



WORKPLACE RELATIONS ACT 1996
AUSTRALIAN WORKPLACE AGREEMENT

CENTRELINK 1 – 3 (APS 1-6)

BETWEEN

**COMMONWEALTH OF AUSTRALIA REPRESENTED BY
THE CHIEF EXECUTIVE OFFICER OF CENTRELINK
("Centrelink")**

AND

**Name XX, Classification
CENTRELINK ("you")**

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1 DEFINITIONS

‘the Act’ means the *Workplace Relations Act 1996*.

‘APS’ means the Australian Public Service.

‘Award’ has the same meaning as in the Act.

‘CEO’ means the person holding the office of, or for the time being performing the duties of, the office of Chief Executive Officer to Centrelink. Within this AWA, a reference to the CEO includes a reference to an employee authorised by the CEO for the purposes of the provision in which the reference occurs.

‘Policy and guidelines’ means Centrelink’s policies and guidelines which relate to the particular subject matter. The policy and guidelines also include the processes to be followed where appropriate. The policy and guidelines are located in the People Handbook on Centrenet (intranet) and may be amended from time to time.

‘Performance agreement’ means a performance agreement (including a replacement agreement) made between the CEO and you.

‘this Agreement’ means this Australian Workplace Agreement.

2 OPERATION OF THIS AGREEMENT

2.1 Parties

2.1.1 The parties to this Agreement made under Part VID of the *Workplace Relations Act 1996* (the Act), are the Chief Executive Officer of Centrelink (Centrelink), acting on behalf of the Commonwealth (the Employer) and you.

2.2 Objective of the Agreement

2.2.1 This Agreement aims to:

- (a) ensure a strong contribution by you to Centrelink’s organisational performance; and
- (b) recognise and reward performance in achieving corporate priorities.

2.3 Period of Operation

2.3.1 In accordance with subsection 170VJ(1) of the Act, this AWA starts operating on the later of either:

- (a) if you are a new employee:
 - (i) the day after a filing receipt is issued for this Agreement;
 - (ii) the date specified in this Agreement; or
 - (iii) the day on which you commence employment; or

- (b) if you are an existing employee:
 - (i) the day after an approval notice is issued for the Agreement; or
 - (ii) the day specified in this Agreement as the starting date.

2.3.2 In accordance with section 170VH of the Act, the nominal expiry date of this Agreement shall be XX XXX XXXX.

2.3.3 This Agreement shall cease operating when one of the following occurs:

- (a) by mutual agreement at any time in accordance with Section 170VM (1) of the Act;
- (b) when you cease to be an employee of Centrelink;
- (c) once this Agreement has reached its nominal expiry date, when either party, on giving fourteen (14) days' notice to the other, files a termination notice with the Employment Advocate under Section 170VM(6) of the Act; or
- (d) at the time when another AWA between Centrelink and you starts to operate.

2.4 Variation of this Agreement

2.4.1 Centrelink and you acknowledge that this Agreement may be varied in writing in accordance with section 170VL of the Act.

2.5 Effect of Centrelink policies on this Agreement

2.5.1 Any of the Centrelink policies and guidelines referred to in this Agreement will apply and take effect immediately from the date amended or replaced. Any variation to, or successors to these policies and guidelines, will have the same application to this Agreement.

2.6 Effect of this Agreement on Awards and other Agreements

2.6.1 This Agreement is a comprehensive agreement and in accordance with section 170VQ of the Act, operates to the exclusion of the:

- (a) Australian Public Service Award 1998;
- (b) Continuous Improvement in the Australian Public Service Enterprise Agreement 1995-96; and
- (c) Centrelink Development Agreement 2003-2005 and/or its successor.

2.7 Entitlements under Commonwealth Laws not affected by this Agreement

2.7.1 Other Commonwealth laws concerned with employment, such as (but not limited to) the:

- (a) *Public Service Act 1999*;
- (b) *Long Service Leave (Commonwealth Employees) Act 1976*;

- (c) *Maternity Leave (Commonwealth Employees) Act 1973*;
 - (d) *Safety, Rehabilitation and Compensation Act 1988*;
 - (e) *Occupational Health and Safety (Commonwealth Employment) Act 1991*;
 - (f) *Superannuation Act 1976*;
 - (g) *Superannuation Act 1990*;
 - (h) *Superannuation Act 2005*;
 - (i) *Superannuation Benefits (Supervisory Mechanisms) Act 1990*;
 - (j) *Superannuation Productivity Benefit Act, 1988*; and/or
- their successors, continue to apply according to their terms.

2.8 Effect of AWA on prescribed conditions of employment specified in a Commonwealth Law

- 2.8.1 Subsection 170VR(4) of the Act and Regulation 30ZJ of the Workplace Relations Regulations provide for the effect of AWAs on Commonwealth laws.
- 2.8.2 This Agreement prevails over any condition of employment specified in a determination made by the CEO under subsection 24(1) of the *Public Service Act 1999* to the extent of any inconsistency (except a determination made under that subsection in accordance with regulations made for the purpose of subsection 72(5) of the *Public Service Act 1999*).

