



**Australian Government**

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**Austrade**

**AUSTRALIAN TRADE COMMISSION**

**EMPLOYEE COLLECTIVE AGREEMENT**

**2009 - 2012**

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## **SECTION 1      SCOPE OF THIS AGREEMENT**

### ***Introduction***

#### **Austrade's mission**

Austrade contributes to community wealth by helping more Australians to succeed in export and international business.

Austrade:

- delivers services that help Australian business to initiate, sustain and grow trade and outward investment;
- promotes Australia as an inward investment destination and, with the States and Territories, supports the inflow of productive foreign direct investment;
- administers the [Export Market Development Grants](#) scheme;
- undertakes initiatives designed to improve community awareness of, and commitment to, international trade and investment;
- provides advice to the Australian Government on its trade and investment development activities; and
- delivers consular, passport and other government services at designated overseas locations.

### **1.1      *Parties Bound and Coverage***

This Agreement is made between the Chief Executive Officer (CEO) of Austrade and Austrade employees under s.327 of the *Workplace Relations Act 1996*. It applies to all non-SES APS employees of Austrade engaged under section 22 or 72 of the *Public Service Act 1999*, but does not apply to APS employees in Austrade who are parties to an Australian Workplace Agreement.

### **1.2      *Duration***

This Agreement comes into operation seven (7) days after the date that it is approved by the Workplace Authority.

The nominal expiry date of this Agreement is 30 June 2012.

### **1.3      *Closed Agreement***

From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

## **1.4 Comprehensive Agreement**

This is a comprehensive Agreement which states the terms and conditions of employment of the employees covered by this Agreement. However the terms and conditions applying under Commonwealth law, or implied at common law, continue to apply, except for those prescribed by the Regulations which are overridden to the extent of any inconsistency.

It is agreed that this Agreement operates to the exclusion of Awards.

Other Commonwealth laws concerned with employment, such as (but not limited to) the *Public Service Act 1999*, the *Long Service Leave (Commonwealth Employees) Act 1976*, the *Maternity Leave (Commonwealth Employees) Act 1973*, the *Superannuation Act 1976*, the *Superannuation Act 1990*, the *Superannuation Benefits (Supervisory Mechanisms) Act 1990* and the *Superannuation Productivity Benefit Act 1988*, continue to apply according to their terms.

To maintain the integrity of the Agreement reached between the parties to the Agreement, the parties to the Agreement agree to confer about a relevant matter where:

- any clause in this Agreement is removed;
- a party to the Agreement receives advice that a clause in this Agreement is not enforceable; or
- amendments to legislation or regulations undermine the operation of a clause to this Agreement or make it unenforceable.

## **1.5 Human Resources Management Policies**

Austrade's Human Resources Management Policies support this Agreement and provide information to employees and managers on the administration and application of conditions of service. Existing policies will be amended from time to time and new and additional policies will be developed as the process of simplifying and streamlining administrative arrangements continues.

Any proposed policy changes, other than routine adjustments, will be notified in advance to the Workplace Relations Committee to provide opportunity for consultation. Areas of contention will be tabled for discussion in the Workplace Relations Committee.

For the avoidance of doubt, Austrade Human Resources Management Policies do not form part of this Agreement. Any references to a Human Resources Management Policy in this Agreement are provided for the further information of staff but do not incorporate the terms of that policy into this Agreement.

## **1.6 Authorisation**

The CEO may authorise a person, in writing, to exercise any of the powers or functions of the CEO under this Agreement (other than this power of authorisation) and may do so subject to conditions.

## **1.7 Interpretations and Definitions**

<b>Act:</b>	Means the <i>Public Service Act 1999</i> .
<b>Action:</b>	Includes a refusal or failure to act.
<b>Agreement:</b>	Means the Australian Trade Commission Employee Collective Agreement 2009-2012.
<b>AIRC:</b>	Means the Australian Industrial Relations Commission.
<b>APRA:</b>	Means the Australian Prudential and Regulatory Authority.
<b>APS</b>	Means the Australian Public Service.
<b>APS Award</b>	Means the Australian Public Service Award 1998.
<b>Austrade</b>	Means the body established under the Australian Trade Commission Act 1985.
<b>Casual Employee</b>	Means a non-SES employee engaged by the CEO of Austrade under section 22 (2) (c) or 72 of the Act for duties that are irregular or intermittent.
<b>Employee:</b>	Means a non-SES employee engaged by the CEO of Austrade under section 22 (2) or 72 of the Act in either a full-time or part-time capacity including: <ul style="list-style-type: none"><li>⇒ as an ongoing employee; or</li><li>⇒ as a non-ongoing employee engaged for a specified term or for the duration of a specified task, unless otherwise specified in this Agreement; or</li><li>⇒ as a non-ongoing employee engaged for duties that are irregular or intermittent; or</li><li>⇒ as an ongoing employee on probation, unless otherwise specified in this Agreement.</li></ul>
<b>CEO:</b>	Means the Chief Executive Officer of Austrade, being the Agency Head for the purposes of the Act or the person for the time being directed to perform the duties of the office of the CEO, including a person authorised by the CEO for the purposes of the provision in which the reference occurs.
<b>Immediate family member:</b>	Means a spouse, child, parent, grandparent, grandchild or sibling of the employee or the employee's spouse or de facto spouse.
<b>Child:</b>	Means an adopted child, a step child, an ex-nuptial child or otherwise as defined in the <i>Family Law Act 1975</i> and may include an adult child.

<b>Partner:</b>	Means a spouse, or a person who is living with the employee in a same sex partnership on a bona fide domestic basis but not legally married to the employee.
<b>SES</b>	Means an APS employee who is classified as a Senior Executive Service employee under the APS Classification Rules.
<b>Spouse:</b>	Includes former spouse, de facto spouse and former de facto spouse.

## **SECTION 2 STAFFING STRUCTURE AND REMUNERATION**

### **2.1 Classification Structure**

In accordance with the APS Classification Rules, each Austrade position has an approved APS classification. Austrade’s staffing structure and remuneration arrangements continue to evolve in line with changes in Austrade’s operating requirements.

This Agreement retains the Austrade Performance Level (APL) local designations for APL 1-5 employees. There is no salary advancement between local designations. Payment of the APL 5 salary level is dependent on engagement or assignment to an APL 5 designated position.

### **2.2 Work Value Statements**

Work value statements for each Austrade Performance Level are set out in the Human Resources Management Policy “**Austrade Performance Level Structure (A-based APL 1-5 Employees)**”.

These statements provide clear distinctions between work levels in terms of work difficulty or complexity, responsibilities, accountability and the technical skills and knowledge required at each level.

Alignment with the APS classification structure is as indicated by the table overleaf.

## APS Classification Structure and Austrade Local Designations

APS classification	Austrade Local Designations	Salary rates at 3 July 2008	Salary rates at date of commencement *	Salary rates on 1 July 2010	Salary rates on 1 July 2011
<b>EL 2</b>	<b>APL 5</b> Maximum	\$123,010	\$127,315	\$131,771	\$137,042
	Minimum	\$110,147	\$114,002	\$117,992	\$122,712
	<b>APL 4</b> Maximum	\$105,910	\$109,617	\$113,454	\$117,992
	Minimum <b>APL 4</b>	\$90,881	\$94,062	\$97,354	\$101,248
<b>EL 1</b>	<b>APL 3</b> Maximum	\$87,386	\$90,445	\$93,611	\$97,355
	Minimum <b>APL 3</b>	\$77,686	\$80,405	\$83,219	\$86,548
<b>APS 6</b>	<b>APL 2</b> Maximum	\$72,945	\$75,498	\$78,140	\$81,266
<b>APS 5</b>	Minimum <b>APL 2</b>	\$59,528	\$61,611	\$63,767	\$66,318
<b>APS 4</b>	<b>APL 1</b> Maximum	\$57,239	\$59,242	\$61,315	\$63,768
<b>APS 3</b>	Minimum	\$45,026	\$46,602	\$48,233	\$50,162
<b>APS 2</b>	Maximum	\$43,294	\$44,809	\$46,377	\$48,232
<b>APS 1</b>	Minimum <b>APL 1</b>	\$40,028	\$41,429	\$42,879	\$44,594

\* Salary rates take effect on date of commencement or 3 July 2009, whichever is the later.

