



Australian Government

Department of the Prime Minister and Cabinet

**COLLECTIVE AGREEMENT
2007 – 2010**

Formal acceptance of the Agreement

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

.....
Dr Peter Shergold
Secretary

Date.....

.....
Iwona Bilski
Employee Elected Representative

Date.....

.....
Julie Gaglia
Employee Elected Representative

Date.....

.....
Richard Maher
Employee Elected Representative

Date.....

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PART A - TECHNICAL AND GENERAL MATTERS

1. Title

- 1.1. This Agreement is called the PM&C Collective Agreement 2007–2010.

2. Parties and coverage

- 2.1. This Agreement is made under section 327 of the *Workplace Relations Act 1996* (the Workplace Relations Act). It applies to and binds the Secretary of PM&C (on behalf of the Commonwealth) and PM&C employees employed under the *Public Service Act 1999* (the Public Service Act).
- 2.2. This Agreement does not cover the employment terms and conditions of:
- a. substantive PM&C SES staff;
 - b. PM&C staff who are covered by an AWA; or
 - c. persons whose salary is paid by another government agency or employer.
- 2.3. Unless specified otherwise or modified by law this Agreement covers the terms and conditions for non-ongoing PM&C employees.

3. Delegations

- 3.1. The Secretary may delegate to or authorise a person to perform any of the Secretary's powers or functions under this Agreement. Details are in the Personnel Delegations Manual.

4. Operation of the agreement

- 4.1. This Agreement will commence upon lodgment with the Workplace Authority and nominally expires on 1 October 2010.
- 4.2. The parties to this Agreement agree that this Agreement constitutes a closed Agreement in settlement of all matters for its duration. No party to this Agreement may make any extra claims that would affect employees' terms and conditions of employment under this Agreement.
- 4.3. This Agreement is a comprehensive agreement and excludes the protected award conditions (as defined in the Workplace Relations Act, as amended from time to time) and any conditions that are about, incidental to, or machinery provisions to, protected award conditions, within the *Australian Public Service Award 1998* (as varied from time to time).

Note: The protected award conditions are award conditions that are excluded from the Agreement, that would, but for this Agreement, have effect in relation to the employment of employees under this Agreement and relate to the following matters; rest breaks, incentive based payments and bonuses, annual leave loadings, public holidays, monetary allowances, loadings for working overtime or for shift work, penalty rates, outworker conditions; and any other award conditions specified as protected award conditions in Regulations made under the Workplace Relations Act.

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- 4.4. Various employment provisions contained within this Agreement are administered in conjunction with PM&C guidelines. PM&C guidelines do not form part of this Agreement and if there is any conflict this Agreement will prevail over guidelines.

5. Staff consultation

- 5.1. PM&C is committed to consulting with employees. A Consultative Committee will facilitate communication, consultation, co-operation and input from staff on matters affecting the workplace.
- 5.2. The Consultative Committee will be consulted on the development or review of any PM&C guidelines or other corporate documents relating to matters covered by this Agreement.

6. Dispute resolution

- 6.1. If there is any issue arising between the parties relating to this Agreement the parties to the dispute will attempt to resolve it at the workplace level through the procedure outlined in Division 2 of Part 13 of the Workplace Relations Act.

7. Resolution of individual grievances

- 7.1. Under section 33 of the Public Service Act an employee may seek a review of decisions or actions that affect his or her individual employment. Details are in the Review of Action Guidelines.

PART B - OUR WORKPLACE

8. Workplace culture

- 8.1. PM&C is committed to maintaining a diverse workforce and a workplace that is free from discrimination and harassment. There are guidelines that seek to prevent workplace bullying and harassment and a list of Workplace Harassment Contact Officers is on the intranet.

9. Health and wellbeing

- 9.1. PM&C will provide a programme of health activities for employees. Employees are encouraged to participate in the activities which are promoted on the intranet.
- 9.2. A confidential, professional counselling service is available to help employees resolve personal or work related problems. Details of how to access the Employee Assistance Programme are on the intranet.

10. Support for carers

- 10.1. Employees will have access to a family assistance information service that can provide information on the nature, availability and cost of dependent care services such as child care centres, vacation care, hostels, home care services and nursing homes.
- 10.2. PM&C will maintain a nursing mothers' and carers' room. Use of these facilities is subject to the Carers' Room Guidelines.

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- 10.3. PM&C may reimburse reasonable, unavoidable, additional costs associated with the care of a family member or dependent where an employee is required to travel away from his or her normal work location for business purposes or is directed to work outside his or her normal pattern of hours. The employee must advise his or her supervisor in advance that costs may be incurred.

11. Learning and development

- 11.1. PM&C provides learning and development opportunities for employees including:
- a. orientation sessions;
 - b. career planning advisers;
 - c. internal rotation scheme;
 - d. seminars, presentations and workshops;
 - e. scholarships and study awards; and
 - f. professional development opportunities fund.
- 11.2. Details of learning and development opportunities and application forms are on the intranet.
- 11.3. Employees may be eligible for reimbursement of up to \$6,000 per year course fees. Details are in the Study Assistance Guidelines. Eligible employees may also be granted study leave of up to six hours per week.

12. Christmas function

- 12.1. PM&C will continue to make a significant contribution to the annual Christmas function organised by the Social Club. The Secretary will discuss funding arrangements with the Social Club President.

13. Performance management

- 13.1. All employees are required to participate in the Performance Management & Development Scheme (PM&DS). Details are in the PM&DS Guidelines.
- 13.2. If an employee is not performing to the required standard the Managing Unsatisfactory Performance Guidelines will apply. If the employee's performance remains unsatisfactory possible actions include reduction in classification, reassignment of duties or termination of employment.
- 13.3. The Managing Unsatisfactory Performance Guidelines do not apply:
- a. to employees on probation;
 - b. to non-ongoing employees;
 - c. if underperformance is due to a medical condition;
 - d. in cases of suspected misconduct; or
 - e. if an essential qualification has been lost.
- 13.4. If underperformance is due to a medical condition the Fitness for Duty Guidelines apply.