3 DUTIES AND OBLIGATIONS

3.1 Obligations

- 3.1.1 You are employed under the *Public Service Act 1999*. You acknowledge that you will perform the duties assigned to you by the CEO from time to time.
- 3.1.2 You will satisfy the expectations and obligations to meet Centrelink's strategic directions as amended from time to time and in accordance with your performance agreement.
- 3.1.3 You will:
 - (a) have a signed performance agreement with your manager and where appropriate, develop performance agreements with each of your employees;
 - (b) not disclose protected material to unauthorised person(s);
 - (c) be aware of, comply with and implement Centrelink policies;
 - (d) implement human resource management and financial management strategies as part of business planning; and
 - (e) collaborate with your colleagues to assist them in achieving their objectives under their performance agreements.

3.2 Working arrangements

- 3.2.1 You will be on duty and available at such times as is reasonably necessary to achieve agreed outcomes and as dictated by workload or Government. You agree to work an average of not less than 36 hours 45 minutes per week, subject to public holidays and approved leave.
- 3.2.2 You may, with the agreement of the CEO, access regular part-time work or work from home on either a regular or temporary basis in accordance with Centrelink's policy and guidelines on part time work and working from home. Remuneration and other benefits will be calculated on a pro-rata basis if you elect to work part-time.

3.3 Agreed working hours

- 3.3.1 Centrelink acknowledges that on occasion you may be required to work outside of your agreed working hours, due to operational requirements, but notes that planning will be in place to ensure this will be an exception rather than an ongoing expectation.
- 3.3.2 Where you have been required by your manager to work excessive hours, due to operational requirements, Centrelink expects your manager and you to put arrangements in place immediately following the peak period to enable you to access accrued flex credits or time off in lieu.

3.4 Flextime Scheme

- 3.4.1 You may access flextime arrangements consistent with Centrelink's policy and guidelines on hours of duty.
- 3.4.2 Hours of attendance and all leave taken by you will be recorded on the Record of Attendance.
- 3.4.3 The maximum flextime credit carryover will be 15% of your specified hours per settlement period and the maximum debit carryover will be 5% of your specified hours per settlement period. Any debit in excess of the amount will be treated as leave without pay.
- 3.4.4 Where you have a flex debit on exit from Centrelink and the Australian Public Service the debit will be treated as leave without pay and deducted from your final salary.

4 PRODUCTIVITY AND OUTCOMES

4.1 Performance agreement

- 4.1.1 You agree to enter into and maintain a performance agreement, with your manager, which will remain current during the life of this Agreement in accordance with the Centrelink performance management system as amended from time to time. You and Centrelink acknowledge that the agreed outcomes contained in your performance agreement may need to be amended from time to time to reflect changes to the operational requirements of Centrelink or assignment of new duties.

4.2 Poor performance

4.2.1 Poor performance will be dealt with in accordance with Centrelink policy and guidelines on managing poor performance.

5 REMUNERATION AND OTHER BENEFITS

5.1 Annual salary

5.1.1 Your annual rate of salary as per Schedule 1 will start from the effective date of this Agreement – clause 2.3.1 unless otherwise specified in Schedule 1. Your annual salary, payable fortnightly in arrears, will be adjusted in accordance with clauses 5.2 and/or 5.3.

5.2 Performance Review and Adjustment of Annual Salary

5.2.1 As specified in Centrelink’s performance management system, your performance will be reviewed by 15 August each year for the performance cycle which concludes on 30 June. Any salary adjustment, as a result of the performance review, will take effect from the first pay in September. The salary adjustment will be based on the cumulative total of the three separate performance components, in the table below, each of which contribute to your salary adjustment:

- (a) Centrelink meets its organisational performance; and
- (b) Your individual performance rating for Leadership Behaviour; and
- (c) Your individual performance rating for Business Outcomes.

Performance Rating	Organisational Performance	Individual Performance	
		Leadership Behaviour	Business Outcomes
1 – Not acceptable	Nil Increase	Nil Increase	Nil Increase
2 – Support required	2% Salary Increase	Nil Increase	Nil Increase
3 – Fully effective	2% Salary Increase	0.5% Salary Increase	0.5% Salary Increase
4 – Very good	2% Salary Increase	1.25% Salary Increase	1.25% Salary Increase
5 – Excellent	2% Salary Increase	2% Salary Increase	2% Salary Increase

5.3 Chief Executive Officer (CEO) review

5.3.1 The CEO may adjust your annual salary from time to time.

5.3.2 Your annual salary may not be reduced without your consent except through:

- (a) the poor performance process referred to in clause 4.2; or
- (b) an APS Code of Conduct process; or
- (c) formal redeployment to a lower APS classification in accordance with section 23 of the *Public Service Act 1999*.

