

AUSTRALIAN NATIONAL AUDIT OFFICE



ENTERPRISE AGREEMENT 2011-2014

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AUSTRALIAN NATIONAL AUDIT OFFICE ENTERPRISE AGREEMENT 2011-2014

OBJECTIVES AND OUTCOMES

TITLE

1. Title

1.1 This Agreement will be known as the Australian National Audit Office Enterprise Agreement 2011-2014 (Agreement).

2. Objectives

2.1 This Enterprise Agreement is one of a number of important strategic documents which together are designed to assist the ANAO in meeting its business objectives. In particular, the ANAO Corporate Plan identifies the Key Result Areas of *'meeting our clients needs'*, *'with quality products and services'*, *'using highly performing people'* and *'with good business management'*.

2.2 The terms and conditions of employment outlined in the Agreement will directly assist the implementation of the following 'highly performing people' strategies:

- maintain a highly skilled workforce in a competitive environment through access to training and professional development linked to the ANAO capabilities and an employment framework that supports staff retention;
- better align work practices with business and organisational objectives that promote a culture which allows staff to achieve their maximum potential in a professional working environment;
- provide career advancement opportunities for staff linked to their individual performance and contribution to the business outcomes of the ANAO;
- promote and recognise the demonstration of the APS Values and Code of Conduct in our internal and external dealings (this also includes staff exhibiting the ANAO specific values and behaviours which are drawn from the APS Values); and
- improvements in pay and conditions to be linked to sustained increases in ANAO productivity and performance.

OBJECTIVES

- Maintain a highly skilled workforce
- Better align work practices
- Provide career advancement
- Promote APS Values and Code of Conduct
- Sustained increases in productivity and performance

2.3 These strategies in turn will directly assist the ANAO in meeting its other business objectives of ‘meeting our clients needs’, ‘with quality products and services’ and ‘with good business management’.

2.4 The Agreement, in its totality, represents an attractive and competitive package of terms and conditions of employment and provides a flexible working environment which is conducive to achieving improvements in our overall productivity and effectiveness.

3. Outcomes

- 3.1 The achievement of ANAO objectives will be measured by:
- recognition from Parliament and client entities that they are receiving high quality audit products and services;
 - the ability to recruit, develop and retain highly performing and motivated staff, who are fairly compensated and rewarded for their efforts;
 - the ability to deliver quality products and services in a timely and cost-effective manner;
 - recognition from staff through staff surveys and other feedback mechanisms that they value working in the ANAO and are receiving leadership and support from their managers; and
 - having performance indicators related to agreed improvements in productivity.

4. Standards of Conduct and Behaviour

- 4.1 The conduct and behaviour exhibited by staff contributes significantly to the efficiency and effectiveness of the workplace and to the standing of the ANAO and its staff in Australia and internationally.
- 4.2 In implementing this Agreement and performing their duties staff will uphold the APS Values and adhere to the APS Code of Conduct contained in the *Public Service Act 1999*. Staff will also exhibit ANAO specific values and behaviours which are drawn from the APS Values, and comply with relevant Auditing Standards and other policies issued by the Auditor-General, as revised from time to time.

5. Parties Covered by this Agreement

- 5.1 In accordance with 172 of the *Fair Work Act 2009 (FWA)*, this Agreement covers the Auditor-General (on behalf of the Commonwealth of Australia), and all ANAO staff, (except those listed at 5.2) employed under the *Public Service Act 1999*.

OUTCOMES
• Recognition from Parliament and clients
• Ability to recruit and retain staff
• Ability to deliver quality products and services
• Staff surveys

STANDARDS OF CONDUCT AND BEHAVIOUR
• Staff will uphold the APS Values and Code of Conduct

PARTIES COVERED BY THIS AGREEMENT

DURATION OF AGREEMENT

- This Agreement will
nominally expire on 30 June
2014
-

OPERATION OF AGREEMENT

5.2 This Agreement does not cover the terms and employment conditions of:

- the Auditor-General;
- substantive ANAO SES staff; and
- persons whose salary is paid by another government agency or employer.

5.3 Where the Community and Public Sector Union (CPSU) gives notice in accordance with sub-section 183(1) of the *Fair Work Act 2009*, Fair Work Australia will note in its decision to approve the Agreement that it covers that organisation.

6. Duration of this Agreement

6.1 This Agreement will commence operation seven days after approval by Fair Work Australia and will nominally expire on 30 June 2014.

6.2 From the commencement of this Agreement, a person or organisation covered by the Agreement will 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.

7. Operation of this Agreement

7.1 This Agreement states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a relevant Commonwealth law or implied at common law.

7.2 Various employment provisions contained in this Agreement are administered in accordance with ANAO policies and guides, as amended from time to time. Such policies and guidelines do not form part of the Agreement but are used in the administration and application of various Agreement provisions. However, if there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.

7.3 Employment of ANAO staff will continue to remain subject to the provisions of the various Acts (and regulations or instruments made under the Acts), including:

- *Fair Work Act 2009*;
- *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*;
- *Long Service Leave (Commonwealth Employees) Act 1976*;
- *Maternity Leave (Commonwealth Employees) Act 1973*;
- *Paid Parental Leave Act 2010*;
- *Superannuation Act 1976*;
- *Superannuation Act 1990*;
- *Superannuation Act 2005*;
- *Superannuation (Productivity Benefit) Act 1988*;

- *Superannuation Guarantee (Administration) Act 1992;*
- *Safety Rehabilitation and Compensation Act 1988;*
- *Occupational Health and Safety (Commonwealth Employment) Act 1991;*
- *Public Employment (Consequential and Transitional) Amendment Act 1999;*
- *Public Service Act 1999;*
- *Privacy Act 1988; and*
- *Occupational Health and Safety Act 1991.*

8. Consultation on Major Changes

8.1 This clause applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made elsewhere in this Agreement regarding a specific major change.

8.2 Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the Auditor-General must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.

8.3 Significant effects include:

- termination of employment;
- major changes in the composition, operation or size of the ANAO's workforce or in the skills required;
- the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- significant alteration in hours of work;
- the need to retrain employees;
- the need to relocate employees to another workplace; and
- the major restructuring of jobs.

8.4 The Auditor-General must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.2, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

8.5 The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 8.2.

8.6 For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employees and any other matters likely to affect employees. The Auditor-General is not required to disclose confidential or commercially sensitive information to the employees.

9. Individual Flexibility Arrangement

9.1 The Auditor-General or Deputy Auditor-General and employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) remuneration; and/or
 - (vi) leave ; and
- (b) the arrangement meets the genuine needs of the ANAO and the employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Auditor-General or Deputy Auditor-General and employee.

9.2 The Auditor-General or Deputy Auditor-General must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than *the employee would be* if no arrangement was made.

9.3 The Auditor-General or Deputy Auditor-General must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) is signed by the Auditor-General or Deputy Auditor-General and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (c) includes the name of the employer and employee; and
- (d) includes details of:

- (i) the terms of this Agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (iv) states the day which the arrangement commences and, where applicable, when the arrangement ceases.

9.4 The Auditor-General or Deputy Auditor-General must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

9.5 The Auditor-General or Deputy Auditor-General or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Auditor-General or Deputy Auditor-General and the employee agree in writing - at any time.

10. Dispute Prevention and Resolution

10.1 If a dispute relates to a matter under the Agreement; or the National Employment Standards, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.

10.2 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 10.1, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.

10.3 If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 10.1 and 10.2, a party to the dispute may refer the matter to Fair Work Australia.

10.4 Fair Work Australia may deal with the dispute in two stages:

- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

**INDIVIDUAL
FLEXIBILITY
ARRANGEMENT**

**DISPUTE
PREVENTION
AND
RESOLUTION**

**DISPUTE
PREVENTION
AND
RESOLUTION**

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

10.5 The ANAO or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

10.6 Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the FW Act.

10.7 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupation and health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

10.8 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

DELEGATION

- Auditor-General may authorise a person with any of his/her powers or functions
-

11. Delegation

11.1 The Auditor-General may in writing delegate to, or authorise a person with, any of his/her powers or functions under this Agreement.

PRODUCTIVITY IMPROVEMENT MEASURES

12. Productivity

12.1 Over the course of this Agreement, the ANAO will build on the productivity outcomes of the last Workplace Agreement. The focus of this Agreement is on:

- maintaining and improving the quality of audit products and services; and
- enhancing operational efficiency and effectiveness at the operational unit, business group and corporate levels.

12.2 This will be achieved through a number of initiatives designed to achieve productivity gains, improvements and savings during the life of this Agreement. This includes, but is not limited, to the following initiatives:

- introduce working practices and technologies to improve efficiency and reduce costs while meeting our professional obligations for improved utilisation of staff across audit activities;
- enhance auditing capability by requiring mandatory attendance at core technical and professional training activities; and
- the introduction of new auditing standards.

12.3 Other efficiencies and productivity gains will flow from revised performance assessment arrangements.

PRODUCTIVITY

- Maintaining and improving quality of audit products and services
- Enhancing operational efficiency and effectiveness

CLASSIFICATION STRUCTURE, SALARY INCREASES AND WORK LEVEL STANDARDS

ANAO BROADBAND CLASSIFICATION STRUCTURE

13. ANAO Broadbanded Classification Structure

13.1 The ANAO Broadbanded classification structure is at **Attachment A**. The ANAO Broadbanded arrangement is based on the formal APS classification structure (as set out in the *Public Service Classification Rules 2000*). Movement or advancement through the ANAO Broadbanded APS classification structure is based on merit as set out in the *Public Service Act 1999*. Movement within an APS classification level is in accordance with the ANAO Salary Advancement and Remuneration Model.

13.2 The ANAO Broadbanded classification structure has two broadbands, Broadband 1 for APS 1 to APS 3 classifications and Broadband 2 for APS 4 to APS 5 classifications.

13.3 From the date of commencement of this Agreement, an additional pay point will be added to the maximum of the Executive Level 2 salary range. Salary advancement rules (clause 16.6) will apply for movement to this salary point.

14. Salary Increases

14.1 **Salary increases** – the salary increases under this Agreement are as shown in **Attachment A** and are as follows:

- (i) 4% salary increase to base salary and also to any applicable responsibility allowance from the date of commencement of this Agreement to ANAO employees;
- (ii) 3% salary increase on 1 July 2012;
- (iii) 2% salary increase on 1 July 2013; and
- (iv) 1.67% salary increase on 1 March 2014. The ANAO classification structure will only be adjusted by 1.67% at the APS 6 and the Executive Level Salary Classifications.

14.2 **No detriment** – staff at the APS 1 to APS 5 classification levels from 1 March 2014 will have no detriment provision. Under this provision, staff promoted or advanced to the next classification level will be placed on a higher pay point if necessary to achieve a minimum 2% salary increase, to recognise the movement from the previous pay classification rate.

14.3 **Productivity bonus** – a one-off lump sum of \$800 (APS level staff) or \$1,000 (Executive Level staff) will be payable on commencement of this Agreement. The rate of this bonus payment will be based on a staff member's substantive classification, unless they have been in receipt of a responsibility allowance for 6 months or longer on commencement of the Agreement, in which case it will be based on their higher classification. Part time staff will receive a pro-rata payment.

SALARY INCREASES

- 4% increase payable from date of commencement of the Agreement
- 3% increase from 1 July 2012
- 2% increase from 1 July 2013
- 1.67% increase from 1 March 2014

14.4 **Eligible staff for productivity bonus** – eligible staff for payment of the bonus in sub-clause 14.3 includes: those on maternity/parental leave (paid and/or unpaid not exceeding 12 months) at the date of commencement; staff employed by the ANAO and covered by the Agreement on the day of commencement, including non-ongoing staff, but excluding those on leave without pay for a continuous period exceeding 3 months at the date of commencement. The pro-rata payment for part time staff of the bonus will be based on the average hours worked for a period of 12 months prior to the date of commencement of the Agreement.