### **2.3 Salary Structure**

The salary range for each of the Austrade Performance Levels 1-5 is provided at Appendix A.

An employee's salary on engagement, promotion and assignment of duties (including movement from another APS agency) will generally be at the minimum point of the salary



range of the relevant APS classification. Engagement, promotion and assignment above the minimum pay point may be authorised by the CEO, if justified by the complexity and responsibility of the work and the experience, qualifications and skills of the employee.

The CEO may determine the correct point of the salary range to apply to an employee's salary where the employee has previously been engaged under an Australian Workplace Agreement or employment contract and is now moving onto this Agreement, or to correct any anomaly or misunderstanding that may have occurred.

## **2.4 Salary Advancement**

The assessment of performance takes into consideration all aspects of an individual's performance, including achievement of both quantifiable targets and qualitative objectives.

Adjustment from one pay point to the next is subject to a performance rating of 'fully proficient' or higher and is effective from 1 July each year.

There is no salary advancement from the APL 4 to APL 5 local designation within the APS EL 2 classification. Advancement from APS 2 to APS 3 within the APL 1 designation is subject to a work availability barrier.

Details of these arrangements are contained in the Human Resources Management Policy "**Austrade Performance Level Structure (A-based APL 1-5 Employees)**".

## **2.5 Salary Increases**

Salary increases over the next three years have been agreed in recognition of the productivity improvements that will be implemented during the life of this Agreement.

The salary increases will be paid in three instalments:

- 3.5% increase from the date of commencement of the Agreement or 3 July 2009, whichever is the later;
- 3.5% increase on 1 July 2010; and
- 4% increase on 1 July 2011.

## **2.6 Payment of Salary**

Employees will be paid fortnightly in arrears, based on the following formula:

- fortnightly pay =  $\frac{\text{Annual Salary} \times 12}{313}$

Fortnightly salary will be paid by electronic funds transfer into a financial institution account of the employee's choice.

## **2.7 Engagement for Duties that are Irregular or Intermittent**

Casual employees may be engaged under this Agreement for duties which are irregular or intermittent, to address fluctuating workloads.

Where this occurs, the casual employee will be paid for a minimum of four hours work per shift, regardless of the hours actually worked. Above this minimum, the employee will be paid for each hour that she or he works.

Casual employees' pay for each day of work will be subject to a 20 per cent loading in lieu of recreation leave, personal leave, war service sick leave, jury leave, and public holidays.

Casual employees are not entitled to flextime.

## **2.8 Junior Rates**

Junior rates of pay apply to employees engaged at APS 1 (APL 1) classification aged below 21 years of age. Adult rates apply on attainment of 21 years of age.

Junior rates as a percentage of the APS 1 (APL 1) equivalent adult rate of pay apply as follows:

- under 18 years 60%
- at 18 years 70%
- at 19 years 81%
- at 20 years 91%.

## **2.9 Indigenous Cadet Rates**

Austrade's Indigenous Cadetship Program is run in conjunction with the Commonwealth Government National Indigenous Cadetship Program ("NICP"). Selection is managed by Austrade through the NICP. Cadet rates of pay as a percentage of the APL equivalent adult rate of pay apply as follows:

- practical training at the rate of 100%; and
- full-time study at the rate of 50%.

Junior rates of pay may apply to both practical training and full time study rates for cadets.

Further details of Austrade's participation in the NICP are provided in the Human Resource Management Policy "**National Indigenous Cadetship Program**".

## **2.10 Trainees**

This provision applies to employees undertaking approved traineeships consistent with the *Workplace Relations Act 1996*. The salary level applying to an employee undertaking an approved traineeship shall be the appropriate percentage (as set by the traineeship approving authority in accordance with the provisions of the above Act) of the salary level which would apply to the employee under this Agreement for the work value being performed by the employee, if the employee were not undertaking the traineeship.

## **2.11 Supported Salary Payments for Employees with a Disability**

Supported salary rates and conditions of employment as set out in Appendix B shall apply to an employee with a disability who is eligible for consideration under the supported wage system as defined in Appendix B.

## **2.12 Superannuation**

Employees engaged by Austrade who have existing membership of the Commonwealth Superannuation Scheme or the Public Sector Superannuation (defined benefits) Scheme will continue their membership of that Scheme, subject to the eligibility requirements of the relevant Scheme from time to time.

Austrade offers eligible employees the option of joining the Public Sector Superannuation Accumulation Plan: the “PSSap”. Where superannuation legislation permits, Austrade regards the PSSap as the default fund for employees who do not nominate another approved superannuation fund.

Where an eligible employee nominates another approved superannuation fund, the employer superannuation contribution that will be provided under this Agreement will be at least the minimum required by law or to offset any individual superannuation guarantee shortfall under the terms of the *Superannuation Guarantee (Administration) Act 1992*. Austrade will make employer contributions to other eligible funds based upon the rate of salary (Ordinary Time Earnings) of the employee at the date of operation of this Agreement as determined by law.

The fund to which contributions will be made by Austrade will be any fund to which Austrade agrees to make contributions. Austrade will make contributions to any fund which:

- is a complying superannuation fund and registered with APRA;
- accepts contributions fortnightly via electronic funds transfer; and
- can make satisfactory arrangements to accept payments from Austrade and for information transfer between the payroll and the fund.

Austrade will inform eligible employees of the employer contribution rate to the default fund and to other accumulation plan funds.

## **2.13 Flexibility Arrangements**

To assist in the attraction and retention of staff, the CEO and an individual employee may reach an agreement on specific terms and conditions of employment that are more favourable than the terms and conditions listed in this Agreement.

Any agreement made under this clause will be provided to the relevant employee in writing and a copy will be held with the employee’s personnel records.

## **SECTION 3 PEOPLE**

### **3.1 *Austrade and APS Values and Codes of Conduct***

Ethical conduct contributes significantly to workplace effectiveness and to the standing of Austrade and our employees. In undertaking their duties, employees acknowledge the importance of ethical conduct. Employees will uphold the Austrade Values and APS Values and comply with the APS Code of Conduct. Employees on assignment or posted overseas agree, in addition, to uphold the Austrade Code of Conduct for A-based Staff Overseas.

### **3.2 *Review of Employment Related Actions***

Concerns or grievances arising from actions relating to employment will, wherever possible, be resolved through constructive dialogue between employees and managers in the workplace. Employees are expected to raise issues of concern with their managers as soon as they arise. Managers are expected to respond quickly and generally acknowledge an employee's request within two working days of an employee asking that a matter be discussed.

An employee is also entitled to seek a review of any reviewable APS action that relates to the employee's APS employment under section 33 of the Act. There are limitations on what is a "reviewable APS action". In particular, it is noted that any Austrade action that consists of the termination of an employee's employment is not a reviewable action for the purpose of section 33 of the Act.

An employee may nominate an independent person of their choice to support them throughout the process, if they wish.