5.4 Allowances

5.4.1 The CEO may, from time to time, pay you an allowance where you are required to undertake particular activities to meet Centrelink business requirements. The allowances which may be paid subject to Centrelink policy and guidelines are as follows:

- (a) Temporary performance after 4 consecutive weeks in a higher level position;
- (b) First Aid;
- (c) Community Language;
- (d) Departmental Liaison;
- (e) Overtime Meal; and
- (f) Motor Vehicle (kilometre allowance).

5.4.2 Payment of any other allowances will be as specified in Schedule 1. You are not entitled to the payment of any allowances unless provided for in this Agreement.

5.5 Shift penalties

5.5.1 If you work in a recognised shift environment, the CEO may consider the payment arrangements for shift penalties as part of your remuneration package.

5.6 Overtime

5.6.1 Overtime will be paid in accordance with Centrelink's policy and guidelines on overtime.

5.7 Travel

5.7.1 Your travel will be in accordance with Centrelink's policy and guidelines on Centrelink employees travelling on official business.

5.8 Salary for superannuation purposes

5.8.1 Except where a higher rate is maintained in accordance with the rules of your scheme, your salary for all superannuation purposes is the salary and allowances specified in Schedule 1 and varied from time to time as specified in clauses 5.2 and/or 5.3.

5.9 Home garaging of Commonwealth Motor Vehicle

- 5.9.1 If you home garage a Centrelink motor vehicle you are required to pay an employee contribution. All other requirements are contained in Centrelink's policy and guidelines on the home garaging of a Commonwealth motor vehicle.

5.10 Remuneration packaging

- 5.10.1 In accordance with Centrelink's policy and guidelines on remuneration packaging, you may receive a non-monetary benefit. The cost to Centrelink of providing that benefit, including Fringe Benefits Tax, will be deducted before calculating your monetary salary.
- 5.10.2 Remuneration packaging will not affect your salary for superannuation purposes.

6 LEAVE

6.1 General conditions

- 6.1.1 The CEO may determine all matters relating to all leave.
- 6.1.2 Unpaid leave and absences:
- (a) reduce recreation leave and personal leave credits; and
 - (b) do not count as service for recreation leave, personal leave and long service leave purposes.
- 6.1.3 In this part, reference to your family includes your partner without discrimination to sexual preference.

6.2 Recreation leave

- 6.2.1 Your recreation leave accrual of four weeks per year will be credited monthly, in arrears, and any credit not used will accumulate subject to the maximum limit specified in clause 6.2.4.
- 6.2.2 If you work part time your accrual will be proportionate to the number of hours you work.
- 6.2.3 You must use at least two weeks of full pay recreation leave in each calendar year, where credits are available.
- 6.2.4 Your maximum credit of recreation leave will be 367.5 hours at any point in time. Transitional arrangements are contained in Centrelink's policy and guidelines.
- 6.2.5 You may use available recreation leave credits at full or half-pay rates subject to approval by the CEO.

6.3 Purchased leave

- 6.3.1 In accordance with Centrelink's policy and guidelines on purchased leave, you may request to purchase leave without pay to count as service of up to four weeks per calendar year.
- 6.3.2 Purchased leave will be funded by salary deductions from your pay.

6.4 Personal leave

- 6.4.1 Your personal leave accrual of four weeks per year will be credited monthly, in advance, and any credit not used will accumulate.
- (a) Transitional arrangements for existing employees who have a credit in 2005 will apply from 1 January 2006 and details are contained in the Guidelines.
 - (b) If you transfer from another Australian Government Department or Agency the details of the transitional arrangements are contained in Centrelink's policy and guidelines.
- 6.4.2 If you have an injury or disease determined under the *Veterans' Entitlement Act 1986* to be war or defence caused you are entitled to an additional one-off credit of 18 weeks of personal leave.
- 6.4.3 If your employment is terminated on invalidity grounds in accordance with relevant Superannuation legislation, and you are subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976*, you will be credited with personal leave equal to the balance of personal leave credits at the time of termination of employment.
- 6.4.4 Your personal leave will cover:
- (a) personal leave (sick): where you are unfit for duty due to illness or injury or attend a medical appointment;
 - (b) personal leave (carers'): to care for your family or other persons who are ill or injured and who require care and for whom you have primary caring responsibility;
 - (c) personal leave (fostering): to attend to short term personal requirements associated with fostering a child; or
 - (d) personal leave (emergency): for emergency reasons considered appropriate.
- 6.4.5 Once you have had five absences on personal leave without providing suitable evidence within a calendar year, suitable evidence must be provided to support any further grants of paid personal leave in that calendar year.
- 6.4.6 The CEO may grant available paid personal leave if you are medically unfit for one day or more while on unpaid maternity leave, recreation leave or long service leave and you produce suitable medical evidence. Recreation leave and long service leave will be re-credited to the extent of the period of personal leave granted.

