



Enterprise Agreement

2016-2019



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AUSTRALIAN NATIONAL AUDIT OFFICE ENTERPRISE AGREEMENT 2016-2019

OPERATION OF AGREEMENT

1. Title

1.1 This Agreement is made under section 172 of the *Fair Work Act 2009* (FWA) and shall be known as the Australian National Audit Office Enterprise Agreement 2016-2019 (Agreement).

2. Parties Covered by this Agreement

2.1 In accordance with 172 of the FWA, this Agreement covers the Auditor-General (on behalf of the Commonwealth of Australia), and all ANAO employees, (except those listed at 2.2) employed under the *Public Service Act 1999*.

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

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

3. Duration of this Agreement

3.1 This Agreement will commence operation seven days after approval by Fair Work Commission and will nominally expire three years after commencement of the Agreement.

4. Operation of this Agreement

4.1 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.

4.2 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.

5. Consultation and Communication

5.1 This consultation clause applies if the ANAO:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

5.2 For a major change referred to in paragraph 5.1(a):

- (a) the ANAO must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 5.3 to 5.9 apply.

5.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

5.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the ANAO must recognise the representative.

5.5 As soon as practicable after making its decision, the ANAO must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

5.6 However, the ANAO is not required to disclose confidential or commercially sensitive information to the relevant employees.

5.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

5.8 If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 5.2(a) and clauses 5.3 and 5.5 are taken not to apply.

5.9 In this clause, a major change is *likely to have a significant effect on employees* if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

5.10 For a change referred to in paragraph 5.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) clauses 5.11 to 5.15 apply.

5.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

5.12 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

5.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

5.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

5.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

5.16 In this clause:

relevant employees means the employees who may be affected by a change referred to in clause 5.1.

6. Workplace Consultative Forum

6.1 The ANAO will have a Workplace Consultative Forum (WCF). The WCF will be convened to address matters of employment concern, including those arising from the implementation and operation of this Agreement.

6.2 The operating procedures of the WCF will be subject to agreement between management and the elected representatives.

7. Individual Flexibility Arrangement

7.1 The Auditor-General and employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of any of the terms of the Agreement, where the arrangement meets the genuine needs of the employee and the ANAO.

7.2 The Auditor-General must ensure that a flexibility arrangement agreed to under this clause:

- (a) is about permitted matters under section 172 of the FWA;
- (b) does not include unlawful terms under section 194 of the FWA;
- (c) results in the employee being better off overall than if no arrangement was agreed to;
- (d) is in writing;
- (e) is signed by both the employee and the Auditor-General, and, if the employee is under 18, is signed by their parent or guardian;
- (f) is able to be terminated by either the employee or the Auditor-General giving no more than 28 days written notice, or at any time by agreement between the employee and the Auditor-General in writing; and
- (g) is given to the employee within 14 days after it is agreed to.

7.3 A flexibility arrangement must be agreed between the employee and the Auditor-General.

8. Dispute Prevention and Resolution

8.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

- 8.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 8.5 The Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission 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 the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

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

- 8.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (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 occupational 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.

9. Delegation

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

CLASSIFICATION STRUCTURE AND SALARY INCREASES

10. ANAO Broadbanded Classification Structure

- 10.1 The ANAO broadbanded classification structure is at **Attachment A**. The ANAO broadband arrangements, including progression criteria, are in accordance with the ANAO Remuneration Model.
- 10.2 The ANAO broadbanded classification structure has three broadbands, Broadband 1 for APS 1 to APS 3 classifications and Broadband 2 for APS 4 to APS 5 classifications and a training Broadband 3 for APS 3 to APS 4 classification (for Graduates).

11. Salary Increases

- 11.1 **Salary increases** – the salary increases under this Agreement are as shown in **Attachment A** and are as follows:
- (i) 2% - on commencement of this Agreement;
 - (ii) 2% - 12 months after commencement; and
 - (iii) 2% - 24 months after commencement.

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

- 12.1 **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, 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 may approve some other salary on commencement within the ANAO broadbanded classification structure and Remuneration Model.
- 12.2 **Salary on promotion, advancement through a broadband, or engagement** – employees commencing on engagement or promoted or advanced 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 may approve payment of a higher salary within the ANAO Remuneration Model, after taking into consideration the experience, skills, and qualifications of the employee. 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, advancement, or engagement, an employee salary is set at an incorrect salary within the applicable salary scale, the Auditor-General, may determine, in writing, the payment of the correct salary to the employee.
- 12.3 **Temporary movement/assignment between classifications and payment of a responsibility allowance** – where the Auditor-General has requested an employee to perform work at a higher classification:
 - (i) it may be considered as a development opportunity by providing the employee 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 Auditor-General 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 and Career Development Program.
- 12.4 **Salary advancement** – on 1 November each year commencing 1 November 2016, 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 ANAO pay point for at least six months; and
 - (iii) received a rating of *Meeting Expectations* or above in the prior performance cycle (an equivalent rating of satisfactory if transferred, promoted or engaged by the ANAO).
- 12.5 For Executive Level employees 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 Auditor-General and in accordance with the ANAO Remuneration Model.