PART C - EMPLOYMENT CONDITIONS

14. Hours of work

- 14.1. Ordinary hours of work for full-time employees are 38 hours per week. This equates to a standard day of 7 hours and 36 minutes. An employee's ordinary hours of work will be averaged over a 12 month averaging period. This means that an employee's average ordinary hours of work will be calculated at any particular time by calculating the average during the 12 month period immediately preceding that time.
- 14.2. The span of hours during which an employee may work his or her ordinary hours is 7am to 7pm Monday to Friday. The span of hours may be varied in special circumstances by agreement between an employee and his or her supervisor.
- 14.3. An employee at or below the APS 6 level (PMC Bands 1 and 2) must record his or her attendance on PM&C's timekeeping system.
- 14.4. The pattern of hours by which an employee will work his or her ordinary hours should be agreed with his or her supervisor. However, employees will be available for reasonable direction to work outside the agreed pattern of hours.
- 14.5. Employees will not normally be required to work for more than 10 hours on any one day and should not work more than 5 consecutive hours without taking a break of at least 30 minutes.
- 14.6. Standard attendance hours are 7 hours and 36 minutes from 8.30am to 12.30pm and 1.30pm to 5.06pm Monday to Friday. Standard attendance hours will apply:
 - a. if an employee and his or her supervisor cannot agree on a pattern of hours; or
 - b. if an employee's supervisor considers that the employee's attendance is unsatisfactory or that the employee is misusing flextime.

15. APS level employees: flextime and overtime

- 15.1. Employees at or below the APS 6 level (PMC Bands 1 and 2), including part-time employees can use flextime. Details are in the Flextime Scheme Guidelines.
- 15.2. A flextime settlement period is a period of 4 weeks. A maximum flextime credit of 40 hours can be accumulated and carried over from one flextime settlement period to the next. Flex credits in excess of 25 hours may be paid out at single time using the employee's hourly rate of pay.
- 15.3. A maximum of 10 hours debit can be accumulated and carried over from one flextime settlement period to the next. Employees who accumulate a debit in excess of 10 hours have two flextime settlement periods to reduce the debit. If the debit is not reduced at the end of two flextime settlement periods the excess debit is treated as leave without pay and deducted from the employee's salary.
- 15.4. If an employee has a flex debit upon leaving PM&C the debit will be treated as leave without pay and deducted from the employee's final salary. Flex credits less than 25 hours will not be paid out upon leaving PM&C.

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- 15.5. An APS level employee who is required to work outside the 7am to 7pm Monday to Friday span of hours or on a public holiday is eligible to receive extra duty payment (overtime). The rates are set out in [Attachment 2](#) to this Agreement.
 - 15.6. An employee cannot claim flex and also receive an extra duty payment in respect of the same hours. An employee should have a break of at least 8 hours between finishing the extra duty and commencing work again.

16. Executive Level employees: time off in lieu (TOIL)

- 16.1. Executive Level 1 or Executive Level 2 (PMC Bands 3 and 4) employees may be granted TOIL. Details are in the TOIL Guidelines.

17. Part-time employment and job sharing

- 17.1. A part-time employee is one whose ordinary hours of work are less than 152 over a 4 week period. Employees who job share will be classed as part-time.
- 17.2. Remuneration and other employment conditions are calculated on a pro-rata basis. For allowances of a reimbursement nature part-time employees receive the same amount as full-time employees.
- 17.3. The Request for Part-Time Working Arrangements form is on the intranet. The Secretary (delegate) will consider applications in light of operational requirements.
- 17.4. A part-time employee will normally be required to work at least 3 consecutive hours on his or her nominated workdays. The pattern of working hours and any variations to the arrangements will be agreed in writing.
- 17.5. A part-time employee will revert to full-time employment at the end of the agreed period, unless a renewal is approved. A part-time employee may revert to full-time at any time if the Secretary (delegate) agrees.
- 17.6. An employee returning from parental leave may apply to work part-time for a period of up to 2 years from the date of birth or adoption of a child. Approval will be given unless part-time work does not meet operational requirements.

18. Home based work

- 18.1. The Secretary (delegate) may agree to an employee working from home. PM&C will meet the cost of supplying and maintaining necessary equipment and materials. Details are in the Home Based Work Guidelines.

PART D - LEAVE

19. Transfer of accrued leave

- 19.1. If an employee joins PM&C from an employer staffed under the Public Service Act, the *Parliamentary Service Act 1999* or from the ACT Government Service, accrued annual leave and personal/carer's leave credits (however described) will be transferred, provided there is no break in continuity of service.
- 19.2. Use of these accrued leave credits and future entitlements is in accordance with this Agreement.

20. Annual leave

- 20.1. A full-time employee is entitled to 20 days paid annual leave. Annual leave accrues on a pro-rata basis for part-time employees. Annual leave accrues daily and is credited fortnightly. Annual leave counts as service for all purposes.
- 20.2. If more than 30 days leave that is not to count as service for any purpose is taken in a calendar year that whole period of leave will not count towards accrual of annual leave. Details are in the Annual Leave Guidelines.
- 20.3. An employee with an accrued annual leave credit of 20 days or less may take some or all of his or her annual leave on half pay. A minimum of five consecutive working days must be taken. Details are in the Annual Leave Guidelines.
- 20.4. Employees will not be directed to take leave or deemed to be on leave.

21. Cashing out of annual leave

- 21.1. An employee who has taken at least 10 days annual leave in the last 12 months may make a written election to cash out up to 10 days of his or her annual leave entitlement. Details are in the Annual Leave Guidelines.
- 21.2. For a period of 3 months following the commencement of this Agreement an employee may cash out any or all of his or her annual leave credits accumulated prior to 27 March 2006. This entitlement applies regardless of the amount of leave taken in the last 12 months. An election form is on the intranet.
- 21.3. An employee who makes an election pursuant to subclause [21.1](#) or [21.2](#) is entitled to receive pay in lieu of the amount of annual leave at a rate that is no less than his or her basic periodic rate of pay at the time that the election is made.

