

**SENATE EMPLOYMENT, WORKPLACE RELATIONS AND EDUCATION
LEGISLATION COMMITTEE**

**2005-2006 ADDITIONAL SENATE ESTIMATES HEARING
16 FEBRUARY 2006
EMPLOYMENT AND WORKPLACE RELATIONS PORTFOLIO**

QUESTIONS ON NOTICE

Outcome: Corporate

Question Number: W766-06

Question:

Senator Wong asked at *Hansard* page 115:

Please provide documentation referred to in the DEWR AWA Handbook including

- a) The template AWAs;
- b) Information on the performance agreement scheme;
- c) The AWA Temporary Performance Loading Guide;
- d) Any information relating to PAS Found on the intranet including
 - i) Guides
 - ii) Policies
 - iii) Guidelines
- e) Please also indicate, in relation to AWAs, what proportion varies from the template agreements?

Answer:

As of 29 March, 2006 the documents requested are provided as attachments as follows:

- Non-SES AWA template;
- SES AWA template;
- The AWA Temporary Performance Loading Guide; and
- The Performance Agreement Scheme Guide.

The proportion of AWAs that vary from the template agreements is not recorded.

WORKPLACE RELATIONS ACT 1996

AUSTRALIAN WORKPLACE AGREEMENT

BETWEEN

**SECRETARY OF THE DEPARTMENT OF
EMPLOYMENT AND WORKPLACE RELATIONS, ON
BEHALF OF THE COMMONWEALTH OF AUSTRALIA**

AND

[Non SES NEW employee]

Contents of Australian Workplace Agreement

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 - 1.1. Parties, Process and Operation
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 - 8.6 Involuntary Redundancy
 - 8.7 Retention period
- 9. Resolving Workplace Issues**
- 10. Anti-Discrimination**

1. OPERATION OF AGREEMENT

1.1 Parties, Process and Operation

- 1.1.1 This agreement is made under Part VID of the *Workplace Relations Act 1996* (“the Act”) between the Secretary of the Department of Employment and Workplace Relations (“the department”), on behalf of the Commonwealth of Australia, and the employee named in Schedule A (“you”). It applies only in connection with your employment within the department.
- 1.1.2 This agreement will operate from the day on which you start work, or the day after a filing receipt is issued, whichever of these is the later. The nominal expiry date of this agreement is three years after the date when the parties sign the AWA.
- 1.1.3 In accordance with section 170VQ of the Act, the agreement operates to the exclusion of the *Australian Public Service Award 1998*, the *Continuous Improvement in the Australian Public Service Enterprise Agreement 1995-96* and the *DEWR Certified Agreement 2005-2008*.
- 1.1.4 Other Commonwealth laws concerned with employment, such as (but not limited to) the *Public Service Act 1999*, the *Long Service Leave (Commonwealth Employees) Act 1976*, the *Maternity Leave (Commonwealth Employees) Act 1973*, the *Superannuation Act 1976*, the *Superannuation Act 1990*, the *Superannuation Benefits (Supervisory Mechanisms) Act 1990* and the *Superannuation Productivity Benefit Act 1988*, continue to apply according to their terms.
- 1.1.5 The guides/guidelines/policies and procedures referred to in this agreement may be varied from time to time, and they will apply in the form they are in as at the time of the relevant action/decision.

1.2 Variation

Subject to the Act, the Secretary and you may make a written agreement varying this agreement. It is the mutual intention that neither the Secretary nor you will seek to vary or renegotiate this agreement before its nominal expiry date, except in exceptional circumstances.

1.3 Delegation

Subject to the Act, the Secretary may delegate any or all of his or her powers and functions under this agreement.

2. PERFORMANCE

2.1 Duties and Obligations

You will undertake the duties assigned by your manager from time to time. You are to comply with lawful instructions given in connection with your duties.

2.2 Working arrangements

- 2.2.1 Working arrangements, including attendance for duty, will be in accordance with the department's *Working Arrangements and Public Holidays Guide*.
- 2.2.2 For the purposes of leave accrual and deductions, deductions for unauthorised absences and calculating part-time hours, the standard full time hours will be 36 ³/₄ per week, noting that an additional 9 minutes a day is required for the paid time off as set out in 4.1.6.
- 2.2.3 You may, with the agreement of your manager, access regular part-time work or work from home on either a regular or temporary basis, in accordance with the department's *Regular Part Time Work Guide* and *Working From Home Guide*. Remuneration and other benefits will be calculated on a pro rata basis if you elect to work part-time.
- 2.2.4 The Secretary may allocate broadbands to the APS classification structure, in accordance with the *Broadbanding Guide* as varied from time to time.