EMPLOYMENT CONDITIONS

13. Hours of Work

- 13.1 **Ordinary hours of work** – subject to clause 13.2, the ordinary hours of work for full-time employees are 7.5 hours per day / 37.5 hours per week / 150 hours over a four week settlement period.
- 13.2 **Auditor-General and employee to agree work hours** – The Auditor-General and an employee may agree on some other total hours of work and settlement period, providing the hours of work average 37.5 hours per week over the agreed settlement period.
- 13.3 **Part-time employees** – for part-time employees, hours of work are those as agreed in their part-time work arrangements agreement, (see clause 21 for definition of part-time employment).
- 13.4 **Substitution time**– where an employee requests to work outside the ordinary hours of work described at clause 13.1, 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 the Auditor-General. Any hours worked on this basis will be considered '*ordinary hours*' and will not attract overtime rates or any other special benefits.

14. Flexible Working Arrangements

- 14.1 An employee may request flexible working arrangements in accordance with section 65 of the FWA. More information is available in the ANAO Employment Manual.
- 14.2 The Auditor-General may approve an employee to work away from the office, subject to operational requirements.
- 14.3 The Auditor-General and employees, including at the Executive Level, may agree to a pattern of work by which the employee will achieve agreed outcomes and have flexibility in their work attendance arrangements. The factors that may be taken into account when determining a pattern of work are: ANAO operational requirements; impact on auditees; impact on other members of the work group; and the personal needs of the employee.

15. Working Patterns

- 15.1 **The Auditor-General and employee to agree work patterns** – the pattern by which employees will perform the hours of work specified in clause 13 is a matter for agreement between the Auditor-General and the employee, taking into account operational requirements of the ANAO. 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.

16. Time Recording

- 16.1 **Employees to record hours worked** – ANAO employees will record the hours worked and details of the work they have undertaken on individual tasks on the designated ANAO time recording system.

17. Recording Attendance

- 17.1 **Standard day** – for the purposes of recording leave absences and attendance, 7.5 hours is the standard day applying to employees from the date of commencement of this Agreement.

18. Flextime Scheme

- 18.1 **Flextime** is a formal system of flexible working hour's arrangements which enables employees and the Auditor-General to vary working hours, patterns and arrangements.
- 18.2 **Eligibility** – the accumulation of hours, as prescribed in sub-clause 18.3, and the taking of these hours as flex leave under the flextime scheme, is only available to employees at the APS 1 to APS 6 classification.
- 18.3 **Maximum credit carry over** – employees may accumulate a maximum of 37.5 hours flex credit at the end of their settlement period. This limitation does not apply during periods of peak workload, subject to Auditor-General approval.
- 18.4 **Maximum debit carry over** – eligible employees may carry over a maximum of 10 hours flex debit accumulated in any settlement period into the next settlement period.
- 18.5 **Excess flex debit** – in circumstances where:
- (i) the maximum debit is exceeded at the end of a settlement period, the employee 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 employee's salary or annual leave may be substituted.
- 18.6 **Local working patterns** – other issues that the Auditor-General and employees 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 employee and other members of the work group; and
 - (iii) any other relevant issues for the employee or work group, including flextime carryover credits.
- 18.7 **Auditor-General to ensure employees access to flex leave** – for the flextime arrangements to work effectively, the Auditor-General has a responsibility to manage the hours of work of his employees to ensure that employees are productively employed and are not accumulating excessive flex credits without the opportunity to reasonably access flex leave.

19. Reversion to Standard Hours

- 19.1 **Removal of flexible working arrangements** – access to flexible working arrangements will not apply in circumstances where:
- (i) the Auditor-General reasonably considers that the employee's attendance is unsatisfactory; and/or

(ii) the Auditor-General considers that the employee is misusing the arrangements.

19.2 **Standard hours** – where flexible working arrangements no longer apply, employees will revert to standard hours. Standard hours are 7.5 hours per day, to be worked from 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm.

19.3 **Restoration of flextime** – access to flexible working arrangements may be restored when the Auditor-General is satisfied that the employee’s attendance is satisfactory.

20. Absent from Duty

20.1 Where an employee 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.

21. Part-time Employment

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

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

21.3 **Employees may seek part-time work** – The Auditor-General will agree to reasonable requests for part-time work, subject to operational requirements. 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 15). 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.

21.4 **May vary hours** – part-time employees may, with the agreement of the Auditor-General and subject to operational requirements, vary their hours of work and/or working patterns (see clause 15) within an agreed settlement period.