The Human Resource Management Policy "Review of Employment Related Actions (APL 1-5 Employees Only)" provides details of the process to be followed by an employee seeking a review of action.

### **3.3 *Valuing Diversity***

The diversity of our workforce is an important business resource. Austrade aims to create an inclusive environment that values and uses the contributions of people of different backgrounds, experiences and perspectives.

Austrade will continue to actively work to prevent and eliminate any discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, consistent with the provisions of the relevant legislation. The conditions regarding the official recognition of de facto relationships for the purposes of conditions of service under this Agreement apply regardless of sexual preference.

### **3.4 *Employee Assistance Program***

Austrade will continue to provide access to an Employee Assistance Program at no cost to employees. The Program provides a confidential, professional counselling service that is

available to employees and their families to help them resolve both personal and work related problems.

Details of the Program are contained in Human Resources Management Policy “**Employee Assistance and Family Support (All Employees)**”.

### **3.5 Family Care Link Service**

Austrade will continue to provide access to the Family Care Link referral service for employees, requiring emergency assistance for childcare or other family support services. The service is available to employees in Australia and to Australia-based employees overseas who require assistance for dependent family members in Australia.

Details of the service are contained in Human Resources Management Policy “**Employee Assistance and Family Support (All Employees)**”.

### **3.6 Support to Employees on Overseas Assignment**

Austrade has developed a package of measures designed to assist an employee undertaking an overseas assignment. Details of these provisions are contained in Human Resources Management Policy “**Overseas Postings and Return to Australia (A-based Employees)**”.

### **3.7 Professional Relocation Assistance**

Austrade will fund a professional relocation service to assist Austrade employees and their families who are relocated within Australia, or on return to Australia from an overseas assignment.

The level of funding will be determined by the CEO, depending on the employee’s family composition and the level of assistance required.

### **3.8 Pre-assignment and Return to Australia Workshops**

Austrade will continue to provide assistance through pre-assignment and return to Australia workshops to assist employees and their families preparing for, or returning from, offshore assignments.

### **3.9 Recognition of Cultural and Religious Days of Significance**

Austrade values the diversity of its employees and promotes a working environment that enables employees to balance work and religious and cultural responsibilities. The CEO and an employee may come to an agreement to substitute any holiday prescribed in clause 5.13.11 of this Agreement for a cultural or religious day of significance to the employee.

### **3.10 Capability Development**

Austrade’s capability development strategy aims to continuously improve organisational capability through the development of a skilled and confident workforce, ready and able to deliver on current and future Austrade needs.

Austrade's capability development strategy includes a comprehensive induction process and, through the Austrade Institute, a wide range of corporate programs that target employees' career development and business needs.

### **3.11 Study Assistance Scheme**

Austrade will continue to support personal development through the studies assistance and scholarship program. Support for study leave and course fees will be provided to approved employees undertaking external study in areas relevant to Austrade.

Relevant areas of study for which applications for study assistance will be considered and the provisions of the scheme are set out in Human Resources Management Policy "**Study Assistance Scheme (All Employees)**".

## **SECTION 4 PERFORMANCE MANAGEMENT**

### **4.1 Encouraging High Performance**

The vision for maintaining a high performing workforce is embodied in our Performance Management framework. Performance agreements reflect the principles of Know, Share, Succeed.

Austrade corporate, operational and individual performance plans are aligned to ensure that individual capabilities and achievement translate to organisational capability and business success.

The Performance Management processes are set out in the Human Resources Policy "**Performance Management (All Employees)**".

### **4.2 Managing Under Performance**

This Agreement maintains Austrade's approach to managing under performance with emphasis on a simple process balanced with procedural fairness principles. The primary aim of this approach continues to be to address and reduce the incidence of under performance and at the same time encourage confidence in Austrade's performance management process.

Under performance may include inability to perform responsibilities, inability to cope with the organisation's change, medical incapacity and/or the inability to develop necessary skills.

The Human Resources Management Policy "**Managing Under Performance (All Employees)**" provides further details.

### **4.3 Managing Misconduct**

Breaches of the APS Code of Conduct will be dealt with under procedures established in accordance with section 15 of the *Public Service Act 1999*.

The Human Resources Management Policy “**Managing Misconduct (A-based Employees)**” provides further details.

#### **4.4 Review of Decisions to Terminate Employment**

The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under the *Workplace Relations Act 1996*; other Commonwealth laws (including the Constitution); and at common law.

Termination of, or a decision to terminate employment, cannot be reviewed under the Austrade process for preventing and settling disputes or review of employment related actions procedures addressed in this Agreement.

Nothing in the Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the *Workplace Relations Act 1996* and the Act.

## **SECTION 5 EMPLOYMENT CONDITIONS**

### **5.1 Overseas Assignments – Conditions of Employment**

The conditions of employment for employees on long-term overseas assignment are set out in the Human Resources Management Policy “**Long Term Overseas Postings – Conditions of Employment (A-based Employees)**”. A summary of these provisions is contained in Austrade’s “**Employment Conditions for Australia-based Employees on Long-term Overseas Assignment**”.

### **5.2 Travel**

All reasonable meal and incidental costs incurred during official travel (domestic and international) are met by Austrade, through the use of a Corporate credit card or on a reimbursement basis.

The Chief Executive Instructions provide details of the class of air travel to be used by employees. The Workplace Relations Committee will be consulted on any proposed changes to those class of air travel provisions.

### **5.3 Short Term Overseas Development Assignment**

Short term overseas development assignments provide opportunities for skill development and overseas experience which are important for high performance in Austrade’s international environment. Austrade will continue to provide employees with opportunities to undertake such assignments.

The Human Resources Management Policy “**Short Term Overseas Assignments (All Employees)**” provides further details.

#### **5.4 Short Term Overseas Operational Assignment**

Short term overseas operational assignments are where employees are required to assume full operational responsibility for either a vacancy or in a support role for a specified period of time to perform specified functions at an overseas location.

The Human Resources Management Policy “Short Term Overseas Assignments (All Employees)” provides further details.

#### **5.5 Standard Hours**

The standard ordinary hours of work of full-time employees covered by this Agreement will be 7½ hours a day, Monday to Friday. For part-time employees, ordinary hours of duty are those agreed in their part-time work agreement. The 5-day work period (Monday to Friday) may vary for employees located overseas, to accord with local conditions.

An employee will not work beyond a maximum of 5 hours without a break of least 30 minutes.

#### **5.6 Span of Hours**

The span of hours during which employees may work standard hours is 7.00 am to 7.00 pm Monday to Friday in Australia, or another 5-day period for employees at an overseas location in line with local conditions. All employees are to agree on their pattern of attendance at work with their manager, to ensure that operational requirements are met.

Where an employee requests to work outside this span of hours for personal reasons, they may do so with the agreement of their manager, provided operational requirements can be satisfied. Any hours worked on this basis will be treated as ordinary hours and will not attract overtime rates.

The span of hours applicable for flextime purposes will be at the discretion of the responsible senior manager, when employees are required to represent Austrade at business events.

#### **5.7 Overtime**

Where necessitated by operational requirements, a manager may direct an employee to work overtime outside standard hours, provided that an employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- any risk to the employee’s health and safety;
- the employee’s personal circumstances including any family responsibilities;
- the needs of the workplace or enterprise;
- the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it;
- whether the additional hours are on a public holiday;
- the number of hours worked by the employee over the four weeks ending immediately before the request to work the additional hours; and





notice given before completion of the employee's last period of ordinary duty.

Payment for such duty will be at double time and will include time spent necessarily travelling to and from duty. The minimum payment will be for two hours.

