

FOI

From: s. 47F
Sent: Friday, 10 April 2015 4:36 PM
To: s. 47F
Subject: Additional clauses for the Commissioner [SEC=UNCLASSIFIED]
Attachments: Additional clauses - Examples of soft arrangements in Cth enterprise agreements.docx

s. 47F

Those requested are in the attached.

I've also included a couple from IP Australia's current agreement.

s. 47F

Comsuper Enterprise Agreement

54. SCHOOL HOLIDAY CARE

54.1 ComSuper will pay a school holiday care allowance to eligible employees for a maximum of two weeks per calendar year during the July/August school holidays and between Christmas and New Year.

54.2 School holiday care allowance is \$25 gross per day for each child of school age placed in approved child care while the parent is at work at Com Super. Where more than one parent works for ComSuper, they must both be at work at ComSuper on a day that a claim is made and only one claim per day for each child will be paid. The maximum allowance that may be paid is \$250 per Week per employee or employee couple.

54.3 An employee who is on Personal Leave due to their own injury or illness may still be eligible for the allowance. A medical certificate will be required in support of a claim for the allowance.

54.4 School holiday care is care provided by a service which is approved by the Department of Families, Housing, Community Services and Indigenous Affairs to receive Child Care Benefit payments.

54.5 Employees employed on a short term non-ongoing basis will not have access to the allowance.

Equal Opportunity for Women in the Workplace Agency

Health, Wellness & Fitness

229. Effective 1 July 2012, employees shall be entitled to claim reimbursement for Health, Wellness and Fitness expenses to a maximum value of \$900 each financial year (July to June), including GST. The terms and conditions of this entitlement are specified in the EOWA Health, Wellness and Fitness Policy.

Department of Defence Enterprise Agreement

Relocation on retirement

H6.1 This provision is limited to those employees who retire, are retired, or who die shortly after accepting an inter-city relocation, which was as a result of an organisational element of Defence being relocated. In such circumstances, the Secretary may approve a request for reimbursement of reasonable removal and transport expenses associated with returning the employee and/or their spouse/partner/dependants to another locality. These provisions do not operate to provide all employees with a retirement/death benefit, and applications made in respect of otherwise eligible employees should be limited to:

- a. compassionate grounds, such as employees who die within five years of their relocation, where surviving dependants would be left without the support of immediate family or close friends;
- b. employees who retire within five years of a relocation, where such a provision was provided for in that relocation package; or
- c. situations in which, within five years of relocation, suitable work is no longer available to the employee.

IP Australia Enterprise Agreement**Meeting Times**

106.1 To assist IP Australia employees to meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9.00am and will conclude by 5.00pm, unless otherwise agreed.

Lactation Breaks

104.1 IP Australia has received accreditation by the National Breastfeeding Association as a breastfeeding friendly workplace. Employees can take reasonable time during working hours for lactation breaks.

FOI

From: s. 47F
Sent: Wednesday, 8 April 2015 10:38 AM
To: s. 47F
Subject: Commissioner's article - examples [SEC=UNCLASSIFIED]

Hi s. 47F

Could you please pull together (I know you've already got some from previous work) some examples of the more outrageous terms and conditions in public sector EAs?

The Commissioner wants to write an article about "soft" agreements.

I don't believe he wants us to draft the article, but we can give him some themes and examples. I thought you might have some obvious ones from the last week or so – pet accommodation; most of the CSIRO agreement; most of the ATO agreement...some of the more generous personal/carers leave provisions.

Thanks,

s. 47F | **Director Workplace Relations Policy**
Workplace Relations Group

Australian Public Service Commission
Level 6, Aviation House, 16 Furzer Street, PHILLIP ACT 2606

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FOI

From: BULL,Helen
Sent: Friday, 10 April 2015 4:16 PM
To: s. 47F
Subject: Examples of generous arrangements in Cth enterprise agreements.docx
[SEC=UNCLASSIFIED]
Attachments: Examples of generous arrangements in Cth enterprise agreements.docx

EXAMPLES OF ‘SOFT’ ARRANGEMENTS IN COMMONWEALTH ENTERPRISE AGREEMENTS

Overview

- Over the past decade, APS employees have enjoyed wage increases substantially above CPI.
- During this time, APS remuneration increases totalled 50.7 per cent, compared to CPI increases of 31.8 per cent. That is more than most other industries.
- In addition to these generous wages, Commonwealth public sector agreements have accumulated other generous terms and conditions. These go beyond those provided by minimum safety nets, often well above community standards.
- For example, Commonwealth superannuation arrangements deliver significant benefits over time compared to what employees would receive from the Superannuation Guarantee.

Annual income	\$60,000	\$80,000	\$90,000	\$100,000
9.5% contribution rate	\$5,700	\$7,600	\$8,550	\$9,500
15.4% contribution rate	\$9,240	\$12,320	\$13,860	\$15,400
Difference (per annum)	\$3,540	\$4,720	\$5,310	\$5,900
20-year difference*	\$70,800	\$94,400	\$106,200	\$118,000

* The ‘20 year difference’ calculation is the additional employer superannuation contribution to retirement capital over a 20 year period, excluding additional interest/fund earnings on those amounts.

- Some Commonwealth public sector agencies have agreed to provisions that go beyond even these generous terms and conditions. These include generous leave provisions, and restrictions on operational decision-making.
- Some examples of these provisions are outlined below.

Examples of generous leave entitlements

Personal/Carer’s Leave

The bulk of APS employees receive 15 to 18 days per annum, accruable. Some agencies have more generous arrangements than this:

- Department of Infrastructure: 25 days per annum, accruable
- Attorney-General’s Department: 22 days per annum, accruable
- 13 APS Agencies (incl. 2 Departments): 20 days per annum, accruable

Community Service Volunteer Leave

- Some agencies provide their employees up to 5 days’ paid leave per annum (non-accruable) to conduct volunteer work with a community organisation, provided they do not accept payment from that organisation.

Miscellaneous Leave

- The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish to and managers are not allowed to refuse reasonable requests to access this leave.

- Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house. i.e. employees are not expected to access their annual leave or flex leave instead.

Examples of unusual allowances and other special payments

Some agencies provide unusually generous entitlements for employees who travel as part of their official duties. For example:

- **National Archives of Australia Enterprise Agreement**

[For domestic and international travel]

*Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and **pet accommodation costs** incurred as a direct consequence of their travel on official duty.*

- **Department of Education and Department of Employment (formerly one agency – DEEWR)**

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

a. APS 1- 3 employees will receive \$500

b. APS 4- EL 2 employees will receive \$200.

- **Australian Customs and Border Protection Service Enterprise Agreement**

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the “Domestic Care Support Scheme.”

[Executive Level 1 officers]:

- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Business class travel for any flights over 2 hours’ duration.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

[Executive Level 2 officers]:

- All receive an annual ‘contact allowance’ in recognition that they may be called outside of normal work hours.
- Can home garage of a Commonwealth vehicle (where one is available and operationally necessary).
- Entitlement to park at work where they elect not to home garage a Commonwealth vehicle.
- Business class travel for any flights over 2 hours’ duration – OR – they may elect to take an economy class flight “downgrade” and receive a second economy class ticket

so their spouse/partner can accompany them; providing any pricing gap is met by the employee.

- Airline lounge membership if the employee is required to conduct any travel for official purposes.
- Entitlement to a minimum of four days' paid absence per year without deduction from leave credits.

Clauses that restrict operational decision-making

In addition to generous terms and conditions, many public sector agreements contain provisions that make it difficult for agencies to respond to changing government and community priorities.

- One Department reports that, due to a requirement in their enterprise agreement that any change to working patterns be with the agreement of the employee, they were unable to change shift rosters for 12 months, even when the work those employees were employed to do was no longer available.
- The Department of Human Services was involved in a lengthy and costly workers' compensation case linked to the requirement in its current enterprise agreement that employees must agree to their pattern of working hours.
- The current DHS agreement provides lengthy provisions on negotiation of working hours. There are also lengthy provisions on consultation, including provisions that dictate how consultation will occur. (see Attachment A).
- The Australian Taxation Office Enterprise Agreement limits the ability of the ATO even to move its employees to a new office within the same city. This has been included in the agreement even though section 25 of the Public Service Act allows Agency Head's the unilateral power to determine the place or places that an APS employee will perform their duties.

112.2 To the fullest extent practicable the movement of employees will be on a voluntary basis.

112.3 Hardship factors will be considered in selecting employees to move. Where the ATO finds that the relocation would cause hardship for an employee, the ATO, as far as reasonably practicable, will seek alternatives to relocation.

...

For moves between suburbs (including their immediate surrounds) or between the CBD and a suburb, employees will be given at least one month's notice of the need for them to move unless the employees and the delegate agree to a shorter or longer period.

112.5 If significant relocation costs are likely to be incurred, the employee will be entitled to one-off payment upon taking up duty in the new building;

a) for employees at or below the APS 3 level - \$1047 (and \$1068 from 21 June 2012, \$1079 from 3 January 2013, and \$1101 from 20 June 2013),

b) for employees at or above the APS 4 level \$696 (and \$710 from 21 June 2012, \$717 from 3 January 2013, and \$731 from 20 June 2013).

...

112.6 Managers may allow employees up to 3 days leave where this is necessary to arrange personal matters associated with the move.

- Some enterprise agreements even dictate the times at which meetings can be scheduled. An example from the IP Australia agreement:

- *To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30 am and finish by 5.00 pm.*

To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

- Some APS enterprise agreements also contain arrangements that purport to restrict the use of non-ongoing employment. For example:

Screen Australia may engage employees as fixed term employees where:

- a) the specific job performed by the employee is not required to be performed on an ongoing basis, and is associated with fixed term programs and projects;*
- b) the skills and experience required are either:*
 - for specified periods of time; or*
 - for specified tasks.*
- c) industry sourced skills and experiences are required and there is an assumption that employees will return to that industry.*

Clauses that use a lot of words to say nothing of substance

Many APS enterprise agreements are not well-drafted. However, some have been drafted in such a way as to make it difficult for employees or managers to understand what, if any, entitlements they provide. For example, from the Defence Enterprise Agreement:

A2.1 To allow flexibility in decision-making, this Agreement provides a principles-based decision making framework. The following principles underpin all provisions in this Agreement:

- a. assisting employees to balance their work and private commitments;*
- b. providing a safe, secure and fair environment;*
- c. making the most efficient use of resources and supporting sustainable environmental management;*
- d. respecting and valuing diversity;*
- e. preventing discrimination;*
- f. ensuring freedom of association; and*
- g. behaving honestly.*

A2.2 Procedural fairness is to be observed in all employment decisions, so that:

- a. employees are given an opportunity to be heard and promptly advised of the decision;*
- b. those hearing an employee are unbiased;*
- c. any decision regarding the employee is based on sufficient evidence to support the decision; and*
- d. confidentiality and privacy is observed except where it would be inappropriate to do so.*

A2.3 While principles-based decision-making provides flexibility, it still requires the application of the Defence values and APS Values in the decision-making process. The APS Values, set out in section 10(1) of the PS Act, have evolved to reflect the greater flexibility,

efficiency and business practices required by today's organisation. They not only shape an ethical and productive workplace culture – they also define our legal commitment to both the government and the people we serve. The APS Values recognise this can only be achieved through trust, rather than increased procedure. Employees must, in turn, recognise that this level of trust comes with increased responsibility, and that any breach of the APS Values, or of the APS Code of Conduct, may result in serious penalty, or even dismissal, for those responsible.

Defence values – PLICIT

A2.4 Defence has a framework of values that reflects the long traditions and distinctive identities of the three Services and the APS. They underpin our corporate culture and contribute to achieving organisational goals. The Defence values – Professionalism, Loyalty, Integrity, Courage, Innovation and Teamwork (PLICIT) – have been formulated as a unifying factor across all facets of Defence. The Defence values work alongside the APS Values and the values of each of the single Services. They form the basis of the behaviours expected of all our people and leaders (both APS and ADF) in Defence.

Guaranteed facilities for union delegates

Most APS agreements contain prescriptive arrangements which guarantee union delegates access to use workplace facilities, infrastructure, technology and resources for the purposes of carrying out their role with their union. The common arrangement included in many EAs is at Attachment A.

Department of Human Services agreement**A1 NEGOTIATION OF WORKING HOURS**

- A1.1 An employee and their direct supervisor will together design and reach agreement on the employee's working hours, genuinely negotiating where necessary. These working hours may take the form of a pattern of ordinary hours of duty or a regular hours agreement.
- A1.2 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor will make all reasonable efforts to accommodate an employee's requests.
- A1.3 A regular hours agreement may be requested by an employee and, if approved, will apply for a specified period of 12 months unless a shorter period is requested by the employee.
- A1.4 An employee who requests a regular hours agreement will be advised in writing of the outcome of their request. Agreements will be jointly reviewed at the end of the period.

Processes

- A1.5 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor and employee will take into account a balance of:
 - (a) the employee's needs and preferences; and
 - (b) the capacity and needs of a team, workplace, or business line to meet its internal or external service delivery requirements.
- A1.6 A regular hours agreement will include start and finish times and lunch times.
- A1.7 Where requested by the employee, a regular hours agreement will be designed to include one or more planned day(s) off in a settlement period.
- A1.8 Where a direct supervisor cannot accommodate an employee's request in respect of a pattern of ordinary hours or a regular hours agreement, the direct supervisor will:
 - (a) discuss the reasons for the decision with the employee; and
 - (b) provide written reasons for the decision, if requested by the employee.
- A1.9 Where an employee and their direct supervisor cannot reach agreement on a pattern of ordinary hours or a regular hours agreement, the employee will continue to work in accordance with their existing pattern of ordinary hours or regular hours agreement until the end of the current settlement period.
- A1.10 At the end of the current settlement period, if agreement cannot be reached, the employee may choose:
 - (a) to work in accordance with a default regular hours option; or
 - (b) to continue their existing pattern of ordinary hours or regular hours agreement for a further settlement period, after which time the employee will work in accordance with a default regular hours option.
- A1.11 Default regular hours (for a full time employee) will apply in accordance with the options listed below that the Secretary determines best suits the work area:
 - (a) 8.30am to 5.00pm with 60 minute lunch break.
 - (b) commencement 15 minutes before the opening time of the workplace or 7.45am (whichever is the later), with a lunch break of 30, 45 or 60 minutes; or

- (c) finish 15 minutes after close of a customer contact period or 5.15pm (whichever is the earlier), with a lunch break of 30, 45 or 60 minutes.

Variations on negotiated hours

- A1.1 Employees will have at least four weeks notice for a change in arrangements unless the employee agrees to a lesser timeframe.
- A1.2 An employee may request changes to their pattern of ordinary hours or regular hours agreement at any stage.
- A1.3 The regular hours agreement may be varied, by agreement, between the Secretary and the employee.
- A1.4 The employee and their supervisor will meet and discuss the regular hours arrangements a month before the end date of the current regular hours agreement to enable discussion on continuing the regular hours agreement for a further 12 months or to negotiate new regular hours arrangements.

A2 ROSTERS

- A2.1 Rostering of some employees is essential to the department's primary function of quality service delivery. The department seeks to balance flexibility and certainty for employees and business areas, to assist in the design of quality jobs, a better work/life balance and a healthy and safe work environment.
- A2.2 The department will, in consultation with employees and their representatives, develop and agree a policy for rostering. This policy will include mechanisms to balance flexibility and certainty for employees including adequate breaks.

Principles

- A2.3 Rosters are designed through a process of genuine negotiation between an employee and their team leader/manager, taking into account the agreed pattern of hours.
- A2.4 Rosters will provide employees with adequate time to prepare for the day and pack up at the end of the day, meet and plan, undertake necessary reading, participate in training and other development activities, prepare for the introduction of changes, and include adequate breaks.
- A2.5 Employees and managers are encouraged to apply local, flexible work practices where possible to meet employee's short term or ad hoc work/life balance needs. Managers will make all reasonable efforts to accommodate those requests.

Application

- A2.6 This clause **Error! Reference source not found.** will apply to:
 - (a) workplaces or business lines (or parts thereof) that, on commencement of this Agreement, operate on a rostered basis; and
 - (b) other workplaces or business lines where the Secretary determines, in consultation with affected employees and their representatives (under clause A4) will operate on a rostered basis.
- A2.7 All rostered environments as described in **Error! Reference source not found.** will, at a minimum, include provision of:
 - (a) planned leave including flex time or planned days off;
 - (b) start and finish times;
 - (c) timing and duration of lunch and tea breaks;

- (d) preparation and pack up time totalling 15 minutes in a single day;
 - (e) a 5 minute break after each 60 minute continuous period of screen/telephony-based work where they are rostered to continue to perform that work for at least a further 15 minutes. The five minute screen-based equipment break will be used to perform other work related activities including appropriate health and well-being activities. This time may form part of a tea break.
- A2.8 The manner in which these are reflected in rosters will depend upon the rostering tool(s) used in each business area.
- A2.9 In locations where cash counting occurs, preparation and pack up time will be increased to 15 minutes preparation time and 15 minutes pack up time.
- A2.10 Where rosters are generated according to national business parameters, those rosters may also include scheduled activities and duration of those activities including:
- (a) face to face customer service;
 - (b) telephone and telephone support activities;
 - (c) follow-up and processing activities
 - (d) training (national and local);
 - (e) learning and development (in blocks of at least 30 minutes);
 - (f) team and one-to-one meetings; and/or
 - (g) other approved roles (such as HCO or HSR duties).

Processes

- A2.11 Rosters will apply for four week periods and may be negotiated up to 12 weeks in advance.
- A2.12 There are three phases in the development of rosters
- (a) identification of an employee's working hours preferences including agreed pattern of hours arrangements;
 - (b) development of draft rosters, and initial negotiation. During the initial negotiation phase, employees may genuinely negotiate changes with their supervisor; and
 - (c) distribution of final rosters and adjustments to final rosters subject to **Error! Reference source not found., Error! Reference source not found. and Error! Reference source not found..**
- A2.13 An employee may request changes to their roster (including scheduled activities outlined in subclause **Error! Reference source not found.**) at any stage.
- A2.14 Employees are encouraged to manage their own ad hoc changes to their roster by swapping with other employees. Agreement by the manager will not be unreasonably refused. Swaps of scheduled activities should not reduce overall task variety for employees during the roster period.
- A2.15 Where the department needs to change rosters due to operational requirements that were unforeseen prior to finalising the roster, the need for changes will be discussed with affected employees at the earliest opportunity. Genuine negotiation of rosters will explore options to meet the operational requirements and give employees reasonable notice of changes to working hours.
- A2.16 Subject to subclause **Error! Reference source not found.**, where changes to start or finish times are not agreed between an employee and their supervisor, and where notice of changes of at least 14 calendar days cannot be provided, the employee will be entitled to overtime

payments for hours that are worked before their previously agreed start time, or after their previously agreed finish time.

- A2.17 In the event that the department, or a workplace or business line within the department, needs to make variations to rostering or scheduling practices, the Secretary will consult with potentially affected employees and their representatives prior to implementing changes to those practices.

A3 HOURS OF SERVICE DELIVERY

- A3.1 The Secretary may determine hours of service delivery that will apply across the department, or in areas of the department.

- A3.2 The department may vary the hours of service delivery to meet customer demand.

- A3.3 If the department needs to vary hours of service delivery or establish new or varied customer service arrangements, and this variation will impact on the hours of duty worked by employees, the Secretary will communicate the business need and consult with potentially affected employees and their representatives, prior to implementing a change in service delivery hours, in accordance with clause A4 of this Agreement. In conducting consultation, the Secretary will consult on matters including, but not limited to:

- (a) staffing levels, and impacts on service levels;
- (b) security and occupational health and safety;
- (c) hours of duty, including rosters, regular hours arrangements and patterns of ordinary hours;
- (d) child care availability, proximity, suitability and costs;
- (e) availability, safety and proximity of public transport and parking; and
- (f) other options to assist existing staff manage changed hours, including recruitment of staff to work changed hours.

- A3.4 Where the Secretary establishes new or varied service delivery hours, the Secretary will not:

- (a) design an employee's pattern of attendance to include hours outside the bandwidth;
- (b) compel an employee to work on public holidays; or
- (c) place an employee in a 12-hour shift arrangement;

without the employee's consent.

- A3.1 The department will not roster staff to perform external customer contact duties, other than normal 24 hour / 7 day services, on the Saturday after Good Friday or any Saturdays that fall within the department's reduced activity period set out in clause **Error! Reference source not found.**

A4 CONSULTATION

- A4.1 The department respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether or not to join and be represented by a union in workplace matters.

- A4.2 Consultation means providing employees and their representatives with a bona fide opportunity to influence a decision-maker prior to a decision being made (where possible), and prior to the implementation of changes.

A4.3 The Secretary will consult with potentially affected employees and their representatives in accordance with this clause A4:

- (a) on the introduction of major changes (or proposed major changes) referred to in subclauses A4.4 and A4.5; and
- (b) on other workplace changes that will have an effect on employees referred to in subclause A4.6.

Major Change

A4.4 Where a decision is made to introduce major changes in program, organisation, structure or technology that are likely to have a significant effect on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes, and their representatives.

A4.5 Significant effects include (but are not limited to):

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

Other workplace changes

A4.6 Where a workplace change that is likely to have an effect on employees (but is not a major change) is proposed, the Secretary will notify potentially affected employees and their representatives.

Timing of consultation

A4.7 Where a decision is made by Government, or is made outside the department, consultation with employees prior to making the decision may not be practicable. In such cases, consultation under this clause A4 regarding the implementation of the decision will occur as early as is reasonably practicable.

A4.8 In other cases, consultation with employees under this clause A4 will occur as early as possible prior to making a decision.

Process

A4.9 The Secretary must consult with the employees affected and their representatives, by:

- (a) discussing the introduction of the major change or other workplace change;
- (b) discussing the effects the change is likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees;
- (c) seeking the feedback and input of affected employees and their representatives, about the changes or proposed changes; and
- (d) giving prompt consideration to feedback or input raised by the employees and their representatives, in relation to the changes or proposed changes.

- A4.10 Depending on the issue for consultation and the relevant workplace or workplaces, consultation may be general or specific, and may take the form of discussions, surveys, working groups, project teams, consultation meetings, other co-design approaches and/or the opportunity to make verbal or written comments.
- A4.11 Local managers will consult with their employees and their representatives on local workplace changes. Consultative arrangements may be formal or informal (for example, standing agenda items for team meetings, committees in larger workplaces, or informal meetings with local managers in smaller worksites). Issues raised at the local level may be referred to a more senior manager.
- A4.12 For the purpose of the discussions under subclause A4.9 and A4.10, the employees concerned and their representatives are to be provided in writing all relevant information about the changes or proposed changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.
- A4.13 The Secretary is not required to disclose confidential or commercially sensitive information to the employees or their representatives.
- A4.14 The Secretary will advise employees and their representatives about how their feedback or input was considered in the decision-making and/or implementation process, as relevant. This advice will be provided in writing, if requested.

Committees

- A4.15 The department will establish consultative committees to consult with unions about workplace changes at the service zone level or national level.
- A4.16 Service Zone Committees (including a National Office Committee), consisting of three management representatives and three union representatives, will meet at least three times per year and will deal with proposed changes within the Service Zone and implementation of Government decisions as they apply to the Service Zone. The Service Zone Committee may escalate relevant issues to the National Consultative Committee (NCC) or a subcommittee of the NCC.
- A4.17 The NCC will consist of four management and four union representatives, will meet quarterly, and will deal with proposed changes within the department, and implementation of Government decisions as they apply to the department. The NCC may establish subcommittees on an as needs basis to deal with issues that require specific attention.

Principles relating to workplace delegates – Majority of APS Agreements

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- *The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
- *Recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
- *The right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act*
- *The right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*

- *The right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
- *Undertaking their role and having union representation on an agency's workplace relations consultative committee;*
- *Reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
- *The right to address new employees about union membership at the time they enter employment;*
- *The right to consultation, and access to relevant information about the workplace and the agency; and*
- *The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- *Reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;*
- *Reasonable access to appropriate training in workplace relations matters including training provided by a union;*
- *Reasonable paid time off to represent union members in the agency at relevant union forums.*

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

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

FOI

From: s. 47F
Sent: Friday, 10 April 2015 9:13 AM
To: BULL,Helen
Cc: s. 47F
Subject: Examples of generous arrangements in Cth enterprise agreements.docx
[SEC=UNCLASSIFIED]
Attachments: Examples of generous arrangements in Cth enterprise agreements.docx

Hi Helen

Revised as discussed yesterday.

s. 47F

s. 47F | **Director Workplace Relations Policy**
Workplace Relations Group

Australian Public Service Commission
Level 6, Aviation House, 16 Furzer Street, PHILLIP ACT 2606

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- In addition to these generous wages, Commonwealth public sector agreements have accumulated other generous terms and conditions. These go beyond those provided by minimum safety nets, often well above community standards.
- For example, Commonwealth superannuation arrangements deliver significant benefits over time compared to what employees would receive from the Superannuation Guarantee.

Annual income	\$60,000	\$80,000	\$90,000	\$100,000
9.5% contribution rate	\$5,700	\$7,600	\$8,550	\$9,500
15.4% contribution rate	\$9,240	\$12,320	\$13,860	\$15,400
Difference (per annum)	\$3,540	\$4,720	\$5,310	\$5,900
20-year difference*	\$70,800	\$94,400	\$106,200	\$118,000

* The ‘20 year difference’ calculation is the additional employer superannuation contribution to retirement capital over a 20 year period, excluding additional interest/fund earnings on those amounts.

- Some Commonwealth public sector agencies have agreed to provisions that go beyond even these generous terms and conditions. These include generous leave provisions, and restrictions on operational decision-making.
- Some examples of these provisions are outlined below.

Examples of generous leave entitlements

Personal/Carer’s Leave

The bulk of APS employees receive 15 to 18 days per annum, accruable. Some agencies have more generous arrangements than this:

- Department of Infrastructure: 25 days per annum, accruable
- Attorney-General’s Department: 22 days per annum, accruable
- 13 APS Agencies (incl. 2 Departments): 20 days per annum, accruable

Community Service Volunteer Leave

- Some agencies provide their employees up to 5 days’ paid leave per annum (non-accruable) to conduct volunteer work with a community organisation, provided they do not accept payment from that organisation.

Miscellaneous Leave

- The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish to and managers are not allowed to refuse reasonable requests to access this leave.

- Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house. i.e. employees are not expected to access their annual leave or flex leave instead.

Examples of unusual allowances and other special payments

Some agencies provide unusually generous entitlements for employees who travel as part of their official duties. For example:

- **National Archives of Australia Enterprise Agreement**

[For domestic and international travel]

*Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and **pet accommodation costs** incurred as a direct consequence of their travel on official duty.*

- **Department of Education and Department of Employment (formerly one agency – DEEWR)**

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

a. APS 1- 3 employees will receive \$500

b. APS 4- EL 2 employees will receive \$200.

- **Australian Customs and Border Protection Service Enterprise Agreement**

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the “Domestic Care Support Scheme.”

[Executive Level 1 officers]:

- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Business class travel for any flights over 2 hours’ duration.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

[Executive Level 2 officers]:

- All receive an annual ‘contact allowance’ in recognition that they may be called outside of normal work hours.
- Can home garage of a Commonwealth vehicle (where one is available and operationally necessary).
- Entitlement to park at work where they elect not to home garage a Commonwealth vehicle.
- Business class travel for any flights over 2 hours’ duration – OR – they may elect to take an economy class flight “downgrade” and receive a second economy class ticket

so their spouse/partner can accompany them; providing any pricing gap is met by the employee.

- Airline lounge membership if the employee is required to conduct any travel for official purposes.
- Entitlement to a minimum of four days' paid absence per year without deduction from leave credits.

Clauses that restrict operational decision-making

In addition to generous terms and conditions, many public sector agreements contain provisions that make it difficult for agencies to respond to changing government and community priorities.

- One Department reports that, due to a requirement in their enterprise agreement that any change to working patterns be with the agreement of the employee, they were unable to change shift rosters for 12 months, even when the work those employees were employed to do was no longer available.
- The Department of Human Services was involved in a lengthy and costly workers' compensation case linked to the requirement in its current enterprise agreement that employees must agree to their pattern of working hours.
- The Australian Taxation Office Enterprise Agreement limits the ability of the ATO even to move its employees to a new office within the same city.

112.2 To the fullest extent practicable the movement of employees will be on a voluntary basis.

112.3 Hardship factors will be considered in selecting employees to move. Where the ATO finds that the relocation would cause hardship for an employee, the ATO, as far as reasonably practicable, will seek alternatives to relocation.

...

For moves between suburbs (including their immediate surrounds) or between the CBD and a suburb, employees will be given at least one month's notice of the need for them to move unless the employees and the delegate agree to a shorter or longer period.

112.5 If significant relocation costs are likely to be incurred, the employee will be entitled to one-off payment upon taking up duty in the new building;

a) for employees at or below the APS 3 level - \$1047 (and \$1068 from 21 June 2012, \$1079 from 3 January 2013, and \$1101 from 20 June 2013),

b) for employees at or above the APS 4 level \$696 (and \$710 from 21 June 2012, \$717 from 3 January 2013, and \$731 from 20 June 2013).

...

112.6 Managers may allow employees up to 3 days leave where this is necessary to arrange personal matters associated with the move.

- Some enterprise agreements even dictate the times at which meetings can be scheduled:
 - *To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30 am and finish by 5.00 pm.*

To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

- Some APS enterprise agreements also contain arrangements that purport to restrict the use of non-ongoing employment. For example:

Screen Australia may engage employees as fixed term employees where:

- a) the specific job performed by the employee is not required to be performed on an ongoing basis, and is associated with fixed term programs and projects;*
- b) the skills and experience required are either:*
 - for specified periods of time; or*
 - for specified tasks.*
- c) industry sourced skills and experiences are required and there is an assumption that employees will return to that industry.*

Clauses that use a lot of words to say nothing of substance

Many APS enterprise agreements are not well-drafted. However, some have been drafted in such a way as to make it difficult for employees or managers to understand what, if any, entitlements they provide. For example, from the Defence Enterprise Agreement:

A2.1 To allow flexibility in decision-making, this Agreement provides a principles-based decisionmaking framework. The following principles underpin all provisions in this Agreement:

- a. assisting employees to balance their work and private commitments;*
- b. providing a safe, secure and fair environment;*
- c. making the most efficient use of resources and supporting sustainable environmental management;*
- d. respecting and valuing diversity;*
- e. preventing discrimination;*
- f. ensuring freedom of association; and*
- g. behaving honestly.*

A2.2 Procedural fairness is to be observed in all employment decisions, so that:

- a. employees are given an opportunity to be heard and promptly advised of the decision;*
- b. those hearing an employee are unbiased;*
- c. any decision regarding the employee is based on sufficient evidence to support the decision; and*
- d. confidentiality and privacy is observed except where it would be inappropriate to do so.*

A2.3 While principles-based decision-making provides flexibility, it still requires the application of the Defence values and APS Values in the decision-making process. The APS Values, set out in section 10(1) of the PS Act, have evolved to reflect the greater flexibility, efficiency and business practices required by today's organisation. They not only shape an ethical and productive workplace culture – they also define our legal commitment to both the government and the people we serve. The APS Values recognise this can only be achieved through trust, rather than increased procedure. Employees must, in turn, recognise that this level of trust comes with increased responsibility, and that any breach of the APS

Values, or of the APS Code of Conduct, may result in serious penalty, or even dismissal, for those responsible.

Defence values – PLICIT

A2.4 Defence has a framework of values that reflects the long traditions and distinctive identities of the three Services and the APS. They underpin our corporate culture and contribute to achieving organisational goals. The Defence values – Professionalism, Loyalty, Integrity, Courage, Innovation and Teamwork (PLICIT) – have been formulated as a unifying factor across all facets of Defence. The Defence values work alongside the APS Values and the values of each of the single Services. They form the basis of the behaviours expected of all our people and leaders (both APS and ADF) in Defence.