21.5 **Conversion of current arrangements**– employees will not be required to convert from full-time to part-time hours, or vice versa, without their written consent. Part-time employees may revert to full-time employment subject to operational requirements and the agreement of the Auditor-General. Additional information on access to part-time arrangements is available in the ANAO Employment Manual.

22. Casual Employment

22.1 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.

23. Annual Leave

23.1 **Four weeks leave entitlement** – all employees will have an entitlement to four weeks (20 days) annual leave per year, with part-time employees eligible on a pro-rata basis. An employee’s entitlement to paid annual leave accrues progressively during a year of service according to the employee’s ordinary hours of work, and accumulates from year

to year. Leave is credited every payday fortnight. Subject to organisational requirements and approval by the Auditor-General, leave is available for use as it accrues.

- 23.2 **Anticipation of annual leave** – employees who have insufficient leave credits may, subject to approval by the Auditor-General, anticipate one week’s leave to cover emergency situations and when employees have exhausted their personal leave.
- 23.3 **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. Approval to take half pay annual leave is subject to the proposal meeting operational requirements. Combinations of full and half pay absences are allowable. Leave taken on half pay will count as service for all purposes.
- 23.4 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.
- 23.5 **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 employee’s annual leave credit. The rate of payment for a public holiday will be as follows:
- annual leave at half pay on one side of the public holiday and full pay on the other side – the public holiday will be paid at full pay; or
 - annual leave at half pay on both sides of the public holiday – the public holiday will be paid at half pay.
- 23.6 **Leave without pay and effect on annual leave accrual** – any continuous period of miscellaneous leave without pay greater than 30 calendar days will not count as service for annual leave purposes.
- 23.7 **Employees on compensation leave** – employees on worker’s compensation leave for more than 45 weeks per claim will have their annual leave credits reduced in accordance with sub-clause 23.6. For employees on an approved graduated return to work program they will accrue annual leave on the basis of hours actually worked.
- 23.8 **Excessive annual leave** – an employee, 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.
- 23.9 **Variation to excessive annual leave** – the Auditor-General may, in exceptional circumstances and with the employee’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.
- 23.10 **Cash out of annual leave** – employees may make a written request to cash-out up to three weeks annual leave credit each calendar year, with a minimum cash-out of one week’s leave. Each agreement to cash out a particular amount of paid annual leave must be in writing. 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 employee's periodic rate of pay at the time the request is made.

24. Purchased Leave

- 24.1 An ongoing employee may, with the approval of the Auditor-General, purchase up to an additional 5 weeks leave. Salary payments will be averaged over the whole year to ensure that a standard rate is received each fortnight. Purchased leave will count as service for all purposes. Further information is available in the ANAO Employment Manual.
- 24.2 When an employee ceases employment with the ANAO, the purchased leave credits and payments will be reconciled and payments recovered, or refunded as appropriate. Unused purchased leave credits are not transferrable between agencies.

25. Personal/Carer's Leave/Compassionate Leave

- 25.1 **Accrual rate** – full-time employees are eligible to 15 days personal leave for each 12 months of completed service. An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. This leave accrues on a pro-rata basis every pay day fortnight.
- 25.2 **Personal leave on engagement** – a full-time ongoing employee on the date of engagement with the ANAO will be credited with 15 days full pay personal leave. After 12 months of continuous service, these 15 days per annum will accrue on a pro rata fortnightly basis. Arrangements in relation to the engagement of part-time ongoing employees are similar, with credits accruing based on their actual hours worked. (Note: employees 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 27).
- 25.3 **Non-ongoing employees** – subject to sub-clause 25.10 of this Agreement, non-ongoing employees 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 employees are eligible for unpaid personal leave.
- 25.4 **Medical certificate not required** – employees 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.
- 25.5 **Entitlement** – employees are entitled to take personal/carer's 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 an employee has exhausted their paid personal/carer's 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 25.4 and 25.7 of this Agreement.

- 25.6 **Compassionate leave** – an employee 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. An employee may be required, at the discretion of the Auditor-General, 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.
- 25.7 **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 employee may make a statutory declaration stating the period of personal illness or injury.
- 25.8 **Access to personal/carer's leave while on annual leave, or long service leave** – an employee who is medically unfit or has carer's duties consistent with sub-clause 25.5 (a) and (b) while on any period of paid leave (other than parental leave) and, who produces reasonable evidence (consistent with sub-clause 25.7), may apply for personal/carer's leave. Their leave will be re-credited to the extent of the period of personal leave granted.
- 25.9 **Leave without pay and effect on leave accrual** – any continuous period of miscellaneous leave without pay greater than 30 calendar days will not count as service for personal/carer's leave purposes.
- 25.10 **Employees on worker's compensation** – an employee 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.
- 25.11 **Employees may exhaust credits** – an employee will not, without their consent, be retired on invalidity grounds before their personal leave and/or annual leave credits are exhausted, unless provided by legislation.
- 25.12 **Anticipation of personal/carer's leave** – the Auditor-General may allow an employee 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.