### **5.9 Shift Work**

This Agreement does not provide for shift penalty payments because Austrade does not intend to introduce shift work during the period of operation of this Agreement.

### **5.10 Relocation Assistance**

Financial assistance provisions will continue to apply to employees subject to relocation within Australia, upon engagement or assignment of duties at the same, higher or lower level.

**Temporary Accommodation Assistance (TAA)** will apply as follows to an employee engaged or re-assigned on or after the date of operation of this Agreement in relation to that employee:

#### **Employees who own, or are purchasing, a home at the pre-transfer location:**

- Upon engagement or permanent re-assignment of duties at the same or higher level, TAA is payable for six months. TAA ceases at the end of six months from the date of commencement of the employee's duties at the new locality, or from the date an employee purchases (date of settlement) a residence at their new locality.

#### **Employees renting at pre-transfer locality:**

- TAA is provided for six months for an employee who is relocated to a higher cost locality. TAA ceases at the end of six months from the date of commencement of duties at the new locality, or from the date an employee purchases (date of settlement) a residence at their new locality. The amount of assistance will be limited to the difference between the TAA that would have applied in the previous locality and that, which would apply in the new locality, taking into account family composition.

**Disturbance allowance** is payable for a single employee. A further amount is payable for employees with a spouse or recognised partner and an additional amount is payable for each dependent child who is a full-time student.

**Purchase cost reimbursement** will be set at a maximum level for each locality for employees relocated on permanent re-assignment. **Sale cost reimbursement** will not be subject to a maximum level.

Further details and amounts payable are contained in the Human Resources Management Policy "**Relocation Assistance (A-based Employees)**".

## **5.11            *Redeployment and Retrenchment***

The procedures for handling redeployment and retrenchment for Austrade employees who become excess to Austrade's operational requirements are described at Appendix C.

Employees who are subject to Austrade's redeployment and retrenchment procedures will be eligible for reimbursement of the cost of professional financial advice, up to the limit specified in the Human Resources Policy "**Redeployment and Retrenchment (A-based Employees)**", after being declared excess and up to one month after separation from Austrade.

## **5.12            *Allowances***

### **5.12.1        *Temporary Duties***

An employee directed to perform work at a higher Austrade Performance Level for periods in excess of 10 continuous working days will be paid at a higher rate for the entire continuous period.

An employee directed to perform all the duties of a higher level, will be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if they were promoted to the higher level position. The CEO may determine an alternative amount when partial performance is directed or when the employee is performing the duties of a position at SES level.

Where any work is performed at a higher work value level for periods of 10 days or less the work will be taken into account in an employee's annual performance and salary review.

### **5.12.2        *First Aid Allowance***

An employee who possesses a current first aid certificate and who is appointed as a First Aid Officer to undertake first aid responsibilities within Austrade will be paid an allowance relevant to their first aid qualifications as set out in Human Resources Management Policy "**Allowances (A-based Employees)**".

### **5.12.3        *Fire Warden Allowance***

An employee who is appointed as a fire warden will be paid an allowance for each fortnight of the appointment as set out in Human Resources Management Policy "**Allowances (A-based Employees)**".

### **5.12.4        *Liaison Officer Allowance***

An employee who is appointed as a Liaison Officer in the office of the Minister responsible for Austrade will be paid an annual allowance as set out in Human Resources Management Policy "**Allowances (A-based Employees)**".

### **5.12.5 Motor Vehicle Allowance**

Where the CEO considers that it will be more efficient or less expensive, employees can be authorised to use a private car owned by the employee or hired by the employee at Austrade expense for official travel. Where so authorised, an employee who uses their private car for official travel will be entitled to a motor vehicle allowance.

The motor vehicle allowances applicable within Australia and at overseas locations are outlined in the Human Resources Management Policy “**Allowances (A-based Employees)**”.

### **5.12.6 Language Proficiency Allowance**

Language Proficiency Allowance will be paid fortnightly to an employee at a rate commensurate with the level achieved in an officially recognised language test. The allowance will be payable where the use of the language in which the employee has a qualification is a requirement for the performance of their duties. Rates payable are detailed in the Human Resources Management Policy “**Allowances (A-based Employees)**”.

## **5.13 Leave Provisions**

Employees requiring leave for less than one normal working day will be generally encouraged to access their flextime credits or agree with their manager to make up the period of absence.

Relevant details on the administration of annual and personal leave for employees are contained in the Human Resources Management Policies “**Annual Leave, Public Holidays and End of Year Leave Arrangements (A-based Employees)**” and “**Personal Leave (A-based Employees)**”.

### **5.13.1 Annual Leave**

#### **Accrual, approval and cancellation**

Employees other than casual employees are entitled to accrue 20 days paid annual leave for each year of service. Employees have access to annual leave entitlements as they accrue.

Pro rata adjustments will be made for periods of leave without pay not to count as service.

The CEO may approve an application by an employee for annual leave up to the employee’s maximum accrued credit. Annual leave granted by the CEO counts as service for all purposes.

Part-time employees accrue annual leave on a pro rata basis. Leave is accrued for the nominal number of weekly hours over the accrual period. Annual leave granted is deducted from leave accrued on an hour-for-hour basis with no salary variation.

Full-time employees are encouraged to take at least 30 days annual leave over two calendar years. Part-time employees are expected to take a commensurate period of leave calculated on a pro rata basis.

Where a public holiday occurs while an employee is on a period of annual leave, the public holiday is not deducted from the employee's annual leave credit.

Where an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to work from leave, the employee will be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under insurance or from any other source.

### **Direction to Take Leave**

On 1 February in each year, any employee who has credited annual leave of more than 8 weeks (pro rata for a part-time employee) may be directed to take an amount of annual leave equal to up to a quarter of the employee's total annual leave credit at the time the direction is given. Purchased leave is not included for the purpose of this provision.

Such an employee will not be required to attend for work for that period and they will receive their annual leave entitlement for the period for which they have been directed to take annual leave. The employee will be regarded as being on annual leave for all purposes during that period.

As an alternative to being directed to take leave, the employee may request, in writing, to cash out their excess credits. The maximum amount of excess leave that can be cashed out is 2 weeks in any 12 month period, provided the balance of accrued leave remaining is at least 4 weeks. Payment will be made at the rate prescribed by legislation.

### **Payment on Termination of Employment**

Accrued annual leave will be paid out on termination of employment, less adjustment if necessary for periods not to count as service. Payment in lieu of accrued leave on termination of employment will include allowances payable in Australia which would have been payable for the period if the employee had accessed the accrued leave.

### **Death of an Employee**

Where an employee dies or the CEO has reason to believe the employee has died on a certain date, the CEO may authorise the payment in lieu of any accrued annual leave to the former employee's partner, dependants or legal personal representative. If a payment has not been made within 12 months of the former employee's death, it should be paid to the legal personal representative. Any such payment may be reduced by the amount of any monies owed to Austrade by the former employee.

### **5.13.2 *Christmas/New Year Leave Arrangements***

As an international organisation, it is necessary for Austrade to continue essential operations over the Christmas/New Year period.

Employees based in Australia over this period will be reduced to the minimum level necessary to meet essential operational requirements.

Staffing will be arranged primarily on a volunteer basis. Where operational requirements cannot be met on this basis, employees may be requested to work, including on the public holidays falling in the Christmas/New Year period. Where an employee other than a casual

employee is requested to work on any of the public holidays falling in the Christmas/New Year period, the employee may refuse the request where he or she has reasonable grounds for doing so. In determining whether an employee's refusal to work on those public holidays is "reasonable" regard must be had to the matters set out in the Human Resources Management Policy "**Annual Leave, Public Holidays and End of Year Leave Arrangements (A-based Employees)**".

