

Questacon

The National Science
and Technology Centre

**Questacon Collective
Agreement
2007-2010**

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PART A SCOPE OF THE AGREEMENT

A1 PARTIES BOUND

A1.1 This Agreement is made under section 328 of the WR Act and applies to and binds:

- (a) the Secretary of the Department of Education, Science and Training on behalf of the Commonwealth of Australia;
- (b) all Questacon employees employed under the PS Act, but it does not apply to any SES employee or any employee covered by an Australian Workplace Agreement;
- (c) the Community and Public Sector Union;
- (d) the Media, Entertainment and Arts Alliance; and
- (e) the Automotive, Food, Metal, Engineering, Printing and Kindred Industries' Union.

A2 FORMAL CONSULTATION

A2.1 Questacon has established a Questacon Workplace Relations Team (**QWRT**) as a forum for formal consultation with employees, or where they choose, their chosen representatives. The QWRT will meet quarterly, or more frequently where urgent issues arise. The QWRT will comprise:

- (a) up to 8 employee representatives; and
- (b) up to 5 management representatives.

A2.2 Questacon will consult with the QWRT in relation to strategic human resource management and strategic workplace relations issues including:

- (a) implementing this Agreement, including associated policies and guidelines;
- (b) change management strategy; and
- (c) the *Questacon Learning and Development Strategy* document.

For the avoidance of doubt, the issues that will be the subject of consultation under this **clause A2.2** will be strategic in nature and will not be issues relating to specific employees or groups of employees.

A3 PROTECTED AWARD CONDITIONS

A3.1 This Agreement is a comprehensive agreement, and excludes the protected award conditions (as defined in the WR Act), within the *Australian Public Service Award 1998* (as varied from time to time) and any other applicable award.

Note: *The protected award conditions are award conditions that are excluded from the Agreement and 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 WR Act.*

A4 CLOSED AGREEMENT

A4.1 This Agreement exhaustively states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a Commonwealth law. During the period starting on the date this Agreement starts operating and ending on the nominal expiry date, no further claims may be pursued in respect of terms and conditions of employment under this Agreement by a party to this Agreement or an employee whose employment is subject to this Agreement, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement. Nothing in this clause is intended to directly or indirectly restrict the ability of a party to the Agreement to offer, negotiate or enter into an Australian Workplace Agreement.

A5 POLICIES/GUIDELINES/PROCEDURES

A5.1 Any policies, guidelines or procedures referred to in this Agreement are not incorporated into, and do not form part of, this Agreement. Employees should make themselves familiar with the policies, guidelines and procedures which may be varied from time to time, and they will apply in the form they are in as at the time of any relevant action or decision. For assistance and guidance, particular policies, guidelines and procedures are identified in the relevant clause. If there is any inconsistency between the policies, guidelines and procedures and the express terms of this Agreement, the express terms of this Agreement will prevail.

A5.2 The clauses relating to dispute avoidance and settlement set out in **Part J** of this Agreement are not to be applied to policies, guidelines or procedures referred to in this Agreement.

A6 COMMENCEMENT AND DURATION OF THIS AGREEMENT

A6.1 This Agreement comes into operation upon lodgement and nominally expires 3 years after the date of lodgement.

A7 DEFINITIONS

A7.1 For the purposes of this Agreement the following definitions apply:

- (a) **"ADR Provider"** means any body or person other than the AIRC that the parties to a dispute agree to refer the dispute to in accordance with **clause J3**;
- (b) **"Agreement"** means *Questacon Collective Agreement 2007-2010*;
- (c) **"AIRC"** means the Australian Industrial Relations Commission;
- (d) **"Alternative Dispute Resolution Process"** means the alternative dispute resolution process set out in **clause J3**;
- (e) **"APS"** means the Australian Public Service;
- (f) **"Casual"** employees are non-ongoing employees engaged to perform irregular or intermittent duties under section 22(2)(c) of the PS Act;
- (g) **"consultation"** means providing relevant information to employees, and where they choose, their representatives, genuinely seeking their contribution to the decision making process and providing feedback on that contribution;
- (h) **"Designated Hours"** means non-standard working arrangements (including rostered or shift work) as determined by assigned duties/ role statement and/or agreed to by the employee's manager;

- (i) **"Further Dispute Resolution Process"** means the alternative dispute resolution process set out in **clause J4**;
- (j) **"Long Service Leave Act"** means the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth);
- (k) **"Maternity Leave Act"** means the *Maternity Leave (Commonwealth Employees) Act 1973* (Cth);
- (l) **"non-ongoing employee"** means an employee engaged under subsection 22(2)(b) of the PS Act but does not include a non-ongoing SES employee;
- (m) **"ongoing employee"** means an employee engaged under subsection 22(2)(a) of the PS Act but does not include an ongoing SES employee;
- (n) **"ordinary time rate"** means an employee's standard (hourly) rate of pay;
- (o) **"PMDS"** means the Questacon Performance Management and Development System referred to in **clause C2**;
- (p) **"public holiday"** means:
 - (i) New Year's Day, or if that day falls on a Saturday or Sunday, the following Monday;
 - (ii) Australia Day, or if that day falls on a Saturday or Sunday, the following Monday;
 - (iii) Good Friday, Easter Saturday and Easter Monday;
 - (iv) 25 April (Anzac Day), or if that day falls on a Saturday or Sunday, the following Monday;
 - (v) in each state or territory, the day chosen to celebrate the Sovereign's birthday;
 - (vi) Labour Day or equivalent as proclaimed by state or territory governments;
 - (vii) Christmas Day, or if that day falls on a Saturday or Sunday, 27 December;
 - (viii) Boxing Day, or if that day falls on a Saturday or Sunday, 28 December;
 - (ix) one of the normal working days (excluding Centre Operations Christmas New Year Period days) between Christmas and New Year's Eve Day to be specified by the Secretary; and
 - (x) additional public holidays as gazetted by a state, territory or local government for the region in which they are located;
- (q) **"PS Act"** means the *Public Service Act 1999* (Cth);
- (r) **"Questacon"** means Questacon - The National Science and Technology Centre, or its successor however described;
- (s) **"Secretary"** means the person for the time being holding or performing the duties of the office of Secretary of the Department of Education, Science and Training;
- (t) **"SES"** means the Senior Executive Service as defined in the PS Act;
- (u) **"supporting partner"** means, in relation to an employee, a person who lives with the employee as the employee's spouse or de facto spouse on a genuine domestic basis;

- (v) **"Standard Hours"** means the standard hours referred to in **clause F1**; and
- (w) **"WR Act"** means the *Workplace Relations Act 1996* (Cth), as amended from time to time.

PART B WORK ENVIRONMENT

B1 HARASSMENT-FREE WORKPLACE AND WORKPLACE DIVERSITY

- B1.1** Qwestacon has a policy titled *Workplace Harassment Policy* and a policy titled *Workplace Diversity Policy and Programme - Managing our Diversity*. Those policies encourage and promote diversity in the workplace and discourage harassment of employees on the basis of race, colour, gender, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, membership or non-membership of a union, national extraction or social origin.

B2 EMPLOYEE HEALTH

- B2.1** On production of a receipt from an approved provider, the Secretary will approve the reimbursement of reasonable costs incurred by an employee to obtain an influenza vaccination between 1 March and 31 May each year.

B3 OCCUPATIONAL HEALTH AND SAFETY

- B3.1** Qwestacon acknowledges its obligations under the *Occupational Health and Safety Act 1991* (Cth) and all legislative obligations in relation to occupational health and safety and is committed to providing employees with a safe and healthy workplace.
- B3.2** Qwestacon will, in consultation with employees, monitor occupational health and safety issues and develop and maintain occupational health and safety policies.

PART C PERFORMANCE MANAGEMENT AND DEVELOPMENT

C1 ORGANISATIONAL PERFORMANCE

- C1.1** One percent (1%) of each of the salary increase of 3.5% in September 2007 and of 2.5% in September 2008 (see **Attachment A**) will be dependent on Qwestacon achieving satisfactory organisational performance further strengthening the link between individual and organisational performance.

