

Department of Finance and Administration Employment Framework

The Department

The Department of Finance and Administration (DOFA) was formed in October 1997 from the previous departments of Finance and Administrative Services. DOFA comprises seven business groups and has prime responsibility for financial management and accountability in the Commonwealth public sector.

The department currently employs approximately 750 employees, excluding casual COMCAR drivers. The department principally operates out of its offices in Canberra but does have a small presence in state capital cities.

The Department currently operates with two certified agreements:

- The Department of Finance and Administration Certified Agreement, and
- The COMCAR certified agreement.

DOFA's Employment Framework

1. *Key Elements*

DOFA's employment framework is governed by principles-based Certified Agreements comprising the following key elements:

- A comprehensive performance management framework that applies equally to all employees in the Department and which provides for regular feedback regarding performance from a range of sources, opportunities for development, mechanisms to recognise and reward competent or superior performance and streamlined processes for dealing with cases of under-performance;
- Capacity for negotiation of AWAs that mirror mechanisms in the CA but which facilitate even greater flexibility for employees and managers to agree individual arrangements that best meet the needs of the employee and the workplace; and
- A high level remuneration committee to ensure that outcomes negotiated under the CA and AWAs for additional remuneration are based on sound principles (increased work value, additional skills and/or responsibilities).

A copy of the Department's Certified Agreement, Performance Management Framework and Terms of Reference for its remuneration committee are enclosed for information.

2. DOFA's approach to agreement Making

DOFA's agreement follows a principles-based approach to workplace relations. In the introduction to the CA the following statement appears:

The Department of Finance and Administration is in the business of advising government on the budget, government accounts and the resource management framework and providing high level administrative services to the APS and members of parliament and their staff.

To do this, we want to be an elite, professional advisory organisation, able to respond effectively to the needs of the government and other clients quickly and flexibly.

In this organisation we need people who want to get things done and to make a difference, working in a key agency at the centre of the business of government. These people are known for their skills, their abilities and their commitment to doing things well - and will be recognised and rewarded accordingly. They do what is needed to achieve agreed results, and have managers who are equipped and able to recognise their commitment in a variety of ways, including through career advancement, performance based bonuses and flexible working arrangements.

This Certified Agreement will provide the tools to help us operate in line with our vision and our Corporate values. It will encourage a stronger, more direct and honest relationship between managers and staff. It is a principles-based document which guides us towards the type of organisation we want to be, not a new set of rules and regulations to prescribe our every action.

The agreement, along with the performance management framework and the flexibilities provided by AWAs have been used as 'building blocks' for the new Department and provide the means for creating a new high performance culture. All employees can participate in performance pay arrangements and over the last two financial years around 95% of DOFA employees have received performance pay.

The agreement places strong emphasis on establishing relationships between managers and employees. Work arrangements that best suit the needs of the local work area and the individuals concerned are encouraged. The prime responsibility for implementing the certified agreement lies with individual managers and their employees.

The ANAO report on Certified Agreements in the APS included a comment on our approach to employee consultation. "Every two months staff are invited to participate in a forum, hosted by the Secretary, to discuss matters relating to any workplace issue. Staff are also encouraged to raise these issues with their managers."

3. How the CA Was Developed

DOFA's Certified Agreement was negotiated with a representative group of DOFA employees under section 170 LK of the Workplace Relations Act 1996. The agreement was certified in early 1998 to nominally expire in 1999. The CPSU and MEAA chose to be bound by the agreement.

The aim of the Certified Agreement is to have employees and managers work collaboratively and in consultation to:

- foster corporate values and objectives;
- enhance a working culture based on high performance, quality outcomes and modern management and work practices;
- promote a performance culture by rewarding good performance, managing poor performance well and encouraging people to achieve their full potential;
- promote self management and flexibility by empowering people at the workplace level to work in a way which best suits them to support a work/private life balance;
- achieve greater efficiency by simplifying administration; and
- provide effective support and assistance to employees and management through transition to the new environment with adequate mechanisms for review.

The CA provided for across the board pay rises in return for agreement to implement a range of mechanisms to improve productivity in the Department.

These mechanisms included:

- A new remuneration and classification system that provided greater flexibility to attract, recruit and retain people in a competitive employment market and comprising three components: a base salary for the relevant classification, a variable component to reflect changed skills and responsibilities and a performance bonus to reward competent and superior performance;
- Flexible working arrangements for employees to be determined at the workplace level;
- A streamlined performance management framework that promoted ongoing learning and the development of higher levels of skills and expertise, recognised and rewarded through annual performance bonuses; and
- Rationalisation of a multitude of previous categories of leave into three types (Annual, Personal and Miscellaneous) thereby providing greater flexibility for employees to balance work and private lives without diminishing the level of benefit and generating savings for the Department through fewer transactions to process.

4. Impact on Productivity

In accordance with Government policy, DOFA's employment framework aims to improve the capacity of the organisation to deliver high quality outcomes and to fund any increases in employment benefits from productivity improvements achieved as a result of employee and management initiatives.

DOFA is confident that it has met these aims:

- All pay rises for the initial CA have been met within existing appropriations;
- DOFA has internally funded more than \$7.8m in performance pay over the last two financial years to around 95% of its employees. Details have been published in our Annual Reports; and
- DOFA has linked salary payment and productivity through increases to the skills and responsibilities component of individual's salaries under the CA and AWAs.

5. Impact on Employees Remuneration

As a direct consequence of the Certified Agreement DOFA non-SES employees have received:

- two salary increases of 3% each plus an across the board one-off payment equivalent to 1.25% of base salary; and
- individual performance bonuses to most staff ranging from 2% to 15% of annual salary, depending on assessment rating, for competent or superior performance.

Additionally, salaries for staff covered by the CA have been adjusted on a case by case basis to reflect additional skills and responsibilities. This has resulted in a significant proportion of DOFA's employees receiving substantial increases and reflects their contribution to improved productivity.

6. The future

Our CA is very flexible and after consultation with employees, it is clear that it continues to serve well the needs of DOFA and of employees. In particular:

- while the CA has passed the nominal expiry date, it continues to remain in force and provide a basis for ongoing pay rises to staff;
- there has been no major change to DOFA's business needs which require a different approach;
- there remains untapped flexibility within the agreement;
- DOFA employees have not expressed any significant interest in a new certified agreement;
- there is a cost associated with negotiating another CA;

- there is an increasing level of employees capitalising on the flexibilities offered by AWAs to tailor terms and conditions of employment to their personal circumstances and the needs of their local workplace; and
- DOFA remains competitive in attracting and retaining good staff and the CA does not need to be changed to enhance our relative market position.

In relation to the COMCAR agreement, it was decided that based on the needs of the business and its employees to pursue a different approach. Specifically, we have begun negotiations with a representative group of COMCAR employees for a new certified agreement. The new agreement is being progressed under Section 170LK of the Workplace Relations Act, though relevant unions are represented on the bargaining committee. At this stage it is likely the agreement will cover all COMCAR drivers (including casual drivers).

Summary

The DOFA CA is a flexible agreement which remains relevant and effective well beyond the nominal expiry date. For example, ongoing salary increases are still being provided to staff covered by the CA, through negotiated increases in their skills and responsibilities component and advancement through the broadbanded classification structure, as well as promotion to higher classifications.

DOFA is, and needs to continue to be, an employer of choice. We will continue to monitor and finetune or adjust our employment arrangements wherever necessary to ensure that we are able to attract, recruit, retain and reward the high quality people essential for our business success. At present, the current arrangements are very effective for DOFA in meeting these needs.

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Department of Finance and Administration - Certified Agreement

1997-1999

Part A

Introduction

The Department of Finance and Administration is in the business of advising government on the budget, government accounts and the resource management framework and providing high level administrative services to the APS and members of parliament and their staff.

To do this, we want to be an elite, professional advisory organisation, able to respond effectively to the needs of the government and other clients quickly and flexibly.

In this organisation we need people who want to get things done and to make a difference, working in a key agency at the centre of the business of government. These people are known for their skills, their abilities and their commitment to doing things well - and will be recognised and rewarded accordingly. They do what is needed to achieve agreed results, and have managers who are equipped and able to recognise their commitment in a variety of ways, including through career advancement, performance based bonuses and flexible working arrangements.

This Certified Agreement will provide the tools to help us operate in line with our vision and our Corporate values. It will encourage a stronger, more direct and honest relationship between managers and staff. It is a principles-based document which guides us towards the type of organisation we want to be, not a new set of rules and regulations to prescribe our every action.

The major elements of this agreement are:

- ◆ a new performance management framework for all staff:
 - ◇ including access to performance pay of up to 15% for all staff;
- ◆ a three level broadbanded structure for Finance and Administration:
 - ◇ with a guarantee of no salary detriment on translation to the new broadbands;

- ◆ greater flexibility in tailoring individual working arrangements at a work unit level;
- ◆ more proactive career management through implementation of the Skills and Performance Project;
- ◆ streamlining of leave, allowances and flex-time; and cashing out of higher duties allowance and overtime:
 - ◇ including the ability to access annual leave on a half-pay basis and to cash out one week's leave;
- ◆ management flexibility in hiring and deployment of staff:
 - ◇ with the retention of current redundancy provisions;
- ◆ a one-off bonus on certification of 1.25% of salary;
- ◆ an across the board pay rise of 3% per annum over the life of the Agreement, subject to full implementation of the package; and
- ◆ folding senior officer expense allowance into salary, including for superannuation purposes.

Principles and Objectives

The Principles and Objectives of this Agreement are such that the employer and employees agree to work collaboratively and in consultation to:

- ◆ foster corporate values and objectives
- ◆ enhance a working culture based on high performance, quality outcomes and modern management and work practices
- ◆ promote a performance culture by rewarding good performance and managing poor performance well and encouraging people to achieve their full potential
- ◆ promote self management and flexibility by empowering people at the workplace level to work in a way which best suits them to support a work/private life balance
- ◆ achieve greater efficiency by simplifying administration
- ◆ provide effective support and assistance to employees and management through transition to the new environment with adequate mechanisms for review.

1 The Performance Management System

1.1 The new Performance Management System for all employees will be implemented from 1997-98 in accordance with the Department's *Performance Management Guidelines*. The Performance Management System applies from 1 July 1997.

1.2 Performance management is an ongoing process in which each staff member and their manager agree on the key performance areas, plan job goals for the period ahead, prepare personal

development plans, and discuss performance on a regular basis. It is integrated with our organisational planning processes and is in alignment with and supported by other Human Resources policies and procedures, including our strategic approach to Human Resource Development.

1.3 Performance assessments will be conducted through ongoing management processes, including regular feedback.

1.4 Performance against the agreed key performance areas is assessed by the manager and rated using the following scale (see Appendix B of the *Performance Management Guidelines* for more detail):

◆ **Superior** (Score = 7.1 - 10)

◇ Consistently demonstrates performance which significantly exceeds expectations and agreed results;

◇ Demonstrates a high level of professionalism and judgement in making a significant contribution to Organisational objectives. A superior rating indicates that the employee has achieved excellent to outstanding results by substantially exceeding standard work requirements against at least half of the significant responsibilities, and fully meeting all others.