22. Purchased leave

- 22.1. Employees may apply to purchase up to 8 weeks (40 days) additional leave per calendar year and to combine this with up to 4 weeks (20 days) annual leave at half pay. Details are in the Purchased Leave Guidelines.

23. Cancelled leave

- 23.1. If an employee's leave is cancelled without reasonable notice the employee will be recredited with the amount of leave cancelled and reimbursed for reasonable costs incurred. Details are in the Annual Leave Guidelines.
- 23.2. If an employee is recalled to duty the employee will be recredited with a period equivalent to the ordinary hours worked during the annual leave and reimbursed for any reasonable costs incurred. Details are in the Annual Leave Guidelines.
- 23.3. An employee who is ill or injured for one day or longer while on annual leave and who produces a medical certificate may apply for personal/carer's leave.

24. Christmas close down

- 24.1. PM&C ceases normal business from 25 December until the first working day following 1 January. Employees will be stood down on full pay without deduction from leave credits for the 2 working days that occur in that period.

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- 24.2. The Christmas close down is 28 and 31 December 2007, 30 and 31 December 2008 and 30 and 31 December 2009. An APS level employee who is required to work on either of those 2 days will receive an extra duty payment. An Executive Level employee will receive an equivalent period of time off in lieu.

25. Public holidays

- 25.1. Employees will observe the following public holidays each year on full pay, unless they are on leave on half pay on both sides of the public holiday, in which case they will only receive payment at half pay:
- a. New Year's Day or if that day falls on a Saturday or Sunday, the following Monday;
 - b. Australia Day or if that day falls on a Saturday or Sunday, the following Monday;
 - c. Good Friday, Easter Saturday and Easter Monday;
 - d. Anzac Day, or where another day is substituted by the relevant State or Territory Government, that day;
 - e. Christmas Day or if that day falls on a Saturday or Sunday, 27 December;
 - f. Boxing Day, or if that day falls on a Saturday or Sunday, 28 December;
 - g. the additional public service holiday between Christmas and New Year;
 - h. Queen's Birthday, as gazetted by the relevant State or Territory Government;
 - i. Labour Day, as gazetted by the relevant State or Territory Government; and
 - j. additional local public holidays as gazetted by the relevant State or Territory Government.
- 25.2. An employee and the Secretary (delegate) may agree to substitute any public holiday referred to in [subclause 25.1](#) for a cultural or religious day of significance to the employee.
- 25.3. An employee may refuse on reasonable grounds a request to work a public holiday.

26. Long service leave

- 26.1. Employees are entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*. The minimum period of absence for which long service leave will be granted is 7 calendar days. The Secretary (delegate) will consider applications for long service leave in light of operational requirements.

27. Personal/carer's leave

- 27.1. If an employee is unexpectedly unable to attend work the employee or his or her representative should make a reasonable effort to notify the relevant supervisor before 9:30am.
- 27.2. Full-time ongoing employees accrue 18 days paid personal/carer's leave for each 12 months of service. Non-ongoing employees accrue 1 day of personal/carer's leave for every completed month of service. Personal/carer's leave accrues on a pro-rata basis for part-time employees.

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- 27.3. Ongoing PM&C employees new to the APS are credited with their full entitlement on commencement and thereafter annually on the anniversary of commencement.
- 27.4. If an employee takes more than 30 days leave that does not count as service within a 12 month period, the date of the next personal/carer's leave credit will be deferred by that amount of days.
- 27.5. An employee is entitled to take personal/carer's leave where the employee:
- a. is ill or injured; or
 - b. is required to provide care or support for members of the employee's family or household because of a personal illness or injury of the member or an unexpected emergency affecting the member.
- 27.6. Personal/carer's leave may also be approved if an employee is required to be absent from work due to unforeseen circumstances and has insufficient annual leave credits available. The Personal/Carer's Leave Guidelines provide further detail on how and when personal/carer's leave may be taken.
- 27.7. In exceptional situations, the Secretary (delegate) may grant an employee who has used all of his or her personal/carer's leave credits additional personal/carer's leave on half pay. The employee must provide supporting evidence.
- 27.8. An employee who is unfit for duty due to a war-caused or defence-caused condition as determined under the *Veterans' Entitlements Act 1986*, is entitled to war service personal leave. Details are in the Personal/Carer's Leave Guidelines.

28. Compassionate leave

- 28.1. An employee is entitled to paid compassionate leave of up to 2 days on each occasion where a member of the employee's immediate family or household contracts or develops an illness or injury that poses a serious threat to his or her life. An employee may apply to take additional days on personal leave.
- 28.2. An employee is entitled to paid compassionate leave of up to 4 days on each occasion of the death of a member of the employee's immediate family or household. An employee may apply to take additional days on personal leave.

29. Volunteer leave

- 29.1. Employees are entitled to one day's paid leave per calendar year to perform voluntary work for a not-for-profit community organisation. The timing of the leave should be agreed to by the employee's supervisor.

30. Miscellaneous leave

- 30.1. An employee who is a member of the Defence Force Reserve will be granted leave to fulfil his or her reservist obligations. Details are in the Miscellaneous Leave Guidelines.
- 30.2. Other leave may be granted with or without pay for a purpose not provided for elsewhere in this Agreement. Details are in the Miscellaneous Leave Guidelines.

31. Unauthorised absence

- 31.1. If an employee is absent from work without permission all pay and other benefits provided under this Agreement will cease to be available until the employee resumes work or is granted leave. A period of unauthorised absence does not count as service for any purpose.

PART E - PARENTAL LEAVE

32. Maternity leave

- 32.1. An employee is entitled up to 52 weeks maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* and/or Division 6 of Part 7 of the Workplace Relations Act. The maximum period of 52 weeks will be reduced by any period of leave taken under [subclause 32.2](#). Details are in the Parental Leave Guidelines.
- 32.2. An employee who is entitled to paid leave under the Maternity Leave Act is entitled to an additional 2 weeks of paid maternity leave under this Agreement. She may elect to take all or part of this combined paid leave at half pay. Any such period of leave in excess of 14 weeks will not count as service for any purpose.
- 32.3. A employee returning from maternity leave is entitled to access part-time employment in accordance with [subclause 17.6](#) of this Agreement.

