

DEPARTMENT OF
FOREIGN AFFAIRS AND
TRADE

CERTIFIED AGREEMENT

2000-2003

(as varied in June 2002)

DFAT CERTIFIED AGREEMENT 2000- 2003

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SCOPE AND OBJECTIVE

TITLE

- 1.1 This Agreement will be known as the Department of Foreign Affairs and Trade Certified Agreement 2000-2003.

PARTIES BOUND AND COVERED

- 1.2 This Agreement is made between the Minister for Foreign Affairs and DFAT employees under section 170LK of the *Workplace Relations Act 1996*.
- 1.3 This Agreement covers the terms and conditions of employment of all APS employees of the Department of Foreign Affairs and Trade employed under the *Public Service Act 1999*.

OBJECTIVE

- 1.4 In developing this Agreement, the parties are conscious of the opportunity provided by the *Workplace Relations Act 1996* to establish working arrangements and conditions of service which meet the needs of the Department and employees to undertake the important tasks which will be required in the future.
- 1.5 This Agreement aims to improve the efficiency and effectiveness of the Department by continuing to build a working environment and remuneration package that supports, develops and encourages employees to perform at their best.
- 1.6 The objectives of this Agreement are to ensure Departmental priorities and requirements can be met, including by
 - i developing smarter work practices which encourage all employees to manage prioritised workloads within reasonable working hours
 - ii encouraging strong performance through further strengthening the performance-based culture and by recognising and rewarding high achievement
 - iii continuing to improve the Department's effectiveness through high quality management of 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 ensuring the flexibility necessary for employees to balance their professional and personal lives
- vi promoting employee commitment to DFAT by upholding workplace diversity, anti-discrimination, 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.

1.7 In developing this Agreement, four principles have been embraced

- i the overall benefits available to employees as a result of this Agreement will not be less than the overall benefits that would have been available to employees immediately before the commencement of this Agreement
- 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 recognise the link between gains in productivity and the need to reflect these in improved conditions of employment where possible
- iv any further changes to working arrangements or conditions flowing from this Agreement or otherwise affecting employees will be developed in consultation with employees including through the Workplace Relations Committee.

HIGH STANDARDS OF ETHICAL CONDUCT

1.8 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. In implementing this Agreement and undertaking their duties, employees will uphold the APS Values and comply with the APS Code of Conduct as enshrined in the *Public Service Act 1999*. Employees will also comply with the Department's Code of Conduct for Overseas Service which takes account of the particular significance of the Department's representational role outside Australia.

DURATION AND VARIATION

- 1.9 This Agreement will come into effect on 1 July 2000 or upon certification by the Australian Industrial Relations Commission (AIRC), whichever is the later. The nominal expiry date of the Agreement is 30 June 2003.
- 1.10 DFAT employees and their representatives agree to commence consultations on a replacement agreement no later than six months prior to the nominal expiry date of the Agreement.
- 1.11 The parties acknowledge that this Agreement may be varied in accordance with the *Workplace Relations Act 1996*.

COMPREHENSIVE AGREEMENT

- 1.12 This Agreement is comprehensive and displaces
- Continuous Improvement in the Australian Public Service Enterprise Agreement 1995-96
 - DFAT Certified Agreement 1998-2000
 - Australian Public Service Award 1998
- 1.13 It is acknowledged that employment is subject to the provisions of the following legislation
- *Workplace Relations Act 1996*
 - *Long Service Leave (Commonwealth Employees) Act 1976*
 - *Maternity Leave (Commonwealth Employees) Act 1973*
 - *Superannuation Act 1976*
 - *Superannuation Act 1990*
 - *Superannuation Benefits (Supervisory Mechanisms) Act 1990*
 - *Superannuation Productivity Benefit Act 1988*
 - *Safety Rehabilitation and Compensation Act 1988*
 - *Occupational Health and Safety (Commonwealth Employment) Act 1991*
 - *Public Service Act 1999*

- *Public Employment (Consequential and Transitional Amendment) Act 1999*
- *Sex Discrimination Act 1984*
- *Human Rights and Equal Opportunity Act 1986*

1.14 The Department will ensure the effective application of the provisions contained in this legislation including, where possible, through the exercise of agency discretion in consultation with employees.

FURTHER AGREEMENTS

1.15 It is a term of this Agreement that the employer may enter into AWAs which will either

- i operate to the exclusion of this Agreement; or
- ii incorporate the terms of this Agreement but prevail over those terms to the extent of any inconsistency

as specified in each AWA.

1.16 Any AWAs offered by the Department will be in accordance with the *Workplace Relations Act 1996*. Where it is known in advance that an AWA will be offered to attract applicants to a position, this will be included in the relevant vacancy notice or advertisement.

DELEGATIONS

1.17 The powers and functions assigned to particular individuals under this Agreement may be delegated.

TERMINATION OF EMPLOYMENT - REVIEW MECHANISM

1.18 An employee will have the right to bring action under Division 3 of Part VIA of the *Workplace Relations Act 1996* (Termination of Employment Provisions) in respect of any termination of employment under this Agreement. This will be the sole right of review in respect of such actions.

CONSULTATIVE MECHANISM FOR MANAGING THE AGREEMENT

- 1.19 To facilitate the harmonious operation of this Agreement a consultative mechanism will continue to operate and will comprise
- i the Workplace Relations Committee which is the peak consultative body through which employee views can be given full consideration
 - ii a designated employee who will report to the First Assistant Secretary, Corporate Management Division, and who will provide a first point of contact for any matters arising out of the operation of the Agreement. The same employee will oversee employees in relation to the secretariat function for the WRC and its sub-committees.
- 1.20 Members of the WRC will be drawn from a wide cross-section of employees. The WRC will comprise employee representatives (one each from FATA, the CPSU, AMWU and MEAA, two employees from each broadband and one SES employee) and an equal number of representatives of the Department's management. FATA and union employee representatives will be nominated or elected by their members. Other employee representatives will be elected by employees, the election to be managed by the designated employee referred to in paragraph 1.19 above. Elections will be conducted in accordance with the principles of openness of process, confidentiality and accountability, and in accordance with procedures agreed by the WRC.
- 1.21 The WRC will be the chief consultative body for all activities involving DFAT employees and their conditions of employment in the Department. The WRC will provide a forum for
- i considering and developing means of improving the quality of the work environment
 - ii addressing matters of concern, including those arising from the implementation and operation of the Agreement.
- 1.22 The operations of the WRC and its sub-committees (see paragraph 1.24 below) 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 DFAT employees. They will promote, as the basis of the WRC's work, the objective of effective consultation, whereby all WRC members, and

through them all employees, contribute to the development of decisions on the Department's human resource management and related policies. The Principles will make appropriate provision for participation in the WRC by non-WRC members.

- 1.23 The WRC will meet at least three times each year. Additional meetings may be convened at the request of a member. The Secretary, or nominee, will normally chair the WRC. The members of the WRC will seek to resolve issues through a process of consultation.
- 1.24 The WRC may establish sub-committees, such as the Human Resource Management and Occupational Health and Safety sub-committees. Sub-committees will comprise members and/or nominees of the WRC. The Advisory Group on Overseas Conditions of Service will be retained, and will become a sub-committee of the WRC.
- 1.25 The Department recognises that facilities (necessary time off and reasonable use of Departmental resources) should be made available for WRC members.
- 1.26 The Department will recognise the right of entry provisions for registered organisations contained in the provisions of Part IX, Division 11A of the *Workplace Relations Act 1996*.

*HRM Ref Vol 1 Chapter 1
Consultative Arrangements*

PROCEDURES FOR PREVENTING AND SETTLING DISPUTES

- 1.27 Consistent with s.170LT (8) of the *Workplace Relations Act 1996*, the following are the procedures for preventing and settling disputes over matters arising under this Agreement.
- 1.28 Without prejudice to either the employer or the employees, the parties to this Agreement must ensure that work continues normally, except where a bona fide occupational health and safety issue is involved, in which case staff will not be expected to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved.
- 1.29 It is the responsibility of the parties to this Agreement to take reasonable and genuine internal steps to prevent or settle disputes by early and timely discussion and consultation. In the first instance, the parties are required to seek to resolve disputes within the workplace at the Section, Branch or Mission level.

- 1.30 Where a matter has not been resolved through these procedures, the matter may be referred by any party to the WRC.
- 1.31 In the event that the parties to the dispute are unable to resolve a dispute in a manner consistent with paragraph 1.28 - 1.30 above, the specific matter or matters in dispute arising under this Agreement may be referred to the Australian Industrial Relations Commission (AIRC) or its successor.
- 1.32 Unless the parties to the dispute agree to the contrary, the AIRC shall, in responding to the matter, have regard to whether a party has applied these procedures.
- 1.33 Consistent with s.170LW of the *Workplace Relations Act 1996*, the AIRC, by this Agreement, is empowered to settle disputes over the application of this Agreement.
- 1.34 Should it be the case that the AIRC lacks jurisdiction to settle such disputes by binding arbitration, the parties to the Agreement agree nonetheless to abide by any decision, recommendation or other suggestions the AIRC may make.

HRM Ref Vol 1 Introduction

INTERPRETATIONS/DEFINITIONS

- 1.35 `Agreement' means the Department of Foreign Affairs and Trade Certified Agreement 2000-2003
- `AIRC' means the Australian Industrial Relations Commission or its successor
 - `APS' means the Australian Public Service
 - `AWA' means an Australian Workplace Agreement as defined in the *Workplace Relations Act 1996*
 - `CMD' means Corporate Management Division
 - `consultation' means the exchange of relevant information and discussion with the objective of contributing substantively to the decision-making process
 - `Department' or `DFAT' means the Department of Foreign Affairs and Trade

- `employee' means a n APS employee within the meaning of the *Public Service Act 1999*
- 'GTs' means employees engaged or promoted pursuant to the Department's Graduate Recruitment and Training scheme
- `HOM' means Head of Mission
- `HOP' means Head of Post
- 'Non-ongoing employee' has the same meaning as in the *Public Service Act 1999*
- 'Ongoing employment' means ongoing employment as defined by the *Public Service Act 1999*
- `Parties' means the persons bound by this Agreement
- 'promotion' has the same meaning given by subclause 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 Senior Executive Service
- `Staff Association' or 'FATA' means the Foreign Affairs and Trade Association
- 'WRC' means the Workplace Relations Committee established under this Agreement
- `Unions' means the Community and Public Sector Union (CPSU); the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU); Australian Salaried Medical Officers' Federation (ASMOF); and the Media, Entertainment and Arts Alliance (MEAA).