2.3 Performance Arrangements

- 2.3.1 You will enter into a performance arrangement with your immediate manager in accordance with the department's *Performance Agreement Scheme* as varied from time to time. The performance arrangement will cover the period from the beginning to the end of each financial year.
- 2.3.2 The performance arrangement will identify your developmental needs as agreed with your immediate manager. The department aims to provide access to development opportunities consistent with these needs.
- 2.3.3 If an underperformance issue arises, it will be dealt with in accordance with the procedures set out in the department's *Managing Underperformance Guide*. These procedures may result in termination of employment or some other action, including a reduction in classification.

3. REMUNERATION

3.1 Salary and Other Benefits

- 3.1.1 Your annual salary with effect from <date of effect> is the amount of <\$xxxxxxx> which reflects the skills and responsibilities required in your job and is payable fortnightly in arrears.
- 3.1.2 The annual salary specified in subclause 3.1.1 can be varied at anytime during the life of this agreement by agreement between you and the Secretary. Reviews will occur at least annually.
- 3.1.3 You will also be eligible for an annual performance bonus of up to <\$xxxxxxx> for the year ended June 2006 and for amounts in subsequent years as agreed under your performance arrangements and consistent with the *AWA Handbook*. There is no entitlement to a pro-rata bonus unless expressly approved by the Secretary.
- 3.1.4 The Secretary may supplement your salary and benefits at any time with additional monetary or other benefits.

- 3.1.5 Where you are absent from work without approval, all pay and other benefits provided under this agreement, e.g. flexible working arrangements and flextime, will cease to be available until you resume work or are granted leave.
- 3.1.6 From time to time, the Secretary will identify specific learning and development programs, designed to build essential departmental capabilities. The Secretary may approve a bonus or other form of recognition for participants in these programs.
- 3.1.7 The Secretary may withhold final entitlements from you, if on departure from the department you have an outstanding debt. Once the debt is cleared, including any interest we may charge, your final entitlements will be paid.

3.2 Salary for Superannuation Purposes

Except where a higher rate is maintained in accordance with the rules of your scheme, your salary for all superannuation purposes is the total specified in subclause 3.1.1 and any subsequent adjustments pursuant to subclause 3.1.2 only. The date specified in subclause 3.1.1 is the date of effect from which your salary for superannuation purposes may vary, in accordance with the rules of your scheme, to the rate specified in that subclause.

3.3 Remuneration Packaging

Subject to the *Remuneration Packaging Guidelines*, you will have access to flexible salary packaging.

4. LEAVE

4.1 You are entitled to:

- 4.1.1 elect to purchase one, two, three, four, five or six weeks additional leave per year in accordance with the *Annual Leave Guide* – purchased leave counts as service for all purposes;
- 4.1.2 the public holidays set out in the department's *Working Arrangements and Public Holiday Guide*;
- 4.1.3 paid annual leave which:
 - i) shall accrue at 20 working days per annum, accruing daily and credited monthly;
 - ii) shall be subject to the approval of your immediate manager;
 - iii) may be accumulated up to 60 days (or the equivalent of three years entitlements), beyond which time no further leave credits will accrue until your credits are reduced below 60 days. Employees who commence with, or return to, the department and who carry over 60 days (or equivalent) annual leave credits or more, will have a 12 week period of grace during which they will be expected to reduce their annual leave credits to below 60 days;
 - iv) may be cashed out subject to the department's *Annual Leave Guide*; and
 - v) is payable on separation;

- 4.1.4 paid personal leave, which will be credited at eighteen (18) days full-pay on your date of commencement and on each subsequent anniversary of your commencement in the Australian Public Service. Unused personal leave will accumulate, but will not be paid out on separation. Such leave will be for a purpose consistent with the department's *Personal Leave Guide*
- 4.1.5 other paid or unpaid leave, which may be granted at the discretion of your immediate manager. Such leave will be for a purpose consistent with the department's *Other Leave Guide*;
- 4.1.6 paid time off for a half day on the working day immediately prior to Christmas Day and two days paid leave in between Christmas and New Year's Day (or equivalent). In the exceptional cases where you are required to work on these days, you will be provided with an equivalent period of time off in lieu to be taken within 4 weeks or at an alternative time agreed with your immediate manager.

5. TRAVEL

5.1 Domestic and Overseas travel

You will be provided with a departmental travel card which you may use to charge, in accordance with the department's *Travel Policy and Guide*, reasonable expenses in relation to accommodation and meal costs incurred while travelling on official business both within Australia and overseas.

6. RELOCATION ASSISTANCE

- 6.1 If you are required to move to a different geographical location for official business purposes you will be reimbursed reasonable relocation and accommodation expenses in accordance with the department's *Relocation Assistance Guide*. If you ask to be transferred, expenses may be paid at the discretion of the Secretary.

7. OTHER CONDITIONS

7.1 Remote Localities Assistance

If your usual place of work is in one of the department's remote locality offices, you will receive remote localities assistance that may apply in accordance with the department's guide on *Remote Localities Assistance*.

7.2 Loss and damage

The Secretary may approve reimbursement for loss or damage to clothing or personal effects which occurred in the course of your work.