◆ **Competent** (Score = 5.1 - 7)

◇ Performs consistently well assessed against expectations and agreed results;

◇ Displays excellent qualities on occasion and good dependable performance at all other times;

◇ Has made a solid contribution to Organisational objectives;

◇ This level of performance indicates that the employee has clearly met standard work requirements, and may have achieved superior results against one or two responsibilities.

◆ **Borderline** (Score = 3.6 - 5)

◇ Fundamental job requirements are barely met and overall performance barely meeting expectations and agreed results;

◇ This level of performance indicates that the employee has only achieved marginal results against several responsibilities delivering poor results against one or two significant responsibilities.

◆ **Unsatisfactory** (Score = 0 - 3.5)

◇ Fundamental job requirements are inconsistently met and overall performance fails to meet expectations and agreed results;

◇ This level of performance indicates that the employee has failed to deliver acceptable results against several responsibilities or by delivering poor results against several significant responsibilities.

1.5 This rating is based on an assessment of an individual's performance and her/his performance agreement. The agreement should reflect what is currently achievable for that individual, taking

into account any contributing factors, for example, personal circumstances, part-time hours, and graduated return to work following an illness.

1.6 Performance Pay

1.6.1 A performance bonus will be payable to those staff who are rated at the Competent or Superior levels. There will be no quota applied to the assessment of performance and the payment of performance pay.

1.6.2 A minimum bonus will be paid on a straight-line scale between fixed points of 2% and 15% of salary, as set out in Schedule 2. The bonus rates payable each year between the two fixed points may be varied upwards at the Secretary's discretion, subject to consistency of application across the Department.

1.6.3 Performance bonuses are payable annually to employees on completion of the business cycle (which in most cases will coincide with the end of the financial year).

1.6.4 Pro-rata performance bonuses may be paid:

- ◆ to current employees who have taken an aggregate of more than 12 weeks paid leave during the performance appraisal period, or to employees who have taken an aggregate of more than 4 weeks leave without pay, or any combination of leave with a total aggregate of more than 12 weeks;
- ◆ to employees who have been engaged by the Department during the business cycle; and
- ◆ to former employees where they have departed by management initiative or for development purposes agreed in advance as part of the employee's performance agreement.

1.6.5 Performance bonuses will be paid at the end of the business cycle.

1.7 Managing Underperformance

1.7.1 As noted in the *Performance Management Guidelines*, where overall performance is assessed as '**borderline**' the manager will advise that staff member that:

- ◆ performance improvement is required;
- ◆ a specific and agreed set of improvement objectives aimed at achieving a Competent rating at the end of the next six months will be formulated;
- ◆ if adequate progress against these objectives has not been made by the end of this six month period to achieve a competent rating, the employee's performance will be deemed to be Unsatisfactory, and they will be placed on a formal 3 month Performance Improvement Plan.

1.7.2 Where overall performance is assessed as '**unsatisfactory**' the manager will negotiate a formal 3 month Performance Improvement Plan.

- ◆ The plan will be documented and describe specific work outputs and standards that are to be achieved during the period of the plan:

- ◇ Options to improve performance may include training, coaching or alternative placements based on a match of skills;

◇ The development of the plan and progress against it will be reviewed on a regular basis by an independent assessing officer, who must be from outside the immediate work area .

◆ At the end of the 3 month period:

◇ If adequate progress against these objectives is made by the end of this three month period to achieve a competent rating in line with the agreed Performance Improvement Plan, the manager and employee will develop a full performance agreement and performance will be monitored quarterly;

◇ If performance remains unsatisfactory against the agreed Performance Improvement Plan, the Secretary will issue a notice of intention to retire the employee. The employee will then have 7 days to show cause why the retirement should not proceed;

◇ The Secretary will consider the comments of the employee and may then issue a notice of retirement, or take some other action, including reducing the employee's salary or transferring the employee. The Secretary will provide reasons to the employee for the decision and advice on appeal and review provisions available to the employee.

1.7.3 At any stage of these processes, employees may choose to be accompanied by a person of their choice for support.

1.8 Training

1.8.1 Training in the use of the new Performance Management system will be a high priority for managers and their staff, in the context of each Business unit's overall approach to implementation.

1.9 Review Processes

1.9.1 Requests for review of performance assessments will be made to the individual's Branch or General Manager in the first instance. If the issue remains unresolved, the Procedures for Preventing and Settling Disputes at Clause 4.16 will apply.

1.10 Consistency

1.10.1 Performance Management facilitators will be trained from each Business Unit to help managers and other employees operate the new system and support broad consistency across the Department. Internal Audit will have a role in providing quality assurance. The Management Board will exercise general oversight.

2 Remuneration Determination Under A Broadbanded Structure

2.1 Definition of the Broadbands

2.1.1 Subject to certification all employees will translate from their existing classification in Column 1 of Schedule 1 to the APS structure as set out in Column 2 of that Schedule. In this regard, the Agreement overrides s29A(3) of the *Public Service Act 1922* .

Previous Classification	APS Structure	Broadbanded Structure	Major Responsibilities
Senior Officer Grades A&B (and equivalents)	Executive Level 2	Finance and Administration Level B (FAB)	Section/team management, business planning, policy development and stakeholder relations
Administrative Service Officers Class 6 - Senior Officer Grade C (and equivalents)	APS Level 6 – Executive Level 1	Finance and Administration Level C (FAC)	Management of projects, research and analysis, team management, stakeholder relations and client liaison
Administrative Service Officer Classes 1 - 5 (and equivalents)	APS Level 1 – APS Level 5	Finance and Administration Level D (FAD)	Research, project management, technical, supervision, skill formation and support and client liaison.

2.2 Remuneration

2.2.1 Under this agreement remuneration consists of three components:

- ◆ a base salary component of an amount equivalent to the bottom salary point of the relevant band;
 - ◇ this is the minimum pay level for the band, reflecting the lowest existing classification included in the band (adjusted to reflect across-the-board salary increases);
- ◆ an amount above the base salary, to reflect the skills the employee brings to the job and the responsibility attached to the job (the "Skills and Responsibilities" component of salary);
 - ◇ the maximum pay level for each band will overlap with the bottom of the next level, as per the attached Schedule 3; and
- ◆ a performance bonus for staff rated competent or superior, consistent with clause 1.6.1.

2.3 Translation to the new broadbanded structure

2.3.1 Upon translation to the new structure, current employees will receive a floor below which their future salary will not fall except in accordance with clauses 2.4.7 and 2.5.2. The floor will constitute:

- ◆ current substantive salary;
- ◆ the amount of the Senior Officer Expense Allowance (where applicable);
- ◆ the initial 3% pay increase payable to all staff under this Agreement (as detailed in Schedule 3).

2.3.2 Where employees have been acting in a higher (more demanding) position and will be required to undertake that work on an ongoing basis, their floor may be translated at the higher level, at the discretion of the General Manager;

- ◆ an employee who, at the time of translation, is acting in a position that would fall into a higher band, will not be automatically promoted to that band.

2.3.3 Where an employee is in the process of being promoted at the date of transition, in accordance with selection procedures in force immediately prior to certification of this Agreement, their floor will be paid at the higher level from the date of effect of the promotion.

2.3.4 This floor will be further adjusted by 3% on 1 July 1998.

2.3.5 Where in the absence of this Agreement an employee would have received a salary increment prior to the first salary review (by virtue of his or her manager's assessment of their performance) that increment will be included in the salary floor on a pro rata basis at the time of translation.

2.3.6 At the time of translation, other exceptional circumstances (eg an inescapable requirement for regular after hours work, not suitable for recognition through time off in lieu) may be taken into account in determining the skills and responsibilities component of salary, subject to General Manager's approval. This adjustment does not constitute a movement in an employee's salary floor, and would be subject to annual salary review.

2.3.7 New employees of the Department may negotiate a salary floor at the time of their engagement, otherwise it will be the base of the band.

2.3.8 An employee engaged by the Department to carry out the functions specified in the Work Level Standards for the APS Public Affairs Officer Structure will be subject to the provisions of Attachment A.

2.3.9 A team will be established within the Human Resources and Planning Branch to address any grievances employees may have arising out of the translation process.

2.4 Salary movement within the bands

2.4.1 Management will seek to match people to jobs to ensure effective use of their skills and experience, and provide for changes in salary to reflect developing skills and experience, as well as their increasing levels of responsibility.

2.4.2 In setting the skills and responsibilities component of salary specific account will be taken of:

- ◆ the complexity and responsibility of the work to be done;
- ◆ the nature and extent of relevant skills and experience brought to the job by the person doing it;
 - ◇ including the individual's performance over the previous performance cycle;
- ◆ market factors; and
- ◆ available guidance material (such as work level standards, benchmark job descriptions).

2.4.3 There will be no fixed increments within bands. An annual review of the skills and responsibility component of salary received by each employee will be undertaken by managers, in consultation with the employee, with adjustments to this component of salary subject to the approval of the relevant Branch/General Manager.

2.4.4 The normal annual salary review will take place after the performance appraisal. If substantial and unexpected changes to work requirements occur during the year or if otherwise agreed by the relevant General Manager, a salary review may be undertaken prior to this.

2.4.5 Movement within a band under this Agreement automatically reclassifies employees through the relevant APS levels (see Schedule 1).

2.4.6 A Finance and Administration Level D employee will have their salary floor moved to \$35,000 per annum when their own total salary rises above that amount.

2.4.7 An employee's salary floor shall not be reduced other than by mutual agreement, or as a result of 'unsatisfactory' performance consistent with Clause 1.7.2.

2.5 Movement between bands

2.5.1 Movement from one band to a higher band constitutes promotion. Promotion will be through a competitive, merit based, selection process.

- ◆ At the time of their promotion, an employee may negotiate a salary floor, otherwise it will be the base of the band.

2.5.2 Movement from one band to a lower band may occur by mutual agreement or as a result of 'unsatisfactory' performance consistent with Clause 1.7.2.

3 Conditions of Employment

3.1 Flexible Working Arrangements

3.1.1 The Department will adopt flexible working arrangements which best reflect the requirements of employees, consistent with corporate values, the Human Resources Strategic Plan, and the delivery of the business plan of each business unit. On this basis, decisions on working arrangements for people will be agreed at the workplace level.

3.1.2 Flexible working arrangements will provide for people to work an average 36 hours and 45 minutes per week, with significant flexibility in relation to hours worked on any particular working day (normally between 7 am and 7 pm, Monday to Friday for the majority of the Department). This will enable business units to make arrangements which best suit their circumstances, including any arrangements for recording or averaging work hours.

3.1.3 Working patterns for the workplace will be agreed between managers and employees. These will be designed to best meet the operating requirements of the business unit and the Department, taking into account the needs of employees.

- ◆ Where arrangements cannot be resolved at the workplace level, General Managers will assist in determining an acceptable arrangement for the business unit.
- ◆ There will be sufficient and reasonable meal and/or rest breaks within and between periods of duty, to be agreed in advance by managers and employees consistent with clause 4.13.1.