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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 will 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 assist staff to balance their personal and professional lives.

HUMAN RESOURCE MANAGEMENT

- 2.2 The Department acknowledges its employees as its most fundamental and valued resource and remains committed to improving further its human resource management. The Department will continue to develop and refine its approach to human resource management in consultation with staff.
- 2.3 This Agreement outlines the guiding principles for all Departmental employment conditions and provides specific details of core employment conditions. There is a requirement also to provide information to employees and supervisors to facilitate the effective day-to-day operations of the Department
- i in accordance with human resource management best practice, the Department maintains a Human Resource Manual to implement the guiding principles and conditions outlined in this Agreement, and to provide information on how the Department will ordinarily make decisions on human resource management issues
 - ii where an employee has concerns about the interpretation or application of the Human Resource Manual, he/she may pursue this through the internal review mechanisms (paragraphs 2.61 - 2.63) or through WRC channels either directly or via WRC members.
- 2.4 References in this Agreement to the Department's Human Resource Manual are for the further information of staff and it is not intended that the Manual forms part of this Agreement. However, the parties recognise that they will have reference to the Human Resource Manual

in the Department's day to day operations. References to the HRM chapter numbers and headings referred to in the Agreement may change from time to time.

- 2.5 The Department will continue to review and update the Human Resource Manual as necessary in full consultation with employees and in a manner consistent with the principles contained in this Agreement. This will include continuing the process of consultation with the Human Resource Management and the Overseas Conditions of Service sub-committees of the WRC.

STAFF SUPPORT AND WELFARE SERVICES

- 2.6 The Department will continue to resource the services provided by the Medical Unit, Occupational Health and Safety, and the Staff Counsellor support services.
- 2.7 The Department will continue to resource the services provided by the Family Liaison Officer and Community Liaison Officer network to ensure all employees and, where applicable, their partners and dependants have ready access to appropriate information and support in respect to overseas assignments.

LEADERSHIP AND MANAGEMENT

- 2.8 Strong leadership and management will be 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.
- 2.9 The development of strong leadership and management skills is given high priority in DFAT's Training and Development Strategy (see 2.54 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 will undertake leadership and management training, including with respect to the performance management system.

ANTI-DISCRIMINATION

- 2.10 Recognising the importance of workplace diversity in enhancing the Department's effectiveness, the parties will continue actively to promote the Department of Foreign Affairs and Trade Workplace Diversity Program. The parties and all 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, religious belief, political opinion, national extraction or social origin, consistent with the *Workplace Relations Act 1996* and the *Public Service Act 1999*. The conditions regarding the official recognition of de facto relationships for the purposes of conditions of service apply regardless of sexual preference. Harassment of any kind will not be tolerated. In circumstances where a discrimination or harassment issue arises, the Department will take prompt action to address specific concerns of the affected employee including, where appropriate, changes to work placements.

HRM Ref Vol 1 Chapter 12
Workplace Diversity

STAFFING STRUCTURES

- 2.11 As of 7 July 2000 the Department will establish a four-band non-SES staffing structure plus a training band and a transitional APS5-APS6 Band covering all non-SES employees (except the medical staff) as detailed in Annex 1. Classifications for medical staff are also detailed in Annex 1. The structure will be based on the authorised eight level APS classification structure. It will comprise APS1-3 in Broadband One, a GT Training Band, APS4-5 in Broadband Two, a transitional APS5-APS6 Band, APS6-Executive Level 1 in Broadband Three and Executive Level 2 in Broadband Four. The three-band SES employee structure as detailed in Annex 1 will continue to apply.
- 2.12 Employees at the APS5 level at the commencement of this Agreement will be part of the transitional APS5-APS6 Broadband and will remain on APS5 paypoints until advanced into Broadband Three paypoints under the performance management system.
- 2.13 Postings opportunities for APS1-4 employees will not change under the four-band structure (paragraph 2.34 refers).

HRM Ref Vol 1 Chapter 3
Staffing Structures

PERFORMANCE APPRAISAL

- 2.14 A performance management system linking performance to remuneration, postings, placements and promotions was established in January 1998 under the DFAT Certified Agreement 1998-2000. The system has been extensively revised for this Agreement, although the annual performance appraisal will continue to be used to determine the

pay point movement of employees within broadbands, and payment of bonuses in lieu of pay point movements, and will be taken into account in postings, placements and promotion processes. The Department is committed to a performance management system which is fair, conducted with integrity and is in accordance with the *Public Service Act 1999*.

The main features of the system are as follows

- i all employees are covered by the performance management system except for non-ongoing employees engaged for a continuous period of less than 12 months. Non-ongoing employees for more than 12 months will have access to the performance management system from the beginning of their second year in continuous employment in DFAT. Probationers can be rewarded via the performance management system, where applicable, but payment is made retrospectively and on a pro-rata basis, subject to satisfactory completion of the probation period. Performance appraisal as it relates to GTs is detailed in paragraphs 2.36 - 2.45
- ii at the commencement of each performance cycle, all employees covered by the performance management system are required to establish a performance agreement with their supervisors. The agreement must identify clearly the major duties and responsibilities of the position and include well-defined performance indicators against which the employee's performance will be measured during and at the end of the appraisal cycle. Performance agreements must reflect the relevant Departmental work level standards, and take into account the Department's corporate and human resource management objectives and the work unit's operational plan. The performance agreement must also take into account the APS Values and Code of Conduct, the Department's Code of Conduct for Overseas Service, and the Department's security requirements
- iii supervisors are expected to provide, and staff should seek, regular and constructive feedback based on performance agreements. As a minimum, formal feedback must be provided at the mid-point of the appraisal cycle. Mid-term reviews also provide an opportunity for adjustment of performance indicators, although employees and supervisors can agree to adjust these at any time during the cycle. Supervisors will be required to indicate on the final appraisal form that a mid-term review has been carried out

- iv at the end of the appraisal cycle the supervisor is required to hold a full and open discussion with the employee to examine the employee's performance in relation to the agreed performance indicators. An appraisal report must be prepared by the supervisor on the basis of that discussion, including commenting on the employee's suitability for promotion and posting, as well as training and development needs. This report must be discussed with the employee, and should be signed by both supervisor and employee
- v performance appraisal will be on the basis of a five point rating system. The five ratings that may be awarded to staff are: Outstanding, Superior, Fully Effective, Effective and Unsatisfactory. The outcomes that result from each of these ratings are detailed in paragraph 2.22 and 2.23.

2.15 Performance ratings are determined through a two stage process

- i the first stage is to assess to what extent the employee has or has not met the requirements of the agreed performance indicators. This is done by the supervisor solely in relation to the performance agreement and is not subject to comparison with other employees. (Supervisors must consult with any previous supervisors during the appraisal cycle, before finalising their assessment.) If the employee has met the performance indicators to a high standard and has performed consistently at a fully effective level, the employee is rated Fully Effective and will receive the reward appropriate to that rating (unless the rating is upgraded as part of the second stage of assessment outlined in 2.15(ii)). If the employee is assessed overall as having met the requirements of the performance indicators the employee is rated as Effective. If the employee is assessed as not having met these requirements, the employee is rated Unsatisfactory, and the provisions for formally managing under-performance as set out in this Agreement will apply.
- ii the second stage involves identifying those employees who have been rated Fully Effective at the first stage and who have exceeded the requirements of the performance agreement. This requires the employee to be compared with other staff within the broadband in the relevant divisional grouping (which constitutes the Division, and relevant posts, State and Passport Offices). The supervisor and the Division Head are the key decision makers in this comparative review process. Making a comparative assessment, the supervisor will nominate those employees who the supervisor believes have exceeded the requirements of the performance agreement and who

should be rated Outstanding or Superior and rewarded accordingly. Division Heads, in consultation with Branch Heads, supervisors and where appropriate, Heads of Missions/Posts and managers in State and Passport Offices, will consider all nominated employees through a comparative review process and will decide which employees are to be rated higher than Fully Effective. Once the Division Head has made a decision, employees will be advised by their supervisors of the outcome.

- iii where the employee has been assessed as having performed at an outstanding level to achieve exceptional results which make the employee's performance fall within the top 10 per cent of staff in the broadband in the divisional grouping, the employee will receive a rating of Outstanding. Where the employee has been assessed as having performed to a superior level to achieve results which make the employee's performance fall within the next 20 per cent of staff in the broadband in the divisional grouping, the employee will receive a rating of Superior.
- iv 10 per cent of employees across divisional groupings and broadbands are expected to receive ratings of Outstanding, 20 per cent to receive ratings of Superior. There are no percentage ratios for the other ratings of Fully Effective, Effective or Unsatisfactory. An Unsatisfactory rating will be used to identify and manage under-performance. Division Heads will be expected to meet the above percentage ratios for ratings of Outstanding and Superior.

2.16 Collective upward appraisal of each supervisor's performance is an essential element of the performance appraisal system, as it ensures that the supervisor's performance as a manager is assessed and included in the supervisor's final performance rating. The main features of upward appraisal are as follows

- i at the end of the appraisal cycle, staff will, wherever possible, meet collectively to discuss the management performance of a supervisor and complete the upward appraisal form. This will include staff assessment of the supervisor's performance in implementing working smarter strategies and in managing the performance appraisal process.
- ii that assessment will be passed to the supervisor's supervisor, who must take it into account prior to determining whether the supervisor has performed to a Fully Effective level, and whether the employee should be considered for a higher rating. The

supervisor's supervisor must indicate to staff that the upward appraisal has been taken into account.

