongoing employees who are 45 years or older, and/or have in excess of 20 years service in the APS) has elapsed.
- 15 If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the applicable retention period as identified in paragraph 14 is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this paragraph).
- 16 The retention period will commence on the earlier of the following:
 - i. the day the ongoing employee is advised in writing by the Secretary that he or she is an excess ongoing employee; or
 - ii. one month after the day on which the Secretary invites the ongoing employee to elect to be voluntarily retrenched; and
 - iii. it will be extended by any periods of personal leave certified by a registered health practitioner approved by the department taken during the retention period.
- 17 During the retention period the Secretary will continue to take

reasonable steps to find alternative employment for the excess ongoing employee including:

- i. potential excess employees being considered in isolation for any DFAT vacancies;
- ii. referral to the APSC's Career Transition and Support Centre or, where this is not available, an alternate redeployment service provider; and/or
- iii. may reduce the excess employee's classification as a means of securing alternative employment for the excess ongoing employee. Where an excess ongoing employee is reduced in classification before the end of the appropriate retention period, the ongoing employee will continue to be paid at his/her previous salary level for the balance of the retention period.

18 Where the Secretary believes there is insufficient productive work available for an excess ongoing employee during the retention period, the Secretary may, with the agreement of the ongoing employee, terminate the ongoing employee's employment under s.29 of the *Public Service Act 1999* and pay the balance of the retention period as a lump sum. This lump sum will comprise:

- i. the balance of the retention period (as shortened for the NES under paragraph 15 above) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
- ii. an additional redundancy payment equal to the amount the retention period was shortened by under paragraph 15 above (i.e. the NES component).

19 An excess ongoing employee will not be retrenched involuntarily if the ongoing employee has not been invited to elect to be retrenched.

20 An excess ongoing employee will be given four weeks notice (or five weeks notice if the employee is over 45 with at least two years of continuous service) where it is proposed that the ongoing employee will be involuntarily retrenched. This period of notice will be provided four weeks (or five weeks as applicable) prior to the expiry of the retention period. The notice

period will be extended by any periods of personal leave certified by a registered health practitioner approved by the department which is taken by the ongoing employee during this period.

ANNEX 4

DFAT WORKPLACE DELEGATES - PRINCIPLES AND GUIDELINES

- 1 Unless otherwise agreed, union workplace delegate's rights in the workplace are regulated by the *Fair Work Act 2009*.
- 2 The department notes that:
 - i. the *Fair Work Act 2009* enshrines the right of employees to be represented and provides that every employee is free to decide whether or not to join and be represented by a union in the workplace, including in bargaining;
 - ii. an individual employee's choice to be represented must be respected by all parties in the workplace. Where an employee elects to be a member of a union, their Agency must respect the employee's right to deal on workplace matters through their representative;
 - iii. the Government recognises the legitimate role played by unions in the workplace, including the rights and obligations provided for under legislation. The Government recognises the legitimate role of unions to act on behalf of their members and for the benefit of workers, and to organise and bargain collectively;
 - iv. employees have the right to seek advice, assistance and representation from their union in the workplace;
 - v. it is Government policy that Agencies should facilitate employee access to their representatives, including unions, in the workplace in a fair and reasonable way. This includes the provision of information to employees by their representatives;
 - vi. the role of workplace representatives, including union delegates and employee representatives, is to be respected and facilitated;
 - vii. it is the Government's expectation that Agencies and employee representatives, including unions, will work together collaboratively and professionally;
 - viii. agencies and unions will comply with the terms of the *Fair Work Act 2009*, including in respect of right of entry; and

- ix. it is recommended that each Agency develops, in consultation with employee representatives, a timely process to resolve issues arising in relation to the application of right of entry and freedom of association issues.
- 3 Within this setting, DFAT has developed the following protocols and guidelines for the rights of workplace delegates in the workplace.

Workplace Delegates

- 4 The department and workplace delegates must deal with each other in good faith.
- 5 The role of union workplace delegates is to be respected and facilitated. To assist transparency and communication, a list of current workplace delegates should be provided to the designated employee referred to in paragraph 1.32 (iii), and to each delegate's supervisor, and updated as necessary.
- 6 The rights of union workplace delegates and recognised representatives are as agreed with the department from time to time and include but are not limited to:
 - i. the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
 - ii. recognition by the department that endorsed workplace delegates speak on behalf of their members in the workplace;
 - iii. the right to participate in collective bargaining on behalf of those who they represent, as per the *Fair Work Act 2009*;
 - iv. the right to reasonable paid time to provide information to and seek feedback from employees in the workplace;
 - v. the right to reasonable paid time off to represent DFAT union members at relevant union forums;
 - vi. the right to be notified in advance of, be invited to and present sessions in formal departmental induction activities in order to advise new employees how to join a relevant union and brief them on the unions' activities;
 - vii. reasonable access to departmental facilities, including telephone, facsimile, photocopying, internet and email

facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union, subject to departmental policies and protocols;

- viii. reasonable paid time during normal working hours to consult with colleagues in the workplace;
- ix. reasonable access to appropriate training in workplace relations matters including training provided by a union;
- x. the right to consultation, and access to relevant information about the workplace and the agency; and
- xi. the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

7 In addition, the following rights also extend to members:

- i. reasonable paid time to receive advice and assistance from their union in the workplace;
- ii. the right to place union information on a notice board in a prominent location in the workplace.

8 The department will seek to facilitate union communication with employees by means that may include:

- i. the use of staff bulletins on the 'Announcements' page of Satin Low as a means of communicating with employees and other means of information sharing, including written materials, intranet portal, and maintaining the current access by staff to external union websites;
- ii. email access to their membership in the department;
- iii. if particular circumstances occur where these email arrangements do not meet the common interests of all relevant parties, the department would consider an all staff email arrangement on a case-by-case basis;
- iv. group or individual meetings between employees and their representatives.

9 In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely affect on the efficient operation of the department and the provision of services by the Commonwealth. The time taken by employees who are workplace delegates to attend to union activities should be reasonable and should not compromise work commitments. The

employee should discuss with their supervisor and come to agreement on appropriate arrangements to attend to their workplace delegate responsibilities.

- 10 Any queries about the application of these guidelines should be directed to the designated employee referred to in paragraph 1.32 (iii).