Between Christmas and New Year, employees, other than casual employees, who are not required to work over this period, will be eligible for 3 days paid leave without deduction from accrued leave credits. Employees other than casual employees who are required to work over the period will be eligible for time off in lieu at a subsequent date, subject to operational requirements.

### **5.13.3 Purchased Leave**

An ongoing employee may apply to purchase either 1 or 2 weeks (5 or 10 days for full-time employees) additional leave in any one year period. The leave is paid for progressively over the course of the relevant year. The Human Resource Management Policy "**Purchased Leave (A-based Employees)**" sets out the process for applying for and approving purchased leave.

### **5.13.4 Personal Leave**

Personal leave is provided to employees other than casual employees for absences caused by their illness or injury; or to care for or support a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, or injury, of the member; or because of an unexpected emergency affecting the member; or when the employee's spouse or partner gives birth to or adopts a child; or for the purposes of undertaking voluntary work for a registered charity, moving house or attending a funeral.

Ongoing employees will be credited with 20 days paid personal leave on appointment and on each anniversary of their appointment. Part-time employees are credited with and accrue personal leave on a pro rata basis. Non-ongoing employees other than casual employees are entitled to accrue 20 days paid personal leave for each year of service credited on a monthly basis. Unused credits will be cumulative. Employees have access to personal leave entitlements as they accrue.

Employees who have exhausted their personal leave are entitled to 2 days unpaid carer's leave for each occasion where a member of the employee's immediate family or household requires care because of illness, injury or unexpected emergency. The employee must in this case provide a medical certificate from a registered health practitioner or statutory declaration detailing the reason for this leave. This leave will count as service for all purposes.

Accrued personal leave will not be paid out on termination of employment.

Further details of entitlement definitions and approval requirements are contained in Human Resources Management Policy "**Personal Leave (A-based Employees)**".

### **5.13.5 Compassionate Leave**

An employee other than a casual employee is entitled to a period of 2 days paid leave for each occasion when a member of the employee's immediate family or household has a personal illness or injury that poses a serious threat to his or her life, or dies, in accordance with section 257 of the *Workplace Relations Act 1996*.

If the leave is due to illness or injury of the immediate family member or household member of the employee, it can be taken at any time while the illness or injury persists.

The leave can be taken in a single unbroken period of 2 days or 2 separate periods of 1 day.

Austrade may require the employee to provide evidence of the illness, injury or death in support of the request for leave. The Human Resources Management Policy "**Compassionate Leave (A-based Employees)**" provides further details.

### **5.13.6      *Miscellaneous Leave***

The CEO may approve miscellaneous leave for employees other than casual employees, which is in the interests of Austrade, either with or without pay. The CEO may also prescribe the circumstances under which leave without pay may count as service.

An indicative list of types of miscellaneous leave, with or without pay, is included at Appendix D.

Miscellaneous leave is the mechanism by which Defence Reservists may request leave to undertake peacetime training and deployment and Community Service Volunteers are released for emergency service duties.

The Human Resources Management Policy "**Miscellaneous Leave With/Without Pay (A-based Employees)**" provides further details.

### **5.13.7      *Maternity Leave***

Employees are entitled to maternity leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*.

In addition to the 12 weeks paid leave contained in the above Act an eligible employee will be entitled to a further 2 weeks paid leave commencing immediately after the 12 weeks. The employee has the option of extending the period of paid leave by electing to have the 14 week paid leave period converted to half pay. For the purpose of calculating the employee's period of service for any purpose, the part of her maternity leave for which she is paid is the first 14 weeks. Any period of payment extending beyond the first 14 weeks will be treated as unpaid maternity leave and does not count as service.

The maximum period of leave accessible is 52 weeks of paid and unpaid leave.

The Human Resources Management Policy "**Maternity and Adoption Leave (A-based Employees)**" provides further details.

### **5.13.8 Parental Leave**

Parental and adoption leave are provided for in accordance with the provisions of the *Workplace Relations Act 1996*. An employee, other than a non-eligible casual employee, who has given birth to or adopted a child, is entitled to leave of absence without pay for a maximum of 52 weeks to care for a newborn or newly adopted child. The leave is to be taken during a period of 66 weeks from the date of birth of the child, or in the case of an adopted child, from the date on which the employee assumes responsibility for the child.

The Human Resources Management Policy “**Parental Leave (A-based Employees)**” provides further details.

An employee eligible for adoption leave is entitled to payment for the first 14 weeks of adoption leave which can be converted to half pay. The Human Resources Management Policy “**Maternity and Adoption Leave (A-based Employees)**” provides further details.

An employee whose spouse or partner is giving birth to or adopting a child may access personal leave at the time of birth or adoption. The Human Resources Management Policy “**Personal Leave (A-based Employees)**” provides further details.

### **5.13.9 Long Service Leave**

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

Long service leave will not be granted in patterns where a period of any other leave breaks the long service leave (for example long service leave/annual leave/long service leave). However, long service leave may be granted in combination with annual leave in patterns where this does not occur (for example, annual leave/long service leave/annual leave/return to work).

### **5.13.10 Portability of Leave and Recognition of Prior Service**

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

### **5.13.11 Public Holidays**

Employees will observe the following public holidays: New Year’s Day (or substitute); Australia Day (or substitute); Good Friday and the following Saturday and Monday; the relevant Anzac Day observance day; the relevant Queen’s Birthday observance day; the relevant Labour day or equivalent; Christmas Day (or substitute); Boxing Day (or substitute); and the additional public holidays that may be declared by the State or Territory in which the employee works in Australia.

Where:



- New Year’s Day or Australia Day falls on a Saturday or Sunday, the following Monday will be observed by employees as a public holiday;
- Christmas Day falls on a Saturday or Sunday, 27 December will be observed by employees as a public holiday; and
- Boxing Day falls on a Saturday or Sunday, 28 December will be observed by employees as a public holiday.

An employee, other than a casual employee, will receive payment for a public holiday. Where an APL 1 or APL 2 employee, other than a casual employee, works on a public holiday, the employee may be entitled to payment for the hours worked at the rate of double time or time off in lieu at the equivalent rate.

Further details are in the Human Resource Management Policy “**Annual Leave, Public Holidays and End of Year Leave Arrangements (A-based Employees)**”.

## **SECTION 6      WORKING FLEXIBLY**

### **6.1            *Flexible Working Arrangements***

Austrade encourages all employees to achieve a healthy balance between work and personal commitments.

APL 1 and APL 2 employees, other than casual employees, may access flextime arrangements.

Flextime enables APL 1 and APL 2 employees and their managers to vary working hours, patterns and arrangements to provide both operational flexibility and benefits to employees.

Employees above APL 2 level will agree with their managers their pattern of attendance and any flexible working arrangements. Where relevant these arrangements may provide for time-off-in-lieu without deductions from leave credits, in recognition of extra time required to complete job requirements.

The Human Resources Management Policy “**Flextime, Overtime and Emergency Duty (A-based Employees)**” provides further details.

### **6.2            *Part-Time Employment***

The provision of part-time work is a significant contribution to helping employees achieve a balance between work demands and other responsibilities.

Managers may agree to reasonable requests for regular part-time work, where it can be demonstrated that the operational requirements of the function can be fulfilled on a part-time basis.

Managers may initiate the introduction or extension of part-time employment. Employees will not be required to convert from full-time to part-time hours, or from part-time to full-

time hours, without their agreement.