15. Work Level Standards

15.1 Work Level Standards (WLS) set out job requirements and responsibilities of ANAO Bands 1 and 2.

15.2 The Work Level Standards will be used to determine the classification levels of job groupings within the ANAO.

16. Movement/Assignment, Promotion, Engagement, Advancement and Responsibility Allowance

16.1 The ANAO broadbanded classification structure allows supervisors and managers greater flexibility in matching staff with jobs, rewarding high level performance, retaining skilled staff and enhancing our competitiveness.

16.2 **Transfer from other agencies** – people moving to the ANAO at level from elsewhere in the APS will commence on:

- (i) the minimum ANAO salary point corresponding to their relevant APS classification level; or
- (ii) if their current nominal salary is higher than the ANAO minimum they may retain their higher salary; or
- (iii) subject to approval by the Auditor-General or Deputy Auditor-General, if their current nominal salary exceeds the current maximum in the ANAO broadbanded classification structure they may be maintained on their current salary until such time as their salary is absorbed by any ANAO salary increases; or
- (iv) notwithstanding the above and after taking into consideration the experience, skills, qualifications, future contribution to the ANAO and potential for advancement within the organisation, the Auditor-General or Deputy Auditor-General, may approve some other salary on commencement within the ANAO broadbanded classification structure and Salary Advancement and Remuneration Model.

16.3 **Salary on promotion or engagement** – staff commencing on engagement or promoted to or within the ANAO:

- (i) will be paid at the minimum pay point of the relevant classification level of the salary band; however
- (ii) the Auditor-General or Deputy Auditor-General may approve payment of a higher salary within the ANAO Salary Advancement and Remuneration Model, after taking into consideration the experience, skills, qualifications of the staff member. Payment above the minimum pay point must be determined and approved prior to completion of all recruitment action.
- (iii) where at the time of promotion or engagement, a staff member's salary is set at an incorrect salary within the applicable salary scale, the Auditor-General or Deputy Auditor-General, may determine, in writing, the payment of the correct salary to the staff member.

16.4 **Temporary movement/assignment between salary bands and payment of a responsibility allowance** – where a supervisor has requested a staff member to perform work in a higher salary band:

MOVEMENT / ASSIGNMENT, PROMOTION, ENGAGEMENT, ADVANCEMENT & RESPONSIBILITY ALLOWANCE
• Transfer from other agencies
• Salary on promotion or engagement
• Temporary movement/assignment between salary bands and payment of responsibility allowance

- (i) it may be considered as a development opportunity by providing the staff member with access to a broader range of experience; but
- (ii) where the continuous period of time spent in the higher position is four weeks or longer the delegate will approve payment of a responsibility allowance; and
- (iii) time spent in a higher position may be considered as part of the assessment process under the ANAO Performance Assessment Scheme.

16.5 **Salary advancement** – on 1 November each year commencing 1 November 2012, an ongoing employee and non ongoing employees with twelve months or more continuous service (excluding Graduates and casual employees) who are not already on the maximum pay point applying to his or her current substantive APS classification may advance to the next pay point if the employee:

- (i) has in place a performance agreement;
- (ii) has been at his or her current pay point for at least six months; and
- (iii) received a rating of Fully Effective or more in the prior performance cycle ending 31 October.

16.6 For Executive Level staff above the 5th pay point (EL 2) or 3rd pay point (EL 1), movement to a higher pay point (in to the “remuneration zone”) is subject to the approval of the People and Remuneration Committee and in accordance with the Salary Advancement and Remuneration Model.

16.7 **Remuneration Model** - will remain in force for the performance cycle and salary review process for 2010-11. Movement through the remuneration zones for each salary classification for the performance cycle ending 31 October 2011 and taking effect on 1 November 2011 will be subject to the approval of the People and Remuneration Committee.

**MOVEMENT /
ASSIGNMENT,
PROMOTION,
ENGAGEMENT,
ADVANCEMENT &
RESPONSIBILITY
ALLOWANCE**

- Salary advancement
 - Remuneration Model
-

EMPLOYMENT CONDITIONS

17. Hours of Work

17.1 **Ordinary hours of work** – subject to clause 17.2, the ordinary hours of work for full-time employees are 150 hours over a four week period (“the settlement period”).

17.2 **Supervisor and staff member to agree work hours** – a supervisor and a staff member may agree on some other total hours of work and settlement period, providing the hours of work average 37 ½ hours per week over the agreed settlement period. Where a staff member is working on multiple assignments, agreement with the staff member’s administering supervisor will be binding on all supervisors.

17.3 **Part-time staff** – for part-time staff, hours of work are those as agreed in their part-time work employment contract, (see clause 26 for definition of part time employment).

18. Flexible Working Arrangements

18.1 **Benefits** – ANAO operational requirements are the principal consideration for enhancing flexibility in attendance and working arrangements. It is recognised that enhanced flexibility has the potential to deliver benefits to our clients, staff and the organisation.

18.2 **Opportunity to balance work and private life** – the ANAO recognises that staff need to balance their work commitments with their personal circumstances and that this balance is best achieved through providing staff with flexibility in their attendance arrangements and work patterns, subject to operational requirements.

18.3 **Decisions at local work level** – this Agreement maintains flexibility and provides choice to staff and supervisors by devolving responsibility for decision-making concerning working arrangements and work patterns to the local work level.

18.4 Where an Executive Level employee undertakes significant additional productive effort which involves working in excess of ordinary hours for sustained periods the Executive Director has the discretion to provide management approved time off in recognition of the additional effort. Approval for reasonable time off may not be on an hour for hour basis. These arrangements are intended to provide Executive Level employees with fair and reasonable access to time off.

HOURS OF WORK

- Ordinary hours of work
- Supervisor and staff member to agree work hours
- Part-time staff

FLEXIBLE WORKING ARRANGEMENTS

- Benefits
- Opportunity to balance work/private life
- Decisions at local work level
- Executive Level staff

FLEXIBLE WORKING ARRANGEMENTS

- Flexible work arrangements for parents
-

WORKING PATTERNS

- Supervisor and staff member to agree work patterns
-

18.5 Flexible work arrangements for parents *[The National Employment Standards are relevant to this provision – s.65].*

- (a) An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the Auditor-General may waive this requirement in exceptional circumstances).
- (b) A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:
 - (i) is a long term casual employee immediately before making the request; and
 - (ii) has reasonable expectation of continuing employment on a regular and systematic basis.

Note: 'long term casual employee' is defined at s.12 of the Fair Work Act.

- (a) A request made in accordance with clause 18.5(a) must be in writing and set out details of the change sought and the reasons for the change. The Auditor-General will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.
- (b) For the purposes of this clause:
 - (i) 'qualifying service' means service that is recognised for redundancy pay purposes;
 - (ii) 'casual' means an employee engaged on an irregular or intermittent basis.

19. Working Patterns

19.1 Supervisor and staff member to agree work patterns – the pattern by which staff will perform the hours of work specified in clause 17 is a matter for local agreement between the supervisor and the staff member. However, an employee will not be required to work more than:

- (i) ten hours ordinary time on any one day; or
- (ii) more than five consecutive hours without a meal break of at least 30 minutes.

19.2 **Matters to be considered** – the major consideration in determining the working pattern of staff is the operational requirements of the ANAO. Other considerations include the:

- (i) impact on clients;
- (ii) impact on other members of the work group;
- (iii) personal needs of the staff member.

20. Span of Hours

20.1 **Normal hours** – the span of hours during which a staff member may work normal hours are:

- (i) 7.30 am to 7.30 pm, Monday to Friday for Canberra based staff;
- (ii) 7.00 am to 7.00 pm, Monday to Friday for Sydney based staff; or
- (iii) a twelve hour span as otherwise agreed between the relevant supervisor and staff member.

20.2 **ANAO Offices** – will be open for business between Monday to Friday, except for public holidays and any period of annual close-down.

20.3 **Substitution for normal work day or public holiday** – where a staff member requests to work outside their approved span of hours, eg. on a Saturday, Sunday or public holiday, or they wish to substitute one of these days due to cultural or religious day/s of significance, they may do so with the agreement of their Executive Director. Any hours worked on this basis will be considered ‘ordinary hours’ and will not attract overtime rates or any other special benefits.

21. Time Recording

21.1 **Staff to record hours worked** – ANAO audit staff will record the details of the work they have undertaken on individual tasks on the designated ANAO time recording system. Staff are required to record all paid time hours and where additional time is worked which advances an audit product, such hours should also be formally recorded. All hours are to be reported against approved products and services, and approved activities.

22. Recording Attendance

22.1 **Standard day** – for the purposes of recording leave absences and attendance, 7 hours 30 minutes is the standard day applying to full-time staff from the date of commencement of this Agreement.

WORKING PATTERNS

- Matters to be considered

SPAN OF HOURS

- Normal hours
- ANAO Offices
- Substitution for normal work day or public holiday

TIME RECORDING

- Staff to record hours worked

RECORDING ATTENDANCE

- Standard day

23. Flextime Scheme

23.1 Flextime is a formal system of flexible working hours arrangements which enables staff and supervisors to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefits flowing to clients, staff and the ANAO.

23.2 **Eligibility** – the accumulation of hours, as prescribed in sub-clause 23.3, and the taking of these hours as flex leave under the flextime scheme, is only available to staff employed in Bands 1 and 2 and APS 6 in the ANAO classification salary structure.

23.3 **Maximum credit carry over** – Staff may accumulate a maximum of 37 ½ hours flex credit at the end of their settlement period. This limitation does not apply during the peak financial audit period from June to August each year.

23.4 **Maximum debit carry over** – eligible staff may carry over a maximum of 10 hours flex debit accumulated in any settlement period into the next settlement period.

23.5 **Excess flex debit** – in circumstances where:

- (i) the maximum debit is exceeded at the end of a settlement period, the staff member will endeavour to reduce the debit to the maximum allowable over the next settlement period; and
- (ii) should this not occur, the excess amount shall be treated as leave without pay and an appropriate deduction made from the staff member's salary or annual leave may be substituted.

23.6 **Local working patterns** – other issues that supervisors and staff may reach agreement on include:

- (i) the maximum period of flex leave which may be taken in the settlement period;
- (ii) the period of core time, if any, that is to apply to the staff member and other members of the work group; and
- (iii) any other relevant issues for the staff member or work group, including flextime carryover credits.

23.7 **Supervisors to ensure staff access to flex leave** – for the flextime arrangements to work effectively, supervisors have a responsibility to manage the hours of work of their staff to ensure that staff are productively employed and are not accumulating excessive flex credits without the opportunity to reasonably access flex leave.

FLEXTIME SCHEME

- Eligibility
- Maximum credit
- Maximum debit
- Excess flex debit
- Local working patterns
- Supervisors to ensure staff access to flex leave

24. Reversion to Standard Hours

24.1 **Removal of flexible working arrangements** – access to flexible working arrangements will not apply in circumstances where a:

- (i) staff member’s supervisor reasonably considers that the staff member’s attendance is unsatisfactory; and/or
- (ii) staff member’s supervisor considers that the staff member is misusing the arrangements.

24.2 **Standard hours** – where flexible working arrangements no longer apply, staff will revert to standard hours. Standard hours are 7 hours 30 minutes per day, to be worked from 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm.

24.3 **Restoration of flextime** – access to flexible working arrangements may be restored when a supervisor is satisfied that the staff member’s attendance is satisfactory.

25. Absent from Duty

25.1 Where a staff member is absent from duty without proper approval, all pay and other benefits under this Agreement will cease to be available until they resume duty or leave is granted. The granting of leave may be made at any time.

26. Part-time Employment

26.1 **Definition** – a part-time staff member is one whose regular hours of work are less than 150 hours over a four week period.

26.2 **Pay and benefits** – remuneration and other benefits for part-time staff will be calculated on a pro-rata basis, apart from those allowances of a reimbursement nature, where part-time staff will receive the same amount as full-time staff.