3.1.4 Arrangements for time off in lieu will be agreed between managers and employees at the

workplace level. These arrangements should take into account the nature of the occasion and level of inconvenience when additional hours are worked (for example, time worked on a weekend or public holiday).

- ◆ Simple procedures for recording time off in lieu will be developed to meet legal requirements, for example, for workers' compensation purposes.
- ◆ Accrued flex amounts prior to the date of certification of this Agreement will carry over to the new arrangements.

3.1.5 Managers will ensure that employees use time off in lieu within a reasonable timeframe from the date at which it accrues, to be determined at the workplace level.

3.1.6 Management will deploy adequate resources, and design processes and procedures to minimise the requirement for employees to work excess hours. Where this cannot be achieved in the short term, and employees are required to work hours in excess of what they would be reasonably expected to work, they will take time off in lieu. Where excess hours are a significant, regular feature of an employee's work requirements, the skills and responsibility component of salary will be adjusted to take this into account, and reviewed annually.

- ◆ Where regular, unavoidable excess hours have been reflected in the skills and responsibility component of salary, time off in lieu will be reduced accordingly.

3.1.7 Meal allowance will no longer be paid.

3.1.8 Home based work will continue to be available subject to approval of General Managers, and operated in accordance with Departmental guidelines.

3.2 Part-time Work

3.2.1 In line with the Department's desire to allow employees maximum flexibility in their working arrangements while meeting business needs, part-time work arrangements will be available to enable employees to balance work and other commitments.

3.2.2 Employees may initiate proposals for part-time work. Management will not unreasonably oppose requests for part-time work and all employees returning from Parental or Maternity leave will have access to part-time work. Arrangements will be agreed between the employees and their manager which meet the needs of both employees and the Department.

3.2.3 Consistent with the delivery of business plan objectives, managers may employ people on a part-time basis. Where an employee is recruited to work on a part-time basis, the relevant manager may specify the regular working pattern and specified hours of the employee.

3.2.4 Conditions of employment for part-time employees will be those of full-time employees at the appropriate pro-rata rate.

3.2.5 Proposals to vary part-time hours may be initiated by managers or employees, noting that minor variations should be accommodated. Managers and employees may agree to vary specified hours of work, including between part-time and full-time and vice versa. These considerations will be based on the operational needs of the Department and will take into account the personal needs of the employee. No employee will be required to transfer from full-time to part-time hours or to vary existing part-time hours.

3.2.6 A full-time employee who becomes a part-time employee is able to revert to full time hours subject to operational requirements.

3.2.7 No quota shall apply in respect of part time work in the Department.

3.3 Flexible Deployment of Resources

3.3.1 The Department will flexibly deploy resources to meet the developmental needs of employees and the business needs of the Department. The Department will make every effort to achieve this by matching employees' skills and experience to work requirements.

3.3.2 Changing business needs may result in variations in the complexity and/or responsibility of a job. Where this would result in a downward adjustment in the skills and responsibilities component of an employee's salary, the manager will make every effort to augment the responsibilities of the job, or redeploy the employee to another job of equal or higher value, consistent with the skills, experience and performance of the employee. As much notice as possible will be given to the employee.

3.3.3 Where requested by an employee, the Department will seek to facilitate movement to another area of the Department or to another APS agency, with due regard to the operational needs and priorities of the Department. Where departure would compromise the ability of an area to meet immediate work requirements, arrangements will be agreed between the employee and their manager for release within a reasonable timeframe.

3.3.4 The Department will retain access to involuntary retrenchment arrangements and entitlements for employees covering redeployment, retirement and redundancy. The provisions detailed in clause 11 of the *Australian Public Service, General Employment Conditions Award 1995*, with the exception of 11.6.1, will continue to apply.

3.4 Paid Leave Arrangements

3.4.1 Leave arrangements will maximise flexibility and access and be simple to understand and administer. Paid leave will be grouped into three categories: Annual Leave, Personal Leave and Miscellaneous Leave.

3.4.2 Annual Leave provisions will be as follows:

- ◆ 4 weeks full pay per year for personal recreational purposes
 - ◇ accruing daily, with accrued entitlements able to be taken at any time, with the approval of the relevant manager
 - ◇ leave can be taken at full or half pay
 - ◇ employees may choose to cash out one week of leave per year in each year of this Agreement
 - ◇ deeming to be replaced by the requirement for managers to ensure that Employees use an appropriate minimum amount of leave each year
 - ◇ unused leave is paid out on separation from the APS
 - ◇ portability provisions will be in line with the Government's policy parameters.

3.4.3 Personal Leave provisions will be as follows:

- ◆ 3 weeks full pay per year for sick leave and carer's responsibilities
 - ◇ cumulative and available from date of commencement and each subsequent anniversary

- ◇ any arrangements for provision of medical certificates will be determined by managers in advance
- ◇ leave can be taken at full or half pay
- ◇ no cap on the amount of personal leave which can be taken for carers' purposes
- ◇ unused leave is not paid out on separation from the APS
- ◇ portability provisions will be in line with the Government's policy parameters.

3.4.4 Miscellaneous Leave provisions will be as follows:

◆ full pay non-accruing miscellaneous leave may be used, subject to approval by the relevant General Manager and consistent with any Departmental guidelines, for absences including those associated with:

- ◇ Jury Service
- ◇ Defence Force Service
- ◇ State Emergency Services
- ◇ Participation in major international sporting events
- ◇ Approved course of study
- ◇ Bereavement
- ◇ War Service Sick Leave
- ◇ Other special purposes.

3.4.5 New employees recruited directly from another Commonwealth agency shall have their previously accrued credits of annual leave and sick leave (or their equivalents) credited by the Department.

3.4.6 Access to accrued credits of leave for employees, and future entitlements and use of annual leave and sick leave, shall be consistent with the above.

3.5 Leave Without Pay

3.5.1 Leave without pay, including parental and ceremonial leave, will continue to be provided subject to Departmental guidelines.

3.6 Public Holidays

3.6.1 Employees are entitled to such public holidays as are observed by the Australian Public Service ("a public holiday"). If the employee is required to work on a public holiday, the employee may, with the approval of their manager, take time off in lieu consistent with 3.1.4 above.

3.7 Studies Assistance

3.7.1 The Department is committed to:

- ◆ providing opportunities for employees to gain the skills needed to do their jobs;
- ◆ providing appropriate training for employees when work is restructured; and
- ◆ assisting employees to achieve their full potential by supporting private study and attendance at relevant courses and seminars that further the objectives of the Department and its employees.

3.7.2 General Managers will have the authority for approving studies assistance, including leave for study purposes in accordance with Departmental guidelines, within their business unit. This is consistent with the increased emphasis on the role of managers in working with staff to identify development needs and in planning for these skills to be developed.

3.7.3 General Managers will be accountable through their performance agreements for the level of training and development undertaken within their business unit. Flexibility will be provided for managers and employees to determine how to best financially support training and development.

3.8 Remote Localities

3.8.1 Employees in remote localities will continue to have access to all the relevant provisions which refer to remote localities contained in the *Australian Public Service, General Employment Conditions Award 1995* and Public Service Board Determination 1983/10.

3.9 Allowances

3.9.1 Senior Officer Expense Allowance will be rolled into salary at the rate applicable at the date of certification, as reflected in Schedule 3, with the subsequent superannuation costs incurred being met by the Department.

3.9.2 Undertaking short-term higher duties due to absence of a manager (such as on annual leave) will be part and parcel of an employee's ongoing responsibilities, with heavier job responsibilities taken into account in performance assessment. In situations where employees are required to work at a higher level of responsibility for an extended period, this will be reflected in the skills and responsibilities component of salary. Higher Duties Allowance will no longer be paid.

3.9.3 Restriction Allowance will continue to be paid in accordance with the *Australian Public Service, General Employment Conditions Award 1995*, clauses 21.6.1 to 21.6.7.

3.9.4 Other allowances which will be reviewed in consultation with employees during this Agreement include:

- ◇ Temporary Accommodation Allowance
- ◇ First Aid Allowance
- ◇ Motor Vehicle Allowance
- ◇ District Allowance
- ◇ Disturbance Allowance
- ◇ Travel Allowances (including for overseas travel)
- ◇ Allowances associated with removals.

◆ In the interim, provisions of the *Australian Public Service, General Employment Conditions Award 1995* and Public Service Determination 1983/10, as they apply to the above allowances and as amended from time to time, will apply.

3.9.5 Employees required to work overseas will be employed consistent with the Australian Government Overseas Conditions of Service Handbook (Public Service Determination 1994/162) as amended from time to time. This arrangement will be subject to review with a view to reducing/streamlining the administrative processes. In undertaking this review it is understood that there shall be no reduction in the overall benefits applying to the employee as a result of this Agreement. Until such time as an agreement is reached at the conclusion of this review, current conditions shall apply.

3.9.6 The Secretary shall have the discretion to allow additional payments, as necessary, in any case where an employee would be otherwise financially disadvantaged in the performance of their work.

Department of Finance and Administration - Certified Agreement

1997-1999

Part B

4 Employment and General Matters

4.1 Title

4.1.1 This Agreement shall be known as the Department of Finance and Administration Certified Agreement 1997-1999.

4.2 Scope and Application

4.2.1 This Agreement is binding on the Minister for Finance and Administration and all employees of the Department whose employment is regulated by the *Public Service Act 1922* or its successor, other than employees in COMCAR, employees placed on the Staffing Redeployment Unit in accordance with the *DAS Business Sale and Restructuring – Management of Staff Agreement 1996-1998* and the Senior Executive Service.

4.3 Previous Agreements Replaced

4.3.1 This Agreement displaces in its entirety all the terms and provisions of the:

Continuous Improvement in the APS Enterprise Agreement 1995-1996;

DAS (Budget Funded Sub-programs) Agency Bargaining Agreement 1995;

Australian Government Publishing Service Workplace Agreement 1995; and

DAS Removals Workplace Bargaining Agreement 1994-1995.

4.3.2 Any of the terms of the replaced agreement which the parties agree should continue to apply to the employees covered by this Agreement without amendment shall be continued by their inclusion in this Agreement.

4.3.3 This agreement operates to the exclusion of any provisions of the Public Service Act 1922 (including regulations and determinations under the Act) that are prescribed by Regulation 30ZE of the Workplace Relations Regulations.

4.4 Further Agreements

4.4.1 Further certified agreements (CAs) or Australian Workplace Agreements (AWAs) may be made in the life of this Agreement, and will prevail over the terms of this Agreement to the extent of any inconsistency.

4.4.2 Where AWAs are made, they shall either:

(a) operate to the exclusion of this CA; or

(b) incorporate the terms of this CA but prevail over those terms to the extent of any inconsistency as specified in each AWA.