7.3 First Aid Allowance

If you possess a current first aid certificate and are designated by the Secretary to undertake first aid responsibilities within the department you will be paid an allowance of \$16 per fortnight (or as varied from time to time).

7.4 Warden Allowance

If you have undertaken the approved training and are designated by the Secretary to undertake warden responsibilities within the department you will be paid an allowance

of \$16 per fortnight as a Warden or \$20 per fortnight as a Chief Warden (or as varied from time to time).

8. REDEPLOYMENT AND REDUNDANCY

8.1 Principles

- 8.1.1 The following process only applies to you if you are an ongoing employee who is not on probation.
- 8.1.2 Throughout the process the Secretary will take all reasonable steps, consistent with efficient operational requirements, to transfer you if you are potentially excess to a suitable vacancy at an equal classification level within the department or in another APS agency. As a potentially excess employee you will take all reasonable steps to identify and apply for suitable vacancies at an equal classification level.
- 8.1.3 Discussions will be held with you and if requested, your representative (if nominated) to consider:
- (i) actions that might be taken to reduce the likelihood of you becoming excess;
 - (ii) redeployment opportunities for you; and
 - (iii) the availability of job swaps within the department or another APS agency, at the Secretary's discretion.

8.2 Notification of Potentially Excess Status

- 8.2.1 The Secretary will advise you if you are likely to become excess at the earliest practicable time.

8.3 Voluntary Redundancy

- 8.3.1 Where the Department offers you a voluntary redundancy you will have an eight week consideration period within which to accept the offer.
- 8.3.2 Within that eight week period you will be given advice on the amount of your severance pay, pay in lieu of notice, paid up leave credits, accumulated superannuation contributions; options open to you concerning superannuation; the taxation rules applicable to each form of payment; and the amount of agreed financial assistance available so you may seek independent financial advice up to the value of \$1,000 and career counselling up to the value of \$1,000.
- 8.3.3 The eight week consideration period can be reduced by agreement between you and the Secretary as long as you have received the advice outlined in Clause 8.3.2. Unless you agree to reduce the two-month period, notice of termination will not occur before the end of that two-month period.

8.4 Redundancy Payments

- 8.4.1 Where the eight week consideration period is reduced, you will be paid for the unexpired portion of the two-month period as at the date of termination, including any leave benefits, which may have accrued, had you worked through the two-month

period. You will also receive payment in lieu of the relevant period of notice provided for in Clause 8.4.3.

- 8.4.2 If you accept an offer of voluntary redundancy under Clause 8.3.1, you will be paid a sum equal to two weeks salary for each completed year of service; plus a pro rata payment for completed months of service since the last completed year of service, with a minimum payment of 4 weeks and a maximum of 48 weeks salary.
- 8.4.3 If you accept the offer, the Secretary will give you the required notice of termination of 4 weeks (or 5 weeks for an employee over 45 with at least 5 years of continuous service) or a lesser period agreed with you. If you separate within the notice period, you will be paid for the unexpired portion of the notice period.

8.5 Calculating Redundancy Payments

8.5.1 Redundancy payments will be calculated on:

- (i) your salary on the date of termination; and
- (ii) allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

8.5.2 The redundancy payment will be calculated on a pro rata basis for any period where you have worked part-time hours during your period of service and you have less than 24 years full time service.

8.5.3 Subject to Clauses 8.5.4, 8.5.5 and 8.5.6 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 Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- (iv) Service with the Australian Defence Forces;
- (v) APS service immediately preceding deemed resignation (as defined), if the service has not previously been recognised for severance pay purposes; and
- (vi) 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.

8.5.4 Periods of service that will not count as service for redundancy pay purposes are any periods of service that ceased by way of:

- Termination under s29 of the *Public Service Act 1999*;
- Redundancy; retirement on ground of invalidity; inefficiency or loss of qualifications; forfeiture of office; dismissal or termination of probationary

appointment for reasons of unsatisfactory service; prior to the commencement of the *Public Service Act 1999*

- Voluntary retirement at or above the minimum retiring age applicable to the employee; or
- Payment of an employer-financed retirement benefit.

8.5.5 For earlier periods of service to count there must be no breaks between the periods of service, except where the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by you before ceasing employment with the preceding employer.

8.5.6 Absences from work, which do not count as service for any purpose, will not count as service for redundancy pay purposes.

8.6 Involuntary Redundancy

8.6.1 You will not have your employment terminated involuntarily if you have not been invited to elect for voluntary redundancy or if your election to be made redundant voluntarily has been refused.

8.6.2 If you do not accept voluntary redundancy, you will not be terminated under section 29 of the *Public Service Act 1999* without agreement for a period of 7 months.

8.7 Retention Period

8.7.1 A retention period of 28 weeks commences on the day after the expiration of the consideration period.

8.7.2 Where there is insufficient productive work available for you during the retention period, the Secretary may, with your agreement, terminate your employment and pay the balance of the retention period as a lump sum.