- iii staff will be encouraged to provide direct feedback (collectively or individually) to their supervisors at any time throughout the appraisal period on their management performance.
 - iv CMD will provide guidance to clarify the process where necessary.
- 2.17 Employees will be given the opportunity to discuss their provisional ratings with their supervisors before aggregate ratings by Divisions are forwarded to the Senior Executive
- i differences between supervisors and employees on assessments should be resolved at an early stage by regular, frank discussion. Where a rating has been changed as a result of a review, the reasons for that change must be identified in the appraisal report. Should it not prove possible to resolve differences within the work unit or wider Division/post, requests for a review of ratings can be made to the First Assistant Secretary CMD within two months of final ratings being advised. The First Assistant Secretary, CMD, and another SES member of CMD will undertake that review except where CMD employees are seeking a review. In such cases the review will be undertaken by SES members of other Divisions.
 - ii in addition to an employee's performance rating, the annual appraisal report will comment on the employee's suitability for promotion and posting and provide an indication of training and development needs. Promotions, placements and postings committees will have access to these reports.
 - iii where a determination has been made that an employee has breached the APS Code of Conduct or the DFAT Code of Conduct for Overseas Service, the employee's final annual performance rating will take this into account as appropriate for the year in which the determination is made.
- 2.18 At the end of each annual performance management cycle, a report on its outcomes - including the number of staff movements within broadbands - will be made available for the information of employees, to assist in Departmental planning and evaluating the performance management system.
- 2.19 Training in performance appraisal is critical to ensure the smooth operation of the system. Appropriate training will be provided to all

staff and supervisors. Aspects such as the preparation of performance agreements, giving and receiving feedback, appraising outcomes and managing upward appraisal will be covered in this training.

2.20 An important element of performance appraisal is the exit interview that is conducted when an employee finishes a long-term overseas posting. An exit interview must be conducted by the appropriate supervisor, and is to be factored into the final performance rating of the employee for the relevant appraisal cycle and taken into account in future applications for long-term posting.

2.21 [Deleted]

HRM Ref Vol 1 Chapter 5
Performance Management

MOVEMENTS THROUGH BROADBANDS AND PAYMENT OF PERFORMANCE BONUSES

- 2.22 Each non-SES broadband contains a series of pay points, as detailed in Annex 1. Movement through pay points within each broadband will be determined by the ratings achieved by employees in annual performance appraisal cycles. For employees at the top pay point of a broadband, a performance bonus will be paid for specific ratings. In particular instances, outlined in the following paragraphs, other employees will receive a performance bonus rather than a pay point movement.
- 2.23 Non-SES employees move pay points through a broadband and/or receive a performance bonus of base salary (as at 1 July following the appraisal cycle) on the basis of performance appraisal ratings as set out below
- i employees rated as Outstanding will advance a pay point and receive a six per cent bonus, or will receive a 12 per cent bonus if at the highest pay point of a broadband
 - ii employees rated as Superior will advance one pay point, or, if they have a banked Fully Effective rating, will advance a pay point and receive a 2 percent bonus, or will receive a six per cent bonus if at the highest pay point of a broadband
 - iii employees rated as Fully Effective will receive a bonus of three per cent if at the top of the broadband, or will move a pay point where they have received this rating for two consecutive performance cycles. Ratings of Effective and Highly Effective from the 2000-2001 performance cycle will count as a banked Fully Effective rating for the 2001-2002 performance cycle only.
 - iv As a transitional arrangement, employees who are rated Fully Effective, who are not at the top of the broadband and who also do not have a banked Effective or Highly Effective rating from the 2000-2001 performance cycle, will receive a 1 per cent bonus for the 2001-2002 performance cycle only.
 - v employees may bank a Fully Effective rating for one year only i.e. until it contributes to a pay point movement in the following year due to a rating of Fully Effective or Superior; or an employee is rated outstanding; or until the employee is promoted to a higher broadband. A banked rating of Fully Effective will lapse if an employee is rated Outstanding. An employee can only use a

banked rating to advance a pay point once. Further detail on banking of ratings is provided in the Human Resource Manual

- vi employees rated Effective will not receive performance pay. Effective ratings will not be banked
 - vii employees rated Unsatisfactory will be subject to the under-performance provisions detailed in Annex 2
 - viii performance bonuses will be paid as annual bonuses and taxed at source. They will not be treated as salary for superannuation purposes
 - ix Staff may decline advancement to a higher APS level, and accept the appropriate bonus in lieu of that movement.
- 2.24 SES employees will be subject to the same performance management system and will receive bonus payments at rates equivalent to those for non-SES employees.
- 2.25 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.
- 2.26 Where a job within a broadband becomes available a manager may fill the job
- with an employee at the same substantive APS level
 - with an employee at a different APS level in that broadband subject to appropriate job redesign taking into account relevant work level standards.
- 2.27 At the discretion of the Department and with the agreement of the employee/s concerned, employees may be seconded or placed with another organisation (whether private or public sector) for an agreed period. Employees undertaking secondments or placements are excluded from participating in the Department's performance appraisal system and the associated pay point movements for the period of the secondment or placement. In recognition of this, on conclusion of a secondment or placement, the Secretary may reintegrate an employee into the Department at a higher pay point than the employee's substantive level. The Secretary will take into account any available performance information from the period of secondment or 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, and in the case of the SES, within their band. The provisions of this clause will also apply to Executive Level 2 HOM/HOPs upon their return to duty in Australia.

- 2.28 Movement of employees between the broadbands, from non-SES to SES employee classifications and between SES bands 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, taking account of the requirements of the job to be filled.

HRM Ref Vol 1 Chapter 5
Performance Management

ENGAGEMENT AND PROMOTION PROCESSES

- 2.29 The Department is committed to good practice in its approach to engagement and promotion. In filling vacancies, the Department will seek to balance operational requirements, the career aspirations and development needs of employees, and the need for employment to be open to competition from other APS employees and from other members of the Australian community.
- 2.30 The Department will seek to fill its vacancies initially by employees at level. Where that is not possible, the Department places emphasis on the following principles when seeking to fill vacancies
- i that merit as defined in the *Public Service Act 1999* is the sole basis for selection
 - ii the Department will follow the guidelines on the filling of vacancies as set down by the *Public Service Act 1999* and the Public Service Commissioner's Directions on Merit
 - iii the Department may review engagement and promotion processes as necessary in consultation with staff
 - iv there is a preference to fill vacancies through bulk round processes where appropriate
 - v while it is recognised that bulk rounds are desirable on at least an annual basis, they will be subject to there being available vacancies

- vi that one-off selection processes are used to ensure the Department is staffed adequately 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 formal one-off selection processes.
 - vii that selection processes be conducted as quickly and cost effectively as possible without compromising the need for transparency and merit-based decisions
 - viii all unsuccessful departmental candidates will be entitled to seek and receive feedback on their applications.
- 2.31 At the discretion of the Secretary, a person moving at level from another APS agency to the Department, whose salary in his/her previous employing agency does not correspond directly to any of the relevant pay points within the DFAT salary scale, may preserve his/her pre-existing salary until such time as that salary is matched by the DFAT salary for the relevant APS classification.

HRM Ref Vol 1 Chapter 2
Recruitment and Selection

PROBATION

- 2.32 Engagements to ongoing employment in DFAT will be subject to satisfactory completion of a probation period. The new employee is to be advised of the period of probation - which will be a minimum of six months - in a letter confirming the offer of employment. An employee on probation will become an ongoing employee once he or she has met Departmental requirements with respect to health checks, security clearances, work standards and compliance with the APS Values and Code of Conduct and the DFAT Code of Conduct for Overseas Service. In certain circumstances the period of probation may be extended to a maximum period of 12 months.

POSTINGS AND PLACEMENTS

- 2.33 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 the Department intends to fill a position through internal deployment, the vacancy normally will be advertised, and applications invited from

interested employees in the relevant broadband/s. 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.

- 2.34 All positions overseas classified at the Broadband One (APS 1-4) level under the Certified Agreement 1998-00 will, under this Agreement, continue to be advertised as available to Broadband One (APS1-3) staff. Employees in Broadband Two (APS 4-5) and GT Training band also will be eligible to apply for positions formerly designated as Broadband One (APS1-4) positions. Employees at the APS5 level at the commencement of this Agreement will be eligible to apply for Broadband Three (APS6-EL1) vacancies. In specific identified instances, Higher Duties Allowance will be payable where an employee at a lower broadband is selected to fill a position in a higher broadband and the performance agreement and duties of the position cannot be adjusted to the relevant work level standard. In other cases, performance agreements and duties will be amended to reflect the work level standards of the APS classification of the successful candidate.

HRM Ref Vol 1 Chapter 4
Deployment

Vol 1 Chapter 3
Staffing Structures

GRADUATE TRAINEES (GTs)

- 2.35 The recruitment of GTs 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.

Arrangements for GTs recruited in 1999

- 2.36 Consistent with policy on graduate advancement in previous years, the classification of GTs who commenced work in the Department in 1999 will be re-allocated from APS3 to APS4, at 1 July 2000, subject to meeting relevant performance requirements as determined by the Department.

Arrangements for GTs recruited from 2000

- 2.37 Selection of GTs will be on the basis of a fair and open process consistent with the Human Resources Manual, *Public Service Act 1999* and other relevant legislation.
- 2.38 From 7 July 2000, a new broadband structure will apply in the Department which will include a new graduate training band ("GT Training Band") as set out in Annex 1.
- 2.39 GTs who commenced work in the Department in 2000 will be advanced to APS3 on 7 July 2000 in accordance with the Classification Rules under the *Public Service Act 1999* governing Graduate APS. Confirmation of engagement will be subject to satisfactory completion of a six month probation period.
- 2.40 The classification of GTs who have been advanced to APS3 will be re-allocated from APS3 to APS4, 12 months after commencement of work in the Department, subject to meeting relevant performance requirements as determined by the Department.
- 2.41 On 1 July in the year after commencement in the Department, GTs will be subject to the Department's performance management system as set out in this Agreement.
- 2.42 GTs will move into the DFAT broadbanding structure on completion of their specified training period.

Arrangements for GTs recruited from 2001

- 2.43 From 2001, GTs will enter the Department at a level not less than APS3 within the GT Training Band. The classification of GTs within the GT Training Band will be re-allocated to a level not less than APS4, 12 months after commencement of work in the Department, subject to satisfactory completion of a six month probation period and to meeting relevant performance requirements as determined by the Department.
- 2.44 On 1 July in the year after commencement in the Department GTs will be subject to the Department's performance management system as set out in this Agreement.
- 2.45 GTs will move into the DFAT broadbanding structure on completion of their specified training period.