26.3 **Staff may seek part-time work** – Executive Directors, through the relevant supervisor, will agree to reasonable requests for part-time work, subject to operational requirements, (see sub-clause 19.2). Approval for part-time work may by agreement be on a trial basis, or for a fixed period of time, or may involve a change in working patterns (see clause 19). A request for part-time employment will be responded to within 21 days of the request stating whether the request has been granted or refused.

26.4 **May vary hours** – part-time staff may, with the agreement of their Executive Director, vary their hours of work and/or working patterns (see clause 19) within an agreed settlement period.

REVERSION TO STANDARD HOURS
• Removal of flexible working arrangements
• Standard hours
• Restoration of flextime

ABSENT FROM DUTY

PART-TIME EMPLOYMENT
• Definition
• Pay and benefits
• Staff may seek part-time work
• May vary hours

PART-TIME EMPLOYMENT

- Staff free to decide status
-

CASUAL EMPLOYMENT

LEAVE

- Objective of leave arrangements
 - Absences of less than one day
-

ANNUAL LEAVE

- Five weeks entitlement
 - Four weeks entitlement
 - Anticipation of annual leave
-

26.5 **Staff free to decide status** – staff will not be required to convert from full-time to part-time hours, or vice versa, without their written consent. Part-time staff may revert to full-time employment, however access to full time entitlements are subject to ANAO policies.

27. Casual Employment

27.1 Casual employees are paid for actual hours worked and are entitled to a salary loading of 20% in lieu of public holidays not worked and all paid leave entitlements except long service leave and maternity leave.

28. Leave

28.1 An objective of ANAO leave arrangements is to streamline personnel practices and processes so that leave conditions and entitlements are fair and equitable and provide staff with the opportunity to strike a suitable balance between their work and personal circumstances.

28.2 **Absences of less than one day** – absences of less than one day's duration should be agreed upon between the staff member and the supervisor utilising clauses 18, 19 and 23 (flex leave or time made-up provisions) of this Agreement, otherwise a leave form is to be submitted.

29. Annual Leave

29.1 **Five weeks leave entitlement** – all staff, have an entitlement to five weeks (25 days) annual leave per year, with part-time staff eligible on a pro-rata basis from the date of commencement of this Agreement until 29 February 2014. Leave accrues on a pro-rata basis and is credited every payday fortnight. Subject to organisational requirements and approval by the supervisor, leave is available for use as it accrues.

29.2 **Four weeks leave entitlement** – all staff will have an entitlement to four weeks (20 days) annual leave per year, with part-time staff eligible on a pro-rata basis from 1 March 2014. Leave accrues on a pro-rata basis and is credited every payday fortnight. Subject to organisational requirements and approval by the supervisor, leave is available for use as it accrues.

29.3 **Anticipation of annual leave** – staff who have insufficient leave credits may, subject to approval by their supervisor, anticipate one weeks leave to cover personal and emergency situations.

29.4 **May access on half pay** – annual leave may be taken on half pay, with a minimum debit of one half day credit at any one time, giving an absence of 1 day on half pay. Combinations of full and half pay absences are allowable. Leave taken on half pay will count as service for all purposes.

29.5 **Annual leave may be taken to cover:**

- (i) recreation or private purposes; and
- (ii) personal/carer's – where a staff member has exhausted all their current personal/carer's leave credits, annual leave may be taken for personal/carer's purposes, including at half pay if requested.

29.6 **Public holiday during annual leave** – where a public holiday occurs during any period of annual leave, the period of the public holiday will not be deducted from the staff member's annual leave credit.

29.7 **Leave without pay and effect on annual leave accrual** – absences that do not count for service totaling more than 30 days per year reduce the annual leave accrual proportionate to the number of days taken in the calendar year.

29.8 **Staff on compensation leave** – staff on worker's compensation leave for more than 45 weeks per claim will have their annual leave credits reduced in accordance with sub-clause 29.7. If on a graduated return to work program, they will accrue annual leave on the basis of hours actually worked.

29.9 **Excessive annual leave** – a staff member, whether full or part-time, can be directed to take leave from 1 February each year for a maximum period of fifteen days in circumstances where they have accumulated more than two years annual leave in order to reduce their annual leave credit to the amount accrued in the previous two year period

29.10 **Variation to excessive annual leave** – the Auditor-General may, in exceptional circumstances and with the staff member's consent, defer or substitute another date for the direction to be on annual leave or the amount of annual leave that may be accumulated beyond the two years entitlement.

29.11 **Payment in lieu** - staff may make a written request to cash-out up to two weeks annual leave credit each calendar year, with a minimum cash-out of one weeks leave. This is subject to the cash-out not resulting in the remaining accrued leave entitlement being less than four weeks. The payment in lieu will be based on the staff member's periodic rate of pay at the time the request is made.

30. Purchased Leave

30.1 **Purchased leave** – an ongoing staff member may, with the approval of their Executive Director, purchase up to an additional five weeks leave in accordance with the *ANAO Rules on Purchased Leave*.

30.2 From 1 March 2014 existing ongoing staff may elect to purchase one week of leave to assist in the transition from five weeks to four weeks of annual leave.

ANNUAL LEAVE

- May access on half pay
- Public holiday during annual leave
- LWOP and effect on accrual
- Staff on compensation leave
- Excess annual leave
- Variation to deeming date
- Payment in lieu

PURCHASED LEAVE

**PERSONAL /
CARER'S /
COMPASSIONATE
LEAVE**

- Accrual rate
- Personal leave on engagement
- Non-ongoing staff
- Medical certificate not required
- Entitlement

31. Personal/Carer's Leave/Compassionate Leave

31.1 **Accrual rate** – full-time staff are eligible to 15 days personal leave for each 12 months of completed service. This leave accrues on a pro-rata basis every pay day fortnight. Part-time staff are similar with credits accruing every pay day fortnight based on their actual hours worked.

31.2 **Personal leave on engagement** – a full-time ongoing staff member on the date of engagement with the ANAO will be credited with 15 days full pay personal leave. After 12 months continuous service a further 15 days full pay personal leave is accrued. This leave accrues on a pro-rata basis every pay day fortnight. Arrangements in relation to the engagement of part-time ongoing staff are similar with credits accruing based on their actual hours worked. (Note: staff commencing on transfer or promotion are not eligible for an additional 15 days personal leave but retain their existing credits in accordance with the mobility provisions at clause 33).

31.3 **Non-ongoing staff** – subject to sub-clause 31.9 of this Agreement, non-ongoing staff are eligible to 15 days of personal leave credit for 12 months of completed service. This leave accrues on a pro-rata basis every pay day fortnight. Casual staff are eligible to unpaid personal leave.

31.4 **Medical certificate not required** – staff may be granted in any personal leave year, subject to available credits, up to 6 days leave with pay, without production of a medical certificate or other documentary evidence. No more than 4 days may be taken consecutively without a medical certificate or other documentary evidence.

31.5 **Entitlement** – employees are entitled to take personal/carers leave where:

- (a) the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (c) where a staff member has exhausted their paid personal/carers leave, they are entitled to a further periods of two days unpaid carer's leave for each permissible occasion they are undertaking caring duties (consistent with the National Employment Standards (NES)). Casual employees are entitled to two days of unpaid carer's leave for each permissible occasion; and

- (d) documentation to support access to personal leave credits for caring duties (paid or unpaid) is in line with the requirements set out in sub-clause 31.4 and 31.7 of this Agreement.

31.6 Compassionate leave – a staff member may have three days paid leave on each permissible occasion for the purposes of spending time with an immediate family member or household member who has a personal illness, or injury, that poses a serious threat to his or her life; and three days paid leave for bereavement per occasion after the death of the member of the employee’s immediate family or household. A staff member may be required, at the discretion of their Executive Director, to produce documentary evidence of the occasion that necessitates the use of compassionate leave, however approval will not be unreasonably withheld. In the case of casual employees, compassionate leave granted in these circumstances is unpaid.

31.7 Acceptable medical certificate – certificates from medical service providers recognised by a registered health practitioner, or from a registered health practitioner will be accepted for personal leave purposes, except where the personal leave period extends beyond four days. Where the personal leave extends beyond four days, a certificate from a registered health practitioner will be required. If it is not reasonably practicable to obtain a medical certificate from a registered health practitioner then the staff member may make a statutory declaration stating the period of personal illness or injury.

31.8 Access to personal/carer’s leave while on annual leave, or long service leave – a staff member who is medically unfit or has carer’s duties consistent with sub-clause 31.5(a) for one day or longer while on annual leave or long service leave and, who produces satisfactory medical evidence (consistent with sub-clause 31.7), may apply for personal leave. Their annual leave or long service leave will be re-credited to the extent of the period of personal leave granted.

31.9 Leave without pay and effect on leave accrual – absences that do not count for service totalling more than 30 days per year reduce the personal leave accrual proportionate to the number of days taken in the calendar year.

31.10 Staff on worker’s compensation – a staff member in receipt of worker’s compensation payments for accumulated periods exceeding 45 weeks per claim will accrue personal leave on the basis of hours actually worked.

31.11 Staff may exhaust credits – a staff member will not, without their consent, be retired on invalidity grounds before their personal leave and/or annual leave credits are exhausted.

31.12 Anticipation of personal/carer’s leave – the Auditor-General or delegate may allow a staff member who has worked in the APS for at least 3 years, to anticipate up to 10 days full pay personal leave where all other paid leave credits (excluding long service leave) are exhausted.

PERSONAL / CARER’S / COMPASSIONATE LEAVE	
•	Compassionate leave
•	Acceptable medical certificate
•	Access to personal/carer’s leave while on leave
•	LWOP and effect on accrual
•	Staff on worker’s compensation
•	Staff may exhaust credits
•	Anticipation of personal/carer’s leave

OTHER LEAVE
• Granting of other leave
• Other leave – with pay
• Other leave – without pay

32. Other Leave

32.1 The intention of *other leave* is to provide further flexibility to staff and supervisors by making available, either with or without pay, other avenues of absences from the ANAO, for a variety of purposes but not generally to allow a staff member to pursue other employment opportunities or business ventures unless in the interest of the Commonwealth.

32.2 **Granting of other leave** – other leave may be granted by the Auditor-General or delegate, for a purpose that is considered to be in the interests of the ANAO and/or the Commonwealth.

32.3 **Leave may be granted:** for the period requested or for another period;

- (i) with or without pay; and
- (ii) subject to conditions.

Where leave is refused, the staff member will be advised in writing of the reason for the decision.

32.4 Other leave may be granted for, but not limited to, the following:

- **With Pay – to count as service for:**
 - (i) study;
 - (ii) jury service;
 - (iii) participation in major national or international amateur sporting events;
 - (iv) war service sick leave;
 - (v) as a blood donor;
 - (vi) participation in State or national emergency services activities (such as regular training, all emergency services responses, reasonable recovery time and ceremonial duties); and
 - (vii) any other approved purpose as per ANAO policy guidelines.
- **Without Pay – not to count as service**
 - (i) accompanying a partner on an overseas or interstate Australian Government posting;
 - (ii) days of cultural, ceremonial or religious significance for staff (including attending NAIDOC week activities);
 - (iii) parental leave, adoption leave, paternity leave, and carer's leave consistent with the *Fair Work Act 2009*; and
 - (iv) for any other approved purpose consistent with ANAO policy guidelines.

- **Christmas/New Year Close-Down**
 - (i) ANAO offices will be closed for normal business purposes from 25 December until the first working day following 1 January. Staff will be stood-down on full pay without deduction from leave credits.
 - (ii) A staff member who is required to work during the Christmas close-down period will be permitted to take three days as paid leave at another time as agreed between the employee and the supervisor

- **Leave for ADF Reserve and continuous full time service or Cadet force obligations**
 - (i) An employee may be granted leave (with or without pay) to enable the employee to fulfill Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations. Note: The entitlement to leave for Reserve Service is prescribed under the *Defence Reserve Service (Protection) Act 2001*.
 - (ii) An employee is entitled to ADF Reserve leave with pay, for up to 4 weeks during each calendar year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required. During the employee's first year of ADF Reserve service, a further 2 weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements. With the exception of the additional 2 weeks in the first year of service, leave can be accumulated and taken over a period of 2 years, to enable the employee to undertake training as a member of the ADF Reserves. Employees are not required to pay their tax free ADF Reserve salary to the ANAO in any circumstances.
 - (iii) An employee who is an officer or instructor of cadets in the Cadet Force may be granted paid leave of up to 3 weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
 - (iv) Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.
 - (v) Eligible employee may also apply for annual leave, long service leave or use flex or make up time, for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
 - (vi) Employees are to notify supervisors when the dates of ADF Reserves, CFTS or Cadet Force activities are known and/or change.