26. Other Leave

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

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

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

Other Leave with pay includes, but is not limited to, where an employee engages in community service activities such as jury service and emergency management activities as defined in the FWA.

Where leave is refused, the employee will be advised in writing of the reason for the decision. Further information regarding Other Leave is available in the ANAO Employment Manual.

26.3 **Christmas/New Year Close-Down**

- (i) The ANAO office will be closed for normal business purposes from 25 December until the first working day following 1 January each year. Employees will be stood-down on pay without deduction from leave credits.
- (ii) An employee 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 Auditor-General.

26.4 **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 fulfil 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. 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.
- (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.

27. Portability of Leave

27.1 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.

- 27.2 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, 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.
- 27.3 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.
- 27.4 For the purposes of this clause:
- 'APS employee' has the same meaning as the *Public Service Act 1999*; and
 - 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

28. Long Service Leave

- 28.1 An employee is eligible for Long Service Leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 28.2 The minimum period during which Long Service Leave can be taken is seven calendar days at full pay (or 14 calendar days at half pay). Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

29. Parental Leave

- 29.1 **Maternity and Parental Leave** - The entitlement to maternity leave is provided under the *Maternity Leave (Commonwealth Employees) Act 1973*. Division 5 of Part 2-2 of the FWA sets out the entitlements to parental leave.
- 29.2 An eligible employee who is entitled to paid maternity leave under sub-clause 29.1 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*.
- 29.3 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 FWA.
- 29.4 **Adoption Leave** – An employee, who meets the same qualifying service that applies to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, who is the primary caregiver of an adopted child who:
- is, or will be, under school age 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 or step-child of the employee or the employee's partner, unless that child had not been in the custody and care of the employee or the employee's partner for a significant period of time;

is entitled to 15 weeks paid leave from the date of the placement of the child.

- 29.5 **Foster Care and Permanent Care Orders** - An employee, who meets the same qualifying service that applies to paid maternity leave under the Maternity Leave Act, 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.
- 29.6 Employees who are eligible for paid maternity or parental leave under clauses 29.1, 29.4 or 29.5, may elect to have the payment for that leave spread over a maximum of 30 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, only half of the total weeks of the leave paid will count as service.
- 29.7 **Supporting Partner Leave** - 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 subject to issue of a certified birth certificate. The leave can be taken on full pay or half pay. Where a public holiday occurs during the period of leave, the period of the public holiday will not be included as part of the leave period.

Further information relating to the leave provisions outlined in clause 29 can be found in the ANAO Employment Manual.

30. Public Holidays

- 30.1 An employee is entitled to public holidays in accordance with section 115 of the FWA.
- 30.2 An employee, who is absent on a day or part-day that is a public holiday at 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.
- 30.3 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).

31. Allowances

- 31.1 **Review** – During the course of this Agreement, the Auditor-General may review the allowances and/or provide guidance to employees and supervisors.
- 31.2 **Motor Vehicle Allowance** – The Auditor-General may authorise, where the employee is agreeable, an employee to use a private vehicle, owned, hired or novated by the employee at their expense, for official purposes, where the Auditor-General 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 employee by the most efficient means. Such authorised employees will

receive a Motor Vehicle Allowance in accordance with the rates set by the *Tax Assessment Regulations 1997*.

- 31.3 **First Aid Allowance** – where an employee possesses the required qualifications and ability and is appointed as a First Aid Officer by the Auditor-General, they will be paid a First Aid Allowance of \$22.00 per fortnight. Further information can be found in the ANAO Employment Manual.
- 31.4 **Fire Warden Allowance** – where an employee who has undertaken the relevant training and is appointed by the Auditor-General to perform the duties of a designated Fire Warden, they will be paid an allowance of \$16.00 per fortnight. Further information can be found in the ANAO Employment Manual.
- 31.5 **Diversity Contact Officer Allowance** – where an employee who has undertaken the relevant training and is appointed by the Auditor-General to perform the duties of a designated Diversity Contact Officer, they will be paid an allowance of \$16.00 per fortnight. Further information can be found in the ANAO Employment Manual.
- 31.6 **Health and Safety Representative Allowance** - where an employee who has undertaken the relevant training and is appointed by the Auditor-General to perform the duties of a Health and Safety Representative, they will be paid an allowance of \$16.00 per fortnight. Further information can be found in the ANAO Employment Manual.
- 31.7 **Restriction allowance** – where an employee is required by the Auditor-General to be contactable and available to respond to office security and maintenance matters outside the hours of work in clause 13, the employee, other than Executive Level employees or equivalent, will be eligible for payment of a restriction allowance of \$98 per fortnight. Further information can be found in the ANAO Employment Manual.
- (i) if required to attend ANAO premises as a result of this restriction provision, employees are eligible for payment of an allowance at the rate of two hours at double time, inclusive of travelling time, as per sub-clause 33.8, with a maximum payment of 5 hours double time in any 24 hour period.
- 31.8 **Parking fees** – reimbursement of parking fees will be available to employees where they are required to attend audited entities' premises on official ANAO business in accordance with ANAO financial management procedures.
- 31.9 **Professional membership fees** – employees are eligible for an annual payment or reimbursement of professional fees. Further information is available in the ANAO Employment Manual.
- 31.10 **Studies assistance** – employees undertaking approved study may be reimbursed expenses. Further information is available in the ANAO Employment Manual.
- 31.11 **Flu vaccination** – the ANAO will provide annually, at no expense to employees, access on a voluntary basis to a flu vaccination.
- 31.12 **Health assessment** – the ANAO will provide annually, at no expense to employees, access to a voluntary health assessment.