Details of the application of the provisions of part-time employment are set out in the Human Resources Management Policy “**Part-Time Employment (A-based Employees)**”.

### **6.3 Home-Based Work**

The provision of home-based work is a significant contribution to helping employees achieve a balance between work demands and other responsibilities.

An employee and their manager may agree to the employee working from home on either a regular or temporary basis, subject to operational requirements including the impact on individual workloads and on the employee’s work area.

Issues to be considered in approving a regular arrangement for working from home and procedures to be followed in setting up a work site in an employee’s home, including security and occupational health and safety requirements, are set out in the Human Resources Management Policy “**Home-Based Work (A-based Employees)**”.

#### **6.3.1 Ad hoc Home-Based Work**

The procedures in the Human Resources Management Policy “**Home-Based Work (A-based Employees)**” do not apply to ad hoc periods working from home. Such ad hoc arrangements may be entered into only if it is known at the outset that the arrangement is for a short period (a period not exceeding one month). Managers must be satisfied that such ad hoc arrangements will not involve significant occupational health and safety and/or security risks, and that the cost to Austrade will be minimal.

Agreement may be reached on rare occasions for an employee to work from home while they are suffering from a minor illness or injury, or have responsibility for another person who needs minor care. However, working from home arrangements are not to be considered as a substitute for caring arrangements, nor when it would be more appropriate for the employee to use personal leave.

An ad hoc arrangement may be terminated at any time by the employee and/or manager subject to provision of reasonable notice by either party.

### **6.4 Mature Age Workers**

The Workplace Relations Committee will, during the term of this Agreement, develop recommendations for a mature age workers' development and retention strategy for Austrade employees.

## **SECTION 7 CO-OPERATIVE WORKING ARRANGEMENTS**

### **7.1 Commitment to Consultation**

Management and employees are committed to continuing to consult about matters that affect the Austrade workplace, and to promoting active employee participation in Austrade's ongoing change management and workplace productivity improvement agenda.

## **7.2 Consultative Committee**

Following commencement of this Agreement, the consultative process will continue to be conducted through the Workplace Relations Committee.

The Workplace Relations Committee will be chaired by the Executive Director Human Resources and will comprise representatives of management and employees. Nominations and election of employee representatives will take place following commencement of this Agreement. Criteria to be applied in the nomination and election of employee representatives will include:

- representatives from differing Austrade Performance Levels;
- overseas and Australian work experience; and
- gender mix.

Human Resources Division will provide the Secretariat function for the Workplace Relations Committee and will be the first point of contact for matters arising out of the operation of this Agreement.

Access to appropriate facilities (including communication systems, office equipment and notice boards) will be available to members of the Workplace Relations Committee and members of any sub-committees established by the Committee.

The Workplace Relations Committee will have the primary responsibility for monitoring the implementation of this Agreement. The Workplace Relations Committee may at any time make recommendations to the Executive regarding workplace issues not explicitly dealt with in this Agreement.

The Workplace Relations Committee will be able to establish sub-committees.

The Terms of Reference and Role of the Workplace Relations Committee are set out in Appendix E.

## **7.3 Timetable**

The CEO will arrange for the calling of nominations and the election, as necessary, of employee representatives for the new Workplace Relations Committee, as soon as possible after the commencement of this Agreement.

The first meeting of the new Workplace Relations Committee will occur within three months of the commencement of this Agreement.

## **7.4 Process for Preventing and Settling Disputes**

In the event of a dispute in relation to a matter arising under this Agreement, the employee and Austrade will attempt to resolve the matter at the workplace by discussions between the employee and the relevant manager.

If those discussions do not resolve the dispute, discussions will be held between the employee and more senior levels of management as appropriate. In each instance the steps taken shall be timely and appropriate to the early settlement of the matters in dispute.

Austrade or the employee may where they choose appoint another person to accompany them or represent them in relation to any discussions about the dispute. If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, either Austrade or the employee may elect to use an alternative dispute resolution process in an attempt to resolve the matter.

The alternative dispute resolution process will be conducted by a person agreed between Austrade and the employee. Austrade and the employee will agree on the powers and the functions the person who is to conduct the dispute resolution process is entitled to exercise.

The alternative dispute resolution process will be completed when Austrade and the employee agree that the matters in dispute are resolved.

If Austrade and the employee are unable to reach an agreement on who is to conduct the alternative dispute resolution process, or if Austrade and the employee agree, either party to the dispute may refer the dispute to the Australian Industrial Relations Commission (the Commission) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration.

If arbitration is necessary, the Commission may exercise procedural powers in relation to hearing, witnesses, evidence and submissions which are necessary to make the arbitration effective.

The decision of the Commission will bind Austrade and the employee, subject to either of them exercising a right to appeal against the decision.

Whilst the dispute is being resolved the employee must continue to work in accordance with their contract of employment, unless they have a reasonable concern about an imminent risk to their health and safety.

Whilst the dispute is being resolved the employee must, subject to the health and safety condition set out in the paragraph above, comply with any reasonable directions given by Austrade to perform other available work.

Where the right of review provided by section 33 of the *Public Service Act 1999* and Part 5 of the Public Service Regulations is exercised, and does not fail for want of jurisdiction, the employee will have no right of review with respect to that matter under clause 7.4 (clause 3.2 Review of Employment Related Actions refers).

## Appendix A

### Austrade Performance Level 1

Current Pay Points	Current Salary	On Commencement *	1 July 2010	1 July 2011
		3.5%	3.5%	4%
1	\$40,028	\$41,429	\$42,879	\$44,594
2	\$41,629	\$43,086	\$44,594	\$46,378
3	\$43,294	\$44,809	\$46,377	\$48,232
4	\$45,026	\$46,602	\$48,233	\$50,162
5	\$46,827	\$48,466	\$50,162	\$52,168
6	\$48,700	\$50,405	\$52,169	\$54,256
7	\$50,648	\$52,421	\$54,256	\$56,426
8	\$52,674	\$54,518	\$56,426	\$58,683
9	\$54,914	\$56,836	\$58,825	\$61,178
10	\$57,239	\$59,242	\$61,315	\$63,768

\* Salary rates take effect on date of commencement or 3 July 2009, whichever is the later.

### Austrade Performance Level 2

Current Pay Points	Current Salary	On Commencement *	1 July 2010	1 July 2011
		3.5%	3.5%	4%
1	\$59,528	\$61,611	\$63,767	\$66,318
2	\$61,909	\$64,076	\$66,319	\$68,972
3	\$64,494	\$66,751	\$69,087	\$71,850
4	\$67,186	\$69,538	\$71,972	\$74,851
5	\$69,991	\$72,441	\$74,976	\$77,975
6	\$72,945	\$75,498	\$78,140	\$81,266

\* Salary rates take effect on date of commencement or 3 July 2009, whichever is the later.

### Austrade Performance Level 3

Current Pay Points	Current Salary	On Commencement *	1 July 2010	1 July 2011
		3.5%	3.5%	4%
1	\$77,686	\$80,405	\$83,219	\$86,548
2	\$80,793	\$83,621	\$86,548	\$90,010
3	\$84,025	\$86,966	\$90,010	\$93,610
4	\$87,386	\$90,445	\$93,611	\$97,355

\* Salary rates take effect on date of commencement or 3 July 2009, whichever is the later.