8.7.3 During the retention period the manager:

- (i) **will assist with attempts to find alternative employment; and/or**
- (ii) **may, on request, provide assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment;**
- (iii) **may, after giving 4 weeks notice to you, reduce your classification as a means of securing alternative employment. If this occurs prior to the end of the retention**

period, you will continue to be paid at your previous level for the balance of the retention period

8.7.4 The retention period will not be extended by any periods of paid or unpaid leave. The Secretary may consider extending a retention period where medical evidence indicates you are substantially incapacitated and are considered to be unfit for work by a medical practitioner nominated by the Department. It would only be in exceptional circumstances that the retention period would be extended beyond an additional 2 months.

8.7.5 You will be given 4 weeks notice (or 5 weeks notice for an employee over 45 with at least 5 years of continuous service) of termination to be served (as far as practicable) concurrently with the retention period.

9. RESOLVING WORKPLACE ISSUES

9.1 If there is any issue arising between you and the Commonwealth under this agreement, we will attempt to resolve it at the workplace level through the procedure outlined in Schedule 9 of the Workplace Relations Regulations.

10. ANTI-DISCRIMINATION

10.1 It is mutually acknowledged that we will each observe the model anti-discrimination clause stipulated in Schedule 8 of the Workplace Relations Regulations as though it were set out in this paragraph.

ADDITIONAL CLAUSES

SCHEDULE A

Signed as an Australian Workplace Agreement

Manager,
on behalf of The Secretary,
on behalf of the Commonwealth:

Manager (Signature) (Date)

in the presence of:

..... (Full name of witness) (Signature)
..... (Address)

Employee:

Classification:

..... (Full name of employee) (Signature) (Date)
..... (Address)

in the presence of:

..... (Full name of witness) (Signature)
..... (Address)

WORKPLACE RELATIONS ACT 1996

AUSTRALIAN WORKPLACE AGREEMENT

BETWEEN

**SECRETARY OF THE DEPARTMENT OF
EMPLOYMENT AND WORKPLACE RELATIONS, ON
BEHALF OF THE COMMONWEALTH OF AUSTRALIA**

AND

[SES NEW employee]

Contents of Australian Workplace Agreement

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- 7. Leave**

- 5. Travel**
 - 5.2 Domestic and Overseas travel

- 6. Relocation Assistance**

- 7. Termination**

- 8. Resolving Workplace Issues**

- 9. Anti-Discrimination**

1. OPERATION OF AGREEMENT

1.2 Parties, Process and Operation

- 1.1.1 This agreement is made under Part VID of the *Workplace Relations Act 1996* (“the Act”) between the Secretary of the Department of Employment and Workplace Relations (“the department”), on behalf of the Commonwealth of Australia, and the employee named in Schedule A (“you”). It applies only in connection with your employment within the department.
- 1.1.3 This agreement will operate from the day on which you start work, or the day after a filing receipt is issued, whichever of these is the later. The nominal expiry date of this agreement is three years after the date when the parties sign the AWA.
- 1.1.3 In accordance with section 170VQ of the Act, the agreement operates to the exclusion of the *Australian Public Service Award 1998*, the *Continuous Improvement in the Australian Public Service Enterprise Agreement 1995-96* and the *DEWR Certified Agreement 2005-2008*.
- 1.1.4 Other Commonwealth laws concerned with employment, such as (but not limited to) the *Public Service Act 1999*, the *Long Service Leave (Commonwealth Employees) Act 1976*, the *Maternity Leave (Commonwealth Employees) Act 1973*, the *Superannuation Act 1976*, the *Superannuation Act 1990*, the *Superannuation Benefits (Supervisory Mechanisms) Act 1990* and the *Superannuation Productivity Benefit Act 1988*, continue to apply according to their terms.
- 1.1.5 The guides/guidelines/policies and procedures referred to in this agreement may be varied from time to time, and they will apply in the form they are in as at the time of the relevant action/decision.

1.3 Variation

Subject to the Act, the Secretary and you may make a written agreement varying this agreement. It is the mutual intention that neither the Secretary nor you will seek to vary or renegotiate this agreement before its nominal expiry date, except in exceptional circumstances.

1.3 Delegation

Subject to the Act, the Secretary may delegate any or all of his or her powers and functions under this agreement.

3. PERFORMANCE

2.4 Duties and Obligations

You will undertake the duties assigned by your manager from time to time. You are to comply with lawful instructions given in connection with your duties.

2.5 Working arrangements

- 2.5.1 Arrangements for attendance for duty will be subject to mutual agreement between you and the Secretary.

- 2.5.2 For the purposes of leave accrual and deductions, deductions for unauthorised absences and calculating part-time hours, the standard full time hours will be 36 $\frac{3}{4}$ per week, noting that an additional 9 minutes a day is required for the paid time off as set out in 4.1.6.
- 2.5.3 You may, with the agreement of your manager, access regular part-time work or work from home on either a regular or temporary basis, in accordance with the department's *Regular Part Time Work Guide* and *Working From Home Guide*. Remuneration and other benefits will be calculated on a pro rata basis if you elect to work part-time.