*HRM Ref Vol 1 Chapter 2
Recruitment and Selection*

ADMINISTRATIVE OFFICER DEVELOPMENT PROGRAM

- 2.46 The Administrative Officer Development Program (ADP) is designed to provide career development opportunities to Broadband One and Broadband Two employees not recruited through the graduate recruitment process and to provide the Department with a high-quality, broadly-skilled feeder group for Senior Administrative Officer positions overseas. It is open to ongoing Broadband One and Broadband Two employees with at least 12 months' service in the Department. Participants undertake a two-year program in the corporate areas of the Department to equip them with the necessary administrative and financial management skills to occupy, initially, junior administrative positions overseas. Being an internal transfer, selection to participate in the program is not strictly merit based. Selection for the program is on the basis of written applications, recent performance appraisals or probation reports, and consultation with supervisors on the potential of candidates to contribute to the administrative and financial management of the organisation. An assessment is made on the basis of the qualities, experience and potential of the candidate, with positions offered to those judged to be most suitable. The size of the program in any one year will depend on the Department's operational needs and the calibre of the field of candidates.
- 2.47 ADP participants will continue to take part in the Department's performance management system through performance agreements struck with the Assistant Secretary Staff Development Branch or his/her delegate.

HRM Ref Vol 1 Chapter 6
Human Resource Development

SENIOR EXECUTIVE SERVICE EMPLOYEES

- 2.48 The conditions of service contained in this Agreement apply to all SES employees. SES employees will also be entitled to receive the following benefits
- i to participate in the Executive Vehicle Scheme
 - ii to participate in the leave bank scheme under which, when the SES employee is deemed to be on recreation leave but is not absent, the deemed recreation leave credits form a special 'bank' of leave
 - iii to fly business class for official domestic and international travel and where business class is not available, first class

- iv to access enhanced conditions, applicable to HOM/HOPs, when serving in non-HOM/HOP positions on overseas posting: payment of outfit allowance; mid-term consultations; and limited official travel by the employees' partner when he or she is representing the HOM/HOP.
- 2.49 Airport lounge and mobile phone entitlements will be cashed out during the life of this Agreement. There will be a minor negative adjustment to the total amount cashed out to reflect a notional contribution by all SES employees for the private use of fuel cards in return for which SES employees will be entitled to use their fuel card in relation to their assigned vehicle without restriction.
- 2.50 The Secretary may elect to provide a cash payment in respect of any SES benefit included in this Agreement.

HRM Ref Vol 3
SES Employees and HOM/HOPs

DIRECTORS OF STATE AND TERRITORY OFFICES

- 2.51 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. The Directors of the Western Australia State Office and the Northern Territory Office will be entitled to travel business class for work related travel between Perth and Darwin respectively and Canberra.

TRAINING AND DEVELOPMENT

- 2.52 The parties 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 specific resources for this purpose.
- 2.53 The training and development needs of employees will continue to be addressed as part of the performance management process.
- 2.54 The Department has developed a coordinated Training and Development Strategy in consultation with employees. The development needs of employees will vary according to their roles in the organisation and the stages they have reached in their careers. To make best use of the Department's available training resources, priority will be given to developing

- i leadership and management skills
 - ii core professional knowledge and skills, including policy, media, communication, technical and resource management skills
 - iii languages, including language retention
 - iv a new Professional Development Award Scheme for a small number of high performing employees at the Broadband Four level and above. The Department will fund the salary, fees and ancillary costs for successful applicants to undertake external secondments, post-graduate or specialised study or research other developmental activities which are both professionally beneficial to the employees involved and of direct relevance and interest to the Department.
- 2.55 The Department will ensure that appropriate training is provided to technical staff to facilitate the development and maintenance of relevant technical skills and competencies, including in first aid.
- 2.56 Divisions, posts and State Offices will be required to submit annual training and development plans to Staff Development Branch, and will be assessed on their delivery of these plans in the Post Evaluation Report/Divisional Evaluation Report/Office Evaluation Report process. Similarly, supervisors will, as part of their annual upward appraisals, be assessed on the degree to which they assist staff in meeting individual training and development needs.

MANAGING UNDER-PERFORMANCE

- 2.57 In general, the employees of this Department have shown a high level of commitment and effectiveness. There are occasions, however, when particular employees have not performed to the levels required. It is important that this problem be addressed promptly, but in a manner which is equitable and transparent. The procedure for handling such cases is set out in Annex 2.

HRM Ref Vol 1 Chapter 5
Performance Management

REDEPLOYMENT, RETIREMENT AND REDUNDANCY

- 2.58 The parties recognise that, for a variety of reasons, employees might, at some point, have to consider the options of redeployment, retirement or redundancy. The procedures for handling redeployment, retirement and redundancy for non-SES employees are described in Annex 3.

Redeployment, retirement and redundancy arrangements for SES employees will be in accordance with the *Public Service Act 1999* and any relevant directions made by the Public Service Commissioner.

- 2.59 Retirement or redundancy represents a significant personal and financial transition. Non-SES employees who agree to retirement or redundancy will therefore be reimbursed, within three months of separation from the Department, not less than \$300 towards the cost of seeking professional financial advice.
- 2.60 To the extent that the arrangements for retirement, redeployment and redundancy set out in Annex 3 of the Agreement are consistent with such arrangements for SES employees under the *Public Service Act 1999*, *Public Employment (Consequential and Transitional) Regulations 1999* and any relevant directions of the Public Service Commissioner, the provisions of Annex 3 will apply to SES employees.

HRM Ref Vol 1 Chapter 17
Separation

INTERNAL REVIEW OF EMPLOYMENT ACTIONS

- 2.61 The parties agree that concerns arising from actions relating to employment should, wherever possible, be resolved through constructive dialogue between employees and supervisors in the workplace. Employees are expected to raise issues of concern with their supervisors as soon as they arise. Supervisors are expected to respond quickly and generally within two working days of an employee requesting that a matter be discussed.
- 2.62 Where the employee or supervisor does not consider the matter is moving towards resolution, he/she will discuss the matter with the senior manager of the work unit (generally the branch head or office/post manager). If the matter cannot be resolved there it will be referred to the First Assistant Secretary, CMD who may appoint another manager to examine the matter. If the matter cannot be resolved at that point, it will be referred again to the First Assistant Secretary, CMD and, if necessary, a Deputy Secretary who is not responsible for Management. The final internal adjudicator on such matters will be the Secretary, through the Deputy Secretary responsible for Management. In normal circumstances the review process should be completed within three months. If the employee requests, the parties concerned will be advised in writing of the result of this process and the reasons for the result. At any stage throughout this process either party may seek the assistance of the Department's Staff Counsellor and/or a staff representative.

- 2.63 If an employee wishes to pursue a complaint which he/she has not sought to resolve through the above process, it is expected to be drawn to the attention of the First Assistant Secretary, CMD.

HRM Ref Vol 1 Introduction

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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 employment terms and conditions, such as the utilisation of flex-time credits, access to time off in lieu and payment for excess duty, where applicable, subject to operational requirements which may limit access to some conditions at certain times
 - iii there is an expectation of mutually agreed outcomes between supervisors and employees in addressing resource requirements associated with emergencies and peak workload periods.

WORKING SMARTER

- 3.2 The professionalism and dedication of DFAT employees have contributed greatly to the Department's achievements and standing. In the context of expanding work demands, however, this has led too frequently to staff at all levels working excessively long hours. The parties agree on the need to curb this tendency through fostering an approach which has the following goals
- i managing time and workloads so that all colleagues can operate at a sustainable pace with maximum effectiveness while allowing for "surge capacity" when necessary
 - ii reinforcing the model of a successful DFAT employee as one who is highly productive, organises his/her own time and that of subordinates cleverly and strategically, demonstrates good

judgement and discriminates in setting work priorities, and maintains a sense of balance between work and private life

- iii nurturing a collective capacity to look ahead and deal pre-emptively with emerging problems which could be caused by unsustainable workloads, dysfunctional organisational arrangements, unprofessional personal behaviour or poor management and leadership.
- 3.3 Consistent with this approach, the Department will recognise and reward employees who are well-organised in managing workloads effectively within reasonable hours.
- 3.4 The role of the Senior Executive in providing guidance on overall mechanisms designed to encourage smarter Departmental work practices is acknowledged. The focus will be on fostering a working environment which encourages efficiency and is professionally rewarding for staff in order to achieve the aim and goals set out in the Department's Corporate Plan.
- 3.5 Supervisors have a responsibility to minimise the extent to which employees are required to work excessive hours. Performance in this respect will be monitored in the context of upwards appraisal of supervisors by employees. Strategies available to supervisors and employees to reduce the need to work excessive hours should be developed with staff on a consultative basis. They should include reviews of priorities and work practices and methodologies; discrimination between work of the highest priority and that of a lesser priority; inclusion of time management and related training in mandatory middle and senior management courses; and the ability of staff to access time off in lieu and utilise flex leave as appropriate in compensation for unavoidable periods in which long hours have had to be worked.
- 3.6 In extraordinary circumstances where employees have worked for sustained periods under pressure, the Secretary shall have the discretion to make appropriate one-off, non-superannuable payments to employees in addition to those specified elsewhere in this Agreement.

PERMANENT PART-TIME WORK

- 3.7 The Department will provide opportunities for employees to work on a permanent part-time basis where this can be developed on mutually acceptable terms. Accordingly, supervisors will provide such opportunities for employees, where possible, including job-sharing. Remuneration and other benefits will be calculated on a pro rata basis,

apart from those allowances of a reimbursable nature, in which case part-time employees will receive the full level of reimbursement.

- 3.8 Supervisors will consider proposals for home-based work, taking into account operational needs and security considerations.

HRM Ref Vol 1 Chapter 14
Permanent Part-Time Work

CHILDCARE

- 3.9 The continued provision within the R.G.Casey Building of the Currawong Childcare Centre demonstrates the Department's commitment to assisting employees to balance professional and personal responsibilities. In order to provide quality, affordable childcare, the Department will work with the operator of the Centre to ensure that fees will be maintained at market rates. In addition, the Department confirms its policy of offering salary packaging of childcare fees for its employees with children in care at the Currawong Childcare Centre.
- 3.10 Employees with sick dependants normally will be expected to access PCL to care for those dependants or, where feasible, work from home. In exceptional circumstances where a dependant is sick but the employee has pressing work requirements, the Department may reimburse that employee for the costs of commercially provided emergency care for that dependant with an amount corresponding to the standard rates charged by local reputable providers. An employee normally will be able to draw on this entitlement for up to a maximum of five days per year. Employees should obtain prior approval for emergency child care from their Division Head or HOM/HOP (or other SES employee at a post).