4.5 Agreement to be Comprehensive

4.5.1 It is agreed that this agreement displaces the:

- ◆ *Australian Public Service, General Employment Conditions Award 1995;*
- ◆ *Australian Public Service, Administrative Service Officers (Salaries and Specific Conditions) Award 1995;*
- ◆ *Australian Public Service, General Service Officers (Salaries and Specific Conditions) Award 1995;*
- ◆ *Australian Public Service, Technical Officers (Salaries and Specific Conditions) Award 1995;*
- ◆ *Australian Public Service, Specific Professional Classifications (Salaries and Specific Conditions) Award 1995;*
- ◆ *Australian Public Service, Professional Officers (Salaries and Specific Conditions) Award 1995;*
- ◆ *Australian Public Service, Agency Specific Conditions Award 1995;*
- ◆ *Australian Public Service Home Based Work Interim Award 1994;*
- ◆ *Determinations made under section 82D of the Public Service Act 1922;*

and any otherwise relevant award, as varied from time to time except for provisions of those awards and determinations which continue to apply due to the operation of this Agreement.

4.6 Duration

4.6.2 This Agreement will take effect from the date of certification.

4.6.3 The nominal expiry date of this Agreement is 30 June 1999.

4.6.4 The Employer agrees to enter into consultations with employees on a replacement Agreement no later than 3 months before the nominal expiry date of this Agreement.

4.7 Closed Agreement

4.7.1 This Agreement constitutes a closed agreement in settlement of all matters for its duration. The parties undertake for the life of the agreement that there will be no further claims which would increase labour costs, except where consistent with the terms of this agreement.

4.8 Appeals Against Unfair Dismissals

4.8.1 The only avenue of appeal for employees against unfair dismissals shall be through the unfair dismissal provisions of the *Workplace Relations Act 1996* - Part VIA, Division 3.

This page inserted in Agreement in AIRC – C No. 90001/98, 21 January 1998

4.9 Superannuation

4.9.1 Employees are entitled to superannuation in accordance with the provisions of the:

Superannuation Act 1976;

Superannuation Act 1990; and

Superannuation Productivity Benefit Act 1988.

4.9.2 It is noted that the Government has foreshadowed legislation to establish new arrangements providing Commonwealth civilian employees with greater choice and control over their superannuation savings. It is also noted that the provision of choice would not reduce the remuneration package available to current or future employees as the Government has indicated that it will continue to fund agencies at the existing cost levels of the current schemes.

4.9.3 It is agreed to consider and discuss the impact of the legislative changes when they are being implemented. Consistent with Government policy, it would be the Department's intention not to reduce the remuneration package available to current and future employees as a result of any such legislative changes.

4.10 Long Service Leave

4.10.1 Employees are entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

4.11 Workers' Compensation

4.11.1 Employees are entitled to Workers' Compensation in accordance with the provisions of the *Safety, Rehabilitation and Compensation Act 1988* .

4.12 Maternity Leave

4.12.1 Employees are entitled to Maternity Leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*. Maternity leave can be taken on a half pay basis. Any absence beyond the mandatory 12 weeks will not count as service for any purpose.

4.13 Occupational Health and Safety

4.13.1 The Department is committed to a policy on Occupational Health and Safety (OH&S) which enables effective co-operation between the employer and employees on OH&S matters. The Department's aim under this policy is to create and maintain a safe and healthy working environment and fulfil its responsibilities under the *Occupational Health and Safety (Commonwealth Employment) Act 1991 (OH&S Act)*.

4.14 Merit Protection Act

4.14.1 It is acknowledged that employment is subject to the relevant provisions of the *Merit Protection (Australian Government Employees) Act 1984* .

4.15 Interpretations

"Act"	means the Workplace Relations Act, 1996
"AIRC"	means the Australian Industrial Relations Commission
"APS"	means the Australian Public Service
"APS Agency"	means a Commonwealth Agency staffed under the Public Service Act
"Business units"	the work group reporting to a particular General Manager
"Department"	means the Department of Finance and Administration
"Employer"	means the Secretary on behalf of the Minister for Finance and Administration
"Employee"	means employees employed in the Department and whose employment is covered by this Agreement, whether they are employed on a full-time, part-time or temporary basis
"Part-time employee"	means an employee who works less than 36 ¾ hours per week
"Salary"	the total of the salary base amount plus the amount of the skills and responsibility component as described in 2.2
"Salary for superannuation purposes"	means salary at an employee's last birthday. If an employee's salary subsequently falls for any reason, the highest salary achieved for superannuation purposes will be retained
"SES"	means a staff member engaged within the Senior Executive Service

4.16 Procedures for Preventing and Settling Disputes

4.16.1 Consistent with section 170LT(8) of the Act, the following are the procedures for preventing and settling disputes between the Employer and Employees about matters arising under this Agreement.

4.16.2 The parties will seek to resolve disputes where possible without recourse to third parties.

4.16.3 Without prejudice to either the Employer or to the Employees, the parties to this Agreement must ensure that work continues normally and that work practices shall be in accordance with this agreement.

4.16.4 It is the responsibility of the parties to this Agreement to take reasonable and genuine steps to prevent or settle disputes by internal discussion and, if necessary, by negotiation. In each instance the steps taken shall be timely and appropriate to the early settlement of the particular matters in dispute.

4.16.5 In the event of a dispute, the parties will use the departmental dispute process. This process is outlined in Attachment B, and will include scope for independent mediation.

4.16.6 In the event that the parties are unable to resolve a dispute in a manner consistent with

clause 4.16.5 above, the specific matter or matters in dispute may be referred to the Australian Industrial Relations Commission (AIRC).

4.16.7 Unless the parties agree to the contrary, the AIRC shall, in responding to the matter, have regard to whether a party has applied these procedures.

4.17 Consultation

4.17.1 Consistent with the principles and objectives of this Agreement, management and employees will work cooperatively and consultatively to ensure its successful implementation.

4.17.2 Before any decisions are made which affect employees the employer will ensure that employees are provided with adequate information wherever possible and encouraged to participate in the decision making process.

4.17.3 Where guidelines are to be developed or changed management will ensure a framework for consultation and for gaining the support of employees.

4.18 Discrimination Free Workplace

4.18.1 The parties agree to actively promote a discrimination free workplace as provided for in 'The Diversity Program 1997-2000'.

4.19 Supported Wage System

4.19.1 This clause provides for the employment of people with a disability under the Supported Wage System, as per Attachment C.

4.20 Employee Assistance Program (EAP)

4.20.1 Employees will have access to the Department's Employee Assistance Program for personal or work related problems, in accordance with departmental guidelines.

5 Remuneration

5.1 Method of Salary Payment

5.1.1 Employees will have their salary paid fortnightly in arrears by electronic funds transfer to a financial institution account of their choice.

5.1.2 Fortnightly salary will be calculated using the following formula:

$$\text{Fortnightly salary} = \text{Annual Salary} \times 12 \div 313$$

5.1.3 The costs of discretionary payroll deductions from the Employee's salary shall be met by the Employee in accordance with the Department's policies that may apply from time to time.

5.2 Bonus on Certification

5.2.1 On certification of this Agreement, all employees will receive a one-off bonus payment of 1.25% of their salary as at 30 November 1997 paid as a lump sum.

5.3 Salary Increases

5.3.1 On certification of this Agreement a salary increase of 3% is payable with effect from 1 December 1997, in accordance with Schedule 3.

5.3.2 A further salary increase of 3% is payable with effect from the first full pay period commencing on or after 1 July 1998, in accordance with Schedule 3.

5.4 Salary Packaging

5.4.1 The Department will offer salary packaging to employees on the basis that it incurs no cost to the employer and is in accordance with departmental policy.

5.5 Payment on Death

5.5.1 Where an employee dies, or the Secretary has directed 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 they ceased employment otherwise than by death. Payment may be made to dependents or the partner of the former employee or their legal personal representative. If a payment has not been made within twelve months of the former employee's death, it should be paid to the legal personal representative.

This page inserted in Agreement in AIRC – C No. 90001/98, 21 January 1998

Schedule 1**APS Classification Structure**

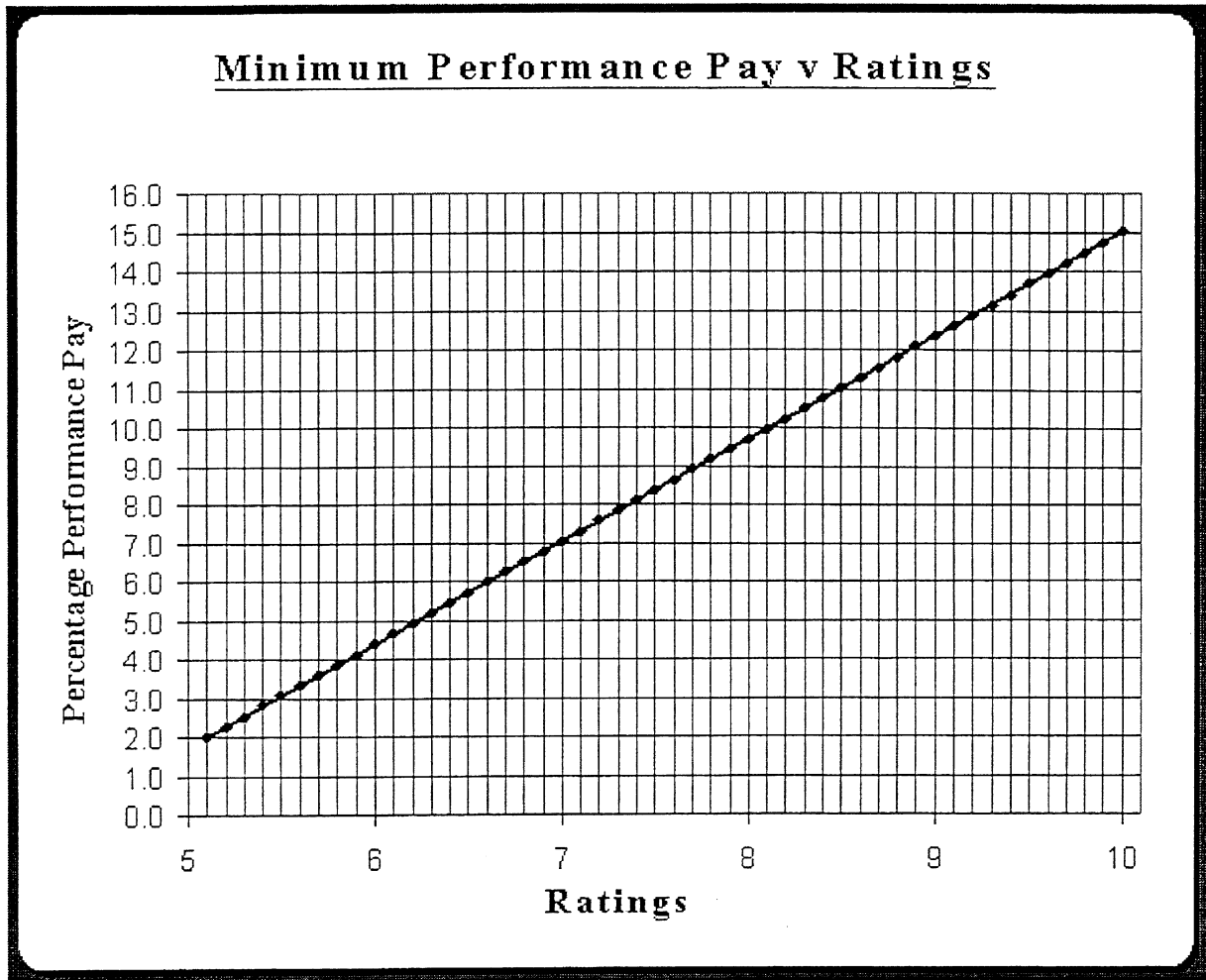
<u>Column One</u>	<u>Column Two</u>
Administrative Services Officer Class 1	APS Level 1
Administrative Services Officer Class 2	APS Level 2
General Service Officer Level 5	
General Service Officer Level 6	
Research Officer Grade 1 (pp 1 – 4)	
Administrative Services Officer Class 3	APS Level 3
General Service Officer Level 7	
General Service Officer Level 8	
Legal 1 (pp 1 – 2)	
Professional Officer 1 (pp 3 – 4)	
Research Officer Grade 1 (pp 5 – 8)	
Administrative Services Officer Class 4	APS Level 4
General Service Officer Level 9	
Legal 1 (pp3)	
Professional Officer Grade 1 (pp5)	
Public Affairs Officer Grade 1 (pp 1-2)	
Administrative Services Officer Class 5	APS Level 5
General Service Officer Level 9	
Legal 1 (pp 4)	
Professional Officer Grade 1 (pp 6 – 7)	
Public Affairs Officer Grade 1 (pp 3 – 4)	
Senior Research Officer Grade 1	
Legal 1 (pp 5 – 7)	
Administrative Services Officer Class 6	APS Level 6
General Service Officer Level 10	
Professional Officer Grade 2	
Public Affairs Officer Grade 2	
Senior Research Officer Grade 2	
Academic Level 2 (pp 1- 5)	
Information Technology Officer Class 2	
Academic Level 2 (pp 6 – 7)	Executive Level 1
Legal 1 (pp 8-10)	
Principal Research Officer	
Public Affairs Officer Grade 3	
Senior Information Technology Officer Grade C	
Senior Officer Grade C	
Senior Officer Technical Grade C	
Senior Professional Officer Grade C	
Academic Level 3	Executive Level 2
Academic Level 4	
Academic Level 5	
Legal 2	
Senior Public Affairs Officer Grade 1	
Senior Public Affairs Officer Grade 2	
Senior Information Technology Officer Grade B	
Senior Officer Grade B	
Senior Officer Technical Grade B	
Senior Professional Officer Grade B	
Senior Officer Grade A	
Senior Officer (Eng & Related) Grade A	