OTHER LEAVE

- Christmas/New Year closedown

- Leave for ADF Reserve and continuous full-time service or cadet force obligations

PORTABILITY OF LEAVE

LONG SERVICE LEAVE

- Entitlement
 - Minimum period
-

MATERNITY AND PARENTAL LEAVE

- Entitlement
 - Total period of paid maternity leave
-

33. Portability of Leave

33.1 Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carer's leave (however described) will be recognised, provided there is no break in continuity of service.

33.2 Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Auditor-General or delegate, may at the employee's request, recognise any accrued annual leave and personal/carer's leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation.

33.3 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave or personal/carer's leave (however described) will be recognised.

33.4 For the purposes of this clause:

- 'APS employee' has the same meaning as the *Public Service Act 1999*
- 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

34. Long Service Leave

34.1 A staff member is eligible for Long Service Leave in accordance with the *Long Service leave (Commonwealth Employees) Act 1976*.

34.2 The minimum period during which Long Service Leave can be taken is seven calendar days (at full or half pay). Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

35. Maternity and Parental Leave

35.1 The entitlement to maternity leave is provided under the *Maternity Leave (Commonwealth Employees) Act 1973*. Division 5 of Part 2-2 of the Fair Work Act sets out the entitlements to parental leave.

35.2 An eligible employee who is entitled to paid maternity leave under sub-clause 35.1 is entitled to a period of additional paid leave of three weeks to count as service, which may be taken as three weeks at full pay or six weeks at half pay. Only three weeks additional paid leave will count as service for all purposes. This additional paid leave is not paid maternity leave as provided under the *Maternity Leave (Commonwealth Employees) Act 1973*.

35.3 Subject to sub-clause 35.3, an eligible employee may elect to take the total period of paid maternity leave under sub-clause 35.1 and 35.4 as either:

- (a) 15 weeks at full pay; or
- (b) 30 weeks at half pay.

35.4 Where an eligible employee elects to take paid maternity leave at half pay, only 15 weeks will count as service for all purposes.

35.5 An employee who is not entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* in relation to the birth of a child will have entitlements to unpaid leave in accordance with the relevant provisions of the Fair Work Act.

35.6 **Return to work after parental leave** - on ending parental, maternity, adoption or foster care leave, an employee is entitled to return to:

- (a) the employee's pre-parental/maternity leave duties; or
- (b) if those duties no longer exist – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.

35.7 For the purposes of this clause, duties means those performed:

- (a) if the employee was moved to safe duties because of the pregnancy – immediately before the move; or
- (b) if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or
- (c) otherwise – immediately before the employee commenced maternity or parental leave.

36. Leave for Supporting Partners

36.1 An employee who is not the primary care giver to a dependent child is entitled to 2 weeks (10 days) of paid supporting partner's leave immediately following the birth, adoption or fostering of the dependent child. The leave can be taken on full pay or half pay.

37. Adoption Leave

37.1 An employee, who meets the same qualifying service that applies to paid maternity leave under the *Leave (Commonwealth Employees) Act 1973*, who is the adoptive parent and primary carer of a newly adopted child who:

MATERNITY AND PARENTAL LEAVE

- Only 15 weeks will count for service
- Return to work after parental leave

LEAVE FOR SUPPORTING PARTNERS

ADOPTION LEAVE

**ADOPTION
LEAVE**

- is, or will be, under 16 years at the day of placement, or the expected day of placement;
- has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement; and
- is not a child of the employee or the employee's spouse or de facto partner is entitled to 15 weeks paid leave from the date of the placement of the child.

37.2 Subject to sub-clause 37.3, an eligible employee may elect to take a period of paid leave under sub-clause 37.1 as either:

- (a) 15 weeks at full pay; or
- (b) 30 weeks at half pay.

37.3 Where an eligible employee elects to take paid leave at half pay, only 15 weeks will count as service for all purposes.

37.4 An employee, who meets the same qualifying service that applies to paid maternity leave under the *Leave (Commonwealth Employees) Act 1973*, who is the adoptive parent and primary carer of a newly adopted child (as determined by the *Fair Work Act 2009*) is entitled to a maximum of 52 weeks unpaid leave (not to count as service) from the date of the placement of the child. The maximum period of 52 weeks is reduced by any period of leave taken under clause 37.2.

38. Foster Care and Permanent Care Orders

38.1 An employee, who meets the same qualifying service that applies to paid maternity leave under the *Leave (Commonwealth Employees) Act 1973*, who is the primary caregiver of a long term foster child or who is granted custody and guardianship of a child (up to the age of 16) as a result of a permanent care order and is the primary care giver of the child is entitled to 15 weeks of paid leave from the date of the placement of the child.

38.2 Subject to sub-clause 38.3, an eligible employee may elect to take a period of paid leave under sub-clause 38.1 as either:

- (a) 15 weeks at full pay; or
- (b) 30 weeks at half pay.

38.3 Where an eligible employee elects to take paid leave at half pay, only 15 weeks will count as service for all purposes.

38.4 An employee who is a supporting carer for a foster child will be entitled to up to 10 days paid leave for the purpose of caring for the child.

39. Compensation Leave

39.1 Compensation leave is covered by the *Safety Rehabilitation and Compensation Act 1988* and any subsequent Acts and is determined by Comcare Australia in the event of employment related illness, or injury or disease.

**FOSTER CARE
AND
PERMANENT
CARE ORDERS**

**COMPENSATION
LEAVE**

40. Public Holidays

40.1 Staff will be entitled to the following public holidays:

- 25 December (Christmas Day);
- 26 December (Boxing Day);
- 1 January (New Year's Day)
- 26 January (Australia Day);
- Good Friday;
- Easter Monday;
- 25 April (Anzac Day);
- The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- any other day, or part-day, declared or prescribed by or under law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday;

40.2 If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.

40.3 The Auditor-General and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

40.4 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absences as if that day or part day was not a public holiday, except where the person would not normally have worked on that day.

40.5 Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/carer's leave) there is no entitlement to receive a payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

41. Allowances

41.1 **Review** - During the course of this Agreement, there may be cause to review the administration, application and quantum of some of the allowances and/or provide guidance to staff and supervisors. Development of proposals for decision by the Auditor-General or delegate will be generally undertaken by the Workplace Consultative Forum, while the development of proposals relating to health and safety related matters will be undertaken by the ANAO Occupational Health and Safety Committee. Appropriate documentation will be included in relevant ANAO policies and guides.

PUBLIC HOLIDAYS

ALLOWANCES

- Review

ALLOWANCES
• Motor Vehicle Allowance
• First Aid Allowance
• Fire Warden Allowance
• Diversity and Harassment Allowance
• Occupational Health & Safety Allowance
• Eye sight testing
• Spectacle reimbursement

41.2 **Motor Vehicle Allowance** – a supervisor or delegate may authorise, where the staff member is agreeable, a staff member to use a private vehicle, owned, hired or novated by the staff member at their expense, for official purposes, where the supervisor or delegate considers that it will result in greater efficiency or involve less expense for the ANAO. The allowance payable will not exceed the amount that would have been payable to transport the staff member by the most efficient means. Such authorised staff members will receive a Motor Vehicle Allowance. The amount of the allowance reflects the ATO rates. Current rates are:

- (i) 63 cents per kilometre for vehicles with an engine capacity of 1600cc or less;
- (ii) 74 cents per kilometre for vehicles with an engine capacity of between 1601cc and 2600cc; or
- (iii) 75 cents per kilometre for vehicles with an engine capacity of more than 2600cc.

41.3 **First Aid Allowance** – where a staff member possesses the required qualifications and ability and is appointed as a First Aid Officer by the Auditor-General or delegate, they will be paid a First Aid Allowance of \$11.00 per week.

41.4 **Fire Warden Allowance** – where a staff member who has undertaken the relevant training and is appointed by the Auditor-General or delegate to perform the duties of a designated Fire Warden, they will be paid an allowance of \$8.00 per week.

41.5 **Diversity and Harassment Officer Allowance** – where a staff member who has undertaken the relevant training and is appointed by the Auditor-General or delegate to perform the duties of a designated Diversity and Harassment Officer, they will be paid an allowance of \$8.00 per week.

41.6 **Occupational Health and Safety Allowance** - where a staff member who has undertaken the relevant training and is appointed by the Auditor-General or delegate to perform the duties of a Occupational Health and Safety representative, they will be paid an allowance of \$8.00 per week.

41.7 **Eye sight testing** – the ANAO will provide for reimbursement of twice yearly eye sight testing costs for those on-going staff members who operate screen-based equipment.

41.8 **Spectacle reimbursement** – where spectacles are prescribed for use with screen-based equipment, then the staff member will be eligible for annual reimbursement up to a maximum of:

- (i) \$100 for single vision spectacles;
- (ii) \$165 for bifocal spectacles; and
- (iii) \$195 for multifocal spectacles or contact lenses.

41.9 **Restriction allowance** – where a staff member is required by the Auditor-General or delegate to be contactable and available to respond to office security and maintenance matters outside the span of hours in clause 20, the staff member, other than Executive Level staff or equivalent, will be eligible for payment of a restriction allowance of \$49 per week (or a pro-rata daily amount) for each week (or day) they are required to be contactable and available for work.

- (i) if required to attend ANAO premises as a result of this restriction provision, staff members are eligible for payment of an allowance at the rate of two hours at double time, inclusive of travelling time, as per sub-clause 43.8, with a maximum payment of 5 hours double time in any 24 hour period.

41.10 **Studies assistance** – expenses incurred by staff undertaking approved study will be reimbursed in accordance with ANAO Studies Assistance Policy.

41.11 **Parking fees** – reimbursement of parking fees will be available to staff where they are required to attend clients' premises on official ANAO business.

41.12 **Professional membership fees** – staff are eligible for annual payment or reimbursement of professional fees up to standard membership fee of ICA Australia.

42. Travel

42.1 Staff undertaking work away from the Office involving an overnight absence are entitled to be compensated for any reasonable expenses fairly incurred. It is the intention that the amounts provided result in fair treatment to staff and reasonable cost to the organisation.

42.2 **Part-day travel** – staff travelling on official business interstate not involving an overnight stay, will be entitled to a part-day travelling allowance of \$20, which will be paid through the payroll system and taxed at the staff member's marginal rate of tax.

42.3 **Accommodation expenses** – a staff member, who is required to travel on official business and is away from home overnight, will be eligible for:

- (i) actual accommodation expenses up to a maximum \$170 per night; or
- (ii) higher accommodation expenses, provided prior approval has been obtained from the delegate.

42.4 **Meal expenses** – where a staff member is on official duty away from home overnight they will be eligible for meal allowances of the following amounts, if:

- they are away for breakfast - \$30;
- they are away for lunch - \$40; and
- they are away for dinner - \$50.

These amounts are payable on both the day of travel and the day of return provided an overnight absence has occurred.

ALLOWANCES

- Restriction Allowance
- Studies assistance
- Parking fees
- Professional membership fees

TRAVEL

- Part-day travel
- Accommodation expenses
- Meal expenses

TRAVEL

- Accommodation/meals at ANAO expense
- Private accommodation
- Payment of expenses/allowances and processing
- Issue and use of a Corporate Travel Card
- Government accommodation rates
- Accommodation and meals outside Australia
- Payment of overseas allowance
- Class of travel

OVERTIME

- Eligibility

42.5 **Accommodation and/or meals at ANAO expense** – where a staff member is provided with accommodation and/or meals at ANAO expense, the amount(s) in sub-clauses 42.3 and 42.4 will be reduced appropriately.