HRM Ref Vol 1 Chapter 12
Workplace Diversity

HOURS OF WORK

- 3.11 All employees must reach agreement with their supervisors on their patterns of attendance at work based on the operational needs of the Department and client service requirements, and bearing in mind employees' personal responsibilities.
- 3.12 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 148 hours and 20 minutes over a four week period, unless stated otherwise in this Agreement. This reflects an average 7 hours 25 minutes of work each day compared with 7 hours 21 minutes each day under the DFAT Certified Agreement 1998-2000. To compensate for the extra four minutes worked each day, staff will receive an additional two days recreation leave each year
- ii to the greatest extent possible, areas of the Department will be adequately staffed to meet operational requirements during what are commonly regarded as normal working hours
- iii employees will normally not be required to work more than ten hours in any one day
- iv an employee will not be required to work for more than five consecutive hours without at least a 30 minute break
- v supervisors will ensure that employees maintain appropriate records of attendance.

HRM Ref Vol 1 Chapter 8
Hours of Work in Australia

FLEX-TIME

- 3.13 Flex-time is a system of flexible working hours which enables employees and supervisors to vary work attendance to meet peak workloads, enhance organisational flexibility and facilitate the personal commitments of employees. In addition, the existing DFAT flex-time arrangements have provided an efficient and transparent method of recording employees' attendance. For these reasons, with the exception of shift workers, flex-time may be used by APS 1-6 staff, and by Executive Level 1 and 2 staff with supervisors' agreement, to record attendance. Flex credits need to be managed to ensure they do not mask an underlying imbalance between workloads and staffing structures.
- 3.14 The standard working hours bandwidth is between the hours of 7.00 am and 7.00 pm, Monday to Friday. The maximum flex-time credit is 40 hours and maximum debit is 15 hours. Any flex-debit can only be accrued with the written agreement of a supervisor. Employees are responsible for bringing to the attention of supervisors flex-time credits of 30 hours or more and are to agree to arrangements to reduce the credit by at least 10 hours within the ensuing settlement period. Carryover of

credits of more than 40 hours requires endorsement by a relevant SES manager. In managing flex-time arrangements, the following will apply

- i employees who, at the commencement of this Agreement, have a flex-time credit that exceeds the maximum of 40 hours, should develop a strategy, in consultation with their manager, to reduce the credit to below this limit within three months. Where the relevant SES manager certifies this has not been possible those hours above the maximum may be cashed out on a one-off basis at ordinary time rates, up to a maximum of 20 hours
- ii for leave of less than one full working day taken for any purpose supervisors should encourage employees to have such leave deducted from flex-time leave credits where the employee participates in this arrangement
- iii employees who do not wish to participate in the flexible working arrangements detailed above may opt to work standard hours of 8.30am to 12.30pm and 1.30pm to 4.55pm, Monday to Friday. Flexible working hours will not be available in circumstances where a supervisor reasonably considers the employee's attendance unsatisfactory. In such cases, a manager may require an employee to work the standard hours specified above until alternative arrangements can be made.

TIME OFF IN LIEU (TOIL)

- 3.15 Where formal flex-time arrangements are not utilised, supervisors and employees are to consult in planning access by employees to compensatory time off for excess hours worked that are not subject to excess duty allowance. Any such absences should be recorded for workers' compensation purposes. TOIL can also be utilised where excess duty is worked, calculated at the applicable rate. All DFAT staff are eligible to access TOIL.

EXCESS DUTY

- 3.16 The parties recognise that employees are, on occasion, required to work long hours beyond those normally regarded as 'standard hours' in order to meet operational requirements. The parties agree on the need for an equitable and transparent means of compensating APS1-6 employees for excess duty in a manner which is administratively simple and relatively free of processing. Employees at the Executive 1 and 2 levels are not eligible for excess duty payments and are expected to access TOIL as compensation for excess hours worked. In exceptional circumstances,

the Secretary may approve excess duty payments for Executive Level 1 and 2 employees. In the case of DFAT's technical staff, the delegated authority for approving such payments will be the Assistant Secretary, Information Management Branch and the Assistant Secretary, Diplomatic Security and Property Branch.

- 3.17 Excess duty must be 'commissioned' by supervisors and cannot be self-initiated. Excess duty normally will be defined as work commissioned by supervisors to be undertaken outside the hours of 7.00 am and 7.00 pm Monday to Friday, or for work in excess of nine hours during these days provided, for employees in Australia, they have maximum flex-time credits, and for all work on Saturdays, Sundays and public holidays. In such circumstances employees will receive an excess duty allowance at rates set out in 3.22 below.
- 3.18 Employees at the APS 1-6 level received an increase in base salary of 2.5% from 1 July 1998 in recognition of hours worked in addition to standard hours but less than ten hours or within the 7.00 am to 7.00 pm bandwidth.
- 3.19 Excess duty allowance also will be paid for reasonable travelling time to and from work, where that travel takes place outside 7.00 am to 7.00 pm Monday to Friday or on weekends or public holidays or when excess duty is being performed after nine hours on any one day and is contiguous with approved excess duty.
- 3.20 Where an employee, having departed the office building after completing a day's work (defined as at least 7 hours 25 minutes), is recalled to work to handle an urgent matter, or is required to come to work on a weekend or public holiday, a minimum period of one hour, as well as travelling time, will be paid at the appropriate excess duty rate, including within the 7.00am to 7.00pm bandwidth.
- 3.21 All employees commissioned to work excess duty have the option to take the excess duty allowance as TOIL, calculated at the applicable rate.
- 3.22 The rates for excess duty are: Monday to Saturday - time and one quarter and Sunday - time and one half. Where excess duty is performed on a public holiday the rate is double time. Emergency duty will be paid at the same rates as other excess overtime according to when it was worked plus reasonable travel time.
- 3.23 Staff who work in excess of 100 hours of excess duty in one financial year will be entitled to be paid for periods in excess of that 100 hours at 30 June 1998 rates.

- 3.24 Where employees request to work outside 7.00am - 7.00pm they may do so with the agreement of their manager. Any hours worked as a result of such an agreement on this basis will be regarded as ordinary hours and will not attract any additional payments.

*HRM Ref Vol 1 Chapter 8
Hours of Work in Australia*

PASSPORT OFFICES

- 3.25 Demonstrable productivity increases in the Passport Offices will be rewarded through a system developed by supervisors in consultation with employees. A productivity fund of \$200,000 will be available each year to provide for bonus payments to individual employees working in Passport Offices. The maximum individual bonus will be \$1500 in any 12 month period.
- 3.26 Bonuses paid under the reward system will be paid annually as a lump sum and taxed at source. They will not be treated as salary for superannuation purposes.
- 3.27 Where a passport office is meeting production benchmarks as established by First Assistant Secretary Consular and Passports Division (CPD) in consultation with staff but increased demand for passports and other unforeseen circumstances means that agreed turn-around times are being exceeded, First Assistant Secretary CPD may approve special excess duty payments. In such circumstances, the amount paid may include reasonable travelling time to and from duty.
- 3.28 Employees called out after-hours to attend requests for urgent passport issues, may be paid emergency excess duty at the rates specified in clause 3.22 - 3.23 plus reasonable travelling time.
- 3.29 The approach taken to filling ongoing vacancies in Passport Offices is contained in Paragraph 2.30(vi).

*HRM Ref Vol 1 Chapter 8
Hours of Work in Australia*

CONSULAR SERVICES

- 3.30 The 24 Hour Consular Operations Centre contributes significantly to the Department's capacity to deliver consular services efficiently, compassionately and in keeping with the expectations of the Government and the travelling public. Employees working shifts in the consular area will be eligible to be paid a fortnightly allowance on the basis of the principles as described in 3.32 to 3.35.

- 3.31 It is recognised that employees providing consular services to the Australian public often operate under difficult and stressful circumstances. Therefore, where the need arises, supervisors will, within existing budgetary resources, arrange to provide stress counselling and other relevant professional training to employees providing consular services in Australia and overseas.

SHIFTWORK

- 3.32 The parties recognise the important contribution made by employees required to work on specified shifts to the operational efficiency of the Department. At the same time, the parties agree that compensation for these employees must be provided in as administratively simple a way as possible. The parties 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 taxable annual allowances ('shift allowances'), calculated as a set percentage of salary and paid fortnightly
 - ii in any review of these 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
 - iii agreement to participate in the shift system will confirm each employee's willingness to work shifts on an equitably shared basis with colleagues, in return for receiving the shift allowance
 - iv supervisors may, in a manner which is procedurally fair, 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 recreation leave
 - v annualised shift allowances will be calculated using the formula contained in the Human Resource Manual. Shift roster changes, which reflect changing Departmental needs, will be implemented in consultation with staff.
- 3.33 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 as necessary to reflect changing Departmental needs in consultation with staff.

- 3.34 Excess duty at 1 July 1997 rates will continue to be available to Administrative Officers (Security) shiftworkers to meet operational needs. Funds for this purpose will be administered separately. Such employees did not receive the general salary increase of 2.5 per cent which APS levels 1 - 6 employees received in lieu of excess duty in January 1998.
- 3.35 As shiftworkers are unable to access the flex-time provisions of the Certified Agreement, payment for excess duty will be made for work in excess of rostered hours where this is specifically directed by the supervisor
- i payment for excess duty will be separate from the shift allowance and will be made at the following rates
- Monday to Saturday: time and a quarter
 - Sundays: time and a half
 - Public Holidays: double time.

HRM Ref Vol 1 Chapter 13
Shiftwork

TECHNICAL STAFF

- 3.36 Specific arrangements for technical employees, including with respect to short-term missions overseas, have been developed in consultation with staff. These may be amended from time to time in consultation with staff to meet changing operational requirements. The Department recognises the important contribution technical staff make to its effective operation 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 time off in lieu, flex-time and, where appropriate, payment of excess duty allowance. Those technical staff on long-term shiftwork in Canberra will receive the appropriate shift allowance on the basis of the principles described in paragraphs 3.32 - 3.35.
- 3.37 Specific arrangements for technical employees, including with respect to short-term missions overseas, have been developed in consultation with staff. These are detailed in the Human Resource Manual, and may be

amended from time to time in consultation with staff to meet changing operational requirements.

ADMINISTRATIVE STAFF (SECURITY)

- 3.38 Administrative Staff (Security) are covered by the arrangements for shiftworkers detailed in paragraphs 3.32 - 3.35 above. Specific arrangements for Administrative Staff (Security), including with respect to long term postings, have been developed in consultation with relevant staff. They are detailed in the Human Resource Manual. These arrangements may be amended from time to time in consultation with staff to meet changing operational requirements.