### Austrade Performance Level 4

Current Pay Points	Current Salary	On Commencement*	1 July 2010	1 July 2011
		3.5%	3.5%	4%
1	\$90,881	\$94,062	\$97,354	\$101,248
2	\$94,427	\$97,732	\$101,153	\$105,199
3	\$98,110	\$101,544	\$105,098	\$109,302
4	\$101,935	\$105,503	\$109,196	\$113,564
5	\$105,910	\$109,617	\$113,454	\$117,992

\* Salary rates take effect on date of commencement or 3 July 2009, whichever is the later.

### Austrade Performance Level 5

Current Pay Points	Current Salary	On Commencement *	1 July 2010	1 July 2011
		3.5%	3.5%	4%
1	\$110,147	\$114,002	\$117,992	\$122,712
2	\$114,277	\$118,277	\$122,417	\$127,314
3	\$118,563	\$122,713	\$127,008	\$132,088
4	\$123,010	\$127,315	\$131,771	\$137,042

\* Salary rates take effect on date of commencement or 3 July 2009, whichever is the later.

### SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH A DISABILITY

#### 1. Workers Eligible for a Supported Wage

These provisions define the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of these provisions, the following definitions will apply:

<b>Supported wage system</b>	means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability..
<b>Accredited assessor</b>	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.
<b>Disability support pension</b>	means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the <i>Social Security Act 1991</i> , as amended from time to time, or any successor to that scheme.
<b>Assessment instrument</b>	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.

#### 2. Eligibility Criteria

Employees covered by these provisions 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 under this Agreement, because of the effects of a disability on their productive capacity, and who meet the impairment criteria test for a Disability Support Pension.

These provisions do not apply to any existing employee who has a claim against Austrade 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.

These provisions also do not apply in respect of any facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986*, and which fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for, a Disability Support Pension, except with respect to an organisation which has received recognition under section 10 of the *Disability Services Act 1986*, or if a part only has received recognition, that part.



### **3. Supported Salary Rates**

Employees to whom these provisions apply shall be paid the applicable percentage of the salary prescribed by this Agreement for the class of work which the person is performing according to the following schedule, provided that the minimum amount payable is not less than the minimum prescribed rate set by the relevant Government body.

<b>Assessed Capacity</b> (Clause 4)	<b>% of prescribed salary</b>
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\* Where a person's assessed capacity is 10%, he/she will receive a high degree of assistance and support.

### **4. Assessment of Capacity**

For the purpose of establishing the percentage of the 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.

### **5. Lodgement of Assessment Instrument**

All assessment instruments under the conditions of these provisions, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be:

- (a) lodged by the employer with the relevant Government body; and
- (b) agreed and signed by the parties to the assessment.

### **6. 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.

### **7. Other Employment Conditions**

Where an assessment has been made, the applicable percentage shall apply to the salary only. Employees covered by these provisions 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.

### **8. Workplace Adjustment**

Where the CEO employs a person under these provisions, he or she shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **9. Trial Period**

In order for an adequate assessment of the employee's capacity to be made, the CEO may employ a person under these provisions for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

The minimum amount payable to the employee during the trial period will be no less than \$69 per week, increased in line with decisions by the relevant Government body.

Where the CEO 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 the assessment under Clause 4.

### REDEPLOYMENT AND RETRENCHMENT PROVISIONS

#### 1. Application

- 1.1 These provisions apply in respect of an ongoing Austrade employee covered by the terms of this Agreement who has completed a period of probation, where applicable.
- 1.2 An employee is an excess employee if:
  - (a) the employee is included in a class of employee which comprises a greater number of employees than is necessary for the efficient and economical working of Austrade; or
  - (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of Austrade or changes in the nature, extent or organisation of Austrade's functions; or
  - (c) where the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to transfer to that locality.

#### 2. Management of Excess Staffing Situations

- 2.1 Austrade is committed to ensuring that staffing level reductions are managed where possible through redeployment to meaningful continuing functions, retraining where necessary and natural attrition. Retrenchment will be resorted to only after all other forms of action have been taken to reduce excess staffing levels in accordance with these provisions.

#### 3. Consultation Process

- 3.1 When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee of the situation.
- 3.2 The CEO will arrange for discussions to be held with the employee or, where the employee requests, with the employee's representative, to consider measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below their substantive level.
- 3.3 Should it be decided that 15 or more employees are likely to be terminated on the grounds that they are excess to the requirements of Austrade, the CEO will comply with the requirements of sections 660 and 668 of the *Workplace Relations Act 1996*. The written advice to Centrelink will include:
  - (a) the possible retrenchments and the reasons for them;
  - (b) the numbers and categories of employees likely to be affected; and
  - (c) the time when, or the period over which, the CEO intends to carry out the retrenchments.

- 3.4 At the request of affected employees, representatives of those employees may be invited by the CEO to participate in discussions on measures to mitigate the possible retrenchments.
- 3.5 The CEO may, before the conclusion of these discussions, invite employees who are not excess to express interest in retrenchment, where the retrenchment of those employees would permit the redeployment of employees who are in a redundancy situation and who would otherwise remain excess.
- 3.6 Where an employee who is not excess wishes to be made redundant, the decision as to whether or not to make that employee redundant remains with the CEO.
- 3.7 No earlier than one month after the initial notification of the likelihood that an employee is likely to become excess (unless a lesser period is agreed by the CEO and the employee), the CEO will identify employees who are excess to requirements and notify those employees in writing of their excess status.
- 3.8 Employees who are declared excess will be eligible for reimbursement of the cost of professional financial advice in accordance with clause 5.11 of this Agreement.

#### **4. Redeployment**

- 4.1 The CEO may redeploy at or below level an employee who would otherwise be excess to requirements to any vacancy which the employee is qualified to fill.
- 4.2 An employee may only refuse redeployment, and still be considered an excess employee, where the vacancy to which the employee is to be redeployed is at a different location.

#### **5. Notice Periods**

- 5.1 An employee who is excess will be given formal notice of termination of employment under section 29 of the Act of not less than 35 days.
- 5.2 Where the CEO so directs, or the employee so requests, the employee's employment may be terminated under section 29 of the Act at any time within the period of notice and the employee is thereupon entitled to receive payment in lieu of notice for the unexpired portion of the period.

#### **6. Severance Benefit**

- 6.1 An excess employee whose employment is terminated by the CEO under section 29 of the *Public Service Act 1999* on the grounds that he or she is excess to the requirements of Austrade shall be entitled to be paid a sum equivalent to:
- 2 weeks salary for each completed year of continuous service; and
  - a pro rata payment for completed months of continuous service, calculated in accordance with these provisions.

- 6.2 For part-time employees, the severance benefit will be calculated on a pro-rata basis where an employee has worked part-time hours during the period of service and the employee has less than 24 years full-time service.
- 6.3 Except as noted in 6.4 below, the minimum sum payable under this Agreement shall be 4 weeks salary and the maximum shall be 48 weeks' salary.
- 6.4.1 An employee engaged by Austrade before 1 July 2006 shall retain the level of severance benefit as at 30 June 2006.
- 6.4.2 An employee engaged by Austrade before 1 July 2006 and who had would have had, on 30 June 2006, an entitlement to severance benefit of greater than 48 weeks salary, shall retain that benefit, but shall not be entitled to any further severance benefit.
- 6.4.3 If the severance benefit at 30 June 2006 would have been less than 48 weeks, the employee will be entitled to a further severance benefit in accordance with 6.1 above, to a maximum of 48 weeks salary.
- 6.5 Service for calculating the severance benefit means:
- service in Austrade;
  - Government service as defined in section 10 of the *Long Service Leave Act 1976*;
  - service with the Australian Defence Forces;
  - APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes.
- 6.6 For earlier periods of service to count there must be no breaks between the periods of service, except where:
- the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
  - the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
- 6.7 Any period of service which ceased:
- by way of any of the grounds for termination specified in section 29 of the Act (including any additional grounds prescribed in the Public Service Regulations); or
  - on a ground equivalent to any of these grounds; or
  - on voluntary retirement at or above the minimum retiring age applicable to the employee; or
  - with the payment of an employer-financed retirement benefit,
- will not count as service for severance pay purposes.