32. Travel

- 32.1 Employees undertaking work away from the office involving an overnight absence are entitled to be compensated for any reasonable expenses fairly incurred while on official travel. Where an employee is required to travel interstate for official purposes which do not involve an overnight absence, a part-day travel allowance is also payable. The approval and payment arrangements are outlined in the ANAO Financial Management Procedures and Employment Manual.
- 32.2 The employment conditions for an employee deployed overseas on an aid program funded by the relevant agency (currently the Department of Foreign Affairs and Trade), will be consistent with the prevailing whole of government overseas travel conditions.

33. Overtime

- 33.1 Payment of overtime is to compensate those eligible employees who are requested to undertake additional work for the organisation over and above their ordinary daily hours (7.5 hours). Where necessitated by operational requirements, an employee may be required to work on weekends or public holidays.
- 33.2 **Eligibility for overtime** – employees at or below the APS 6 classification are eligible for payment of overtime.
- 33.3 **Prior approval** – flexible working hour's arrangement is the preferred option than use of overtime. If circumstances do not permit prior written approval, written approval must be sought as soon as possible after the completion of the overtime.
- 33.4 **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 7.5 hours, or longer if agreed under clause 13 of this Agreement; and
 - (ii) Saturday, Sunday or Public Holiday.
- 33.5 **Meal allowances** - are not payable during periods of overtime.
- 33.6 **Minimum payment** – payment for overtime will be calculated on the employee's actual salary, and to the nearest quarter hour with a minimum payment of 3 hours for all occasions.
- 33.7 **Rate of payment** – payment of overtime will be at time and a half for work performed Monday to Friday and Public Holidays in accordance with section 115 of the FWA and double time for work performed on Saturday and Sunday.
- 33.8 **Formula for overtime payments** – the formula for payment of overtime for full-time employees is:

Time and a half rate

$$\begin{array}{ccccccc} \text{Annual salary} & & \times & & \frac{6}{37.5 \text{ weekly hours}} & & \times & & \frac{3}{2} \\ 313 & & & & & & & & \end{array}$$

Double time rate

<u>Annual salary</u>	X	<u>6</u>	X	<u>2</u>
313		37.5 weekly hours		1

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

34. Loss or Damage to Clothing and Personal Effects

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

35. Relocation Assistance

- 35.1 Where an employee 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 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 employee or employee and those accompanied by a spouse, partner, children, or household family member; and
- (iii) temporary accommodation.

- 35.2 The employee or potential employee 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.

36. Working from Home

- 36.1 An employee may, with the prior agreement of the Auditor-General, work from home on a temporary basis, but not exceeding 26 days in any one calendar year, unless otherwise approved by the Auditor-General. Further information is available in the ANAO Employment Manual.

37. Staff Health, Welfare and Working Environment

- 37.1 The ANAO will provide employees with access to health and wellbeing initiatives including an Employee Assistance Program, a Workplace Diversity Program and a Respectful and Productive Workplace initiative. Further information is available in the ANAO Employment Manual.

38. Redeployment, Reduction and Retrenchment

38.1 Where it has been determined that there are more employees than necessary to perform the work required, those employees who are excess to organisational requirements are entitled to the benefits set out in this Agreement.

Coverage

38.2 The following provisions will apply to all ANAO employees, with the exception of:

- (a) ongoing employees on probation, and
- (b) non-ongoing employees.

Definition of excess employee

38.3 An employee is an excess employee if:

- (a) they are included in a class of employees employed in the ANAO, which comprises a greater number of employees than is necessary for the efficient and economical working of the ANAO; or
- (b) the services of the employee 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
- (c) the duties usually performed by the employee are to be performed at a different locality, and the employee is not willing to perform duties at the locality and the Auditor-General or delegate has determined that these provisions will apply to that employee.

