



Australian Government
Department of Climate Change



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DEPARTMENT OF CLIMATE CHANGE COLLECTIVE AGREEMENT 2009-2011



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Formal Acceptance of Agreement

This Agreement is made and approved under Section 328 of the *Workplace Relations Act 1996*.

By signing below, the parties to this Agreement signify their agreement to its terms.

..... date: / /
Secretary of the Department of Climate Change
2 Constitution Avenue
CANBERRA ACT 2601
for and on behalf of the Minister of State for Climate Change and Water

..... date: / /
Nadine Flood
Deputy Secretary
Community and Public Sector Union (CPSU)
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BARTON ACT 2600

..... date: / /
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1. TITLE, SCOPE AND OPERATION OF AGREEMENT

Title of Agreement

1.1 This Agreement is called the Department of Climate Change Collective Agreement 2009-2011.

Parties to this Agreement

1.2 This Agreement is made under section 328 of the *Workplace Relations Act 1996*, between the Secretary of the Department of Climate Change on behalf of the Commonwealth of Australia and the following staff associations:

- The Community and Public Sector Union
- The Media, Entertainment and Arts Alliance

1.3 This Agreement applies to all employees of the Department of Climate Change (DCC) employed under the *Public Service Act 1999*, except for:

- Employees in the Senior Executive Service (SES); and
- Employees who are parties to an Australian Workplace Agreement.

Purpose of this Agreement

1.4 This Agreement is an integral component of DCC's corporate management framework and contributes to DCC's efficiency and effectiveness by improving policy and program outcomes.

1.5 This Agreement provides the terms and conditions of employment for DCC employees covered by this Agreement, providing flexibility and choice for employees to enhance the quality of their working lives, including through measures to promote work/life balance.

DCC Values

1.6 Along with a prevailing consideration of the environment, employees of Climate Change exemplify the APS Code of Conduct and Values and the behaviours of a high performance workforce.

1.7 DCC strives to maintain a highly professional and committed workforce to deliver our vision and mission. We are committed to recruiting and retaining excellent people through:

- ongoing development;
- encouraging flexible, healthy and safe work practices;
- competitive rewards and recognition;
- encouraging and supporting innovation and continuous improvement; and
- providing a productive and supportive working environment for our people.

Operation of this Agreement

1.8 This Agreement will commence on the seventh day following approval of the Agreement by the Workplace Authority. The nominal expiry date will be two years after the commencement date.

1.9 This Agreement exhaustively states the terms and conditions of employment of employees covered by the Agreement other than implied terms of the contract of employment and terms and conditions applying under a Commonwealth law.

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

Guidelines and Policies to support this Agreement

- 1.11 Various employment conditions contained in this Agreement are or will be supported by guidelines and policies specific to DCC. The guidelines and policies do not form part of this Agreement and this Agreement will prevail to the extent of any inconsistency. The parties to this Agreement acknowledge that DCC is a relatively new Department and therefore many of the guidelines and policies are new or still in the development stage.
- 1.12 The parties agree that guidelines and policies relevant to this Agreement will be developed and maintained in consultation with the Staff Consultative Committee (see subclause 2.9).
- 1.13 DCC is committed to developing and maintaining policies that promote DCC as a responsible employer with a positive aim to nurture and develop employees, as well as satisfying its corporate and statutory responsibilities. Such policies are described in various sections of the Agreement.
- 1.14 Any disputes over the application of policies and guidelines that support the application of this Agreement will be managed under the provisions of this Agreement.

Flexibility Arrangements

- 1.15 The Secretary may supplement remuneration or conditions to apply to an employee, where that meets the needs of DCC and the employee.

Delegation

- 1.16 The Secretary may delegate to or authorise a person to perform any of the Secretary's powers under this Agreement

2. WORKING COOPERATIVELY

Consultation and Representation

- 2.1 The parties agree that effective consultation mechanisms are a fundamental feature of the relationship between DCC and its employees. DCC commits to consultation with employees on matters relating to this Agreement, including guidelines and policies that support this Agreement.
- 2.2 DCC will to the extent possible ensure that employees receive information on workplace issues that affect them and that employees have the opportunity to contribute and have their views on these issues taken into account before final decisions are made.
- 2.3 In dealing with workplace issues, including any matter arising under this Agreement, an employee may have an employee representative, who may be a union representative, assist or represent them.
- 2.4 To assist in the representation of employees and to enhance more productive relationships and working arrangements within DCC, union delegates and employee representatives will be able to attend training courses on workplace relations including OH&S matters during work time, subject to the operational requirements of the Department.

Freedom of Association

- 2.5 The parties recognise that employees are free to choose to join or not to join a union.

Staff Consultative Committee

- 2.6 The Staff Consultative Committee (SCC) provides a forum for consultation between DCC and employee representatives on workplace issues, and allows for the views of employees to be taken into account in the decision making process.
- 2.7 The SCC will be comprised of management representatives, one employee from each Division (and other discrete work areas as necessary) elected as a staff representative, one representative from the SES, one CPSU representative and one MEAA representative.
- 2.8 The SCC will determine its terms of reference, method of operation and frequency of meetings, which will be at least quarterly.
- 2.9 DCC will consult with the SCC on matters that affect employees including but not limited to:
 - implementation of this Agreement;
 - DCC policies, procedures and guidelines;
 - accommodation, facilities and systems;
 - recruitment;
 - OH&S; and
 - employment related data.
- 2.10 Nothing in this clause precludes DCC from consulting directly with employees and/or their representatives as required.

3. LEAVE

General Principles

- 3.1 DCC and its employees agree that the provisions in this section will be supported by guidelines that will assist employees and managers to administer leave entitlements. The guidelines will not be inconsistent with this Agreement and this Agreement will prevail to the extent of any inconsistency.
- 3.2 DCC commits to undertakings in this Agreement in relation to work/life balance and the health and wellbeing of employees. In that context, all applications for leave shall be granted on reasonable request, providing they can be accommodated within operational requirements and the employee is eligible for the leave.
- 3.3 Employees are responsible for accurately recording their absence by the required methods.

Portability of Leave

- 3.4 The leave credits of all employees at the time this Agreement takes effect will carry over to this Agreement.
- 3.5 Leave credits will be adjusted to take account of the standard working day as determined under subclause 6.5.
- 3.6 If an employee joins DCC from another agency staffed under the *Public Service Act 1999* or the *Parliamentary Service Act 1999* or from the ACT Government Service, any accrued annual leave or personal leave (however described) will be recognised in DCC, provided there is no break in continuity of employment.

Annual Leave

- 3.7 The core features of annual leave are:
 - Leave accrues at a rate of twenty days per year on a daily prorata basis, credited fortnightly and is available as it accrues;
 - Leave will not accrue during periods of unauthorised absence or leave without pay that does not count as service;
 - Leave can be taken at half pay for periods of one day or more;
 - If an employee is medically unfit for duty for one day or more whilst on annual leave and has satisfactory medical evidence for the grant of personal leave, then annual leave will be recredited;
 - If an employee has a leave balance in excess of forty days, the employee's manager may direct the employee to take up to a quarter of the leave;
 - An employee may cash out up to ten days leave per annum, subject to conditions in the guidelines; and
 - An employee who resigns or retires will receive payment in lieu of unused annual leave.

Purchased Leave

- 3.8 Ongoing employees may apply to purchase up to twenty days additional leave per calendar year by way of fortnightly salary deductions, under the conditions contained in Leave Guidelines.