Guaranteed facilities for union delegates

Most APS agreements contain prescriptive arrangements which guarantee union delegates access to use workplace facilities, infrastructure, technology and resources for the purposes of carrying out their role with their union. The common arrangement included in many EAs is at Attachment A.

Principles relating to workplace delegates

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- *The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
- *Recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
- *The right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act*
- *The right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*
- *The right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
- *Undertaking their role and having union representation on an agency's workplace relations consultative committee;*
- *Reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
- *The right to address new employees about union membership at the time they enter employment;*
- *The right to consultation, and access to relevant information about the workplace and the agency; and*
- *The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- *Reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;*
- *Reasonable access to appropriate training in workplace relations matters including training provided by a union;*
- *Reasonable paid time off to represent union members in the agency at relevant union forums.*

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

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

FOI

From: s. 47F
Sent: Thursday, 9 April 2015 12:42 PM
To: BULL, Helen
Cc: s. 47F
Subject: Examples of generous arrangements in Cth enterprise agreements.docx [SEC=UNCLASSIFIED]
Attachments: Examples of generous arrangements in Cth enterprise agreements.docx

Hi s. 47F

Some examples are attached.

As per our discussion I've excluded the more "restrictive" examples that are more difficult to follow; and stuck more to the entitlements type of provisions – but s. 47F has also pulled together some of those if you think the Commissioner will want to see them.

s. 47F

s. 47F | **Director Workplace Relations Policy**
Workplace Relations Group

Australian Public Service Commission
Level 6, Aviation House, 16 Furzer Street, PHILLIP ACT 2606

P: s. 47F | **E:** s. 47F | **W:** www.apsc.gov.au

EXAMPLES OF ‘SOFT’ ARRANGEMENTS IN COMMONWEALTH ENTERPRISE AGREEMENTS

Examples of generous leave entitlements

Personal/Carer's Leave

The bulk of APS employees receive 15 to 18 days per annum, accruable. Some agencies have more generous arrangements than this:

- Department of Infrastructure: 25 days per annum, accruable
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- The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish to and managers are not allowed to refuse reasonable requests to access this leave.
- Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house. i.e. employees are not expected to access their annual leave or flex leave instead.

Restrictions on meeting times

National Film and Sound Archive Enterprise Agreement

To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30 am and finish by 5.00 pm.

IP Australia Enterprise Agreement

To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

Atypical allowances and other special payments

National Archives of Australia Enterprise Agreement

[For domestic and international travel]

*Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and **pet accommodation costs** incurred as a direct consequence of their travel on official duty.*

Department of Education and Department of Employment (formerly one agency – DEEWR)

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

- a. APS 1- 3 employees will receive \$500*
- b. APS 4- EL 2 employees will receive \$200.*

Australian Customs and Border Protection Service Enterprise Agreement

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the “Domestic Care Support Scheme.”

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- Airline lounge membership if the employee is required to conduct any travel for official purposes.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

[District allowances]

- Employees receive these allowances where they are required to move to these locations for a fixed term.

Tiers	Tier Locations
Tier 1	Christmas Island, Gove, Thursday Island, Weipa
Tier 2	Broome, Dampier, Port Headland, Carnarvon, Esperance, Port Lincoln

Tier 3	Townsville, Cairns, Bowen, Darwin, Burnie, Albany, Eden, Geraldton, Portland and Port Pirie
Tier 4	Mackay, Bunbury, Bundaberg, Coffs Harbour, Gladstone and Launceston

District Office Composite Allowance		
Tier 1 - no dependents	p.a.	11481.00
Tier 1 - one dependent		16836.00
Tier 1 - more than one dependent		19512.00
Tier 2 - no dependent		7613.00
Tier 2 - one dependent		10979.00
Tier 2 - more than one dependent		12664.00
Tier 3 - no dependent		3614.00
Tier 3 - one dependent		4927.00
Tier 3 - more than one dependent		5583.00
Tier 4 - no dependent		2530.00
Tier 4 - one dependent		2530.00

Locality Leave Allowance		
Tier 1	p.a.	7300.00
Tier 2		2475.00
Tier 3		1015.00
Tier 4		Nil

Restriction on types of employment

Some APS enterprise agreements contain arrangements that purport to restrict the use of non-ongoing employment. For example:

Screen Australia Enterprise Agreement 2011-2014

Screen Australia may engage employees as fixed term employees where:

- a) the specific job performed by the employee is not required to be performed on an ongoing basis, and is associated with fixed term programs and projects;*
- b) the skills and experience required are either:*
 - for specified periods of time; or*
 - for specified tasks.*
- c) industry sourced skills and experiences are required and there is an assumption that employees will return to that industry.*

Restrictions around evidence requirements for personal/carer's leave

Commonwealth Director of Public Prosecutions Enterprise Agreement

A Supervisor/Manager may request a medical certificate or statutory declaration for absences of less than 3 consecutive days, but only where they have informed the employee in advance of such a requirement.

Old Parliament House Enterprise Agreement

If the number of days without supporting evidence exceeds ten days in any accrual year, the Director (delegate) may require the employee to provide evidence for any further short absences for that accrual year. The Director (delegate) must inform the employee in advance in writing of any requirement for supporting evidence for short absences.

Other generous or unusual content

The **Australian Taxation Office** Enterprise Agreement includes generous provisions for employees relocated within the same city:

112.2 To the fullest extent practicable the movement of employees will be on a voluntary basis.

112.3 Hardship factors will be considered in selecting employees to move. Where the ATO finds that the relocation would cause hardship for an employee, the ATO, as far as reasonably practicable, will seek alternatives to relocation.

...

For moves between suburbs (including their immediate surrounds) or between the CBD and a suburb, employees will be given at least one month's notice of the need for them to move unless the employees and the delegate agree to a shorter or longer period

112.5 If significant relocation costs are likely to be incurred, the employee will be entitled to one-off payment upon taking up duty in the new building;

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...

112.6 Managers may allow employees up to 3 days leave where this is necessary to arrange personal matters associated with the move.

The **Defence Enterprise Collective Agreement** makes the following commitments about Defence's impact on the environment.

The activities undertaken by Defence have an impact on the environment, not least because Defence is the Australian Government's biggest user of energy. Defence and the unions are committed to implementing practical measures, consistent with Government policy, to reduce Defence's carbon footprint, promote environmental sustainability, minimise the unnecessary consumption of resources and reduce operational and administrative costs through a range of improved workplace practices.

Employees, as individuals and in groups, will make a positive contribution to improving Defence's environmental management. For its part, Defence is committed to being a leader in sustainable environmental management and to providing the opportunity for employee contributions to environmental management through its Environmental Management System (EMS). Defence is committed to developing employment conditions that encourage environmental responsibility.

Guaranteed facilities for union delegates

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FOI

From: BULL,Helen
Sent: Monday, 13 April 2015 2:59 PM
To: LLOYD,John
Cc: s. 47F
Subject: Examples of generous arrangements in Cth enterprise agreements.docx
[SEC=UNCLASSIFIED]
Attachments: Examples of generous arrangements in Cth enterprise agreements.docx

Hi John

This is the electronic copy of the last version I sent you today.

Regards

Helen

EXAMPLES OF ‘SOFT’ ARRANGEMENTS IN COMMONWEALTH ENTERPRISE AGREEMENTS

Overview

1. Over the past decade, APS employees have enjoyed wage increases substantially above CPI.
2. During this time, APS remuneration increases totalled 50.7 per cent, compared to CPI increases of 31.8 per cent. That is more than most other industries.
3. In addition to these generous wages, Commonwealth public sector agreements have accumulated other generous terms and conditions. These go beyond those provided by minimum safety nets, often well above community standards.
4. For example, Commonwealth superannuation arrangements deliver significant benefits over time compared to what employees would receive from the Superannuation Guarantee.

Annual income	\$60,000	\$80,000	\$90,000	\$100,000
9.5% contribution rate	\$5,700	\$7,600	\$8,550	\$9,500
15.4% contribution rate	\$9,240	\$12,320	\$13,860	\$15,400
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* The ‘20 year difference’ calculation is the additional employer superannuation contribution to retirement capital over a 20 year period, excluding additional interest/fund earnings on those amounts.

5. Some Commonwealth public sector agencies have agreed to provisions that go beyond even these generous terms and conditions. These include generous leave provisions, and restrictions on operational decision-making.
6. Some examples of these provisions are outlined below.

Examples of generous leave entitlements

Personal/Carer’s Leave

7. The bulk of APS employees receive 15 to 18 days per annum, accruable. Some agencies have more generous arrangements than this:
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 - c. 13 APS Agencies (incl. 2 Departments): 20 days per annum, accruable

Community Service Volunteer Leave

8. Some agencies provide their employees up to 5 days’ paid leave per annum (non-accruable) to conduct volunteer work with a community organisation, provided they do not accept payment from that organisation.

Miscellaneous Leave

9. The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish to and managers are not allowed to refuse reasonable requests to access this leave.

10. Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house. i.e. employees are not expected to access their annual leave or flex leave instead.

Examples of unusual allowances and other special payments

11. Some agencies provide unusually generous entitlements for employees who travel as part of their official duties. For example:

National Archives of Australia Enterprise Agreement

[For domestic and international travel]

*Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and **pet accommodation costs** incurred as a direct consequence of their travel on official duty.*

12. Approximately 40% of APS agreements provide allowances to promote 'health and well-being'. The majority of these allowance are less than \$300 per annum. Some examples of those which are greater:

Workplace Gender Equity Agency

229. Effective 1 July 2012, employees shall be entitled to claim reimbursement for Health, Wellness and Fitness expenses to a maximum value of \$900 each financial year (July to June), including GST. The terms and conditions of this entitlement are specified in the EOWA Health, Wellness and Fitness Policy.

Department of Education and Department of Employment (formerly one agency – DEEWR)

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

- a. APS 1- 3 employees will receive \$500*
- b. APS 4- EL 2 employees will receive \$200.*

13. Other generous/unusual allowances include provisions providing for extra money to pay for childcare in school holidays, for example the Comsuper agreement; to be relocated on retirement in the Defence agreement and a range of expense and travel provisions in the Customs agreement.

Comsuper Agreement

54. SCHOOL HOLIDAY CARE

54.1 ComSuper will pay a school holiday care allowance to eligible employees for a maximum of two weeks per calendar year during the July/August school holidays and between Christmas and New Year.

54.2 School holiday care allowance is \$25 gross per day for each child of school age placed in approved child care while the parent is at work at Com Super. Where more than one parent works for ComSuper, they must both be at work at ComSuper on a day that a claim is made

and only one claim per day for each child will be paid. The maximum allowance that may be paid is \$250 per Week per employee or employee couple.

54.3 An employee who is on Personal Leave due to their own injury or illness may still be eligible for the allowance. A medical certificate will be required in support of a claim for the allowance.

54.4 School holiday care is care provided by a service which is approved by the Department of Families, Housing, Community Services and Indigenous Affairs to receive Child Care Benefit payments.

54.5 Employees employed on a short term non-ongoing basis will not have access to the allowance.

Defence Enterprise Agreement

Relocation on retirement

H6.1 This provision is limited to those employees who retire, are retired, or who die shortly after accepting an inter-city relocation, which was as a result of an organisational element of Defence being relocated. In such circumstances, the Secretary may approve a request for reimbursement of reasonable removal and transport expenses associated with returning the employee and/or their spouse/partner/dependants to another locality. These provisions do not operate to provide all employees with a retirement/death benefit, and applications made in respect of otherwise eligible employees should be limited to:

- a. compassionate grounds, such as employees who die within five years of their relocation, where surviving dependants would be left without the support of immediate family or close friends;*
- b. employees who retire within five years of a relocation, where such a provision was provided for in that relocation package; or*
- c. situations in which, within five years of relocation, suitable work is no longer available to the employee.*

Australian Customs and Border Protection Service Enterprise Agreement

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the “Domestic Care Support Scheme.”

[Executive Level 1 officers]:

- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Business class travel for any flights over 2 hours’ duration.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

[Executive Level 2 officers]:

- All receive an annual ‘contact allowance’ in recognition that they may be called outside of normal work hours.
- Can home garage of a Commonwealth vehicle (where one is available and operationally necessary).

- Entitlement to park at work where they elect not to home garage a Commonwealth vehicle.
- Business class travel for any flights over 2 hours' duration – OR – they may elect to take an economy class flight “downgrade” and receive a second economy class ticket so their spouse/partner can accompany them; providing any pricing gap is met by the employee.
- Airline lounge membership if the employee is required to conduct any travel for official purposes.
- Entitlement to a minimum of four days' paid absence per year without deduction from leave credits.

Clauses that restrict operational decision-making

14. In addition to generous terms and conditions, many public sector agreements contain provisions that make it difficult for agencies to respond to changing government and community priorities.

- a. One Department reports that, due to a requirement in their enterprise agreement that any change to working patterns be with the agreement of the employee, they were unable to change shift rosters for 12 months, even when the work those employees were employed to do was no longer available.
- b. The Department of Human Services agreement provides lengthy provisions on negotiation of working hours. There are also lengthy provisions on consultation, including provisions that dictate how consultation will occur. (see Attachment A).
- c. The Australian Taxation Office Enterprise Agreement limits the ability of the ATO even to move its employees to a new office within the same city. This has been included in the agreement even though section 25 of the Public Service Act allows Agency Head's the unilateral power to determine the place or places that an APS employee will perform their duties.

112.2 To the fullest extent practicable the movement of employees will be on a voluntary basis.

112.3 Hardship factors will be considered in selecting employees to move. Where the ATO finds that the relocation would cause hardship for an employee, the ATO, as far as reasonably practicable, will seek alternatives to relocation.

...

For moves between suburbs (including their immediate surrounds) or between the CBD and a suburb, employees will be given at least one month's notice of the need for them to move unless the employees and the delegate agree to a shorter or longer period.

112.5 If significant relocation costs are likely to be incurred, the employee will be entitled to one-off payment upon taking up duty in the new building;

a) for employees at or below the APS 3 level - \$1047 (and \$1068 from 21 June 2012, \$1079 from 3 January 2013, and \$1101 from 20 June 2013),

b) for employees at or above the APS 4 level \$696 (and \$710 from 21 June 2012, \$717 from 3 January 2013, and \$731 from 20 June 2013).

...

112.6 Managers may allow employees up to 3 days leave where this is necessary to arrange

personal matters associated with the move.

15. Some enterprise agreements even dictate the times at which meetings can be scheduled. An example from the IP Australia agreement:

To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30 am and finish by 5.00 pm.

To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

16. Some APS enterprise agreements also contain arrangements that purport to restrict the use of non-ongoing employment. For example:

Screen Australia may engage employees as fixed term employees where:

- a) the specific job performed by the employee is not required to be performed on an ongoing basis, and is associated with fixed term programs and projects;*
- b) the skills and experience required are either:

 - a. for specified periods of time; or*
 - b. for specified tasks; or**
- c) industry sourced skills and experiences are required and there is an assumption that employees will return to that industry.*

Clauses that use a lot of words to say nothing of substance

17. Many APS enterprise agreements are not well-drafted. However, some have been drafted in such a way as to make it difficult for employees or managers to understand what, if any, entitlements they provide. For example, from the Defence Enterprise Agreement:

A2.1 To allow flexibility in decision-making, this Agreement provides a principles-based decision making framework. The following principles underpin all provisions in this Agreement:

- a. assisting employees to balance their work and private commitments;*
- b. providing a safe, secure and fair environment;*
- c. making the most efficient use of resources and supporting sustainable environmental management;*
- d. respecting and valuing diversity;*
- e. preventing discrimination;*
- f. ensuring freedom of association; and*
- g. behaving honestly.*

A2.2 Procedural fairness is to be observed in all employment decisions, so that:

- a. employees are given an opportunity to be heard and promptly advised of the decision;*
- b. those hearing an employee are unbiased;*
- c. any decision regarding the employee is based on sufficient evidence to support the decision; and*
- d. confidentiality and privacy is observed except where it would be inappropriate to do so.*

A2.3 While principles-based decision-making provides flexibility, it still requires the application of the Defence values and APS Values in the decision-making process. The APS Values, set out in section 10(1) of the PS Act, have evolved to reflect the greater flexibility, efficiency and business practices required by today's organisation. They not only shape an ethical and productive workplace culture – they also define our legal commitment to both the

government and the people we serve. The APS Values recognise this can only be achieved through trust, rather than increased procedure. Employees must, in turn, recognise that this level of trust comes with increased responsibility, and that any breach of the APS Values, or of the APS Code of Conduct, may result in serious penalty, or even dismissal, for those responsible.

Defence values – PLICIT

A2.4 Defence has a framework of values that reflects the long traditions and distinctive identities of the three Services and the APS. They underpin our corporate culture and contribute to achieving organisational goals. The Defence values – Professionalism, Loyalty, Integrity, Courage, Innovation and Teamwork (PLICIT) – have been formulated as a unifying factor across all facets of Defence. The Defence values work alongside the APS Values and the values of each of the single Services. They form the basis of the behaviours expected of all our people and leaders (both APS and ADF) in Defence.

Guaranteed facilities for union delegates

18. Most APS agreements contain prescriptive arrangements which guarantee union delegates access to use workplace facilities, infrastructure, technology and resources for the purposes of carrying out their role with their union. The common arrangement included in many EAs is at Attachment A.

Department of Human Services agreement**A1 NEGOTIATION OF WORKING HOURS**

- A1.1 An employee and their direct supervisor will together design and reach agreement on the employee's working hours, genuinely negotiating where necessary. These working hours may take the form of a pattern of ordinary hours of duty or a regular hours agreement.
- A1.2 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor will make all reasonable efforts to accommodate an employee's requests.
- A1.3 A regular hours agreement may be requested by an employee and, if approved, will apply for a specified period of 12 months unless a shorter period is requested by the employee.
- A1.4 An employee who requests a regular hours agreement will be advised in writing of the outcome of their request. Agreements will be jointly reviewed at the end of the period.

Processes

- A1.5 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor and employee will take into account a balance of:
 - (a) the employee's needs and preferences; and
 - (b) the capacity and needs of a team, workplace, or business line to meet its internal or external service delivery requirements.
- A1.6 A regular hours agreement will include start and finish times and lunch times.
- A1.7 Where requested by the employee, a regular hours agreement will be designed to include one or more planned day(s) off in a settlement period.
- A1.8 Where a direct supervisor cannot accommodate an employee's request in respect of a pattern of ordinary hours or a regular hours agreement, the direct supervisor will:
 - (a) discuss the reasons for the decision with the employee; and
 - (b) provide written reasons for the decision, if requested by the employee.
- A1.9 Where an employee and their direct supervisor cannot reach agreement on a pattern of ordinary hours or a regular hours agreement, the employee will continue to work in accordance with their existing pattern of ordinary hours or regular hours agreement until the end of the current settlement period.
- A1.10 At the end of the current settlement period, if agreement cannot be reached, the employee may choose:
 - (a) to work in accordance with a default regular hours option; or
 - (b) to continue their existing pattern of ordinary hours or regular hours agreement for a further settlement period, after which time the employee will work in accordance with a default regular hours option.
- A1.11 Default regular hours (for a full time employee) will apply in accordance with the options listed below that the Secretary determines best suits the work area:
 - (a) 8.30am to 5.00pm with 60 minute lunch break.
 - (b) commencement 15 minutes before the opening time of the workplace or 7.45am (whichever is the later), with a lunch break of 30, 45 or 60 minutes; or

- (c) finish 15 minutes after close of a customer contact period or 5.15pm (whichever is the earlier), with a lunch break of 30, 45 or 60 minutes.

Variations on negotiated hours

- A1.1 Employees will have at least four weeks notice for a change in arrangements unless the employee agrees to a lesser timeframe.
- A1.2 An employee may request changes to their pattern of ordinary hours or regular hours agreement at any stage.
- A1.3 The regular hours agreement may be varied, by agreement, between the Secretary and the employee.
- A1.4 The employee and their supervisor will meet and discuss the regular hours arrangements a month before the end date of the current regular hours agreement to enable discussion on continuing the regular hours agreement for a further 12 months or to negotiate new regular hours arrangements.

A2 ROSTERS

- A2.1 Rostering of some employees is essential to the department's primary function of quality service delivery. The department seeks to balance flexibility and certainty for employees and business areas, to assist in the design of quality jobs, a better work/life balance and a healthy and safe work environment.
- A2.2 The department will, in consultation with employees and their representatives, develop and agree a policy for rostering. This policy will include mechanisms to balance flexibility and certainty for employees including adequate breaks.

Principles

- A2.3 Rosters are designed through a process of genuine negotiation between an employee and their team leader/manager, taking into account the agreed pattern of hours.
- A2.4 Rosters will provide employees with adequate time to prepare for the day and pack up at the end of the day, meet and plan, undertake necessary reading, participate in training and other development activities, prepare for the introduction of changes, and include adequate breaks.
- A2.5 Employees and managers are encouraged to apply local, flexible work practices where possible to meet employee's short term or ad hoc work/life balance needs. Managers will make all reasonable efforts to accommodate those requests.

Application

- A2.6 This clause **Error! Reference source not found.** will apply to:
 - (a) workplaces or business lines (or parts thereof) that, on commencement of this Agreement, operate on a rostered basis; and
 - (b) other workplaces or business lines where the Secretary determines, in consultation with affected employees and their representatives (under clause A4) will operate on a rostered basis.
- A2.7 All rostered environments as described in **Error! Reference source not found.** will, at a minimum, include provision of:
 - (a) planned leave including flex time or planned days off;
 - (b) start and finish times;
 - (c) timing and duration of lunch and tea breaks;

- (d) preparation and pack up time totalling 15 minutes in a single day;
 - (e) a 5 minute break after each 60 minute continuous period of screen/telephony-based work where they are rostered to continue to perform that work for at least a further 15 minutes. The five minute screen-based equipment break will be used to perform other work related activities including appropriate health and well-being activities. This time may form part of a tea break.
- A2.8 The manner in which these are reflected in rosters will depend upon the rostering tool(s) used in each business area.
- A2.9 In locations where cash counting occurs, preparation and pack up time will be increased to 15 minutes preparation time and 15 minutes pack up time.
- A2.10 Where rosters are generated according to national business parameters, those rosters may also include scheduled activities and duration of those activities including:
- (a) face to face customer service;
 - (b) telephone and telephone support activities;
 - (c) follow-up and processing activities
 - (d) training (national and local);
 - (e) learning and development (in blocks of at least 30 minutes);
 - (f) team and one-to-one meetings; and/or
 - (g) other approved roles (such as HCO or HSR duties).

Processes

- A2.11 Rosters will apply for four week periods and may be negotiated up to 12 weeks in advance.
- A2.12 There are three phases in the development of rosters
- (a) identification of an employee's working hours preferences including agreed pattern of hours arrangements;
 - (b) development of draft rosters, and initial negotiation. During the initial negotiation phase, employees may genuinely negotiate changes with their supervisor; and
 - (c) distribution of final rosters and adjustments to final rosters subject to **Error! Reference source not found., Error! Reference source not found. and Error! Reference source not found..**
- A2.13 An employee may request changes to their roster (including scheduled activities outlined in subclause **Error! Reference source not found.**) at any stage.
- A2.14 Employees are encouraged to manage their own ad hoc changes to their roster by swapping with other employees. Agreement by the manager will not be unreasonably refused. Swaps of scheduled activities should not reduce overall task variety for employees during the roster period.
- A2.15 Where the department needs to change rosters due to operational requirements that were unforeseen prior to finalising the roster, the need for changes will be discussed with affected employees at the earliest opportunity. Genuine negotiation of rosters will explore options to meet the operational requirements and give employees reasonable notice of changes to working hours.
- A2.16 Subject to subclause **Error! Reference source not found.**, where changes to start or finish times are not agreed between an employee and their supervisor, and where notice of changes of at least 14 calendar days cannot be provided, the employee will be entitled to overtime

payments for hours that are worked before their previously agreed start time, or after their previously agreed finish time.

- A2.17 In the event that the department, or a workplace or business line within the department, needs to make variations to rostering or scheduling practices, the Secretary will consult with potentially affected employees and their representatives prior to implementing changes to those practices.

A3 HOURS OF SERVICE DELIVERY

- A3.1 The Secretary may determine hours of service delivery that will apply across the department, or in areas of the department.

- A3.2 The department may vary the hours of service delivery to meet customer demand.

- A3.3 If the department needs to vary hours of service delivery or establish new or varied customer service arrangements, and this variation will impact on the hours of duty worked by employees, the Secretary will communicate the business need and consult with potentially affected employees and their representatives, prior to implementing a change in service delivery hours, in accordance with clause A4 of this Agreement. In conducting consultation, the Secretary will consult on matters including, but not limited to:

- (a) staffing levels, and impacts on service levels;
- (b) security and occupational health and safety;
- (c) hours of duty, including rosters, regular hours arrangements and patterns of ordinary hours;
- (d) child care availability, proximity, suitability and costs;
- (e) availability, safety and proximity of public transport and parking; and
- (f) other options to assist existing staff manage changed hours, including recruitment of staff to work changed hours.

- A3.4 Where the Secretary establishes new or varied service delivery hours, the Secretary will not:

- (a) design an employee's pattern of attendance to include hours outside the bandwidth;
- (b) compel an employee to work on public holidays; or
- (c) place an employee in a 12-hour shift arrangement;

without the employee's consent.

- A3.1 The department will not roster staff to perform external customer contact duties, other than normal 24 hour / 7 day services, on the Saturday after Good Friday or any Saturdays that fall within the department's reduced activity period set out in clause **Error! Reference source not found.**

A4 CONSULTATION

- A4.1 The department respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether or not to join and be represented by a union in workplace matters.

- A4.2 Consultation means providing employees and their representatives with a bona fide opportunity to influence a decision-maker prior to a decision being made (where possible), and prior to the implementation of changes.

A4.3 The Secretary will consult with potentially affected employees and their representatives in accordance with this clause A4:

- (a) on the introduction of major changes (or proposed major changes) referred to in subclauses A4.4 and A4.5; and
- (b) on other workplace changes that will have an effect on employees referred to in subclause A4.6.

Major Change

A4.4 Where a decision is made to introduce major changes in program, organisation, structure or technology that are likely to have a significant effect on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes, and their representatives.

A4.5 Significant effects include (but are not limited to):

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

Other workplace changes

A4.6 Where a workplace change that is likely to have an effect on employees (but is not a major change) is proposed, the Secretary will notify potentially affected employees and their representatives.

Timing of consultation

A4.7 Where a decision is made by Government, or is made outside the department, consultation with employees prior to making the decision may not be practicable. In such cases, consultation under this clause A4 regarding the implementation of the decision will occur as early as is reasonably practicable.

A4.8 In other cases, consultation with employees under this clause A4 will occur as early as possible prior to making a decision.

Process

A4.9 The Secretary must consult with the employees affected and their representatives, by:

- (a) discussing the introduction of the major change or other workplace change;
- (b) discussing the effects the change is likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees;
- (c) seeking the feedback and input of affected employees and their representatives, about the changes or proposed changes; and
- (d) giving prompt consideration to feedback or input raised by the employees and their representatives, in relation to the changes or proposed changes.

- A4.10 Depending on the issue for consultation and the relevant workplace or workplaces, consultation may be general or specific, and may take the form of discussions, surveys, working groups, project teams, consultation meetings, other co-design approaches and/or the opportunity to make verbal or written comments.
- A4.11 Local managers will consult with their employees and their representatives on local workplace changes. Consultative arrangements may be formal or informal (for example, standing agenda items for team meetings, committees in larger workplaces, or informal meetings with local managers in smaller worksites). Issues raised at the local level may be referred to a more senior manager.
- A4.12 For the purpose of the discussions under subclause A4.9 and A4.10, the employees concerned and their representatives are to be provided in writing all relevant information about the changes or proposed changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.
- A4.13 The Secretary is not required to disclose confidential or commercially sensitive information to the employees or their representatives.
- A4.14 The Secretary will advise employees and their representatives about how their feedback or input was considered in the decision-making and/or implementation process, as relevant. This advice will be provided in writing, if requested.

Committees

- A4.15 The department will establish consultative committees to consult with unions about workplace changes at the service zone level or national level.
- A4.16 Service Zone Committees (including a National Office Committee), consisting of three management representatives and three union representatives, will meet at least three times per year and will deal with proposed changes within the Service Zone and implementation of Government decisions as they apply to the Service Zone. The Service Zone Committee may escalate relevant issues to the National Consultative Committee (NCC) or a subcommittee of the NCC.
- A4.17 The NCC will consist of four management and four union representatives, will meet quarterly, and will deal with proposed changes within the department, and implementation of Government decisions as they apply to the department. The NCC may establish subcommittees on an as needs basis to deal with issues that require specific attention.

Principles relating to workplace delegates – Majority of APS Agreements

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- *The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
- *Recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
- *The right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act*
- *The right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*

- *The right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
- *Undertaking their role and having union representation on an agency's workplace relations consultative committee;*
- *Reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
- *The right to address new employees about union membership at the time they enter employment;*
- *The right to consultation, and access to relevant information about the workplace and the agency; and*
- *The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- *Reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;*
- *Reasonable access to appropriate training in workplace relations matters including training provided by a union;*
- *Reasonable paid time off to represent union members in the agency at relevant union forums.*

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

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

FOI

From: s. 47F
Sent: Wednesday, 8 April 2015 5:40 PM
To: s. 47F
Subject: Examples of 'soft' arrangements in Cth enterprise agreements [DLM=Sensitive]
Attachments: Examples of soft arrangements in Cth enterprise agreements.docx

Sensitive

Hi s. 47F

I've put the attached together.

The included clauses are by no means the only examples.

Happy to add more if required.

Thanks

s. 47F

s. 47F

Assistant Director, Workplace Relations Policy
Workplace Relations Group

Australian Public Service Commission
Level 6, Aviation House, 16 Furzer Street, PHILLIP ACT 2606
P: s. 47F | F: s. 47F | E: s. 47F

EXAMPLES OF ‘SOFT’ ARRANGEMENTS IN COMMONWEALTH ENTERPRISE AGREEMENTS

Restriction on types of employment

Some APS enterprise agreements contain arrangements that purport to restrict the use of non-ongoing employment. For example:

Screen Australia Enterprise Agreement 2011-2014

Screen Australia may engage employees as fixed term employees where:

a) the specific job performed by the employee is not required to be performed on an ongoing basis, and is associated with fixed term programs and projects;

b) the skills and experience required are either:

for specified periods of time; or

for specified tasks.

c) industry sourced skills and experiences are required and there is an assumption that employees will return to that industry.

Examples of generous leave entitlements

Personal/Carer's Leave

The bulk of APS employees receive 15 to 18 days per annum, accruable. Some agencies have more generous arrangements than this:

- Department of Infrastructure: 25 days per annum, accruable
- Attorney-General's Department: 22 days per annum, accruable
- 13 APS Agencies (incl. 2 Departments): 20 days per annum, accruable

Community Service Volunteer Leave

- Some agencies provide their employees up to 5 days' paid leave per annum (non-accruable) to conduct volunteer work with a community organisation, provided they do not accept payment from that organisation.

Miscellaneous Leave

- The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish to and managers are not allowed to refuse reasonable requests to access this leave.
- Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house (i.e. employees are not expected to access their annual leave or flex leave instead).

Restrictions around evidence requirements for personal/carer's leave

Commonwealth Director of Public Prosecutions Enterprise Agreement

A Supervisor/Manager may request a medical certificate or statutory declaration for absences of less than 3 consecutive days, but only where they have informed the employee in advance of such a requirement.

Old Parliament House Enterprise Agreement

If the number of days without supporting evidence exceeds ten days in any accrual year, the Director (delegate) may require the employee to provide evidence for any further short absences for that accrual year. The Director (delegate) must inform the employee in advance in writing of any requirement for supporting evidence for short absences.