Senior Professional Officer Grade A

This page inserted in Agreement in AIRC – C No. 90001/98, 21 January 1998

Schedule 2

Performance Pay



Minimum Performance Pay for Ratings

<i>Rating</i>	<i>P.Pay (%)</i>	<i>Rating</i>	<i>P.Pay (%)</i>
5.1	2.0	7.6	8.6
5.2	2.3	7.7	8.9
5.3	2.5	7.8	9.2
5.4	2.8	7.9	9.4
5.5	3.1	8	9.7
5.6	3.3	8.1	10.0
5.7	3.6	8.2	10.2
5.8	3.9	8.3	10.5
5.9	4.1	8.4	10.8
6	4.4	8.5	11.0

6.1	4.7	8.6	11.3
6.2	4.9	8.7	11.6
6.3	5.2	8.8	11.8
6.4	5.4	8.9	12.1
6.5	5.7	9	12.3
6.6	6.0	9.1	12.6
6.7	6.2	9.2	12.9
6.8	6.5	9.3	13.1
6.9	6.8	9.4	13.4
7	7.0	9.5	13.7
7.1	7.3	9.6	13.9
7.2	7.6	9.7	14.2
7.3	7.8	9.8	14.5
7.4	8.1	9.9	14.7
7.5	8.4	10	15.0

Schedule 3

Classification and Pay Structure

	Classifications			New Structure	New Structure	APS Classification Structure
	Pay Points Floor for existing employees 29/10/97	Pay Points Roll in SOEA	Translation Pay Points 3% pay rise 1/12/97	Pay Ranges 1/12/97	Pay Ranges 3% pay rise 1/07/98	
	(a) \$	(b) \$	(c) ((b) * 1.03) \$	(d) \$	(e) ((d) * 1.03) \$	
Level D						
ASO1-5 (and equivalents)						
GAA-1	23,381	23,381	24,082	24,000	24,720	APS Level 1
ASO1-1	23,938	23,938	24,656			
GAA-2	24,059	24,059	24,781			
ASO1-2, GAA-3	24,742	24,742	25,484			
ASO1-3, GAA-4	25,412	25,412	26,174			
ASO1-4, GAA-5	26,457	26,457	27,251			
ASO1-5	26,570	26,570	27,367			V
ASO2-1, GAA-6	27,091	27,091	27,904			APS Level 2
ASO2-2, GAA-7, RO1-1	27,837	27,837	28,672			
GSO6-1	28,015	28,015	28,855			
GSO6-2	28,518	28,518	29,374			
ASO2-3, GAA-8, RO1-2	28,568	28,568	29,425			
GSO6-3	28,973	28,973	29,842			
ASO2-4, GAA-9, RO1-3	29,310	29,310	30,189			
GSO6-4	29,427	29,427	30,310			V
ASO2-5, GAA-10, RO1-4	30,042	30,042	30,943			APS Level 3
GSO7-1	30,425	30,425	31,338			
ASO3-1, RO1-5	30,857	30,857	31,783			
GSO7-2	30,987	30,987	31,917			
GSO7-3	31,527	31,527	32,473			
ASO3-2, RO1-6	31,659	31,659	32,609			
GSO7-4	32,199	32,199	33,165			
ASO3-3, RO1-7	32,463	32,463	33,437			
GSO8-1	33,077	33,077	34,069			
ASO3-4, RO1-8, ITO1-1	33,304	33,304	34,303			
GSO8-2	33,697	33,697	34,708			V
GSO8-3	34,343	34,343	35,373			APS Level 4
ASO4-1, RO2-1, ITO1-2	34,391	34,391	35,423			
GSO8-4	35,021	35,021	36,072			
ASO4-2, RO2-2, ITO1-3, PAO1-1	35,485	35,485	36,550			
GSO9-1	35,723	35,723	36,795			
GSO9-2	36,393	36,393	37,485			
ASO4-3, RO2-3, ITO1-4	36,408	36,408	37,500			
GSO9-3	37,091	37,091	38,204			
PAO1-2	37,210	37,210	38,326			
ASO4-4, RO2-4, ITO1-5	37,341	37,341	38,461			V
GSO9-4	37,823	37,823	38,958			APS Level 5
ASO5-1	38,359	38,359	39,510			
GSO9-5	38,611	38,611	39,769			
ASO5-2	39,561	39,561	40,748			
PAO1-3	38,935	38,935	40,103			
GSO9-6	39,643	39,643	40,832			
GSO9-7	40,531	40,531	41,747			
ASO5-3, PAO1-4	40,675	40,675	41,895	42,000	43,260	
				V	V	
				46,000	47,380	V
Level C						
ASO6 - SOC (and equivalents)						
ASO6-1, ITO2-1, GSO10-1	41,430	41,430	42,673	43,000	44,290	APS Level 6
ASO6-2, ITO2-2	42,461	42,461	43,735			
GSO10-2	42,687	42,687	43,968			
PAO2-1	43,155	43,155	44,450			
ASO6-3, ITO2-3	43,624	43,624	44,933			

GSO10-3	43,879	43,879	45,195			
GSO10-4	44,930	44,930	46,278			
PAO2-2	45,551	45,551	46,918			
ASO6-4, ITO2-4	45,817	45,817	47,192			
GSO10-5	46,300	46,300	47,689			
ASO6-5, ITO2-5	47,591	47,591	49,019			
PAO2-3	49,039	49,039	50,510			V
SOC-1, PRO-1, ITOC-1	50,931	53,112	54,705			Executive Level 1
SOC-2, PRO-2, ITOC-2	55,170	57,351	59,072	60,000	61,800	
				V	V	
				66,000	67,980	V
Level B						
SOB - A (and equivalents)						
SOB-1, ITOB-1	57,983	61,257	63,095	63,000	64,890	Executive Level 2
SOB-2, ITOB-2	61,350	64,624	66,563			
SOB-3, ITOB-3	66,175	69,449	71,532			
SOA-1, ITOA-1	68,497	71,771	73,924	74,000	76,220	
				V	V	
				80,000	82,400	V

* All amounts previously paid as leave loading have been rolled into, and as such are included in, the pay points listed above.

* This schedule is indicative of translations at pay points. Other classifications not listed will be translated in the same manner.

Attachment A

Provisions Relating to Clause 2.3.8

This Attachment applies to employees engaged by the Department to carry out the functions specified in the Work Level Standards for the APS Public Affairs Officer Structure. The provisions in this Attachment deal with the particular circumstances arising from the specialist nature of those functions and the related mandatory qualifications.

1. Task Broadening

1.1 The Secretary may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training and are consistent with the APS classification structure and standards, provided that such duties are not designed to promote deskilling.

1.2 An employee will not be required to carry out any duties which are inconsistent with the Secretary's responsibility to provide a safe and healthy working environment.

2. Work Level Standards

2.1 In determining the appropriate classification within the APS structure (and consequently the salary point within the Finance and Administration broadbands), assessment will be against the Work Level Standards (WLS) as varied by agreement from time to time. The WLS will be applied in accordance with APS classification arrangements. Eligibility requirements for these positions are contained in the WLS.

3. Use of Typewriter

3.1 Employees engaged in the functions specified in the WLS referred to in clause 2.1 of this Schedule who, by arrangement with the Department, regularly use their own typewriter, personal computer or VCR for official purposes will be supplied with ribbons, discs or tapes and have their machines or terminals maintained at the expense of the Department. They will, as far as practical, provide adequate locker accommodation for the officer's typewriter or personal computer.

3.2 Employees engaged in photographic functions who, by arrangement with the Department, use their own cameras for official purposes will have equipment maintained at the expense of the Department and the Department will so far as practicable, provide adequate accommodation for the employee's equipment.

Attachment B

Dispute Resolution Procedures

The Department and employees are committed to work cooperatively to resolve disagreements over matters covered by the Certified Agreement as far as is practical at the workplace level. Accordingly, managers and their people commit themselves to:

- ◆ promptly addressing disagreements as they arise in accordance with the procedures set out below;
- ◆ discussing those disagreements in an open and honest way; and
- ◆ seeking to resolve those disagreements wherever possible without recourse to third parties.

The Department and employees agree that work will continue, while people use the procedures outlined below. In instances where a genuine safety issue is involved, employees will not be expected to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved.

Throughout the procedure outlined below, employees may choose to be accompanied by a person of their choice, and a mutually agreed independent mediator may be used at any stage. Where employees choose to be accompanied, or wish to involve a mediator, they will inform their immediate manager and/or the relevant level of management.