Personal Leave

3.9 The core features of personal leave are:

- Ongoing employees accrue leave at a rate of twenty days per year; the full annual credit is granted on commencement of employment in DCC for employees new to the APS; and further credits are granted on the anniversary of the employee's commencement in the APS;
- Non-ongoing employees are granted four days on commencement and each anniversary of commencement and one day for every month of service;
- Leave will not accrue during periods of unauthorised absence or leave without pay that does not count as service;
- Leave may be taken at half pay for an absence of at least one full day; and
- A manager may request an employee to show evidence of the need to use personal leave for absences in excess of three consecutive days or if the employee's use of personal leave without showing evidence exceeds ten days in a year.

Use of Personal Leave

3.10 Personal Leave credits can be used when required for the following purposes:

- When an employee is ill or injured and unable to attend for duty;
- As carers leave (see subclause 3.11);
- To attend health or legal appointments or to accompany a family member to health or legal appointments;
- To attend to urgent or unforeseen personal matters such as household emergencies, repairs or disruption to childcare arrangements; and
- To move house (generally one day in any twelve month period).

Carers Leave

3.11 Employees are able to call on their credits of personal leave as carers leave. The core features of carers leave are:

- Leave is available to enable an employee to care for family or household members for whom they have caring responsibilities;
- Carers leave is intended to cover short periods of caring responsibility; the granting of leave for caring purposes will usually be limited to five days per incident for which leave is justified and twenty days in aggregate per year, dating from the accrual date in subclause 3.9; and
- If an employee has exhausted their entitlement to paid personal leave, the employee may take up to two days unpaid carers leave each time a member of the employee's family or household requires care or support because of personal illness or injury or an unexpected emergency affecting the member.

Compassionate Leave

3.12 Compassionate leave is available in the event that an employee is required to be absent because a member of the employee's immediate family or household or a person with whom the employee has a close personal relationship contracts or develops an illness or injury that poses a serious threat to his or her life, or dies.

3.13 An employee is able to take 3 days compassionate leave on each occasion that leave is required.

Maternity Leave, Paternity Leave and Parental Leave

- 3.14 Employees are eligible for leave under the following provisions and to the extent allowable under the relevant legislation and the terms of this Agreement, employees may make use of all available provisions:
- the *Maternity Leave (Commonwealth Employees) Act 1973*;
 - division 6 of Part 7 of the *Workplace Relations Act 1996*; and
 - subclauses 3.15 and 3.16 of this Agreement.
- 3.15 Under this Agreement, an employee is eligible for ten days paid leave in addition to and continuous with her entitlement under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 3.16 An employee with more than twelve months continuous service in the APS is eligible for ten days paid leave in the event of the employee's partner giving birth to a child or in the event of the employee adopting a child. The leave should be taken within three months of the birth or adoption.
- 3.17 An employee may elect to take paid leave under subclauses 3.14, 3.15 and 3.16 at half pay. Any period in excess of fourteen weeks will not count as service.

Adoption Leave

- 3.18 An employee with more than 12 months continuous service in the APS is eligible for up to 14 weeks paid leave for the purposes of adopting a child. Such leave will be in lieu of any leave under subclause 3.16 and may be taken within 66 weeks of assuming responsibility for the child.
- 3.19 Adoption leave may be approved for the purposes of:
- completing administrative and legal procedures;
 - travelling to and returning from the location where the employee first accepts responsibility for the adopted child; and
 - recuperating with the child upon returning home.
- 3.20 An employee with less than 12 months continuous service in the APS is eligible for adoption leave without pay.
- 3.21 Adoption leave with pay counts as service for all purposes.

Defence Reserve Leave

- 3.22 An employee may be granted Defence Reserve leave, with or without pay, to enable the employee to undertake peacetime training and/or deployment with the Australian Defence Force.
- 3.23 An employee who is a member of the ADF Reserve is eligible for paid Defence Reserve leave of up to twenty days each year. During the employee's first year of Defence Reserve service, a further ten days' paid leave may be granted to allow the employee to participate in common induction training.
- 3.24 The Secretary may approve additional leave for Defence service, as paid or unpaid leave or on a top-up pay basis.
- 3.25 Defence Reserve leave entitlements can be accumulated and taken over a period of two years.
- 3.26 Periods of Defence Reserve leave without pay in excess of six months will not count as service for annual leave purposes. Leave granted for Defence Reserve purposes counts as service for all other purposes.

Miscellaneous Leave

- 3.27 An employee may be granted leave for a number of purposes in addition to specific provisions in this Agreement. Leave may be with pay or without pay. Leave guidelines explain the circumstances and conditions under which leave may be granted.
- 3.28 Miscellaneous leave with pay may be granted as follows:
- To members of emergency services (such as the State Emergency Services). Leave may be for the period required to perform the relevant duties;
 - To enable employees to attend to consequences of natural disasters that affect them. Leave may be up to five days;
 - To employees of Aboriginal and Torres Strait Islander origin, for recognised ceremonial purposes;
 - To enable employees to undertake charity or community work. Employees may take up to one day per year for such purposes;
 - To attend for jury service, for the period(s) required;
 - To donate blood, for the period required;
 - To participate in international sporting events, as a competitor or official, for the period required;
 - To enable an employee to attend their graduation ceremony, for up to one day; and
 - To enable an employee to attend their citizenship conferring ceremony, for up to one day.

Leave Without Pay

- 3.29 The Secretary may grant an employee leave without pay. Without limiting the scope for granting leave, this subclause might apply to employees who:
- Take up employment in the public interest;
 - Accompany their spouse on an international posting;
 - Are unable to access paid leave;
 - Undertake full-time study; or
 - Require leave for personal reasons.

Long Service Leave

- 3.30 This Agreement does not affect employees' entitlements under the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 3.31 The minimum period of long service leave will be seven days. Except as agreed by the Secretary, periods of long service leave may not be broken by other periods of leave.
- 3.32 Long Service Leave may be taken at half pay.

Unauthorised Absence

- 3.33 If an employee is absent from duty without authority, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave. A period of unauthorised absence does not count as service.

Administration of Leave

- 3.34 The Secretary will determine applications for leave not included in this Agreement or the relevant guidelines or which are deemed to be outside current provisions or contrary to the intent outlined in this clause.

4. ALLOWANCES AND REIMBURSEMENTS

General

- 4.1 The allowances in this clause will be administered under guidelines and associated instructions that relate to the particular allowances.
- 4.2 Rates of allowances will be reviewed and adjusted as indicated in this clause. In determining adjustments, DCC will take account of advice from accredited providers and other recognised sources. DCC will consult with the SCC on any proposed adjustments.
- 4.3 The allowances in this section will not be considered salary for superannuation purposes.

Travel Allowance

- 4.4 A DCC employee who is required to travel overnight on DCC business will receive allowances to meet costs for acceptable expenses. Where an employee can demonstrate that the prescribed allowance is insufficient to cover expenses, the Secretary may approve payment of another amount.
- 4.5 Employees required to be absent from their usual place of work on official travel and not absent overnight but absent for more than ten hours, will be paid part-day travel allowance. The rate of allowance at the commencement of this Agreement is \$50.00 per day.
- 4.6 The parties to this Agreement agree that, at the beginning of this Agreement, specific amounts are prescribed to cover accommodation, meals and incidental expenses. Over the course of this Agreement, DCC in consultation with the SCC will review the method of calculation of allowances and may determine alternative travel allowance arrangements.
- 4.7 The rates of Travel Allowance that will apply at the commencement of this Agreement are as notified in the *Australian Taxation Office Rulings on Reasonable Daily Travel Allowance* amounts (equivalent non-SES rates).