Restrictions around meeting times

National Film and Sound Archive Enterprise Agreement

To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30 am and finish by 5.00 pm.

IP Australia Enterprise Agreement

To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

Atypical allowances and other special payments

1. National Archives of Australia Enterprise Agreement

[For domestic and international travel]

*Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and **pet accommodation costs** incurred as a direct consequence of their travel on official duty.*

2. Department of Education and Department of Employment (formerly one agency – DEEWR)

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

a. APS 1- 3 employees will receive \$500

b. APS 4- EL 2 employees will receive \$200.

3. Australian Customs and Border Protection Service Enterprise Agreement

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the “Domestic Care Support Scheme.”

[Executive Level 1 officers]:

- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Business class travel for any flights over 2 hours’ duration.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

[Executive Level 2 officers]:

- All receive an annual ‘contact allowance’ in recognition that they may be called outside of normal work hours.
- Can home garage of a Commonwealth vehicle (where one is available and operationally necessary).
- Entitlement to park at work where they elect not to home garage a Commonwealth vehicle.
- Business class travel for any flights over 2 hours’ duration – OR – they may elect to take an economy class flight “downgrade” and receive a second economy class ticket so their spouse/partner can accompany them (providing any pricing gap is met by the employee).
- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

[District allowances]

Tiers	Tier Locations
Tier 1	Christmas Island, Gove, Thursday Island, Weipa
Tier 2	Broome, Dampier, Port Headland, Carnavon, Esperence, Port Lincoln
Tier 3	Townsville, Cairns, Bowen, Darwin, Burnie, Albany, Eden, Geraldton, Portland and Port Pirie
Tier 4	Mackay, Bunbury, Bundaberg, Coffs Harbour, Gladstone and Launceston

District Office Composite Allowance		
Tier 1 - no dependents	p.a.	11481.00
Tier 1 - one dependent		16836.00
Tier 1 - more than one dependent		19512.00
Tier 2 - no dependent		7613.00
Tier 2 - one dependent		10979.00
Tier 2 - more than one dependent		12664.00
Tier 3 - no dependent		3614.00
Tier 3 - one dependent		4927.00

Tier 3 - more than one dependent		5583.00
Tier 4 - no dependent		2530.00
Tier 4 - one dependent		2530.00

Locality Leave Allowance		
Tier 1	p.a.	7300.00
Tier 2		2475.00
Tier 3		1015.00
Tier 4		Nil

Consultation arrangements

Department of Human Services Enterprise Agreement 2011-14

APSC analysis: Against the APSC's advice, DHS included the following consultation arrangements in its current EA. DHS has subsequently been involved in matters before the Fair Work Commission on many occasions regarding consultation with staff over routine business changes to call centre rosters and other general workplace matters.

*A7.2 Consultation means providing employees and their representatives with a bona fide opportunity to influence a decision-maker **prior to a decision being made** (where possible), and prior to the implementation of changes.*

A7.3 The Secretary will consult with potentially affected employees and their representatives in accordance with this clause:

(a) on the introduction of major changes (or proposed major changes) referred to in subclauses A7.4 and A7.5; and

(b) on other workplace changes that will have an effect on employees referred to in subclause A7.6.

A7.6 Where a workplace change that is likely to have an effect on employees (but is not a major change) is proposed, the Secretary will notify potentially affected employees and their representatives.

Timing of consultation

A7.7 Where a decision is made by Government, or is made outside the department, consultation with employees prior to making the decision may not be practicable. In such cases, consultation under this clause A7 regarding the implementation of the decision will occur as early as is reasonably practicable.

A7.B In other cases, consultation with employees under this clause A7 will occur as early as possible prior to making a decision.

Australian Taxation Office Enterprise Agreement 2011-14

APSC analysis: The inclusion of the following clauses in the current ATO agreement has seen the ATO involved in matters before the Fair Work Commission on a regular basis. Cases have often revolved around changes to rosters and also how different employees interpret what represents a 'significant' matter. In one case, an employee launched a dispute because their manager did not consult them about the relocation of one of their colleagues from one work station to another.

Consultation on prospective decisions

2.2 *In line with the above principles, the ATO will undertake consultation with employees and their representatives, where practicable, in relation to prospective business decisions that significantly affect employees. This will normally include the context and/or reasons for the prospective decision and the potential impacts.*

3.9 *At the workplace level consultative arrangements with employees should be based on the following principles:*

- a) workplace issues should be discussed in a spirit of cooperation and trust;*
- b) employees should receive information on issues that significantly affect them;*
- c) managers are accountable for their area but, wherever practicable, employees should have an opportunity to contribute their views before managers implement decisions that will significantly affect them; and*
- d) there should be a direct relationship between managers and team members.*

Dispute resolution

Australian Taxation Office Enterprise Agreement 2011-14

APSC analysis: This agreement significantly expands on the model dispute resolution clause provided by the Fair Work Regulations (which is the clause recommended to agencies by the APSC). Several internal procedures are prescribed and time-limited. The Australian Services Union has launched several cases against the ATO for not meeting the timeframes or specific procedures outlined in this dispute resolution clause.

The following procedures will apply in the event of any disagreement about:

- a) the application or interpretation of this Agreement, or*
- b) the application of the NES;*

between the Commissioner and an affected employee or a group of affected employees (hereafter referred to as “the parties to the dispute”).

Where the parties to a dispute agree that it is appropriate, some or all of the steps in these procedures may be bypassed. If, having regard to the nature and urgency of the issue, efforts to resolve the matter at the workplace do not allow the matter to be dealt with in a timely fashion, a party to the dispute may refer it to FWA.

Step 1

The employee(s) will advise their National Program Manager (NPM) in writing that they are in dispute about an item in 145.6(a) or 145.6(b). Within 4 working days of receipt of that advice from the employee(s) the NPM shall arrange a conference which should take place as soon as practicable. The conference will be between the appropriate level of ATO Management and the employee(s) and, where they choose, their representative.

For the purposes of Step 1 the NPM will determine what “the appropriate level of ATO management” is.

The NPM will advise the employee(s) in writing of the position reached at the end of the Step 1 process in relation to the dispute and, where appropriate, advise the employee(s) of the next step in the dispute process including time frames for referring the matter to Step 2.

If this advice is not received within 10 working days (or such longer time as agreed) of the conference(s) held under this Step the employee(s) may commence action under Step 2.

If a referral has not been made under Step 2 within 10 working days (or such longer time as agreed) of the employee(s) being advised of the outcomes of the Step 1 dispute then the dispute will be considered to be finalised.

Step 2

If the matter cannot be resolved under Step 1, any party to the dispute may refer the matter to the FAC ATOP for resolution. If the request relates to a decision or action of the FAC ATOP the matter will be sent to the Commissioner for resolution.

To try to resolve the matter, the FAC ATOP (or Commissioner, if appropriate) will:

- a) within 4 working days of receipt of the referral, shall arrange a conference which should take place as soon as practicable and be attended by representatives of the FAC ATOP (or Commissioner, if appropriate) and the employee(s) concerned and/or their representatives if the employee(s) so requests, or*
- b) with the agreement of the employee(s) concerned initiate another dispute resolution mechanism (this may include mediation or any other agreed means).*

The FAC ATOP (or Commissioner, if appropriate) will advise the employee(s) in writing of the position reached at the end of the Step 2 process in relation to the dispute and, where appropriate, advise the employee(s) of the next step in the dispute process including time frames for referring the matter to Step 3.

If this advice is not received within 10 working days (or such longer time as agreed) of the conference(s) held under this Step a party to the dispute may commence action under Step 3.

If a referral has not been made under Step 3 within 10 working days (or such longer time as agreed) of the employee(s) being advised of the outcomes of the Step 2 dispute then the dispute will be considered to be finalised.

Step 3

If the matter cannot be resolved under Step 2, any party to the dispute may refer the matter to FWA for resolution (a copy of the referral notice is also to be sent to FAC ATOP).

Prior to any FWA hearing, the parties to the dispute will provide each other with relevant documents and information and an outline of the case that they will put to FWA at least 48 hours prior to the scheduled appearance.

National Film and Sound Archive Enterprise Agreement 2012-2014

This agreement expands on the model dispute resolution term, extending this to include policies, procedures and guidelines.

Disputes over the contents or application of new or varied policies, procedures and guidelines which support the application of this Agreement will be subject to the Dispute Resolution procedures of this Agreement.

Seeking to curb an agency head's power to terminate employment in redundancy scenarios

A majority of APS EAs include arrangements that seek to curb an agency head's power to terminate employment early whilst an employee is accessing a retention period in lieu of redundancy. This is inconsistent with Part 7.1(c)(ii) of the Bargaining Policy which requires that enterprise agreements not include:

...terms that contradict, alter or limit the effect of provisions in the Public Service Act 1999 or relevant employing legislation.

This is also inconsistent with Part 1.8.1 of the APS Redeployment Policy which states:

While agencies must retain the capacity to terminate an excess employee without agreement, this is very much a last resort power.

The following example from the **Australian Customs and Border Protection Service Enterprise Agreement** is common across APS enterprise agreements.

An excess employee who does not accept voluntary redundancy will not have their employment involuntarily terminated by the CEO under s.29 of the Public Service Act 1999, unless they otherwise agree, until a retention period has elapsed:

- *13 months where an employee has 20 or more years of service or is over 45 years of age; or*
- *7 months for other employees.*

Where the CEO believes there is insufficient productive work available for an excess employee during the retention period, the CEO may, with the agreement of the employee, terminate the employee's employment under s.29 of the Public Service Act 1999 and pay the balance of the retention period as a lump sum.

Guaranteed facilities for union delegates

Many EAs contain prescriptive (and potentially onerous) arrangements which guarantee union delegates access to use workplace facilities, infrastructure, technology and resources for the purposes of carrying out their role with their union. The common arrangement included in many EAs is at Attachment A.

Principles relating to workplace delegates

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- *The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
- *Recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
- *The right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act*
- *The right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*
- *The right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
- *Undertaking their role and having union representation on an agency's workplace relations consultative committee;*
- *Reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
- *The right to address new employees about union membership at the time they enter employment;*
- *The right to consultation, and access to relevant information about the workplace and the agency; and*
- *The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- *Reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;*
- *Reasonable access to appropriate training in workplace relations matters including training provided by a union;*
- *Reasonable paid time off to represent union members in the agency at relevant union forums.*

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

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

FOI

From: s. 47F
Sent: Monday, 13 April 2015 2:26 PM
To: LLOYD, John
Cc: BULL, Helen; s. 47F
Subject: FW: Examples of generous arrangements in Cth enterprise agreements.docx [SEC=UNCLASSIFIED]
Attachments: Examples of generous arrangements in Cth enterprise agreements.docx
Importance: High

Commissioner,

I hope this is the document you are seeking.

I have forwarded this to you from Helen Bull's email account.

I have left a message for s. 47F or Helen to call you – neither are available till about 2.30pm

s. 47F

From: s. 47F
Sent: Friday, 10 April 2015 9:13 AM
To: BULL, Helen
Cc: s. 47F
Subject: Examples of generous arrangements in Cth enterprise agreements.docx [SEC=UNCLASSIFIED]

Hi s. 47F

Revised as discussed yesterday.

s. 47F

s. 47F | Director Workplace Relations Policy
 Workplace Relations Group

Australian Public Service Commission
 Level 6, Aviation House, 16 Furzer Street, PHILLIP ACT 2606

P: s. 47F | E: s. 47F | W: www.apsc.gov.au

EXAMPLES OF ‘SOFT’ ARRANGEMENTS IN COMMONWEALTH ENTERPRISE AGREEMENTS

Overview

- Over the past decade, APS employees have enjoyed wage increases substantially above CPI.
- During this time, APS remuneration increases totalled 50.7 per cent, compared to CPI increases of 31.8 per cent. That is more than most other industries.
- In addition to these generous wages, Commonwealth public sector agreements have accumulated other generous terms and conditions. These go beyond those provided by minimum safety nets, often well above community standards.
- For example, Commonwealth superannuation arrangements deliver significant benefits over time compared to what employees would receive from the Superannuation Guarantee.

Annual income	\$60,000	\$80,000	\$90,000	\$100,000
9.5% contribution rate	\$5,700	\$7,600	\$8,550	\$9,500
15.4% contribution rate	\$9,240	\$12,320	\$13,860	\$15,400
Difference (per annum)	\$3,540	\$4,720	\$5,310	\$5,900
20-year difference*	\$70,800	\$94,400	\$106,200	\$118,000

* The ‘20 year difference’ calculation is the additional employer superannuation contribution to retirement capital over a 20 year period, excluding additional interest/fund earnings on those amounts.

- Some Commonwealth public sector agencies have agreed to provisions that go beyond even these generous terms and conditions. These include generous leave provisions, and restrictions on operational decision-making.
- Some examples of these provisions are outlined below.

Examples of generous leave entitlements

Personal/Carer’s Leave

The bulk of APS employees receive 15 to 18 days per annum, accruable. Some agencies have more generous arrangements than this:

- Department of Infrastructure: 25 days per annum, accruable
- Attorney-General’s Department: 22 days per annum, accruable
- 13 APS Agencies (incl. 2 Departments): 20 days per annum, accruable

Community Service Volunteer Leave

- Some agencies provide their employees up to 5 days’ paid leave per annum (non-accruable) to conduct volunteer work with a community organisation, provided they do not accept payment from that organisation.

Miscellaneous Leave

- The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish to and managers are not allowed to refuse reasonable requests to access this leave.

- Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house. i.e. employees are not expected to access their annual leave or flex leave instead.

Examples of unusual allowances and other special payments

Some agencies provide unusually generous entitlements for employees who travel as part of their official duties. For example:

- **National Archives of Australia Enterprise Agreement**

[For domestic and international travel]

*Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and **pet accommodation costs** incurred as a direct consequence of their travel on official duty.*

- **Department of Education and Department of Employment (formerly one agency – DEEWR)**

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

a. APS 1- 3 employees will receive \$500

b. APS 4- EL 2 employees will receive \$200.

- **Australian Customs and Border Protection Service Enterprise Agreement**

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the “Domestic Care Support Scheme.”

[Executive Level 1 officers]:

- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Business class travel for any flights over 2 hours’ duration.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

[Executive Level 2 officers]:

- All receive an annual ‘contact allowance’ in recognition that they may be called outside of normal work hours.
- Can home garage of a Commonwealth vehicle (where one is available and operationally necessary).
- Entitlement to park at work where they elect not to home garage a Commonwealth vehicle.
- Business class travel for any flights over 2 hours’ duration – OR – they may elect to take an economy class flight “downgrade” and receive a second economy class ticket

so their spouse/partner can accompany them; providing any pricing gap is met by the employee.

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Clauses that restrict operational decision-making

In addition to generous terms and conditions, many public sector agreements contain provisions that make it difficult for agencies to respond to changing government and community priorities.

- One Department reports that, due to a requirement in their enterprise agreement that any change to working patterns be with the agreement of the employee, they were unable to change shift rosters for 12 months, even when the work those employees were employed to do was no longer available.
- The Department of Human Services was involved in a lengthy and costly workers' compensation case linked to the requirement in its current enterprise agreement that employees must agree to their pattern of working hours.
- The Australian Taxation Office Enterprise Agreement limits the ability of the ATO even to move its employees to a new office within the same city.

112.2 To the fullest extent practicable the movement of employees will be on a voluntary basis.

112.3 Hardship factors will be considered in selecting employees to move. Where the ATO finds that the relocation would cause hardship for an employee, the ATO, as far as reasonably practicable, will seek alternatives to relocation.

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For moves between suburbs (including their immediate surrounds) or between the CBD and a suburb, employees will be given at least one month's notice of the need for them to move unless the employees and the delegate agree to a shorter or longer period.

112.5 If significant relocation costs are likely to be incurred, the employee will be entitled to one-off payment upon taking up duty in the new building;

a) for employees at or below the APS 3 level - \$1047 (and \$1068 from 21 June 2012, \$1079 from 3 January 2013, and \$1101 from 20 June 2013),

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To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

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Screen Australia may engage employees as fixed term employees where:

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Clauses that use a lot of words to say nothing of substance

Many APS enterprise agreements are not well-drafted. However, some have been drafted in such a way as to make it difficult for employees or managers to understand what, if any, entitlements they provide. For example, from the Defence Enterprise Agreement:

A2.1 To allow flexibility in decision-making, this Agreement provides a principles-based decisionmaking framework. The following principles underpin all provisions in this Agreement:

- a. assisting employees to balance their work and private commitments;*
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A2.2 Procedural fairness is to be observed in all employment decisions, so that:

- a. employees are given an opportunity to be heard and promptly advised of the decision;*
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A2.3 While principles-based decision-making provides flexibility, it still requires the application of the Defence values and APS Values in the decision-making process. The APS Values, set out in section 10(1) of the PS Act, have evolved to reflect the greater flexibility, efficiency and business practices required by today's organisation. They not only shape an ethical and productive workplace culture – they also define our legal commitment to both the government and the people we serve. The APS Values recognise this can only be achieved through trust, rather than increased procedure. Employees must, in turn, recognise that this level of trust comes with increased responsibility, and that any breach of the APS

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From: s. 47F
Sent: Monday, 13 April 2015 8:08 AM
To: s. 47F
Subject: FW: Examples of generous arrangements in Cth enterprise agreements.docx [SEC=UNCLASSIFIED]
Attachments: Examples of generous arrangements in Cth enterprise agreements.docx

From: BULL, Helen
Sent: Friday, 10 April 2015 4:16 PM
To: s. 47F
Subject: Examples of generous arrangements in Cth enterprise agreements.docx [SEC=UNCLASSIFIED]

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- The Department of Human Services was involved in a lengthy and costly workers' compensation case linked to the requirement in its current enterprise agreement that employees must agree to their pattern of working hours.
- The current DHS agreement provides lengthy provisions on negotiation of working hours. There are also lengthy provisions on consultation, including provisions that dictate how consultation will occur. (see Attachment A).
- The Australian Taxation Office Enterprise Agreement limits the ability of the ATO even to move its employees to a new office within the same city. This has been included in the agreement even though section 25 of the Public Service Act allows Agency Head's the unilateral power to determine the place or places that an APS employee will perform their duties.

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112.3 Hardship factors will be considered in selecting employees to move. Where the ATO finds that the relocation would cause hardship for an employee, the ATO, as far as reasonably practicable, will seek alternatives to relocation.

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efficiency and business practices required by today's organisation. They not only shape an ethical and productive workplace culture – they also define our legal commitment to both the government and the people we serve. The APS Values recognise this can only be achieved through trust, rather than increased procedure. Employees must, in turn, recognise that this level of trust comes with increased responsibility, and that any breach of the APS Values, or of the APS Code of Conduct, may result in serious penalty, or even dismissal, for those responsible.

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Department of Human Services agreement**A1 NEGOTIATION OF WORKING HOURS**

- A1.1 An employee and their direct supervisor will together design and reach agreement on the employee's working hours, genuinely negotiating where necessary. These working hours may take the form of a pattern of ordinary hours of duty or a regular hours agreement.
- A1.2 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor will make all reasonable efforts to accommodate an employee's requests.
- A1.3 A regular hours agreement may be requested by an employee and, if approved, will apply for a specified period of 12 months unless a shorter period is requested by the employee.
- A1.4 An employee who requests a regular hours agreement will be advised in writing of the outcome of their request. Agreements will be jointly reviewed at the end of the period.

Processes

- A1.5 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor and employee will take into account a balance of:
 - (a) the employee's needs and preferences; and
 - (b) the capacity and needs of a team, workplace, or business line to meet its internal or external service delivery requirements.
- A1.6 A regular hours agreement will include start and finish times and lunch times.
- A1.7 Where requested by the employee, a regular hours agreement will be designed to include one or more planned day(s) off in a settlement period.
- A1.8 Where a direct supervisor cannot accommodate an employee's request in respect of a pattern of ordinary hours or a regular hours agreement, the direct supervisor will:
 - (a) discuss the reasons for the decision with the employee; and
 - (b) provide written reasons for the decision, if requested by the employee.
- A1.9 Where an employee and their direct supervisor cannot reach agreement on a pattern of ordinary hours or a regular hours agreement, the employee will continue to work in accordance with their existing pattern of ordinary hours or regular hours agreement until the end of the current settlement period.
- A1.10 At the end of the current settlement period, if agreement cannot be reached, the employee may choose:
 - (a) to work in accordance with a default regular hours option; or
 - (b) to continue their existing pattern of ordinary hours or regular hours agreement for a further settlement period, after which time the employee will work in accordance with a default regular hours option.
- A1.11 Default regular hours (for a full time employee) will apply in accordance with the options listed below that the Secretary determines best suits the work area:
 - (a) 8.30am to 5.00pm with 60 minute lunch break.
 - (b) commencement 15 minutes before the opening time of the workplace or 7.45am (whichever is the later), with a lunch break of 30, 45 or 60 minutes; or

- (c) finish 15 minutes after close of a customer contact period or 5.15pm (whichever is the earlier), with a lunch break of 30, 45 or 60 minutes.

Variations on negotiated hours

- A1.1 Employees will have at least four weeks notice for a change in arrangements unless the employee agrees to a lesser timeframe.
- A1.2 An employee may request changes to their pattern of ordinary hours or regular hours agreement at any stage.
- A1.3 The regular hours agreement may be varied, by agreement, between the Secretary and the employee.
- A1.4 The employee and their supervisor will meet and discuss the regular hours arrangements a month before the end date of the current regular hours agreement to enable discussion on continuing the regular hours agreement for a further 12 months or to negotiate new regular hours arrangements.

A2 ROSTERS

- A2.1 Rostering of some employees is essential to the department's primary function of quality service delivery. The department seeks to balance flexibility and certainty for employees and business areas, to assist in the design of quality jobs, a better work/life balance and a healthy and safe work environment.
- A2.2 The department will, in consultation with employees and their representatives, develop and agree a policy for rostering. This policy will include mechanisms to balance flexibility and certainty for employees including adequate breaks.

Principles

- A2.3 Rosters are designed through a process of genuine negotiation between an employee and their team leader/manager, taking into account the agreed pattern of hours.
- A2.4 Rosters will provide employees with adequate time to prepare for the day and pack up at the end of the day, meet and plan, undertake necessary reading, participate in training and other development activities, prepare for the introduction of changes, and include adequate breaks.
- A2.5 Employees and managers are encouraged to apply local, flexible work practices where possible to meet employee's short term or ad hoc work/life balance needs. Managers will make all reasonable efforts to accommodate those requests.

Application

- A2.6 This clause **Error! Reference source not found.** will apply to:
 - (a) workplaces or business lines (or parts thereof) that, on commencement of this Agreement, operate on a rostered basis; and
 - (b) other workplaces or business lines where the Secretary determines, in consultation with affected employees and their representatives (under clause A4) will operate on a rostered basis.
- A2.7 All rostered environments as described in **Error! Reference source not found.** will, at a minimum, include provision of:
 - (a) planned leave including flex time or planned days off;
 - (b) start and finish times;
 - (c) timing and duration of lunch and tea breaks;

- (d) preparation and pack up time totalling 15 minutes in a single day;
 - (e) a 5 minute break after each 60 minute continuous period of screen/telephony-based work where they are rostered to continue to perform that work for at least a further 15 minutes. The five minute screen-based equipment break will be used to perform other work related activities including appropriate health and well-being activities. This time may form part of a tea break.
- A2.8 The manner in which these are reflected in rosters will depend upon the rostering tool(s) used in each business area.
- A2.9 In locations where cash counting occurs, preparation and pack up time will be increased to 15 minutes preparation time and 15 minutes pack up time.
- A2.10 Where rosters are generated according to national business parameters, those rosters may also include scheduled activities and duration of those activities including:
- (a) face to face customer service;
 - (b) telephone and telephone support activities;
 - (c) follow-up and processing activities
 - (d) training (national and local);
 - (e) learning and development (in blocks of at least 30 minutes);
 - (f) team and one-to-one meetings; and/or
 - (g) other approved roles (such as HCO or HSR duties).

Processes

- A2.11 Rosters will apply for four week periods and may be negotiated up to 12 weeks in advance.
- A2.12 There are three phases in the development of rosters
- (a) identification of an employee's working hours preferences including agreed pattern of hours arrangements;
 - (b) development of draft rosters, and initial negotiation. During the initial negotiation phase, employees may genuinely negotiate changes with their supervisor; and
 - (c) distribution of final rosters and adjustments to final rosters subject to **Error! Reference source not found., Error! Reference source not found. and Error! Reference source not found..**
- A2.13 An employee may request changes to their roster (including scheduled activities outlined in subclause **Error! Reference source not found.**) at any stage.
- A2.14 Employees are encouraged to manage their own ad hoc changes to their roster by swapping with other employees. Agreement by the manager will not be unreasonably refused. Swaps of scheduled activities should not reduce overall task variety for employees during the roster period.
- A2.15 Where the department needs to change rosters due to operational requirements that were unforeseen prior to finalising the roster, the need for changes will be discussed with affected employees at the earliest opportunity. Genuine negotiation of rosters will explore options to meet the operational requirements and give employees reasonable notice of changes to working hours.
- A2.16 Subject to subclause **Error! Reference source not found.**, where changes to start or finish times are not agreed between an employee and their supervisor, and where notice of changes of at least 14 calendar days cannot be provided, the employee will be entitled to overtime

payments for hours that are worked before their previously agreed start time, or after their previously agreed finish time.

- A2.17 In the event that the department, or a workplace or business line within the department, needs to make variations to rostering or scheduling practices, the Secretary will consult with potentially affected employees and their representatives prior to implementing changes to those practices.

A3 HOURS OF SERVICE DELIVERY

- A3.1 The Secretary may determine hours of service delivery that will apply across the department, or in areas of the department.

- A3.2 The department may vary the hours of service delivery to meet customer demand.

- A3.3 If the department needs to vary hours of service delivery or establish new or varied customer service arrangements, and this variation will impact on the hours of duty worked by employees, the Secretary will communicate the business need and consult with potentially affected employees and their representatives, prior to implementing a change in service delivery hours, in accordance with clause A4 of this Agreement. In conducting consultation, the Secretary will consult on matters including, but not limited to:

- (a) staffing levels, and impacts on service levels;
- (b) security and occupational health and safety;
- (c) hours of duty, including rosters, regular hours arrangements and patterns of ordinary hours;
- (d) child care availability, proximity, suitability and costs;
- (e) availability, safety and proximity of public transport and parking; and
- (f) other options to assist existing staff manage changed hours, including recruitment of staff to work changed hours.

- A3.4 Where the Secretary establishes new or varied service delivery hours, the Secretary will not:

- (a) design an employee's pattern of attendance to include hours outside the bandwidth;
- (b) compel an employee to work on public holidays; or
- (c) place an employee in a 12-hour shift arrangement;

without the employee's consent.

- A3.1 The department will not roster staff to perform external customer contact duties, other than normal 24 hour / 7 day services, on the Saturday after Good Friday or any Saturdays that fall within the department's reduced activity period set out in clause **Error! Reference source not found.**

A4 CONSULTATION

- A4.1 The department respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether or not to join and be represented by a union in workplace matters.

- A4.2 Consultation means providing employees and their representatives with a bona fide opportunity to influence a decision-maker prior to a decision being made (where possible), and prior to the implementation of changes.

A4.3 The Secretary will consult with potentially affected employees and their representatives in accordance with this clause A4:

- (a) on the introduction of major changes (or proposed major changes) referred to in subclauses A4.4 and A4.5; and
- (b) on other workplace changes that will have an effect on employees referred to in subclause A4.6.

Major Change

A4.4 Where a decision is made to introduce major changes in program, organisation, structure or technology that are likely to have a significant effect on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes, and their representatives.

A4.5 Significant effects include (but are not limited to):

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

Other workplace changes

A4.6 Where a workplace change that is likely to have an effect on employees (but is not a major change) is proposed, the Secretary will notify potentially affected employees and their representatives.

Timing of consultation

A4.7 Where a decision is made by Government, or is made outside the department, consultation with employees prior to making the decision may not be practicable. In such cases, consultation under this clause A4 regarding the implementation of the decision will occur as early as is reasonably practicable.

A4.8 In other cases, consultation with employees under this clause A4 will occur as early as possible prior to making a decision.

Process

A4.9 The Secretary must consult with the employees affected and their representatives, by:

- (a) discussing the introduction of the major change or other workplace change;
- (b) discussing the effects the change is likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees;
- (c) seeking the feedback and input of affected employees and their representatives, about the changes or proposed changes; and
- (d) giving prompt consideration to feedback or input raised by the employees and their representatives, in relation to the changes or proposed changes.

- A4.10 Depending on the issue for consultation and the relevant workplace or workplaces, consultation may be general or specific, and may take the form of discussions, surveys, working groups, project teams, consultation meetings, other co-design approaches and/or the opportunity to make verbal or written comments.
- A4.11 Local managers will consult with their employees and their representatives on local workplace changes. Consultative arrangements may be formal or informal (for example, standing agenda items for team meetings, committees in larger workplaces, or informal meetings with local managers in smaller worksites). Issues raised at the local level may be referred to a more senior manager.
- A4.12 For the purpose of the discussions under subclause A4.9 and A4.10, the employees concerned and their representatives are to be provided in writing all relevant information about the changes or proposed changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.
- A4.13 The Secretary is not required to disclose confidential or commercially sensitive information to the employees or their representatives.
- A4.14 The Secretary will advise employees and their representatives about how their feedback or input was considered in the decision-making and/or implementation process, as relevant. This advice will be provided in writing, if requested.

Committees

- A4.15 The department will establish consultative committees to consult with unions about workplace changes at the service zone level or national level.
- A4.16 Service Zone Committees (including a National Office Committee), consisting of three management representatives and three union representatives, will meet at least three times per year and will deal with proposed changes within the Service Zone and implementation of Government decisions as they apply to the Service Zone. The Service Zone Committee may escalate relevant issues to the National Consultative Committee (NCC) or a subcommittee of the NCC.
- A4.17 The NCC will consist of four management and four union representatives, will meet quarterly, and will deal with proposed changes within the department, and implementation of Government decisions as they apply to the department. The NCC may establish subcommittees on an as needs basis to deal with issues that require specific attention.

Principles relating to workplace delegates – Majority of APS Agreements

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- *The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
- *Recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
- *The right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act*
- *The right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*

- *The right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
- *Undertaking their role and having union representation on an agency's workplace relations consultative committee;*
- *Reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
- *The right to address new employees about union membership at the time they enter employment;*
- *The right to consultation, and access to relevant information about the workplace and the agency; and*
- *The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- *Reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;*
- *Reasonable access to appropriate training in workplace relations matters including training provided by a union;*
- *Reasonable paid time off to represent union members in the agency at relevant union forums.*

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

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

FOI

From: s. 47F
Sent: Monday, 4 May 2015 2:46 PM
To: s. 47F
Subject: FW: Examples of generous arrangements in Cth enterprise agreements.docx [SEC=UNCLASSIFIED]
Attachments: Examples of generous arrangements in Cth enterprise agreements.docx

From: BULL,Helen
Sent: Monday, 13 April 2015 2:59 PM
To: LLOYD,John
Cc: s. 47F
Subject: Examples of generous arrangements in Cth enterprise agreements.docx [SEC=UNCLASSIFIED]

Hi John

This is the electronic copy of the last version I sent you today.

Regards

Helen

EXAMPLES OF ‘SOFT’ ARRANGEMENTS IN COMMONWEALTH ENTERPRISE AGREEMENTS

Overview

1. Over the past decade, APS employees have enjoyed wage increases substantially above CPI.
2. During this time, APS remuneration increases totalled 50.7 per cent, compared to CPI increases of 31.8 per cent. That is more than most other industries.
3. In addition to these generous wages, Commonwealth public sector agreements have accumulated other generous terms and conditions. These go beyond those provided by minimum safety nets, often well above community standards.
4. For example, Commonwealth superannuation arrangements deliver significant benefits over time compared to what employees would receive from the Superannuation Guarantee.