33. Leave for supporting partners

- 33.1. An employee with 12 months continuous service in the APS 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 or adoption of the dependent child. The leave must be taken on full pay. Details are in the Parental Leave Guidelines.
- 33.2. An employee may access up to 2 weeks additional leave on full pay from his or her personal/carer's leave credits immediately following the period of leave taken under [subclause 33.1](#).
- 33.3. An employee with 12 months continuous service in the APS who is the primary care giver of a dependent child is entitled to a maximum of 52 weeks unpaid leave (not to count as service) from the date of the birth of the dependent child. The maximum period of 52 weeks is reduced by any period of leave taken under subclauses [33.1](#) and [33.2](#).
- 33.4. An employee returning from leave under [subclause 33.3](#) is entitled to access part-time employment in accordance with [subclause 17.6](#) of this Agreement.

34. Adoption leave

- 34.1. An employee who has insufficient annual leave credits may take 2 days unpaid pre-adoption leave to attend interviews or examinations required to obtain approval to adopt a child.

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- 34.2. An employee with 12 months continuous service in the APS who is the adoptive parent and primary carer of a newly adopted child (up to the age of 5 years or of school age) is entitled to 14 weeks paid leave from the date of the placement of the child. Adoption leave may be taken at half pay but any period of leave in excess of 14 weeks will not count as service for any purpose. The entitlement to 14 weeks paid adoption leave is reduced by any period of paid leave taken by the employee under [subclause 33.1](#). Details are in the Parental Leave Guidelines.
- 34.3. An employee with 12 months continuous service in the APS who is the adoptive parent and primary carer of a newly adopted child is entitled to a maximum of 52 weeks unpaid leave (not to count as service) from the date of the placement of the child. The maximum period of 52 weeks is reduced by any period of leave taken under [subclauses 33.1](#), [33.2](#) and [34.2](#).
- 34.4. An employee returning from adoption leave is entitled to access part-time employment in accordance with [subclause 17.6](#) of this Agreement.

35. Foster care

- 35.1. An employee who has 12 months continuous service in the APS and is in a long-term formal fostering arrangement may access up to 52 weeks unpaid leave. The leave is not to count as service.

PART F - CLASSIFICATION AND REMUNERATION

36. Broadbanded classification structure

- 36.1. PM&C has broadbanded the APS employee classification structure:

<u>PMC Band</u>	<u>APS Classification</u>
Band 1	APS Level 1 - 3
Band 2	APS Level 4 - 6
Band 3	Executive Level 1
Band 4	Executive Level 2
Graduate Band	APS Level 3 - 5

37. Salary advancement

- 37.1. On 1 October each year, an ongoing employee (excluding Graduates, Cadets or APS Trainees) who is not already on the maximum pay point applying to his or her current APS classification within the PMC Band may advance to the next pay point if the employee:
- has in place a performance agreement; and
 - has been at his or her current pay point for at least 3 months; and
 - received a rating of 3 or more in the appraisal cycle ending 30 September.
- 37.2. An Executive Level 2 (PMC Band 4) employee who is on the third or fourth pay point may advance to the next pay point if he or she:
- has in place a performance agreement; and
 - has been at his or her current pay point for at least 3 months; and
 - received a rating of 4 or more in the appraisal cycle ending 30 September.

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- 37.3. Advancement to the next APS classification level within a PMC Band is subject to the application of a Work Availability Test (WAT). The WAT can be applied if:
- a. an employee achieved a rating of 4 or 5 in the most recent appraisal cycle or is receiving a Temporary Performance Allowance for performing duties at a higher classification level; and
 - b. the Division Head determines that there is sufficient ongoing work available at the higher classification.
- 37.4. Where there are more employees eligible for advancement than positions available, the Division Head shall call for expressions of interest in the vacant position(s) from across the Division. This does not preclude the Division Head from advertising the position(s) across PM&C or externally, or choosing not to proceed with advancement or selection.
- 37.5. After reviewing expressions of interest the Division Head will select the most appropriate employee for advancement, taking into account work level standards and the employee's performance appraisal results and subject to the agreement of the relevant Deputy Secretary.
- 37.6. Application of the WAT may advance an employee from the APS 1 to APS 2 classification level or from the APS 2 to APS 3 classification level. Permanent advancement beyond the maximum pay point of the APS 3 classification level requires a vacancy to be advertised and a competitive selection process.
- 37.7. Application of the WAT may also advance an employee from the APS 4 to APS 5 classification level or from the APS 5 to APS 6 classification level. Permanent advancement beyond the maximum pay point of the APS 6 classification level requires a vacancy to be advertised and a competitive selection process.

38. Rates of pay

- 38.1. In recognition of the productivity gains to be achieved during the period of operation of this Agreement, rates of pay for all PM&C employees will be increased at each pay point of each classification as follows:
- a. 4.5% on 1 October 2007
 - b. 4.5% on 1 October 2008
 - c. 4.5% on 1 October 2009.

Rates of pay by classification are set out in [Attachment 1](#).

- 38.2. An employee whose salary prior to 1 October 2007 exceeds the maximum pay point in PM&C for that classification will be maintained on that salary until it is absorbed by PM&C pay increases at the relevant classification level at which time the employee will move to the next pay point.

39. Salary on engagement, promotion or movement

- 39.1. A person who is new to the APS or an existing APS employee who is promoted to a job in PM&C will be paid at the minimum pay point of the relevant classification unless the Secretary (delegate) approves payment of a higher salary based on experience, qualifications and skills.