2.6 Performance Arrangements

- 2.6.1 You will enter into a performance arrangement with your immediate manager in accordance with the department's *Performance Agreement Scheme* as varied from time to time. The performance arrangement will cover the period from the beginning to the end of each financial year.
- 2.6.2 The performance arrangement will identify your developmental needs as agreed with your immediate manager. The department aims to provide access to development opportunities consistent with these needs.
- 2.6.3 If an underperformance issue arises, it will be dealt with in accordance with the procedures set out in the department's *Managing Underperformance Guide*.

3. REMUNERATION

3.2 Salary and Other Benefits

- 3.2.1 Your annual salary with effect from xxxxxxxx is the amount of \$xxxxxx which reflects the skills and responsibilities required in your job and is payable fortnightly in arrears.
- 3.2.2 The annual salary specified in subclause 3.1.1 can be varied at anytime during the life of this agreement by agreement between you and the Secretary. Reviews will occur at least annually.
- 3.2.3 You will also be eligible for an annual performance bonus of up to \$xxxxxxx for the year ended June 2006 and for amounts in subsequent years as agreed under your performance arrangements and consistent with the *AWA Handbook*. There is no entitlement to a pro-rata bonus unless expressly approved by the Secretary.
- 3.2.4 The Secretary may supplement your salary and benefits at any time with additional monetary or other benefits.
- 3.2.5 Where you are absent from work without approval, all pay and other benefits provided under this agreement will cease to be available until you resume work or are granted leave.

- 3.2.6 From time to time, the Secretary will identify specific learning and development programs, designed to build essential departmental capabilities. The Secretary may approve a bonus or other form of recognition for participants in these programs.
- 3.2.7 A private plated vehicle will be provided or an allowance in lieu, in accordance with the department's *Senior Manager Vehicle Scheme Practical Guide*. To meet the requirement that the vehicle be made available for business use, the department will provide parking for the vehicle. Additionally, you may use the mobile phone and other home office facilities provided to you for incidental private purposes subject to the department's guidelines.
- 3.1.8 The Secretary may withhold final entitlements from you, if on departure from the department you have an outstanding debt. Once the debt is cleared, including any interest we may charge, your final entitlements will be paid.

3.4 Salary for Superannuation Purposes

Except where a higher rate is maintained in accordance with the rules of your scheme, your salary for all superannuation purposes is the total specified in subclause 3.1.1 and any subsequent adjustments pursuant to subclause 3.1.2 only. The date specified in subclause 3.1.1 is the date of effect from which your salary for superannuation purposes may vary, in accordance with the rules of your scheme, to the rate specified in that subclause.

3.5 Remuneration Packaging

Subject to the *Remuneration Packaging Guidelines*, you will have access to flexible salary packaging.

4. LEAVE

4.1 You are entitled to:

- 4.1.1 elect to purchase one, two, three, four, five or six weeks additional leave per year in accordance with the *Annual Leave Guide* – purchased leave counts as service for all purposes;
- 4.1.7 the public holidays set out in the department's *Working Arrangements and Public Holiday Guide*;
- 4.1.8 paid annual leave which:
- i) shall accrue at 20 working days per annum, accruing daily and credited monthly;
 - ii) shall be subject to the approval of your immediate manager;
 - iii) may be accumulated up to 60 days (or the equivalent of three years entitlements), beyond which time no further leave credits will accrue until your credits are reduced below 60 days. Employees who commence with, or return to, the department and who carry over 60 days (or equivalent) annual leave credits or more, will have a 12 week period of grace during which they will be expected to reduce their annual leave credits to below 60 days;
 - iv) may be cashed out subject to the department's *Annual Leave Guide*; and
 - v) is payable on separation;

- 4.1.9 paid personal leave, which will be credited at eighteen (18) days full-pay on your date of commencement and on each subsequent anniversary of your commencement in the Australian Public Service. Unused personal leave will accumulate, but will not be paid out on separation. Such leave will be for a purpose consistent with the department's *Personal Leave Guide*;
- 4.1.10 other paid or unpaid leave, which may be granted at the discretion of your immediate manager. Such leave will be for a purpose consistent with the department's *Other Leave Guide*;
- 4.1.11 paid time off for a half day on the working day immediately prior to Christmas Day and two days paid leave in between Christmas and New Year's Day (or equivalent). In the exceptional cases where you are required to work on these days, you will be provided with an equivalent period of time off in lieu to be taken within 4 weeks or at an alternative time agreed with your immediate manager.

5. TRAVEL

5.2 Domestic and Overseas travel

You will be provided with a departmental travel card which you may use to charge, in accordance with the department's *Travel – Policy and Guide*, reasonable expenses in relation to accommodation and meal costs incurred while travelling on official business both within Australia and overseas.