C2 PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM

- C2.1** Employees will fully participate in the PMDS. Information regarding the detail and administration of the PMDS is available for employees in the *Performance Management and Development System Guidelines*.
- C2.2** The Secretary will defer salary advancement if the employee's performance is assessed as "Did Not Meet Expectations" except in exceptional circumstances.
- C2.3** If an employee's performance is assessed as "Did Not Meet Expectations", the employee's manager will manage the employee's work performance. The *Managing Underperformance Procedures* provide detail on how underperformance will be managed.
- C2.4** All new employees may have access to an induction session.

C3 STUDY ASSISTANCE

C3.1 If an employee's individual performance management and development plan specifies a particular course of study, the Secretary may approve paid leave of up to 8 hours per week for the purposes of attending classes for that course or undertaking other approved study related activities. Further information is found in the *Study Assistance Guidelines*.

C3.2 On successful completion of a semester unit, employees will be reimbursed, the lesser of:

- (a) half of the cost incurred by the employee in relation to the approved course, including course fees and compulsory textbooks or materials; or
- (b) \$1200.

C3.3 The Secretary may approve up to full reimbursement of study costs where:

- (a) the per semester cost is less than \$500; or
- (b) the course of study provides a substantial benefit to Questacon.

C4 REIMBURSEMENT FOR REQUIRED QUALIFICATIONS

C4.1 Where Questacon requires an employee to acquire a qualification, Questacon will reimburse the employee for the reasonable costs (or part thereof) of the employee acquiring that qualification.

C5 ENGAGING WITH VISITORS

C5.1 All employees may, with the prior approval of their manager and during their ordinary working hours, participate and/or assist in Questacon's customer liaison activities. This may include engaging with visitors in the shop, at the front desk, in the galleries, greeting visitors on the buses, visiting the outreach programmes when practicable and observing the science shows.

C5.2 Questacon may hold employee briefings on exhibits and on visitor management principles and processes to assist employees in confidently and meaningfully engaging with visitors.

PART D SALARY AND CLASSIFICATION

D1 CALCULATION AND PAYMENT OF SALARY

D1.1 Employees will be paid the annual salary for their classification and paypoint level specified in **Attachment A** to this Agreement.

D1.2 Employees will be paid fortnightly in accordance with the following formula:

$$\text{fortnightly pay} = \text{annual salary} \times 12 / 313$$

D1.3 Employees will be paid their fortnightly salary in arrears by electronic funds transfer to their nominated financial institution account.

D1.4 The Secretary may supplement an employee's pay and benefits at any time with monetary or other benefits.

D2 JUNIOR RATES OF PAY

D2.1 Junior rates of pay are calculated as a percentage of the minimum APS Level 1 adult salary:

- (a) under 18 years – 60%;
- (b) at 18 years – 70%;
- (c) at 19 years – 81%; and
- (d) at 20 years – 91%.

D2.2 The Secretary may determine that an employee who is under 21 years of age and is employed as an APS Level 1, be paid at a higher level up to and including APS Level 1, pay point 1 based on the employee's previous experience and/or current performance.

D3 AUSTRALIAN APPRENTICES

D3.1 The Secretary will determine a rate of pay applying to an employee undertaking an apprenticeship, having regard to the rate of pay which would apply under this Agreement for the work value of the job being performed.

D4 CADETSHIPS

D4.1 A cadet during periods of full time study, will be paid no less than 60% of the minimum salary for the APS 1 classification level (including junior rates where applicable).

D5 APPROVED TRAINEESHIPS

D5.1 This **clause D5** applies to an employee who is bound by a traineeship agreement as defined in subsection 642(1) of the WR Act.

D5.2 The Secretary will determine the pay rate applying to an employee undertaking an approved traineeship in accordance with the WR Act. Further information is found in the *Questacon Trainee Guidelines*.

D6 QUESTACON GRADUATE PROGRAMME EMPLOYEES

D6.1 Questacon Graduate Programme employees will undertake a course of training as determined by the Secretary. Questacon Graduate Programme employees will be paid the salary specified in **Attachment A** for the duration of their training.

D6.2 On successfully completing their training, Questacon Graduate Programme employees will progress to the minimum salary point in the APS Level 3 classification.

D7 CASUAL EMPLOYEES

D7.1 Casual employees are non-ongoing employees engaged to perform irregular or intermittent duties under section 22(2)(c) of the PS Act. Casual employees will receive a salary loading of 20% in lieu of public holidays and paid leave, other than long service leave. Such employees will accrue long service leave in accordance with the Long Service Leave Act.

D8 SALARY ON ENGAGEMENT OR MOVEMENT

- D8.1** Where an employee commences employment with Questacon, the Secretary will determine the employee's pay point within the relevant classification level having regard to the employee's experience, qualifications and skills and their likely corporate contribution.
- D8.2** If an employee moves to Questacon from another APS agency and the employee's salary in that APS agency (**current salary**) exceeds the salary that would be payable under this Agreement, the employee will be paid their current salary until such time as their salary is absorbed by Questacon pay increases.
- D8.3** If, on being engaged, an employee's salary is set at an incorrect salary point, the Secretary may determine the payment of the employee's salary at the correct point.

D9 SALARY ADVANCEMENT

- D9.1** An employee will advance to the next pay point within their classification band if the employee:
- (a) has participated in the PMDS;
 - (b) has met the requirements of his or her job, including (but not limited to) achieving a rating of "Met Expectations" or higher in the employee's performance appraisal; and
 - (c) has performed duties at their current classification level for a period of at least 3 months, as at 30 June each year.
- D9.2** An employee who is at the highest pay point within their classification level will only advance to a higher classification level if they satisfy the requirements set out in **clause D10**.
- D9.3** Salary advancement under these provisions will occur with effect from 1 September each year.

D10 PROMOTION TO HIGHER CLASSIFICATION LEVEL

- D10.1** An employee can only be promoted to a higher classification level if:
- (a) there is work available at the higher classification level; and
 - (b) the employee is appointed to perform that work as a result of a merit selection process.
- D10.2** Where an employee is promoted to a higher classification level, the employee will be paid at the minimum paypoint for that classification. The Secretary may authorise immediate salary advancement to a higher paypoint where the Secretary considers it appropriate.

D11 QUESTACON BROADBANDED CLASSIFICATION STRUCTURE

- D11.1** The Questacon local designations in Attachment B provide for broadbanding of the APS levels 1, 2 and 3.
- D11.2** The Questacon local designations in Attachment B provide for broadbanding of the APS levels 4 and 5.

D12 MOVEMENT THROUGH AN ATTAINMENT POINT

D12.1 Salary advancement to a higher APS classification through an attainment point is not automatic.

D12.2 Allocation of a higher APS classification within a broadband or progression through an attainment point can only occur when:

- (a) there is work available at the higher APS classification level; and
- (b) an individual employee's performance is assessed as "Met Expectations" and they demonstrate an ability to undertake the work at the higher APS classification level.

D12.3 Broadbanding does not replace merit selection. Within a work area, where there are a number of employees at the same level, doing similar work, a merit selection exercise should be used.

D13 TEMPORARY ASSIGNMENT OF DUTIES

D13.1 Temporary assignments of 26 weeks or over will be advertised externally and appointments made in accordance with a merit selection process.

D13.2 An employee who is assigned to temporarily perform duties at a higher classification level will be paid at the salary rate for that higher classification level:

- (a) if the employee is within the Questacon 1 classification, in respect of any period during which the employee is assigned to perform those duties;
- (b) if the employee is rostered to perform duties at a higher classification level for 3 or more shifts within a 4 week period, in respect of all shifts in which the employee performs duties at the higher classification level; and
- (c) for all other employees, in respect of any period of 2 consecutive weeks or longer during which the employee is assigned to perform those duties.

D13.3 An employee who is temporarily reassigned to perform duties at the SES level for any period of 3 consecutive weeks or longer will be eligible to be paid a higher salary rate as determined by the Secretary.

D14 SALARY ON REDUCTION

D14.1 Where an employee makes a written request for a temporary assignment of duties at a lower classification level, the Secretary may determine in writing that the employee shall be paid a rate of salary applicable to the lower level for the period specified in the request. In determining the lower level of salary, the Secretary will have regard to the employee's experience, qualifications and the circumstances in which the reduction has occurred. Temporary assignment of duties on reduction does not alter the employee's nominal classification level; however the actual classification level and rate of pay received are affected. For example, an employee who performs duties at the APS 4 classification level (the nominal classification level) may be temporarily assigned duties at the APS 3 classification level (the actual classification level) and be paid the rate of pay applicable for the APS 3 classification level.