GLOBAL SUPPORT COMMUNICATIONS CENTRE STAFF

- 3.39 Those employees in the Global Support Communications Centre undertaking regular shiftwork are covered by the arrangements for shiftworkers detailed in paragraphs 3.32 - 3.35 above. Specific arrangements for Global Support Communications Centre staff have been developed in consultation with relevant staff, and are detailed in the Human Resource Manual. These arrangements may be amended from time to time in consultation with staff to meet changing operational requirements.

EMPLOYEES PERFORMING CLASSIFIED COURIER SERVICES

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

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LEAVE AND ALLOWANCES

INTRODUCTION

- 4.1 In recognition of the long hours worked by staff and in the context of 'Working Smarter' staff will receive new leave provisions under this Agreement. These comprise two additional days recreation leave as compensation for extending the standard working day from 7 hours 21 minutes to 7 hours 25 minutes. Employees in Australia as well as at posts will receive a guaranteed thirteen days public holidays.

PUBLIC HOLIDAYS

- 4.2 The public holidays to be observed in Canberra will be determined by the delegated authority within CMD in consultation with the WRC. They will generally include the following: New Year's Day (or substitute); Australia Day (or substitute); Canberra Day; Good Friday and the following Monday; Anzac Day (or substitute); the relevant Queen's Birthday observance day; the relevant Labour Day or equivalent; Christmas Day (or substitute); Boxing Day (or substitute); and the APS Christmas leave day. Outside Canberra, the timing of these public holidays will continue to be set by State Offices and posts, after giving consideration to operational requirements and relevant local factors. The number of public holidays to be observed at any location in any single year will be thirteen days.

*HRM Ref Vol 1 Chapter 11
Leave and Public Holidays*

RECREATION LEAVE

- 4.3 Employees will be credited with 21 days recreation leave on 1 January 2001 and 22 days recreation leave on 1 January each year thereafter as a result of the extension of the working day to 7 hours, 25 minutes. Pro rata adjustments will be made for part-time employees and for periods of leave without pay not to count as service. Adjustments also will be made to existing leave credits so as to ensure no loss of benefits as a result of the extension of the working day. Credits will be paid out on termination of employment, including any pro rata amounts accumulated since the last annual credit, less adjustments as appropriate for periods not to count as service. The maximum carryover of recreation leave credits on 1 January each year will be the amount of recreation leave credited to each individual employee during the preceding two years.

- 4.4 Employees with recreation leave credits which exceed the maximum carryover will develop arrangements in conjunction with their supervisor to reduce within six months (ie by 30 June) their credit to comply with the maximum carryover stipulated above.
- 4.5 An employee who has completed at least three months' service in a calendar year and who does not have any current annual leave credit may, with the agreement of his or her supervisor, be advanced up to five days of their next annual credit. That next annual credit will be reduced by the amount of the annual leave advanced.

HRM Ref Vol 1 Chapter 11
Leave and Public Holidays

PAYMENT ON DEATH

- 4.6 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 the amount to which the former employee would have been entitled had the employee ceased employment otherwise than by death. Payment may be made to the partner or dependants of the former employee, or to the former employee's legal personal representative. Any such payment may be reduced by the amount of any monies owed to the Department by the former employee.

PERSONAL/CARER'S LEAVE (PCL)

- 4.7 Ongoing employees will accrue 20 days PCL on the date of appointment and a further 20 days credit on completion of each 12 months of service. Unused credits of up to 20 days PCL may be accumulated annually. Any leave without pay not to count as service in a PCL accrual year in excess of 30 calendar days will defer the accrual date by an equivalent number of days. Accumulated credits will be maintained, with existing half pay credits able to be converted to full pay sick leave credits.
- 4.8 Non-ongoing employees will accrue seven days full pay PCL after 44 working days, and one day for each completed 22 working days thereafter up to a maximum of 10 days leave. After 12 months continuous service, non-ongoing employees will be credited with 40 days PCL less any leave credited in the previous 12 months. Unused credits of up to 20 days PCL may be accumulated annually. Accumulated credits will be maintained. Certificates from recognised medical practitioners for personal illness are to be produced for absences exceeding three consecutive days, and/or for absences in excess of five days within an accrual year.

- 4.9 Employees may use PCL for short-term emergencies to care for a family member as defined in the Human Resource Manual or a person in a bona fide domestic relationship with the employee. Certificates from recognised medical practitioners, for personal illness, and appropriate certificates and/or statutory declarations detailing the reason for leave for carer's leave, are to be produced for absences exceeding three consecutive days, and/or for absences in excess of five days within an accrual year.
- 4.10 Up to three days paid bereavement leave may be granted to an employee for each occasion of the death of a family member as defined in the Human Resource Manual or a person in a bona fide domestic relationship with the employee, subject to available full pay PCL credits. Unpaid bereavement leave will count as service for all purposes.

*HRM Ref Vol 1 Chapter 11
Leave and Public Holidays*

STUDY LEAVE

- 4.11 The Department is committed to providing employees with the opportunity to pursue further study, provided it is relevant to the Department's corporate objectives and provides tangible benefits to the Department. 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 effective work-related performance of the approved student
 - iii the skill needs of the Department
 - iv the career and personal development needs of the approved student
 - v the number of working hours required in the case of an application for part-time study.

*HRM Ref Vol 1 Chapter 6
Human Resource Development*

MATERNITY LEAVE

- 4.12 The Department will comply with the *Maternity Leave (Commonwealth Employees) Act 1973*. Equivalent provisions to the maternity leave provisions in the *Maternity Leave (Commonwealth Employees) Act 1973*

will apply in circumstances where an employee has adopted a child and has a primary carer role for that child.

- 4.13 Where an employee is eligible for paid maternity leave, and wishes to take a consecutive period of unpaid maternity leave, that employee may elect in advance to spread the payment for the period of mandatory absence over a period of 24 weeks at half normal salary. The additional leave beyond the mandatory 12 weeks will not count as service for any purpose.

*HRM Ref Vol 1 Chapter 11
Leave and Public Holidays*

PARENTAL LEAVE

- 4.14 Employees will be granted Parental Leave in accordance with the provisions in the *Workplace Relations Act 1996* except that the period after the birth of the child during which employees can access parental leave up to 40 weeks without pay is extended to 66 weeks. This leave may be granted over separate periods. Employees are entitled to leave of absence without pay for a maximum of 40 weeks for the purpose of enabling the employee to care for a child. The leave is to be taken during a period of 66 weeks from the date of birth of the child, or in the case of an adopted child, from the date on which the employee assumes responsibility for the child. In aggregate, the maximum period of leave without pay for both maternity and parental leave will not exceed 66 weeks.

*HRM Ref Vol 1 Chapter 11
Leave and Public Holidays*

LONG SERVICE LEAVE

- 4.15 The entitlement in the *Long Service Leave (Commonwealth Employees) Act 1976* is three months on full pay (or six months on half pay) to employees after ten years of qualifying service with a rate of accrual of 3/10 month full pay per year of service. Eligible employees may access long service leave for a minimum period of seven calendar days at any one time, except where leave is taken in conjunction with maternity leave. The Department will ensure the effective application of these provisions, including in the exercise of agency discretions.

*HRM Ref Vol 1 Chapter 11
Leave and Public Holidays*

OTHER LEAVE WITH OR WITHOUT PAY

- 4.16 In addition to recreation leave and PCL, supervisors may approve other paid leave with the exception of both long service leave and maternity leave. Unpaid leave must be approved by the Assistant Secretary, Staffing Branch or his/her delegate. An indicative list of types of leave in the interests of the Commonwealth, which are subject to the delegate's discretion, is included at Annex 4.
- 4.17 Ceremonial leave may be granted to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes.

*HRM Ref Vol 1 Chapter 11
Leave and Public Holidays*

PURCHASED LEAVE

- 4.18 The Purchased Leave scheme allows employees to access up to four weeks additional leave per year with salary payments averaged over the whole year to ensure that a standard rate is received each fortnight. Purchased Leave will not affect entitlements for 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 succeeding year. Elections cannot be varied except in exceptional circumstances.

*HRM Ref Vol 1 Chapter 11
Leave and Public Holidays*

LANGUAGE PROFICIENCY ALLOWANCE

- 4.19 The Department places a high priority on developing and maintaining the expertise of our staff in the languages of our key trading and strategic partners. To that end, a comprehensive review of language training and skills retention will seek to better align the Department's language policies and programs with Australia's foreign policy and trade objectives, and recommend ways to promote the long-term retention by DFAT staff of proficiency in priority languages
- 4.20 Language Proficiency Allowance will be paid as a fortnightly taxable allowance at a rate commensurate with the level achieved in an officially recognised language test. This rate may be amended from time to time in consultation with staff.

*HRM Ref Vol 1 Chapter 9
Allowances*

FIRST AID ALLOWANCE

- 4.21 Where an employee possesses a current recognised first aid certificate and continuing ability to undertake first aid responsibilities the employee will be paid a taxable fortnightly First Aid Allowance as set out in the Human Resource Manual but not less than \$16.00 or \$19.00 depending on the level of qualification. Staff are encouraged to attain first aid qualifications, in recognition of the significant health and safety benefits to be derived from the presence of appropriately qualified persons in the workplace, including at overseas posts.

HIGHER DUTIES ALLOWANCE

- 4.22 Where an employee is selected for temporary assignment to work in a higher 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 broadband or SES band nominated by the relevant program manager. In setting the pay point, the program manager should give consideration to whether partial performance of the duties of the higher position is involved. Employees acting as Chargé a.i. at an overseas post for 21 days or longer will be paid at a salary point nominated by the delegate. Where any work is performed at a higher work level it will be taken into account in the employee's annual performance appraisal.

HRM Ref Vol 1 Chapter 9
Allowances

OUT OF HOURS PARLIAMENTARY, MEDIA, PROTOCOL AND CONSULAR DUTIES ALLOWANCE

- 4.23 In recognition of the regular out-of-hours duty worked by employees in the parliamentary, media, protocol and consular areas of the Department, an out-of-hours parliamentary, media, protocol and consular duties allowance will be payable to eligible employees. Rates will be determined by the First Assistant Secretary, Public Diplomacy Division for employees in the parliamentary, media and protocol areas, and by the First Assistant Secretary, Consular and Passports Division for employees in consular roles. These rates will not fall below those paid under the DFAT Certified Agreement 1998-2000.
- 4.24 Employees undertaking media-related work who, by arrangement with their supervisor, regularly use their own equipment (eg VCRs, VDUs,

cameras, personal computer) for official purposes, will be reimbursed reasonable costs of consumables and maintenance. So far as is practicable, the Department will also provide adequate accommodation for the employee's equipment.