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- 39.2. Unless the Secretary (delegate) determines otherwise, an existing APS employee moving to PM&C at the same classification level whose current salary exceeds the maximum pay point in PM&C for that classification will be maintained on that salary until it is absorbed by PM&C pay increases at the relevant classification level at which time the employee will move to the next pay point.
- 39.3. Unless the Secretary (delegate) determines otherwise, an existing APS employee moving to PM&C at the same classification level whose current salary does not match a PM&C pay point for that classification and is below the maximum pay point in PM&C for that classification will be paid at the next highest pay point.

40. Graduates

- 40.1. A PM&C graduate will be engaged as an ongoing employee at the minimum pay point of the PMC Graduate Band (APS Level 3-5). After 6 months service, PM&C graduates who have received a rating of 3 or more in performance appraisals up to that date will advance to the maximum pay point of the APS Level 3 in the PMC Graduate Band.
- 40.2. On completion of their training programme PM&C graduates will be assessed for advancement within the [PMC Graduate Band](#).
- 40.3. Graduates will not be eligible for Temporary Performance Allowance during the course of the training programme.

41. Cadets

- 41.1. A Cadet or Indigenous Australian Cadet will be engaged at the APS 1 or 2 classification level in PMC Band 1. A Cadet will receive the normal rate of pay for his or her classification when attending PM&C for practical training and 57% of this rate when in full-time study.
- 41.2. On completion of his or her study and practical training a Cadet will advance to the minimum pay point of the APS 3 classification level in PMC Band 1.

42. Trainee APS employees

- 42.1. A Trainee APS employee will undertake a course of training determined by the Secretary (delegate) and be paid a percentage of the rate of pay applying to the minimum pay point of the APS 1 classification level in PMC Band 1, having regard to the average proportion of time spent in approved training.
- 42.2. Upon successful completion of his or her training requirements a Trainee will be paid at the minimum APS 1 pay point in the PMC Band 1 classification.

43. Casual employees

- 43.1. Casual employees are engaged to perform duties that are irregular or intermittent. A casual employee is entitled to be paid an additional 20% loading on the hourly rate of pay that is payable to a full-time employee at the same pay point in the relevant classification.
- 43.2. The additional payment is in lieu of annual leave, personal/carer's leave, compassionate leave and payment for public holidays.

44. Supported wage system

- 44.1. An employee who is affected by a disability may be eligible for a supported wage. Details are in the Supported Wage Guidelines.

45. Payment of salary

- 45.1. An employee will be paid fortnightly by electronic funds transfer into a financial institution account of the employee's choice.
- 45.2. The fortnightly rate of pay is calculated using the following formula: annual rate of pay multiplied by 12 and divided by 313.

46. Flexible remuneration packaging

- 46.1. Employees have access to flexible remuneration packaging in accordance with legislation and government policy. Details of PM&C's salary packaging scheme are available on the intranet.

47. Salary on reduction

- 47.1. An employee's classification may be reduced at the employee's request or if the Secretary (delegate) directs.
- 47.2. Reduction by the Secretary may occur in the following circumstances:
- a. as a sanction in the event of a breach of the APS Code of Conduct;
 - b. where the employee is excess to requirements at the higher classification;
 - c. where the employee lacks or has lost an essential qualification for performing duties at the higher classification;
 - d. on the ground of non-performance or unsatisfactory performance of duties at the higher classification; or
 - e. where the employee is unable to perform duties at the higher classification because of physical or mental incapacity.
- 47.3. If an employee requests in writing or is directed to perform work at a lower classification level temporarily or permanently, the Secretary (delegate) will determine the salary rate at the lower classification level. The determination will reflect the employee's experience, qualifications and skills and the circumstances under which the reduction occurred.

PART G - ALLOWANCES

48. Skills and responsibilities loading

- 48.1. The Secretary (delegate) may authorise an additional payment to an employee who is directed to undertake a task over and above normal duties or is at the maximum pay point of his or her classification and provides additional skills in excess of the relevant work level standards. The Skills and Responsibilities Loading Guidelines provide details.
- 48.2. The additional payment does not form part of an employee's basic periodic rate of pay and will not count for superannuation purposes.

49. Temporary performance allowance

- 49.1. An employee who is reassigned duties at a higher non-SES classification level either within a PMC Band or in a higher PMC Band for a period of 20 consecutive working days or more will be paid a Temporary Performance Allowance (TPA) equal to the difference between the employee's current base salary and pay point of the higher classification as determined by the Secretary (delegate).
- 49.2. An employee who is reassigned duties at a higher level in an SES position for a period of 20 consecutive working days or more will be remunerated at a salary level determined by the Secretary.
- 49.3. TPA is not payable for periods of 19 consecutive working days or less. If an employee is reassigned duties at a higher level for more than 10 but less than 20 consecutive working days during a busy period the Secretary (delegate) may authorise payment of a skills and responsibilities loading.
- 49.4. TPA does not form part of an employee's basic periodic rate of pay and will not count for superannuation purposes unless paid for 12 continuous months or more.

50. Departmental liaison officer allowance

- 50.1. Departmental liaison officers will receive an annual allowance paid fortnightly. The allowance is \$15,387 per annum from 1 October 2007, \$16,079 per annum from 1 October 2008 and \$16,803 per annum from 1 October 2009.

51. Travel assistance

- 51.1. An employee undertaking official travel may use a travel charge card or other Government credit card to pay for accommodation, meals and incidental expenses. Expenditure limits are adjusted annually and are available from Divisional Support Units and on the intranet.
- 51.2. A Division Head may authorise the payment of airline lounge membership fees for an employee who needs access to an airline lounge for work purposes. Other employees may purchase a membership at PM&C's discounted corporate rate.

52. Motor vehicle allowance

- 52.1. The Secretary (delegate) may authorise an employee to use a private vehicle for official purposes if it results in greater efficiency or less expense for PM&C. Details are available from Divisional Support Units and on the intranet.

53. Reimbursement for loss or damage

- 53.1. The Secretary (delegate) may approve reimbursement to an employee for loss or damage to clothing and/or personal effects, which occurred in the course of the employee's work.