Conditions for Overseas Travel

- 4.8 DCC will develop and maintain policies relating to conditions, rates of allowances, payments and reimbursements for employees who are required to travel overseas on duty. DCC will be guided by contemporary conditions in other APS agencies and accredited providers in developing the policies.
- 4.9 Overseas conditions include provisions for rest periods. The total duration of rest periods may be up to:
 - 48 hours in the case of travel between Australia and Europe, the Middle East, Africa and the Americas; and
 - 24 hours in any other case.

Equipment Allowance

- 4.10 An employee who travels overseas is entitled to claim Equipment Allowance to cover the cost of equipment or clothing that is necessary for the trip. The allowance is payable once in a three year period. The amount of the allowance at the commencement of this Agreement is \$250.00.

Departmental Liaison Officer Allowance

- 4.11 An employee who fulfils the role of Departmental Liaison Officer will receive an allowance, paid fortnightly. An employee who receives the allowance will not be eligible for payment of overtime.
- 4.12 The amount of the allowance at the commencement of this Agreement will be \$17,050 per annum; the allowance will increase to \$17,817 per annum from the date of salary increases in 2010 as determined under subclause 5.10.

Motor Vehicle Allowance

- 4.13 An employee who is authorised to use their private vehicle for official purposes will receive an allowance.
- 4.14 The rate of allowance that will apply at the commencement of this Agreement is \$0.70 per kilometre.

First Aid Allowance, Fire Warden Allowance and Health and Safety Representative Allowance

- 4.15 An employee who is appointed to one or more of the following roles will be eligible to receive payment of an allowance:
- First Aid Officer;
 - Fire Warden; and/or
 - Health and Safety representative.
- 4.16 The rate of allowance at the commencement of this Agreement is \$25.75 per fortnight; the rate will increase to \$27.00 per fortnight, from the date of salary increases in 2010 as determined under subclause 5.10. An employee who performs more than one of the roles will receive one allowance per fortnight.

Overtime Meal Allowance

- 4.17 An employee up to and including APS 6 level who is directed or required to work outside of the normal bandwidth and takes a prescribed meal break will be eligible for the payment of a meal allowance. The rate of allowance that will apply at the commencement of this Agreement is \$25.00.

Restriction Allowance

- 4.18 An employee who is directed or required to be contactable outside of the normal bandwidth and available to return to duty is eligible for the payment of an allowance.
- 4.19 The rate of payment will be:
- 7.5 per cent of the employee's hourly rate for each restricted hour on Monday to Friday;
 - 10 per cent of the employee's hourly rate for each restricted hour on Saturday and Sunday; and
 - 15 per cent of the employee's hourly rate for each restricted hour on public holidays.

Language Proficiency Allowance

4.20 The Secretary may determine that an employee should receive an allowance when the employee makes regular use of a foreign language in their role. The annual rate of allowance will be \$817, \$1,632 or \$2,700, based on the employee's level of proficiency in the language, as determined by the Secretary. The rates will increase to \$854, \$1,706 and \$2,820 from the date of salary increases in 2010 as shown in Schedule 1.

Relocation Assistance

4.21 The Secretary may approve reasonable costs associated with the relocation of an employee upon engagement, promotion, movement or separation. The extent of assistance may be negotiated as an overall package on engagement or transfer. Relocation assistance may include:

- the costs of travel for the employee and their dependants;
- removal costs of furniture and household effects;
- the costs of furniture storage;
- assistance with meeting the costs of temporary accommodation; and/or
- under certain circumstances, assistance with the costs on sale or purchase of housing.

Loss or Damage of Personal Effects

4.22 An employee may be entitled to reimbursement or compensation for loss or damage to clothing or personal effects, which occurred in the course of or in relation to the employee's employment. The extent of reimbursement or compensation will be determined under relevant guidelines.

Family Responsibilities

4.23 The Secretary may reimburse the cost of additional dependant care incurred by an employee in the event that the employee is required to work beyond their normal working hours or to travel on official business.

Other Allowances and Reimbursements

4.24 Where guidelines are not available or in circumstances that are not covered by this Agreement and may entitle an employee to payment of an allowance or reimbursement, the Secretary will determine the conditions that will apply.

5. REMUNERATION AND STRUCTURE

Payment of Salary

5.1 Employees will be paid fortnightly, in arrears, by applying the following formula –

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

5.2 Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution of their choice.

Junior Rates

5.3 Junior rates will apply to employees at APS 1 level under 21 years of age as follows –

Age	Percentage of adult rate
Under 18 years	60%
18 years	70%
19 years	81%
20 years	91%

Broadbands for APS Levels

5.4 APS Level classifications in DCC will be broadbanded as follows:

- DCC Broadband 1 – APS 1 and APS 2
- DCC Broadband 2 - APS 3, APS 4 and APS 5

Broadbands for Public Affairs Officers

5.5 Roles with duties that require an employee to hold qualifications or have extensive experience in public affairs, journalism or public relations are broadbanded and designated as follows.

Local Designation	APS Classifications
DCC Public Affairs Officer Grade 1	APS 4 APS 5
DCC Public Affairs Officer Grade 2	APS 6
DCC Public Affairs Officer Grade 3	Executive Level 1 and Executive Level 2
DCC Senior Public Affairs Officer Grade 1	Executive Level 2
DCC Senior Public Affairs Officer Grade 2	Executive Level 2

Broadbands for Legal Officers

- 5.6 Roles with duties that require an employee to hold a degree in law, or admission in Australia as a legal practitioner and to use professional legal skills and abilities are broadbanded as follows.

Local Designation	APS Classifications
DCC Legal Officer	APS 3, APS4, APS 5 and APS 6
DCC Senior Legal Officer	Executive Level 1 and Executive Level 2
DCC Principal Legal Officer	Executive Level 2

Broadbands for Research Scientists

- 5.7 Research Scientists are broadbanded as follows.

Local Designation	APS Classifications
Research Scientist	APS 6 and Executive Level 1
Senior Research Scientist Principal Research Scientist Senior Principal Research Scientist	Executive Level 2

Salary Rates for Broadbands

- 5.8 Salary rates for broadbands are depicted in Schedule 1.

Rates of Pay

- 5.9 Subject to subclauses, 5.16, 5.17, 5.18, 5.19, 5.20 and 5.22, the rates of pay that will apply to employees of DCC will be as shown in Schedule 1.
- 5.10 The last two columns in Schedule 1 indicate:
- The rates that will apply from the beginning of the first full pay period after the commencement of this Agreement; and
 - The rates that will apply from the beginning of the first full pay period twelve months after the commencement of this Agreement.

Movement of Salary

- 5.11 Employees will be eligible for movement between salaries within their classification and within their broadband, under the provisions for salary advancement in the DCC Performance Development Framework (PDF).
- 5.12 An employee whose performance is assessed as satisfactory under the terms of the PDF will progress to the next pay point in the structure for their classification. Except as provided for in subclause 5.13 and in the PDF in relation to broadbands, salary advancement will not extend beyond the maximum of each classification level or beyond the hard barriers as indicated in the salary structure at Schedule 1.
- 5.13 The Secretary may approve movement beyond the hard barriers in the salary structure to the Additional Pay Points for employees at Executive Level 1 and Executive Level 2 and broadbanded equivalents whose performance is assessed as higher than satisfactory.

- 5.14 Movement within broadbands will be determined on the outcomes of the PDF and will include assessment of the employee's capacity to perform at a higher level through satisfactory performance or a higher assessment.