It is agreed that where disagreements arise, the following procedure will apply:

- ◆ the employee will discuss the matter with their immediate manager;
- ◆ where the matter may relate to the actions or behaviour of the immediate manager and it would be inappropriate to discuss the matter at that level, the employee may discuss the matter with the next highest level of management;
- ◆ if the matter is not resolved by the above, the persons concerned may arrange for further discussion involving more senior levels of management (including up to General Manager of the relevant business unit) as appropriate;
- ◆ if the matter remains unresolved after the above consultation process has been exhausted, it is agreed that the matter must be referred to a mutually agreed independent mediator for resolution;
 - ◇ the mediator should initially be satisfied that the persons concerned have genuinely undertaken the steps outlined above;
- ◆ if the mediation process proves unsuccessful, then the matter shall be referred to the Departmental Executive for determination;
 - ◇ reports from all parties, including the mediator, should be provided to the Executive for due consideration;
- ◆ should a dispute still exist after mediation and Executive consideration, then either party may complete the resolution process in accordance with Clause 4.16 of this Agreement; and

◆ nothing in the above procedure shall preclude a manager referring the matter to the appropriate level of management in circumstances where that level of management has been by-passed by the employee concerned.

Attachment C

Supported Wage System

Employees eligible for a supported wage

This Attachment defined the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage. In the context of this Attachment, the following definitions will apply:

"Supported Wage System"	means the Commonwealth Government system to promote employment for people who cannot work at full salary because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
"Accredited Assessor"	means a person accredited by the managing unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
"Disability Support Pension"	means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
"Assessment Instrument"	means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility Criteria

Employees covered by this Attachment will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.

This Attachment does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the relevant salary rates under this Agreement, according to the following schedule:

Assessed Capacity	% of Relevant Salary Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Assessment of Capacity

For the purpose of establishing the percentage of the relevant salary rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument.

Lodgement of Assessment Instrument

1. All assessment instruments under the conditions of this Attachment, including the appropriate percentage of the relevant salary rate to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.
2. All assessment instruments shall be agreed and signed by the parties to the assessment.

Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the salary rate only. Employees covered by the provisions of this Attachment will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro rata basis.

Workplace Adjustment

The Department shall take all reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.

Trial Period

1. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Attachment for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
2. During that trial period the assessment of capacity shall be undertaken and the proposed salary rate for a continuing employment relationship shall be determined.
3. The minimum amount payable to the employee during the trial period shall be no less than \$45 per week.
4. Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 1.3.

Developing and Rewarding a Performance Culture

**Performance Management in the
Department of Finance and Administration**

Framework

*Second Edition
November 1998*

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Foreword

This second edition of the Department's performance management framework draws on lessons learned from our experience of DOFA's first performance management cycle, and finetunes other aspects to ensure that the framework remains integral to our organisational objectives of building a high performance organisation.

The key changes include:

- A streamlined framework that is easier to use;
- DOFA Leadership Behaviours as the basis for building a high performance organisation and assessing performance against key responsibilities;
- Replacement of job families and critical success factors;
- A simpler, more flexible performance agreement to facilitate ongoing, constructive discussion;
- Stronger focus on skills and career development; and
- Replacement of the weightings and the 100 point scale.

Introduction

This document provides a performance management framework to drive organisational culture and deliver organisational and individual outcomes. It will help to ensure a consistent approach to performance management across the Department that can be tailored to meet the requirements of individual business areas.

Deliverables of DOFA's performance management framework

Performance management is a process that will deliver:

- the new directions of the organisation; a high performance organisation with strong leadership and communication skills;
- a framework that aligns key business drivers with corporate products, such as recruitment and retention strategies, skills development and leadership programs; and
- greater flexibility of implementation for General Managers.

Performance management will benefit both employees and the Department by:

- aligning individual effort with organisational and Branch business plans;
- encouraging regular feedback on performance;
- monitoring, reviewing and evaluating performance;
- rewarding high performance;
- supporting job and career goals with development strategies; and
- improving working relationships between managers and employees and within Branches and Groups.

The performance management process

The process is an ongoing and cyclical one in which each employee and their manager:

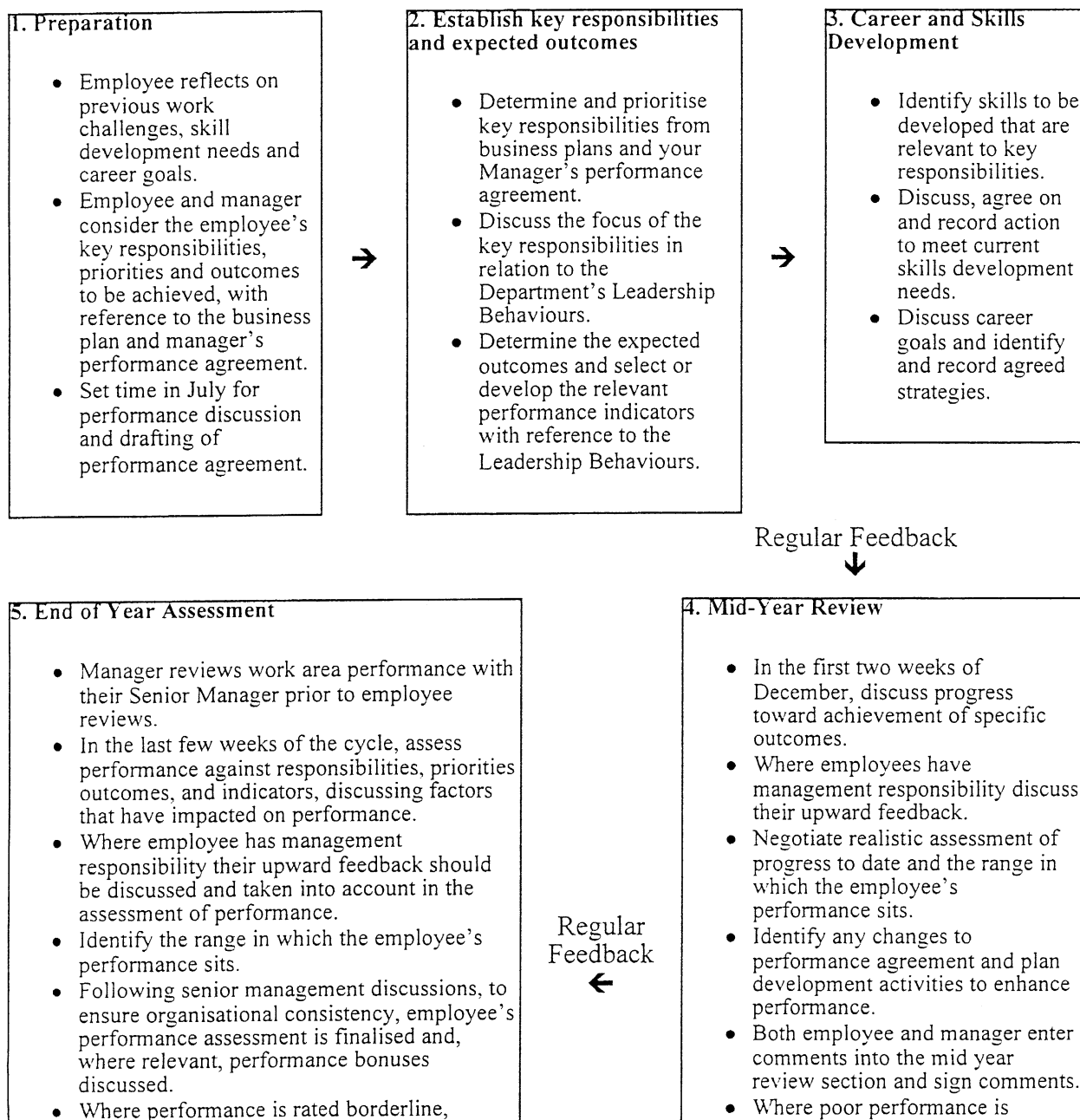
- agree on the employee’s key performance areas;
- identify outcomes for the period ahead;
- determine individual development needs; and
- discuss performance on a regular basis.

Performance agreements are developed on an annual basis for the forthcoming business cycle (which usually coincides with the financial year). Formal reviews of performance take place in the middle and at the end of each year, with regular feedback being provided on an ongoing basis.

Critically, the performance management process is a continuous one and the outcome of one performance management cycle may form the basis of the subsequent agreement.

The key steps in the performance management process are illustrated in the following flow-chart.

Performance Management Flowchart



performance improvement measures are discussed and a more detailed 6-month performance agreement established.

- Where performance is rated unsatisfactory, a formal 3-month Performance Improvement Plan is established.

identified, establish a formal process to improve performance consistent with the Managing Under-Performance Appendix.

Preparing for your performance agreement

When preparing for your performance agreement, take some time to consider your previous job responsibilities and achievements as well as your longer-term career goals.

Participating in the 'Preparing for your performance agreement' questionnaire (see Appendix A) may help to focus your thoughts and prepare for your performance discussion.

Developing your performance agreement

Consider your role, responsibilities and how your performance contributes to the achievement of Branch, Group and overall organisational objectives.

Having spent some time preparing, arrange a time in July for a performance discussion with your manager.

Together with your manager, and with reference to business plans and your manager's performance agreement, discuss expectations and identify your:

- key responsibilities and their importance;
- leadership focus for each key responsibility;
- expected outcomes based on the Leadership Behaviours;
- the skills, knowledge and Leadership Behaviours you will need to develop and strategies to help you achieve them, these could include:
 - coaching;
 - challenging work projects;
 - study;
 - job rotations; and
 - training courses.
- career goals.

Following the discussion, record the agreed details on the performance agreement pro-forma (see Appendix A) and then sign.

Ongoing discussion and feedback

As the year progresses, refer regularly to your agreement to ensure that it continues to reflect your key responsibilities and development priorities. This will help you to monitor your progress, and to prepare for regular discussions with your manager.

While both managers and employees share the responsibility for ongoing and informal feedback, regular, specific meetings provide a good opportunity to raise any issues that may impact on the achievement of key responsibilities. For example, in addition to ongoing feedback, monthly or quarterly meetings may be a good idea to maintain open communication and to allow plenty of opportunity for coaching.

In addition to ongoing upward feedback, where a manager supervises more than three employees, formal upward feedback from those employees is taken into account in assessing the performance of the manager at mid-cycle and end of cycle review.

General Managers determine the process for formal upward feedback. Some options include:

- group feedback face to face with the manager and the manager's manager;
- group feedback to the manager's manager who then provides the feedback to the manager;
- use of a facilitator (eg someone with relevant skills in the Department or an external facilitator); and
- feedback on an individual and face to face basis.

Feedback discussions and written reports are most valuable when they have a constructive focus and identify:

- behaviours of the manager they value and find helpful;
- behaviours they would like the manager to use more to improve team performance; and
- behaviours they would like the manager to use less so as to improve team performance.

Appendix A provides examples of behaviours relevant to the DOFA Leadership Behaviours.

Mid-cycle review

Following on from regular feedback discussions, the mid-cycle review is an opportunity to more formally, and closely, review progress towards achieving agreed outcomes. It is also a good time to discuss any changes to key responsibilities or development needs.

Once you and your manager have agreed on a time to meet, take some time to prepare by reviewing your achievements and identifying any performance or development issues you wish to raise.