HRM Ref Vol 1 Chapter 9
Allowances

RESTRICTION ALLOWANCE

- 4.25 A Restriction Allowance will be payable to eligible employees who normally are required to be 'on call' (ie. available to perform duty) outside regular business hours for continuous periods of five working days or more. The allowance may be payable for shorter periods during the Christmas-New Year and Easter breaks and in some limited circumstances as approved by First Assistant Secretary CMD. Eligible employees are those in the range of APS levels 1 to 6, plus any others specifically designated by program managers to perform out of hours restriction duty.
- 4.26 Rates will be reviewed as required, but will not fall below \$35 per day for Broadband One staff, \$40 per day for Broadband Two staff and \$45 per day for Broadband Three and Broadband Four staff. There will be no deduction from this allowance if excess duty is worked.

HRM Ref Vol 1 Chapter 9
Allowances

MOTOR VEHICLE ALLOWANCE

- 4.27 Where a supervisor authorises an employee to use a private motor vehicle for official purposes, the employee will receive a Motor Vehicle Allowance. That allowance will be reviewed as required, by the Secretary or delegate, but will not fall below 55 cents per kilometre during the lifetime of this Agreement.

HRM Ref Vol 1 Chapter 9
Allowances

RELOCATION EXPENSES

- 4.28 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 Human Resource Manual.

HRM Ref Vol 1 Chapter 9
Allowances

REMOTE LOCALITIES ASSISTANCE

- 4.29 Employees currently in Darwin or on Thursday Island and employees transferring to these localities during the term of this Agreement will receive remote localities conditions.

HRM Ref Vol 1 Chapter 9
Allowances

UNAUTHORISED LEAVE

- 4.30 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 defined in clause 3.12.

REMUNERATION

PRODUCTIVITY PAYMENTS

- 5.1 The Agreement is an important reform package providing productivity and efficiency improvements with benefits to DFAT employees and their families and to DFAT's clients and the community in general. In recognition of the productivities and efficiencies in the Agreement, all employees, both SES and non-SES, will receive
- i a four and one half percent increase to base salary from the first pay day after the Agreement comes into force
 - ii a three and one half percent increase to base salary from the first pay day after 1 July 2001
 - iii a four and one half percent increase to base salary from the first pay day after 1 July 2002.
- 5.2 [Deleted]
- 5.3 Some adjustments have been made to paypoints in Broadband Three and the following arrangements will apply to affected employees
- i employees who were on the second paypoint (\$46,747) on 30 June 2000 will move to the new second paypoint (\$47,000) when this Agreement comes into force
 - ii employees who were on the third paypoint (\$49,097) on 30 June 2000 will move to the new third paypoint (\$50,998) when this Agreement comes into force and
 - iii employees who were on the top paypoint (\$59,891) on 30 June 2000 will move to the new top paypoint (\$62,000) when this Agreement comes into force
 - iv the pay rise will be based on the new paypoints, and any performance appraisal outcomes also will be based on these new paypoints.

PAYMENT OF SALARY

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

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

- 5.5 Annual salary rates are included in Annex 1.

Setting Starting Salary

- 5.6 Employees who commence duty with the Department following certification of this Agreement will be placed on the minimum salary point within the relevant classification unless the Secretary determines otherwise.

Correcting Starting Salary

- 5.7 Where, at the time of appointment, 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

- 5.8 Where an employee agrees, in writing, to temporarily perform work at a lower work value level, 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

- 5.9 Employees will have their salaries 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.

Salary Packaging

- 5.10 Salary packaging is available to employees at all levels, subject to relevant legislation. The Department will maintain guidelines to assist employees in accessing such opportunities.

- 5.11 Any fringe benefit tax and administrative costs incurred as a result of the employee's remuneration packaging arrangements will be met by the employee. Where employees take up the option of remuneration packaging on a "salary sacrifice" basis, the employee's salary for purposes of superannuation, severance and termination payments (and other purposes) will be determined as if the salary sacrifice arrangement had not been entered into.

Juniors

- 5.12 Employees who are younger than 21 years of age who are employed in the Department will be paid an annual salary calculated, to the nearest dollar, by applying the percentages specified below, to the minimum annual salary to the relevant classification:
- Under 18 years - 60%
 - At 18 years - 70%
 - At 19 years - 81%
 - At 20 years - 91%

HRM Ref Vol 1 Chapter 7
Remuneration

OVERSEAS CONDITIONS OF SERVICE

- 5.13 Employees serving overseas will benefit from an overseas conditions package which will include: systems of overseas living allowance with provision for at least annual review and adjustment; difficult post conditions and allowances with a review for each post being conducted at not less than 3-yearly intervals; education, health care, accommodation and reunion fares; and three days for packing and unpacking household effects both prior to and on return from a posting.
- 5.14 All changes proposed to overseas conditions, apart from routine adjustments, will be referred to the sub-committee on Overseas Conditions of Service, the membership of which will comprise individuals who collectively are broadly representative of the staff of the Department. It will operate as a sub-committee of the Workplace Relations Committee, to which it will refer major proposals and developments affecting overseas conditions.

- 5.15 Simplification and streamlining of overseas conditions of service will continue with a view to maximising efficiencies in the delivery of those conditions, including the cashing out of conditions of service where appropriate and after consultation with staff. The parties agree to work within the broad goal that there will be no overall reduction in the balance of benefits to employees serving overseas.

HRM Ref Vol 2
Overseas Conditions of Service

SHORT-TERM DOMESTIC AND OVERSEAS MISSIONS

- 5.16 The standard for official air travel in Australia is economy class for non-SES employees and business class for SES employees. The class of travel for all employees undertaking international air travel, including associated domestic sectors is business class. Where business class is not available, the class of international travel for all non-SES employees is economy class, however program managers have the discretion to agree to a higher class of travel in exceptional circumstances, for example where the relevant economy class is considered not to meet an appropriate standard.
- 5.17 Where employees are required to stay overnight on official business, they will receive travel allowance up to limits set by the Department. No allowance will be paid for official travel of less than one full day, unless an overnight stay is involved.
- 5.18 Other issues relating to official travel in Australia and overseas including access to rest days, insurance reimbursements, childcare reimbursements, possible use of recreation 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 employees and drawing as appropriate on information contained in the Human Resource Manual. In the event of disagreement, the provisions that apply will be the same as those which prevailed prior to the entering into force of this Agreement and of the DFAT Certified Agreement 1998-2000.
- 5.19 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.

- 5.20 We recognise the opportunities for skills development and gaining valuable overseas experience through employees 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.
- 5.21 Volume 2 of the Human Resources Manual provides authority to the Secretary to approve applications from employees to be accompanied by their spouses at official expense on short-term missions overseas subject to specified criteria. For non-SES employees, eligibility will be established on the basis of 40 weeks aggregate periods of approved overseas travel on short-term missions.

HRM Ref Vol 2
Overseas Conditions of Service

HRM Ref Vol 3
SES Employees and HOM/HOPs

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Annex 1

STAFFING STRUCTURES AND PAY POINTS

	Current APS Structure	DFAT Broadband Structure	
	SES Band 3	SES Band <i>work level standard</i>	
	SES Band 2	<i>Promotion</i> SES Band <i>work level standard</i>	
	SES Band 1	<i>Promotion</i> SES Band <i>work level standard</i>	
	Executive Level 2	<i>Promotion</i> Broadband 4 <i>work level standard</i>	
Transitional APS 5-6 Band <i>(ref para 2.12)</i> <i>Reintegration into Broadband 3</i>	Executive Level 1	<i>Promotion</i> <i>work level standard</i>	
	APS Level 6	Broadband 3 <i>work level standard</i>	
	APS Level 5	<i>Promotion</i> <i>work level standard</i>	GT Training Band
	APS Level 4	Broadband 2 <i>work level standard</i>	<i>Reintegration into Broadband 2</i> <i>work level standard / recruitment</i>
	APS Level 3	<i>Promotion</i> <i>work level standard</i>	<i>recruitment</i>
	APS Level 2	Broadband 1 <i>work level standard</i>	
	APS Level 1	<i>work level standard</i>	

Broadband 1, APS Levels 1-3

		Pay point on 30 June 2000	Pay point as of first pay day after 1 July 2000	Pay point as of first pay day after 1 July 2001	Pay point as of first pay day after 1 July 2002
APS Level 1	1	25652	26806	27745	28994
	2	27231	28456	29452	30777
APS Level 2	3	29030	30336	31398	32811
	4	30613	31991	33110	34600
	5	32193	33642	34819	36386
APS Level 3	6	33925	35452	36692	38343
	7	35688	37294	38599	40336

Broadband 2, APS Levels 4-5

		Pay point on 30 June 2000	Pay point as of first pay day after 1 July 2000	Pay point as of first pay day after 1 July 2001	Pay point as of first pay day after 1 July 2002
APS Level 4	1	38025	39736	41127	42978
	2	40014	41815	43278	45226
APS Level 5	3	41105	42955	44458	46459
	4	42393	44301	45851	47914
	5	43587	45548	47143	49264

Public Affairs Officers (Broadband 2)

	Pay point on 30 June 2000	Pay point as of first pay day after 1 July 2000	Pay point as of first pay day after 1 July 2001	Pay point as of first pay day after 1 July 2002
PAO1	41105	42955	44458	46459
	42393	44301	45851	47914
	43587	45548	47143	49264
	45501	47549	49213	51428

Broadband 3, APS6- Executive Level 1

		New Pay points created on 1 July 2000	Pay point as of first pay day after 1 July 2000	Pay point as of first pay day after 1 July 2001	Pay point as of first pay day after 1 July 2002
APS Level 6	1	45501	47549	49213	51428
	2	47000	49115	50834	53122
	3	50998	53293	55158	57640
Executive Level 1	4	55460	57956	59984	62683
	5	59891	62586	64777	67692
	6	62000	64790	67058	70076

Public Affairs Officers (Broadband 3)