Annual income	\$60,000	\$80,000	\$90,000	\$100,000
9.5% contribution rate	\$5,700	\$7,600	\$8,550	\$9,500
15.4% contribution rate	\$9,240	\$12,320	\$13,860	\$15,400
Difference (per annum)	\$3,540	\$4,720	\$5,310	\$5,900
20-year difference*	\$70,800	\$94,400	\$106,200	\$118,000

* The ‘20 year difference’ calculation is the additional employer superannuation contribution to retirement capital over a 20 year period, excluding additional interest/fund earnings on those amounts.

5. Some Commonwealth public sector agencies have agreed to provisions that go beyond even these generous terms and conditions. These include generous leave provisions, and restrictions on operational decision-making.
6. Some examples of these provisions are outlined below.

Examples of generous leave entitlements

Personal/Carer’s Leave

7. The bulk of APS employees receive 15 to 18 days per annum, accruable. Some agencies have more generous arrangements than this:
 - a. Department of Infrastructure: 25 days per annum, accruable
 - b. Attorney-General’s Department: 22 days per annum, accruable
 - c. 13 APS Agencies (incl. 2 Departments): 20 days per annum, accruable

Community Service Volunteer Leave

8. Some agencies provide their employees up to 5 days’ paid leave per annum (non-accruable) to conduct volunteer work with a community organisation, provided they do not accept payment from that organisation.

Miscellaneous Leave

9. The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish to and managers are not allowed to refuse reasonable requests to access this leave.

10. Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house. i.e. employees are not expected to access their annual leave or flex leave instead.

Examples of unusual allowances and other special payments

11. Some agencies provide unusually generous entitlements for employees who travel as part of their official duties. For example:

National Archives of Australia Enterprise Agreement

[For domestic and international travel]

*Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and **pet accommodation costs** incurred as a direct consequence of their travel on official duty.*

12. Approximately 40% of APS agreements provide allowances to promote 'health and well-being'. The majority of these allowance are less than \$300 per annum. Some examples of those which are greater:

Workplace Gender Equity Agency

229. Effective 1 July 2012, employees shall be entitled to claim reimbursement for Health, Wellness and Fitness expenses to a maximum value of \$900 each financial year (July to June), including GST. The terms and conditions of this entitlement are specified in the EOWA Health, Wellness and Fitness Policy.

Department of Education and Department of Employment (formerly one agency – DEEWR)

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

- a. APS 1- 3 employees will receive \$500*
- b. APS 4- EL 2 employees will receive \$200.*

13. Other generous/unusual allowances include provisions providing for extra money to pay for childcare in school holidays, for example the Comsuper agreement; to be relocated on retirement in the Defence agreement and a range of expense and travel provisions in the Customs agreement.

Comsuper Agreement

54. SCHOOL HOLIDAY CARE

54.1 ComSuper will pay a school holiday care allowance to eligible employees for a maximum of two weeks per calendar year during the July/August school holidays and between Christmas and New Year.

54.2 School holiday care allowance is \$25 gross per day for each child of school age placed in approved child care while the parent is at work at Com Super. Where more than one parent works for ComSuper, they must both be at work at ComSuper on a day that a claim is made

and only one claim per day for each child will be paid. The maximum allowance that may be paid is \$250 per Week per employee or employee couple.

54.3 An employee who is on Personal Leave due to their own injury or illness may still be eligible for the allowance. A medical certificate will be required in support of a claim for the allowance.

54.4 School holiday care is care provided by a service which is approved by the Department of Families, Housing, Community Services and Indigenous Affairs to receive Child Care Benefit payments.

54.5 Employees employed on a short term non-ongoing basis will not have access to the allowance.

Defence Enterprise Agreement

Relocation on retirement

H6.1 This provision is limited to those employees who retire, are retired, or who die shortly after accepting an inter-city relocation, which was as a result of an organisational element of Defence being relocated. In such circumstances, the Secretary may approve a request for reimbursement of reasonable removal and transport expenses associated with returning the employee and/or their spouse/partner/dependants to another locality. These provisions do not operate to provide all employees with a retirement/death benefit, and applications made in respect of otherwise eligible employees should be limited to:

- a. compassionate grounds, such as employees who die within five years of their relocation, where surviving dependants would be left without the support of immediate family or close friends;*
- b. employees who retire within five years of a relocation, where such a provision was provided for in that relocation package; or*
- c. situations in which, within five years of relocation, suitable work is no longer available to the employee.*

Australian Customs and Border Protection Service Enterprise Agreement

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the “Domestic Care Support Scheme.”

[Executive Level 1 officers]:

- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Business class travel for any flights over 2 hours’ duration.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

[Executive Level 2 officers]:

- All receive an annual ‘contact allowance’ in recognition that they may be called outside of normal work hours.
- Can home garage of a Commonwealth vehicle (where one is available and operationally necessary).

- Entitlement to park at work where they elect not to home garage a Commonwealth vehicle.
- Business class travel for any flights over 2 hours' duration – OR – they may elect to take an economy class flight “downgrade” and receive a second economy class ticket so their spouse/partner can accompany them; providing any pricing gap is met by the employee.
- Airline lounge membership if the employee is required to conduct any travel for official purposes.
- Entitlement to a minimum of four days' paid absence per year without deduction from leave credits.

Clauses that restrict operational decision-making

14. In addition to generous terms and conditions, many public sector agreements contain provisions that make it difficult for agencies to respond to changing government and community priorities.

- a. One Department reports that, due to a requirement in their enterprise agreement that any change to working patterns be with the agreement of the employee, they were unable to change shift rosters for 12 months, even when the work those employees were employed to do was no longer available.
- b. The Department of Human Services agreement provides lengthy provisions on negotiation of working hours. There are also lengthy provisions on consultation, including provisions that dictate how consultation will occur. (see Attachment A).
- c. The Australian Taxation Office Enterprise Agreement limits the ability of the ATO even to move its employees to a new office within the same city. This has been included in the agreement even though section 25 of the Public Service Act allows Agency Head's the unilateral power to determine the place or places that an APS employee will perform their duties.

112.2 To the fullest extent practicable the movement of employees will be on a voluntary basis.

112.3 Hardship factors will be considered in selecting employees to move. Where the ATO finds that the relocation would cause hardship for an employee, the ATO, as far as reasonably practicable, will seek alternatives to relocation.

...

For moves between suburbs (including their immediate surrounds) or between the CBD and a suburb, employees will be given at least one month's notice of the need for them to move unless the employees and the delegate agree to a shorter or longer period.

112.5 If significant relocation costs are likely to be incurred, the employee will be entitled to one-off payment upon taking up duty in the new building;

a) for employees at or below the APS 3 level - \$1047 (and \$1068 from 21 June 2012, \$1079 from 3 January 2013, and \$1101 from 20 June 2013),

b) for employees at or above the APS 4 level \$696 (and \$710 from 21 June 2012, \$717 from 3 January 2013, and \$731 from 20 June 2013).

...

112.6 Managers may allow employees up to 3 days leave where this is necessary to arrange

personal matters associated with the move.

15. Some enterprise agreements even dictate the times at which meetings can be scheduled. An example from the IP Australia agreement:

To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30 am and finish by 5.00 pm.

To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

16. Some APS enterprise agreements also contain arrangements that purport to restrict the use of non-ongoing employment. For example:

Screen Australia may engage employees as fixed term employees where:

- a) the specific job performed by the employee is not required to be performed on an ongoing basis, and is associated with fixed term programs and projects;*
- b) the skills and experience required are either:

 - a. for specified periods of time; or*
 - b. for specified tasks; or**
- c) industry sourced skills and experiences are required and there is an assumption that employees will return to that industry.*

Clauses that use a lot of words to say nothing of substance

17. Many APS enterprise agreements are not well-drafted. However, some have been drafted in such a way as to make it difficult for employees or managers to understand what, if any, entitlements they provide. For example, from the Defence Enterprise Agreement:

A2.1 To allow flexibility in decision-making, this Agreement provides a principles-based decision making framework. The following principles underpin all provisions in this Agreement:

- a. assisting employees to balance their work and private commitments;*
- b. providing a safe, secure and fair environment;*
- c. making the most efficient use of resources and supporting sustainable environmental management;*
- d. respecting and valuing diversity;*
- e. preventing discrimination;*
- f. ensuring freedom of association; and*
- g. behaving honestly.*

A2.2 Procedural fairness is to be observed in all employment decisions, so that:

- a. employees are given an opportunity to be heard and promptly advised of the decision;*
- b. those hearing an employee are unbiased;*
- c. any decision regarding the employee is based on sufficient evidence to support the decision; and*
- d. confidentiality and privacy is observed except where it would be inappropriate to do so.*

A2.3 While principles-based decision-making provides flexibility, it still requires the application of the Defence values and APS Values in the decision-making process. The APS Values, set out in section 10(1) of the PS Act, have evolved to reflect the greater flexibility, efficiency and business practices required by today's organisation. They not only shape an ethical and productive workplace culture – they also define our legal commitment to both the

government and the people we serve. The APS Values recognise this can only be achieved through trust, rather than increased procedure. Employees must, in turn, recognise that this level of trust comes with increased responsibility, and that any breach of the APS Values, or of the APS Code of Conduct, may result in serious penalty, or even dismissal, for those responsible.

Defence values – PLICIT

A2.4 Defence has a framework of values that reflects the long traditions and distinctive identities of the three Services and the APS. They underpin our corporate culture and contribute to achieving organisational goals. The Defence values – Professionalism, Loyalty, Integrity, Courage, Innovation and Teamwork (PLICIT) – have been formulated as a unifying factor across all facets of Defence. The Defence values work alongside the APS Values and the values of each of the single Services. They form the basis of the behaviours expected of all our people and leaders (both APS and ADF) in Defence.

Guaranteed facilities for union delegates

18. Most APS agreements contain prescriptive arrangements which guarantee union delegates access to use workplace facilities, infrastructure, technology and resources for the purposes of carrying out their role with their union. The common arrangement included in many EAs is at Attachment A.

Department of Human Services agreement**A1 NEGOTIATION OF WORKING HOURS**

- A1.1 An employee and their direct supervisor will together design and reach agreement on the employee's working hours, genuinely negotiating where necessary. These working hours may take the form of a pattern of ordinary hours of duty or a regular hours agreement.
- A1.2 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor will make all reasonable efforts to accommodate an employee's requests.
- A1.3 A regular hours agreement may be requested by an employee and, if approved, will apply for a specified period of 12 months unless a shorter period is requested by the employee.
- A1.4 An employee who requests a regular hours agreement will be advised in writing of the outcome of their request. Agreements will be jointly reviewed at the end of the period.

Processes

- A1.5 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor and employee will take into account a balance of:
 - (a) the employee's needs and preferences; and
 - (b) the capacity and needs of a team, workplace, or business line to meet its internal or external service delivery requirements.
- A1.6 A regular hours agreement will include start and finish times and lunch times.
- A1.7 Where requested by the employee, a regular hours agreement will be designed to include one or more planned day(s) off in a settlement period.
- A1.8 Where a direct supervisor cannot accommodate an employee's request in respect of a pattern of ordinary hours or a regular hours agreement, the direct supervisor will:
 - (a) discuss the reasons for the decision with the employee; and
 - (b) provide written reasons for the decision, if requested by the employee.
- A1.9 Where an employee and their direct supervisor cannot reach agreement on a pattern of ordinary hours or a regular hours agreement, the employee will continue to work in accordance with their existing pattern of ordinary hours or regular hours agreement until the end of the current settlement period.
- A1.10 At the end of the current settlement period, if agreement cannot be reached, the employee may choose:
 - (a) to work in accordance with a default regular hours option; or
 - (b) to continue their existing pattern of ordinary hours or regular hours agreement for a further settlement period, after which time the employee will work in accordance with a default regular hours option.
- A1.11 Default regular hours (for a full time employee) will apply in accordance with the options listed below that the Secretary determines best suits the work area:
 - (a) 8.30am to 5.00pm with 60 minute lunch break.
 - (b) commencement 15 minutes before the opening time of the workplace or 7.45am (whichever is the later), with a lunch break of 30, 45 or 60 minutes; or

- (c) finish 15 minutes after close of a customer contact period or 5.15pm (whichever is the earlier), with a lunch break of 30, 45 or 60 minutes.

Variations on negotiated hours

- A1.1 Employees will have at least four weeks notice for a change in arrangements unless the employee agrees to a lesser timeframe.
- A1.2 An employee may request changes to their pattern of ordinary hours or regular hours agreement at any stage.
- A1.3 The regular hours agreement may be varied, by agreement, between the Secretary and the employee.
- A1.4 The employee and their supervisor will meet and discuss the regular hours arrangements a month before the end date of the current regular hours agreement to enable discussion on continuing the regular hours agreement for a further 12 months or to negotiate new regular hours arrangements.

A2 ROSTERS

- A2.1 Rostering of some employees is essential to the department's primary function of quality service delivery. The department seeks to balance flexibility and certainty for employees and business areas, to assist in the design of quality jobs, a better work/life balance and a healthy and safe work environment.
- A2.2 The department will, in consultation with employees and their representatives, develop and agree a policy for rostering. This policy will include mechanisms to balance flexibility and certainty for employees including adequate breaks.

Principles

- A2.3 Rosters are designed through a process of genuine negotiation between an employee and their team leader/manager, taking into account the agreed pattern of hours.
- A2.4 Rosters will provide employees with adequate time to prepare for the day and pack up at the end of the day, meet and plan, undertake necessary reading, participate in training and other development activities, prepare for the introduction of changes, and include adequate breaks.
- A2.5 Employees and managers are encouraged to apply local, flexible work practices where possible to meet employee's short term or ad hoc work/life balance needs. Managers will make all reasonable efforts to accommodate those requests.

Application

- A2.6 This clause **Error! Reference source not found.** will apply to:
 - (a) workplaces or business lines (or parts thereof) that, on commencement of this Agreement, operate on a rostered basis; and
 - (b) other workplaces or business lines where the Secretary determines, in consultation with affected employees and their representatives (under clause A4) will operate on a rostered basis.
- A2.7 All rostered environments as described in **Error! Reference source not found.** will, at a minimum, include provision of:
 - (a) planned leave including flex time or planned days off;
 - (b) start and finish times;
 - (c) timing and duration of lunch and tea breaks;

- (d) preparation and pack up time totalling 15 minutes in a single day;
 - (e) a 5 minute break after each 60 minute continuous period of screen/telephony-based work where they are rostered to continue to perform that work for at least a further 15 minutes. The five minute screen-based equipment break will be used to perform other work related activities including appropriate health and well-being activities. This time may form part of a tea break.
- A2.8 The manner in which these are reflected in rosters will depend upon the rostering tool(s) used in each business area.
- A2.9 In locations where cash counting occurs, preparation and pack up time will be increased to 15 minutes preparation time and 15 minutes pack up time.
- A2.10 Where rosters are generated according to national business parameters, those rosters may also include scheduled activities and duration of those activities including:
- (a) face to face customer service;
 - (b) telephone and telephone support activities;
 - (c) follow-up and processing activities
 - (d) training (national and local);
 - (e) learning and development (in blocks of at least 30 minutes);
 - (f) team and one-to-one meetings; and/or
 - (g) other approved roles (such as HCO or HSR duties).

Processes

- A2.11 Rosters will apply for four week periods and may be negotiated up to 12 weeks in advance.
- A2.12 There are three phases in the development of rosters
- (a) identification of an employee's working hours preferences including agreed pattern of hours arrangements;
 - (b) development of draft rosters, and initial negotiation. During the initial negotiation phase, employees may genuinely negotiate changes with their supervisor; and
 - (c) distribution of final rosters and adjustments to final rosters subject to **Error! Reference source not found., Error! Reference source not found. and Error! Reference source not found..**
- A2.13 An employee may request changes to their roster (including scheduled activities outlined in subclause **Error! Reference source not found.**) at any stage.
- A2.14 Employees are encouraged to manage their own ad hoc changes to their roster by swapping with other employees. Agreement by the manager will not be unreasonably refused. Swaps of scheduled activities should not reduce overall task variety for employees during the roster period.
- A2.15 Where the department needs to change rosters due to operational requirements that were unforeseen prior to finalising the roster, the need for changes will be discussed with affected employees at the earliest opportunity. Genuine negotiation of rosters will explore options to meet the operational requirements and give employees reasonable notice of changes to working hours.
- A2.16 Subject to subclause **Error! Reference source not found.**, where changes to start or finish times are not agreed between an employee and their supervisor, and where notice of changes of at least 14 calendar days cannot be provided, the employee will be entitled to overtime

payments for hours that are worked before their previously agreed start time, or after their previously agreed finish time.

- A2.17 In the event that the department, or a workplace or business line within the department, needs to make variations to rostering or scheduling practices, the Secretary will consult with potentially affected employees and their representatives prior to implementing changes to those practices.

A3 HOURS OF SERVICE DELIVERY

- A3.1 The Secretary may determine hours of service delivery that will apply across the department, or in areas of the department.

- A3.2 The department may vary the hours of service delivery to meet customer demand.

- A3.3 If the department needs to vary hours of service delivery or establish new or varied customer service arrangements, and this variation will impact on the hours of duty worked by employees, the Secretary will communicate the business need and consult with potentially affected employees and their representatives, prior to implementing a change in service delivery hours, in accordance with clause A4 of this Agreement. In conducting consultation, the Secretary will consult on matters including, but not limited to:

- (a) staffing levels, and impacts on service levels;
- (b) security and occupational health and safety;
- (c) hours of duty, including rosters, regular hours arrangements and patterns of ordinary hours;
- (d) child care availability, proximity, suitability and costs;
- (e) availability, safety and proximity of public transport and parking; and
- (f) other options to assist existing staff manage changed hours, including recruitment of staff to work changed hours.

- A3.4 Where the Secretary establishes new or varied service delivery hours, the Secretary will not:

- (a) design an employee's pattern of attendance to include hours outside the bandwidth;
- (b) compel an employee to work on public holidays; or
- (c) place an employee in a 12-hour shift arrangement;

without the employee's consent.

- A3.1 The department will not roster staff to perform external customer contact duties, other than normal 24 hour / 7 day services, on the Saturday after Good Friday or any Saturdays that fall within the department's reduced activity period set out in clause **Error! Reference source not found.**

A4 CONSULTATION

- A4.1 The department respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether or not to join and be represented by a union in workplace matters.

- A4.2 Consultation means providing employees and their representatives with a bona fide opportunity to influence a decision-maker prior to a decision being made (where possible), and prior to the implementation of changes.

A4.3 The Secretary will consult with potentially affected employees and their representatives in accordance with this clause A4:

- (a) on the introduction of major changes (or proposed major changes) referred to in subclauses A4.4 and A4.5; and
- (b) on other workplace changes that will have an effect on employees referred to in subclause A4.6.

Major Change

A4.4 Where a decision is made to introduce major changes in program, organisation, structure or technology that are likely to have a significant effect on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes, and their representatives.

A4.5 Significant effects include (but are not limited to):

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

Other workplace changes

A4.6 Where a workplace change that is likely to have an effect on employees (but is not a major change) is proposed, the Secretary will notify potentially affected employees and their representatives.

Timing of consultation

A4.7 Where a decision is made by Government, or is made outside the department, consultation with employees prior to making the decision may not be practicable. In such cases, consultation under this clause A4 regarding the implementation of the decision will occur as early as is reasonably practicable.

A4.8 In other cases, consultation with employees under this clause A4 will occur as early as possible prior to making a decision.

Process

A4.9 The Secretary must consult with the employees affected and their representatives, by:

- (a) discussing the introduction of the major change or other workplace change;
- (b) discussing the effects the change is likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees;
- (c) seeking the feedback and input of affected employees and their representatives, about the changes or proposed changes; and
- (d) giving prompt consideration to feedback or input raised by the employees and their representatives, in relation to the changes or proposed changes.

- A4.10 Depending on the issue for consultation and the relevant workplace or workplaces, consultation may be general or specific, and may take the form of discussions, surveys, working groups, project teams, consultation meetings, other co-design approaches and/or the opportunity to make verbal or written comments.
- A4.11 Local managers will consult with their employees and their representatives on local workplace changes. Consultative arrangements may be formal or informal (for example, standing agenda items for team meetings, committees in larger workplaces, or informal meetings with local managers in smaller worksites). Issues raised at the local level may be referred to a more senior manager.
- A4.12 For the purpose of the discussions under subclause A4.9 and A4.10, the employees concerned and their representatives are to be provided in writing all relevant information about the changes or proposed changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.
- A4.13 The Secretary is not required to disclose confidential or commercially sensitive information to the employees or their representatives.
- A4.14 The Secretary will advise employees and their representatives about how their feedback or input was considered in the decision-making and/or implementation process, as relevant. This advice will be provided in writing, if requested.

Committees

- A4.15 The department will establish consultative committees to consult with unions about workplace changes at the service zone level or national level.
- A4.16 Service Zone Committees (including a National Office Committee), consisting of three management representatives and three union representatives, will meet at least three times per year and will deal with proposed changes within the Service Zone and implementation of Government decisions as they apply to the Service Zone. The Service Zone Committee may escalate relevant issues to the National Consultative Committee (NCC) or a subcommittee of the NCC.
- A4.17 The NCC will consist of four management and four union representatives, will meet quarterly, and will deal with proposed changes within the department, and implementation of Government decisions as they apply to the department. The NCC may establish subcommittees on an as needs basis to deal with issues that require specific attention.

Principles relating to workplace delegates – Majority of APS Agreements

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- *The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
- *Recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
- *The right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act*
- *The right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*

- *The right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
- *Undertaking their role and having union representation on an agency's workplace relations consultative committee;*
- *Reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
- *The right to address new employees about union membership at the time they enter employment;*
- *The right to consultation, and access to relevant information about the workplace and the agency; and*
- *The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- *Reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;*
- *Reasonable access to appropriate training in workplace relations matters including training provided by a union;*
- *Reasonable paid time off to represent union members in the agency at relevant union forums.*

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

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

FOI

From: s. 47F
Sent: Thursday, 9 April 2015 10:44 AM
To: s. 47F
Subject: FW: Examples of 'soft' arrangements in Cth enterprise agreements [DLM=Sensitive]
Attachments: Examples of soft arrangements in Cth enterprise agreements.docx

Sensitive

Hi

Helen has asked for some examples of "soft" agreement content for the Commissioner's article – in addition to what's in the attached, are there any other clangers that come to mind immediately?

s. 47F

From: s. 47F
Sent: Wednesday, 8 April 2015 5:40 PM
To: s. 47F
Subject: Examples of 'soft' arrangements in Cth enterprise agreements [DLM=Sensitive]

Sensitive

Hi s. 47F

I've put the attached together.

The included clauses are by no means the only examples.

Happy to add more if required.

Thanks

s. 47F

s. 47F

Assistant Director, Workplace Relations Policy
 Workplace Relations Group

Australian Public Service Commission

Level 6, Aviation House, 16 Furzer Street, PHILLIP ACT 2606

P: s. 47F | F: s. 47F | E: s. 47F

EXAMPLES OF ‘SOFT’ ARRANGEMENTS IN COMMONWEALTH ENTERPRISE AGREEMENTS

Examples of generous leave entitlements

Personal/Carer’s Leave

The bulk of APS employees receive 15 to 18 days per annum, accruable. Some agencies have more generous arrangements than this:

- Department of Infrastructure: 25 days per annum, accruable
- Attorney-General’s Department: 22 days per annum, accruable
- 13 APS Agencies (incl. 2 Departments): 20 days per annum, accruable

Community Service Volunteer Leave

- Some agencies provide their employees up to 5 days’ paid leave per annum (non-accruable) to conduct volunteer work with a community organisation, provided they do not accept payment from that organisation.

Miscellaneous Leave

- The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish to and managers are not allowed to refuse reasonable requests to access this leave.
- Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house. i.e. employees are not expected to access their annual leave or flex leave instead.

Restrictions on meeting times

National Film and Sound Archive Enterprise Agreement

To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30 am and finish by 5.00 pm.

IP Australia Enterprise Agreement

To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

Atypical allowances and other special payments

1. National Archives of Australia Enterprise Agreement

[For domestic and international travel]

*Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and **pet accommodation costs** incurred as a direct consequence of their travel on official duty.*

2. Department of Education and Department of Employment (formerly one agency – DEEWR)

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

a. APS 1- 3 employees will receive \$500

b. APS 4- EL 2 employees will receive \$200.

3. Australian Customs and Border Protection Service Enterprise Agreement

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the “Domestic Care Support Scheme.”

[Executive Level 1 officers]:

- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Business class travel for any flights over 2 hours’ duration.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

[Executive Level 2 officers]:

- All receive an annual ‘contact allowance’ in recognition that they may be called outside of normal work hours.
- Can home garage of a Commonwealth vehicle (where one is available and operationally necessary).
- Entitlement to park at work where they elect not to home garage a Commonwealth vehicle.
- Business class travel for any flights over 2 hours’ duration – OR – they may elect to take an economy class flight “downgrade” and receive a second economy class ticket so their spouse/partner can accompany them; providing any pricing gap is met by the employee.
- Airline lounge membership if the employee is required to conduct any travel for official purposes.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

[District allowances]

- Employees receive these allowances where they are required to move to these locations for a fixed term.

Tiers	Tier Locations
Tier 1	Christmas Island, Gove, Thursday Island, Weipa
Tier 2	Broome, Dampier, Port Headland, Carnavon, Esperence, Port Lincoln

Tier 3	Townsville, Cairns, Bowen, Darwin, Burnie, Albany, Eden, Geraldton, Portland and Port Pirie
Tier 4	Mackay, Bunbury, Bundaberg, Coffs Harbour, Gladstone and Launceston

District Office Composite Allowance		
Tier 1 - no dependents	p.a.	11481.00
Tier 1 - one dependent		16836.00
Tier 1 - more than one dependent		19512.00
Tier 2 - no dependent		7613.00
Tier 2 - one dependent		10979.00
Tier 2 - more than one dependent		12664.00
Tier 3 - no dependent		3614.00
Tier 3 - one dependent		4927.00
Tier 3 - more than one dependent		5583.00
Tier 4 - no dependent		2530.00
Tier 4 - one dependent		2530.00

Locality Leave Allowance		
Tier 1	p.a.	7300.00
Tier 2		2475.00
Tier 3		1015.00
Tier 4		Nil

Restriction on types of employment

Some APS enterprise agreements contain arrangements that purport to restrict the use of non-ongoing employment. For example:

Screen Australia Enterprise Agreement 2011-2014

Screen Australia may engage employees as fixed term employees where:

- a) the specific job performed by the employee is not required to be performed on an ongoing basis, and is associated with fixed term programs and projects;*
- b) the skills and experience required are either:*
 - for specified periods of time; or*
 - for specified tasks.*
- c) industry sourced skills and experiences are required and there is an assumption that employees will return to that industry.*

Restrictions around evidence requirements for personal/carer's leave

Commonwealth Director of Public Prosecutions Enterprise Agreement

A Supervisor/Manager may request a medical certificate or statutory declaration for absences of less than 3 consecutive days, but only where they have informed the employee in advance of such a requirement.

Old Parliament House Enterprise Agreement

If the number of days without supporting evidence exceeds ten days in any accrual year, the Director (delegate) may require the employee to provide evidence for any further short absences for that accrual year. The Director (delegate) must inform the employee in advance in writing of any requirement for supporting evidence for short absences.

Guaranteed facilities for union delegates

Most EAs contain prescriptive (and potentially onerous) arrangements which guarantee union delegates access to use workplace facilities, infrastructure, technology and resources for the purposes of carrying out their role with their union. The common arrangement included in many EAs is at Attachment A.

Principles relating to workplace delegates

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- *The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
- *Recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
- *The right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act*
- *The right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*
- *The right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
- *Undertaking their role and having union representation on an agency's workplace relations consultative committee;*
- *Reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
- *The right to address new employees about union membership at the time they enter employment;*
- *The right to consultation, and access to relevant information about the workplace and the agency; and*
- *The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

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

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

FOI

From: s. 47F
Sent: Wednesday, 8 April 2015 10:51 AM
To: s. 47F
Subject: RE: Commissioner's article - examples [SEC=UNCLASSIFIED]

Most certainly. 😊

From: s. 47F
Sent: Wednesday, 8 April 2015 10:38 AM
To: s. 47F
Subject: Commissioner's article - examples [SEC=UNCLASSIFIED]

Hi s. 47F

Could you please pull together (I know you've already got some from previous work) some examples of the more outrageous terms and conditions in public sector EAs?

The Commissioner wants to write an article about "soft" agreements.

I don't believe he wants us to draft the article, but we can give him some themes and examples. I thought you might have some obvious ones from the last week or so – pet accommodation; most of the CSIRO agreement; most of the ATO agreement...some of the more generous personal/carers leave provisions.

Thanks,

s. 47F | **Director Workplace Relations Policy**
Workplace Relations Group

Australian Public Service Commission
 Level 6, Aviation House, 16 Furzer Street, PHILLIP ACT 2606

P: s. 47F | **E:** s. 47F | **W:** www.apsc.gov.au

FOI

From: s. 47F
Sent: Thursday, 9 April 2015 12:07 PM
To: s. 47F
Subject: RE: Examples of 'soft' arrangements in Cth enterprise agreements [DLM=Sensitive]

Sensitive

I offer you this gem from Defence:

H6 Relocation on retirement

H6.1 This provision is limited to those employees who retire, are retired, or who die shortly after accepting an inter-city relocation, which was as a result of an organisational element of Defence being relocated. In such circumstances, the Secretary may approve a request for reimbursement of reasonable removal and transport expenses associated with returning the employee and/or their spouse/partner/dependants to another locality. These provisions do not operate to provide all employees with a retirement/death benefit, and applications made in respect of otherwise eligible employees should be limited to:

- a. compassionate grounds, such as employees who die within five years of their relocation, where surviving dependants would be left without the support of immediate family or close friends;
- b. employees who retire within five years of a relocation, where such a provision was provided for in that relocation package; or
- c. situations in which, within five years of relocation, suitable work is no longer available to the employee.

From: s. 47F
Sent: Thursday, 9 April 2015 11:57 AM
To: s. 47F
Subject: RE: Examples of 'soft' arrangements in Cth enterprise agreements [DLM=Sensitive]

Sensitive

Omg airconditioning.

Thank you, these need to be included!

From: S. 47F
 Sent: Thursday, 9 April 2015 11:57 AM
 To: S. 47F
 Subject: RE: Examples of 'soft' arrangements in Cth enterprise agreements [DLM=Sensitive]

Sensitive

Hi S. 47F

The ATO's provisions around intra-city moves are pretty soft – while there is some discretion in them, the fact they exist at all is problematic:

112. Permanent relocation of employees between offices

Intra-city Transfers

112.1 Employees and their representatives will be consulted at the earliest practicable stage regarding any ATO initiated proposal to permanently move employees between buildings in the same city.

112.2 To the fullest extent practicable the movement of employees will be on a voluntary basis.

112.3 Hardship factors will be considered in selecting employees to move. Where the ATO finds that the relocation would cause hardship for an employee, the ATO, as far as reasonably practicable, will seek alternatives to relocation.

For the purposes of this clause the hardship factors to be considered may include, but are not limited to:

- a) Personal circumstances such as caring responsibilities
- b) Medical issues
- c) Issues arising from a spouse's employment
- d) Reasonable travel time

- e) Additional costs or financial commitments
- f) Education/training commitments
- g) Problems in a prior location
- h) Childcare arrangements

112.4 Where the move is within a central business district (CBD) or within a suburb, (including its immediate surrounds) employees will be given as much notice as is reasonably practicable of the need to move.

For moves between suburbs (including their immediate surrounds) or between the CBD and a suburb, employees will be given at least one month's notice of the need for them to move unless the employees and the delegate agree to a shorter or longer period

Where the factors that give rise to hardship are of a temporary nature the delegate will consider a longer period of notice of the need to move.