7. RELOCATION ASSISTANCE

- 6.1** If you are required to move to a different geographical location for official business purposes you will be reimbursed reasonable relocation and accommodation expenses in accordance with the department's *Relocation Assistance Guide*. If you ask to be transferred, expenses may be paid at the discretion of the Secretary.

8. TERMINATION

- 7.1** **The department will assist excess senior managers with outplacement and financial counselling services to a maximum value of \$10,000.**
- 7.2** **If you are offered and accept voluntary early retirement during the period of this agreement, the Secretary will recommend to the Public Service Commissioner payment of an amount that is not less than 2 weeks salary (as stipulated in Clauses 3.1.1 and 3.1.2) for every year of service, up to a maximum of 48 weeks salary.**

10. RESOLVING WORKPLACE ISSUES

- 9.1 If there is any issue arising between you and the Commonwealth under this agreement, we will attempt to resolve it at the workplace level through the procedure outlined in Schedule 9 of the Workplace Relations Regulations.

9. ANTI-DISCRIMINATION

- 10.2 It is mutually acknowledged that we will each observe the model anti-discrimination clause stipulated

in Schedule 8 of the Workplace Relations Regulations as though it were set out in this paragraph.

ADDITIONAL CLAUSES

SCHEDULE A

Signed as an Australian Workplace Agreement

Secretary,
on behalf of the Commonwealth:

Peter J. Boxall (Signature) (Date)

in the presence of:

..... (Full name of witness) (Signature)

..... (Address)

Employee:

Classification:

..... (Full name of employee) (Signature) (Date)

..... (Address)

in the presence of:

..... (Full name of witness) (Signature)

..... (Address)

AWA Temporary Performance Loading Guide

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2. [Application](#)
3. [What is TPL?](#)
4. [TPL for staff acting in non-SES positions](#)
5. [TPL for staff acting in SES positions](#)
6. [Recognition of TPL](#)
7. [Frequently Asked Questions](#)

1. Introduction

1.1 The purpose of this guide is to provide managers with assistance in determining Temporary Performance Loading and other remuneration for employees employed under AWAs where they are required to perform work at a higher level or work value.

2. Application

2.1 This guide applies to all DEWR employees covered by AWAs.

3. What is TPL?

3.1 TPL is a loading which is paid to employees who are temporarily performing duties at a higher level. For employees covered by AWAs it is not payable for periods of less than four consecutive months.

3.2 TPL is intended for use in medium term situations. For TPL purposes, short, medium and long term are defined as less than four weeks, up to twelve weeks and more than twelve weeks respectively. Medium term situations may be addressed by means other than TPL such as, [mobility arrangements](#) or the engagement of a [non-ongoing employee](#).

3.3 For short or long term requirements, alternative approaches such as reorganization of work or action to fill vacancies should be undertaken. Where there is a continuing need for a job to be done, managers should act promptly to fill the job on an ongoing basis.

3.4 Managers approving TPL should ensure that they are exercising the correct delegation, complete the [relevant documentation](#) and forward it to HR Operations. Alternatively, all required information may be emailed to HR Operations via the [Personnel](#) mailbox.

 [Top](#)

4. TPL for staff acting in non-SES positions

4.1 & Where employees are required to perform duties at a higher level for more than four consecutive months a review of salary under the AWA should be completed to recognise the higher level work. The salary increase will require the agreement of the Remuneration Sub-committee. Employees should also negotiate a variation to the maximum performance bonus based on the increased salary. Unless a TPL salary has been approved by the Remuneration Subcommittee there is no authority to pay salary that differs from that provided in Clause 3.1.1 of the AWA.

4.2 Where an employee is receiving a temporary loading and is granted paid leave, the loading will continue to be paid until the loading is due to finish. Similarly, an employee will be paid the loading for any public holidays that fall within the time of the loading being approved. An employee will not be paid the loading beyond the date for which the loading is granted.

4.3 An employee receiving a temporary loading will remain at their substantive salary and level for all other purposes, other than superannuation, unless specifically varied by an AWA. Where applicable, overtime, or any other allowance, will be paid at the rate applying to the substantive classification level.

4.4 Where employees work at the higher level for less than four consecutive months then this additional work will be recognised when determining performance bonuses.

5.TPL for staff acting in SES positions

5.1 TPL will generally not be paid to non-SES employees acting in SES position for periods of less than four months. However, where it is considered that payment should be made for shorter periods, then a submission should be made to the Remuneration Sub-Committee.

5.2 Where an employee acts at the SES level for more than four months, the agreement of the Remuneration Sub-committee as to appropriate remuneration arrangements should be sought. Given the different remuneration arrangements applying to SES (including access to a Senior Manager Vehicle), generally a new SES AWA will apply for the period the employee acts at the SES level.

5.3 Where SES officers are required to perform in a higher level SES position, the provisions of paragraphs 4.1 to 4.4 will apply.