Transition of Salaries from DEWHA and PM&C

- 5.15 The parties recognise that many DCC employees who moved from DEWHA and PM&C as a result of machinery of government changes were paid at rates determined by the Collective Agreements of their previous departments. In order to facilitate a smooth transition to the new for DCC rates, the translation of salary rates will be as depicted in Schedule 1.
- 5.16 Where, prior to this Agreement commencing, an employee is paid at a rate that does not appear in Schedule 1, the Secretary will determine the employee's new salary under this Agreement and the conditions that will apply to the employee's future salary progression following a satisfactory performance appraisal outcome. The salary will be no lesser than the employee's former salary.

Salary on Commencement

- 5.17 Except as determined elsewhere in this Agreement, an employee who commences in DCC will be paid salary at the minimum pay point for the employee's classification, as depicted in Schedule 1.
- 5.18 An employee who commences in DCC on engagement will be paid at a pay point within the range depicted in Schedule 1, unless the Secretary determines that another rate should apply to the employee.
- 5.19 Where an employee who commences in DCC on promotion or transfer had a salary in their previous agency that does not align with the pay points depicted in Schedule 1, the Secretary may determine that the employee will remain on their former pay rate or at the next highest pay point for their classification. If the former applies, the employee's subsequent move to the next highest pay point will be determined under the PDF.
- 5.20 The Secretary may determine that an employee may be paid at a rate that is different to that shown at Schedule 1. In such circumstances, the Secretary will determine how the employee will advance in salary following a satisfactory PDF outcome.

Effect of Performance Pay from Previous Agreements

- 5.21 Where an employee covered by this Agreement was previously a party to an Australian Workplace Agreement or a determination that provided for a payment of performance pay, the Secretary may grant the employee an amount equal to the proportion of performance pay that would have been payable at the time the employee becomes covered by this Agreement.
- 5.22 The Secretary will determine the employee's base salary from the time they become covered by this Agreement. The base salary will be no lesser than the employee's previous base salary.
- 5.23 In determining performance pay and base pay under subclauses 5.21 and 5.22, the Secretary will be guided by the outcomes of the employee's most recent performance appraisal outcome.

Temporary Reassignment of Duties

- 5.24 An employee may be temporarily reassigned to duties at his/her substantive classification or at a higher classification level.
- 5.25 An employee may decline a temporary reassignment of duties to a higher classification level.

- 5.26 If an employee is temporarily reassigned duties at a higher classification level for a period of ten days or longer, the employee will receive payment at the level that would apply if the employee was promoted to that level.
- 5.27 If an employee is temporarily reassigned duties at a higher classification for five days or longer and the role requires the management of other employees, then the employee will receive payment at the level that would apply if the employee was promoted to that level.
- 5.28 Payment at the higher level will apply when the employee is on leave provided that the temporary reassignment would have continued but for the leave.
- 5.29 Where an employee is temporarily reassigned duties at SES level, the level of payment will be determined by the Secretary.
- 5.30 The parties to this Agreement agree that, to a practicable extent, temporary reassignments of duties for lengthy periods should be kept to a minimum.

Salary Packaging

- 5.31 Ongoing employees may enter into salary packaging arrangements under the DCC Salary Packaging Guidelines. Non-ongoing employees may access salary packaging of superannuation only, unless determined otherwise by the Director, HR.
- 5.32 Where an employee enters into a salary packaging arrangement, the employee's pre-packaging salary will be used for all purposes that call on salary as a factor.

Superannuation Choice

- 5.33 The parties recognise that employees who are eligible to join the Public Sector Superannuation Accumulation Plan (PSSap) have an option under the *Superannuation Guarantee (Administration) Act 1992* to choose an alternative superannuation fund. The parties agree that if an employee exercises choice, then DCC will make employer contributions to the chosen fund at the rate mandated for the PSSap.

Supported Salary

- 5.34 An employee who is affected by a disability may be eligible for a supported wage.
- 5.35 Eligible employees shall be paid the percentage of salary that corresponds to their assessed productive capacity, provided that the minimum amount payable shall not be less than \$69 per week or amount as amended from time to time.
- 5.36 Assessment of productive capacity shall be by DCC and a representative nominated by the employee, in consultation with the employee. The assessment will be recorded in an Assessment Instrument.
- 5.37 DCC will lodge agreed Assessment Instruments with the Industrial Registrar, Australian Industrial Relations Commission (AIRC).
- 5.38 Reviews of assessment of an employee's productive capacity will be conducted annually or earlier on reasonable request consistent with the Supported Wage System.

6. FLEXIBLE WORKING CONDITIONS

General

- 6.1 DCC is committed to promoting behaviours, attitudes, policies and practices that are aimed at managing workloads and giving opportunities for employees to balance their work and personal affairs. Managers and employees are responsible for applying the provisions of this Agreement in a manner that will be of mutual benefit to the organisation and the employees.
- 6.2 Through consultation with their manager, employees are able to exercise choice over their working hours in order to balance their work and life and may work flexible hours provided operational requirements are met.
- 6.3 DCC and its employees acknowledge that there are occasions when work pressures will require hours of duty that might call on employees to be on duty outside of their normal working hours and patterns.
- 6.4 DCC will review the application of these provisions periodically to assess consistency and fairness in their application.

Hours of Duty

- 6.5 Standard hours represent the span of hours for the purposes of payment of salary and deduction of leave. The standard hours of duty for full time employees are 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm daily. That equates to seven hours and thirty minutes per day and 37 hours and thirty minutes per week.
- 6.6 An employee should not work for a continuous period of more than five hours without taking a break of at least thirty minutes.
- 6.7 An employee should not work for more than ten hours in a day, unless the employee is directed to work overtime.

Part time employment

- 6.8 A part time employee is one who works less than 37 hours and 30 minutes per week.
- 6.9 DCC recognises that part time employment (including, where practicable, job-sharing arrangements) is a highly effective mechanism that allows employees flexibility in determining working hours and balancing external responsibilities.
- 6.10 DCC agrees that all applications for part time employment will be approved, provided that they can be accommodated within operational requirements.
- 6.11 DCC will agree to an application from an employee returning from Parental, Maternity, Supporting Partner or Adoption leave to work part time hours during the period within two years of the birth (or in the case of adoption, within two years of the placement) of the child.
- 6.12 Applications for part time work arrangements will be submitted and approved in writing between the manager and employee and will specify the duration of the part time work arrangement and the part time hours to be worked in a settlement period. During the period of the agreement an employee's part time work arrangements may be altered by agreement between the employee and the manager.
- 6.13 Remuneration, leave accrual and other employment conditions for part time employees will be made on a pro rata basis.

- 6.14 Part time employees may access flextime, but flextime will not be used to increase an employee's hours of work.
- 6.15 DCC will develop and maintain guidelines on the use of part time working arrangements to support the provisions in this clause.

Flextime

- 6.16 The DCC Flextime Scheme will contain the following features –
- All employees up to and including APS 6 and equivalents are required to participate.
 - Flextime attendance will be recorded electronically.
 - The span of hours (bandwidth) that will apply to daily attendance will be 7:00 am to 7:00 pm.
 - Employees and managers may agree on a usual work pattern that will form the basis of the employee's regular hours.
 - The flextime settlement period will be four weeks (twenty working days).
 - The maximum carryover of flextime credits will be 37 hours and thirty minutes. Credits in excess of that amount may be held for one further settlement period.
 - The maximum carryover of flextime debits will be fifteen hours. Any debit in excess of fifteen hours will be acquitted as leave without pay.
 - A manager may instruct an employee to revert to standard hours if the manager reasonably believes that the employee's attendance is unsatisfactory or has not complied with the provisions of this subclause.
 - Limits and credits relating to part-time employees will be calculated on a prorata basis.
- 6.17 The features in subclause 6.16 will form the basis of guidelines on the operation of flextime in DCC.