112.5 If significant relocation costs are likely to be incurred, the employee will be entitled to one-off payment upon taking up duty in the new building;

- a) for employees at or below the APS 3 level - \$1047 (and \$1068 from 21 June 2012, \$1079 from 3 January 2013, and \$1101 from 20 June 2013),
- b) for employees at or above the APS 4 level \$696 (and \$710 from 21 June 2012, \$717 from 3 January 2013, and \$731 from 20 June 2013).

For the purpose of this clause the employee's level is their actual classification level at the date of the move.

112.6 Managers may allow employees up to 3 days leave where this is necessary to arrange

personal matters associated with the move.

112.7 It is not expected that significant relocation costs would be incurred or leave required where the move is within a CBD or suburb. However, each case will be considered on its merits and the provisions of sub-clauses 112.5 and 112.6 are not precluded where it is clearly demonstrated that significant relocation costs are likely to be incurred and/or leave is required.

They also have a number of clauses on WHS issues, including this one, which places requirements on the ATO to provide info to committees:

128. Procedures for air-conditioned workplaces

128.1 Site Safety Forums will be provided with advice on the testing and maintenance of air conditioning systems.

This advice will be in the form of a report that will detail the regular program of testing.

128.2 Should the testing for bacteria counts be outside the relevant standard the ATO will comply with Comcare Fact Sheet No 40 – Legionnaires disease – December 2001 (or its successor) which allows for further testing and for the provision of advice.

128.3 Health and safety representatives will, upon request, be provided with information

BOM is also a gold mine for soft provisions – this is one where they set up JCC when they are going through major change – if the JCC can't reach agreement it goes through to the Fair Work Commission:

47.4 As part of the consultative process under clause 47, and where change proposals are sufficiently substantial to warrant it, the Bureau will establish a

Joint Consultative Committee (JCC) including making arrangements for the participation and funding of employee representatives.

47.4.1 The JCC shall comprise relevant representatives of the parties to this Agreement. The JCC may determine to invite other parties, or individuals, to participate on the JCC for a specific issue or period of time. The Bureau will resource employee members of the JCC by providing paid time off to participate at and prepare for JCC meetings and where appropriate, cover costs of travel and accommodation.

47.4.2 In the event the JCC is unable to reach agreement on a particular proposal or issue, any party to this Agreement can refer the matter for resolution through clause 49 Dispute Resolution Procedures. In this circumstance the preliminary steps before referral of a matter to Fair Work Australia outlined in sub clause 49.3, will be deemed to have occurred.

And just one from BOM that just highlights agreements contain pointless statements:

The Bureau and its employees agree that they will strive to promote and maintain a safe workplace and work environment, one that is safe and without risk to health.

s. 47F

From: s. 47F
 Sent: Thursday, 9 April 2015 10:44 AM
 To: s. 47F
 Subject: FW: Examples of 'soft' arrangements in Cth enterprise agreements [DLM=Sensitive]

Sensitive

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Thanks

s. 47F

s. 47F

Assistant Director, Workplace Relations Policy

Workplace Relations Group

Australian Public Service Commission

Level 6, Aviation House, 16 Furzer Street, PHILLIP ACT 2606

P: s. 47F | F: s. 47F | E: s. 47F

FOI

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practicable, will seek alternatives to relocation.

For the purposes of this clause the hardship factors to be considered may include, but are not limited to:

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- b) Medical issues
- c) Issues arising from a spouse's employment
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P: s. 47F | F: s. 47F | E: s. 47F

FOI

From: s. 47F
Sent: Thursday, 9 April 2015 12:11 PM
To: s. 47F
Subject: RE: Examples of 'soft' arrangements in Cth enterprise agreements [DLM=Sensitive]

Sensitive

Or this:

A8 The Environment

Principle

A8.1 The activities undertaken by Defence have an impact on the environment, not least because Defence is the Australian Government's biggest user of energy. Defence and the unions are committed to implementing practical measures, consistent with Government policy, to reduce Defence's carbon footprint, promote environmental sustainability, minimise the unnecessary consumption of resources and reduce operational and administrative costs through a range of improved workplace practices.

Employees, as individuals and in groups, will make a positive contribution to improving Defence's environmental management. For its part, Defence is committed to being a leader in sustainable environmental management and to providing the opportunity for employee contributions to environmental management through its Environmental Management System (EMS). Defence is committed to developing employment conditions that encourage environmental responsibility.

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For the purposes of this clause the hardship factors to be considered may include, but are not limited to:

- a) Personal circumstances such as caring responsibilities
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Sensitive

¶ I'll stop picking on them after this, but here's my final contribution from Defence:

C3 Implementation of organisational change

C3.1 Change Manager. A change manager is to be appointed to manage implementation of the organisational change. The Secretary may appoint the change manager. Once appointed, the change manager and their supervisor are to agree that a new KER be added to the performance agreement to reflect the change manager's role and responsibility.

C3.2 Staff Transition Plan. The change manager is to develop a Staff Transition Plan in consultation with affected employees and their representatives. The change manager should also engage at the earliest opportunity with their Group HR Director and Redeployment and Redundancy Case Managers to establish the level of support likely to be required in assisting employees affected by the change.

C3.3 The Staff Transition Plan should be a "living document" which is issued in draft form as early as possible in the change process, then progressively updated and re-approved as additional information becomes available.

A Staff Transition Plan must include:

- a. an outline of why the change is occurring;
- b. the principles for managing employees during the change management process;
- c. the communication and consultation plan to be implemented during the organisational change process, including opportunities for individual dialogue;
- d. the roles and responsibilities of individuals tasked with action within the plan;
- e. the sequence and timeframe of arrangements for managing the transition of employees from existing to new organisational structures;
- f. a detailed description of the support to be provided to affected employees, in accordance with

C3.6, including case management services and the points in the process when these services are likely to become available, once the staff transition plan has been approved; and

g. whether and how other Groups and APS agencies will be consulted for assistance with reassignment options.

C3.4 Where the change affects only a small number of employees, the amount of detail required in any plans would be commensurate.

C3.5 The Secretary may approve the Staff Transition Plan. The Staff Transition Plan must not be implemented without the approval of the Secretary.

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EXAMPLES OF ‘SOFT’ ARRANGEMENTS IN COMMONWEALTH ENTERPRISE AGREEMENTS

Examples of generous leave entitlements

Personal/Carer’s Leave

The bulk of APS employees receive 15 to 18 days per annum, accruable. Some agencies have more generous arrangements than this:

- Department of Infrastructure: 25 days per annum, accruable
- Attorney-General’s Department: 22 days per annum, accruable
- 13 APS Agencies (incl. 2 Departments): 20 days per annum, accruable

Community Service Volunteer Leave

- Some agencies provide their employees up to 5 days’ paid leave per annum (non-accruable) to conduct volunteer work with a community organisation, provided they do not accept payment from that organisation.

Miscellaneous Leave

- The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish to and managers are not allowed to refuse reasonable requests to access this leave.
- Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house. i.e. employees are not expected to access their annual leave or flex leave instead.

Restrictions on meeting times

National Film and Sound Archive Enterprise Agreement

To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30 am and finish by 5.00 pm.

IP Australia Enterprise Agreement

To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

Atypical allowances and other special payments

1. National Archives of Australia Enterprise Agreement

[For domestic and international travel]

*Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and **pet accommodation costs** incurred as a direct consequence of their travel on official duty.*

2. Department of Education and Department of Employment (formerly one agency – DEEWR)

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

- a. APS 1- 3 employees will receive \$500*
- b. APS 4- EL 2 employees will receive \$200.*

3. Australian Customs and Border Protection Service Enterprise Agreement

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the “Domestic Care Support Scheme.”

[Executive Level 1 officers]:

- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Business class travel for any flights over 2 hours’ duration.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

[Executive Level 2 officers]:

- All receive an annual ‘contact allowance’ in recognition that they may be called outside of normal work hours.
- Can home garage of a Commonwealth vehicle (where one is available and operationally necessary).
- Entitlement to park at work where they elect not to home garage a Commonwealth vehicle.
- Business class travel for any flights over 2 hours’ duration – OR – they may elect to take an economy class flight “downgrade” and receive a second economy class ticket so their spouse/partner can accompany them; providing any pricing gap is met by the employee.
- Airline lounge membership if the employee is required to conduct any travel for official purposes.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

[District allowances]

- Employees receive these allowances where they are required to move to these locations for a fixed term.

Tiers	Tier Locations
Tier 1	Christmas Island, Gove, Thursday Island, Weipa
Tier 2	Broome, Dampier, Port Headland, Carnarvon, Esperance, Port Lincoln

Tier 3	Townsville, Cairns, Bowen, Darwin, Burnie, Albany, Eden, Geraldton, Portland and Port Pirie
Tier 4	Mackay, Bunbury, Bundaberg, Coffs Harbour, Gladstone and Launceston

District Office Composite Allowance		
Tier 1 - no dependents	p.a.	11481.00
Tier 1 - one dependent		16836.00
Tier 1 - more than one dependent		19512.00
Tier 2 - no dependent		7613.00
Tier 2 - one dependent		10979.00
Tier 2 - more than one dependent		12664.00
Tier 3 - no dependent		3614.00
Tier 3 - one dependent		4927.00
Tier 3 - more than one dependent		5583.00
Tier 4 - no dependent		2530.00
Tier 4 - one dependent		2530.00

Locality Leave Allowance		
Tier 1	p.a.	7300.00
Tier 2		2475.00
Tier 3		1015.00
Tier 4		Nil

Restriction on types of employment

Some APS enterprise agreements contain arrangements that purport to restrict the use of non-ongoing employment. For example:

Screen Australia Enterprise Agreement 2011-2014

Screen Australia may engage employees as fixed term employees where:

- a) the specific job performed by the employee is not required to be performed on an ongoing basis, and is associated with fixed term programs and projects;*
- b) the skills and experience required are either:*
 - for specified periods of time; or*
 - for specified tasks.*
- c) industry sourced skills and experiences are required and there is an assumption that employees will return to that industry.*

Restrictions around evidence requirements for personal/carer's leave

Commonwealth Director of Public Prosecutions Enterprise Agreement

A Supervisor/Manager may request a medical certificate or statutory declaration for absences of less than 3 consecutive days, but only where they have informed the employee in advance of such a requirement.

Old Parliament House Enterprise Agreement

If the number of days without supporting evidence exceeds ten days in any accrual year, the Director (delegate) may require the employee to provide evidence for any further short absences for that accrual year. The Director (delegate) must inform the employee in advance in writing of any requirement for supporting evidence for short absences.

Other generous or unusual content

- The **Australian Taxation Office Enterprise Agreement** includes generous provisions for employees relocated within the same city:

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b) for employees at or above the APS 4 level \$696 (and \$710 from 21 June 2012, \$717 from 3 January 2013, and \$731 from 20 June 2013).

...

112.6 Managers may allow employees up to 3 days leave where this is necessary to arrange personal matters associated with the move.

- The **Defence Enterprise Collective Agreement** makes the following commitments about Defence's impact on the environment.

The activities undertaken by Defence have an impact on the environment, not least because Defence is the Australian Government's biggest user of energy. Defence and the unions are committed to implementing practical measures, consistent with Government policy, to reduce Defence's carbon footprint, promote environmental sustainability, minimise the unnecessary consumption of resources and reduce operational and administrative costs through a range of improved workplace practices.

Employees, as individuals and in groups, will make a positive contribution to improving Defence's environmental management. For its part, Defence is committed to being a leader in sustainable environmental management and to providing the opportunity for employee contributions to environmental management through its Environmental Management System (EMS). Defence is committed to developing employment conditions that encourage environmental responsibility.

Guaranteed facilities for union delegates

Most APS agreements contain prescriptive arrangements which guarantee union delegates access to use workplace facilities, infrastructure, technology and resources for the purposes of carrying out their role with their union. The common arrangement included in many EAs is at Attachment A.

Principles relating to workplace delegates

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- *The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
- *Recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
- *The right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act*
- *The right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*
- *The right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
- *Undertaking their role and having union representation on an agency's workplace relations consultative committee;*
- *Reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
- *The right to address new employees about union membership at the time they enter employment;*
- *The right to consultation, and access to relevant information about the workplace and the agency; and*
- *The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- *Reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;*
- *Reasonable access to appropriate training in workplace relations matters including training provided by a union;*
- *Reasonable paid time off to represent union members in the agency at relevant union forums.*

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

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

FOI

Subject: 4:00 Examples of 'soft' arrangements in Commonwealth enterprise agreements [Helen B & s. 47F] [SEC=UNCLASSIFIED]
Location: Exec Boardroom
Start: Mon 13/04/2015 4:00 PM
End: Mon 13/04/2015 4:30 PM
Show Time As: Tentative
Recurrence: (none)
Meeting Status: Not yet responded
Organizer: LLOYD,John
Required Attendees: BULL,Helen; s. 47F

FOI

From: BULL,Helen
Sent: Monday, 9 February 2015 1:17 PM
To: LLOYD,John
Cc: FOSTER,Stephanie; s. 47F
Subject: Example of 'soft' APS agreements [SEC=UNCLASSIFIED]

John

You requested some examples of 'soft' APS enterprise agreements. Most APS agreements contain some provisions that could be categorised as 'soft' or 'generous'.

We have pulled out the bigger and more industrially sensitive agencies by way of example. We have summarised the key issues in the current agreements and also provided a link to the full agreement if you wish to look in more detailed. For some of these agencies we now have draft new agreements which would comply with the Policy. In those cases we have provided a copy of the proposed new agreement.

Happy to discuss further should you wish.

Regards

Helen

Australian Taxation Office

Status

- APSC has provided comments and informally assessed draft agreement as consistent with the policy.
- Approved remuneration proposal: 3 x 0.8%

Current ATO EA: <https://www.fwc.gov.au/documents/documents/agreements/fwa/AE889771.pdf>

Some points of interest in current agreement

- The ATO agreement contains a great deal of prescriptive detail, including around leave, professional development, relocation and work/life balance.
- A lot of provisions dealing with working arrangements have to be agreed with employees
- The agreement contains a number of specific provisions dealing with EL2 employees and provides a \$1500 'professional allowance'.
- Staff who move offices within a location eg Sydney can receive time off work (up to three days) and a compensatory allowance
- Health and well-being allowance of \$300
- Christmas shutdown but still work only 36.75 standard hours
- Additional leave is provided for some employees in remote localities.
- Employer superannuation contribution is based on 101% of salary

Proposed ATO EA:



ATO EA - Draft -
21 June 2015.docx

- We have assessed this draft as consistent with the Policy – noting that it retains the following clauses. The ATO has removed a significant amount of restrictive content in preparing this draft.

- We consider these clauses to not be inconsistent, however have advised the ATO that they may receive Ministerial scrutiny:
 - a. Salary for superannuation is calculated at 101% of the employee's salary.
 - b. Professional Allowance of \$1640 per annum. Paid to EL2 employees to assist with the purchase of good or services that help maintain or increase their level of professionalism.
 - c. Permanent Relocation of Employees between Offices - where the ATO requires an employee to permanently move between building in the same city the employee is entitled to:
 - A one off payment of \$731 for APS 4 level employees and above or \$1101 for APS 3 employees and below.
 - 3 days paid leave where necessary to arrange personal matters associated with the move.

Department of Human Services (DHS)

Status

- Have received approval for remuneration offer averaging 1.38% or 1.5%.

Issues

- Protected industrial action ballot is approved; result declared 17 November 2014. A minor level of industrial action has occurred at specific sites.
- The current EA contains a lot of highly prescriptive and restrictive content.

Current DHS EAs:

- General employees: <https://www.fwc.gov.au/documents/documents/agreements/fwa/AE890392.pdf>
- Medical officers: <https://www.fwc.gov.au/documents/documents/agreements/fwa/AE400452.pdf>

Some points of interest in current agreement

- Both agreements contain an extensive list of remote localities, each of which attracts additional benefits include extra annual leave and allowances.
- Very restrictive work practices. No arrangements can be changed without the agreement of the employee. They have recently lost some workers' compensation cases based on non-compliance with these strict conditions.
- Very restrictive consultation clauses both generally but also related to managing redundancies.
- Very prescriptive processes around decision making, rostering, working hours, managing excess staff
- Each agreement provides two \$500 bonus payments in anticipation of major change the Department will experience.
- Neither agreement requires a minimum qualifying period for payment of higher duties allowance.
- Department reports that restriction in agreement does affect their operations.
- Total agreement is 126 pages in length

Proposed DHS EA (General employees):



Microsoft
Word 2010

Department of Defence

Status

- Remuneration proposal is currently with Finance.

Issues.

- Over successive bargains, the Defence enterprise agreement has grown to be a very large and complex document, which includes significant amounts of prescriptive and restrictive processes and general departmental policies. Given the wages policy, negotiating this content out of the agreement will be a significant challenge.

Current Defence EA: <https://www.fwc.gov.au/documents/documents/agreements/fwa/AE893129.pdf>

Some points of interest in current agreement

- 9 page section about 'defence environment'
- 20 pages on performance management
- Includes provisions which are dealt with in other legislation eg work health and safety matters
- Detailed provisions on staffing levels
- Significant detail about structures and processes.

Immigration/ Customs

Status/Issues

- Complexity of merging agencies as a result of MoG changes.
- Progressing separate remuneration proposals, but the bargaining teams seem to be coming together. APSC is of the view that discussions need to occur involving both agencies.
- The Immigration remuneration proposal is with Finance (0.7; 0.7; 0.61) but Finance has indicated it cannot properly assess until the MoG outcomes are clear. The Customs remuneration proposal close to going to Finance, and are proposing 2% on commencement.
- General workforce unrest at present with the introduction of mandatory drug testing; uniforms; dress codes; a range of other new workforce policies; and the proposed relocation of the Department.

Current EAs:

Immigration: <https://www.fwc.gov.au/documents/documents/agreements/fwa/AE888602.pdf>

Some points of interest in current agreement

- Extensive and detailed provisions governing consultation.
- Annual maritime arrivals allowance of between \$5000 and \$30000 for identified employees deployed to an Immigration Detention Facility or other location as part of a regular, planned and
- Executive extended commitment allowance of \$11,500 per annum payable to an Executive Level or equivalent employee who works unusually long hours for a sustained period.

Customs: <https://www.fwc.gov.au/documents/documents/agreements/fwa/AE890227.pdf>

Some points of interest in current agreement

- A large amount of operational detail governing customs is set out in legislation and instruments under legislation. Nonetheless the agreement is still over 120 pages long.
- Includes a 2 page aspirational preamble to the agreement. Over 30 pages detailing a large number of allowances.
- Specific provisions for customs level 4 and 5 employees in recognition of their importance to the agency, including additional leave, airline club membership and business class travel, spouse accompanied travel
- Annual lump sum bonus payments for employees at top of salary bands, subject to performance appraisal requirements.

Agriculture

Status/issues

- Remuneration proposal sent to Finance on 3 February for affordability assessment (no formal APSC approval, but 'comfortable' with productivity side).
- The assessed remuneration increase in the agreement proposes 2.5% over three years, with an average remuneration increase in the agreement (ARIA) calculation of 0.83% per annum.
- The current enterprise agreement is highly restrictive and very generous. For example, there is no medical certification required for personal leave, and there appears to be no discretion to refuse applications for 'moving house days.'

Current EA: <https://www.fwc.gov.au/documents/documents/agreements/fwa/AE890178.pdf>

Some points of interest in current agreement

- Almost 160 pages long, including 40 pages for meat inspectors.
- 20 days personal leave.
- Extra duty in the field allowance.
- Productivity payment of \$1050, with the possibility of an additional payment of \$750 if unscheduled absence targets met.

Employment Portfolio**Department***Status*

- Remuneration proposal approved by APSC and rejected by employees in December 2014.
- Average Remuneration Increase in Agreement (ARIA) of 0.47%.

The productivity initiatives and cash savings: removal of the half-day Christmas closedown, increased working hours, removal of healthy lifestyle payment, and reduced staffing linked to the increased working hours initiative.

Agreement put to employee vote in December 2014. Agreement rejected by employees.

Current EA: <https://www.fwc.gov.au/documents/documents/agreements/fwa/AE894557.pdf>

Some points of interest in current agreement

- Accelerated advancement for legal officers through a broadband that extends from APS 3 to EL1; can advance three salary points per cycle. Separate schedule for legal officer arrangements.

Draft EA approved by the Minister in December 2014:

**Fair Work Ombudsman***Status*

- Approved remuneration proposal - average of 1.5% over a three year agreement (1% on commencement and a further 1% at 12 and 24 months, plus 2 x 0.75% contingent on reaching unscheduled absence targets in 2016 and 2017).
- This proposal was later revised (by reducing the second contingent payment to 0.5% (to bring the headline figure to under 1.5% per annum.

- Current agreement is relatively generous and restrictive.

Current EA: <https://www.fwc.gov.au/documents/documents/agreements/fwa/AE887749.pdf>

Some points of interest in current agreement

- 0.75% productivity payment on commencement.
- Cashing out of excess flex credits in certain circumstances
- Generous TOIL arrangements
- 18 days personal leave

Department of the Prime Minister and Cabinet

Status

- Remuneration proposal: average increase of 1.09%, based on a new salary structure with 1.5% salary advancement increments; and aligning travel allowances.

Issues

- MoG changes have resulted in a complex mix of 10 sets of terms and conditions operating simultaneously – including from the former Department of FAHCSIA and preserved arrangements from DEEWR, Immigration and Health.
- Remuneration offer was provided to staff 4 Feb 2015. CPSU response: the proposed cuts to conditions and rights far outweigh the benefits.
- The current PM&C enterprise agreement is relatively streamlined, however the former FAHCSIA agreement is an example of a very generous and restrictive agreement. The majority of the CPSU's members are employees covered by the current FAHCSIA agreement.

Current PM&C EA: <https://www.fwc.gov.au/documents/documents/agreements/fwa/AE886348.pdf>

Some points of interest in current agreement

- 18 days personal leave
- Salaries at higher level than FAHCSIA.

FAHCSIA EA: <https://www.fwc.gov.au/documents/documents/agreements/fwa/AE893483.pdf>

Some points of interest in current agreement

- Legal officer and public affairs broadbands with faster salary advancement.
- Easter closedown – staff leave at 3pm on Easter Thursday
- 20 days personal leave
- Productivity payments - \$875 payable at the start of the agreement in recognition of efficiencies realised from the roll out of new IT and other productivity measures; \$750 in second year of agreement connected to participation in performance appraisal process.

Members Of Parliament Staff

Status/Issues

- This agreement covers the staff of all Commonwealth Members of Parliament; who are employed directly by their employing member on behalf of the Commonwealth. The agreement is administered by Finance.
- Current EA reaches its nominal expiry date mid-2015. Contains a number of very generous provisions.
- Bargaining tends to be a highly political process. Historically, Senators and Members have made successful approaches to the Minister on behalf of their employees seeking concessions from the Government's bargaining policy of the day.

Current EA: <https://www.fwc.gov.au/documents/documents/agreements/fwa/AE894665.pdf>

Some points of interest in current agreement

- Parliamentary staff allowance and electoral allowances paid in recognition of hours of work of up to \$30,990 p.a; with no requirement to keep records of actual time worked.
- Separate annual 'retention bonus' of 1%

Airservices Australia (Air Traffic Controllers)

Status/Issues

- Current enterprise agreement reaches its nominal expiry date in November 2015.
- Concern about possibility of disruptive industrial action.
- Current agreement is highly prescriptive and generous.

Current EA: <https://www.fwc.gov.au/documents/documents/agreements/fwa/AE898492.pdf>

Some points of interest in current agreement

- Agreement establishes an Employee Grievance Board – with a chair agreed with the union. The Board provides an avenue of independent review in relation to certain individual employee grievances.
- Lengthy provisions dealing with shifts and breaks between shifts
- Hours of work: 72 hour fortnight
- Unlimited sick leave entitlement.

NB: also: Agreement makes provision for both IFAs and Group Flexibility Agreements. A Group Flexibility Agreement may vary the application of terms of the agreement that deal with arrangements for when work is performed including hours of work, starting times, shift lengths and breaks. Copy of proposed GFA must be provided to the union.

FOI

From: s. 47F
Sent: Monday, 13 April 2015 5:08 PM
To: LLOYD,John
Subject: Examples of generous arrangements in Commonwealth enterprise agreements [SEC=UNCLASSIFIED]
Attachments: Examples of generous arrangements in Cth enterprise agreements.docx

EXAMPLES OF ‘SOFT’ ARRANGEMENTS IN COMMONWEALTH ENTERPRISE AGREEMENTS

Overview

1. Over the past decade, APS employees have enjoyed wage increases substantially above CPI.
2. During this time, APS remuneration increases totalled 50.7 per cent, compared to CPI increases of 31.8 per cent. That is more than most other industries.
3. In addition to these generous wages, Commonwealth public sector agreements have accumulated other generous terms and conditions. These go beyond those provided by minimum safety nets, often well above community standards.

Superannuation

4. Commonwealth superannuation arrangements deliver significant benefits over time compared to what employees would receive from the Superannuation Guarantee. The employer superannuation contribution under the Superannuation Guarantee is 9.5%. The Commonwealth's employer contribution to its accumulation fund is 15.4%. The following table highlights the significant benefit this represents to Commonwealth employees.

Annual income	\$60,000	\$80,000	\$90,000	\$100,000
9.5% contribution rate	\$5,700	\$7,600	\$8,550	\$9,500
15.4% contribution rate	\$9,240	\$12,320	\$13,860	\$15,400
Additional Commonwealth benefit	\$3,540	\$4,720	\$5,310	\$5,900
20-year benefit*	\$70,800	\$94,400	\$106,200	\$118,000

* The '20 year benefit' calculation is the additional employer superannuation contribution to retirement capital over a 20 year period, excluding additional interest/fund earnings on those amounts.

Leave entitlements

Personal/Carer's Leave

5. The National Employment Standard guarantees an employee 10 days paid personal/carers' leave per annum. Leave not used is accrued.
6. The bulk of APS employees receive 15 to 18 days per annum. Some agencies have more generous arrangements than this:
 - a. Department of Infrastructure: 25 days per annum
 - b. Attorney-General's Department: 22 days per annum
 - c. 13 APS Agencies (incl. 2 Departments): 20 days per annum

Community Service Volunteer Leave

7. Some agencies provide their employees up to 5 days' paid leave per annum (non-accruable) to conduct volunteer work with a community organisation, provided they do not accept payment from the organisation.

Miscellaneous Leave

8. The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish and managers are not allowed to refuse reasonable requests to access this leave.
9. Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house. i.e. employees are not expected to access their annual leave or flex leave.

Unusual allowances and other special payments

10. Some agencies provide unusually generous entitlements for employees who travel as part of their official duties. For example:

National Archives of Australia Enterprise Agreement

[For domestic and international travel]

*Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and **pet accommodation costs** incurred as a direct consequence of their travel on official duty.*

11. Approximately 40% of APS agreements provide allowances to promote 'health and well-being'. The majority of these allowances are less than \$300 per annum. Some examples of those which are greater:

Workplace Gender Equity Agency

229. Effective 1 July 2012, employees shall be entitled to claim reimbursement for Health, Wellness and Fitness expenses to a maximum value of \$900 each financial year (July to June), including GST. The terms and conditions of this entitlement are specified in the EOWA Health, Wellness and Fitness Policy.

Departments of Employment and Education and Training

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

- a. APS 1- 3 employees will receive \$500*
- b. APS 4- EL 2 employees will receive \$200.*

ComSuper Agreement

54. SCHOOL HOLIDAY CARE

54.1 ComSuper will pay a school holiday care allowance to eligible employees for a maximum of two weeks per calendar year during the July/August school holidays and between Christmas and New Year.

54.2 School holiday care allowance is \$25 gross per day for each child of school age placed in approved child care while the parent is at work at Com Super. Where more than one parent works for ComSuper, they must both be at work at ComSuper on a day that a claim is made

and only one claim per day for each child will be paid. The maximum allowance that may be paid is \$250 per Week per employee or employee couple.

54.3 An employee who is on Personal Leave due to their own injury or illness may still be eligible for the allowance. A medical certificate will be required in support of a claim for the allowance.

54.4 School holiday care is care provided by a service which is approved by the Department of Families, Housing, Community Services and Indigenous Affairs to receive Child Care Benefit payments.

54.5 Employees employed on a short term non-ongoing basis will not have access to the allowance.

Defence Enterprise Collective Agreement

Relocation on retirement

H6.1 This provision is limited to those employees who retire, are retired, or who die shortly after accepting an inter-city relocation, which was as a result of an organisational element of Defence being relocated. In such circumstances, the Secretary may approve a request for reimbursement of reasonable removal and transport expenses associated with returning the employee and/or their spouse/partner/dependants to another locality. These provisions do not operate to provide all employees with a retirement/death benefit, and applications made in respect of otherwise eligible employees should be limited to:

- a. compassionate grounds, such as employees who die within five years of their relocation, where surviving dependants would be left without the support of immediate family or close friends;*
- b. employees who retire within five years of a relocation, where such a provision was provided for in that relocation package; or*
- c. situations in which, within five years of relocation, suitable work is no longer available to the employee.*

Australian Customs and Border Protection Service Enterprise Agreement

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the “Domestic Care Support Scheme.”

Executive Level 1 officers:

- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Business class travel for any flights over 2 hours’ duration.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

Executive Level 2 officers:

- All receive an annual ‘contact allowance’ in recognition that they may be called outside of normal work hours.
- Can home garage of a Commonwealth vehicle (where one is available and operationally necessary).

- Entitlement to park at work where they elect not to home garage a Commonwealth vehicle.
- Business class travel for any flights over 2 hours' duration – OR – they may elect to take an economy class flight “downgrade” and receive a second economy class ticket so their spouse/partner can accompany them, provided any pricing gap is met by the employee.
- Airline lounge membership if the employee is required to conduct any travel for official purposes.
- Entitlement to a minimum of four days' paid absence per year without deduction from leave credits.

Clauses that restrict operational decision-making

12. In addition to generous terms and conditions, many public sector agreements contain provisions that make it difficult for agencies to respond to changing government and community priorities.
13. An enterprise agreement requires a department that intends to change work patterns to do so with the agreement of the employee. The department was unable to change shift rosters for 12 months, even when the work those employees were employed to do was no longer available.
14. The Department of Human Services agreement provides extraordinarily lengthy provisions on negotiation of working hours. The provisions also dictate in detail how the consultation will occur in respect of changing working hours and other conditions. See **Attachment A**.
15. The Australian Taxation Office Enterprise Agreement limits the ability of the ATO even to move its employees to a new office within the same city. This is included in the agreement even though section 25 of the *Public Service Act 1999* allows Agency Heads the unilateral power to determine the location at which an APS employee will perform their duties.

112.2 To the fullest extent practicable the movement of employees will be on a voluntary basis.

112.3 Hardship factors will be considered in selecting employees to move. Where the ATO finds that the relocation would cause hardship for an employee, the ATO, as far as reasonably practicable, will seek alternatives to relocation.

...

For moves between suburbs (including their immediate surrounds) or between the CBD and

a suburb, employees will be given at least one month's notice of the need for them to move

unless the employees and the delegate agree to a shorter or longer period.

112.5 If significant relocation costs are likely to be incurred, the employee will be entitled to one-off payment upon taking up duty in the new building;

a) for employees at or below the APS 3 level - \$1047 (and \$1068 from 21 June 2012, \$1079 from 3 January 2013, and \$1101 from 20 June 2013),

b) for employees at or above the APS 4 level \$696 (and \$710 from 21 June 2012, \$717 from 3 January 2013, and \$731 from 20 June 2013).

...

112.6 Managers may allow employees up to 3 days leave where this is necessary to arrange personal matters associated with the move.

16. Some enterprise agreements dictate the times at which meetings can be scheduled. An example is the IP Australia agreement:

To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30 am and finish by 5.00 pm.