Consultation with potentially excess employees

38.4 When the Auditor-General is aware that an employee is likely to become excess, the Auditor-General will advise the employee.

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

38.6 The Auditor-General or delegate will hold discussions with the employee to advise them of the reasons they may become excess and to consider:

- (a) measures that could be taken to resolve the situation including redeployment opportunities for the employee at or below level including through any APS-wide deployment mechanism which might exist at the time;
- (b) referral to a service provider approved by the Auditor-General to provide career planning and other appropriate assistance; and
- (c) whether Voluntary Retrenchment might be appropriate.

38.7 The Auditor-General may, prior to the conclusion of these discussions, invite an employee who is not a potentially excess employee to express interest in Voluntary Retrenchment, where the retrenchment of that employee would permit the redeployment of an employee who is potentially excess.

Declaring an employee excess

- 38.8 At least four weeks after advising the employee in accordance with clause 38.4 that they are likely to become excess, the Auditor-General may advise the employee in writing that they are an excess employee. The employee and the Auditor-General may agree to a shorter period.

Voluntary Retrenchment

- 38.9 Where an employee is advised that they are an excess employee in accordance with clause 38.8, the Auditor-General may invite the excess employee to accept Voluntary Retrenchment.
- 38.10 Where the Auditor-General invites an excess employee to accept voluntary retrenchment, the employee will have 4 weeks 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 ANAO, before the end of that period without consulting the employee.
- 38.11 A staff member invited to accept voluntary retrenchment will, within the one month period as per sub-clause 38.10, be given information on the:
- (i) amount of severance pay, pay in lieu of notice and paid leave credits;
 - (ii) superannuation benefits and entitlements;
 - (iii) taxation rules applying to the various payments; and
 - (iv) availability of assistance up to a maximum amount of \$900, for financial advice and career planning.
- 38.12 Only one offer of voluntary retrenchment will be made to an excess employee.

Period of Notice

- 38.13 Where an excess employee accepts voluntary retrenchment, the Auditor-General may retrench the employee by giving the required notice of termination under section 29 (3) (a) of the Public Service Act. The period of notice will be 4 weeks (or 5 weeks in the case of an employee over 45 years of age and with at least 5 years continuous service).
- 38.14 Where an employee is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in the FWA for the unexpired portion of the notice period.

Severance Benefit

- 38.15 An employee whose employment is terminated under section 29 (3) (a) of the Public Service Act following their agreement to be voluntarily retrenched is entitled to be paid a severance benefit of an amount 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 National Employment Standards (NES).
- 38.16 The minimum sum 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 an employee has worked part-time hours during his or her period of service and the

employee has less than 24 years of full-time service, subject to any minimum amount the employee is entitled to under the NES.

38.17 Service for severance pay purposes means:

- (i) service in the ANAO;
- (ii) Government service as defined in Section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- (iii) Service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
- (iv) service with the Australian Defence Forces;
- (v) APS service immediately preceding deemed resignation under the repealed section 49 of the Public Service Act if the service has not previously been recognised for severance pay purposes; and
- (vi) 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.

Rate of Payment

38.18 Salary for making any payment under sub-clause 38.15 will include:

- (i) the employee's salary at their substantive work value level; or
- (ii) a higher salary, where the employee 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 employee 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.

Accelerated Separation Option and Additional Payment

38.19 Where the Auditor-General invites an excess employee to accept a Voluntary Retrenchment, the Auditor-General may also invite the excess employee to accept an accelerated separation option. This option provides, in addition to the severance benefit, a payment of a maximum of four weeks' salary in lieu of the consideration period referred to in clause 38.10, where the excess employee agrees to termination of employment and the employment is so terminated within 14 days of receiving an offer of Voluntary Retrenchment. Any payment to which the employee is entitled will be equal to the balance of the four week period referred to in clause 38.10.

Retention Period

38.20 An excess employee will be entitled to the following retention period:

- (i) 13 months where the employee has 20 or more years of service or is over 45 years of age; or

- (ii) 7 months for other employees.
- 38.21 If an employee is entitled to a redundancy payment in accordance with the NES, the relevant period in sub-clause 38.20 will be 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).
- 38.22 The retention period will commence on the day the employee is advised in writing by the Auditor-General, in accordance with clause 38.10, that they are an excess employee.
- 38.23 The retention period will be extended by any periods of certified personal leave, taken for the purposes of personal illness or injury during the retention period.
- 38.24 Where:
- (a) an excess employee has been receiving redeployment assistance from a service provider for two months; and
 - (b) the service provider advises that there is no reasonable prospect of redeployment in the APS; and
 - (c) the Auditor-General is satisfied that there is insufficient productive work available for the employee within the ANAO during the remainder of their retention period;
- the Auditor-General may, in consultation with the employee, terminate the employment of the employee under section 29 of the Public Service Act. Upon termination, the employee will be paid a lump sum comprising the balance of the retention period (as shortened for the NES under clause 38.21) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus the employee's NES entitlement to redundancy pay.