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6.Recognition of TPL loading

6.1 The loading is generally not recognised for any purpose other than base salary, however:

a) for the purposes of severance payments, the loading will be counted as salary when the employee has received the loading for a continuous period of over twelve months immediately preceding the date on which the employee is given notice of termination of employment; and

b) for the purposes of superannuation, the loading will be counted as salary when the employee has received the loading for a continuous period of over twelve months.

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7. Frequently Asked Questions

Do I need to complete a TPL form even if I am not eligible for a loading?

Yes, you should follow the advice in paragraph 3.4. This advice is required to exercise the delegation and ensure that all periods of TPL are tracked for reporting and analysis purposes.

What happens if I get promoted whilst on TPL?

If you are promoted while you are receiving TPL and you wish to confirm the already agreed TPL salary contained in your AWA then it is a simple process. Your Group or State Manager should make a submission to the General Manager, Corporate outlining the agreed salary and performance bonus and seek his approval. Once approved, this will be passed to the HR Branch who will arrange for a variation to the AWA to be issued to your manager and you for signature, and then passed to HR Operations for processing.

If you wish to seek an increase from your agreed TPL salary you should make a new AWA submission to the Remuneration Subcommittee. This submission will then follow the normal submission process.

Will I receive performance pay based on my TPL salary?

If you perform TPL at the same classification level for the entire performance cycle (1 July to 30 June of the following year) you should be assessed at your TPL level and your performance bonus may be adjusted to reflect this performance. If you perform TPL for a lesser period then you should be assessed against your substantive level and an indicative rating provided. Your manager may take your TPL performance into account when setting the recommended bonus amount. In such a case your recommended bonus amount may be higher than the indicative bands contained in the recommended guide for performance bonuses.

Performance Agreement Scheme

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Introduction

1. Performance management is about enhancing quality performance, management and leadership. The department is committed to providing opportunities for managers and employees covered by the Certified Agreement and Australian Workplace Agreements to discuss and review performance through the Performance Agreement Scheme (PAS). The PAS has an on-line system designed to make the performance management process as simple as possible. PAS on-line can be accessed via BIS on the Intranet.

2. Performance agreements are aimed at :

- a. fostering high performance;
- b. ensuring that employees and managers are aware of what is expected of them individually and within teams;
- c. ensuring that there is a common basis for performance management across the department which is linked to business and workforce planning activities, key departmental behaviours and work level standards;
- d. identifying remuneration which is directly linked to high performance at the individual and team level;
- e. providing a mechanism for regular two-way feedback on performance, and

- f. recognising that opportunities for learning and career development are a matter of joint responsibility between the employee and manager.

3. The department recognises the continuing contribution of its employees to the achievement of its goals and is committed to providing mechanisms for two-way feedback about work performance; avenues to strengthen employees' abilities to contribute to those goals; and a range of methods of providing recognition and reward for achievement by teams and individuals.

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The Performance and Agreement Scheme

4. The Performance Agreement Scheme (PAS) is part of an overall framework to ensure the highest quality performance, leadership standards and practices throughout the department together with well tailored learning, development and career planning for all employees.

5. All employees will participate in the scheme except probationers, DEWR Training Broadband employees, Trainees APS (Administrative), Cadets APS and non-ongoing employees engaged for a period of less than twelve weeks.

6. Managers will provide regular feedback on performance as part of the performance management feedback processes and will deal promptly and fairly with issues.

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Main Objectives

Objective 1: Planning

7. Responsible and effective planning for short and medium term work outcomes is essential. The opportunity for short, medium and long term career planning should be part of the performance planning process for each employee.

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Objective 2: Alignment to Business and Workforce Planning Process

8. Each performance agreement must be aligned with the higher order business goals of the Group/State. The employee's performance agreement must include key business results that are derived from those of their managers. Their managers' key business results, in turn, should be derived from the business goals of the Department, Group/State and Branch, through a cascading effect.

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Objective 3: Feedback

9. Open, honest, frequent and constructive feedback about performance is a key feature of the performance assessment. Managers should provide objective feedback about their employee's performance, professionally, openly and honestly. Employees are encouraged to consider how to make improvements to the work and to speak frankly with their manager about how the improvements might be implemented

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Objective 4: Fairness, Equity and Objectivity

10. Performance appraisal and feedback is based on an objective assessment and should be linked to positive and constructive outcomes. Feedback from a number of sources including peers, managers, clients and others via application of the '360 degree feedback' provides a valuable mechanism for obtaining feedback which is as objective as possible. '360 degree feedback' is encouraged for all employees but is not mandatory. Feedback from the 360 degree process is intended to be used for learning and development purposes only.

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Objective 5: Career Development

11. An employee's main learning and development focus should be those elements considered to be essential to meeting the employee's business key results, demonstrating the key behaviours and other important commitments including high priority study areas as outlined in the Studybank guidelines. A range of other learning and development opportunities considered to be desirable in the short, medium or long term may also be noted. Refer to DEWR's Capability Framework for details about key organisational capabilities and key skills and knowledge.