To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

17. Some APS enterprise agreements contain arrangements that purport to restrict the use of non-ongoing employment. For example:

Screen Australia may engage employees as fixed term employees where:

- a) the specific job performed by the employee is not required to be performed on an ongoing basis, and is associated with fixed term programs and projects;*
- b) the skills and experience required are either:

 - a. for specified periods of time; or*
 - b. for specified tasks; or**
- c) industry sourced skills and experiences are required and there is an assumption that employees will return to that industry.*

Clauses that use a lot of words to say nothing of substance

18. Many APS enterprise agreements are not well-drafted. However, some have been drafted in such a way as to make it difficult for employees or managers to understand what, if any, entitlements they provide. For example, from the Defence Enterprise Agreement:

A2.1 To allow flexibility in decision-making, this Agreement provides a principles-based decision making framework. The following principles underpin all provisions in this Agreement:

- a. assisting employees to balance their work and private commitments;*
- b. providing a safe, secure and fair environment;*
- c. making the most efficient use of resources and supporting sustainable environmental management;*
- d. respecting and valuing diversity;*
- e. preventing discrimination;*
- f. ensuring freedom of association; and*
- g. behaving honestly.*

A2.2 Procedural fairness is to be observed in all employment decisions, so that:

- a. employees are given an opportunity to be heard and promptly advised of the decision;*
- b. those hearing an employee are unbiased;*
- c. any decision regarding the employee is based on sufficient evidence to support the decision; and*
- d. confidentiality and privacy is observed except where it would be inappropriate to do so.*

A2.3 While principles-based decision-making provides flexibility, it still requires the application of the Defence values and APS Values in the decision-making process. The APS Values, set out in section 10(1) of the PS Act, have evolved to reflect the greater flexibility, efficiency and business practices required by today's organisation. They not only shape an ethical and productive workplace culture – they also define our legal commitment to both the government and the people we serve. The APS Values recognise this can only be achieved

through trust, rather than increased procedure. Employees must, in turn, recognise that this level of trust comes with increased responsibility, and that any breach of the APS Values, or of the APS Code of Conduct, may result in serious penalty, or even dismissal, for those responsible.

Defence values – PLICIT

A2.4 Defence has a framework of values that reflects the long traditions and distinctive identities of the three Services and the APS. They underpin our corporate culture and contribute to achieving organisational goals. The Defence values – Professionalism, Loyalty, Integrity, Courage, Innovation and Teamwork (PLICIT) – have been formulated as a unifying factor across all facets of Defence. The Defence values work alongside the APS Values and the values of each of the single Services. They form the basis of the behaviours expected of all our people and leaders (both APS and ADF) in Defence.

Guaranteed facilities for union delegates

19. Most APS agreements contain prescriptive arrangements which guarantee union delegates access to use workplace facilities, infrastructure, technology and resources for the purposes of carrying out their role with their union. The common arrangement included in many EAs is at **Attachment B**.

Department of Human Services agreement**A1 NEGOTIATION OF WORKING HOURS**

- A1.1 An employee and their direct supervisor will together design and reach agreement on the employee's working hours, genuinely negotiating where necessary. These working hours may take the form of a pattern of ordinary hours of duty or a regular hours agreement.
- A1.2 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor will make all reasonable efforts to accommodate an employee's requests.
- A1.3 A regular hours agreement may be requested by an employee and, if approved, will apply for a specified period of 12 months unless a shorter period is requested by the employee.
- A1.4 An employee who requests a regular hours agreement will be advised in writing of the outcome of their request. Agreements will be jointly reviewed at the end of the period.

Processes

- A1.5 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor and employee will take into account a balance of:
 - (a) the employee's needs and preferences; and
 - (b) the capacity and needs of a team, workplace, or business line to meet its internal or external service delivery requirements.
- A1.6 A regular hours agreement will include start and finish times and lunch times.
- A1.7 Where requested by the employee, a regular hours agreement will be designed to include one or more planned day(s) off in a settlement period.
- A1.8 Where a direct supervisor cannot accommodate an employee's request in respect of a pattern of ordinary hours or a regular hours agreement, the direct supervisor will:
 - (a) discuss the reasons for the decision with the employee; and
 - (b) provide written reasons for the decision, if requested by the employee.
- A1.9 Where an employee and their direct supervisor cannot reach agreement on a pattern of ordinary hours or a regular hours agreement, the employee will continue to work in accordance with their existing pattern of ordinary hours or regular hours agreement until the end of the current settlement period.
- A1.10 At the end of the current settlement period, if agreement cannot be reached, the employee may choose:
 - (a) to work in accordance with a default regular hours option; or
 - (b) to continue their existing pattern of ordinary hours or regular hours agreement for a further settlement period, after which time the employee will work in accordance with a default regular hours option.
- A1.11 Default regular hours (for a full time employee) will apply in accordance with the options listed below that the Secretary determines best suits the work area:
 - (a) 8.30am to 5.00pm with 60 minute lunch break.
 - (b) commencement 15 minutes before the opening time of the workplace or 7.45am (whichever is the later), with a lunch break of 30, 45 or 60 minutes; or

- (c) finish 15 minutes after close of a customer contact period or 5.15pm (whichever is the earlier), with a lunch break of 30, 45 or 60 minutes.

Variations on negotiated hours

- A1.1 Employees will have at least four weeks notice for a change in arrangements unless the employee agrees to a lesser timeframe.
- A1.2 An employee may request changes to their pattern of ordinary hours or regular hours agreement at any stage.
- A1.3 The regular hours agreement may be varied, by agreement, between the Secretary and the employee.
- A1.4 The employee and their supervisor will meet and discuss the regular hours arrangements a month before the end date of the current regular hours agreement to enable discussion on continuing the regular hours agreement for a further 12 months or to negotiate new regular hours arrangements.

A2 ROSTERS

- A2.1 Rostering of some employees is essential to the department's primary function of quality service delivery. The department seeks to balance flexibility and certainty for employees and business areas, to assist in the design of quality jobs, a better work/life balance and a healthy and safe work environment.
- A2.2 The department will, in consultation with employees and their representatives, develop and agree a policy for rostering. This policy will include mechanisms to balance flexibility and certainty for employees including adequate breaks.

Principles

- A2.3 Rosters are designed through a process of genuine negotiation between an employee and their team leader/manager, taking into account the agreed pattern of hours.
- A2.4 Rosters will provide employees with adequate time to prepare for the day and pack up at the end of the day, meet and plan, undertake necessary reading, participate in training and other development activities, prepare for the introduction of changes, and include adequate breaks.
- A2.5 Employees and managers are encouraged to apply local, flexible work practices where possible to meet employee's short term or ad hoc work/life balance needs. Managers will make all reasonable efforts to accommodate those requests.

Application

- A2.6 This clause **Error! Reference source not found.** will apply to:
 - (a) workplaces or business lines (or parts thereof) that, on commencement of this Agreement, operate on a rostered basis; and
 - (b) other workplaces or business lines where the Secretary determines, in consultation with affected employees and their representatives (under clause A4) will operate on a rostered basis.
- A2.7 All rostered environments as described in **Error! Reference source not found.** will, at a minimum, include provision of:
 - (a) planned leave including flex time or planned days off;
 - (b) start and finish times;
 - (c) timing and duration of lunch and tea breaks;

- (d) preparation and pack up time totalling 15 minutes in a single day;
 - (e) a 5 minute break after each 60 minute continuous period of screen/telephony-based work where they are rostered to continue to perform that work for at least a further 15 minutes. The five minute screen-based equipment break will be used to perform other work related activities including appropriate health and well-being activities. This time may form part of a tea break.
- A2.8 The manner in which these are reflected in rosters will depend upon the rostering tool(s) used in each business area.
- A2.9 In locations where cash counting occurs, preparation and pack up time will be increased to 15 minutes preparation time and 15 minutes pack up time.
- A2.10 Where rosters are generated according to national business parameters, those rosters may also include scheduled activities and duration of those activities including:
- (a) face to face customer service;
 - (b) telephone and telephone support activities;
 - (c) follow-up and processing activities
 - (d) training (national and local);
 - (e) learning and development (in blocks of at least 30 minutes);
 - (f) team and one-to-one meetings; and/or
 - (g) other approved roles (such as HCO or HSR duties).

Processes

- A2.11 Rosters will apply for four week periods and may be negotiated up to 12 weeks in advance.
- A2.12 There are three phases in the development of rosters
- (a) identification of an employee's working hours preferences including agreed pattern of hours arrangements;
 - (b) development of draft rosters, and initial negotiation. During the initial negotiation phase, employees may genuinely negotiate changes with their supervisor; and
 - (c) distribution of final rosters and adjustments to final rosters subject to **Error! Reference source not found., Error! Reference source not found. and Error! Reference source not found..**
- A2.13 An employee may request changes to their roster (including scheduled activities outlined in subclause **Error! Reference source not found.**) at any stage.
- A2.14 Employees are encouraged to manage their own ad hoc changes to their roster by swapping with other employees. Agreement by the manager will not be unreasonably refused. Swaps of scheduled activities should not reduce overall task variety for employees during the roster period.
- A2.15 Where the department needs to change rosters due to operational requirements that were unforeseen prior to finalising the roster, the need for changes will be discussed with affected employees at the earliest opportunity. Genuine negotiation of rosters will explore options to meet the operational requirements and give employees reasonable notice of changes to working hours.
- A2.16 Subject to subclause **Error! Reference source not found.**, where changes to start or finish times are not agreed between an employee and their supervisor, and where notice of changes of at least 14 calendar days cannot be provided, the employee will be entitled to overtime

payments for hours that are worked before their previously agreed start time, or after their previously agreed finish time.

- A2.17 In the event that the department, or a workplace or business line within the department, needs to make variations to rostering or scheduling practices, the Secretary will consult with potentially affected employees and their representatives prior to implementing changes to those practices.

A3 HOURS OF SERVICE DELIVERY

- A3.1 The Secretary may determine hours of service delivery that will apply across the department, or in areas of the department.

- A3.2 The department may vary the hours of service delivery to meet customer demand.

- A3.3 If the department needs to vary hours of service delivery or establish new or varied customer service arrangements, and this variation will impact on the hours of duty worked by employees, the Secretary will communicate the business need and consult with potentially affected employees and their representatives, prior to implementing a change in service delivery hours, in accordance with clause A4 of this Agreement. In conducting consultation, the Secretary will consult on matters including, but not limited to:

- (a) staffing levels, and impacts on service levels;
- (b) security and occupational health and safety;
- (c) hours of duty, including rosters, regular hours arrangements and patterns of ordinary hours;
- (d) child care availability, proximity, suitability and costs;
- (e) availability, safety and proximity of public transport and parking; and
- (f) other options to assist existing staff manage changed hours, including recruitment of staff to work changed hours.

- A3.4 Where the Secretary establishes new or varied service delivery hours, the Secretary will not:

- (a) design an employee's pattern of attendance to include hours outside the bandwidth;
- (b) compel an employee to work on public holidays; or
- (c) place an employee in a 12-hour shift arrangement;

without the employee's consent.

- A3.1 The department will not roster staff to perform external customer contact duties, other than normal 24 hour / 7 day services, on the Saturday after Good Friday or any Saturdays that fall within the department's reduced activity period set out in clause **Error! Reference source not found.**

A4 CONSULTATION

- A4.1 The department respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether or not to join and be represented by a union in workplace matters.

- A4.2 Consultation means providing employees and their representatives with a bona fide opportunity to influence a decision-maker prior to a decision being made (where possible), and prior to the implementation of changes.

A4.3 The Secretary will consult with potentially affected employees and their representatives in accordance with this clause A4:

- (a) on the introduction of major changes (or proposed major changes) referred to in subclauses A4.4 and A4.5; and
- (b) on other workplace changes that will have an effect on employees referred to in subclause A4.6.

Major Change

A4.4 Where a decision is made to introduce major changes in program, organisation, structure or technology that are likely to have a significant effect on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes, and their representatives.

A4.5 Significant effects include (but are not limited to):

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

Other workplace changes

A4.6 Where a workplace change that is likely to have an effect on employees (but is not a major change) is proposed, the Secretary will notify potentially affected employees and their representatives.

Timing of consultation

A4.7 Where a decision is made by Government, or is made outside the department, consultation with employees prior to making the decision may not be practicable. In such cases, consultation under this clause A4 regarding the implementation of the decision will occur as early as is reasonably practicable.

A4.8 In other cases, consultation with employees under this clause A4 will occur as early as possible prior to making a decision.

Process

A4.9 The Secretary must consult with the employees affected and their representatives, by:

- (a) discussing the introduction of the major change or other workplace change;
- (b) discussing the effects the change is likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees;
- (c) seeking the feedback and input of affected employees and their representatives, about the changes or proposed changes; and
- (d) giving prompt consideration to feedback or input raised by the employees and their representatives, in relation to the changes or proposed changes.

- A4.10 Depending on the issue for consultation and the relevant workplace or workplaces, consultation may be general or specific, and may take the form of discussions, surveys, working groups, project teams, consultation meetings, other co-design approaches and/or the opportunity to make verbal or written comments.
- A4.11 Local managers will consult with their employees and their representatives on local workplace changes. Consultative arrangements may be formal or informal (for example, standing agenda items for team meetings, committees in larger workplaces, or informal meetings with local managers in smaller worksites). Issues raised at the local level may be referred to a more senior manager.
- A4.12 For the purpose of the discussions under subclause A4.9 and A4.10, the employees concerned and their representatives are to be provided in writing all relevant information about the changes or proposed changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.
- A4.13 The Secretary is not required to disclose confidential or commercially sensitive information to the employees or their representatives.
- A4.14 The Secretary will advise employees and their representatives about how their feedback or input was considered in the decision-making and/or implementation process, as relevant. This advice will be provided in writing, if requested.

Committees

- A4.15 The department will establish consultative committees to consult with unions about workplace changes at the service zone level or national level.
- A4.16 Service Zone Committees (including a National Office Committee), consisting of three management representatives and three union representatives, will meet at least three times per year and will deal with proposed changes within the Service Zone and implementation of Government decisions as they apply to the Service Zone. The Service Zone Committee may escalate relevant issues to the National Consultative Committee (NCC) or a subcommittee of the NCC.
- A4.17 The NCC will consist of four management and four union representatives, will meet quarterly, and will deal with proposed changes within the department, and implementation of Government decisions as they apply to the department. The NCC may establish subcommittees on an as needs basis to deal with issues that require specific attention.

Principles relating to workplace delegates – Majority of APS Agreements

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- *The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
- *Recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
- *The right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act*
- *The right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*
- *The right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
- *Undertaking their role and having union representation on an agency's workplace relations consultative committee;*
- *Reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
- *The right to address new employees about union membership at the time they enter employment;*
- *The right to consultation, and access to relevant information about the workplace and the agency; and*
- *The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- *Reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;*
- *Reasonable access to appropriate training in workplace relations matters including training provided by a union;*
- *Reasonable paid time off to represent union members in the agency at relevant union forums.*

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

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

FOI

From: LLOYD,John
Sent: Monday, 13 April 2015 5:59 PM
To: jroskam@ipa.org.au
Subject: Examples of generous arrangements in Commonwealth enterprise agreements [SEC=UNCLASSIFIED]
Attachments: Examples of generous arrangements in Cth enterprise agreements.docx

UNCLASSIFIED

Dear John

As discussed I attach a document that highlights some of the more generous agreement provisions applying to APS employees.

I am free to discuss this at any time.

I am also happy to provide a quote for the article if you wished.

It would be good to catch up. I would be available this Friday 17 April from 3.30 pm or the following Friday 24 April in the afternoon. I am scheduled to fly back from Canberra both days arriving in Melbourne early afternoon.

Regards

John Lloyd PSM | **Commissioner**

Australian Public Service Commission

Level 6, Aviation House, 16 Furzer Street, PHILLIP ACT 2606

P: +612 6202 3501 | **M:** s. 47F | **W:** www.apsc.gov.au

From: s. 47F
Sent: Monday, 13 April 2015 5:08 PM
To: LLOYD,John
Subject: Examples of generous arrangements in Commonwealth enterprise agreements [SEC=UNCLASSIFIED]

EXAMPLES OF ‘SOFT’ ARRANGEMENTS IN COMMONWEALTH ENTERPRISE AGREEMENTS

Overview

1. Over the past decade, APS employees have enjoyed wage increases substantially above CPI.
2. During this time, APS remuneration increases totalled 50.7 per cent, compared to CPI increases of 31.8 per cent. That is more than most other industries.
3. In addition to these generous wages, Commonwealth public sector agreements have accumulated other generous terms and conditions. These go beyond those provided by minimum safety nets, often well above community standards.

Superannuation

4. Commonwealth superannuation arrangements deliver significant benefits over time compared to what employees would receive from the Superannuation Guarantee. The employer superannuation contribution under the Superannuation Guarantee is 9.5%. The Commonwealth's employer contribution to its accumulation fund is 15.4%. The following table highlights the significant benefit this represents to Commonwealth employees.

Annual income	\$60,000	\$80,000	\$90,000	\$100,000
9.5% contribution rate	\$5,700	\$7,600	\$8,550	\$9,500
15.4% contribution rate	\$9,240	\$12,320	\$13,860	\$15,400
Additional Commonwealth benefit	\$3,540	\$4,720	\$5,310	\$5,900
20-year benefit*	\$70,800	\$94,400	\$106,200	\$118,000

* The '20 year benefit' calculation is the additional employer superannuation contribution to retirement capital over a 20 year period, excluding additional interest/fund earnings on those amounts.

Leave entitlements

Personal/Carer's Leave

5. The National Employment Standard guarantees an employee 10 days paid personal/carers' leave per annum. Leave not used is accrued.
6. The bulk of APS employees receive 15 to 18 days per annum. Some agencies have more generous arrangements than this:
 - a. Department of Infrastructure: 25 days per annum
 - b. Attorney-General's Department: 22 days per annum
 - c. 13 APS Agencies (incl. 2 Departments): 20 days per annum

Community Service Volunteer Leave

7. Some agencies provide their employees up to 5 days' paid leave per annum (non-accruable) to conduct volunteer work with a community organisation, provided they do not accept payment from the organisation.

Miscellaneous Leave

8. The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish and managers are not allowed to refuse reasonable requests to access this leave.
9. Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house. i.e. employees are not expected to access their annual leave or flex leave.

Unusual allowances and other special payments

10. Some agencies provide unusually generous entitlements for employees who travel as part of their official duties. For example:

National Archives of Australia Enterprise Agreement

[For domestic and international travel]

*Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and **pet accommodation costs** incurred as a direct consequence of their travel on official duty.*

11. Approximately 40% of APS agreements provide allowances to promote 'health and well-being'. The majority of these allowances are less than \$300 per annum. Some examples of those which are greater:

Workplace Gender Equity Agency

229. Effective 1 July 2012, employees shall be entitled to claim reimbursement for Health, Wellness and Fitness expenses to a maximum value of \$900 each financial year (July to June), including GST. The terms and conditions of this entitlement are specified in the EOWA Health, Wellness and Fitness Policy.

Departments of Employment and Education and Training

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

- a. APS 1- 3 employees will receive \$500*
- b. APS 4- EL 2 employees will receive \$200.*

ComSuper Agreement

54. SCHOOL HOLIDAY CARE

54.1 ComSuper will pay a school holiday care allowance to eligible employees for a maximum of two weeks per calendar year during the July/August school holidays and between Christmas and New Year.

54.2 School holiday care allowance is \$25 gross per day for each child of school age placed in approved child care while the parent is at work at Com Super. Where more than one parent works for ComSuper, they must both be at work at ComSuper on a day that a claim is made

and only one claim per day for each child will be paid. The maximum allowance that may be paid is \$250 per Week per employee or employee couple.

54.3 An employee who is on Personal Leave due to their own injury or illness may still be eligible for the allowance. A medical certificate will be required in support of a claim for the allowance.

54.4 School holiday care is care provided by a service which is approved by the Department of Families, Housing, Community Services and Indigenous Affairs to receive Child Care Benefit payments.

54.5 Employees employed on a short term non-ongoing basis will not have access to the allowance.

Defence Enterprise Collective Agreement

Relocation on retirement

H6.1 This provision is limited to those employees who retire, are retired, or who die shortly after accepting an inter-city relocation, which was as a result of an organisational element of Defence being relocated. In such circumstances, the Secretary may approve a request for reimbursement of reasonable removal and transport expenses associated with returning the employee and/or their spouse/partner/dependants to another locality. These provisions do not operate to provide all employees with a retirement/death benefit, and applications made in respect of otherwise eligible employees should be limited to:

- a. compassionate grounds, such as employees who die within five years of their relocation, where surviving dependants would be left without the support of immediate family or close friends;*
- b. employees who retire within five years of a relocation, where such a provision was provided for in that relocation package; or*
- c. situations in which, within five years of relocation, suitable work is no longer available to the employee.*

Australian Customs and Border Protection Service Enterprise Agreement

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the “Domestic Care Support Scheme.”

Executive Level 1 officers:

- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Business class travel for any flights over 2 hours’ duration.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

Executive Level 2 officers:

- All receive an annual ‘contact allowance’ in recognition that they may be called outside of normal work hours.
- Can home garage of a Commonwealth vehicle (where one is available and operationally necessary).

- Entitlement to park at work where they elect not to home garage a Commonwealth vehicle.
- Business class travel for any flights over 2 hours' duration – OR – they may elect to take an economy class flight “downgrade” and receive a second economy class ticket so their spouse/partner can accompany them, provided any pricing gap is met by the employee.
- Airline lounge membership if the employee is required to conduct any travel for official purposes.
- Entitlement to a minimum of four days' paid absence per year without deduction from leave credits.

Clauses that restrict operational decision-making

12. In addition to generous terms and conditions, many public sector agreements contain provisions that make it difficult for agencies to respond to changing government and community priorities.
13. An enterprise agreement requires a department that intends to change work patterns to do so with the agreement of the employee. The department was unable to change shift rosters for 12 months, even when the work those employees were employed to do was no longer available.
14. The Department of Human Services agreement provides extraordinarily lengthy provisions on negotiation of working hours. The provisions also dictate in detail how the consultation will occur in respect of changing working hours and other conditions. See **Attachment A**.
15. The Australian Taxation Office Enterprise Agreement limits the ability of the ATO even to move its employees to a new office within the same city. This is included in the agreement even though section 25 of the *Public Service Act 1999* allows Agency Heads the unilateral power to determine the location at which an APS employee will perform their duties.

112.2 To the fullest extent practicable the movement of employees will be on a voluntary basis.

112.3 Hardship factors will be considered in selecting employees to move. Where the ATO finds that the relocation would cause hardship for an employee, the ATO, as far as reasonably practicable, will seek alternatives to relocation.

...

For moves between suburbs (including their immediate surrounds) or between the CBD and

a suburb, employees will be given at least one month's notice of the need for them to move

unless the employees and the delegate agree to a shorter or longer period.

112.5 If significant relocation costs are likely to be incurred, the employee will be entitled to one-off payment upon taking up duty in the new building;

a) for employees at or below the APS 3 level - \$1047 (and \$1068 from 21 June 2012, \$1079 from 3 January 2013, and \$1101 from 20 June 2013),

b) for employees at or above the APS 4 level \$696 (and \$710 from 21 June 2012, \$717 from 3 January 2013, and \$731 from 20 June 2013).

...

112.6 Managers may allow employees up to 3 days leave where this is necessary to arrange personal matters associated with the move.

16. Some enterprise agreements dictate the times at which meetings can be scheduled. An example is the IP Australia agreement:

To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30 am and finish by 5.00 pm.

To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

17. Some APS enterprise agreements contain arrangements that purport to restrict the use of non-ongoing employment. For example:

Screen Australia may engage employees as fixed term employees where:

- a) the specific job performed by the employee is not required to be performed on an ongoing basis, and is associated with fixed term programs and projects;*
- b) the skills and experience required are either:

 - a. for specified periods of time; or*
 - b. for specified tasks; or**
- c) industry sourced skills and experiences are required and there is an assumption that employees will return to that industry.*

Clauses that use a lot of words to say nothing of substance

18. Many APS enterprise agreements are not well-drafted. However, some have been drafted in such a way as to make it difficult for employees or managers to understand what, if any, entitlements they provide. For example, from the Defence Enterprise Agreement:

A2.1 To allow flexibility in decision-making, this Agreement provides a principles-based decision making framework. The following principles underpin all provisions in this Agreement:

- a. assisting employees to balance their work and private commitments;*
- b. providing a safe, secure and fair environment;*
- c. making the most efficient use of resources and supporting sustainable environmental management;*
- d. respecting and valuing diversity;*
- e. preventing discrimination;*
- f. ensuring freedom of association; and*
- g. behaving honestly.*

A2.2 Procedural fairness is to be observed in all employment decisions, so that:

- a. employees are given an opportunity to be heard and promptly advised of the decision;*
- b. those hearing an employee are unbiased;*
- c. any decision regarding the employee is based on sufficient evidence to support the decision; and*
- d. confidentiality and privacy is observed except where it would be inappropriate to do so.*

A2.3 While principles-based decision-making provides flexibility, it still requires the application of the Defence values and APS Values in the decision-making process. The APS Values, set out in section 10(1) of the PS Act, have evolved to reflect the greater flexibility, efficiency and business practices required by today's organisation. They not only shape an ethical and productive workplace culture – they also define our legal commitment to both the government and the people we serve. The APS Values recognise this can only be achieved

through trust, rather than increased procedure. Employees must, in turn, recognise that this level of trust comes with increased responsibility, and that any breach of the APS Values, or of the APS Code of Conduct, may result in serious penalty, or even dismissal, for those responsible.

Defence values – PLICIT

A2.4 Defence has a framework of values that reflects the long traditions and distinctive identities of the three Services and the APS. They underpin our corporate culture and contribute to achieving organisational goals. The Defence values – Professionalism, Loyalty, Integrity, Courage, Innovation and Teamwork (PLICIT) – have been formulated as a unifying factor across all facets of Defence. The Defence values work alongside the APS Values and the values of each of the single Services. They form the basis of the behaviours expected of all our people and leaders (both APS and ADF) in Defence.

Guaranteed facilities for union delegates

19. Most APS agreements contain prescriptive arrangements which guarantee union delegates access to use workplace facilities, infrastructure, technology and resources for the purposes of carrying out their role with their union. The common arrangement included in many EAs is at **Attachment B**.

Department of Human Services agreement**A1 NEGOTIATION OF WORKING HOURS**

- A1.1 An employee and their direct supervisor will together design and reach agreement on the employee's working hours, genuinely negotiating where necessary. These working hours may take the form of a pattern of ordinary hours of duty or a regular hours agreement.
- A1.2 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor will make all reasonable efforts to accommodate an employee's requests.
- A1.3 A regular hours agreement may be requested by an employee and, if approved, will apply for a specified period of 12 months unless a shorter period is requested by the employee.
- A1.4 An employee who requests a regular hours agreement will be advised in writing of the outcome of their request. Agreements will be jointly reviewed at the end of the period.

Processes

- A1.5 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor and employee will take into account a balance of:
- (a) the employee's needs and preferences; and
 - (b) the capacity and needs of a team, workplace, or business line to meet its internal or external service delivery requirements.
- A1.6 A regular hours agreement will include start and finish times and lunch times.
- A1.7 Where requested by the employee, a regular hours agreement will be designed to include one or more planned day(s) off in a settlement period.
- A1.8 Where a direct supervisor cannot accommodate an employee's request in respect of a pattern of ordinary hours or a regular hours agreement, the direct supervisor will:
- (a) discuss the reasons for the decision with the employee; and
 - (b) provide written reasons for the decision, if requested by the employee.
- A1.9 Where an employee and their direct supervisor cannot reach agreement on a pattern of ordinary hours or a regular hours agreement, the employee will continue to work in accordance with their existing pattern of ordinary hours or regular hours agreement until the end of the current settlement period.
- A1.10 At the end of the current settlement period, if agreement cannot be reached, the employee may choose:
- (a) to work in accordance with a default regular hours option; or
 - (b) to continue their existing pattern of ordinary hours or regular hours agreement for a further settlement period, after which time the employee will work in accordance with a default regular hours option.
- A1.11 Default regular hours (for a full time employee) will apply in accordance with the options listed below that the Secretary determines best suits the work area:
- (a) 8.30am to 5.00pm with 60 minute lunch break.
 - (b) commencement 15 minutes before the opening time of the workplace or 7.45am (whichever is the later), with a lunch break of 30, 45 or 60 minutes; or

- (c) finish 15 minutes after close of a customer contact period or 5.15pm (whichever is the earlier), with a lunch break of 30, 45 or 60 minutes.

Variations on negotiated hours

- A1.1 Employees will have at least four weeks notice for a change in arrangements unless the employee agrees to a lesser timeframe.
- A1.2 An employee may request changes to their pattern of ordinary hours or regular hours agreement at any stage.
- A1.3 The regular hours agreement may be varied, by agreement, between the Secretary and the employee.
- A1.4 The employee and their supervisor will meet and discuss the regular hours arrangements a month before the end date of the current regular hours agreement to enable discussion on continuing the regular hours agreement for a further 12 months or to negotiate new regular hours arrangements.

A2 ROSTERS

- A2.1 Rostering of some employees is essential to the department's primary function of quality service delivery. The department seeks to balance flexibility and certainty for employees and business areas, to assist in the design of quality jobs, a better work/life balance and a healthy and safe work environment.
- A2.2 The department will, in consultation with employees and their representatives, develop and agree a policy for rostering. This policy will include mechanisms to balance flexibility and certainty for employees including adequate breaks.

Principles

- A2.3 Rosters are designed through a process of genuine negotiation between an employee and their team leader/manager, taking into account the agreed pattern of hours.
- A2.4 Rosters will provide employees with adequate time to prepare for the day and pack up at the end of the day, meet and plan, undertake necessary reading, participate in training and other development activities, prepare for the introduction of changes, and include adequate breaks.
- A2.5 Employees and managers are encouraged to apply local, flexible work practices where possible to meet employee's short term or ad hoc work/life balance needs. Managers will make all reasonable efforts to accommodate those requests.

Application

- A2.6 This clause **Error! Reference source not found.** will apply to:
 - (a) workplaces or business lines (or parts thereof) that, on commencement of this Agreement, operate on a rostered basis; and
 - (b) other workplaces or business lines where the Secretary determines, in consultation with affected employees and their representatives (under clause A4) will operate on a rostered basis.
- A2.7 All rostered environments as described in **Error! Reference source not found.** will, at a minimum, include provision of:
 - (a) planned leave including flex time or planned days off;
 - (b) start and finish times;
 - (c) timing and duration of lunch and tea breaks;

- (d) preparation and pack up time totalling 15 minutes in a single day;
 - (e) a 5 minute break after each 60 minute continuous period of screen/telephony-based work where they are rostered to continue to perform that work for at least a further 15 minutes. The five minute screen-based equipment break will be used to perform other work related activities including appropriate health and well-being activities. This time may form part of a tea break.
- A2.8 The manner in which these are reflected in rosters will depend upon the rostering tool(s) used in each business area.
- A2.9 In locations where cash counting occurs, preparation and pack up time will be increased to 15 minutes preparation time and 15 minutes pack up time.
- A2.10 Where rosters are generated according to national business parameters, those rosters may also include scheduled activities and duration of those activities including:
- (a) face to face customer service;
 - (b) telephone and telephone support activities;
 - (c) follow-up and processing activities
 - (d) training (national and local);
 - (e) learning and development (in blocks of at least 30 minutes);
 - (f) team and one-to-one meetings; and/or
 - (g) other approved roles (such as HCO or HSR duties).