42.6 **Private or non-commercial accommodation** – where a staff member avails themselves of private or non-commercial accommodation, an allowance of \$120 per night is payable in lieu of the amounts specified in sub-clauses 42.3 and 42.4.

42.7 **Payment of expenses/allowances and processing** – the payment of these expenses will be facilitated through the issue of a corporate travel card. Staff may withdraw funds 24 hours prior to commencing travel.

42.8 **Issue and use of a Corporate Travel Card** – staff travelling on official ANAO business will be issued with a corporate travel card. The corporate travel card will be the principal method of payment of travel expenses and accommodation while on official ANAO business.

42.9 **Government accommodation rates** – when booking overnight accommodation, staff are required to take advantage of any available special government or corporate accommodation rates.

42.10 **Accommodation and meals outside Australia** – a staff member required to travel on official business overseas will be provided with a corporate credit card and/or an acquittable advance, to meet all reasonable accommodation, meal and incidental expenses, such as airport taxes and transportation costs. The rates of accommodation and meal/incidental expenditure will be those published by the ATO or AusAID (in relation to travel associated with AusAID programs) and information contained in the ANAO overseas travel policy document.

42.11 **Payment of overseas allowance** – any advance will be administered on a case-by-case basis, having regard to issues such as accepted processes for payment of accounts in the country being visited and projected expenses where payment by credit card is not an option. Staff should refer to the overseas travel policy before planning travel.

42.12 **Class of travel** – when travelling on official business within Australia, staff are entitled to travel economy class or equivalent. When travelling overseas staff are entitled to travel business class. Group Executive Director's may, in special circumstances or in the interests of the Commonwealth, approve some other class of travel.

43. Overtime

43.1 Payment of overtime is to compensate those eligible staff who are asked to undertake additional work for the organisation over and above their ordinary daily hours, or work on weekends or public holidays.

43.2 **Eligibility for overtime** – staff at or below APS 6 classification are eligible for payment of overtime.

43.3 **Prior approval** – overtime shall only be worked with the prior approval of the supervisor or delegate, and a flexible working hours arrangement is the preferred option. If circumstances do not permit prior approval, approval must be sought as soon as possible after the completion of the overtime.

43.4 **When payable** – overtime allowance, subject to approval, is payable for work performed on a:

- (i) Monday to Friday beyond the daily hours of ordinary duty, normally 7 hours 30 minutes for full-time staff, or longer if agreed under clause 19 of this Agreement; and
- (ii) Saturday, Sunday or Public Holiday.

43.5 **Meal allowances** - are not payable during periods of overtime.

43.6 **Minimum payment** – payment for overtime will be calculated on the staff member’s actual salary, and to the nearest quarter hour with a minimum payment of 3 hours for all occasions.

43.7 **Rate of payment** – payment of overtime will be at time and a half for work performed Monday to Friday and public holidays and double time for work performed on Saturday and Sunday. Public holidays are those shown in clause 40 of this Agreement.

43.8 **Formula for overtime payments** – the formula for payment of overtime for full-time staff is:

Time and a half rate				
<u>Annual salary</u>	X	<u>6</u>	X	<u>3</u>
313		37 ½ weekly hours		2
Double time rate				
<u>Annual salary</u>	X	<u>6</u>	X	<u>2</u>
313		37 ½ weekly hours		1

43.9 **Rest breaks** – staff should not work more than 5 consecutive hours without at least a 30 minute rest break.

43.10 **Time off in lieu (TOIL)** – staff may, with the agreement of their supervisor, have time off in lieu of receiving overtime payments. The conversion rate will be to ordinary time, ie. 3 hours at double time converts to 3 hours single time leave and 3 hours single time payment. All accrued TOIL will lapse by the end of October each year. Access to TOIL is in accordance with ANAO policies.

OVERTIME
• Prior approval
• When payable
• Meal allowances
• Minimum payment
• Rate of payment
• Formula
• Rest breaks
• TOIL

44. Loss or Damage to Clothing and Personal Effects

44.1 The Auditor-General or delegate may authorise reasonable reimbursement to staff who, in the normal course of their work, sustain specific loss or damage to clothing or personal effects.

45. Relocation Assistance

45.1 Where a staff member or newly engaged employee relocates for a period of not less than 12 months due to ongoing engagement, promotion or movement/assignment, the Auditor-General or delegate may reimburse or provide reasonable financial assistance to cover such items as:

- (i) transport and removal costs;
- (ii) disturbance/relocation allowance covering assistance for a single staff member or employee and those accompanied by a spouse, partner, children, or household family member; and
- (iii) temporary accommodation.

45.2 The relocation package and general level of assistance that will be provided by the ANAO will be discussed with the staff member or potential staff member prior to the completion of the employment and relocation process. The staff member or potential staff member will also be advised in writing that failure to complete up to 12 months continuous ANAO employment following the relocation may result in the ANAO taking action to recover all or part of the relocation costs.

46. Working from Home

46.1 A staff member may, with the prior agreement of their Executive Director, work from home on a temporary basis, but not exceeding 26 days in any one calendar year, unless otherwise approved by the Auditor-General or delegate. Access to working from home is in accordance with ANAO policy.

47. Staff Health, Welfare and Working Environment

47.1 **Commitment to staff health and welfare** - as a responsible employer, the ANAO is committed to providing a safe and healthy work environment for its staff and will take all reasonable steps to ensure the welfare of its people through a workplace free from harassment, the development of appropriate policies, education programs and access to counselling services. The aim is to create and maintain a safe and healthy working environment and ensure the fulfilment of the ANAO's responsibilities under the *Occupational Health and Safety Act 1991*.

47.2 **Flu injection** – the ANAO will provide annually, at no expense to the staff member, access on a voluntary basis to a flu injection.

47.3 **Health assessment** – the ANAO will provide annually, at no expense to the staff member, access on a voluntary basis to a health assessment.

47.4 **Employee Assistance Program** – the ANAO is committed to providing its staff and their families with access to confidential professional counselling to assist with personal or work related problems through the provision of an external employee assistance program. The aim is to support staff and help them resolve any such problems. Further information is contained in the ANAO Employment Handbook.

47.5 **Discrimination and harassment free workplace** – the ANAO is committed to the elimination and prevention of workplace discrimination and harassment at all levels. The ANAO does not tolerate any form of workplace harassment or discrimination and any complaint received will be taken seriously and dealt with promptly. The ANAO has policies dealing with workplace discrimination and harassment.

47.6 **Workplace Diversity Program** – the ANAO is committed to promoting and supporting diversity in the workplace by recognising, valuing and promoting in its people a range of abilities and skills, and recognising different languages, cultures and backgrounds. The ANAO also encourages diversity in the workplace which is consistent with the APS Values and APS Code of Conduct.

48. Redeployment, Reduction and Retrenchment

48.1 The ANAO has an obligation to ensure that staff are employed efficiently and effectively. This enhances ANAO productivity and provides ongoing employment for staff. However, where it has been determined that there are more staff than necessary to perform the work required, those staff who are excess to organisational requirements are entitled to the benefits set out in this Agreement.

48.2 **Application** – the excess staff provisions apply to all ANAO staff covered by this Agreement, except staff on probation, staff with less than 12 months continuous service, non-ongoing and casual employees.

48.3 **Excess staff member** – for the purpose of the Agreement, a staff member is an excess employee if:

- (i) they are included in a class of staff in the ANAO, which class comprises a greater number of staff than is necessary for the efficient and economical working of the ANAO; or
- (ii) the services of the staff member cannot be effectively used because of technological or other changes in the methods, or changes in the nature, extent or organisation of the functions of the ANAO; or

STAFF HEALTH, WELFARE AND WORKING ENVIRONMENT

- Flu injection
- Health assessment
- Employee Assistance Program
- Discrimination and harassment free workplace
- Workplace Diversity Program

REDEPLOYMENT, REDUCTION & RETRENCHMENT

- Application
- Excess staff member

- (iii) the duties usually performed by the staff member are to be performed at a different locality, and the staff member is not willing to perform duties at the locality and the Auditor-General or delegate has determined that these provisions will apply to that staff member.

48.4 Discussion with staff member – the Auditor-General or delegate will hold discussions, extending no longer than 4 weeks, with the staff member to consider:

- (i) any measures that could be taken to resolve the situation including redeployment opportunities at or below the staff member's nominal level; and
- (ii) whether voluntary redundancy might be appropriate.

48.5 Assistance or guidance for staff member - where the staff member nominates a representative for assistance or guidance, the Auditor-General or delegate will hold discussions with the representative.

48.6 Where fifteen or more staff members are likely to become excess - the Auditor-General or delegate will comply with the provisions of section 785 and section 786 of the *Fair Work Act 2009*.

48.7 Voluntary redundancy or redeployment – the Auditor-General or delegate will establish, through consultation with the identified staff, which staff are seeking an offer of immediate voluntary redundancy and which staff are seeking redeployment.

48.8 Staff seeking redeployment – those staff seeking redeployment may be referred to a service provider for reasonable redeployment assistance for up to a maximum period of 2 months. Any costs associated with this will be borne by the ANAO. Current salary will be maintained during this period.

48.9 Internal redeployment – the Auditor-General or delegate will take all reasonable steps, consistent with the interests of the efficient administration of the ANAO, including merit based selection, to move/assign an excess staff member to suitable duties at the same level within the ANAO.

48.10 Voluntary redundancy – where the Auditor-General or delegate invites an excess staff member to accept voluntary redundancy, the staff member will have one month in which to accept the offer. Where the offer is accepted, the Auditor-General will not give notice of termination under section 29 of the *Public Service Act 1999* on the grounds that the employee is excess to the requirements of the Agency, before the end of that period without the agreement of the staff member.

48.11 Information to be provided – a staff member invited to accept voluntary redundancy will, within the one month period as per sub-clause 48.10, be given information on the:

REDEPLOYMENT, REDUCTION & RETRENCHMENT

- Discussion with staff member
- Assistance or guidance for staff member
- Where 15 or more staff members likely to become excess
- VR or redeployment
- Staff seeking redeployment
- Internal redeployment
- VR
- Information to be provided

- (i) amount of severance pay, pay in lieu of notice and paid-up leave credits;
- (ii) superannuation benefits and entitlements as provided by ComSuper;
- (iii) taxation rules applying to the various payments; and
- (iv) availability of assistance up to a maximum amount of \$650, for financial advice, career planning, and employment support including attendance at training courses or educational institution.

48.12 Offer of voluntary redundancy to staff seeking redeployment – the Auditor-General or delegate may make an offer of voluntary redundancy to an excess staff member, within or at the end of the 2 months referral period to a service provider, if the redeployment is not successful or the staff member is not able to be placed within the ANAO.

48.13 One offer of voluntary redundancy – only one offer of voluntary redundancy will be made to an excess staff member.

48.14 Declining an offer of voluntary redundancy– an excess staff member who declines an offer of voluntary redundancy, or does not accept the offer within the 1 month period, may be referred to a service provider.

48.15 Period of notice – where an excess staff member agrees to voluntary redundancy, the Auditor-General or delegate may retrench the staff member by giving the required notice of termination under section 29 of the Public Service Act. The period of notice will be 4 weeks, or 5 weeks in the case of a staff member over 45 years of age with at least 5 years continuous service.

48.16 Payment in lieu of notice – where a staff member is terminated at the beginning of, or within, the notice period, the staff member will receive payment in lieu of notice for the unexpired portion of the notice period.

48.17 Severance benefit – a staff member who accepts an offer of voluntary redundancy is entitled to be paid a sum equal to 2 weeks salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES).

48.18 Payment of severance benefit – the minimum payable will be 4 weeks salary and the maximum will be 48 weeks salary. The severance benefit will be calculated on a pro rata basis for any period where a staff member has worked part-time hours during his or her period of service and the staff member has less than 24 years of full-time service, subject to any minimum amount the staff member is entitled to under the NES.