D14.2 Where an employee makes a written request for a permanent assignment of duties to a lower classification level, the Secretary may determine in writing that the employee shall be paid a rate of salary applicable to the lower classification level having regard to the employee's experience, qualifications and the circumstances in which the reduction has occurred.

D14.3 Where an employee is reduced to a lower classification level, the Secretary will determine the employee's salary point on the basis of the lower classification level. In determining the lower

level of salary, the Secretary will have regard to the employee's experience, qualifications and the circumstances in which the reduction has occurred.

D15 SALARY PACKAGING

D15.1 Employees may access salary packaging. Further information is found in the *Salary Packaging Policy*. Participation in salary packaging will not affect salary for superannuation purposes or any other purpose.

D16 SUPPORTED WAGE SYSTEM

D16.1 Employees who have a disability and meet the impairment criteria for the Disability Support Pension may be employed under this Agreement. Further information is found in the *Supported Wage System Guidelines and Assessment Process*. Employees employed under the supported wage system will be paid a supported salary appropriate to the APS classification level at which they are employed, calculated as a proportion of the annual salary set out in **Attachment A** to this Agreement.

PART E ALLOWANCES AND REIMBURSEMENTS

E1 INTRODUCTION

E1.1 Unless otherwise stated in this **Part E**, allowances will:

- (a) be paid during periods of paid leave if an employee would have continued to receive the allowance but for the leave taken;
- (b) be reduced on a pro rata basis during periods of leave taken at less than full pay; and
- (c) not count as salary for superannuation purposes.

E1.2 Reimbursements do not count as salary for any purpose.

E2 TRAVEL ALLOWANCE

E2.1 Employees will be paid a travel allowance. Further information is found in the *Travel Policy*.

E2.2 Further information in relation to the use of vehicles by employees for official travel is found in the *Questacon Motor Vehicle Policy*.

E3 OVERTIME MEAL ALLOWANCE

E3.1 Where an employee below Executive Level 1 is directed to work overtime:

- (a) for a period of 3 hours or more, the employee will be paid a meal allowance; and
- (b) for a period of 8 hours or more on a weekend or public holiday, the employee will be paid an additional meal allowance.

E3.2 The amount of the meal allowance in both circumstances will be \$20.

E4 QUESTACON –APPRENTICE TRANSITION BONUS

E4.1 Questacon apprentices undertaking a work based training programme will be paid, on satisfactory completion of their training, a one-off bonus of \$1,500.

E5 CADETS – BOOKS AND EQUIPMENT ALLOWANCE

- E5.1** A cadet employee is entitled to reimbursement for all compulsory fees paid during the year and payment of an annual allowance of \$500 or another amount as determined by the Secretary, to provide for books and equipment.

E6 INDIGENOUS AUSTRALIAN LANGUAGES ALLOWANCE

- E6.1** An employee is eligible for an annual allowance of \$1,500 where the employee is accredited to a fluent level in a recognised Indigenous Australian language by an appropriate individual or body, and where the use of the language is beneficial to the delivery of Questacon's programmes or services.

E7 RELOCATION ASSISTANCE

- E7.1** When an existing employee is directed to relocate for employment purposes, Questacon will consult with the employee and, where appropriate, meet all reasonable costs associated with relocation of the employee and their dependants. Further information is found in the *Relocation Policy*.
- E7.2** The Secretary may approve relocation expenses for newly recruited employees or existing employees who request a transfer.

E8 CHILD AND DEPENDANT CARE

- E8.1** The Secretary may approve the reimbursement of reasonable costs incurred by an employee in relation to additional family care arrangements where the employee is required to be away from home on official duties outside normal working hours. Further information is found in the *Additional Care Arrangements Policy*.
- E8.2** All employees may apply to enrol their dependant children for any holiday programmes conducted by Questacon during the school holidays at a 25% discount off the normal rates. A maximum of 5 places per programme will be provided for dependents of Questacon staff on a first-come, first served basis following announcement of the invitation to apply.
- E8.3** Questacon will contribute to the cost of school holiday care for school children of employees, when the employee is at work. On production of a receipt from an approved school holiday programme provider, Questacon will reimburse \$10 per child per day up to a total of \$100 per family per week. An employee is not entitled to a contribution under this **clause E8.3** in respect of a Questacon holiday programme for which they have received a discount under **clause E8.2**.

E9 LOSS OF, OR DAMAGE TO, CLOTHING OR EFFECTS

- E9.1** An employee may apply to the Secretary to be reimbursed for loss of, or damage to, clothing or personal effects that occurred in the course of the employee's work, where reimbursement would exceed \$20.00.

PART F WORKING HOURS

F1 STANDARD AND DESIGNATED WORKING HOURS (FULL TIME EMPLOYEES)

- F1.1** Full time employees will work either:
- (a) Standard Hours: 7.5 hours per day (Monday to Friday) standard day of 8.30am to 5.00pm, over a 4 week settlement period; or

- (b) Designated Hours: an average of 37.5 hours per week (Monday to Sunday), over a 4 week settlement period.

F1.2 Subject to this **Part F**, employees will be paid for hours worked in accordance with the rates set out in **Attachment B**.

F1.3 An employee may submit a request to the Secretary to work Standard Hours on Saturday or Sunday. If the Secretary approves this arrangement, the employee will not be entitled to any loadings in respect of Standard Hours worked on a Saturday or Sunday. Subject to **clause F4**, where a Standard Hours' employee has an approved arrangement to work Standard Hours on Saturday or Sunday, overtime rates will be applied at an approved rate to reflect individual arrangements at no disadvantage.

F2 REGULAR PART TIME WORK

F2.1 All ongoing and non-ongoing employees may, by agreement with the employee's manager, work less than an average of 75 hours per fortnight over a specified period.

F2.2 Standard Hours or Designated Hours and the working days for part-time employees will be determined by the manager in consultation with the employee. Employees must work at least 2 hours on any agreed working day. An employee may, with the agreement of his or her manager, vary the agreed hours of work.

F2.3 Salary, benefits and allowances, other than those of a reimbursement nature, for employees who work part-time will be calculated on a pro rata basis, being the appropriate percentage of the salary, benefits and allowances applying to full-time employees.

F2.4 A manager may initiate the introduction or extension of part-time employment, but a full-time employee will not be required to convert to part-time hours (or vice-versa) without the employee's agreement.

F2.5 If a full-time employee initiates part-time work, the employee will have the right to revert to full-time employment:

- (a) at the expiry of the specified period; or
- (b) as otherwise agreed, as operational requirements permit.

F3 CASUAL EMPLOYEES

F3.1 Casual employees may be rostered for work Monday to Sunday, subject to the employee's agreed availability. Casual employees will be paid in accordance with the rates set out at **Attachment B**.

F3.2 Casual employees will be entitled to a 15 minute paid break every 4 hours. A casual employee who is rostered for 5 hours or more will be required to take an additional unpaid 30 minute break.

F3.3 Casual employees will be paid for a minimum of 2 hours work on each day the casual employee is rostered to work.

F3.4 Overtime is payable at the rate set out in **Attachment B** when the employee is required to work at least 1 hour in excess of 8 hours and 30 minutes on any one day between 7.00am and 9.00pm. Employees are eligible to receive an overtime meal allowance in accordance with **clause E3**.

F3.5 With the exception of **clause F7.2**, **clauses F4 to F12** (inclusive) do not apply to casual employees.

F4 OVERTIME AND TIME IN LIEU

F4.1 Employees may be directed to work overtime by their Manager.

F4.2 Employees below Executive Level 1 are eligible to receive:

- (a) payment for overtime at the rate set out in **Attachment B** or time off in lieu of payment; and
- (b) an overtime meal allowance in accordance with **clause E3**.

F4.3 The Secretary may, in exceptional circumstances, approve payment for overtime, time off in lieu of payment and/or overtime meal allowance for employees at or above Executive Level 1.

F4.4 Employees will only be eligible to receive payment for overtime where:

- (a) the employee is directed to work overtime by the employee's Manager; and
- (b) the employee works more than 1 hour on each occasion in addition to the employee's Standard Hours or Designated Hours. Any overtime payment will include payment for the first hour of overtime worked on each occasion.