Processes

- A2.11 Rosters will apply for four week periods and may be negotiated up to 12 weeks in advance.
- A2.12 There are three phases in the development of rosters
- (a) identification of an employee's working hours preferences including agreed pattern of hours arrangements;
 - (b) development of draft rosters, and initial negotiation. During the initial negotiation phase, employees may genuinely negotiate changes with their supervisor; and
 - (c) distribution of final rosters and adjustments to final rosters subject to **Error! Reference source not found., Error! Reference source not found. and Error! Reference source not found..**
- A2.13 An employee may request changes to their roster (including scheduled activities outlined in subclause **Error! Reference source not found.**) at any stage.
- A2.14 Employees are encouraged to manage their own ad hoc changes to their roster by swapping with other employees. Agreement by the manager will not be unreasonably refused. Swaps of scheduled activities should not reduce overall task variety for employees during the roster period.
- A2.15 Where the department needs to change rosters due to operational requirements that were unforeseen prior to finalising the roster, the need for changes will be discussed with affected employees at the earliest opportunity. Genuine negotiation of rosters will explore options to meet the operational requirements and give employees reasonable notice of changes to working hours.
- A2.16 Subject to subclause **Error! Reference source not found.**, where changes to start or finish times are not agreed between an employee and their supervisor, and where notice of changes of at least 14 calendar days cannot be provided, the employee will be entitled to overtime

payments for hours that are worked before their previously agreed start time, or after their previously agreed finish time.

- A2.17 In the event that the department, or a workplace or business line within the department, needs to make variations to rostering or scheduling practices, the Secretary will consult with potentially affected employees and their representatives prior to implementing changes to those practices.

A3 HOURS OF SERVICE DELIVERY

- A3.1 The Secretary may determine hours of service delivery that will apply across the department, or in areas of the department.

- A3.2 The department may vary the hours of service delivery to meet customer demand.

- A3.3 If the department needs to vary hours of service delivery or establish new or varied customer service arrangements, and this variation will impact on the hours of duty worked by employees, the Secretary will communicate the business need and consult with potentially affected employees and their representatives, prior to implementing a change in service delivery hours, in accordance with clause A4 of this Agreement. In conducting consultation, the Secretary will consult on matters including, but not limited to:

- (a) staffing levels, and impacts on service levels;
- (b) security and occupational health and safety;
- (c) hours of duty, including rosters, regular hours arrangements and patterns of ordinary hours;
- (d) child care availability, proximity, suitability and costs;
- (e) availability, safety and proximity of public transport and parking; and
- (f) other options to assist existing staff manage changed hours, including recruitment of staff to work changed hours.

- A3.4 Where the Secretary establishes new or varied service delivery hours, the Secretary will not:

- (a) design an employee's pattern of attendance to include hours outside the bandwidth;
- (b) compel an employee to work on public holidays; or
- (c) place an employee in a 12-hour shift arrangement;

without the employee's consent.

- A3.1 The department will not roster staff to perform external customer contact duties, other than normal 24 hour / 7 day services, on the Saturday after Good Friday or any Saturdays that fall within the department's reduced activity period set out in clause **Error! Reference source not found.**

A4 CONSULTATION

- A4.1 The department respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether or not to join and be represented by a union in workplace matters.

- A4.2 Consultation means providing employees and their representatives with a bona fide opportunity to influence a decision-maker prior to a decision being made (where possible), and prior to the implementation of changes.

A4.3 The Secretary will consult with potentially affected employees and their representatives in accordance with this clause A4:

- (a) on the introduction of major changes (or proposed major changes) referred to in subclauses A4.4 and A4.5; and
- (b) on other workplace changes that will have an effect on employees referred to in subclause A4.6.

Major Change

A4.4 Where a decision is made to introduce major changes in program, organisation, structure or technology that are likely to have a significant effect on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes, and their representatives.

A4.5 Significant effects include (but are not limited to):

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

Other workplace changes

A4.6 Where a workplace change that is likely to have an effect on employees (but is not a major change) is proposed, the Secretary will notify potentially affected employees and their representatives.

Timing of consultation

A4.7 Where a decision is made by Government, or is made outside the department, consultation with employees prior to making the decision may not be practicable. In such cases, consultation under this clause A4 regarding the implementation of the decision will occur as early as is reasonably practicable.

A4.8 In other cases, consultation with employees under this clause A4 will occur as early as possible prior to making a decision.

Process

A4.9 The Secretary must consult with the employees affected and their representatives, by:

- (a) discussing the introduction of the major change or other workplace change;
- (b) discussing the effects the change is likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees;
- (c) seeking the feedback and input of affected employees and their representatives, about the changes or proposed changes; and
- (d) giving prompt consideration to feedback or input raised by the employees and their representatives, in relation to the changes or proposed changes.

- A4.10 Depending on the issue for consultation and the relevant workplace or workplaces, consultation may be general or specific, and may take the form of discussions, surveys, working groups, project teams, consultation meetings, other co-design approaches and/or the opportunity to make verbal or written comments.
- A4.11 Local managers will consult with their employees and their representatives on local workplace changes. Consultative arrangements may be formal or informal (for example, standing agenda items for team meetings, committees in larger workplaces, or informal meetings with local managers in smaller worksites). Issues raised at the local level may be referred to a more senior manager.
- A4.12 For the purpose of the discussions under subclause A4.9 and A4.10, the employees concerned and their representatives are to be provided in writing all relevant information about the changes or proposed changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.
- A4.13 The Secretary is not required to disclose confidential or commercially sensitive information to the employees or their representatives.
- A4.14 The Secretary will advise employees and their representatives about how their feedback or input was considered in the decision-making and/or implementation process, as relevant. This advice will be provided in writing, if requested.

Committees

- A4.15 The department will establish consultative committees to consult with unions about workplace changes at the service zone level or national level.
- A4.16 Service Zone Committees (including a National Office Committee), consisting of three management representatives and three union representatives, will meet at least three times per year and will deal with proposed changes within the Service Zone and implementation of Government decisions as they apply to the Service Zone. The Service Zone Committee may escalate relevant issues to the National Consultative Committee (NCC) or a subcommittee of the NCC.
- A4.17 The NCC will consist of four management and four union representatives, will meet quarterly, and will deal with proposed changes within the department, and implementation of Government decisions as they apply to the department. The NCC may establish subcommittees on an as needs basis to deal with issues that require specific attention.

Principles relating to workplace delegates – Majority of APS Agreements

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- *The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
- *Recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
- *The right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act*
- *The right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*
- *The right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
- *Undertaking their role and having union representation on an agency's workplace relations consultative committee;*
- *Reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
- *The right to address new employees about union membership at the time they enter employment;*
- *The right to consultation, and access to relevant information about the workplace and the agency; and*
- *The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- *Reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;*
- *Reasonable access to appropriate training in workplace relations matters including training provided by a union;*
- *Reasonable paid time off to represent union members in the agency at relevant union forums.*

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

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

FOI

From: BULL,Helen
Sent: Monday, 13 April 2015 2:59 PM
To: LLOYD,John
Cc: s. 47F
Subject: Examples of generous arrangements in Cth enterprise agreements.docx
[SEC=UNCLASSIFIED]
Attachments: Examples of generous arrangements in Cth enterprise agreements.docx

Hi John

This is the electronic copy of the last version I sent you today.

Regards

Helen

EXAMPLES OF ‘SOFT’ ARRANGEMENTS IN COMMONWEALTH ENTERPRISE AGREEMENTS

Overview

1. Over the past decade, APS employees have enjoyed wage increases substantially above CPI.
2. During this time, APS remuneration increases totalled 50.7 per cent, compared to CPI increases of 31.8 per cent. That is more than most other industries.
3. In addition to these generous wages, Commonwealth public sector agreements have accumulated other generous terms and conditions. These go beyond those provided by minimum safety nets, often well above community standards.
4. For example, Commonwealth superannuation arrangements deliver significant benefits over time compared to what employees would receive from the Superannuation Guarantee.

Annual income	\$60,000	\$80,000	\$90,000	\$100,000
9.5% contribution rate	\$5,700	\$7,600	\$8,550	\$9,500
15.4% contribution rate	\$9,240	\$12,320	\$13,860	\$15,400
Difference (per annum)	\$3,540	\$4,720	\$5,310	\$5,900
20-year difference*	\$70,800	\$94,400	\$106,200	\$118,000

* The ‘20 year difference’ calculation is the additional employer superannuation contribution to retirement capital over a 20 year period, excluding additional interest/fund earnings on those amounts.

5. Some Commonwealth public sector agencies have agreed to provisions that go beyond even these generous terms and conditions. These include generous leave provisions, and restrictions on operational decision-making.
6. Some examples of these provisions are outlined below.

Examples of generous leave entitlements

Personal/Carer’s Leave

7. The bulk of APS employees receive 15 to 18 days per annum, accruable. Some agencies have more generous arrangements than this:
 - a. Department of Infrastructure: 25 days per annum, accruable
 - b. Attorney-General’s Department: 22 days per annum, accruable
 - c. 13 APS Agencies (incl. 2 Departments): 20 days per annum, accruable

Community Service Volunteer Leave

8. Some agencies provide their employees up to 5 days’ paid leave per annum (non-accruable) to conduct volunteer work with a community organisation, provided they do not accept payment from that organisation.

Miscellaneous Leave

9. The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish to and managers are not allowed to refuse reasonable requests to access this leave.

10. Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house. i.e. employees are not expected to access their annual leave or flex leave instead.

Examples of unusual allowances and other special payments

11. Some agencies provide unusually generous entitlements for employees who travel as part of their official duties. For example:

National Archives of Australia Enterprise Agreement

[For domestic and international travel]

*Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and **pet accommodation costs** incurred as a direct consequence of their travel on official duty.*

12. Approximately 40% of APS agreements provide allowances to promote 'health and well-being'. The majority of these allowance are less than \$300 per annum. Some examples of those which are greater:

Workplace Gender Equity Agency

229. Effective 1 July 2012, employees shall be entitled to claim reimbursement for Health, Wellness and Fitness expenses to a maximum value of \$900 each financial year (July to June), including GST. The terms and conditions of this entitlement are specified in the EOWA Health, Wellness and Fitness Policy.

Department of Education and Department of Employment (formerly one agency – DEEWR)

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

- a. APS 1- 3 employees will receive \$500*
- b. APS 4- EL 2 employees will receive \$200.*

13. Other generous/unusual allowances include provisions providing for extra money to pay for childcare in school holidays, for example the Comsuper agreement; to be relocated on retirement in the Defence agreement and a range of expense and travel provisions in the Customs agreement.

Comsuper Agreement

54. SCHOOL HOLIDAY CARE

54.1 ComSuper will pay a school holiday care allowance to eligible employees for a maximum of two weeks per calendar year during the July/August school holidays and between Christmas and New Year.

54.2 School holiday care allowance is \$25 gross per day for each child of school age placed in approved child care while the parent is at work at Com Super. Where more than one parent works for ComSuper, they must both be at work at ComSuper on a day that a claim is made

and only one claim per day for each child will be paid. The maximum allowance that may be paid is \$250 per Week per employee or employee couple.

54.3 An employee who is on Personal Leave due to their own injury or illness may still be eligible for the allowance. A medical certificate will be required in support of a claim for the allowance.

54.4 School holiday care is care provided by a service which is approved by the Department of Families, Housing, Community Services and Indigenous Affairs to receive Child Care Benefit payments.

54.5 Employees employed on a short term non-ongoing basis will not have access to the allowance.

Defence Enterprise Agreement

Relocation on retirement

H6.1 This provision is limited to those employees who retire, are retired, or who die shortly after accepting an inter-city relocation, which was as a result of an organisational element of Defence being relocated. In such circumstances, the Secretary may approve a request for reimbursement of reasonable removal and transport expenses associated with returning the employee and/or their spouse/partner/dependants to another locality. These provisions do not operate to provide all employees with a retirement/death benefit, and applications made in respect of otherwise eligible employees should be limited to:

- a. compassionate grounds, such as employees who die within five years of their relocation, where surviving dependants would be left without the support of immediate family or close friends;*
- b. employees who retire within five years of a relocation, where such a provision was provided for in that relocation package; or*
- c. situations in which, within five years of relocation, suitable work is no longer available to the employee.*

Australian Customs and Border Protection Service Enterprise Agreement

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the “Domestic Care Support Scheme.”

[Executive Level 1 officers]:

- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Business class travel for any flights over 2 hours’ duration.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

[Executive Level 2 officers]:

- All receive an annual ‘contact allowance’ in recognition that they may be called outside of normal work hours.
- Can home garage of a Commonwealth vehicle (where one is available and operationally necessary).

- Entitlement to park at work where they elect not to home garage a Commonwealth vehicle.
- Business class travel for any flights over 2 hours' duration – OR – they may elect to take an economy class flight “downgrade” and receive a second economy class ticket so their spouse/partner can accompany them; providing any pricing gap is met by the employee.
- Airline lounge membership if the employee is required to conduct any travel for official purposes.
- Entitlement to a minimum of four days' paid absence per year without deduction from leave credits.

Clauses that restrict operational decision-making

14. In addition to generous terms and conditions, many public sector agreements contain provisions that make it difficult for agencies to respond to changing government and community priorities.

- a. One Department reports that, due to a requirement in their enterprise agreement that any change to working patterns be with the agreement of the employee, they were unable to change shift rosters for 12 months, even when the work those employees were employed to do was no longer available.
- b. The Department of Human Services agreement provides lengthy provisions on negotiation of working hours. There are also lengthy provisions on consultation, including provisions that dictate how consultation will occur. (see Attachment A).
- c. The Australian Taxation Office Enterprise Agreement limits the ability of the ATO even to move its employees to a new office within the same city. This has been included in the agreement even though section 25 of the Public Service Act allows Agency Head's the unilateral power to determine the place or places that an APS employee will perform their duties.

112.2 To the fullest extent practicable the movement of employees will be on a voluntary basis.

112.3 Hardship factors will be considered in selecting employees to move. Where the ATO finds that the relocation would cause hardship for an employee, the ATO, as far as reasonably practicable, will seek alternatives to relocation.

...

For moves between suburbs (including their immediate surrounds) or between the CBD and a suburb, employees will be given at least one month's notice of the need for them to move unless the employees and the delegate agree to a shorter or longer period.

112.5 If significant relocation costs are likely to be incurred, the employee will be entitled to one-off payment upon taking up duty in the new building;

a) for employees at or below the APS 3 level - \$1047 (and \$1068 from 21 June 2012, \$1079 from 3 January 2013, and \$1101 from 20 June 2013),

b) for employees at or above the APS 4 level \$696 (and \$710 from 21 June 2012, \$717 from 3 January 2013, and \$731 from 20 June 2013).

...

112.6 Managers may allow employees up to 3 days leave where this is necessary to arrange

personal matters associated with the move.

15. Some enterprise agreements even dictate the times at which meetings can be scheduled. An example from the IP Australia agreement:

To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30 am and finish by 5.00 pm.

To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

16. Some APS enterprise agreements also contain arrangements that purport to restrict the use of non-ongoing employment. For example:

Screen Australia may engage employees as fixed term employees where:

- a) the specific job performed by the employee is not required to be performed on an ongoing basis, and is associated with fixed term programs and projects;*
- b) the skills and experience required are either:

 - a. for specified periods of time; or*
 - b. for specified tasks; or**
- c) industry sourced skills and experiences are required and there is an assumption that employees will return to that industry.*

Clauses that use a lot of words to say nothing of substance

17. Many APS enterprise agreements are not well-drafted. However, some have been drafted in such a way as to make it difficult for employees or managers to understand what, if any, entitlements they provide. For example, from the Defence Enterprise Agreement:

A2.1 To allow flexibility in decision-making, this Agreement provides a principles-based decision making framework. The following principles underpin all provisions in this Agreement:

- a. assisting employees to balance their work and private commitments;*
- b. providing a safe, secure and fair environment;*
- c. making the most efficient use of resources and supporting sustainable environmental management;*
- d. respecting and valuing diversity;*
- e. preventing discrimination;*
- f. ensuring freedom of association; and*
- g. behaving honestly.*

A2.2 Procedural fairness is to be observed in all employment decisions, so that:

- a. employees are given an opportunity to be heard and promptly advised of the decision;*
- b. those hearing an employee are unbiased;*
- c. any decision regarding the employee is based on sufficient evidence to support the decision; and*
- d. confidentiality and privacy is observed except where it would be inappropriate to do so.*

A2.3 While principles-based decision-making provides flexibility, it still requires the application of the Defence values and APS Values in the decision-making process. The APS Values, set out in section 10(1) of the PS Act, have evolved to reflect the greater flexibility, efficiency and business practices required by today's organisation. They not only shape an ethical and productive workplace culture – they also define our legal commitment to both the

government and the people we serve. The APS Values recognise this can only be achieved through trust, rather than increased procedure. Employees must, in turn, recognise that this level of trust comes with increased responsibility, and that any breach of the APS Values, or of the APS Code of Conduct, may result in serious penalty, or even dismissal, for those responsible.

Defence values – PLICIT

A2.4 Defence has a framework of values that reflects the long traditions and distinctive identities of the three Services and the APS. They underpin our corporate culture and contribute to achieving organisational goals. The Defence values – Professionalism, Loyalty, Integrity, Courage, Innovation and Teamwork (PLICIT) – have been formulated as a unifying factor across all facets of Defence. The Defence values work alongside the APS Values and the values of each of the single Services. They form the basis of the behaviours expected of all our people and leaders (both APS and ADF) in Defence.

Guaranteed facilities for union delegates

18. Most APS agreements contain prescriptive arrangements which guarantee union delegates access to use workplace facilities, infrastructure, technology and resources for the purposes of carrying out their role with their union. The common arrangement included in many EAs is at Attachment A.

Department of Human Services agreement**A1 NEGOTIATION OF WORKING HOURS**

- A1.1 An employee and their direct supervisor will together design and reach agreement on the employee's working hours, genuinely negotiating where necessary. These working hours may take the form of a pattern of ordinary hours of duty or a regular hours agreement.
- A1.2 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor will make all reasonable efforts to accommodate an employee's requests.
- A1.3 A regular hours agreement may be requested by an employee and, if approved, will apply for a specified period of 12 months unless a shorter period is requested by the employee.
- A1.4 An employee who requests a regular hours agreement will be advised in writing of the outcome of their request. Agreements will be jointly reviewed at the end of the period.

Processes

- A1.5 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor and employee will take into account a balance of:
- (a) the employee's needs and preferences; and
 - (b) the capacity and needs of a team, workplace, or business line to meet its internal or external service delivery requirements.
- A1.6 A regular hours agreement will include start and finish times and lunch times.
- A1.7 Where requested by the employee, a regular hours agreement will be designed to include one or more planned day(s) off in a settlement period.
- A1.8 Where a direct supervisor cannot accommodate an employee's request in respect of a pattern of ordinary hours or a regular hours agreement, the direct supervisor will:
- (a) discuss the reasons for the decision with the employee; and
 - (b) provide written reasons for the decision, if requested by the employee.
- A1.9 Where an employee and their direct supervisor cannot reach agreement on a pattern of ordinary hours or a regular hours agreement, the employee will continue to work in accordance with their existing pattern of ordinary hours or regular hours agreement until the end of the current settlement period.
- A1.10 At the end of the current settlement period, if agreement cannot be reached, the employee may choose:
- (a) to work in accordance with a default regular hours option; or
 - (b) to continue their existing pattern of ordinary hours or regular hours agreement for a further settlement period, after which time the employee will work in accordance with a default regular hours option.
- A1.11 Default regular hours (for a full time employee) will apply in accordance with the options listed below that the Secretary determines best suits the work area:
- (a) 8.30am to 5.00pm with 60 minute lunch break.
 - (b) commencement 15 minutes before the opening time of the workplace or 7.45am (whichever is the later), with a lunch break of 30, 45 or 60 minutes; or

- (c) finish 15 minutes after close of a customer contact period or 5.15pm (whichever is the earlier), with a lunch break of 30, 45 or 60 minutes.

Variations on negotiated hours

- A1.1 Employees will have at least four weeks notice for a change in arrangements unless the employee agrees to a lesser timeframe.
- A1.2 An employee may request changes to their pattern of ordinary hours or regular hours agreement at any stage.
- A1.3 The regular hours agreement may be varied, by agreement, between the Secretary and the employee.
- A1.4 The employee and their supervisor will meet and discuss the regular hours arrangements a month before the end date of the current regular hours agreement to enable discussion on continuing the regular hours agreement for a further 12 months or to negotiate new regular hours arrangements.

A2 ROSTERS

- A2.1 Rostering of some employees is essential to the department's primary function of quality service delivery. The department seeks to balance flexibility and certainty for employees and business areas, to assist in the design of quality jobs, a better work/life balance and a healthy and safe work environment.
- A2.2 The department will, in consultation with employees and their representatives, develop and agree a policy for rostering. This policy will include mechanisms to balance flexibility and certainty for employees including adequate breaks.

Principles

- A2.3 Rosters are designed through a process of genuine negotiation between an employee and their team leader/manager, taking into account the agreed pattern of hours.
- A2.4 Rosters will provide employees with adequate time to prepare for the day and pack up at the end of the day, meet and plan, undertake necessary reading, participate in training and other development activities, prepare for the introduction of changes, and include adequate breaks.
- A2.5 Employees and managers are encouraged to apply local, flexible work practices where possible to meet employee's short term or ad hoc work/life balance needs. Managers will make all reasonable efforts to accommodate those requests.

Application

- A2.6 This clause **Error! Reference source not found.** will apply to:
 - (a) workplaces or business lines (or parts thereof) that, on commencement of this Agreement, operate on a rostered basis; and
 - (b) other workplaces or business lines where the Secretary determines, in consultation with affected employees and their representatives (under clause A4) will operate on a rostered basis.
- A2.7 All rostered environments as described in **Error! Reference source not found.** will, at a minimum, include provision of:
 - (a) planned leave including flex time or planned days off;
 - (b) start and finish times;
 - (c) timing and duration of lunch and tea breaks;

- (d) preparation and pack up time totalling 15 minutes in a single day;
 - (e) a 5 minute break after each 60 minute continuous period of screen/telephony-based work where they are rostered to continue to perform that work for at least a further 15 minutes. The five minute screen-based equipment break will be used to perform other work related activities including appropriate health and well-being activities. This time may form part of a tea break.
- A2.8 The manner in which these are reflected in rosters will depend upon the rostering tool(s) used in each business area.
- A2.9 In locations where cash counting occurs, preparation and pack up time will be increased to 15 minutes preparation time and 15 minutes pack up time.
- A2.10 Where rosters are generated according to national business parameters, those rosters may also include scheduled activities and duration of those activities including:
- (a) face to face customer service;
 - (b) telephone and telephone support activities;
 - (c) follow-up and processing activities
 - (d) training (national and local);
 - (e) learning and development (in blocks of at least 30 minutes);
 - (f) team and one-to-one meetings; and/or
 - (g) other approved roles (such as HCO or HSR duties).

Processes

- A2.11 Rosters will apply for four week periods and may be negotiated up to 12 weeks in advance.
- A2.12 There are three phases in the development of rosters
- (a) identification of an employee's working hours preferences including agreed pattern of hours arrangements;
 - (b) development of draft rosters, and initial negotiation. During the initial negotiation phase, employees may genuinely negotiate changes with their supervisor; and
 - (c) distribution of final rosters and adjustments to final rosters subject to **Error! Reference source not found., Error! Reference source not found. and Error! Reference source not found..**
- A2.13 An employee may request changes to their roster (including scheduled activities outlined in subclause **Error! Reference source not found.**) at any stage.
- A2.14 Employees are encouraged to manage their own ad hoc changes to their roster by swapping with other employees. Agreement by the manager will not be unreasonably refused. Swaps of scheduled activities should not reduce overall task variety for employees during the roster period.
- A2.15 Where the department needs to change rosters due to operational requirements that were unforeseen prior to finalising the roster, the need for changes will be discussed with affected employees at the earliest opportunity. Genuine negotiation of rosters will explore options to meet the operational requirements and give employees reasonable notice of changes to working hours.
- A2.16 Subject to subclause **Error! Reference source not found.**, where changes to start or finish times are not agreed between an employee and their supervisor, and where notice of changes of at least 14 calendar days cannot be provided, the employee will be entitled to overtime

payments for hours that are worked before their previously agreed start time, or after their previously agreed finish time.

- A2.17 In the event that the department, or a workplace or business line within the department, needs to make variations to rostering or scheduling practices, the Secretary will consult with potentially affected employees and their representatives prior to implementing changes to those practices.

A3 HOURS OF SERVICE DELIVERY

- A3.1 The Secretary may determine hours of service delivery that will apply across the department, or in areas of the department.

- A3.2 The department may vary the hours of service delivery to meet customer demand.

- A3.3 If the department needs to vary hours of service delivery or establish new or varied customer service arrangements, and this variation will impact on the hours of duty worked by employees, the Secretary will communicate the business need and consult with potentially affected employees and their representatives, prior to implementing a change in service delivery hours, in accordance with clause A4 of this Agreement. In conducting consultation, the Secretary will consult on matters including, but not limited to:

- (a) staffing levels, and impacts on service levels;
- (b) security and occupational health and safety;
- (c) hours of duty, including rosters, regular hours arrangements and patterns of ordinary hours;
- (d) child care availability, proximity, suitability and costs;
- (e) availability, safety and proximity of public transport and parking; and
- (f) other options to assist existing staff manage changed hours, including recruitment of staff to work changed hours.

- A3.4 Where the Secretary establishes new or varied service delivery hours, the Secretary will not:

- (a) design an employee's pattern of attendance to include hours outside the bandwidth;
- (b) compel an employee to work on public holidays; or
- (c) place an employee in a 12-hour shift arrangement;

without the employee's consent.

- A3.1 The department will not roster staff to perform external customer contact duties, other than normal 24 hour / 7 day services, on the Saturday after Good Friday or any Saturdays that fall within the department's reduced activity period set out in clause **Error! Reference source not found.**

A4 CONSULTATION

- A4.1 The department respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether or not to join and be represented by a union in workplace matters.

- A4.2 Consultation means providing employees and their representatives with a bona fide opportunity to influence a decision-maker prior to a decision being made (where possible), and prior to the implementation of changes.

A4.3 The Secretary will consult with potentially affected employees and their representatives in accordance with this clause A4:

- (a) on the introduction of major changes (or proposed major changes) referred to in subclauses A4.4 and A4.5; and
- (b) on other workplace changes that will have an effect on employees referred to in subclause A4.6.

Major Change

A4.4 Where a decision is made to introduce major changes in program, organisation, structure or technology that are likely to have a significant effect on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes, and their representatives.

A4.5 Significant effects include (but are not limited to):

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

Other workplace changes

A4.6 Where a workplace change that is likely to have an effect on employees (but is not a major change) is proposed, the Secretary will notify potentially affected employees and their representatives.

Timing of consultation

A4.7 Where a decision is made by Government, or is made outside the department, consultation with employees prior to making the decision may not be practicable. In such cases, consultation under this clause A4 regarding the implementation of the decision will occur as early as is reasonably practicable.

A4.8 In other cases, consultation with employees under this clause A4 will occur as early as possible prior to making a decision.

Process

A4.9 The Secretary must consult with the employees affected and their representatives, by:

- (a) discussing the introduction of the major change or other workplace change;
- (b) discussing the effects the change is likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees;
- (c) seeking the feedback and input of affected employees and their representatives, about the changes or proposed changes; and
- (d) giving prompt consideration to feedback or input raised by the employees and their representatives, in relation to the changes or proposed changes.

- A4.10 Depending on the issue for consultation and the relevant workplace or workplaces, consultation may be general or specific, and may take the form of discussions, surveys, working groups, project teams, consultation meetings, other co-design approaches and/or the opportunity to make verbal or written comments.
- A4.11 Local managers will consult with their employees and their representatives on local workplace changes. Consultative arrangements may be formal or informal (for example, standing agenda items for team meetings, committees in larger workplaces, or informal meetings with local managers in smaller worksites). Issues raised at the local level may be referred to a more senior manager.
- A4.12 For the purpose of the discussions under subclause A4.9 and A4.10, the employees concerned and their representatives are to be provided in writing all relevant information about the changes or proposed changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.
- A4.13 The Secretary is not required to disclose confidential or commercially sensitive information to the employees or their representatives.
- A4.14 The Secretary will advise employees and their representatives about how their feedback or input was considered in the decision-making and/or implementation process, as relevant. This advice will be provided in writing, if requested.

Committees

- A4.15 The department will establish consultative committees to consult with unions about workplace changes at the service zone level or national level.
- A4.16 Service Zone Committees (including a National Office Committee), consisting of three management representatives and three union representatives, will meet at least three times per year and will deal with proposed changes within the Service Zone and implementation of Government decisions as they apply to the Service Zone. The Service Zone Committee may escalate relevant issues to the National Consultative Committee (NCC) or a subcommittee of the NCC.
- A4.17 The NCC will consist of four management and four union representatives, will meet quarterly, and will deal with proposed changes within the department, and implementation of Government decisions as they apply to the department. The NCC may establish subcommittees on an as needs basis to deal with issues that require specific attention.

Principles relating to workplace delegates – Majority of APS Agreements

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- *The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
- *Recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
- *The right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act*
- *The right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*

- *The right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
- *Undertaking their role and having union representation on an agency's workplace relations consultative committee;*
- *Reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
- *The right to address new employees about union membership at the time they enter employment;*
- *The right to consultation, and access to relevant information about the workplace and the agency; and*
- *The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- *Reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;*
- *Reasonable access to appropriate training in workplace relations matters including training provided by a union;*
- *Reasonable paid time off to represent union members in the agency at relevant union forums.*

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

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

FOI

From: s. 47F
Sent: Tuesday, 24 October 2017 4:58 PM
To: s. 47F
Cc: s. 47F o
Subject: Examples of 'soft' arrangements in Commonwealth Enterprise Agreements
[SEC=UNCLASSIFIED]
Attachments: Departmental Scan 24102017_2280829 s. 47F .pdf

Hello s. 47F as requested.

Cheers

s. 47F
[Redacted]

EXAMPLES OF 'SOFT' ARRANGEMENTS IN COMMONWEALTH ENTERPRISE AGREEMENTS

Overview

1. Over the past decade, APS employees have enjoyed wage increases substantially above CPI.
2. During this time, APS remuneration increases totalled 50.7 per cent, compared to CPI increases of 31.8 per cent. That is more than most other industries.
3. In addition to these generous wages, Commonwealth public sector agreements have accumulated other generous terms and conditions. These go beyond those provided by minimum safety nets, often well above community standards.

Superannuation

4. Commonwealth superannuation arrangements deliver significant benefits over time compared to what employees would receive from the Superannuation Guarantee. The employer superannuation contribution under the Superannuation Guarantee is 9.5%. The Commonwealth's employer contribution to its accumulation fund is 15.4%. The following table highlights the significant benefit this represents to Commonwealth employees.

Annual income	\$60,000	\$80,000	\$90,000	\$100,000
9.5% contribution rate	\$5,700	\$7,600	\$8,550	\$9,500
15.4% contribution rate	\$9,240	\$12,320	\$13,860	\$15,400
Additional Commonwealth benefit	\$3,540	\$4,720	\$5,310	\$5,900
20-year benefit*	\$70,800	\$94,400	\$106,200	\$118,000

* The '20 year benefit' calculation is the additional employer superannuation contribution to retirement capital over a 20 year period, excluding additional interest/fund earnings on those amounts.

Leave entitlements

Personal/Carer's Leave

5. The National Employment Standard guarantees an employee 10 days paid personal/carers' leave per annum. Leave not used is accrued.
6. The bulk of APS employees receive 15 to 18 days per annum. Some agencies have more generous arrangements than this:
 - a. Department of Infrastructure: 25 days per annum
 - b. Attorney-General's Department: 22 days per annum
 - c. 13 APS Agencies (incl. 2 Departments): 20 days per annum

Community Service Volunteer Leave

7. Some agencies provide their employees up to 5 days' paid leave per annum (non-accruable) to conduct volunteer work with a community organisation, provided they do not accept payment from the organisation.

Miscellaneous Leave

8. The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish and managers are not allowed to refuse reasonable requests to access this leave.
9. Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house. i.e. employees are not expected to access their annual leave or flex leave.