Time Off in Lieu

- 6.18 The parties recognise that there are regular instances of Executive Level employees working beyond their normal working hours. Those employees may work flexible hours in consultation with their manager and have access to time off in lieu (TOIL) where operational requirements permit.
- 6.19 DCC will develop and maintain guidelines that will assist managers and employees in arriving at agreements on how TOIL will operate. DCC managers will ensure that employees receive access to time off in lieu of excess hours, in keeping with the guidelines.

Overtime

- 6.20 Overtime is payable to employees classified up to and including APS 6 who are directed to work outside of the bandwidth, or on a weekend or public holiday, or in excess of ten hours in a working day.
- 6.21 Overtime is payable to part-time employees who are directed to work beyond their normal daily hours.
- 6.22 An employee may decline to work overtime, if the employee can reasonably demonstrate that the overtime would result in the employee working hours that are unreasonable having regard to the employee's personal circumstances or the employee's health and safety.

6.23 Overtime will be calculated using the penalty rates in the table below. For calculation purposes, time worked will be rounded to the nearest quarter hour.

Period	Rate
Monday to Friday	Time and one half for the first three hours and double time thereafter.
Saturday	Time and one half for the first three hours and double time thereafter.
Sunday	Double time.
Public Holidays, from 8:30 am to 5:00 pm	Time and one half (in addition to normal salary).
Public Holidays, for any other hours	Double time and one half.

6.24 Where overtime is payable for work performed on a weekend or a public holiday, or if hours worked on a weekday are not continuous with normal hours of duty, the minimum period for payment will be two hours.

6.25 Where an employee is directed to work outside the bandwidth, the employee should not resume normal duty until they have had a break of at least eight hours plus reasonable travel time. If the break includes part of the standard day, then the employee will receive their normal salary and will accrue flextime during that period. If, due to operational requirements, the employee is unable to take a break, then the employee will receive payment at double time until they are able to take a break.

6.26 With the agreement of their manager, employees may elect to take time off in lieu as an alternative to overtime. Time granted will be calculated at the rate in subclause 6.23.

Christmas/New Year Shutdown

6.27 DCC employees will stand down on the two normal working days between Christmas Day and New Year's Day without deduction from annual leave credits. For the term of this Agreement, those days will be 30 and 31 December 2009 and 30 and 31 December 2010.

6.28 Salary payment for those two days will be at the rate applicable on the working day immediately prior to Christmas Day or the rate immediately after New Year's Day, whichever is greater.

Public Holidays

6.29 Employees will observe the following public holidays:

- New Year's Day, or if that day falls on a Saturday or Sunday, the following Monday;
- Australia Day, or if that day falls on a Saturday or Sunday, the following Monday;
- Good Friday, Easter Saturday and Easter Monday;
- Anzac Day, or if that day falls on a Saturday or Sunday, the following Monday;
- Queen's Birthday, or where another day is substituted by the relevant State or Territory Government, that day;
- Labour Day, or where another day is substituted by the relevant State or Territory Government, that day;
- Christmas Day, or if that day falls on a Saturday or Sunday, 27 December;
- Boxing Day, or if that day falls on a Saturday or Sunday, 28 December;
- One of the normal working days between Christmas Day and New Year's Day – for the term of this Agreement, those days will be and Tuesday, 29 December 2009 and Wednesday, 29 December 2010.

- 6.30 In addition to the public holidays in subclause 6.29, employees will observe additional public holidays as gazetted by the relevant State or Territory Government.
- 6.31 An employee and the Secretary may agree to substitute any public holiday as described in this clause for a cultural or religious day of significance to the employee.
- 6.32 Salary payment for public holidays will be at the rate applicable had the public holiday not occurred.

7. WELLBEING AND DEVELOPMENT OF EMPLOYEES

Performance Management

- 7.1 The parties agree that an effective system of performance management is integral to the operations of the Department. DCC will develop and maintain an effective Performance Development Framework that will provide mechanisms for:
- effective, two-way feedback between employees and their managers;
 - identifying development needs and career opportunities;
 - determining base pay;
 - rewarding good work performance; and
 - managing underperformance.
- 7.2 The DCC Performance Development Framework (PDF) is a living document and is intended to provide structured support for, rather than to replace, the day-to-day provision of guidance, recognition and exchange of feedback in DCC's workplace.
- 7.3 The underlying principles of the PDF will be based on natural justice and constant feedback aimed at ensuring there are "no surprises" in relation to performance matters.
- 7.4 All employees covered by this Agreement will participate in the PDF, except for non ongoing employees who are employed for less than 12 months. The PDF will include the following main features:
- At the commencement of the performance cycle the employee and their manager will complete a performance agreement with well defined performance indicators against which the employee will be assessed;
 - The employee and their manager can discuss at any time issues related to performance management and planning and will conduct a mid cycle review to ascertain progress toward agreed objectives;
 - At the end of the performance cycle the manager will assess the employee's performance. The assessment will include upwards appraisal of the manager; and
 - There will be provisions for an employee to seek redress or review of the outcome of a performance assessment, in accordance with the relevant policy.
- 7.5 Further details of the Performance Development Framework will be contained in the PDF guidelines.
- 7.6 The Secretary will review the PDF in consultation with the SCC during the first twelve months of this Agreement.

Mature Age Workers

7.7 DCC recognises and values the skills, experience and expertise of mature age workers. DCC will call on the provisions of this Agreement relating to working flexibly and work life balance, to focus specifically on mature age workers, including when they choose a transition to retirement. The policies will include

- access to part time work;
- flexible work hours;
- home based work;
- purchased leave; and
- miscellaneous leave

Occupational Health and Safety

7.8 DCC is committed to maintaining a healthy and safe workplace for employees, contractors and visitors. DCC and its employees recognise their statutory responsibilities under the relevant legislation and DCC's Health and Safety Management Arrangements. Policies and procedures related to OH&S will complement other undertakings relating to employee wellbeing.

Workplace Contact Officers

7.9 DCC will continue to support the important role of Workplace Contact Officers in implementing policies and practices directed at ensuring a fair and equitable workplace.

Employee Health and Wellbeing

7.10 In addition to policies directly related to its statutory responsibilities, DCC will develop and maintain policies aimed at employee health and wellbeing. Examples of initiatives that may be part of those policies include -

- Health, fitness and lifestyle management;
- Influenza vaccinations;
- Management of Eye Health;
- First Aid Policy;
- Hazardous Substances Policy;
- Manual Handling Policy;
- Rehabilitation and Return to Work Policy;
- Plant and Equipment Policy; and
- Fitness for duty Policy.

Learning and Development

7.11 The Department of Climate Change (DCC) Learning and Development (L&D) framework is focused on continual improvement to assist in the development of DCC as an organisation and its employees by encouraging them to reach their potential through individual and collective contributions in support of the strategic plan and outcomes of DCC.

7.12 DCC provides training and development opportunities for employees including:

- Orientation/induction sessions;
- Training relevant to the job, including on-the-job training;
- Internal rotation scheme;
- Seminars, presentations, conferences and workshops; and
- Professional development opportunities.