F4.5 For employees with a flex debit, the following overtime arrangements apply, adjusted to reflect any additional rate set out in **Attachment B** (For example, an employee could reduce their flex debit by 1 hour, 30 minutes for every 1 hour overtime worked between 9.00pm and 12 midnight):

- (a) if the flex debit is over 12 hours then overtime must be taken in hours, i.e. reducing the flex debit; or
- (b) if the flex debit is less than 12 hours then this arrangement is by agreement

F5 FLEXTIME

F5.1 Flextime is available to all employees below Executive Level 1. Further information is found in the *Flextime Policy*.

F5.2 The Secretary may direct that flextime does not apply to an employee or a team:

- (a) where there is insufficient work;
- (b) due to operational requirements;
- (c) where an employee does not adhere to the flextime requirements; or
- (d) where the employee's manager reasonably considers the employee's attendance is unsatisfactory.

F6 PUBLIC HOLIDAYS

F6.1 All Questacon employees will absent themselves from work on public holidays, unless they are rostered to work on those days. Questacon may roster employees who work Designated Hours to work on public holidays, other than on Christmas Day.

F6.2 Employees who work on a public holiday will be paid in accordance with the rates set out in **Attachment B**.

F6.3 An employee who is rostered to work on a public holiday may, with the Secretary's prior approval, either:

- (a) absent themselves from work on that day and be paid as if that day were not a public holiday; or
- (b) attend work on that day and be paid salary as if that day were not a public holiday, and have an alternate day off in lieu of foregoing the public holiday.

F7 CENTRE OPERATIONS CHRISTMAS NEW YEAR PERIOD

F7.1 All Questacon employees will absent themselves from work on working days between Christmas Day and 1 January each year (**Centre Operations Christmas New Year Period** days set out in **clause F7.3**), unless there are arrangements in place to work one or more of these days. Questacon may roster employees who work Designated Hours or casual employees to work on one or more of the Centre Operations Christmas New Year Period days.

F7.2 A Centre Operations Christmas New Year Period day will be treated as a public holiday for the purposes of this Agreement, including for the purposes of determining the rate of pay payable to an employee who works on one or more of those days.

F7.3 Centre Operations Christmas New Year Period days are:

2007: 28 and 31 December;

2008: 30 and 31 December; and

2009: 30 and 31 December.

F8 RESTRICTION ALLOWANCE

F8.1 An employee at the Executive Level 1 or below may be directed to remain contactable and available and able to perform extra duty as approved by the Secretary.

F8.2 Restricted employees will receive a restriction allowance at the rate of 9 percent of the employee's ordinary hourly rate for each hour the employee is restricted, subject to:

- (a) prior approval by the Secretary;
- (b) the employee remaining contactable and available and able to perform extra duty; and
- (c) the employee not being in receipt of any other payment for the period for which restriction allowance is payable other than overtime payments payable under **clause F8.3**.

F8.3 Restriction allowance is payable whether or not the restricted employee is required to perform duty during restricted hours. Where a restricted employee is required to perform duty during restricted hours, the employee will be paid overtime in accordance with the rates set out at **Attachment B**:

- (a) for a minimum of 1 hour where the employee performs duties but is not required to travel to the workplace; or
- (b) for a minimum of 3 hours, including travel time, where the employee is required to perform duties at the workplace.

F8.4 Restriction allowance will continue to be paid for periods of overtime worked during restricted hours.

F9 RECALL TO WORK

- F9.1** Employees (including employees who are restricted) may need to be recalled to work at a time which is outside their normal hours of work. This provision should only be used in emergencies or as a last resort.
- F9.2** Employees recalled to work at any time will be paid overtime in accordance with the rates set out at **Attachment B**:
- (a) for a minimum of 1 hour where the employee performs duties but is not required to travel to the workplace; or
 - (b) for a minimum of 3 hours, including travel time, where the employee is required to perform duties at the workplace.

F10 JOB SHARING

- F10.1** Employees may submit a written request to the Secretary to share a full time position with another employee for a specified period or on an ongoing basis. The Secretary will consider whether to approve such requests.

F11 WORK FROM HOME

- F11.1** The Secretary may approve an employee working from home on either a temporary or regular basis. Further information is found in the *Working from Home Policy*.

F12 EXECUTIVE LEVEL EMPLOYEES – FLEXIBLE WORKING HOURS

- F12.1** Executive Level employees will be required, as senior professionals responsible for delivering key work outputs, to work additional hours from time to time but may, by agreement in advance with their manager, work flexible hours. Further information is found in the *Working Hours (Executive Employees) Policy*.
- F12.2** Executive Level employees are entitled to be absent from the workplace, including whole days off, under a flexible hours arrangement agreed with their manager.

PART G LEAVE

G1 ANNUAL LEAVE

- G1.1** For all leave types described in this Part, further explanatory information, including details on how to apply for the leave, is in the *Leave Policy*.
- G1.2** Employees will accrue 20 working days paid annual leave each year. Annual leave will be credited to employees monthly. Annual leave counts as service for all purposes.
- G1.3** An employee is entitled to take an amount of annual leave if:
- (a) at least that amount of annual leave is credited to the employee; and
 - (b) the leave has been authorised.
- G1.4** Employees may apply to take annual leave at half pay provided that the period of absence is for at least 10 working days (that is, at least 5 days annual leave credits are used).
- G1.5** Employees recalled to work whilst on annual leave will:

- (a) have that period of work, including any reasonable travel time required to undertake the work, re-credited to their annual leave balance; and
- (b) be reimbursed for any reasonable expenses incurred as a result of being recalled to duty.

G1.6 If an employee accrues in excess of 60 days annual leave, the employee's manager will, after consultation with the employee, develop a plan to reduce the employee's annual leave credits. If, 3 months after the plan is established, the employee has in excess of 60 days accrued annual leave, the Secretary may, on 2 weeks notice to the employee, direct the employee to take up to one quarter of the employee's total accrued annual leave.

G1.7 Employees who:

- (a) commence with Questacon; or
- (b) return from approved leave; or
- (c) are serving overseas; or
- (d) are on compensation leave; and/ or
- (e) have the approval of the Secretary,

and who carry over in excess of 60 days annual leave will have a 12 week grace period (or other period agreed by the Secretary) during which **clause G1.6** will not apply to the employee.

G2 CASHING OUT OF ANNUAL LEAVE

G2.1 The Secretary may approve an employee's written application to cash out up to 10 days of accrued annual leave each year. Where such approval is given, the employee will be paid a lump sum payment equivalent to the employee's salary that would otherwise have been received for the period, including any allowances payable to the employee but excluding any temporary assignment of duties allowance.

G2.2 An employee may only apply to cash out leave pursuant to **clause G2.1** if the employee:

- (a) has at least 12 months continuous service in the APS;
- (b) has at least 40 days accrued annual leave at the time the application is made; and
- (c) at the time leave is cashed out, takes a period of annual leave equal to or greater than the period of leave the employee is applying to cash out.

G3 PURCHASED LEAVE

G3.1 With the approval of the Secretary, employees may elect, at any time to purchase up to an additional 8 weeks leave each year. Employees will have an amount deducted from their annual salary, on a fortnightly basis, dependent on the amount of leave purchased.

G3.2 Where an employee chooses to purchase leave the employee cannot take annual leave at half pay in the same calendar year.

G3.3 Purchased leave counts as service for all purposes. The employee's salary for superannuation purposes is their salary as if they had not purchased leave.