48.19 Additional severance benefit – where the Auditor-General or delegate offers voluntary redundancy, an excess staff member accepting the offer of voluntary redundancy will be entitled, subject to approval by the Auditor-General or delegate, to an additional 4 weeks severance pay in lieu of the consideration period at sub-clause 48.10.

REDPLOYMENT, REDUCTION & RETRENCHMENT

- Offer of VR
- One offer of VR
- Declining an offer of VR
- Period of notice
- Payment in lieu of notice
- Severance benefit
- Payment of severance benefit
- Additional severance benefit

**REDEPLOYMENT,
REDUCTION &
RETRENCHMENT**

- Severance payment involving part-time employment
- Service for severance pay
- Breaks in service
- Service not to count as service for severance pay

48.20 Severance payment involving any part-time employment – the severance payment will be calculated on a pro-rata basis for any period where the staff member has worked part-time hours during their period of service and they have less than the equivalent of 24 years full-time service.

48.21 Service for severance pay – service for severance pay purposes means:

- (i) service in the ANAO;
- (ii) Government service as defined in Section 10 of the *Long Service Leave Act 1976*;
- (iii) service with the Australian Defence Forces;
- (iv) APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922* if the service has not previously been recognised for severance pay purposes; and
- (v) service in another organisation where a staff member was transferred from the APS to that organisation with a transfer of function; or a staff member engaged by that organisation on work within a function, is appointed as a result of the transfer of that function to the APS, and such service is recognised for long service leave purposes.

48.22 Breaks in service for severance pay – for earlier periods of service to count for severance pay, there must be no breaks between the periods of service, except where:

- (i) the break in service is less than 1 month or any other period as determined by the Auditor-General or delegate 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
- (ii) the earlier period of service was with the APS and ceased because the staff member was deemed to have resigned from the APS on marriage under the repealed section 49 of the repealed *Public Service Act 1922*.

48.23 Service not to count as service for severance pay – any period of service which ceased:

- (i) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - non-performance, or unsatisfactory performance, of duties;
 - inability to perform duties because of physical or mental incapacity;
 - failure to satisfactorily complete an entry level training course;
 - failure to meet a condition imposed under sub-section 22(6) of the *Public Service Act 1999*; or
 - a breach of the Code of Conduct; or
- (ii) on a ground equivalent to a ground listed in sub-clause 48.23(i) above under the repealed *Public Service Act 1922*; or

- (iii) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- (iv) with the payment of a redundancy benefit or similar payment or an employer-financed termination benefit;

will not count as service for severance pay purposes.

48.24 Absences not to count for severance pay – absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

48.25 Salary for payment of severance benefit – salary for making any payment under sub-clause 48.17 will include:

- (i) the staff member's nominal salary; or
- (ii) a higher salary, where the staff member has been in receipt of the higher salary for a continuous period of at least 12 months immediately prior to the date on which the staff member is given notice of termination; and
- (iii) other allowances in the nature of salary which are paid on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

48.26⁽¹⁾ Retention periods – except with the consent of the staff member, and subject to sub-clause 48.28, an excess staff member will not be terminated until the following retention periods have lapsed:

- (i) 13 months where the staff member has 20 or more years of service or is over 45 years of age; or
- (ii) 7 months for other staff members.

48.26⁽²⁾ If an employee is entitled to a redundancy payment in accordance with the NES, the relevant period in sub-clause 48.26⁽¹⁾ above is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).

48.27 Retention periods and personal leave - retention periods in sub-clause 48.26⁽¹⁾ AND 48.26⁽²⁾ will be extended by any periods of certified personal leave, up to a maximum of 2 months, but only to the extent of available personal leave credits on full pay.

48.28 Application of retention periods – the retention periods in sub-clause 48.26⁽¹⁾ AND 48.26⁽²⁾ and extensions due to certified personal leave in clause 48.27, only apply to eligible staff employed by the ANAO as at 12 December 2000. Staff not in this category of employee will after the 2 month redeployment period specified in sub-clause 48.8 be entitled to involuntary retrenchment benefits on the same basis as an employee who accepts an offer of a voluntary redundancy.

REDEPLOYMENT, REDUCTION & RETRENCHMENT

- Absences not to count for severance pay
- Salary for payment of severance benefit
- Retention periods
- Retention periods and personal leave
- Application of retention periods

REDEPLOYMENT, REDUCTION & RETRENCHMENT

- Commencement of retention period
- Paying out retention period
- Assistance with seeking employment
- Staff member reduced in classification
- Entitlement to income maintenance
- Relocation expenses

48.29 Commencement of retention period – the retention period will commence on whichever is the earlier:

- the day the staff member is advised in writing by the Auditor-General or delegate that they are an excess employee; or
- 1 month after the day on which the Auditor-General or delegate invites the staff member to accept voluntary redundancy under sub-clause 48.10.

48.30 Paying out retention period – where, after 2 months of redeployment assistance as per sub-clause 48.8 and 48.9, the Auditor-General or delegate:

- is satisfied that there is insufficient productive work available for the excess staff member during the remainder of the retention period; and
- is satisfied there is no reasonable redeployment prospects in the APS;

the Auditor-General or delegate may, with the agreement of the excess staff member, terminate the excess staff member's employment under section 29 of the *Public Service Act 1999*.

Upon termination the employee will be paid a lump sum comprising:

- the balance of the retention period (as shortened for the NES under sub-clause 48.26⁽²⁾) and this payment will be taken to include payment in lieu of notice of termination of employment; and
- an additional redundancy payment equal to the amount the retention period was shortened under sub-clause 48.26⁽²⁾ above (ie. the NES component).

48.31 Assistance with seeking employment – an excess staff member may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment, where costs are not met by the prospective employer.

48.32 Staff member reduced in classification – during the retention period, the Auditor-General or delegate:

- will continue to take reasonable steps to find alternative suitable employment for the excess staff member; and/or
- may, with 4 weeks notice, reduce the excess staff member's classification or salary level as a means of securing alternative employment for the excess staff member.

48.33 Entitlement to income maintenance - a staff member reduced in classification or salary level before the end of their retention period will be entitled to income maintenance to maintain their salary at their preceding level for the balance of the retention period.

48.34 Relocation expenses – if, as a result of transfer or reduction in classification or salary level, an excess staff member is required to move to a different ANAO locality, the staff member will be entitled to reasonable relocation expenses.

48.35 **Involuntary termination** – the Auditor-General or delegate, subject to subclause 48.9, may terminate on an involuntary basis an excess staff member under section 29 of the *Public Service Act* at the end of their retention period; however:

- (a) the excess staff member will not be terminated involuntarily if they have not been invited to accept an offer of voluntary redundancy, or they have elected to be retrenched but the Auditor-General or delegate has refused to approve it; and
- (b) an excess staff member will not be terminated involuntarily without being given 4 weeks notice of termination (or 5 weeks notice for a staff member over 45 years of age with at least 5 years continuous service), or payment in lieu of notice.

49. Termination of Employment

49.1 **Grounds for termination** – where procedures outlined in this Agreement lead to termination of employment on any of the allowable grounds under section 29 of the *Public Service Act 1999*, those procedures must be followed before an ongoing staff member's employment is terminated. Non-ongoing staff may be terminated at any time on the grounds set out in their contract of engagement.

49.2 **Right to review** – the sole and exhaustive rights and remedies of an employee in relation to termination of employment are those available to the employee under:

- Part 3 of the *Fair Work Act 2009*;
- other Commonwealth laws (including the Constitution); and
- at common law.

49.3 Termination of employment, or a decision to terminate, cannot be reviewed under the dispute prevention and settlement procedures set out in clause 10 or review of action procedures set out in clause 56 of this Agreement.

49.4 Nothing in this Agreement prevents the Auditor-General or delegate from terminating the employment of an employee for serious misconduct, subject to compliance with the procedures established by the Auditor-General or delegate for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

REDEPLOYMENT, REDUCTION & RETRENCHMENT

- Involuntary termination
-

TERMINATION OF EMPLOYMENT

- Grounds for termination
 - Right to review
-

REMUNERATION

50. Salary

50.1 **Payment of salary** – staff will be paid fortnightly in arrears. The fortnightly rate of pay will be based on the following formula:

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

50.2 **May vary pay day** - the Auditor-General or delegate may vary the actual date of payment for organisational and operational reasons, ie. the pay day falling on a public holiday.

50.3 **Method of salary payment** – staff will have their fortnightly salary paid in arrears by electronic funds transfer into a financial institution account(s) nominated by them.

50.4 **Payroll deduction of union membership fees** – ANAO will provide the facility for an employee to have their union membership fees deducted from their pay upon the request of the employee.

51. Salary Packaging

51.1 **Salary packaging** – staff members have the option to access benefits on a salary sacrifice basis to suit individual needs and circumstances and when there is no additional cost to the ANAO. Where staff members take up the option of salary packaging on a 'salary sacrifice' basis, the staff member's salary for purposes of superannuation, severance and termination payments and any other purposes, will be determined as if the salary sacrifice arrangement had not been entered into.

52. Junior Rates

52.1 **Junior rates of pay** – junior rates of pay as a percentage of APS 1 equivalent adult rate Pay Point 1 in the ANAO Broadbanded classification structure will apply as follows:

Under 18 years	60%
At 18 years	70%
At 19 years	81%
At 20 years	91%

53. Graduate APS

53.1 Graduate rates of pay – the following pay arrangements will apply to recruits to the ANAO Graduates program:

- (i) commencing salaries for new Graduates, set at the minimum of the APS 3 pay point; and
- (ii) on successful completion of their 12 months training program, Graduates will be confirmed to the APS 3 classification within the ANAO Broadband Classification Structure. Graduates will then be assessed for promotion to the APS 4 Level using a merit based process.

54. Employer Superannuation Contributions

54.1 Superannuation choice – the ANAO will offer to eligible employees, choice of superannuation fund as required under the *Superannuation Guarantee (Administration) Act 1992*.

54.2 Employer contributions – Where the employer contributions are to an accumulation superannuation fund the employer contribution will be 15.4% of the fortnightly superannuation contribution salary [or ordinary time earnings]. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

54.3 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.

54.4 The Auditor-General may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the ANAO’s payroll system.

GRADUATE APS	
EMPLOYER SUPERANNUATION CONTRIBUTIONS	
•	Superannuation choice
•	Employer contributions

PERFORMANCE MANAGEMENT

The aim of performance management is to improve individual and team performance, which improves organisational performance and, in turn, flows through to better client outcomes and product delivery. .

Supervisors and line managers play a key role in the management and development of their staff. Staff have a responsibility for their own performance and development.

55. Induction

55.1 **Induction process** – the ANAO recognises the importance of a formal induction process that benefits the new starter to the ANAO by providing an understanding of the corporate goals, objectives and values of the organisation. The process, particularly for new APS entrants, also provides detailed information on legal and administrative obligations and responsibilities in the employer/employee relationship within the ANAO and APS generally.

55.2 **Formal and informal induction** – all staff commencing employment with the ANAO will be provided with an induction manual (including a copy of this Agreement). Formal induction seminars will be held on a regular basis throughout the year which will require the attendance of new staff members. This formal process will be supplemented with on-the-job induction from the new staff member's line supervisor or manager.

56. Probation

56.1 **Probation process** – provides new employees with an understanding and appreciation of the requirements of their job and the standard of work expected. The probationary assessment process forms an integral part of performance management in the ANAO. Combined with effective monitoring of a staff member's performance during probation, the probationary assessment process allows a manager or supervisor to identify relevant strengths and weaknesses in a probationer's performance, provide constructive feedback and counselling and to take any necessary remedial action.

56.2 **Persons subject to probation** – unless otherwise determined by the Auditor-General or delegate, all staff (other than Graduate recruits and casual staff) commencing with the ANAO will be subject to probation assessment at two monthly intervals for a period not exceeding 6 months or up to a further period of three months if determined necessary, or some other period which is stated in their letter of engagement or employment contract. At the end of this time, the staff member's engagement will be either continued or terminated.