7.13 Details of learning and development opportunities can be found in the Learning and Development Guidelines.

Study Assistance Scheme

7.14 DCC encourages its employees to undertake formal study in fields which are relevant to DCC's corporate goals. In support of that, DCC may provide study assistance in the form of financial support and time off from duty to attend classes.

7.15 The level of assistance will be determined in accordance with the Studies Assistance Guidelines. By way of an indication, employees who are accepted as approved students may receive payment in reimbursement of fees of up to the cost of a course, each semester. Employees who undertake study on a part-time basis while still performing their duties will have access to paid study leave of up to seventy five hours in a semester.

Facilitation of Employee Feedback

7.16 DCC commits to offering regular opportunities for employees to give their feedback and views on matters that affect them as DCC employees.

7.17 Without limiting the methods for obtaining feedback, DCC will conduct staff surveys at least every two years.

Home-based Work

7.18 The parties to this Agreement recognise that for reasons of efficiency or to address personal requirements, an employee and their manager may agree that an employee may work from home on either a regular, temporary or short intermittent basis.

7.19 DCC will develop and implement a Home Based Work policy to assist managers and employees in implementing arrangements to work from home. The policy will address issues relating to:

- Occupational Health and Safety;
- Security;
- Communication with managers and colleagues;
- Provision of facilities and equipment; and
- Recording Attendance.

Employee Assistance Program

7.20 DCC will engage a provider of an Employee Assistance Program, to offer a professional, confidential support and counselling service to DCC employees and their families.

8. MANAGING DISPUTES

Dispute Resolution

- 8.1 The parties agree that the procedures in this clause apply to any dispute that may arise in relation to matters contained in this Agreement. DCC may develop and maintain guidelines to assist in the processes of investigating disputes.
- 8.2 In the event of a dispute in relation to the operation or application of this Agreement, in the first instance the parties to the dispute will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant manager and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate. In each instance, the steps taken shall be timely and appropriate to the early settlement of the matters in dispute.
- 8.3 A party to the dispute may appoint another person, organisation or association to assist or represent them in relation to a dispute. Such an appointment does not preclude DCC from communicating directly with an employee who is party to a dispute.
- 8.4 If the parties have not been able to resolve the dispute in the workplace and the agreed steps for resolving it have been taken, the dispute may be referred by either party or their representative to the Australian Industrial Relations Commission (AIRC) for conciliation and, if conciliation fails, arbitration.
- 8.5 For the purposes of s711 of the *Workplace Relations Act 1996* (WR Act), the parties agree that the AIRC may apply any of the provisions of Divisions 3, 4 and 5 of Part 3 of the WR Act with respect to the AIRC exercising its powers and functions under this Agreement
- 8.6 Any decision or direction the AIRC makes in relation to the dispute shall be in writing. Any decision or direction of the AIRC, be it procedural or final, shall be accepted by all affected persons and complied with by the parties, subject any right of appeal or review which may exist.
- 8.7 While the dispute resolution procedure is being conducted, work shall continue in accordance with the established custom and practice at the workplace, except where there is a reasonable concern about an imminent risk to an employee's health and safety.
- 8.8 The parties acknowledge that employees have access to the Review of Action processes available under Part 5 of the *Public Service Regulations*. Where a dispute is the subject of an application or has been dealt with to finality under that Part, the dispute will not be considered under the provisions of this clause. Where an employee makes application under the regulations in relation to a matter that has been dealt with under the procedures contained in this section, the Secretary may adopt the outcome of the proceedings under this clause for the purposes of regulation 5.27.

9. MANAGEMENT OF EXCESS EMPLOYEES

Application

- 9.1 The provisions of this clause apply to DCC employees who are excess to requirements, except for non-ongoing employees and employees on probation.
- 9.2 The Secretary may declare an employee to be excess where:
- i. the employee is included in a class of employee in DCC, which class comprises a greater number than is necessary for the efficient and economical working of DCC; or
 - ii. 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 DCC; or
 - iii. 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 Secretary has determined that the provisions of this clause will apply to that staff member.
- 9.3 Where an employee becomes excess or is potentially excess, the Secretary will discuss possible options with the employee, including:
- i. to redeploy the employee at their current classification level, within DCC or elsewhere in the APS;
 - ii. to redeploy the employee at a lower classification level;
 - iii. to transfer another employee to the position of the excess employee and the former employee accepting immediate retrenchment under paragraph (iv); or
 - iv. to terminate the employee's employment under subsection 29 (3) (a) of the *Public Service Act 1999* – referred to in this clause as retrenchment.

Redeployment

- 9.4 Where the Secretary chooses options (i) or (ii) above, DCC will examine all current or potential vacancies within DCC and will canvass Division Heads to identify redeployment opportunities.
- 9.5 An excess employee who is an applicant for a vacancy in DCC at or below the employee's substantive level will be considered in isolation from and not in competition with other applicants.
- 9.6 An excess employee may request that DCC canvass other APS agencies to identify possible redeployment opportunities. DCC may engage external redeployment providers to facilitate the process.
- 9.7 If, after a reasonable period of time, the Secretary forms the view that redeployment is not feasible, the Secretary may reconsider the options under subclause 9.3.

Voluntary Retrenchment

- 9.8 Where the Secretary chooses option (iv) above, the Secretary may invite the employee in writing to accept an offer of voluntary retrenchment.
- 9.9 At the time of making the offer of voluntary retrenchment, DCC will provide the employee with information relating to the severance payments that will apply to the employee, the amounts of payment in lieu of accrued leave, the taxation treatment on those amounts and the options available to the employee in relation to superannuation benefits.
- 9.10 DCC will meet reasonable costs for the employee to receive financial advice prior to making a decision to accept or decline the offer.

- 9.11 An employee who is made an offer of voluntary retrenchment must either accept or decline the offer in writing, not before seven days and not later than twenty-one days after the date on which the offer is made, unless the Secretary agrees to alter those timeframes.
- 9.12 At any time prior to the date on which the employee's employment is terminated, the Secretary may withdraw the offer of voluntary retrenchment.
- 9.13 Only one offer of voluntary redundancy will be made to an excess employee.

Involuntary Retrenchment

- 9.14 Subject to subclauses 9.15 and 9.16 of this Agreement, the Secretary may involuntarily terminate the employment of an excess employee, under subsection 29(3) of the *Public Service Act 1999*, at the end of the retention period as defined in subclause 9.17.
- 9.15 An excess employee will not have their employment terminated involuntarily if the employee has not been invited to accept an offer of voluntary redundancy under the terms of subclause 9.3.
- 9.16 An excess employee will not have their employment terminated involuntarily without being given four weeks notice (or five weeks notice for an employee over 45 with at least five years of continuous service) of termination of employment, or payment in lieu of notice. As far as practicable, these periods of notice will be concurrent with the retention periods as defined in subclause 9.17.

Retention Periods

- 9.17 An excess employee who does not accept an offer of voluntary redundancy will not have their employment involuntarily terminated until the following retention periods have elapsed, unless the employee agrees to a lesser period:
- (i) Thirteen months where an employee has twenty or more years of service or is over 45 years of age; or
 - (ii) Seven months for other employees.
- 9.18 The retention period will commence on the earlier of the following:
- the day the employee is advised in writing by the Secretary that they are an excess employee; or
 - one month after the day on which the Secretary invites the employee to accept voluntary redundancy under subclause 9.3 of this Agreement.
- 9.19 During the retention period, DCC will continue to take reasonable steps to find alternative employment for the excess employee, including advising the employee of any employment opportunities known to DCC; and, with four weeks notice, may reassign the excess employee to a lower APS classification. In those circumstances, the employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.
- 9.20 During the retention period the employee will take reasonable steps to find alternative employment and will actively participate in learning and development activities, trial placements or other arrangements to assist in obtaining a permanent placement.
- 9.21 An excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.
- 9.22 Where an excess employee is required to move their household to a new locality as a result of taking an employment offer they will be entitled to reasonable expenses.