G4 PERSONAL/CARER'S LEAVE

- G4.1** Employees will accrue and be credited with 18 days paid personal/carer's leave upon commencement and on each anniversary of their commencement, deferred by any period which does not count as service.
- G4.2** Employees engaged for a period of less than 12 months will be granted 7 days paid personal/carer's leave on commencement and a further day each following month to a maximum of 18 days paid personal/carer's leave. After 12 months of continuous service, the provisions for ongoing employees will apply.
- G4.3** An employee is entitled to up to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of a personal illness or injury of the member, or an unexpected emergency affecting the member.
- G4.4** Subject to **clause G4.9**, paid and unpaid personal/carer's leave counts as service for all purposes.
- G4.5** Personal/carer's leave can be used for purposes including personal illness or injury, caring for family or household members who are ill or any other personal emergency.
- G4.6** Employees must provide documentary evidence in respect of any period of personal/carer's leave of 3 or more continuous days. The Secretary may also require documentary evidence for a period of less than 3 days where the Secretary considers it appropriate. If suitable documentary evidence is not provided the absence will be treated as leave without pay.
- G4.7** Employees may be granted personal leave at half pay instead of at full pay where extraordinary circumstances exist.
- G4.8** Employees who are medically unfit for duty for 1 day or longer whilst on annual or long service leave, and who produce satisfactory documentary evidence, may apply for personal leave. Annual and long service leave will be re-credited to the extent of the personal/carer's leave granted. In recrediting long service leave, appropriate adjustments will be made to ensure that the relevant weekends and public holidays will continue to be deducted for the period of leave.
- G4.9** The maximum period of continuous personal leave which an employee may take due to illness is 78 weeks of which no more than 52 weeks may be paid leave (unless the employee has accrued more than 52 weeks paid personal leave, in which case that longer period of accrued leave will be paid leave). Leave of absence due to illness beyond the continuous 78 weeks does not count as service for any purpose except long service leave.
- G4.10** Unless an employee consents, their employment will not terminate on invalidity grounds unless the employee has exhausted their paid personal/carer's leave entitlements.
- G4.11** An employee who commences in either an ongoing or non-ongoing capacity within 4 weeks of a previous period of employment with Qwestacon will have any unused personal/carer's leave credits in excess of the amount credited to the employee under **clause G4.1** or **G4.2** recredited to the employee.

G5 COMPASSIONATE LEAVE

- G5.1** An employee is entitled to a period of up to 2 days paid compassionate leave for each occasion when a member of the employee's immediate family or household:
- (a) contracts or develops a personal illness that poses a serious threat to her or his life;
 - (b) sustains a personal injury that poses a serious threat to her or his life; or
 - (c) dies.

G5.2 Compassionate leave may be taken as a single, unbroken period of 2 days, 2 separate periods of 1 day, or as otherwise approved by the Secretary.

G6 ABSENCE FROM DUTY

G6.1 An employee unable to attend for duty due to emergency, illness or injury, must ensure their Section Manager is aware of their inability to attend as soon as reasonably practicable. Failure to do so may result in the ensuing absence being treated as an unauthorised absence.

G6.2 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty and/or is granted leave. Such absences will not count as service for any purpose.

G7 LONG SERVICE LEAVE

G7.1 Employees are entitled to long service leave in accordance with the Long Service Leave Act.

G7.2 The minimum period of absence for which long service leave will be granted is 7 calendar days. Subject to **clause G4.8**, a period of long service leave cannot be broken by any other type of leave.

G8 PARENTAL/ADOPTION LEAVE

G8.1 Employees are entitled to maternity leave in accordance with the Maternity Leave Act. An employee who is entitled, under the Maternity Leave Act, to 12 weeks paid maternity leave may elect to take paid maternity leave at half pay over a period of 24 weeks. The additional leave beyond the 12 weeks will not count as service for any purpose.

G8.2 An employee who is entitled, under the Maternity Leave Act, to 12 weeks paid maternity leave will be granted a further 2 weeks paid maternal leave, which may be taken at half pay. If an employee elects to take maternal leave at half pay, the additional leave beyond the 2 weeks will not count as service for any purpose.

G8.3 Employees are entitled to 1 week paid supporting partner's leave immediately following the birth or adoption of a dependent child. An employee may elect to take paid supporting partner's leave at half pay over a period of 2 weeks. Paid supporting partner's leave counts as service for all purposes.

G8.4 An employee, other than the mother, who becomes the primary care giver for a new born baby will be entitled to a period of 6 continuous weeks paid parental leave. This period will be reduced by any period of paid supporting partner's leave provided under **clause G8.3**.

G8.5 An employee, who is the primary care giver of an adopted child, will be entitled to a period of 6 continuous weeks paid leave for the purposes of adopting the child. The adopted child must not be a child or step-child of the employee or the employee's partner unless that child has not been in the custody and care of the employee or the employee's partner for a significant period. This period of leave will be reduced by any period of paid supporting partner's leave provided under **clause G8.3**.

G8.6 Employees are entitled to unpaid parental leave and unpaid adoption leave in accordance with the WR Act.

G8.7 An employee returning to duty from maternity leave will be given access to part time employment if requested by the employee with the hours to be agreed between the employee and her manager.

G9 CEREMONIAL LEAVE

G9.1 The Secretary may grant ceremonial leave to Indigenous Australian employees for ceremonial purposes:

- (a) arising from the death of an immediate or extended family member; or
- (b) for other ceremonial obligations under Aboriginal or Torres Strait Islander lore.

G9.2 Employees eligible for ceremonial leave may be granted up to 20 days in any 24 month period.

G9.3 Ceremonial leave is without pay and does not count as service for any purpose except long service leave.

G10 CAREER INTERVAL LEAVE

G10.1 The Secretary may, subject to operational requirements, grant an employee who has completed at least 5 years service in the APS up to 30 working days career interval leave. The Secretary will only grant career interval leave once within any 5 year period after the initial completion of 5 years service in the APS.

G10.2 Career interval leave is without pay and counts as service for all purposes.

G11 MISCELLANEOUS LEAVE

G11.1 The Secretary may approve miscellaneous leave for purposes not covered by other leave types having regard to the operational requirements of Questacon. Miscellaneous leave can be with or without pay.

G11.2 Miscellaneous leave with pay will be approved by the Secretary where there is a requirement to undertake jury duty.

G11.3 Miscellaneous leave with or without pay may be approved by the Secretary in the following circumstances:

- (a) donation of blood;
- (b) Defence force requirements, including the Defence reserve leave;
- (c) participation in State Emergency Service and other emergency volunteer organisation activities;
- (d) natural disasters and other emergencies;
- (e) for any other purpose.

G11.4 Unless the Secretary determines otherwise, any continuous period of miscellaneous leave without pay greater than 20 calendar days will not count as service for annual leave and personal leave purposes.

G11.5 Any period of leave without pay does not count as service for long service leave purposes.

G12 PORTABILITY

- G12.1** Provided there is no break in continuity of service, all existing accrued annual and personal/carer's leave (however described) will be recognised for new employees who transfer to Questacon on or after the lodgement date from:
- (a) an employer staffed under the PS Act;
 - (b) an employer staffed under the *Parliamentary Service Act 1999*; or
 - (c) the ACT Government Service.
- G12.2** Employees may apply to the Secretary to have their prior service (including service with state and local governments) recognised for long service leave purposes in accordance with the Long Service Leave Act.
- G12.3** An employee who seeks to have prior service recognised for personal/carer's leave and/or long service leave purposes must apply to Questacon and provide all necessary information requested by Questacon to support the application.

PART H WORKFORCE ADJUSTMENT

H1 PRINCIPLE

- H1.1** The excess employee provisions outlined in this part are designed to facilitate effective career transition for excess Questacon employees while addressing the organisational requirements of Questacon.
- H1.2** These excess employee provisions recognise the need for financial security and supportive career counselling while employees seek new work.
- H1.3** Where 15 or more employees become excess, sections 660 and 668 of the WR Act will also apply to the provisions within this **Part H**.

H2 DEFINITIONS

- H2.1** Under this **Part H** the following definitions apply:

Consideration Period	is a period of 1 month commencing on and from the time the Secretary makes an offer of voluntary termination
Salary	includes:
	a. temporary performance loading if the employee was entitled to receive that allowance for a continuous period of at least 1 year immediately before the employee is given an offer of a voluntary termination; and
	b. other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred.
Retention Period	means a period of 7 months commencing 1 month after an offer of voluntary termination.

H3 APPLICATION

- H3.1** This part applies to all employees, excluding:

- (a) an employee serving a probationary period; and
- (b) a non-ongoing employee.

H3.2 An offer of voluntary termination to an employee who is not fit for and not at work may be made to an employee who is excess in accordance with the paragraph below only where the Secretary, having regard to the Commonwealth's liability, decides it is appropriate.