6.8 Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

### ***Payment in lieu of notice***

6.9 For the purpose of calculating any payment in lieu of notice or part payment thereof, the CEO shall use the salary that an employee would have received had he or she worked during the notice (or the unexpired portion of the notice period, as appropriate) had the employment not been terminated.

### ***Salary for severance payment calculation purposes***

6.10 For the purpose of calculating a severance benefit payment, salary will include:

- the employee's salary at their substantive work value level, adjusted where appropriate for periods of part time service; or
- the salary of the higher work value level, where the employee has been working at a higher level for a continuous period of at least 12 months immediately preceding the date upon which he or she received notice of termination; and
- other allowances in the nature of salary which are paid during periods of recreation leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for a disabilities associated with the performance of a duty.

## **7. Moving Household**

7.1 If an employee who would otherwise have been declared excess is redeployed and such redeployment requires a movement of his or her household to a new locality, the employee is entitled to all reasonable expenses associated with that move on the same basis which would apply if the employee were being promoted.

## **8. Grievances**

8.1 Grievances associated with the operation of these retrenchment provisions shall be handled in accordance with the review of employment related actions in accordance with clause 3.2 of this Agreement.

## **9. Other Action Not Prevented**

9.1 Nothing in these provisions shall prevent the termination of the employment of an employee on grounds of misconduct or inefficiency. Any employee whose employment is terminated for misconduct or inefficiency shall not be entitled to redundancy benefits notwithstanding that the employee may have previously been declared excess to requirements.

The Human Resource Management Policy “**Redeployment and Retrenchment Policy (A-based Employees)**” provides further details.

### MISCELLANEOUS LEAVE

The following are indicative of the types of leave that may be granted under the miscellaneous leave provisions:

#### **With Pay**

- Settling in/out following, or prior to, an overseas assignment
- Emergency/special purposes
- Release of Defence Reservists for peacetime training and deployment
- Release of Community Service Volunteers for emergency services duties
- Disasters
- Returned soldiers – pension and medical purposes
- Jury duty
- Any other approved purpose

#### **Without Pay**

- Defence service
- Engagement in work or employment in the interests of defence or public safety
- Engagement in private sector employment associated with compensation leave
- Caring responsibilities
- Ceremonial
- Employment in the interests of Austrade
- Days of cultural or religious significance for employees
- Accompanying a spouse on a assignment with a public sector agency
- Federal or State Election Campaign purposes
- Any other approved purpose

### **WORKPLACE RELATIONS COMMITTEE TERMS OF REFERENCE AND ROLE**

#### **General Comments**

This Agreement provides for consultation between non-SES employees and management about matters that affect the Austrade workplace.

The Workplace Relations Committee (WRC) provides a forum to facilitate this consultation.

The WRC is not a decision making body, however it is an important forum which develops suggestions and recommendations and provides advice to the Executive.

The WRC has primary responsibility for monitoring the implementation of this Agreement.

#### **Terms of Reference**

The WRC deals with matters that affect the Austrade workplace and promotes active employee participation in Austrade's ongoing change management and workplace productivity improvement agenda. Matters for consideration may involve, but are not limited to, the following:

- A-based employment policies and practices
- employee accommodation and facilities
- systems and procedures
- proposed technological change
- employee learning and development.

#### **Role of the WRC**

- To serve as a consultative forum about matters that affect the Austrade workplace, and to promote active employee participation in Austrade's ongoing change management and workplace productivity improvement agenda.
- To provide an accessible and representative forum, ensuring that employees not only receive information on workplace issues that affect them, but also have an opportunity to contribute their views on those issues.
- To monitor the implementation of this Agreement.
- To establish sub-committees as necessary, to investigate and report back on matters raised for discussion in the WRC.
- To oversee the activities of sub-committees established by the WRC.
- To develop suggestions and provide advice and recommendations to the Chief Executive Officer (CEO) reflecting employee views and input.



## **Chair**

The WRC is chaired by the Executive Director Human Resources (ED HR).

## **Management representation on the WRC**

Austrade management will be represented by up to 4 Senior Executive Service employees, including the ED HR, appointed by the CEO.

## **Employee representation**

Austrade A-based APL 1-5 employee groups will be represented as set out below:

- A-based onshore employees: a minimum of 3 and up to 6 representatives, including one each from Canberra, Melbourne and Sydney offices and up to 3 representatives from other offices; and
- A-based offshore employees: 1 employee representative.

## **Process for appointment of employee representatives**

Employee representatives will be appointed by the ED HR for the life of this Agreement.

Nominations will be called at the commencement of this Agreement and as necessary during the life of the Agreement to cover departures from the Committee.

## **Nomination process**

Any employee who is covered by the Agreement is eligible to nominate a person for appointment as a staff representative. Nomination should be by email to the ED HR, with a copy to the nominated employee. Self-nomination is not permitted.

In reviewing nominations to the WRC, the ED HR will have regard to promoting the appointment of a broad cross-section of Austrade employees, including:

- representatives from differing Austrade Performance Levels (APL 1-5) reflecting Austrade's A-based staffing structure;
- overseas and Australian work experience;
- gender mix; and,
- an EMDG representative.

If the ED HR forms the view that the nominations received do not adequately reflect the above broad cross-section, the ED HR may inform the nominator and the nominee that the nomination has been unsuccessful and will provide the reason. In this case the EDHR will ask the staff of the employee group concerned to nominate another employee.

In the event that more than one nomination is accepted by the ED HR from a particular employee group, the A-based employees covered by this Agreement in that group will be required to select the preferred candidate. The ED HR will invite those eligible to vote for their preferred candidate by expressing their preference by email to the ED HR's nominated

Secretariat. The successful candidate will be candidate receiving a simple majority of votes. The voting period will be 2 weeks (14 calendar days).

### **Replacement procedure**

If there is a vacancy for a staff representative during the life of the Agreement, it will be filled in accordance with the above process.

### **Feedback/reporting**

A concise summary of discussions and outcomes at each meeting will be circulated by the ED HR to the Committee membership for clearance, before circulation to all employees.

### **Sub-committees**

To further the consultative process the WRC may establish sub-committees to examine and report on particular matters discussed, or raised for discussion, in the WRC. The membership, terms of reference and reporting arrangements of sub-committees will be determined by the mutual agreement of the members of the WRC.

### **Process for dealing with issues outside meetings**

The WRC will be scheduled to meet no less than twice each year. Issues which arise and cannot appropriately be dealt with outside the scheduled meetings, may be dealt with by correspondence, telephone conference, or videoconference between the WRC members or, where circumstances demand, an extraordinary meeting may be convened.

Issues outside the Terms of Reference of the WRC should be dealt with in accordance with the Review of Employment Related Actions provisions of this Agreement.

### **Secretariat support**

- The Human Resources Division will provide the Secretariat function for the WRC.
- An agenda for each meeting will be distributed to each Committee member prior to the scheduled meeting.
- A concise summary of meeting discussions and outcomes will be distributed to Committee members for clearance before circulation to employees.
- Access to appropriate facilities (including communications systems, office equipment and notice boards) will be available to members of the WRC and members of any sub-committees established by the WRC.
- Travel costs for members will be charged to Human Resources Division.