INDUCTION

- Induction process
- Formal and informal induction

PROBATION

- Probation process
- Persons subject to probation

56.3 **Probation arrangements for APS Graduates** – further to sub-clause 56.2, Graduate recruits will have a probation period of 12 months and if circumstances warrant, may have their probation extended by the Auditor-General or delegate by a maximum further period of 3 months, at which time their engagement is either continued or terminated. The probation process for graduates includes assessing day to day work performance. Unsatisfactory work performance could lead to the termination of engagement.

56.4 **Other matters relating to engagement** – there are a number of requirements that new ongoing staff must satisfy as part of the engagement process. These include:

- (i) **probation** – as per sub-clause 56.2
- (ii) **medical fitness** – new staff members need to be passed as medically fit for ongoing engagement;
- (iii) **security and character clearance** – new staff members including non-ongoing staff, need to obtain a satisfactory security assessment; and
- (iv) **Australian citizenship** – unless the Auditor-General expressly determines otherwise, new staff members both non-ongoing and ongoing, need to be Australian citizens prior to commencing employment with the ANAO.

57. Performance Assessment Scheme

57.1 The Performance Assessment Scheme (PAS) is designed to assist the ANAO achieve its corporate goals through providing feedback on performance and behaviours; identifying and rewarding high levels of performance and behaviours, and identifying and eliminating unacceptable performance.

57.2 **Performance Assessment Scheme arrangements** - the performance assessment cycle will run from 1 November until 31 October, with a mid-term assessment in May each year. The PAS applies to all staff other than Graduates and casual staff.

57.3 For the 12 month assessment period ending 31 October 2011, eligible staff will be assessed under the following regime:

- (i) **‘outstanding’** (4 rating) - will be eligible for a lump sum bonus payment of 7% plus the next salary increase available under this Agreement,
- (ii) **‘more than fully effective’** (3 rating) – will be eligible for a lump sum bonus payment of 3%, plus the next salary increase available under this Agreement.
- (iii) **‘fully effective’** (2 rating) – will be eligible for payment of the next salary increase available under this Agreement;
- (iv) **‘unsatisfactory’** (1 rating) – will not be eligible for payment of the next salary increase available under this Agreement, and will be placed on a Performance Improvement Plan (PIP).

PROBATION

- Probation arrangements for APS Graduates
- Other matters relating to engagement

PERFORMANCE ASSESSMENT SCHEME

- PAS arrangements
- Assessment period ending 31 October 2011

PERFORMANCE ASSESSMENT SCHEME

- Assessment period
commencing 1 November 2011
- Designated supervisor
- Operational details

MANAGING FOR IMPROVED PERFORMANCE

- Individual performance
- Procedural framework

57.4 From 1 November 2011 eligible staff will be assessed under the following revised regime:

- (i) **‘outstanding’** (5 rating) will be eligible for the Outstanding Performers Award Regime with a lump sum bonus payment up to 7%, plus payment of the next salary increase available under this Agreement and salary advancement;
- (v) **‘more than fully effective’** (4 rating) will be eligible for payment of the next salary increase available under this Agreement and salary advancement;
- (ii) **‘fully effective’** (3 rating) will be eligible for payment of the next increase available under this Agreement and salary advancement;
- (iii) **‘requires development’** (2 rating) will be eligible for pay increases under the Agreement but no salary advancement; and
- (iv) **‘unsatisfactory’** (1 rating) will not be eligible for payment of the next salary increase available under this Agreement nor salary advancement, and will be placed on a Performance Improvement Plan (PIP).

57.5 **Designated supervisor** - for the purposes of the Performance Assessment Scheme, line supervisors will have prime responsibility for staff in their work area, unless otherwise determined. However, it is expected that the line supervisor will consult with their Executive Director prior to the allocation of any assessment.

57.6 **Operational details are set out in the Performance Assessment Scheme** – the administration and application of the ANAO Performance Assessment Scheme is set out in the PAS policy and guide. The PAS policy and guide will be reviewed and updated from time to time as necessary.

58. Managing for Improved Performance

58.1 **Individual performance** - the ANAO recognises that, from time to time, an individual’s performance in the workplace may for various reasons fall below the standard required. Similarly, the ANAO acknowledges that a framework needs to be put in place whereby below standard performance is promptly brought to the staff member’s attention and support provided in order to enhance the capacity of the individual to raise their performance to the required standard. However, it is also recognised that there may be situations where the individual is unable to regain the desired standard and therefore, action to terminate, redeploy or reduce the staff member’s classification may be necessary. Staff on probation (including Graduates), non-ongoing APS employees and casual employees are not subject to these procedures. See Table 1, Managing for Improved Performance.

58.2 **Procedural framework** - below standard performance will be addressed using a procedural framework to manage for ‘improved performance’. The framework allows for early intervention during a performance cycle to identify and address below standard performance. The procedures are:

(a) **Performance Cycle**

- (i) where a staff member is not performing at a level commensurate with work level standards at any time during the performance cycle, they will immediately be advised by their supervisor who will provide appropriate counselling and guidance;
- (ii) the counselling process will clearly identify where the performance is below the level and standard expected of the staff member; and
- (iii) an opportunity of up to four weeks will be provided to reach this standard. The staff member will also be given a reasonable opportunity to provide any reasons that may have contributed to the decline in their performance.

(b) **Development of a Performance Improvement Plan (PIP)**

- (i) if, after the initial counselling, the staff member's supervisor concludes the work performance continues to be below the standard required, and assessed as unsatisfactory, then:
- (ii) the supervisor and staff member will, jointly, develop a Performance Improvement Plan (PIP) as outlined in sub-clause 58.3, that is designed to address the performance gap and to provide the support needed for the staff member to regain the desired level of performance. This may include appropriate coaching and training where necessary'; and
- (iii) if at the midpoint or end period of the annual performance cycle a staff member is assessed as 'unsatisfactory' then, following appropriate counselling, the staff member and supervisor will develop a PIP.

(c) **PIP performance satisfactory**

If, at the conclusion of the PIP process, the staff member has regained the required standard, they will continue through to the end of the performance assessment cycle.

(d) **PIP performance unsatisfactory**

- (i) if at the end of the 3 month PIP period the staff member has not regained the standard required, they will be assessed as a 'unsatisfactory';
- (ii) the staff member will be deemed to be inefficient at level and the Auditor-General or delegate will issue a notice of intention to terminate the employment of the staff member;
- (iii) the staff member will then have 7 days to show cause why termination should not proceed; and
- (iv) the Auditor-General or delegate will consider the comments of the staff member and may either:
 - assign the staff member to other duties at level;
 - assign the staff member to other duties at a lower classification; or
 - terminate the employment of the staff member.

**MANAGING FOR
IMPROVED
PERFORMANCE**

- Performance cycle
- Development of a PIP
- PIP performance satisfactory
- PIP performance unsatisfactory

MANAGING FOR IMPROVED PERFORMANCE

- The PIP process
- Salary on reduction

INTERNAL FAIR TREATMENT PROCEDURES

- Co-operation and relationships
- Using internal fair treatment procedures first
- Can request review of actions

58.3 The PIP process - Key elements of the PIP process are:

- (i) the PIP is to be developed jointly between the staff member and the supervisor;
- (ii) there is one single PIP period of a maximum 3 months duration;
- (iii) the PIP is deemed to be in place after 3 meetings between the staff member and their supervisor in a period of not more than 21 days;
- (iv) if completion of the PIP process does not appear possible within this timeframe, the staff member may request that an Executive Director from another work area be appointed to determine the contents of the PIP and bring the development of the PIP process to finality; and
- (v) before a PIP comes into operation, the Executive Director, Corporate Management Branch, will review the processes followed in developing the PIP and sign-off that all necessary procedural requirements have been met.

58.4 Salary on reduction - Where a staff member agrees, in writing, to temporary reassignment of duties at a lower work classification level, the Auditor-General or delegate may determine the rate of salary applicable to the lower classification level. Where a staff member is reduced in classification as a result of action taken due to not meeting the required work standard, following their placement on a PIP, their salary will be reduced accordingly.

59. Internal Fair Treatment Procedures

59.1 Co-operation and relationships - to promote a co-operative and mutually supportive workforce culture in the ANAO which emphasises conciliation rather than conflict, an internal fair treatment procedure is available to staff as an avenue to resolve workplace grievances and complaints. This procedure is in addition to existing formal review of action arrangements under the public service legislative framework.

59.2 Using internal fair treatment procedures first – as far as possible, the following procedures will be used to resolve workplace grievances and complaints before staff take formal action under the public service employment framework.

59.3 Can request review of actions over the past 12 months – a staff member is entitled to request a review under this clause of any action that relates to their employment over the preceding 12 months.

59.4 **Procedures in seeking and dealing with informal request for review** – the staff member affected by an action or decision should, in the first instance, discuss the matter with their supervisor. If it is not resolved or is inappropriate to discuss with the staff member's supervisor, it should be referred to the responsible Executive Director/Group Executive Director or Head of Corporate Management Branch, as appropriate in the circumstances. They will treat the matter in confidence and discuss the matter with the staff member to assess and agree on the appropriate course of action to resolve the complaint.

59.5 **If the matter is not resolved** - then the responsible Executive Director/Group Executive Director will, in consultation with the Executive Director, Corporate Management Branch, appoint a suitably qualified and independent person to:

- resolve the matter by conciliation or mediation; or
- where this is not successful or appropriate, inquire into the matter and report to the Deputy Auditor-General. A written report will be provided to the staff member.

59.6 **The Deputy Auditor-General to determine** - the Deputy Auditor-General will then determine the outcome of the matter having regard to the content of the report. The Executive Director/Group Executive Director or Head of Corporate Management Branch as appropriate will implement the decision of the Deputy Auditor-General.

59.7 **Principles that will apply to the process** - The following principles will apply to the review process:

- all concerns, matters or complaints will be treated expeditiously;
- the onus is on the staff member to establish a case;
- the staff member will specify the outcome sought;
- procedural fairness will apply to all parties to the review:
- parties to the review have the right to know the case against them;
- parties to the review have the opportunity to comment on the material which may result in findings adverse to them;
- the standard of proof to apply will be the balance of probabilities;
- full investigation of all matters; statements and events will only be conducted if preliminary consideration shows this would achieve some useful purpose;
- as far as possible confidentiality and privacy will be observed;
- a staff member may wish to be guided or assisted by a person of their choice (this means another APS employee or employee representative); and
- actions under this clause are not reviewable or cease to be reviewable if the application is frivolous or vexatious