Your manager will provide you with clear feedback on your progress in light of overall results against both your key responsibilities as well as demonstration of DOFA Leadership Behaviours.

As part of the mid-year assessment, upwards appraisal is conducted and taken into account where the person being reviewed has management responsibility for three or more employees

After the discussion has taken place, the manager identifies the range within which your performance falls (eg high-competent, mid-competent, low-superior, and so on) and any areas that may require improvement during the next business cycle.

Where overall performance is assessed as 'borderline' or 'unsatisfactory' the manager and employee put in place processes to address under performance (see Managing Under-Performance Appendix C).

End of cycle review

Towards the end of the cycle, a formal review and assessment of achievement of key responsibilities and demonstration of Leadership Behaviours begins.

You and your manager will arrange a time to discuss the assessment, taking into account the need to set aside some time to prepare prior to the meeting. In preparation for the assessment, it is a good idea to review your outcomes, key achievements and progress on skills development.

Prior to the review discussion, managers will have discussed the performance of their work area

with their senior manager. (Branch Managers will have had discussions with General Managers, and General Managers will have had discussions with the Executive.) Where the person being reviewed has management responsibility for three or more employees their upward appraisal is discussed and is also taken into account in the review.

During the discussions, the manager will provide you with clear feedback on overall performance and performance against each of the key responsibilities and outcomes outlined in the performance agreement, taking into account any factors outside the employee's control that may have had a negative impact on performance.

After the discussion has taken place, your manager identifies the range within which your performance falls (eg high-competent, mid-competent, low-superior, and so on) and any areas that may require improvement during the next business cycle.

The ranges are discussed at Branch, Group and Executive level to ensure that:

- assessments are applied consistently across the Department; and
- the outcomes are consistent with the performance of Branches and Groups against their business plans and with the overall performance of the Department.

Following consideration of consistency issues, your manager will then advise you of your final assessment and, where relevant, performance bonuses will be discussed.

Where overall performance is assessed as 'borderline' or 'unsatisfactory' the manager and employee put in place processes to address under-performance (see Managing Under-Performance Appendix C).

Appendix A

Dear _____

Preparing for your Performance Agreement

Over the next few weeks we will meet to consider some important responsibilities that you will undertake over the next 12 months. As we work in a flexible and dynamic organisation, some of these responsibilities may change and our ongoing discussions will reflect and record these changes.

Before our meeting, it would be useful if you could take the time to reflect on and write down the parts of your job that you did well and enjoyed last year. You may also consider the new challenges you would like to take on in the coming year.

The following questions may help in this process.

1. What work over the last 12 months challenged and energised you?

3. My outcomes will be:

4. DOFA Leadership Behaviours I will need to demonstrate are:

5. Further career opportunities I would like in DOFA include:

Manager _____ Date _____ Employee _____ Date _____

Performance Review

Mid Cycle

1. Outcomes achieved:

2. DOFA Leadership Behaviours demonstrated:

Manager _____ Date _____ Employee _____ Date _____

Final Assessment

1. Outcomes achieved:

2. DOFA Leadership Behaviours demonstrated:

Manager _____ Date _____ Employee _____ Date _____

DOFA Leadership Behaviours

Expertise in a particular field

- Demonstrates high level of skill and knowledge in area of expertise
- Understands the linkages and impact of outcomes on other work areas
- Explains complex or specialist information in a manner which can be easily understood
- Effectively promotes DOFA products to customers, stakeholders and colleagues

Creativity

- Develops alternate solutions to meet customer/stakeholder needs
- Adopts a flexible approach consistent with organisational goals
- Looks for and implements better ways of working
- Demonstrates an inquiring mind, tests assumptions

Will to Win

- Is results focus approach
- Accepts personal responsibility for actions
- Adopts a sense of urgency in response to customer/client needs
- Displays a 'can do' approach
- Displays commitment, energy and drive
- Uses corporate direction to inform responsibilities and strategies

Ability to Learn

- Committed to developing and applying new skills
- Applies leading edge thinking to work responsibilities
- Displays willingness to seek, accept and act on feedback
- Shares knowledge with others
- Coaches and contributes to development of team members
- Establishes and utilises internal/external networks
- Anticipates, promotes and adapts to change

People Management

- Effectively manages relationships with customers, stakeholders and colleagues
- Clarifies performance priorities and expectations with employees
- Energises and inspires self and others
- Adjusts personal style to influence others
- Coaches, develops and motivates employees
- Values and utilises the skills of others
- Provides, seeks and acts on feedback
- Informs managers and Executive of relevant issues
- Communicates clearly and effectively orally and in writing
- Supports open communication
- Listens to and acknowledges contributions
- Shares information and ideas

Appendix B

Performance rating descriptions

Superior - Consistently demonstrates performance, which significantly exceeds expectations and agreed results. Demonstrates a high level of professionalism and judgment in making a significant contribution to organisational objectives. A superior rating indicates that the employee has achieved excellent to outstanding results by substantially exceeding standard work requirements against at least half of the significant responsibilities, and fully meeting all others.

Competent - Performs consistently well against expectations and agreed results. Displays excellent qualities on occasion and good dependable performance at all other times. Has made a solid contribution to organisational objectives. This level of performance indicates that the employee has clearly met standard work requirements, and may have achieved superior results against one or two responsibilities.

Borderline - Fundamental job requirements are barely met and overall performance barely meeting expectations and agreed results. This level of performance indicates that the employee has only achieved marginal results against several responsibilities delivering poor results against one or two significant responsibilities.

Unsatisfactory - Fundamental job requirements are inconsistently met and overall performance fails to meet expectations and agreed results. This level of performance indicates that the officer has failed to deliver acceptable results against several responsibilities or has delivered poor results against several significant responsibilities.

Performance ratings

<i>Range</i>	<i>Rating</i>
Superior	7.1 - 10
Competent	5.1 - 7
Borderline	3.6 - 5
Unsatisfactory	0 - 3.5

The minimum performance pay for ratings, is determined in accordance with Schedule 2 of the DOFA Certified Agreement 1997-1999.

Appendix C

Performance Descriptors

These Performance Descriptors based on the Leadership Behaviours have been developed to further assist employees monitor and assess performance. They will be refined in coming months as part of the consultative process. Employees are encouraged to refer to them during the mid term performance review.

Leadership Behaviour	Unsatisfactory	Borderline	Competent	Superior
Expertise in a particular field	<ul style="list-style-type: none"> Doesn't demonstrate skill or knowledge in particular field Doesn't communicate skills and knowledge to others 	<ul style="list-style-type: none"> Has difficulty translating skills and knowledge into quality deliverables Reluctant to share skills and knowledge with others 	<ul style="list-style-type: none"> Demonstrates sound skills and knowledge in area of expertise Shares skills and knowledge with others Understands linkages and impact of outcomes on other work areas 	<ul style="list-style-type: none"> Demonstrates high level of skills and knowledge in area of expertise Skills and knowledge highly regarded by others Coaches and develops others in area of expertise Communicate complex or specialist information clearly to wide audiences
Creativity	<ul style="list-style-type: none"> Critical of new 	<ul style="list-style-type: none"> Tackles tasks 	<ul style="list-style-type: none"> Develops 	<ul style="list-style-type: none"> Challenges,

<p>Creativity</p>	<p>ways of working</p> <ul style="list-style-type: none"> • Tunnel visioned approach • Lacks conceptual approach to problem solving • Demonstrates rigidity in thinking and behaviour 	<p>in traditional ways</p> <ul style="list-style-type: none"> • Adopts new approaches when pushed • Cautious in approach to problem solving • Lacks independent judgement 	<p>alternate solutions to problems</p> <ul style="list-style-type: none"> • Tests assumptions • Demonstrates an inquiring mind • Seeks new ways to tackle situations • Adapts thinking and behaviour to situations • Thinks strategically • Stretches the boundaries 	<p>explores and questions the status quo</p> <ul style="list-style-type: none"> • Thinks laterally to generate creative solutions • Tackles issues innovatively • Demonstrates superior reasoning and problem solving • Thinks strategically about higher level outcome
<p>Will to Win</p>	<ul style="list-style-type: none"> • Leaves problems to accumulate • Gives up when confronted by difficulties or complexity • Doesn't complete tasks • Requires close, directive management • Lacks interest and motivation • Lacks pride in work 	<ul style="list-style-type: none"> • Completes assigned tasks under close supervision • Doesn't plan or organise work to meet deadlines • Does the minimum to get by • Lacks judgement in identifying priorities • Not a risk taker • Lacks sense of urgency to complete tasks • Sets comfortable goals 	<ul style="list-style-type: none"> • Beats deadlines • Asks for additional work • Displays a "can do" approach • Able to handle pressure and competing priorities • Responsive to the needs of customers, stakeholders and colleagues • Self monitors work outcomes • Takes responsibility for outcomes • Motivated to succeed and achieve work outcomes • Aims high 	<ul style="list-style-type: none"> • Seeks out new challenges • Takes the initiative in completing tasks • Redefines and expands problems to help achieve solutions • Helps managers deliver quicker responses and turn around • Able to cut through • Achieves high level outcome • Always seeks to raise performance standards higher than expected
<p>Ability to</p>	<ul style="list-style-type: none"> • Avoids or 	<ul style="list-style-type: none"> • Waits for 	<ul style="list-style-type: none"> • Makes and 	<ul style="list-style-type: none"> • Seeks out and

<p>Learn</p>	<p>resists change and performance feedback</p> <ul style="list-style-type: none"> • Blames others for failings in product delivery • Doesn't seek assistance when needed • Doesn't learn or apply new skills • Judgemental in learning situations 	<p>development opportunities to be identified</p> <ul style="list-style-type: none"> • Doesn't transfer new skills to different situations • Avoids feedback 	<p>takes opportunities to grow and learn</p> <ul style="list-style-type: none"> • Takes charge of own development • Learns from experience • Seeks and acts on feedback • Shares knowledge with others • Establishes and utilises internal/external networks • Adapts and adjusts in response to events 	<p>implements better ways of working</p> <ul style="list-style-type: none"> • Seeks new challenges and opportunities • Creates learning environment for self and others • Quick to learn and apply skills and experience to complex situations • Searches out leading edge thinking • Anticipates, promotes and implements change • Challenges own abilities, behaviour and performance
<p>People Management</p>	<ul style="list-style-type: none"> • Disruptive in relationships with others • Doesn't provide feedback • Unwilling to accept feedback • A drain on the performance of others • Doesn't add value to the team • Doesn't develop rapport with others • Has limited communication styles 	<ul style="list-style-type: none"> • Expects others to adjust • Doesn't add value to relationships • Doesn't tune into the needs of others • Requires a lot of energy and time by supervisors and others to stay engaged and constructive • Doesn't volunteer information • Doesn't 	<ul style="list-style-type: none"> • A role model for others • Adjusts personal style to influence others • Values, utilises and acknowledges skills of others • Encourages two way feedback • Clarifies performance expectations with employees • Strong interpersonal skills • Delegates effectively 	<ul style="list-style-type: none"> • Energises and inspires other • Coaches, develops and motivates others • Provides, seek and acts on feedback • Influences others • Handles complex relationships and conflict comfortably • Communicate an exciting an optimistic vision

	<ul style="list-style-type: none"> • Doesn't inform managers of relevant issues • Keeps information to self • Has inadequate oral, written and technological skills 	<p>communicate succinctly and clearly</p> <ul style="list-style-type: none"> • Doesn't communicate to suit the audience or occasion 	<ul style="list-style-type: none"> • Contributes to the development of others • Relates well to others • Supports open communication • Shares information and ideas • Uses all communication mediums effectively • Listens to and acknowledges contributions 	<p>Helps other team member to high achievements</p> <ul style="list-style-type: none"> • Actively encourages and models open communication • Gets to the nu of issues and problems • Articulates directions for colleagues • Explains technical and complex issue clearly to wid audiences
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Performance Profiles

To further assist employees assess performance, some examples of unsatisfactory, borderline, competent and superior performance have been developed. The examples based on the Performance Descriptors reflect the complex mix of behaviours demonstrated at all levels of performance. Individuals frequently will demonstrate behaviours across the rating levels. An individual rated borderline for example may demonstrate behaviours at both the competent or superior levels but demonstrate individual or team behaviours that significantly devalue that performance. The examples below provide variation within rating levels particularly at the borderline and competent levels.