Meaning of Excess Employee

H3.3 An employee is an excess employee for the purposes of this **Part H** if:

- (a) the employee is included in a class of employees, which comprises a greater number of employees than is necessary for the efficient and economic working of Questacon;
- (b) the services of an employee cannot be effectively used because of technological or other changes in work methods or changes in the nature, extent or organisation of the functions of Questacon; or
- (c) the duties usually performed by the employee are to be performed in a different locality and the employee is not willing to perform the duties at the other locality and the Secretary has determined that these provisions will apply to that employee.

Excess Employee Process

H3.4 Where an excess employee situation is identified, the following process will be applied. In the first month, the Secretary will:

- (a) advise, in writing, the employee(s) directly affected, and/or their representatives where requested by the employee, of the situation, the reasons and scope;
- (b) offer affected employees a voluntary termination; and
- (c) hold discussions with the employee(s) and/or their representatives where requested by the employee (including providing relevant advice).

H4 VOLUNTARY TERMINATION

H4.1 Where the Secretary has made an offer of a voluntary termination, the employee will be given a period of 1 month (the **consideration period**) to accept the offer of voluntary termination.

H4.2 An employee who has received an offer of voluntary termination must advise the Secretary in writing before the end of the consideration period whether the employee wishes to be considered for reassignment or termination.

H4.3 If an employee accepts an offer of voluntary termination, the Secretary must issue a "notice of termination" under section 29 of the PS Act on the grounds that the employee is excess to the requirements of the Agency.

H4.4 If the employee does not accept an offer of a voluntary termination or express a preference, the employee will be taken to have a preference to be considered for reassignment and will move into the Retention Period.

H4.5 Only one offer of voluntary termination will be made to an employee during an "excess employee process".

Financial Information (ie notice of entitlements)

H4.6 At the time of the offer of voluntary termination or as soon as possible thereafter but, in any event, no later than 2 weeks after the offer, the Secretary must give an employee the following financial information:

- (a) the amount of severance pay, pay in lieu of notice and paid up leave credits;
- (b) the amount of accumulated superannuation contributions;
- (c) options open to the employee in relation to superannuation;
- (d) taxation rules applying to payment to the employee; and
- (e) the level of financial assistance available to the employee for the purpose of seeking financial advice (up to a maximum of \$400).

Shortening the Consideration Period

H4.7 The 1 month consideration period can be reduced. This is subject to the employee advising that they have been provided with access to the 'financial information', and the agreement of the Secretary.

H4.8 The employee will be paid salary in lieu for the portion of the consideration period unexpired at the date of termination.

H4.9 The Secretary cannot require an employee to reduce this consideration period and only an employee can request that their period be shortened.

H5 SEVERANCE PAY

H5.1 An employee who accepts voluntary termination and whose employment is terminated by the Secretary under section 29 of the PS Act on the grounds that he/she is excess is entitled to the following severance pay;

- (a) 2 weeks' salary for each completed continuous year of service; and
- (b) a pro-rata payment for completed continuous months of service since the last completed year of service.

H5.2 The minimum amount of severance pay is an amount equal to 4 weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.

H5.3 Severance pay is calculated on a pro-rata basis for any period of service when the employee worked part time.

Service for Severance Pay Purposes

H5.4 Service for severance pay purposes means

- (a) service in Questacon;
- (b) Government service as defined in section 10 of the Long Service Leave Act;
- (c) service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;
- (d) service with the Australian Defence Forces;

- (e) APS service immediately preceding deemed resignation under repealed section 49 of the Public Service Act 1922, if the service has not previously been recognised for severance pay purposes; and
- (f) service in another organisation where:
 - (i) an employee moved from the APS to give effect to an administrative arrangement; or
 - (ii) an employee of that organisation is engaged in the APS as a result of an administrative arrangement,
 and such service is recognised for long service leave purposes.

H5.5 For earlier periods of service to count, there must be no breaks between the periods of service except where:

- (a) 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; and
- (b) 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.

Service Not to Count for Severance Pay Purposes

H5.6 Any period of service which ceased pursuant to sections 29(3) or 29(4) of the PS Act or the equivalent previous provisions of the superseded Public Service Act 1922, or an equivalent provision under other Commonwealth legislation, including termination with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit, will not count as service for severance pay purposes.

H5.7 Absences from duty which do not count as service for long service leave purposes will not count as service for severance pay purposes.

H6 REASSIGNMENT

Retention Period

H6.1 The purpose of the Retention Period is to enable excess employees to be reassigned within the APS or to find other suitable employment. Consistent with this intention, during the Retention Period:

- (a) the Secretary will take reasonable steps to find alternative employment for the employee;
- (b) the employee will:
 - (i) take reasonable steps to find alternative employment; and
 - (ii) actively participate in learning and development activities, trial placements or other arrangements agreed by the Secretary and the employee, to assist in obtaining a permanent placement.

Reassignment Services

H6.2 The following provisions will apply to employees during their Retention Period:

- (a) potentially excess and excess Questacon employees will be considered first and in isolation from, and not in competition with, other applicants who are not excess for an advertised vacancy to which the employee seeks transfer but only at or below the employee's level;
- (b) suitable trial placements in another organisation including private sector organisations will be funded for up to 3 months where there is an identifiable opportunity for permanent placement and no job swap arrangement is involved. An individual employee may undertake more than one trial placement;
- (c) if a suitable vacancy does not exist at the same level within Questacon, the Secretary may reassign the employee to a job with a lower classification. If this occurs, the employee will be entitled to income maintenance during the Retention Period to maintain their level of salary. Where an employee is reduced in classification after the offer of voluntary termination and before the end of the Retention Period, income maintenance will apply for the balance of the period;
- (d) the excess employee will be provided with assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where those costs are not met by the prospective employer.

Leave during Retention Period

- H6.3** The Secretary will extend the Retention Period for absence on certified leave for personal illness or injury, or maternity leave (provided under **clause G8.1**) during the Retention Period where the period of absence exceeds 1 week. The Retention Period will not be extended for other absences except where the Secretary considers there were compelling reasons for taking such leave and the employee's ability to participate in the re-assignment process has been significantly affected by the absence.

Extension of the Retention Period

- H6.4** Where an employee has more than 20 years of service, or is over 45 years of age and has not been reassigned at the expiration of their 7 month Retention Period, the Secretary may:
- (a) extend the Retention Period for up to a further 3 months; or
 - (b) provide equivalent outplacement services where agreed by the employee and the Secretary.

H7 INVOLUNTARY TERMINATION AFTER UNSUCCESSFUL REASSIGNMENT

- H7.1** The employment of excess employees who have not been reassigned at the end of the Retention Period may be terminated under section 29 of the PS Act without their consent. Termination will take effect 7 months after the date of the Excess Notice (i.e. at the end of the retention period).
- H7.2** Where the Secretary believes there is insufficient productive work available for an excess employee during the Retention Period, the Secretary may, with the agreement of the employee, terminate the employee's employment under section 29 of the PS Act on the grounds that the employee is excess to Questacon's requirements, and pay the employee the balance of the Retention Period as a lump sum.
- H7.3** An employee will not be involuntarily terminated if:
- (a) there are other employees performing similar work at the same level and at the same location who have accepted an offer of voluntary termination and have been refused, and still wish to accept voluntary retrenchment; or

- (b) the employee has not been invited to elect voluntary termination or the Secretary has refused the employee's acceptance of an offer of voluntary termination.

H7.4 An excess employee may consent to involuntary termination during the Retention Period.

H7.5 Severance benefits are not available to employees who resign or consent to involuntary termination during the Retention Period.

Notice of Termination (ie notice periods)

H7.6 An employee's employment is terminated by the Secretary giving the employee a notice of termination under section 29 of the PS Act on the grounds that the employee is excess to the requirements of the Agency. The notice period is:

- (a) if the employee is at least 45 years old and has at least 5 years' continuous service - 5 weeks; or
- (b) in any other case - 4 weeks.

H7.7 The Secretary may terminate an employee before the end of the notice period. If this occurs, a payment in lieu of notice must be made of the amount of salary which the employee would have received had the employee worked until the end of the notice period.

H7.8 In situations where an employee is to be terminated at the end of a Retention Period, the period of notice will be served concurrently with the Retention Period.

Notice Periods for Reduction in Classification

H7.9 Where the Secretary proposes to reduce an excess employee's classification, the employee will be given no less than 1 month's notice.