Redeployment

- 38.25 Where an excess employee does not accept an offer of Voluntary Retrenchment or the accelerated separation option within four weeks of the offer being made, the redeployment arrangements of this Agreement will apply.
- 38.26 An excess employee will have access to the APS-wide redeployment mechanisms.
- 38.27 An excess employee will be entitled to a period of retention in which they will have access to the services of a provider approved by the Auditor-General in order to assist them to be redeployed. The employee is also entitled to funding for financial advice to the value of \$900 less any amount already paid in accordance with clause 38.11 (iv).
- 38.28 **Employee reduced in classification** – during the retention period, the Auditor-General 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 employee's classification or salary level as a means of securing alternative employment for the excess employee.
- 38.29 **Entitlement to income maintenance** – an employee 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.

- 38.30 **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.
- 38.31 **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.

Involuntary Retrenchment

- 38.32 The Auditor-General, subject to clause 38.30 (unless otherwise assigned permanently to other duties within the ANAO), may terminate on an involuntary basis an excess employee under section 29 of the *Public Service Act*.
- 38.33 The excess employee 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 has refused to approve it.

39. Termination of Employment

- 39.1 **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 employee's employment is terminated. Non-ongoing employees may be terminated at any time on the grounds set out in their contract of engagement.
- 39.2 **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 FWA;
 - other Commonwealth laws (including the Constitution); and
 - at common law.
- 39.3 Termination of employment, or a decision to terminate, cannot be reviewed under the dispute prevention and settlement procedures set out in clause 8 of this Agreement.
- 39.4 Nothing in this Agreement prevents the Auditor-General from terminating the employment of an employee for serious misconduct, subject to compliance with the procedures established by the Auditor-General for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

REMUNERATION

40. Salary

- 40.1 **Payment of salary** – employees will be paid fortnightly in arrears.
- 40.2 **May vary pay day** – the Auditor-General may vary the actual date of payment for organisational and operational reasons, i.e. the pay day falling on a public holiday.
- 40.3 **Method of salary payment** – employees will have their fortnightly salary paid in arrears by electronic funds transfer into a financial institution account(s) nominated by them.
- 40.4 **Payroll deductions** – the ANAO will provide the facility for employees to arrange for deductions from their pay.

41. Salary Packaging

- 41.1 **Salary packaging** – employees have the option to access benefits on a salary sacrifice basis, where there is no additional cost to the ANAO. Where employees take up the option of salary packaging on a ‘salary sacrifice’ basis, the employee’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. Further information can be found in the ANAO Employment Manual.

42. Junior Rates

- 42.1 **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%

43. Graduate APS

- 43.1 **Graduate rates of pay** – the following pay arrangements will apply to recruits to the ANAO Graduate program:
 - (i) commencing salaries for new Graduates, set at the minimum of the APS 3 pay point (unless otherwise agreed to by the Auditor-General); and
 - (ii) on successful completion of their 12 months training program, Graduates are eligible for advancement within the training broadband (APS 3 to 4) subject to meeting the advancement requirements set out in the ANAO Remuneration Model.

44. Employer Superannuation Contributions

- 44.1 **Superannuation employer contributions** – the ANAO will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 44.2 Under the arrangements established by the *Superannuation Act 2005* and the *PSSAP Trust Deed*, for a member of the PSSAP, the ANAO will contribute at a rate of 15.4% of an employee's fortnightly contribution salary. For employees exercising superannuation choice, the ANAO will make compulsory employer contributions of 15.4% of an employee's fortnightly contribution salary.
- 44.3 The ANAO will make employer superannuation payments to any eligible superannuation fund nominated by an employee, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the ANAO's payroll system.
- 44.4 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.

PERFORMANCE MANAGEMENT

45. Performance and Career Development Program

- 45.1 **Performance management arrangements** -All ANAO employees, other than graduate recruits and casual employees, who are employed in accordance with the Agreement, are required to participate in the Performance and Career Development Program.
- 45.2 Further information on the administration and application of the Program can be found in the ANAO Performance and Career Development Policy and Managing for Improved Performance Guide.

MISCELLANEOUS

46. Definitions

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

Agreement	The Australian National Audit Office Enterprise Agreement, 2016-2019.
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 three broadbands. Broadband 1 for APS 1-3, Broadband 2 for APS 4-5 and Broadband 3 for APS3-4 Graduate training.
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 employee who is authorised by the Auditor-General to approve or perform certain tasks as provided under the ANAO Enterprise Agreement 2016-2019.
Dependent	For an employee means: <ul style="list-style-type: none">• the employee's spouse; or• the employee's partner who stands in a bona fide domestic relationship with the employee; or• a child or partner of the employee, or of the spouse/partner of the employee and who is wholly or substantially dependent upon the employee.
Employee	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.
Engagement	A person appointed to the Australian Public Service (APS) under Section 22 of the <i>Public Service Act 1999</i> .
Family member	Family or immediate family means: <ul style="list-style-type: none">• a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee;• a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; (Note that spouse includes a former spouse) <ul style="list-style-type: none">• where the Auditor-General or delegate considers that traditional kinship exists under customs and traditions of the community or group to which the employee belongs.