Unsatisfactory

Avoids or resists change or performance feedback, tunnel visioned approach, doesn't complete tasks, waits for development opportunities to be developed, doesn't volunteer information. Has limited communication styles, doesn't inform managers of relevant issues, requires close directive management, does the minimum to get by and lacks pride in work. Expects others to adjust, blames others, disruptive in relations with others, doesn't communicate skills and knowledge to others and completes tasks under close supervision

Borderline

Demonstrates sound skills and knowledge in area of expertise, handles pressure and competing priorities, but critical of new ways of working and demonstrates rigidity in thinking and behaviour. Reluctant to share skills and knowledge and doesn't plan or organise work to meet deadlines yet thinks strategically and seeks out and implements better ways of working. Does the minimum to get by, cautious in approach to problem solving, lacks independent judgement yet relates well to others, values, utilises and acknowledges skills of others. Doesn't develop rapport with others, unwilling to accept feedback yet demonstrates high level of skills and knowledge in area of expertise and an inquiring mind.

Competent

Demonstrates an inquiring mind, takes responsibility for outcomes, shares skills and knowledge

with others, completes tasks yet waits for development opportunities to be developed. Responsive to the needs of customers, stakeholders and colleagues, self monitors work outcomes, makes and takes opportunities to grow and learn, establishes internal and external networks yet tackles tasks in traditional ways. Demonstrates superior reasoning and problem solving, able to handle pressure and competing priorities, asks for additional work, stretches the boundaries yet avoids feedback and doesn't tune into the needs of others. Coaches, develops others and motivates others, delegates effectively, adapts thinking and behaviour to situations, but not a risk taker. Strong interpersonal skills, displays a 'can do' approach, learns from feedback, demonstrates sound skills and knowledge in area of expertise.

Superior

Creates learning environment for self and others, a role model for others, beats deadlines, seeks new challenges, motivated to succeed and achieve work outcomes. Challenges, explores and questions the status quo, tackles issues innovatively, strong interpersonal skills, uses all communication mediums effectively. Demonstrates superior reasoning and problem solving, seeks new ways to tackle situations, able to cut through, supports open communication, adapts and responds in response to events. Skills and knowledge highly regarded by others, pushes managers for responses and turn around, anticipates, promotes and implements change.

Appendix D

Managing under-performance

The managing under-performance framework focuses on outcomes and encourages an approach where managers and employees can work together to deal with under-performance.

In dealing with under-performance, managers should consider the nature of the performance problem. Having considered this, managers may then be able better identify and address the underlying causes. Contributing factors could include:

- difficulty in coping with technological or other work method changes, which might be dealt with in an agreed personal development and training program,
- wilful poor performance, which might be more appropriately dealt with through disciplinary processes.

Where a medical problem might be an underlying factor, the manager should seek advice as to the relationship between the medical condition and the under-performance. If under-performance is substantially due to the medical problem, fitness for duty and OH&S issues should be addressed with the appropriate specialist areas. However, existence of a medical condition does not of itself preclude dealing with the performance issue. If the medical condition is found to be of little or no effect on performance, the manager should proceed with the development of improvement objectives or a Performance Improvement Plan as appropriate.

Borderline performance is defined as:

- Fundamental job requirements are barely met and overall performance barely meets expectations and agreed results;
- This level of performance indicates that the employee has only achieved marginal results against several responsibilities, delivering poor results against one or two significant responsibilities.

Where an employee's overall performance is rated as borderline (a rating of 3.6 to 5), the manager will advise the employee that performance improvement is required. A specific and agreed set of improvement objectives aimed at achieving a rating of competent at the end of the next six months will then be formulated and recorded. The employee may choose to be accompanied by a

person of their choice for support at any stage of these processes.

If adequate progress against these objectives has not been made by the end of the six-month period to achieve a rating of competent, the employee's performance will be deemed unsatisfactory and he/she will be placed on a formal three month Performance Improvement Plan.

Unsatisfactory performance is defined as:

- Fundamental job requirements are inconsistently being met and overall performance fails to meet expectations and agreed results;
- This level of performance indicates that the employee has failed to deliver acceptable results against several responsibilities or has delivered poor results against several significant responsibilities.

Where an employee's overall performance is assessed as unsatisfactory (a rating of 0 to 3.5) or has been deemed unsatisfactory after an earlier rating of borderline, the manager is to negotiate a formal three month Performance Improvement Plan. The employee may choose to be accompanied by a person of their choice for support at any stage of these processes.

An independent assessing officer selected by the General Manager and from outside the immediate work area will be involved in the development and progress of the Plan. The Plan will be documented and will describe specific work outputs and standards that are to be achieved during the period of the Plan

At the end of the three months of the Performance Improvement Plan, the manager must determine whether the employee has achieved a rating of competent or whether his/her performance remains unsatisfactory.

If adequate progress against the objectives of the Plan is made and a rating of competent is achieved, the manager and employee will develop a full performance agreement and performance will be monitored quarterly.

If performance remains unsatisfactory against the agreed Performance Improvement Plan, the manager will advise the Secretary who will issue a notice of intention to retire the employee. The employee will then have 7 days to show cause why the retirement should not proceed.

The Secretary will consider the comments of the employee and may then issue a notice of retirement, or take some other action, including reducing the employee's salary or transferring the employee. The Secretary will provide reasons for the decision to the employee and advice on appeal and review provisions available under the Workplace Relations Act 1996.

The review of actions and decisions relating to the Performance Management Framework is by way of the Procedures for Preventing and Settling Disputes, set out at clause 4.16 of the Certified Agreement.

Appendix E

Other issues

Movement of employees and managers during the cycle

When an employee changes jobs during the cycle they will not be disadvantaged in the performance management process as a result of that change.

When an employee commences in a work area.

When an employee commences in a work area, whether on appointment, promotion, or transfer, a performance agreement is to be developed as soon as possible and preferably within two weeks of commencement.

Where employees participate in developmental programs such as EDS or SWIM, a performance agreement is to be developed as soon as possible and preferably within two weeks of commencement. Employees will be assessed from an overall Departmental perspective, ie on the basis of the outcomes of their participation in the program for the employee and the Department.

Changed responsibilities

Where an employee has a significant change in responsibilities for other than short term periods, it may be appropriate to develop a performance agreement reflecting those changed responsibilities.

When an employee moves work areas within the Department

Prior to an employee leaving a work area, the manager is encouraged to meet with the employee to complete a formal performance review and assessment for work completed to date (similar to a mid-cycle review).

If the employee remains within the Department, the receiving manager is encouraged to consult with the previous manager at the time of the next review (mid-cycle or end of cycle) and take into account the performance assessment for the employee's previous responsibilities (having regard to the length of time of those previous responsibilities).

When there is a change of manager

Prior to leaving the work area the manager is encouraged to meet with employees and complete a formal performance review and assessment for work completed to date (similar to a mid-cycle review).

Performance agreements for employees do not need to be redeveloped with the incoming manager unless there is significant change in job specific responsibilities. If an incoming manager considers that, at the time of the end of cycle review, they have

had insufficient time to accurately assess the performance of employees, the incoming manager is encouraged to consult the previous manager (if possible) and their own immediate manager in considering assessments for the employees.

Workplace diversity

Care is to be taken in developing performance agreements and making performance assessments that the processes are applied equitably and having regard to any special considerations. Agreed job specific responsibilities and outcomes are not to result in indirect discrimination.

Graduated return to work

For employees on graduated return to work after an accident or illness, the performance management process is to be compatible with, and supportive of, their return to work plan and their eventual return to full duties. Cases are approached on a individual basis, with the emphasis on identifying realistic responsibilities and priorities, taking into account the employee's hours of work, their vocational goals and the time frame of the return to work plan.

It may be appropriate for the manager and employee to discuss the framing of the performance

agreement with the relevant rehabilitation officer.

Access to performance agreements

The original performance agreement is retained by the manager in a secure place. It may be made available to the manager's manager, Branch Managers, General Managers and the Executive. It may be required to be produced for audit purposes.

A manager may make their own performance agreement available to their employees for the purpose of developing the employee's performance agreement. Individuals keep a copy of their performance agreement.

Disputes over performance management

The emphasis of the performance management framework is on open and ongoing discussion and agreement.

In the event of disagreement between an employee and their manager on any matter relating to the framework, they are to make every effort to resolve the matter. If it is not resolved, it is to be referred to the manager's manager. If that fails, the matter can be taken up with the Branch Manager and if necessary the General Manager.

If an employee remains dissatisfied with the outcome, the disputes settling procedures of the DOFA Certified Agreement, or relevant AWA are available to employees and managers.

TERMS OF REFERENCE REMUNERATION COMMITTEE

Background

The Remuneration Committee has been in operation since early August 1999. While the members agree that the Committee is proving an effective tool in bedding down philosophies and principles behind our remuneration and employment frameworks, now is a good time to reflect on the role of the Committee and to clarify some pertinent issues.

Role of the Committee

- At present the Committee views –
 - All SES variations;
 - All new AWAs;
 - All formal variations;
 - All informal variations (including the CA and AWAs) – *Note: these are viewed by the Committee as an 'information table' to glance their eyes over;*
 - Other remuneration and employment framework issues as they arise (eg. Superannuation).

Informal and Formal Variations

- **Informal variation**
 - Using the standard 'supplementation clause' in the AWA template for both 'additional benefits' and 'leave', employees can informally vary their AWA. Generally, this flexibility has been used to increase Skills and Responsibility (S&R) and the performance bonus, with Remuneration Committee sign off. However, there is practically no limit as to what could constitute an informal variation (study, SES car, extra leave, increase of base through promotion, etc.).
 - Under the CA, an employee can have their S&R varied with GM and Rem Committee sign off.
- **Formal variation**
 - A formal variation is similar to a new AWA in that it needs to be approved by the OEA. The difference is that a formal variation varies existing part/s of the employee's current AWA, rather than redoing a whole new AWA.