PART I WORKFORCE MANAGEMENT

I1 REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT

I1.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:

- (a) Division 4 of Part 12 of the WR Act;
- (b) other Commonwealth laws (including the Constitution); and
- (c) at common law.

I1.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures set out in **Part J** of this Agreement.

I1.3 Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 661(1)(c) of the WR 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 PS Act.

PART J DISPUTE PREVENTION AND SETTLEMENT PROCEDURES

J1 SCOPE, REPRESENTATION AND APPROACH

- J1.1** Part J sets out how any dispute about the application, interpretation or implementation of this Agreement will be dealt with.
- J1.2** Any party to a dispute can choose to be represented in relation to that dispute. If such a choice has been made, the other parties to the dispute will allow the chosen representative to be involved in all the processes set out below.
- J1.3** All parties to a dispute and, where they choose, their chosen representative, will participate in all the processes in good faith.
- J1.4** Each party to a dispute must, at all times, continue to perform their obligations under this Agreement.

J2 INITIAL ATTEMPTS TO RESOLVE (STAGE 1)

- J2.1** In the first instance, an employee, and, where they choose, their chosen representative, will discuss the dispute with the employee's immediate manager. Where a dispute is not resolved after that discussion, the employee, and where they choose, their chosen representative, may refer the dispute to the next level of management, and then any successive levels of management, for resolution.

J3 ALTERNATIVE DISPUTE RESOLUTION PROCESS (STAGE 2)

- J3.1** Where a dispute is not resolved after the processes undertaken in accordance with **clause J2**:
- (a) a party to the dispute, or where they so choose, their chosen representative on their behalf, may apply to the AIRC to conduct an Alternative Dispute Resolution Process in relation to the dispute; or
 - (b) the parties to the dispute may agree to refer the dispute to an Alternative Dispute Resolution (**ADR**) Provider to conduct an Alternative Dispute Resolution Process in relation to the dispute.
- J3.2** The AIRC (or where an ADR Provider has been agreed, the ADR Provider) may conduct any or all of the following alternative dispute resolution processes to assist the parties to the dispute to resolve that dispute:
- (a) conferencing;
 - (b) mediation;
 - (c) assisted negotiation;
 - (d) neutral evaluation;
 - (e) case appraisal (which may include recommending referral of the matter to another forum or an alternative process which is, in the view of the AIRC (or where an ADR Provider has been agreed, the ADR Provider) more appropriate); or
 - (f) conciliation.
- J3.3** In conducting the Alternative Dispute Resolution Process, the AIRC (or where an ADR Provider has been agreed, the ADR Provider) may:

- (a) arrange for conferences and compulsory conferences between the parties to the dispute;
- (b) convene conferences and compulsory conferences between the parties to the dispute;
- (c) meet with any party to the dispute separately but with the knowledge of the other party to the dispute; and
- (d) (subject to the limits set out in **clause J3.4**) take such other actions to assist the parties to the dispute to resolve that dispute as the parties to the dispute agree.

J3.4 In conducting the Alternative Dispute Resolution Process, the AIRC (or where an ADR Provider has been agreed, the ADR Provider) cannot:

- (a) compel a person to do anything other than compelling them to attend conferences between the parties to the dispute;
- (b) determine the rights or obligations of a party to the dispute;
- (c) make an award in relation to the matter, or matters, in dispute;
- (d) make an order in relation to the matter, or matters, in dispute; or
- (e) appoint a board of reference.

J3.5 The conduct of the Alternative Dispute Resolution Process by the AIRC (or where an ADR Provider has been agreed, the ADR Provider) must be in accordance with the provisions in relation to privacy set out in section 712 of the WR Act.

J3.6 The Alternative Dispute Resolution Process is complete if the parties to the dispute agree the dispute is resolved or if a party to the dispute informs the AIRC (or where an ADR Provider has been agreed, the ADR Provider) that the party to the dispute no longer wishes to continue with the Alternative Dispute Resolution Process.

J3.7 Each party to the dispute will bear its own costs, including but not limited to, the costs associated with being represented during the Alternative Dispute Resolution Process. However, Questacon will bear the costs of engaging an ADR provider to conduct the Alternative Dispute Resolution Process.

J4 FURTHER DISPUTE RESOLUTION PROCESS (STAGE 3)

J4.1 Where a dispute is not resolved after the Alternative Dispute Resolution Processes a party to the dispute, or, where they choose, their chosen representative on their behalf, may apply to the AIRC to conduct a Further Dispute Resolution Process in relation to the dispute.

J4.2 Neither a party to the dispute, nor where they so choose, their chosen representative on their behalf, may apply to the AIRC under **clause J4.1** to conduct a Further Dispute Resolution Process, and the AIRC will dismiss the dispute and refrain from conducting a Further Dispute Resolution Process, if:

- (a) the application is in relation to a dispute which is not a dispute about the application, interpretation or implementation of this Agreement;
- (b) the application for further dispute resolution is frivolous or vexatious; or
- (c) the earlier processes for settlement of the dispute referred to in this **Part J** have not been followed by the affected party to the dispute.

J4.3 In conducting the Further Dispute Resolution Process, the AIRC may:

- (a) conduct the processes and undertake the actions referred to in **clauses J3.2 and J3.3**;
- (b) conduct a hearing;
- (c) take evidence on oath or affirmation;
- (d) summon to appear before the AIRC any party to the dispute, witnesses or persons whose presence the AIRC believes would assist in the resolution of the dispute;
- (e) compel the production of documents and/or materials that relate to the dispute;
- (f) give directions in relation to procedural matters arising in the dispute resolution process;
- (g) arbitrate and determine the dispute (including, where appropriate, in the absence of any party to the dispute or person who has been notified of the dispute or who has been summonsed to appear);
- (h) hold a ballot of affected employees where in the opinion of the AIRC such a ballot may assist in the resolution of the dispute;
- (i) have recorded and transcribed proceedings before the AIRC; and
- (j) (subject to the limits set out in **clause J4.4**) take such other actions to assist the parties to the dispute to resolve that dispute as the parties to the dispute agree.

J4.4 In conducting the Further Dispute Resolution Process, the AIRC cannot:

- (a) make an award in relation to the matter, or matters, in dispute;
- (b) make an order in relation to the matter, or matters, in dispute; or
- (c) appoint a board of reference.

J4.5 In exercising any of the functions or powers set out in **clause J4.3**, the AIRC must:

- (a) apply the rules of natural justice, and ensure that the parties to the dispute have a reasonable opportunity to be heard;
- (b) have regard to the AIRC's established principles for dealing with disputes about the actions of an employer and precedent decisions, including any precedent decisions in relation to the interpretation or implementation of this Agreement;
- (c) act according to equity, good conscience and consider the merits of the case without regard to technicalities and legal form; and
- (d) provide the outcome of any arbitration in writing and accompanied by written reasons unless agreed between the parties to the dispute that written reasons are not required.

J4.6 Subject to any appeal, any decision or direction the AIRC makes in relation to a dispute will be accepted by all affected persons, and the parties to the dispute agree to comply with any direction or decision, be it final or procedural.

J5 AVOIDING DUPLICATION OF DISPUTE RESOLUTION PROCESSES

J5.1 The AIRC or ADR Provider, will:

- (a) refrain from further conducting any Alternative Dispute Resolution Process or Further Dispute Resolution Process; and

- (b) dismiss the dispute;

where the initiating party to the dispute has applied, or applies, to have the dispute reviewed by a court or tribunal or under an alternative process and the action may be reviewed under that alternative process or by that court or tribunal.