54. Relocation assistance

- 54.1. An employee may be entitled to assistance with relocation expenses. Details are in the Relocation Assistance Guidelines.

55. First aid allowance

- 55.1. First Aid Officers appointed by the Secretary (delegate) will receive an allowance of \$25 per fortnight.

56. Jury service fees

- 56.1. An employee who is on miscellaneous leave with pay to undertake jury service is not eligible to receive juror's fees.

57. Other allowances

- 57.1. The Secretary may approve the payment of other allowances from time to time. Other allowances will be paid in the manner and circumstances determined by the Secretary.

PART H - TERMINATION OF EMPLOYMENT

58. Termination by employee

- 58.1. An employee may terminate his or her employment at any time by giving two weeks notice in writing to his or her supervisor.

59. Termination of employment by PM&C

- 59.1. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those available:
- a. in Division 4 of Part 12 of the Workplace Relations Act;
 - b. under other Commonwealth laws (including the Constitution); and
 - c. at common law.
- 59.2. Termination of, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures set out in [clause 6](#) or the individual grievance procedures set out in [clause 7](#) of this Agreement.
- 59.3. Nothing in this Agreement prevents the Secretary (delegate) from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with sub-section 661(1) (c) of the Workplace Relations Act, subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the APS Code of Conduct under section 15 of the Public Service Act.

ATTACHMENT 1 – CLASSIFICATIONS AND PAY RATES

PMC Band	APS Level	Pay Point	Salary @ 1/10/06	Salary @ 1/10/07	Salary @ 1/10/08	Salary @ 1/10/09
4	EL2	EL2.5	102807	107433	112268	117320
		EL2.4	100374	104891	109611	114543
		EL2.3	98426	102855	107484	112320
		EL2.2	91331	95441	99736	104224
		EL2.1	86382	90269	94331	98576
3	EL1	EL1.3	82733 (Merit)	86456	90347	94412
		EL1.2	80298	83911	87687	91633
		EL1.1	74215	77555	81045	84692
2	APS 6	APS 6.4	69045 (Merit)	72152	75399	78792
		APS 6.3	66917	69928	73075	76363
		APS 6.2	64483	67385	70417	73586
		APS 6.1	61441	64206	67095	70114
	APS 5	APS 5.4	58400 (WAT)	61028	63774	66644
		APS 5.3	57182	59755	62444	65254
		APS 5.2	55661	58166	60783	63518
		APS 5.1	53837	56260	58791	61437
	APS 4	APS 4.4	52620 (WAT)	54988	57462	60048
		APS 4.3	51099	53398	55801	58312
		APS 4.2	49883	52128	54473	56925
		APS 4.1	48362	50538	52813	55189
1	APS 3	APS 3.4	46841 (Merit)	48949	51152	53453
		APS 3.3	45624	47677	49823	52065
		APS 3.2	44407	46405	48494	50676
		APS 3.1	43496	45453	47499	49636
	APS 2	APS 2.4	42278 (WAT)	44181	46169	48246
		APS 2.3	41062	42910	44841	46859
		APS 2.2	39236	41002	42847	44775
		APS 2.1	38020	39731	41519	43387
	APS 1	APS 1.4	37108 (WAT)	38778	40523	42346
		APS 1.3	35587	37188	38862	40611
		APS 1.2	34674	36234	37865	39569
		APS 1.1	33763	35282	36870	38529

PMC GRADUATE BAND

APS Level	Pay Point	Salary @ 1/10/06	Salary @ 1/10/07	Salary @ 1/10/08	Salary @ 1/10/09
APS 5	APS 5.4	58400	61028	63774	66644
	APS 5.3	57182	59755	62444	65254
	APS 5.2	55661	58166	60783	63518
	APS 5.1	53837	56260	58791	61437
APS 4	APS 4.4	52620	54988	57462	60048
	APS 4.3	51099	53398	55801	58312
	APS 4.2	49883	52128	54473	56925
	APS 4.1	48362	50538	52813	55189
APS 3	APS 3.4	46841	48949	51152	53453
	APS 3.3	45624	47677	49823	52065
	APS 3.2	44407	46405	48494	50676
	APS 3.1	43496	45453	47499	49636

ATTACHMENT 2 – EXTRA DUTY PAYMENTS

The rate of extra duty payment is per hour, as set out below.

If an employee performs approved extra duty for less than one hour, a minimum payment of one hour will be made. After the first hour, if less than a whole hour is worked, payment will be calculated at the nearest hour.

The rate is higher for the first hour of extra duty on a weekend or public holiday because it takes into account of the cost of travel to work.

	1 October 2007 \$	1 October 2008 \$	1 October 2009 \$
APS 1-3 (PMC Band 1) (Monday-Friday)	38	40	42
APS 1-3 (PMC Band 1) (Sat, Sun, Public Holiday – 1 st hour)	59	62	65
APS 1-3 (PMC Band 1) (Sat, Sun, Public Holiday - after 1 st hour)	38	40	42
APS 4-6 (PMC Band 2) (Monday-Friday)	51	53	55
APS 4-6 (PMC Band 2) (Sat, Sun, Public Holiday – 1 st hour)	71	74	77
APS 4-6 (PMC Band 2) (Sat, Sun, Public Holiday - after 1 st hour)	51	53	55

ATTACHMENT 3 - MANAGEMENT OF EXCESS EMPLOYEES

Application

1. The following provisions will apply to any PM&C employee who is excess, other than non-ongoing employees or employees on probation.

Workplace support

2. 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 and will be entitled to reasonable leave with full pay to attend necessary employment interviews.

Separate payment

3. Where a separate payment would facilitate the speedy resolution of major organisational change and it can be demonstrated that special circumstances exist, the Secretary may, with the agreement of the Prime Minister, in consultation with the Minister Assisting the Prime Minister for the Public Service, make a separate financial payment in addition to and separate from the entitlements prescribed in the Redeployment, Reduction and Retrenchment provisions in this Agreement for excess employees.