Foster Child	A foster child of an employee means a child for whom the employee 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 employee or the employee's spouse or de facto partner.
Nominal salary	The salary payable to an employee, excluding a skills allowance, responsibility allowance, first aid, fire warden and diversity contact officer allowance, and Health and Safety Representative allowance.
Salary	The fortnightly rate of pay will be based on the following formula: Fortnightly Salary = Annual Salary X 12/313
Non-ongoing employee	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.
Ongoing employee	An employee who is in continuous employment as defined by the <i>Public Service Act 1999</i> .
Periodic rate of pay	Includes first aid allowance, health and safety representative allowance, diversity contact officer allowance, fire warden allowance, restriction allowance and any other payments received on a regular basis or at regular intervals at the time the request for payment in lieu is made.
Supervisor	An employee who has operational and/or supervisory responsibility (which may extend across functional lines) for another employee or a group of employees within the ANAO.

47. Formal Acceptance of the Agreement

47.1 This Agreement is made and approved under section 172 of the FWA. It is an Enterprise Agreement between the ANAO and its employees whose employment is subject to this Agreement.

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

Employer

..... Date

Grant Hehir, Auditor-General
For and on behalf of the Commonwealth of Australia

Bargaining Representatives

Name
Address
Date

..... Date

Community and Public Sector Union

ATTACHMENT A – ANAO BROADBAND CLASSIFICATION STRUCTURE/SALARY SCALES

Current Structure		New salary scales				
On Agreement Date of effect		After Agreement date of effect 21/4/2016 2% increase	21/4/2017 2% increase	21/4/2018 2% increase		
EL 2	Band 5	Band 5	Band 5	Band 5		
	7	139,782	7	142,578	145,430	148,339
	6	135,153	6	137,856	140,613	143,425
	5	130,523	5	133,133	135,796	138,512
	4	125,893	4	128,411	130,979	133,599
	3	121,263	3	123,688	126,162	128,685
	1.1	116,632	1.1	118,965	121,344	123,771
	1	112,002	1	114,242	116,527	118,858
EL 1	Band 4	Band 4	Band 4	Band 4		
	4	109,913	4	112,111	114,353	116,640
	3	105,786	3	107,902	110,060	112,261
	2	101,661	2	103,694	105,768	107,883
	1	97,535	1	99,486	101,476	103,506
APS 6	Band 3	Band 3	Band 3	Band 3		
	4	91,342	4	93,169	95,032	96,933
	3	87,308	3	89,054	90,835	92,652
	2	83,390	2	85,058	86,759	88,494
	1	79,473	1	81,062	82,683	84,337
APS 5	Broadband 2	Broadband 2	Broadband 2	Broadband 2		
	4	78,167	4	79,730	81,325	82,951
	3	75,980	3	77,500	79,050	80,631
	2	73,856	2	75,333	76,840	78,377
	1	71,733	1	73,168	74,631	76,124
APS 4	3	68,640	3	70,013	71,413	72,841
	2	65,547	2	66,858	68,195	69,559
	1	62,453	1	63,702	64,976	66,276

	Broadband 1		Broadband 1	Broadband 1	Broadband 1	
APS 3	3	62,130	3	63,373	64,640	65,933
	2	59,791	2	60,987	62,207	63,451
	1	57,450	1	58,599	59,771	60,966
APS 2	5	57,449	5	58,598	59,770	60,965
	4	56,281	4	57,407	58,555	59,726
	3	55,112	3	56,214	57,338	58,485
	2	53,942	2	55,021	56,121	57,243
	1	52,772	1	53,827	54,904	56,002
APS 1	5	52,771	5	53,826	54,903	56,001
	4	50,430	4	51,439	52,468	53,517
	3	48,091	3	49,053	50,034	51,035
	2	45,750	2	46,665	47,598	48,550
	1	43,411	1	44,279	45,165	46,068

Graduate Training Broadband

	Broadband 3		Broadband 3	Broadband 3	Broadband 3	
APS 4	3	68,640	3	70,013	71,413	72,841
	2	65,547	2	66,858	68,195	69,559
	1	62,453	1	63,702	64,976	66,276
APS 3	3	62,130	3	63,373	64,640	65,933
	2	59,791	2	60,987	62,207	63,451
	1	57,450	1	58,599	59,771	60,966