J6 APPEAL OF DECISION OR DIRECTION

- J6.1** A party to the dispute, or, where they choose, their chosen representative on their behalf, may apply to the President of the AIRC to appeal a decision or direction of the AIRC in relation to that dispute within 21 days of the AIRC making that decision or direction.
- J6.2** Where a party to a dispute has applied to appeal a decision or direction of the AIRC pursuant to **clause J6.1**, a Full Bench or Presidential Member may, on such terms and conditions as the Full Bench or Presidential Member considers appropriate, order that the operation of the whole or a part of the decision or direction concerned be stayed pending the determination of the appeal by a Full Bench or until further order of a Full Bench or Presidential Member.
- J6.3** On the hearing of the appeal, the Full Bench may do one or more of the following:
 - (a) have regard to the AIRC's established principles for dealing with appeals about the actions of an employer and precedent decisions, including any precedent decisions in relation to the interpretation or implementation of this Agreement;
 - (b) admit further evidence;
 - (c) confirm, quash or vary the decision or direction concerned; or
 - (d) direct the member of the AIRC whose decision or direction is under appeal, or another member of the AIRC, to take further action to deal with the subject matter of the decision or direction in accordance with the directions of the Full Bench.
- J6.4** In dealing with the appeal, the Full Bench may exercise the functions set out in **clause J4.3** other than paragraph (a) or (h). The parties to this Agreement agree that **clauses J4.4 to J4.5** apply to the hearing of an appeal.
- J6.5** Each party to the dispute will bear its own costs, including but not limited to, the costs associated with being represented during the Further Dispute Resolution Process.

SIGNATORIES

This Agreement is made under section 328 of the WR Act. It is an agreement between Questacon, the Community and Public Sector Union, the Media, Entertainment and Arts Alliance and the Automotive, Food, Metal, Engineering, Printing and Kindred Industries' Union.

Ms Lisa Paul
Secretary
Department of Education, Science and Training

Date

Ms Margaret Gillespie
Assistant National Secretary
Community and Public Sector Union

Date

Mr Michael White
ACT Branch Secretary
Media, Entertainment and Arts Alliance

Date

Mr Paul Bastian
NSW State Secretary
Automotive, Food, Metal, Engineering, Printing and
Kindred Industries' Union

Date

Attachment A – Annual pay rates and pay increases

Classification	Broadband	Pay Point	Current Salary (\$)	Existing employees - From first full pay period after lodgement (\$)	New employees- post lodgement (\$)	All employees: From first full pay period after 1 Sept 2007 – 3.5%* (\$)	All employees: From first full pay period after 1 Sept 2008 – 2.5%* (\$)	
APS Level 1 – Cadet (Practical training)		Under 18	17,123	17,979	17,979	18,608	19,074	
		At 18	19,976	20,975	20,975	21,709	22,252	
		At 19	23,116	24,272	24,272	25,121	25,749	
		At 20	25,969	27,267	27,267	28,222	28,927	
		1	28,538	29,965	29,965	31,014	31,789	
		2	30,911	32,457	32,457	33,593	34,432	
APS Level 1 – Cadet (Full time study)		Under 18	10,274	10,787	10,787	11,165	11,444	
		At 18	11,986	12,585	12,585	13,025	13,351	
		At 19	13,870	14,563	14,563	15,073	15,449	
		At 20	15,581	16,360	16,360	16,933	17,356	
		1	17,123	17,979	17,979	18,608	19,073	
		2	18,547	19,474	19,474	20,156	20,659	
APS Level 1	Questacon 1	Under 18	17,123	17,979	17,979	18,608	19,074	
		At 18	19,976	20,975	20,975	21,709	22,252	
		At 19	23,116	24,272	24,272	25,121	25,749	
		At 20	25,969	27,267	27,267	28,222	28,927	
		1	28,538	29,965	29,965	31,014	31,789	
		2	30,911	32,457	32,457	33,593	34,432	
		3	32,537	34,164	34,164	35,360	36,244	
		4	34,165	35,873	35,873	37,129	38,057	
		(Attainment Point)						
		APS Level 2/ Questacon Graduate Programme employees		1	34,983	38,850 **	38,850	40,210
2	36,890				39,938	41,336	42,369	
3	38,794				41,054	42,491	43,553	
4					42,204	43,681	44,773	
(Attainment Point)								

Classification	Broadband	Pay Point	Current Salary (\$)	Existing employees - From first full pay period after lodgement (\$)	New employees- post lodgement (\$)	All employees: From first full pay period after 1 Sept 2007 - 3.5%* (\$)	All employees: From first full pay period after 1 Sept 2008 - 2.5%* (\$)
APS Level 3		1	39,845	43,385**	43,385	44,903	46,026
		2	42,535		44,601	46,162	47,316
		3	45,222	47,454	47,454	47,454	48,640
APS Level 4		1	45,822	48,776**	48,776	50,483	51,745
		2	47,014		50,140	51,895	53,192
		3	48,217		51,545	53,349	54,683
(Attainment Point)							
APS Level 5	Questacon 2	1	49,533	52,989**	52,989	54,844	56,215
		2	51,086		54,473	56,380	57,789
		3	52,524		55,998	57,958	59,407
APS Level 6		1	53,499	58,668**	58,668	60,721	62,239
		2	57,476		60,310	62,421	63,982
		3	61,455	61,998	61,998	64,168	65,772
		4			63,735	65,966	67,615
		5			65,519	67,812	69,507
Executive Level 1		1	68,584	75,151**	75,151	77,781	79,726
		2	71,321		77,030	79,726	81,719
		3	74,059		78,956	81,719	83,762
		4			80,928	83,760	85,854
Executive Level 2		1	79,100	87,460**	87,460	90,521	92,784
		2	83,449		92,425	95,660	98,052
		3	89,680	92,425	97,677		
		4	92,678	97,677		101,096	103,623
(Attainment Point)							
Executive Level 2		5			100,873	104,404	107,014

Notes

- a) Shading denotes attainment points. See **clause D12** regarding movement through the attainment points.
- b) (*) Under **clause C1** of the Agreement, 1 percent of each salary increase is conditional on satisfactory organisational performance. See **clause C1.1**.

- c) (**) This salary rate applies to pre-lodgement (current salary column) multiple pay points within the classification level. Employees will only advance to a higher pay point in accordance with **clause D9**.
- d) Junior rates of pay are calculated as a percentage of the minimum APS Level 1 adult salary:
 - a. under 18 years – 60%;
 - b. at 18 years – 70%;
 - c. at 19 years – 81%; and
 - d. at 20 years – 91%.

Attachment B – Working hours rates and overtime rates

	Working hours rates - Monday to Friday (7.00am – 9.00pm)	Working hours rates - Saturday to Sunday (7.00am – 9.00pm)	Overtime worked between 7.00am to 9.00pm, Monday to Friday.	Overtime worked between 7.00am to 9.00pm, Saturday to Sunday.	Overtime or casual hours worked between 9.00pm and 12 midnight, Monday to Sunday	Overtime or casual hours worked between 12 midnight and 7.00am, Monday to Sunday	Hours (including casual hours) worked on a public holiday, Monday to Friday (including a Centre Operations Christmas New Year Period day)	Hours (including casual hours) worked on a public holiday, Saturday to Sunday
Standard Hours employee	Ordinary time rate for Standard Hours	Ordinary time rate for Standard Hours	Ordinary time rate plus 50 percent	Ordinary time rate plus 50 percent	Ordinary time rate plus 50 percent	Ordinary time rate plus 100 percent	Ordinary time rate plus 100 percent	Ordinary time rate plus 150 percent
Designated Hours employee (including rostered/shift work arrangements)	Ordinary time rate for Designated Hours	Ordinary time rate plus 50 percent for Designated Hours	Ordinary time rate plus 50 percent	Ordinary time rate plus 50 percent	Ordinary time rate plus 50 percent	Ordinary time rate plus 100 percent	Ordinary time rate plus 100 percent	Ordinary time rate plus 150 percent
Casual employee	Ordinary time rate 100% Casual loading 20% Penalties – Not applicable Total = 120 percent of ordinary time rate	Ordinary time rate 100% Casual loading 20% Penalties 50% Total = 170 percent of ordinary time rate	Refer clause F3.4 for application Ordinary time rate 100% Casual loading 20% Penalties 50% Total = 170 percent of ordinary time rate	Refer clause F3.4 for application Ordinary time rate 100% Casual loading 20% Penalties 50% Total = 170 percent of ordinary time rate	Ordinary time rate 100% Casual loading 20% Penalties 50% Total = 170 percent of ordinary time rate	Ordinary time rate 100% Casual loading 20% Penalties 100% Total = 220 percent of ordinary time rate	Ordinary time rate 100% Casual loading 20% Penalties 100% Total = 220 percent of ordinary time rate	Ordinary time rate 100% Casual loading 20% Penalties 150% Total = 270 percent of ordinary time rate

NOTE – This **Attachment B** should be read in conjunction with **Part F Working Hours**.