Consultation process

4. Where the Secretary (delegate) becomes aware that an employee is likely to become excess or has become excess, the Secretary (delegate) will advise the employee, in writing as soon as practicable of the reasons for this decision.
5. Within 30 calendar days of notification, the Secretary (delegate) will hold discussions with the employee, and the employee's nominated representative (if applicable), to consider:
 - any measures that could be taken to remove or reduce the incidence of an employee becoming excess;
 - redeployment opportunities;
 - referral to a redeployment programme; and
 - whether voluntary retrenchment, redeployment or re-assignment of duties may be appropriate.
6. Where an employee has been notified that he or she is potentially excess and the employee or their nominated representative has declined to participate in a discussion, the Secretary (delegate) may immediately identify the employee as excess to the requirements of PM&C.
7. Where an employee does not express a preference for redeployment or voluntary retrenchment, the Secretary (delegate) may identify the employee as excess to the requirements of PM&C 30 calendar days after the employee was notified that he or she is potentially excess.

Invitation to express interest in voluntary retrenchment

8. The Secretary (delegate) may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary retrenchment, where this would permit the redeployment of employees who are potentially excess.

Redeployment and re-assignment of duties

9. Within a reasonable timeframe, the Secretary (delegate) will take all reasonable steps, consistent with the interests of the efficient administration of the department, including merit based selection, to re-assign the duties of an excess employee at the same level, within PM&C, or to assist in the movement of an employee to another APS agency.
10. PM&C will consider an excess employee in isolation from and not in competition with other applicants for an advertised job in PM&C at or below the employee's classification level for which the employee has applied.
11. If necessary, employees seeking redeployment may be referred to a redeployment programme, if redeployment is not readily available in PM&C. PM&C will meet any costs associated with this referral.
12. An excess employee who declines an offer of voluntary retrenchment or does not accept the offer within the 30 day period will be immediately referred to a redeployment programme, unless the employee was referred prior to receiving the offer, and a retention period will commence in accordance with clause 29 of this Attachment 3.
13. An employee who has been referred to a redeployment programme and who has not already been made an offer of voluntary retrenchment will be made an offer of voluntary retrenchment two months after the referral if the employee cannot be placed within PM&C and redeployment is not successful.

VOLUNTARY RETRENCHMENT

Period of consideration

14. An employee who has been advised that he or she is excess and who is not seeking redeployment will be made only one offer of voluntary retrenchment in respect of any single retrenchment situation, and will be given 30 days in which to consider the offer commencing on the day after the offer is made.

Period of notice

15. Where an offer of voluntary retrenchment is accepted by the employee, the Secretary (delegate) can terminate the employee's employment under section 29 of the Public Service Act and give the required notice of termination of 4 weeks (or 5 weeks for an employee over 45 years of age with at least five years of continuous service). The period of notice will commence the day after the employee is notified of his or her termination of employment.

Accelerated separation

16. The Secretary (delegate) may provide employees likely to be subject to the redundancy provisions of this Agreement 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 whose employment is terminated by the Secretary under section 29 of the Public Service Act on the grounds that they are excess to requirements 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). The payments made under this clause 16 are inclusive of the period of consideration and any statutory entitlement to payment in lieu of notice.
17. This option is available to employees who exit from PM&C prior to the commencement of any formal consultation with employees and their nominated representatives, noting that at any time, the employee may nominate a representative they wish to be involved in this matter, in which case the Secretary (delegate) will hold discussion with the employee and their representative.
18. Where an employee has elected not to accept an offer under this option, the Redundancy provisions of this Agreement will then apply.
19. Where an employee requests or where the Secretary directs an earlier termination date within the notice period, the employee's employment will be terminated under section 29 of the Public Service Act on that date. Where an employee's employment 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 on the basis of:
 - the employee's current ordinary hours of work;
 - the amounts payable to the employee in respect of those hours, eg allowances and skills and responsibilities loading; and
 - any other payments under the employee's contract of employment except for accruals that would have occurred had the person remained as an employee during the relevant notice period.

Where an offer of Voluntary Retrenchment has been accepted

20. When an employee is invited to accept voluntary retrenchment, or has been notified in writing that he or she is potentially excess, he or she will be given information on the:
 - amount of his or her severance pay, pay in lieu of notice and the balance of any annual leave and long service leave credits;
 - amount of accumulated superannuation contributions;
 - options available to the employee concerning his or her superannuation;
 - taxation rules applying to the various payments;
 - access to PM&C's Career Advisory Panel; and
 - availability of assistance up to a maximum amount of \$500 for financial advice.

Severance Benefit – Recognition of Service

21. An employee who accepts voluntary retrenchment and whose employment is terminated by the Secretary under section 29 of the Public Service Act on the grounds that he/she is excess to requirements is entitled 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.
22. The minimum amount payable will be 4 weeks salary and the maximum will be 48 weeks salary.
23. Severance payments involving part-time employees will be calculated on a pro-rata basis for any period where they have worked part-time hours during their period of service and where they have less than the equivalent of 24 years full-time service.
24. Service for severance pay purposes means:
 - service in PM&C;
 - Government service as defined in section 10 of the Long Service Leave Act 1976;
 - 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;
 - service with the Australian Defence Forces;
 - APS service immediately preceding deemed resignation under the repealed Section 49 of the repealed *Public Service Act 1922* if the service has not previously been recognised for severance pay purposes; and
 - service in another organisation where the employee was moved from the APS to give effect to an administrative re-arrangement; or an employee of that organisation is engaged as an APS employee as a result of an administrative re-arrangement, and such service is recognised for long service leave purposes.
25. Service that will not count as service for severance pay purposes is any period of service which ceased through termination on the following grounds:
 - the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - non-performance, or unsatisfactory performance, of duties;
 - inability to perform duties because of a physical or mental incapacity;
 - failure to satisfactorily complete an entry level training course;
 - failure to meet a condition of engagement imposed under subsection 22(6) of the Public Service Act;
 - breach of the Code of Conduct; or
 - any other ground prescribed by the Public Service Regulations; or
 - on a ground equivalent to those above under the repealed *Public Service Act 1922*; or
 - through voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - with the payment of a retrenchment benefit or similar payment or an employer financed retirement benefit.