	Pay point on 30 June 2000	Pay point as of first pay day after 1 July 2000	Pay point as of first pay day after 1 July 2001	Pay point as of first pay day after 1 July 2002
PAO2	47000	49915	50834	53122
	50998	53293	55158	57640
	55460	57956	59984	62683
PAO3	59891	62586	64777	67692
	63186	66029	68340	71415
	67461	70497	72964	76247

Broadband 4, Executive Level 2

		Pay point on 30 June 2000	Pay point as of first pay day after 1 July 2000	Pay point as of first pay day after 1 July 2001	Pay point as of first pay day after 1 July 2002
Executive Level 2	1	63941	66818	69157	72269
	2	67461	70497	72964	76247
	3	72506	75769	78421	81950
	4	74933	78305	81046	84693

Senior Public Affairs Officers (Broadband 4)

	Pay point on 30 June 2000	Pay point as of first pay day after 1 July 2000	Pay point as of first pay day after 1 July 2001	Pay point as of first pay day after 1 July 2002
SPA01	72506	75769	78421	81950
SPA02	76211	79640	82428	86137

SES

	Pay point on 30 June 2000	Pay point as of first pay day after 1 July 2000	Pay point as of first pay day after 1 July 2001	Pay point as of first pay day after 1 July 2002
Band 1	79633	83216	86129	90005
	88805	92801	96049	100371
Band 2	100017	104518	108176	113044
	108998	113903	117890	123195
Band 3	121731	127209	131661	137586
	131441	137356	142163	148560

Graduate Trainees

	Pay point on 30 June 2000	Pay point as of first pay day after 1 July 2000	Pay point as of first pay day after 1 July 2001
Graduates recruited in 1999	APS3, pay point 2	APS4, pay point 1	Integrated into broadbanding system as of February 2001
Graduates recruited in 2000	APS2, pay point 1,2 or 3 (depending on qualifications)	APS3, pay point 1 (from 7 July 2000)	APS4, pay point 1 (12 months after commencement)
Graduates recruited after 2000	N/A	N/A	At discretion of Secretary but no lower than APS3, pay point 1

Medical Officers

	Pay point on 30 June 2000	Pay point as of first pay day after 1 July 2000	Pay point as of first pay day after 1 July 2001	Pay point as of first pay day after 1 July 2002
Medical Officer 2	75373	78765	81522	85190
Medical Officer 3	79950	83548	86472	90363
	82489	86201	89218	93233
Medical Officer 4	87196	91120	94309	98553
	90597	94674	97987	102396
	94583	98839	102299	106902

MANAGING UNDER-PERFORMANCE

1. Where under-performance occurs it must be addressed quickly and with procedural fairness. It is the supervisor's responsibility to provide regular feedback on performance and to develop strategies to address unsatisfactory performance. Initially under-performance should be addressed in feedback between the supervisor and the employee. Where under-performance might be related to matters outside the supervisor's expertise, assistance should be sought from the appropriate area of CMD or from the Staff Counsellor. They may recommend that the employee be transferred to another work area and/or receive some form of intensive training or other professional assistance to improve their performance. If performance continues to fall below agreed standards and the employee is rated 'unsatisfactory' at the completion of a performance appraisal cycle, then the following process should be followed
 - i Staff Development Branch will advise both the employee and his/her supervisor that the employee has not met the required standard of work, and that a review period of three months will follow. That advice will outline the requirements of that review period, and instruct the employee and his/her supervisor to develop a written agreement for that three month period indicating how performance needs to improve to reach a satisfactory level. A copy of the Agreement will be provided to the program manager and Assistant Secretary, Staff Development Branch
 - ii during that three month period the supervisor will review the employee's performance fortnightly, preparing written performance reports on the employee's performance. 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 period
 - iii at the end of the three-month period the supervisor will forward to the Assistant Secretary, Staff Development Branch, through the program manager, an assessment of whether the employee has met the agreed performance requirements and is now performing at a satisfactory level. That report will include the progress reports and any comments by the employee

- iv if the Assistant Secretary, Staff Development Branch and another substantive SES employee not in the employee's division, office or post agree the employee has met the standard no further action will be taken
- v if the employee has not met the required standard, the Assistant Secretary, Staff Development Branch, will write to the employee asking that he/she show cause within 14 days as to why his/her employment should not be terminated.
- vi the Assistant Secretary, Staff Development Branch, will then decide whether to
 - recommend to the Secretary or delegate that the employment will be terminated or
 - take some other action, including transfer or reduction in salary
 - 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 8 level APS classification structure
 - if the employee is reduced in salary without consent, the employee may lodge an appeal with the Secretary within 14 days of the notice of reduction on the ground that there was a serious defect in the application of the above procedure
 - the appeal will be finalised within four weeks from the date of lodgement
 - if the appeal is successful, the notice of reduction will be revoked without detriment to the employee
- vii upon receipt of a recommendation from the Assistant Secretary, Staff Development Branch, that employment be terminated, the Secretary may issue a notice of intention to retire the employee. The employee will have 14 days to show cause why this action should not be taken
 - at the end of 14 days, the Secretary, having considered any representation made by the employee, may issue a notice of retirement of the employee

- viii an employee who has received a notice of retirement from the Secretary in accordance with paragraph (vii) will have his or her employment terminated in accordance with that notice
 - ix an employee whose employment is to be terminated by the Secretary is entitled to receive notice of that termination or payment in lieu, being four weeks (or five weeks if the employee is aged 45 or older).
2. An employee may be accompanied by a person of their choice, to provide support, at any stage of the procedure outlined above.
 3. 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, retirement and redundancy provisions specified in this Agreement.
 4. Under the terms of the *Public Service Act 1999*, an employee is entitled to seek a review of any action that relates to his or 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.

HRM Ref Vol 1 Chapter 5
Performance Management

RETIREMENT, REDEPLOYMENT AND REDUNDANCY

1. An employee becomes excess if
 - i the duties performed by the employee are no longer necessary for the efficient and economical working of the Department, or
 - ii the employee cannot be employed effectively because of technological or other changes in work methods or because of changes in the nature, extent or organisation of the Department.
2. When the Secretary is aware that an 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 employee to a suitable vacancy and
 - ii the Secretary will at the earliest practicable time advise the employee.
3. The Secretary will not advise an employee that he or she is excess until discussions have been held with the potentially excess employee to consider redeployment opportunities, including whether the employee seeks redeployment, whether voluntary retirement may be appropriate and whether the employee wants to be offered voluntary retirement. The employee may be accompanied by a person of their choice to provide support at these discussions.
4. The Secretary may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary retirement, where those retirements would permit the redeployment of employees who are potentially excess.
5. Where 15 or more employees are likely to become excess, the Department will comply with the provisions of section 170CL and 170GA of the *Workplace Relations Act 1996*.

Voluntary retirement

6. Where the Secretary invites an excess employee to do so, the employee will have one month to elect for voluntary retirement. The Secretary will not give notice of retirement before the end of that period unless such election is received earlier. Within that month the employee must be given advice on the
- i amount of severance pay, pay in lieu of notice and paid up leave credits
 - ii amount of accumulated superannuation contributions
 - iii options open to employees concerning superannuation, and
 - iv the taxation rules applying to the various payments.

Period of Notice

7. Where the employee agrees to be voluntarily retired, the Secretary can approve the employee's retirement and upon approval will give the required notice of retirement. The period of notice will be four weeks (or five weeks for an employee over 45 with at least two years of continuous service). Where an employee retires or is retired at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Severance benefit

8. An employee who has agreed to be voluntarily retired 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. The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and where the employee has less than 24 years full-time service.

Subject to this paragraph, service for severance pay purposes means

- i service in the Department
- ii Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*
- iii service with the Australian Defence Forces

- iv APS service immediately preceding deemed resignation (under the repealed Section 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 employee was transferred from the APS to that organisation with a transfer of function or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.
9. 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 with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or where the break occurred because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
10. Any period of service which ceased by way of retrenchment; retirement on grounds of invalidity; inefficiency or loss of qualifications, forfeiture of office, dismissal, termination of probation appointment for reasons of unsatisfactory service, or voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit will not count as service for severance pay purposes. Absences from work which do not count as service for any purpose will not count as service for severance pay purposes.

Rate of payment - severance benefit

11. For the purposes of calculating any payment under paragraph 8, salary will be comprised of the following only
- i the employee's salary, or
 - ii the salary of the higher position, where the employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retirement, 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.

Retention periods

12. Unless the employee agrees, an excess employee will not be retired involuntarily until after a retention period of seven months (or thirteen months for employees who are 45 years or older, and/or have in excess of 20 years service in the APS) has elapsed.
13. The retention period will commence on the earlier of the following
 - i the day the employee is advised in writing by the Secretary that he or she is an excess employee, or
 - ii one month after the day on which the Secretary invites the employee to elect to be retired, and
 - iii it will be extended by any periods of personal leave certified by an independent medical adviser approved by the Department taken during the retention period.
14. During the retention period the Secretary
 - i will continue to take reasonable steps to find alternative employment for the excess employee, and/or
 - ii may, with four weeks' notice, reduce the excess employee's salary as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in salary before the end of the appropriate retention period, the employee will continue to be paid at his/her previous level for the balance of the retention period.
15. Where the Secretary believes there is insufficient productive work available for an excess employee during the retention period, the Secretary may, with the agreement of the employee, retire the employee and pay the balance of the retention period as a lump sum.
16. An excess employee will not be retired involuntarily if the employee has not been invited to elect to be retired.
17. An excess 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 employee will be involuntarily retired. The notice period will be extended by any periods of personal leave certified by an independent medical adviser approved by the Department which is taken by the employee during this period.

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Separation

LEAVE IN THE INTERESTS OF THE COMMONWEALTH

1. An indicative list of circumstances in which leave without pay or leave with pay at the discretion of the Secretary may be granted
 - i accompanying a spouse on a temporary overseas posting
 - ii religious or ceremonial leave
 - iii campaigning for election
 - iv appearing as a witness in legal proceedings
 - v taking compensation leave where it is part of a rehabilitation program
 - vi employee representatives preparing for and/or attending industrial proceedings to which the Department is a party, but only following compliance with the Procedures for Preventing and Settling Disputes contained in this Agreement
 - vii being members of defence or emergency services
 - viii where one's house or contents have been destroyed or damaged
 - ix participating at international sporting events
 - x jury service
 - xi war service sick leave, or
 - xii secondment to international organisations.