Payment in Lieu of Retention Period

- 9.23 Where the Secretary considers there is no reasonable prospect of redeployment in the APS, and the Secretary is satisfied that there is insufficient productive work available for the employee within DCC during the remainder of their retention period, the Secretary, with the agreement of the employee, may terminate the employee's employment under subsection 29 (3) of the *Public Service Act 1999* on the grounds that the employee is excess to requirements.
- 9.24 If the Secretary chooses that course of action, DCC will pay the balance of the retention period as a lump sum; this payment will be taken to include the payment in lieu of notice of termination of employment.

Period of Notice

- 9.25 The Secretary may give an employee the required notice of termination under subsection 29 (3) of the *Public Service Act 1999*. The period of notice will be five weeks for an employee over 45 with at least five years of continuous service, or four weeks for other employees.
- 9.26 Where an employee is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Accelerated Separation Arrangements

- 9.27 Notwithstanding the provisions in subclause 9.3, the Secretary may provide employees likely to be subject to the provisions of this section with an accelerated separation option. In addition to the severance benefit, this option provides employees who have been identified as eligible to be made an offer of voluntary redundancy and who exit within 14 days of receiving it, an amount of 10 weeks salary (or 11 weeks salary for an employee 45 years of age with a least five years continuous service).
- 9.28 The payments made under this clause are inclusive of any statutory entitlement to payment in lieu of notice.
- 9.29 If an employee chooses to accept this option, the Secretary may terminate the employee's employment under subsection 29 (3) of the *Public Service Act 1999*.

Severance Pay

- 9.30 An excess employee who accepts an offer of voluntary retrenchment is entitled to be paid severance pay of a sum equal to two 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. Severance pay will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service.
- 9.31 The minimum sum payable will be four weeks salary and the maximum will be 48 weeks salary.

Service for Severance Pay Purposes

9.32 Service for severance pay purposes means:

- i. service in the Australian Public Service;
- ii. Government service as defined in Section 10 of the *Long Service Leave Act 1976*;
- iii. service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- iv. service with the Australian Defence Forces; and
- v. service in another agency, where the employee was moved from the APS to that agency with a transfer of function; or an employee engaged by that agency 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.

9.33 For earlier periods of service to count there must be no breaks between the periods of service, except where the break in service was less than one month and occurred where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer.

9.34 Any period of service that was terminated by way of:

- i. an employee being excess to requirements;
- ii. an employee lacking or losing an essential qualification;
- iii. physical or mental incapacity;
- iv. non-performance or unsatisfactory performance of duties;
- v. failure to complete an entry-level training course;
- vi. failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*;
- vii. breach of the APS Code of Conduct; or
- viii. voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit

will not count as service for severance pay purposes.

9.35 Absences from work that do not count as service for Long Service Leave purposes will not be recognised as service for severance pay purposes.

10. TERMINATION OF EMPLOYMENT

Resignation or Retirement

- 10.1 An employee may resign or retire from DCC by giving at least two weeks' notice. The employee's manager or the Director, HR may agree to a lesser period of notice.
- 10.2 A resignation must be in writing, stating the date of effect. The date of effect should not be a public holiday, unless agreed otherwise by the Director, HR.

Termination of Employment by DCC

- 10.3 The sole and exhaustive rights and remedies of an employee in relation to termination are those available:
 - i. in Division 4 of Part 12 of the *Workplace Relations Act 1996*;
 - ii. under other Commonwealth laws (including the Constitution); and
 - iii. at common law.
- 10.4 Termination of employment, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures set out in clause 8 of this Agreement.

11. DEFINITIONS AND INTERPRETATION

In this Agreement, unless there is a contrary intention, the following definitions apply –

This Agreement means the *Department of Climate Change Agreement 2009-2011*.

APS means the Australian Public Service.

APS Level means classification levels below Executive Levels.

Bandwidth means the hours between 7 am and 7 pm on a working day, including public holidays.

Broadband is as described in subclauses 5.4 to 5.7.

CPSU means the Community and Public Sector Union.

Department, unless otherwise specified, means the Department of Climate Change.

DCC means the Department of Climate Change.

DEWHA means the Department of the Environment, Water, Heritage and the Arts.

Employee, unless otherwise specified, means an employee of the Department of Climate Change who is employed under the *Public Service Act 1999*. Employees may be ongoing or non-ongoing, part-time or full-time.

Executive Level Employee means an employee at Executive Level 1 or Executive Level 2 and the equivalent broadbanded employees as described in subclauses 5.5, 5.7 and 5.8.

Family means a person who may belong to one or more of the following categories

- i. is related to the employee by blood, or by marriage, or by adoption, or by kinship; or
- ii. stands in a bona fide domestic or household relationship with an employee without discrimination as to gender; or
- iii. is a child or adopted child or a child in the care and custody of an employee.

Manager means an employee whose role and responsibilities include the supervision and/or management of an employee of lower classification.

MEAA means the Media, Entertainment and Arts Alliance.

Non-ongoing employee is as defined in the *Public Service Act 1999*.

Ongoing employee is as defined in the *Public Service Act 1999*.

Parties means the parties to this Agreement as detailed in Clause 1.

PM&C means the Department of the Prime Minister and Cabinet.

Secretary means the Secretary of the Department of Climate Change.

Standard Day means 7 hours and 30 minutes per day worked between the hours of 8:30 am to 12:30 pm and 1:30pm to 5:00 pm.

DCC SALARY STRUCTURE

	APS Level	Current Salary	New Structure	2009 Salary see subclause 5.10	2010 salary see subclause 5.10	
Broadband 1	APS 1	\$36,589	APS 1.1	\$38,236	\$39,956	
		\$38,795	APS 1.2	\$39,946	\$41,744	
		\$41,112	APS 1.3	\$41,657	\$43,531	
			APS 1.4	\$43,368	\$45,319	
	APS 2	\$43,578	APS 2.1	\$45,539	\$47,588	
			APS 2.2	\$46,557	\$48,652	
			APS 2.3	\$47,575	\$49,716	
		\$46,193	APS 2.4	\$48,593	\$50,779	
Broadband 2	APS 3	\$47,738	APS 3.1	\$50,683	\$52,963	
		\$49,171	APS 3.2	\$52,076	\$54,419	
		\$50,643	APS 3.3	\$53,469	\$55,330	
		\$52,162	APS 3.4	\$54,863	\$57,331	
	APS 4	\$53,731	APS 4.1	\$56,430	\$59,515	
			APS 4.2	\$57,823	\$60,607	
		\$55,343	APS 4.3	\$59,217	\$61,699	
		\$57,003	APS 4.4	\$60,610	\$62,791	
	APS 5	\$58,713	APS 5.1	\$62,178	\$64,975	
			APS 5.2	\$63,397	\$66,068	
		\$60,472	APS 5.3	\$64,616	\$67,160	
		\$62,285	APS 5.4	\$65,835	\$68,252	
APS 6	APS 6	\$64,156	APS 6.1	\$67,925	\$70,982	
		\$66,081				
		\$67,095	APS 6.2	\$71,060	\$74,258	
		\$68,063				
		\$70,105	APS 6.3	\$74,195	\$77,534	
EL1	EL 1	\$78,903	EL1.1	\$83,600	\$87,362	
		\$81,045				
		\$82,730	EL1.2	\$87,431	\$91,365	
		\$84,976	EL1.3	\$91,262	\$95,369	
		\$87,525				
	\$87,687					
	\$90,347	EL1.4	\$95,095	\$99,374		
	Additional Pay Points				\$98,899	\$103,349
					\$102,703	\$107,325
					\$106,506	\$111,299
EL2	EL2	\$94,331				
		\$94,527	EL2.1	\$99,798	\$104,288	
		\$97,362				
		\$99,736				
		\$100,283	EL2.2	\$105,718	\$110,476	
	\$103,292					
	\$106,391	EL2.3	\$111,639	\$116,663		
	\$107,484					
	\$109,391*					
	\$109,611					
\$112,268	EL2.4	\$117,563	\$122,853			
Additional Pay Points				\$122,265	\$127,767	
				\$126,968	\$132,682	
				\$131,670	\$137,595	