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26. For earlier periods of service to count as severance pay, there must be no breaks between periods of service, except where:
- the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
27. Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

Severance benefit – rate of payment

28. Salary for severance pay purposes will include:
- the employee's substantive salary adjusted on a pro-rata basis for periods of part-time service;
 - Temporary performance allowance for performance of duties at a higher classification level where the employee has been performing duties at the higher classification level for a continuous period of at least twelve months immediately prior to the date on which the employee was given notice of termination of employment; and
 - other allowances in the nature of salary which have been paid to the employee on a regular basis and have continued to be paid during periods of annual leave, excluding allowances which are a reimbursement for expenses incurred.

COMMENCEMENT OF RETENTION PERIOD

29. A retention period will commence in relation to an employee who has sought redeployment, has declined an offer of voluntary retrenchment and has been referred to a redeployment programme prior to the offer being made.

Retention Period

30. If an excess employee does not accept voluntary retrenchment, unless the employee agrees, the employee will not be involuntarily terminated by the Secretary under section 29 of the Public Service Act until the 7 months retention period has lapsed.
31. The retention period will commence on whichever is the earlier:
- the day the employee is advised in writing by the Secretary (delegate) that he or she is an excess employee; or
 - 30 days after the day on which the Secretary (delegate) invites the employee to accept voluntary retrenchment.
32. The retention period and the notice period may be extended by any periods of paid personal/carer's leave not exceeding six months, which is supported by medical evidence, taken in these periods.
33. During the retention period, the Secretary (delegate):

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- will continue to take reasonable steps to find alternative suitable employment for the excess employee; and/or
 - may after giving 4 weeks notice to the employee; reduce his or her classification as a means of securing alternative employment for the excess employee.
34. If an employee's classification is reduced during the retention period, the employee will continue to be paid at his or her previous level of salary for the balance of the retention period.
35. Where the Secretary (delegate) believes there is insufficient productive work available for the excess employee during the retention period, the Secretary (delegate) may, with the agreement of the excess employee, terminate the employee's employment under section 29 of the Public Service Act on the grounds that he/she is excess to requirements and pay the balance of the retention period as a lump sum amount. The lump sum payment will be taken to include payment in lieu of notice of termination.

INVOLUNTARY RETRENCHMENT

36. At the end of the retention period, the Secretary, subject to redeployment, may involuntarily retrench the excess employee under section 29 of the Public Service Act.
37. An excess employee will not be retrenched involuntarily where:
- the employee has not been invited to accept an offer of voluntary retrenchment; or
 - the employee has elected to be retrenched, but the Secretary (delegate) has refused approval; or
 - the employee has not been given 4 weeks notice of termination of employment (or 5 weeks notice for a employee over 45 years of age with at least five years continuous service), or payment in lieu of notice; or
 - there remain employees who have elected voluntary retrenchment, been refused, and still wish voluntary retrenchment in the situation where a redundancy situation affects a number of employees engaged in the same work at the same level and location and the employees have been invited to retire; or
 - the employee has not consented and a vacancy exists in PM&C that would permit the retention in employment of the employee (in such cases the employee would have preference in employment before an employee who is not engaged by PM&C).

ATTACHMENT 4 – KEY TERMS

Agreement	The Department of the Prime Minister and Cabinet Collective Agreement 2007 - 2010.
APS	The Australian Public Service.
AWA	Australian Workplace Agreement.
Basic periodic rate of pay	A rate of pay for a period worked that does not include loadings, monetary allowance or any other similar separately identifiable entitlements.
Consultation	Participation in, and contributing to the decision making process, prior to the decision being made.
Department	The Department of the Prime Minister and Cabinet or PM&C.
Employee	A member of staff of the Department employed under the <i>Public Service Act 1999</i> and paid by the Department through the payroll system, whose employment is covered by this Agreement, whether he or she is an ongoing or non-ongoing employee, or is employed on a full-time or part-time, or casual basis.
Excess Employee	An employee who is excess to the requirements of the department if the Secretary (delegate) determines: <ul style="list-style-type: none"> • the employee is included in a class of employees employed by the department, and there are more employees in the class than is necessary for the efficient and economical working of the department; • the services of the employee cannot be effectively used because of technological or other changes in the work methods, or changes in the nature, extent or organisation of the functions of the department; or • the duties usually performed by the employee are to be performed by the employee at a different locality, and the employee is not willing to perform duties at that locality.
Graduate	A Graduate APS employee.
Non-ongoing employee	An employee engaged for a specific period, the duration of a specified task or duties that are irregular or intermittent, as defined by the <i>Public Service Act 1999</i> .
Ongoing employee	Ongoing employment as defined by the <i>Public Service Act 1999</i> .
Salary	The employee's annual rate of pay under this Agreement set in accordance with Attachment 1 of this Agreement.
Secretary	The Secretary of the Department of the Prime Minister and Cabinet.
SES	A Senior Executive Service employee under section 34 of the <i>Public Service Act 1999</i> .
Substantive	An employee's permanent classification level.
Work Level Standard (WLS)	Describes the work of a particular employment group and the various work levels (classifications) within that group.

ATTACHMENT 5 - OTHER LEGISLATION

Other Commonwealth laws concerned with employment include:

- *Long Service Leave (Commonwealth Employees) Act 1976;*
- *Maternity Leave (Commonwealth Employees) Act 1973;*
- *Occupational Health and Safety Act 1991;*
- *Public Employment (Consequential and Transitional) Amendment Act 1999;*
- *Public Service Act 1999;*
- *Safety, Rehabilitation and Compensation Act 1988;*
- *Superannuation Act 1976;*
- *Superannuation Act 1990;*
- *Superannuation Act 2005;*
- *Superannuation Guarantee (Administration) Act 1992;*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- *Superannuation Productivity Benefit Act 1988;* and
- *Workplace Relations Act 1996.*