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Roles and Responsibilities

12. Participation in the Performance Agreement Scheme is mandatory for all on-going employees, both full-time and part-time, and non-ongoing employees engaged for a period of three months or more. Although the PAS process does not apply to graduates, trainees and cadets, their managers are still required to assess performance from time to time and should use the agreements as a basis for discussion.

Employees are responsible for:	Managers are responsible for:
Preparing the performance agreement with the manager.	Guiding employees through the performance agreement process.

Drafting a new agreement when moving to another role, which will then be linked to the previous agreement(s) from the current performance cycle.	Providing support and encouragement to employees.
Meeting key business results to the agreed standard/s and demonstrating the agreed behaviours.	Reviewing business goals and priorities, discussing the impact of these on the employee's work plan and reflecting these in the performance agreement.
Actively participating in all the stages of the performance agreement process.	Assessing the employee's performance against the established key business results and behaviours.
Participating in the process of giving and receiving performance feedback.	Providing regular feedback and review of performance so that employees know how well they are contributing to the business goals.
Updating the Principal Appraiser field in the current Performance Agreement if a new manager is appointed to the team.	<p>Providing comments in the Managers Notes section of each employee's agreement if leaving the team, which will assist the incoming manager with the final assessment at the end of the performance cycle.</p> <p>Completing a performance assessment (including a performance rating) when the employee leaves the team or the department. This must be done regardless of whether the employee leaves part way through the performance cycle or at the end of the performance cycle.</p>

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Performance agreement Cycle

13. The performance agreement cycle is a 12 month period, beginning on 1 July of each year and finishing on 30 June of the following year.

Performance Agreements - Steps for Completion

Timeframe	Process	Steps
Completed by end of May	Developing the Group/State/Branch/Section	Preliminary

	Business Plans	
Complete between 1 July and 31 August	Developing a performance agreement	Step 1
Complete mid term review between December and February	Feedback and modification of PA if required	Step 2
Complete by end of June	Finalising performance assessments	Step 3
During July	Indicative Ratings forwarded to Remuneration Sub-Committee	Step 4

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Elements of the Performance Agreement

14. Each performance agreement should contain a number of Key Business Results (generally 4-7), corporate activities and relevant performance indicators. Key Business Results (KBRs) are broad statements that describe the main job responsibilities. The single, common factor across all employee agreements is the Occupational Health and Safety indicator, which seeks to improve injury prevention, reduce hazards and encourage early return-to-work.

15. Another key element of the performance agreement is to recognise the behaviours required for the employee to most effectively perform a role. The People and Leadership Statement highlights the RESPECT behaviours and the DEWR values, and these should be considered not only when the agreement is being drafted, but also during feedback sessions.

16. Practical examples of the types of behaviours expected in the work environment are provided in the Rating Behaviours document on the Intranet.

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Assessment of Performance

17. The final assessment of performance is in two parts, the first being a discussion between the manager and employee, and the second being an indicative rating allocated from the rating scale.

18. Feedback sessions should be held throughout the year to ensure there are “no surprises” at assessment time. If the employee has had more than one manager in the 12 month period, then each of the managers (where possible) should provide input into the final assessment. This will give a more balanced view of the employee’s performance during the assessment period. For those instances where an employee has operated at more than one level through the year, refer to the Temporary Performance Loading guidelines for assistance. Further information on giving and receiving feedback and TPL can be found on the intranet.

19. All performance agreements including the performance assessment and performance rating components must be recorded on BIS within the prescribed timeframes.

20. Ratings are:

- a. Unsatisfactory
- b. Effective
- c. Superior

Resolving Disputes

27. From time to time, an employee or their manager may feel that the performance agreement system has not delivered the expected outcome. In the first instance, the issue should be discussed with the relevant manager, and to reduce disruption in the workplace, should be attempted to be resolved within fourteen days of the initial assessment. In circumstances where a further review is required, the established Resolving Workplace Issues guide should be used to resolve the issue.

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Additional Information

Disabilities and Graduated Return to Work

28. Where an employee has disclosed a disability to the Department, the manager must ensure that there is the opportunity to perform to maximum potential and be rated accordingly. The same principle applies to those people on Graduated Return To Work (GRTW), taking into account rehabilitation and the extent of the incapacity. All agreements should be results-oriented and focussed on outcomes which could be realistically achieved and assessed. Further information can be sourced through the Rehabilitation Guide or Human Resources Branch.

29. GRTW periods of less than 3 months generally should not affect the content of agreements, performance ratings or any amounts of annual performance pay irrespective of the number of days/hours a week decided as appropriate for the employee. For longer periods the content of agreements may require modification, with amounts of any performance pay adjusted pro rata to take account of reduced days/hours and the level of work being undertaken.

Government Lawyers

30. Specific arrangements have been developed to enable the department to recruit and retain qualified and experienced lawyers. These arrangements are outlined in the Government Lawyer guide, including assessment of performance via the PAS.

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