NB **Bold** figures are PM&C rates

* indicates DEWHA "Special" rate – top of the range plus \$3,000

**DCC SPECIALIST BROADBANDS
SALARY MODEL**

LEGAL OFFICERS

	Former DEWHA Structure	Current Salary	New Structure	APS Equivalent	2009 Salary see sub clause 5.10	2010 salary see sub clause 5.10
Legal Officer	LO 1.1	\$49,171	LO 1.1	APS 3.2.	\$52,076	\$54,419
	LO 1.2	\$55,343	LO 1.2	APS 4.3	\$59,217	\$61,699
	LO 1.3	\$60,472	LO 1.3	APS 5.3	\$64,616	\$67,610
	LO 1.4	\$64,156	LO 1.4	APS 6.1	\$67,952	\$70,982
	LO 1.5	\$68,063	LO 1.5	APS 6.3	\$74,195	\$77,534
	LO 1.6	\$72,587	LO 1.6	APS 6.4	\$77,330	\$80,810
Senior Legal Officer	SLO 1.1	\$78,903	SLO 1.1	EL 1.1	\$83,600	\$87,362
	SLO 1.2	\$84,976	SLO 1.2	EL 1.3	\$91,262	\$95,369
	SLO 1.3	\$87,525	SLO 1.3	EL 1.4	\$95,095	\$99,374
	SLO 1.4	\$91,209	SLO 1.4	EL 2.1	\$99,798	\$100,320
	SLO 1.5	\$97,362	SLO 1.5	EL 2.2	\$105,718	\$110,476
Principal Legal Officer	PLO 1.1	\$103,292	PLO 1.1	EL 2.3	\$111,639	\$116,663
	PLO 1.2	\$106,391	PLO 1.2	EL 2.4	\$117,563	\$122,853
	PLO 1.3	\$109,587	PLO 1.3	EL 2	\$120,563	\$125,988

PUBLIC AFFAIRS OFFICERS

	Former DEWHA Structure	Current Salary	New Structure	APS Equivalent	2009 Salary see sub clause 5.10	2010 salary see sub clause 5.10	
Public Affairs Officer	PAO 1.1	\$53,731	PAO 1.1	APS 4.1	\$56,430	\$59,515	
	PAO 1.2	\$57,003	PAO 1.2	APS 4.4	\$60,610	\$62,791	
	PAO 1.3	\$60,472	PAO 1.3	APS 5.3	\$64,616	\$67,610	
	PAO 1.4	\$62,285	PAO 1.4	APS 5.4	\$65,835	\$68,252	
	PAO 2.1	\$68,063	PAO 2.1	APS 6.2	\$71,060	\$74,258	
	PAO 2.2	\$70,105	PAO 2.2	APS 6.3	\$74,195	\$77,534	
	PAO 2.3	\$74,983	PAO 2.3	APS 6	\$78,921	\$82,472	
	PAO 2.4		PAO 2.4	EL 1.1	\$83,600	\$87,362	
	PAO 3.1	\$82,730	PAO 3.1	EL 1.2	\$87,431	\$91,365	
	PAO 3.2	\$91,209	PAO 3.2	EL 1	\$96,000	\$100,320	
	PAO 3.3	\$97,362	PAO 3.3	EL 2.2	\$105,718	\$110,476	
	PAO 3.4	\$103,292	PAO 3.4	EL 2.3	\$111,639	\$116,663	
	Senior Public Affairs Officer	SPAO 1.1	\$106,391	SPAO 1.1	EL 2	\$114,988	\$120,163
		SPAO 2.1	\$112,874	SPAO 2.1	EL 2	\$121,991	\$127,480

RESEARCH SCIENTISTS

	Former DEWHA Structure	Current Salary	New Structure	APS Equivalent	2009 Salary see sub clause 5.10	2010 salary see sub clause 5.10
Research Scientist	RS 1.1	\$64,156	RS 1.1	APS 6.1	\$67,925	\$70,982
	RS 1.2	\$66,081	RS 1.2	APS 6.2	\$71,060	\$74,258
	RS 1.3	\$68,063				
	RS 1.4	\$70,105	RS 1.3	APS 6.3	\$74,195	\$77,534
	RS 1.5	\$72,587	RS 1.4	APS 6.4	\$77,330	\$80,810
	RS 1.6	\$74,983				
	RS 1.7	\$77,457	RS 1.5	EL 1	\$81,525	\$85,194
	RS 1.8	\$78,903				
	RS 1.9	\$82,730	RS 1.6	EL 1.2	\$87,431	\$91,365
	RS 1.10	\$84,976	RS 1.7	EL 1.3	\$91,262	\$95,369
	RS 1.11	\$87,525	RS 1.8	EL 1.4	\$95,095	\$99,374
Senior Research Scientist	SRS 1.1	\$91,209				
	SRS 1.2	\$92,848				
	SRS 1.3	\$94,527	SRS 1.1	EL 2.1	\$99,798	\$104,288
	SRS 1.4	\$97,362				
	SRS 1.5	\$100,283	SRS 1.2	EL 2.2	\$105,718	\$110,476
	SRS 1.6	\$103,292				
	SRS 1.7	\$106,391	SRS 1.3	EL 2.3	\$111,639	\$116,663
	SRS 1.8	\$109,587	SRS 1.4	EL 2	\$115,343	\$120,533
	SRS 1.9	\$112,874	SRS 1.5	EL 2	\$118,803	\$124,149
Principal Research Scientist	PRS 1.1	\$116,260	PRS 1.1	EL 2	\$122,366	\$127,872
	PRS 1.2	\$119,748	PRS 1.2	EL 2	\$126,038	\$131,710
	PRS 1.3	\$123,341	PRS 1.3	EL 2	\$129,819	\$135,661
	PRS 1.4	\$127,040	PRS 1.4	EL 2	\$133,713	\$139,730
Senior Principal Research Scientist	SPRS 1.1	\$134,633	SPRS 1.1	EL 2	\$141,704	\$148,081
	SPRS 1.2	\$138,703	SPRS 1.2	EL 2	\$145,988	\$152,557
	SPRS 1.3	\$142,846	SPRS 1.3	EL 2	\$150,349	\$157,115
	SPRS 1.4	\$147,150	SPRS 1.4	EL 2	\$154,879	\$161,849

Note: Access to additional pay points outlined in the proposed salary model may be available to individuals covered by the above specialist broadbands based on PDF outcomes