6.5 Parental leave

- 6.5.1 You are eligible for parental leave where you are the father of, or have accepted parental responsibility for the care of, your partner's child.
- 6.5.2 You will be entitled to access up to two weeks of personal leave as parental leave to be taken within the period commencing the week prior to the expected date of birth and concluding six weeks after the date of birth of the child.

6.6 Portability of accrued recreation and personal leave

6.6.1 If you have moved to Centrelink from another agency staffed under the *Public Service Act 1999*, *Parliamentary Service Act 1999*, or from the Australian Capital Territory Government Service accrued recreation and personal leave (however defined in your former agency) will be transferred, providing there is no break in continuity of service.

6.7 Miscellaneous leave

6.7.1 Miscellaneous leave in accordance with Centrelink's policy and guidelines on miscellaneous leave may be granted to you on application as:

- (a) with or without pay; and
- (b) to count or not count as service.

6.8 Support for Defence Reservists

6.8.1 If you are a Defence Reservist you may be granted miscellaneous leave as described below:

- (a) two weeks of miscellaneous leave with pay for attendance at recruit/initial employment training;
- (b) up to four weeks of miscellaneous leave with pay per year to undertake Defence service; and
- (c) miscellaneous leave without pay required for Defence service of which:
 - (i) up to 26 weeks in total counts as service for all purposes; and
 - (ii) in excess of 26 weeks in total counts as service for all purposes except recreation leave accrual.

6.8.2 A Reservist may accumulate and take entitlements under sub-clause 6.8.1 over a two-year period.

6.9 Long service leave

6.9.1 Long service leave will accrue and be credited in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and will not be granted for less than seven continuous calendar days.

6.9.2 Aggregated periods of one day and more of leave not to count as service and unauthorised absences will defer the accrual of long service leave.

6.10 Maternity leave

6.10.1 You are entitled to maternity leave in accordance with section 6(3) of the *Maternity Leave (Commonwealth Employees) Act 1973* and you may elect to have this leave paid at half the normal rate over double the normal period. This will not extend the twelve-week period that counts as service as provided in the *Maternity Leave (Commonwealth Employees) Act 1973*.

6.11 Adoptive leave

- 6.11.1 You may be granted twelve weeks leave if you adopt a child. The leave will be with pay if you have had twelve months of continuous service at the time of the leave. Where both adoptive parents are Centrelink employees, the maximum amount of leave that can be granted between you and your partner is twelve weeks.

6.12 Unauthorised absences

- 6.12.1 If you are absent from duty and the period of absence has not been authorised, the absence will be without pay and will not count as service for any purpose.

6.13 Public holidays

- 6.13.1 You are entitled to national and local public holidays observed by Centrelink in the locality in which you work, unless directed by the CEO to perform work on a public holiday.
- 6.13.2 Centrelink will normally deliver customer service to the public on the additional APS public holiday in December. You may be required to nominate a substitute date to observe this day consistent with Centrelink's policy and guidelines on the Australian Public Service holiday.

7 MANDATORY PROVISIONS

7.1 Anti-discrimination

- 7.1.1 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.

7.2 Dispute avoidance and settlement procedures

- 7.2.1 If there is any dispute arising between you and the Commonwealth under this Agreement, we will attempt to resolve at the workplace level through the procedures outlined in Schedule 9 of the Workplace Relations Regulations.

8 RESIGNATION, RETIREMENT AND TERMINATION

8.1 Resignation and retirement

- 8.1.1 You may resign or retire at any time by giving two weeks notice in writing to your manager.

8.2 Redeployment, redundancy and termination

- 8.2.1 If you are an excess employee, the redeployment and redundancy provisions contained in Centrelink's policy and guidelines on management of excess employees will apply.
- 8.2.2 You may have a right to bring an action under Division 3 of Part VIA of the *Workplace Relations Act 1996* in respect of any termination of employment. This will be your sole right of review in respect of such actions.

SCHEDULE 1 – Remuneration and Individualisation

		Count for Superannuation Purposes	Count for Final Entitlements
Name:		Not Applicable	Not Applicable
Effective Date		Not Applicable	Not Applicable
Annual salary:	\$	Yes	Yes
	\$		

**SIGNATURE PAGE
FOR THE EMPLOYER**

Signed:

Date:

Name in full: **Peter Cotterill**
For and on behalf of the

Position: **Chief Executive Officer**

Witnessed by:

Name in full (printed):

Witnesses address:
.....

THE EMPLOYEE

Signed:

Date:

Name in full:

Address:

Witnessed by:

Name in full (printed):

Witnesses address:
.....