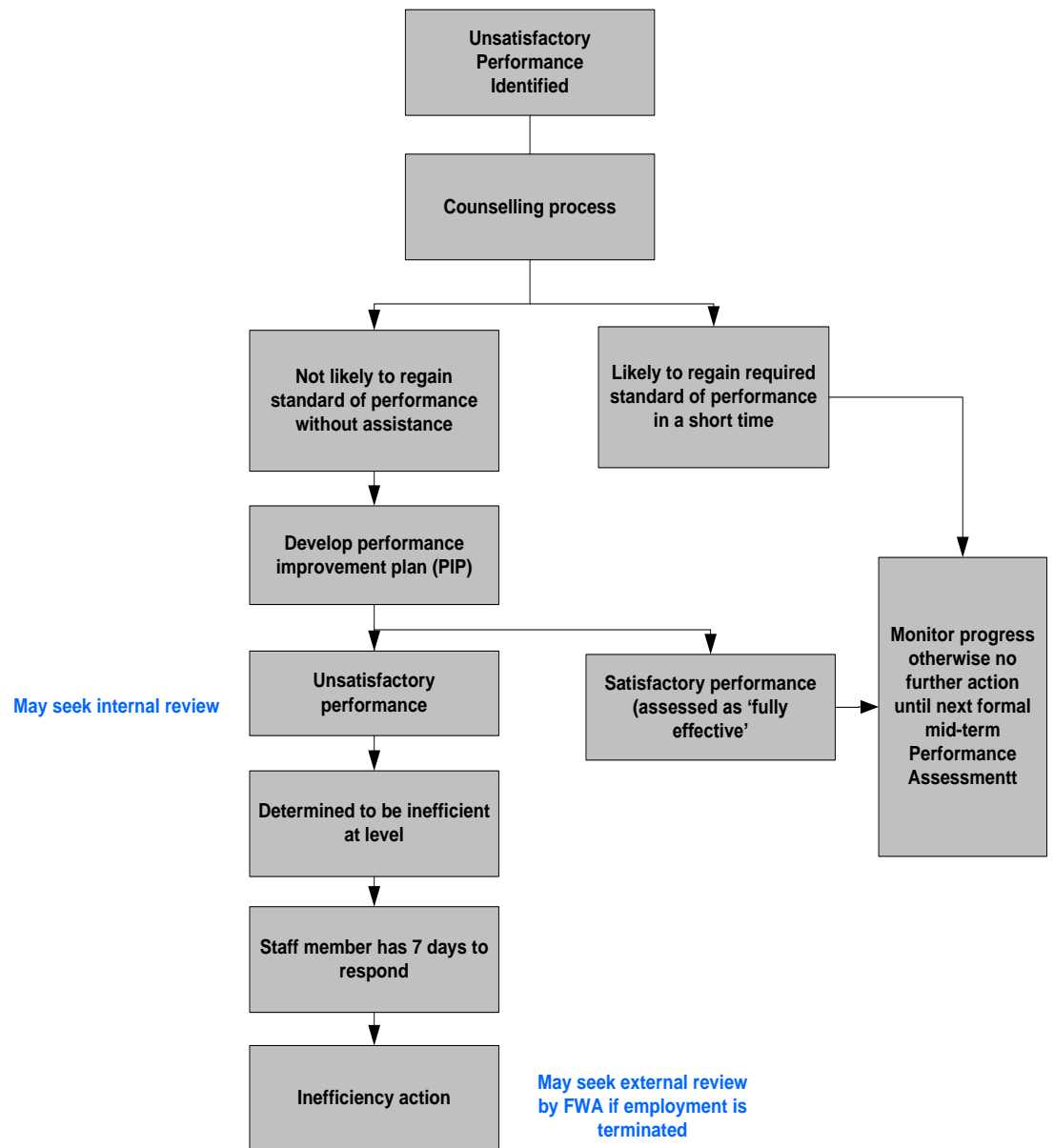
**I N T E R N A L F A I R
T R E A T M E N T
P R O C E D U R E S**

- Procedures in seeking and dealing with informal request for review
 - If the matter is not resolved
 - The Deputy Auditor-General to determine
 - Principles that will apply to the process
-

59.8 **Stay of proceedings pending review** – any review process under this clause does not stay any process for which a review is being sought.

59.9 **If internal process fails to resolve the matter** – if the internal process outlined in sub-clause 59.4 and 59.5 does not resolve the matter to the satisfaction of the staff member, the staff member has access to formal review of action arrangements under the public service legislative framework.

Figure 1: Managing For Improved Performance



INTERNAL FAIR TREATMENT PROCEDURES

- Stay of proceedings pending review
- If internal process fails to resolve the matter
- Managing for improved performance

60. Workplace Consultative Forum

60.1 The ANAO Workplace Consultative Forum (WCF) will be maintained. The membership of the Workplace Consultative Forum will comprise:

- 3 management representatives;
- 3 staff elected representatives; and
- 3 CPSU nominated representatives.

60.2 Meetings will be conducted on a quarterly basis or more frequently if required. The Forum will consider a broad range of operational and strategic issues which affect staff in their workplace. New membership of the Forum will be determined within three months of commencement of this Agreement, with existing members eligible to nominate for membership. The operating procedures of the Forum will be subject to agreement between the various representatives.

61. Principles for workplace delegates

61.1 The ANAO respects the rights of union workplace delegates. The principles are set out in Attachment B.

W O R K P L A C E
C O N S U L T A T I V E
F O R U M

P R I N C I P L E S
F O R
W O R K P L A C E
D E L E G A T E S

MISCELLANEOUS

62. Definitions

62.1 In this Agreement, unless the contrary intention is clear, the following definitions will apply:

Agreement	The Australian National Audit Office Enterprise Agreement, 2011-2014
ANAO	The Australian National Audit Office as established under section 38 of the <i>Auditor-General Act 1997</i>
ANAO Broadbanded Classification Structure	The classification structure has two broadbands. Broadband 1 for APS 1-3 and Broadband 2 for APS4-5
APS	Australian Public Service
APS Level	The classification level as defined in the Public Service Classification Rules made under sub-section 23(1) of the <i>Public Service Act 1999</i>
At Level	The existing nominal classification level and salary
Delegate	An ANAO staff member who is authorised by the Auditor-General to approve or perform certain tasks as provided under the ANAO Enterprise Agreement 2011-2014
Dependent	<p>For a staff member means:</p> <ul style="list-style-type: none">• the staff member's spouse; or• the staff member's partner who stands in a bona fide domestic relationship with the staff member; or• a child or partner of the staff member, or of the spouse/partner of the staff member and who is wholly or substantially dependent upon the staff member.
Employee	A person employed by the ANAO on an ongoing or non ongoing basis under and within the meaning the <i>Public Service Act 1999</i> and covered by this Agreement
Engagement	A person appointed to the Australian Public Service (APS) under Section 22 of the <i>Public Service Act 1999</i> .

Family member	<p>Family or immediate family means:</p> <ul style="list-style-type: none"> • a spouse or defacto partner of the staff member; and/or • a child (including an adopted child, step child, foster child or an ex-nuptial child); and/or • parent, grandparent, grandchild or sibling of the staff member; and/or • a member of the staff member's household; • traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the staff member belongs.
Foster Child	<p>A foster child of a staff member means a child for whom the staff member has assumed primary responsibility for the long term care of the child who is, or will be, under 16 years of age and the child is not (otherwise than because of fostering) a child of the staff member or the staff member's spouse or de facto partner.</p>
Nominal salary	<p>The salary payable to a staff member, excluding a skills allowance, responsibility allowance, first aid, fire warden and diversity and harassment officer allowance, and OH&S allowance</p>
Non-ongoing staff member	<p>A person engaged under <i>the Public Service Act 1999</i> for a specified term, duration of a specific task or duties that are irregular or intermittent</p>
Ongoing staff member	<p>A staff member who is in continuous employment as defined by the <i>Public Service Act 1999</i></p>
Staff member	<p>A person employed by the ANAO on an ongoing or non ongoing basis under and within the meaning of the <i>Public Service Act 1999</i> and covered by this Agreement</p>
Supervisor	<p>A staff member who has operational and/or supervisory responsibility (which may extend across functional lines) for another staff member or a group of staff members within the ANAO</p>
Work Level Standards	<p>Work requirements and responsibilities of a job within the ANAO that determine its Salary Band and classification grouping</p>
Workplace Consultative Forum	<p>The body established to provide for staff participation in a range of issues that effect their working environment, including consultation on staffing policies</p>

63 Formal Acceptance of the Agreement

63.1 This Agreement is made and approved under section 172 of the *Fair Work Act 2009*. It is an Enterprise Agreement between the ANAO and its employees whose employment is subject to this Agreement.

63.2 By signing below, the parties to the Agreement signify their acceptance of its terms and conditions.

Employer

.....

Date

Ian McPhee, Auditor-General

For and on behalf of the Commonwealth of Australia

Bargaining Representatives

.....

Date

Community and Public Sector Union

ANAO BROADBAND CLASSIFICATION STRUCTURE

Current Structure ¹			New salary scales ²					
On Agreement date of effect 4% increase			After Agreement date of effect	1/7/2012 3.0% increase	1/7/2013 2.0% increase	1/03/2014 1.67%		
EL2	Band 5	Band 5	Band 5	Band 5	Band 5	Band 5	WLS Group 5	
	9	121,930	126,807	7	130,864	134,790		137,486
	8	119,292	124,064	6	126,531	130,327		132,934
	7	116,654	121,320	5	122,196	125,862		128,379
	6	114,015	118,576	4	117,861	121,397		123,825
	5	111,377	115,832	3	113,526	116,932		119,271
	4	108,738	113,088	1.1	109,191	112,467		114,716
	3	106,100	110,344	1	104,856	108,002		110,162
	2	103,461	107,599					
	1	100,823	104,856					
EL1	Band 4	Band 4	Band 4	Band 4	Band 4	Band 4	WLS Group 4	
	5	98,943	102,901	4	102,901	105,988		108,108
	4	96,158	100,004	3	99,037	102,008		104,048
	3	93,372	97,107	2	95,175	98,030		99,991
	2	90,586	94,209	1	91,313	94,052		95,933
	1	87,801	91,313					
APS6	Band 3	Band 3	Band 3	Band 3	Band 3	Band 3	WLS Group 3	
	4	82,226	85,515	4	85,515	88,080		89,842
	3	78,594	81,738	3	81,738	84,190		85,874
	2	75,067	78,070	2	78,070	80,412		82,020
	1	71,541	74,403	1	74,403	76,635		78,168
APS5	Band 2	Band 2	Band 2	Band 2	Band 2	Band 2	WLS Group 2	
	4	71,540	74,402	4	74,402	76,634		78,167
	3	69,538	72,320	3	72,320	74,490		75,980
	2	67,595	70,299	2	70,299	72,408		73,856
	1	65,652	68,278	1	68,278	70,326		71,733
APS4	3	62,821	65,334	3	65,334	67,294	68,640	WLS Group 1(b)
	2	59,990	62,390	2	62,390	64,262	65,547	
	1	57,159	59,445	1	59,445	61,228	62,453	
APS3	Band 1	Band 1	Band 1	Band 1	Band 1	Band 1	WLS Group 1(b)	
	3	56,863	59,138	3	59,138	60,912		62,130
	2	54,723	56,912	2	56,912	58,619		59,791
	1	52,581	54,684	1	54,684	56,324		57,450
APS2	5	52,580	54,683	5	54,683	56,323	57,449	WLS Group 1(a)
	4	51,510	53,570	4	53,570	55,177	56,281	
	3	50,439	52,457	3	52,457	54,031	55,112	
	2	49,369	51,344	2	51,344	52,884	53,942	
	1	48,298	50,230	1	50,230	51,737	52,772	
APS1	5	48,297	50,229	5	50,229	51,736	52,771	WLS Group 1(a)
	4	46,155	48,001	4	48,001	49,441	50,430	
	3	44,014	45,775	3	45,775	47,148	48,091	
	2	41,872	43,547	2	43,547	44,853	45,750	
	1	39,731	41,320	1	41,320	42,560	43,411	

¹ All staff will carry their individual salary into the new structure and will receive a 4% salary increase

² See Clause 16.5 – New Salary Advancement arrangements commence 1 November 2012

Principles for Workplace Delegates

The ANAO and workplace delegates must deal with each other in good faith and show mutual respect.

The rights of union workplace delegates and recognised representatives include but are not limited to:

- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
- the right to participate in collective bargaining on behalf of those who they represent, as per the Fair Work Act;
- the right to reasonable paid time to provide information to and seek feedback from employees in the workplace;
- reasonable paid time off to represent union members in the agency at relevant union forums;
- reasonable access to agency facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union, subject to agency policies and protocols;
- reasonable paid time during normal working hours to consult with colleagues in the workplace;
- reasonable access to appropriate training in workplace relations matters including training provided by a union;
- the right to consultation, and access to relevant information about the workplace and the agency; and
- the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

The ANAO will seek to facilitate official union communication with employees by means that may include:

- the use of email as a means of communicating with employees and other means of information sharing, including written materials, electronic billboards and access to websites; and
- group or individual meetings between employees and their representatives.

In exercising their rights, workplace delegates and unions will consider operational issues, ANAO policies and guidelines and the likely affect on the efficient operation of the ANAO and the provision of services by the Commonwealth.