Unusual allowances and other special payments

10. Some agencies provide unusually generous entitlements for employees who travel as part of their official duties. For example:

National Archives of Australia Enterprise Agreement

[For domestic and international travel]

Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and pet accommodation costs incurred as a direct consequence of their travel on official duty.

11. Approximately 40% of APS agreements provide allowances to promote 'health and well-being'. The majority of these allowances are less than \$300 per annum. Some examples of those which are greater:

Workplace Gender Equity Agency

229. Effective 1 July 2012, employees shall be entitled to claim reimbursement for Health, Wellness and Fitness expenses to a maximum value of \$900 each financial year (July to June), including GST. The terms and conditions of this entitlement are specified in the EOWA Health, Wellness and Fitness Policy.

Departments of Employment and Education and Training

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

- a. APS 1- 3 employees will receive \$500
- b. APS 4- EL 2 employees will receive \$200.

ComSuper Agreement

54. SCHOOL HOLIDAY CARE

54.1 ComSuper will pay a school holiday care allowance to eligible employees for a maximum of two weeks per calendar year during the July/August school holidays and between Christmas and New Year.

54.2 School holiday care allowance is \$25 gross per day for each child of school age placed in approved child care while the parent is at work at Com Super. Where more than one parent works for ComSuper, they must both be at work at ComSuper on a day that a claim is made

and only one claim per day for each child will be paid. The maximum allowance that may be paid is \$250 per Week per employee or employee couple.

54.3 An employee who is on Personal Leave due to their own injury or illness may still be eligible for the allowance. A medical certificate will be required in support of a claim for the allowance.

54.4 School holiday care is care provided by a service which is approved by the Department of Families, Housing, Community Services and Indigenous Affairs to receive Child Care Benefit payments.

54.5 Employees employed on a short term non-ongoing basis will not have access to the allowance.

Defence Enterprise Collective Agreement

Relocation on retirement

H6.1 This provision is limited to those employees who retire, are retired, or who die shortly after accepting an inter-city relocation, which was as a result of an organisational element of Defence being relocated. In such circumstances, the Secretary may approve a request for reimbursement of reasonable removal and transport expenses associated with returning the employee and/or their spouse/partner/dependants to another locality. These provisions do not operate to provide all employees with a retirement/death benefit, and applications made in respect of otherwise eligible employees should be limited to:

- a. compassionate grounds, such as employees who die within five years of their relocation, where surviving dependants would be left without the support of immediate family or close friends;*
- b. employees who retire within five years of a relocation, where such a provision was provided for in that relocation package; or*
- c. situations in which, within five years of relocation, suitable work is no longer available to the employee.*

Australian Customs and Border Protection Service Enterprise Agreement

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the "Domestic Care Support Scheme."

Executive Level 1 officers:

- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Business class travel for any flights over 2 hours' duration.
- Entitlement to a minimum of four days' paid absence per year without deduction from leave credits.

Executive Level 2 officers:

- All receive an annual 'contact allowance' in recognition that they may be called outside of normal work hours.
- Can home garage of a Commonwealth vehicle (where one is available and operationally necessary).

- Entitlement to park at work where they elect not to home garage a Commonwealth vehicle.
- Business class travel for any flights over 2 hours' duration – OR – they may elect to take an economy class flight “downgrade” and receive a second economy class ticket so their spouse/partner can accompany them, provided any pricing gap is met by the employee.
- Airline lounge membership if the employee is required to conduct any travel for official purposes.
- Entitlement to a minimum of four days' paid absence per year without deduction from leave credits.

Clauses that restrict operational decision-making

12. In addition to generous terms and conditions, many public sector agreements contain provisions that make it difficult for agencies to respond to changing government and community priorities.
13. An enterprise agreement requires a department that intends to change work patterns to do so with the agreement of the employee. The department was unable to change shift rosters for 12 months, even when the work those employees were employed to do was no longer available.
14. The Department of Human Services agreement provides extraordinarily lengthy provisions on negotiation of working hours. The provisions also dictate in detail how the consultation will occur in respect of changing working hours and other conditions. See **Attachment A**.
15. The Australian Taxation Office Enterprise Agreement limits the ability of the ATO even to move its employees to a new office within the same city. This is included in the agreement even though section 25 of the *Public Service Act 1999* allows Agency Heads the unilateral power to determine the location at which an APS employee will perform their duties.

112.2 To the fullest extent practicable the movement of employees will be on a voluntary basis.

112.3 Hardship factors will be considered in selecting employees to move. Where the ATO finds that the relocation would cause hardship for an employee, the ATO, as far as reasonably practicable, will seek alternatives to relocation.

...

For moves between suburbs (including their immediate surrounds) or between the CBD and

a suburb, employees will be given at least one month's notice of the need for them to move

unless the employees and the delegate agree to a shorter or longer period.

112.5 If significant relocation costs are likely to be incurred, the employee will be entitled to one-off payment upon taking up duty in the new building;

a) for employees at or below the APS 3 level - \$1047 (and \$1068 from 21 June 2012, \$1079 from 3 January 2013, and \$1101 from 20 June 2013),

b) for employees at or above the APS 4 level \$696 (and \$710 from 21 June 2012, \$717 from 3 January 2013, and \$731 from 20 June 2013).

...

112.6 Managers may allow employees up to 3 days leave where this is necessary to arrange personal matters associated with the move.

16. Some enterprise agreements dictate the times at which meetings can be scheduled. An example is the IP Australia agreement:

To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30 am and finish by 5.00 pm.

To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

17. Some APS enterprise agreements contain arrangements that purport to restrict the use of non-ongoing employment. For example:

Screen Australia may engage employees as fixed term employees where:

- a) the specific job performed by the employee is not required to be performed on an ongoing basis, and is associated with fixed term programs and projects;*
- b) the skills and experience required are either:

 - a. for specified periods of time; or*
 - b. for specified tasks; or**
- c) industry sourced skills and experiences are required and there is an assumption that employees will return to that industry.*

Clauses that use a lot of words to say nothing of substance

18. Many APS enterprise agreements are not well-drafted. However, some have been drafted in such a way as to make it difficult for employees or managers to understand what, if any, entitlements they provide. For example, from the Defence Enterprise Agreement:

A2.1 To allow flexibility in decision-making, this Agreement provides a principles-based decision making framework. The following principles underpin all provisions in this Agreement:

- a. assisting employees to balance their work and private commitments;*
- b. providing a safe, secure and fair environment;*
- c. making the most efficient use of resources and supporting sustainable environmental management;*
- d. respecting and valuing diversity;*
- e. preventing discrimination;*
- f. ensuring freedom of association; and*
- g. behaving honestly.*

A2.2 Procedural fairness is to be observed in all employment decisions, so that:

- a. employees are given an opportunity to be heard and promptly advised of the decision;*
- b. those hearing an employee are unbiased;*
- c. any decision regarding the employee is based on sufficient evidence to support the decision; and*
- d. confidentiality and privacy is observed except where it would be inappropriate to do so.*

A2.3 While principles-based decision-making provides flexibility, it still requires the application of the Defence values and APS Values in the decision-making process. The APS Values, set out in section 10(1) of the PS Act, have evolved to reflect the greater flexibility, efficiency and business practices required by today's organisation. They not only shape an ethical and productive workplace culture – they also define our legal commitment to both the government and the people we serve. The APS Values recognise this can only be achieved

through trust, rather than increased procedure. Employees must, in turn, recognise that this level of trust comes with increased responsibility, and that any breach of the APS Values, or of the APS Code of Conduct, may result in serious penalty, or even dismissal, for those responsible.

Defence values – PLICIT

A2.4 Defence has a framework of values that reflects the long traditions and distinctive identities of the three Services and the APS. They underpin our corporate culture and contribute to achieving organisational goals. The Defence values – Professionalism, Loyalty, Integrity, Courage, Innovation and Teamwork (PLICIT) – have been formulated as a unifying factor across all facets of Defence. The Defence values work alongside the APS Values and the values of each of the single Services. They form the basis of the behaviours expected of all our people and leaders (both APS and ADF) in Defence.

Guaranteed facilities for union delegates

19. Most APS agreements contain prescriptive arrangements which guarantee union delegates access to use workplace facilities, infrastructure, technology and resources for the purposes of carrying out their role with their union. The common arrangement included in many EAs is at Attachment B.

Attachment A

Department of Human Services agreement**A1 NEGOTIATION OF WORKING HOURS**

- A1.1 An employee and their direct supervisor will together design and reach agreement on the employee's working hours, genuinely negotiating where necessary. These working hours may take the form of a pattern of ordinary hours of duty or a regular hours agreement.
- A1.2 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor will make all reasonable efforts to accommodate an employee's requests.
- A1.3 A regular hours agreement may be requested by an employee and, if approved, will apply for a specified period of 12 months unless a shorter period is requested by the employee.
- A1.4 An employee who requests a regular hours agreement will be advised in writing of the outcome of their request. Agreements will be jointly reviewed at the end of the period.

Processes

- A1.5 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor and employee will take into account a balance of:
 - (a) the employee's needs and preferences; and
 - (b) the capacity and needs of a team, workplace, or business line to meet its internal or external service delivery requirements.
- A1.6 A regular hours agreement will include start and finish times and lunch times.
- A1.7 Where requested by the employee, a regular hours agreement will be designed to include one or more planned day(s) off in a settlement period.
- A1.8 Where a direct supervisor cannot accommodate an employee's request in respect of a pattern of ordinary hours or a regular hours agreement, the direct supervisor will:
 - (a) discuss the reasons for the decision with the employee; and
 - (b) provide written reasons for the decision, if requested by the employee.
- A1.9 Where an employee and their direct supervisor cannot reach agreement on a pattern of ordinary hours or a regular hours agreement, the employee will continue to work in accordance with their existing pattern of ordinary hours or regular hours agreement until the end of the current settlement period.
- A1.10 At the end of the current settlement period, if agreement cannot be reached, the employee may choose:
 - (a) to work in accordance with a default regular hours option; or
 - (b) to continue their existing pattern of ordinary hours or regular hours agreement for a further settlement period, after which time the employee will work in accordance with a default regular hours option.
- A1.11 Default regular hours (for a full time employee) will apply in accordance with the options listed below that the Secretary determines best suits the work area:
 - (a) 8.30am to 5.00pm with 60 minute lunch break.
 - (b) commencement 15 minutes before the opening time of the workplace or 7.45am (whichever is the later), with a lunch break of 30, 45 or 60 minutes; or

- (c) finish 15 minutes after close of a customer contact period or 5.15pm (whichever is the earlier), with a lunch break of 30, 45 or 60 minutes.

Variations on negotiated hours

- A1.1 Employees will have at least four weeks notice for a change in arrangements unless the employee agrees to a lesser timeframe.
- A1.2 An employee may request changes to their pattern of ordinary hours or regular hours agreement at any stage.
- A1.3 The regular hours agreement may be varied, by agreement, between the Secretary and the employee.
- A1.4 The employee and their supervisor will meet and discuss the regular hours arrangements a month before the end date of the current regular hours agreement to enable discussion on continuing the regular hours agreement for a further 12 months or to negotiate new regular hours arrangements.

A2 ROSTERS

- A2.1 Rostering of some employees is essential to the department's primary function of quality service delivery. The department seeks to balance flexibility and certainty for employees and business areas, to assist in the design of quality jobs, a better work/life balance and a healthy and safe work environment.
- A2.2 The department will, in consultation with employees and their representatives, develop and agree a policy for rostering. This policy will include mechanisms to balance flexibility and certainty for employees including adequate breaks.

Principles

- A2.3 Rosters are designed through a process of genuine negotiation between an employee and their team leader/manager, taking into account the agreed pattern of hours.
- A2.4 Rosters will provide employees with adequate time to prepare for the day and pack up at the end of the day, meet and plan, undertake necessary reading, participate in training and other development activities, prepare for the introduction of changes, and include adequate breaks.
- A2.5 Employees and managers are encouraged to apply local, flexible work practices where possible to meet employee's short term or ad hoc work/life balance needs. Managers will make all reasonable efforts to accommodate those requests.

Application

- A2.6 This clause **Error! Reference source not found.** will apply to:
- (a) workplaces or business lines (or parts thereof) that, on commencement of this Agreement, operate on a rostered basis; and
 - (b) other workplaces or business lines where the Secretary determines, in consultation with affected employees and their representatives (under clause A4) will operate on a rostered basis.
- A2.7 All rostered environments as described in **Error! Reference source not found.** will, at a minimum, include provision of:
- (a) planned leave including flex time or planned days off;
 - (b) start and finish times;
 - (c) timing and duration of lunch and tea breaks;

- (d) preparation and pack up time totalling 15 minutes in a single day;
 - (e) a 5 minute break after each 60 minute continuous period of screen/telephony-based work where they are rostered to continue to perform that work for at least a further 15 minutes. The five minute screen-based equipment break will be used to perform other work related activities including appropriate health and well-being activities. This time may form part of a tea break.
- A2.8 The manner in which these are reflected in rosters will depend upon the rostering tool(s) used in each business area.
- A2.9 In locations where cash counting occurs, preparation and pack up time will be increased to 15 minutes preparation time and 15 minutes pack up time.
- A2.10 Where rosters are generated according to national business parameters, those rosters may also include scheduled activities and duration of those activities including:
- (a) face to face customer service;
 - (b) telephone and telephone support activities;
 - (c) follow-up and processing activities
 - (d) training (national and local);
 - (e) learning and development (in blocks of at least 30 minutes);
 - (f) team and one-to-one meetings; and/or
 - (g) other approved roles (such as HCO or HSR duties).

Processes

- A2.11 Rosters will apply for four week periods and may be negotiated up to 12 weeks in advance.
- A2.12 There are three phases in the development of rosters
- (a) identification of an employee's working hours preferences including agreed pattern of hours arrangements;
 - (b) development of draft rosters, and initial negotiation. During the initial negotiation phase, employees may genuinely negotiate changes with their supervisor; and
 - (c) distribution of final rosters and adjustments to final rosters subject to **Error! Reference source not found., Error! Reference source not found. and Error! Reference source not found..**
- A2.13 An employee may request changes to their roster (including scheduled activities outlined in subclause **Error! Reference source not found.**) at any stage.
- A2.14 Employees are encouraged to manage their own ad hoc changes to their roster by swapping with other employees. Agreement by the manager will not be unreasonably refused. Swaps of scheduled activities should not reduce overall task variety for employees during the roster period.
- A2.15 Where the department needs to change rosters due to operational requirements that were unforeseen prior to finalising the roster, the need for changes will be discussed with affected employees at the earliest opportunity. Genuine negotiation of rosters will explore options to meet the operational requirements and give employees reasonable notice of changes to working hours.
- A2.16 Subject to subclause **Error! Reference source not found.**, where changes to start or finish times are not agreed between an employee and their supervisor, and where notice of changes of at least 14 calendar days cannot be provided, the employee will be entitled to overtime

payments for hours that are worked before their previously agreed start time, or after their previously agreed finish time.

- A2.17 In the event that the department, or a workplace or business line within the department, needs to make variations to rostering or scheduling practices, the Secretary will consult with potentially affected employees and their representatives prior to implementing changes to those practices.

A3 HOURS OF SERVICE DELIVERY

- A3.1 The Secretary may determine hours of service delivery that will apply across the department, or in areas of the department.

- A3.2 The department may vary the hours of service delivery to meet customer demand.

- A3.3 If the department needs to vary hours of service delivery or establish new or varied customer service arrangements, and this variation will impact on the hours of duty worked by employees, the Secretary will communicate the business need and consult with potentially affected employees and their representatives, prior to implementing a change in service delivery hours, in accordance with clause A4 of this Agreement. In conducting consultation, the Secretary will consult on matters including, but not limited to:

- (a) staffing levels, and impacts on service levels;
- (b) security and occupational health and safety;
- (c) hours of duty, including rosters, regular hours arrangements and patterns of ordinary hours;
- (d) child care availability, proximity, suitability and costs;
- (e) availability, safety and proximity of public transport and parking; and
- (f) other options to assist existing staff manage changed hours, including recruitment of staff to work changed hours.

- A3.4 Where the Secretary establishes new or varied service delivery hours, the Secretary will not:

- (a) design an employee's pattern of attendance to include hours outside the bandwidth;
- (b) compel an employee to work on public holidays; or
- (c) place an employee in a 12-hour shift arrangement;

without the employee's consent.

- A3.1 The department will not roster staff to perform external customer contact duties, other than normal 24 hour / 7 day services, on the Saturday after Good Friday or any Saturdays that fall within the department's reduced activity period set out in clause **Error! Reference source not found..**

A4 CONSULTATION

- A4.1 The department respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether or not to join and be represented by a union in workplace matters.

- A4.2 Consultation means providing employees and their representatives with a bona fide opportunity to influence a decision-maker prior to a decision being made (where possible), and prior to the implementation of changes.

A4.3 The Secretary will consult with potentially affected employees and their representatives in accordance with this clause A4:

- (a) on the introduction of major changes (or proposed major changes) referred to in subclauses A4.4 and A4.5; and
- (b) on other workplace changes that will have an effect on employees referred to in subclause A4.6.

Major Change

A4.4 Where a decision is made to introduce major changes in program, organisation, structure or technology that are likely to have a significant effect on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes, and their representatives.

A4.5 Significant effects include (but are not limited to):

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

Other workplace changes

A4.6 Where a workplace change that is likely to have an effect on employees (but is not a major change) is proposed, the Secretary will notify potentially affected employees and their representatives.

Timing of consultation

A4.7 Where a decision is made by Government, or is made outside the department, consultation with employees prior to making the decision may not be practicable. In such cases, consultation under this clause A4 regarding the implementation of the decision will occur as early as is reasonably practicable.

A4.8 In other cases, consultation with employees under this clause A4 will occur as early as possible prior to making a decision.

Process

A4.9 The Secretary must consult with the employees affected and their representatives, by:

- (a) discussing the introduction of the major change or other workplace change;
- (b) discussing the effects the change is likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees;
- (c) seeking the feedback and input of affected employees and their representatives, about the changes or proposed changes; and
- (d) giving prompt consideration to feedback or input raised by the employees and their representatives, in relation to the changes or proposed changes.

- A4.10 Depending on the issue for consultation and the relevant workplace or workplaces, consultation may be general or specific, and may take the form of discussions, surveys, working groups, project teams, consultation meetings, other co-design approaches and/or the opportunity to make verbal or written comments.
- A4.11 Local managers will consult with their employees and their representatives on local workplace changes. Consultative arrangements may be formal or informal (for example, standing agenda items for team meetings, committees in larger workplaces, or informal meetings with local managers in smaller worksites). Issues raised at the local level may be referred to a more senior manager.
- A4.12 For the purpose of the discussions under subclause A4.9 and A4.10, the employees concerned and their representatives are to be provided in writing all relevant information about the changes or proposed changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.
- A4.13 The Secretary is not required to disclose confidential or commercially sensitive information to the employees or their representatives.
- A4.14 The Secretary will advise employees and their representatives about how their feedback or input was considered in the decision-making and/or implementation process, as relevant. This advice will be provided in writing, if requested.

Committees

- A4.15 The department will establish consultative committees to consult with unions about workplace changes at the service zone level or national level.
- A4.16 Service Zone Committees (including a National Office Committee), consisting of three management representatives and three union representatives, will meet at least three times per year and will deal with proposed changes within the Service Zone and implementation of Government decisions as they apply to the Service Zone. The Service Zone Committee may escalate relevant issues to the National Consultative Committee (NCC) or a subcommittee of the NCC.
- A4.17 The NCC will consist of four management and four union representatives, will meet quarterly, and will deal with proposed changes within the department, and implementation of Government decisions as they apply to the department. The NCC may establish subcommittees on an as needs basis to deal with issues that require specific attention.

Attachment B

Principles relating to workplace delegates – Majority of APS Agreements

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- *The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
- *Recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
- *The right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act*
- *The right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*
- *The right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
- *Undertaking their role and having union representation on an agency's workplace relations consultative committee;*
- *Reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
- *The right to address new employees about union membership at the time they enter employment;*
- *The right to consultation, and access to relevant information about the workplace and the agency; and*
- *The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- *Reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;*
- *Reasonable access to appropriate training in workplace relations matters including training provided by a union;*
- *Reasonable paid time off to represent union members in the agency at relevant union forums.*

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

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

FOI

From: LLOYD,John
Sent: Thursday, 28 May 2015 2:59 PM
To: s. 47F
Subject: FW: Examples of generous arrangements in Commonwealth enterprise agreements [SEC=UNCLASSIFIED]
Attachments: Examples of generous arrangements in Cth enterprise agreements.docx

John Lloyd PSM | Commissioner

Australian Public Service Commission
 Level 6, Aviation House, 16 Furzer Street, PHILLIP ACT 2606
P: +612 6202 3501 | **W:** www.apsc.gov.au

From: LLOYD,John
Sent: Monday, 13 April 2015 5:59 PM
To: jroskam@ipa.org.au
Subject: Examples of generous arrangements in Commonwealth enterprise agreements [SEC=UNCLASSIFIED]

UNCLASSIFIED

Dear John

As discussed I attach a document that highlights some of the more generous agreement provisions applying to APS employees.

I am free to discuss this at any time.

I am also happy to provide a quote for the article if you wished.

It would be good to catch up. I would be available this Friday 17 April from 3.30 pm or the following Friday 24 April in the afternoon. I am scheduled to fly back from Canberra both days arriving in Melbourne early afternoon.

Regards

John Lloyd PSM | Commissioner

Australian Public Service Commission
 Level 6, Aviation House, 16 Furzer Street, PHILLIP ACT 2606
P: +612 6202 3501 | **M:** s. 47F | **W:** www.apsc.gov.au

From: s. 47F
Sent: Monday, 13 April 2015 5:08 PM
To: LLOYD,John
Subject: Examples of generous arrangements in Commonwealth enterprise agreements [SEC=UNCLASSIFIED]

EXAMPLES OF ‘SOFT’ ARRANGEMENTS IN COMMONWEALTH ENTERPRISE AGREEMENTS

Overview

1. Over the past decade, APS employees have enjoyed wage increases substantially above CPI.
2. During this time, APS remuneration increases totalled 50.7 per cent, compared to CPI increases of 31.8 per cent. That is more than most other industries.
3. In addition to these generous wages, Commonwealth public sector agreements have accumulated other generous terms and conditions. These go beyond those provided by minimum safety nets, often well above community standards.

Superannuation

4. Commonwealth superannuation arrangements deliver significant benefits over time compared to what employees would receive from the Superannuation Guarantee. The employer superannuation contribution under the Superannuation Guarantee is 9.5%. The Commonwealth’s employer contribution to its accumulation fund is 15.4%. The following table highlights the significant benefit this represents to Commonwealth employees.

Annual income	\$60,000	\$80,000	\$90,000	\$100,000
9.5% contribution rate	\$5,700	\$7,600	\$8,550	\$9,500
15.4% contribution rate	\$9,240	\$12,320	\$13,860	\$15,400
Additional Commonwealth benefit	\$3,540	\$4,720	\$5,310	\$5,900
20-year benefit*	\$70,800	\$94,400	\$106,200	\$118,000

* The ‘20 year benefit’ calculation is the additional employer superannuation contribution to retirement capital over a 20 year period, excluding additional interest/fund earnings on those amounts.

Leave entitlements

Personal/Carer’s Leave

5. The National Employment Standard guarantees an employee 10 days paid personal/carers’ leave per annum. Leave not used is accrued.
6. The bulk of APS employees receive 15 to 18 days per annum. Some agencies have more generous arrangements than this:
 - a. Department of Infrastructure: 25 days per annum
 - b. Attorney-General’s Department: 22 days per annum
 - c. 13 APS Agencies (incl. 2 Departments): 20 days per annum

Community Service Volunteer Leave

7. Some agencies provide their employees up to 5 days’ paid leave per annum (non-accruable) to conduct volunteer work with a community organisation, provided they do not accept payment from the organisation.

Miscellaneous Leave

8. The CSIRO provides its employees with 4 days paid miscellaneous leave per annum, accruable to a cap of 15 days. Employees may request to take these days whenever they wish and managers are not allowed to refuse reasonable requests to access this leave.
9. Several agencies provide one day of paid leave per annum (non-accruable) to employees for the purposes of moving house. i.e. employees are not expected to access their annual leave or flex leave.

Unusual allowances and other special payments

10. Some agencies provide unusually generous entitlements for employees who travel as part of their official duties. For example:

National Archives of Australia Enterprise Agreement

[For domestic and international travel]

*Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes and **pet accommodation costs** incurred as a direct consequence of their travel on official duty.*

11. Approximately 40% of APS agreements provide allowances to promote 'health and well-being'. The majority of these allowances are less than \$300 per annum. Some examples of those which are greater:

Workplace Gender Equity Agency

229. Effective 1 July 2012, employees shall be entitled to claim reimbursement for Health, Wellness and Fitness expenses to a maximum value of \$900 each financial year (July to June), including GST. The terms and conditions of this entitlement are specified in the EOWA Health, Wellness and Fitness Policy.

Departments of Employment and Education and Training

To assist in the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:

- a. APS 1- 3 employees will receive \$500*
- b. APS 4- EL 2 employees will receive \$200.*

ComSuper Agreement

54. SCHOOL HOLIDAY CARE

54.1 ComSuper will pay a school holiday care allowance to eligible employees for a maximum of two weeks per calendar year during the July/August school holidays and between Christmas and New Year.

54.2 School holiday care allowance is \$25 gross per day for each child of school age placed in approved child care while the parent is at work at Com Super. Where more than one parent works for ComSuper, they must both be at work at ComSuper on a day that a claim is made

and only one claim per day for each child will be paid. The maximum allowance that may be paid is \$250 per Week per employee or employee couple.

54.3 An employee who is on Personal Leave due to their own injury or illness may still be eligible for the allowance. A medical certificate will be required in support of a claim for the allowance.

54.4 School holiday care is care provided by a service which is approved by the Department of Families, Housing, Community Services and Indigenous Affairs to receive Child Care Benefit payments.

54.5 Employees employed on a short term non-ongoing basis will not have access to the allowance.

Defence Enterprise Collective Agreement

Relocation on retirement

H6.1 This provision is limited to those employees who retire, are retired, or who die shortly after accepting an inter-city relocation, which was as a result of an organisational element of Defence being relocated. In such circumstances, the Secretary may approve a request for reimbursement of reasonable removal and transport expenses associated with returning the employee and/or their spouse/partner/dependants to another locality. These provisions do not operate to provide all employees with a retirement/death benefit, and applications made in respect of otherwise eligible employees should be limited to:

- a. compassionate grounds, such as employees who die within five years of their relocation, where surviving dependants would be left without the support of immediate family or close friends;*
- b. employees who retire within five years of a relocation, where such a provision was provided for in that relocation package; or*
- c. situations in which, within five years of relocation, suitable work is no longer available to the employee.*

Australian Customs and Border Protection Service Enterprise Agreement

- Shoe and stocking allowance: \$125.83 per annum
- Clothing allowance: \$711 per annum
- Employees may be reimbursed additional costs up to a maximum of \$500 per annum in accordance with the “Domestic Care Support Scheme.”

Executive Level 1 officers:

- Airline lounge membership if the employee is required to conduct any travel for official purposes (limited to one airline)
- Business class travel for any flights over 2 hours’ duration.
- Entitlement to a minimum of four days’ paid absence per year without deduction from leave credits.

Executive Level 2 officers:

- All receive an annual ‘contact allowance’ in recognition that they may be called outside of normal work hours.
- Can home garage of a Commonwealth vehicle (where one is available and operationally necessary).

- Entitlement to park at work where they elect not to home garage a Commonwealth vehicle.
- Business class travel for any flights over 2 hours' duration – OR – they may elect to take an economy class flight “downgrade” and receive a second economy class ticket so their spouse/partner can accompany them, provided any pricing gap is met by the employee.
- Airline lounge membership if the employee is required to conduct any travel for official purposes.
- Entitlement to a minimum of four days' paid absence per year without deduction from leave credits.

Clauses that restrict operational decision-making

12. In addition to generous terms and conditions, many public sector agreements contain provisions that make it difficult for agencies to respond to changing government and community priorities.
13. An enterprise agreement requires a department that intends to change work patterns to do so with the agreement of the employee. The department was unable to change shift rosters for 12 months, even when the work those employees were employed to do was no longer available.
14. The Department of Human Services agreement provides extraordinarily lengthy provisions on negotiation of working hours. The provisions also dictate in detail how the consultation will occur in respect of changing working hours and other conditions. See **Attachment A**.
15. The Australian Taxation Office Enterprise Agreement limits the ability of the ATO even to move its employees to a new office within the same city. This is included in the agreement even though section 25 of the *Public Service Act 1999* allows Agency Heads the unilateral power to determine the location at which an APS employee will perform their duties.

112.2 To the fullest extent practicable the movement of employees will be on a voluntary basis.

112.3 Hardship factors will be considered in selecting employees to move. Where the ATO finds that the relocation would cause hardship for an employee, the ATO, as far as reasonably practicable, will seek alternatives to relocation.

...

For moves between suburbs (including their immediate surrounds) or between the CBD and

a suburb, employees will be given at least one month's notice of the need for them to move

unless the employees and the delegate agree to a shorter or longer period.

112.5 If significant relocation costs are likely to be incurred, the employee will be entitled to one-off payment upon taking up duty in the new building;

a) for employees at or below the APS 3 level - \$1047 (and \$1068 from 21 June 2012, \$1079 from 3 January 2013, and \$1101 from 20 June 2013),

b) for employees at or above the APS 4 level \$696 (and \$710 from 21 June 2012, \$717 from 3 January 2013, and \$731 from 20 June 2013).

...

112.6 Managers may allow employees up to 3 days leave where this is necessary to arrange personal matters associated with the move.

16. Some enterprise agreements dictate the times at which meetings can be scheduled. An example is the IP Australia agreement:

To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30 am and finish by 5.00 pm.

To assist IP Australia employees meet their personal responsibilities all meetings are to be scheduled to meet the needs of the participants. Wherever possible meetings will not commence before 9:00am and will conclude by 5:00pm, unless otherwise agreed.

17. Some APS enterprise agreements contain arrangements that purport to restrict the use of non-ongoing employment. For example:

Screen Australia may engage employees as fixed term employees where:

- a) the specific job performed by the employee is not required to be performed on an ongoing basis, and is associated with fixed term programs and projects;*
- b) the skills and experience required are either:

 - a. for specified periods of time; or*
 - b. for specified tasks; or**
- c) industry sourced skills and experiences are required and there is an assumption that employees will return to that industry.*

Clauses that use a lot of words to say nothing of substance

18. Many APS enterprise agreements are not well-drafted. However, some have been drafted in such a way as to make it difficult for employees or managers to understand what, if any, entitlements they provide. For example, from the Defence Enterprise Agreement:

A2.1 To allow flexibility in decision-making, this Agreement provides a principles-based decision making framework. The following principles underpin all provisions in this Agreement:

- a. assisting employees to balance their work and private commitments;*
- b. providing a safe, secure and fair environment;*
- c. making the most efficient use of resources and supporting sustainable environmental management;*
- d. respecting and valuing diversity;*
- e. preventing discrimination;*
- f. ensuring freedom of association; and*
- g. behaving honestly.*

A2.2 Procedural fairness is to be observed in all employment decisions, so that:

- a. employees are given an opportunity to be heard and promptly advised of the decision;*
- b. those hearing an employee are unbiased;*
- c. any decision regarding the employee is based on sufficient evidence to support the decision; and*
- d. confidentiality and privacy is observed except where it would be inappropriate to do so.*

A2.3 While principles-based decision-making provides flexibility, it still requires the application of the Defence values and APS Values in the decision-making process. The APS Values, set out in section 10(1) of the PS Act, have evolved to reflect the greater flexibility, efficiency and business practices required by today's organisation. They not only shape an ethical and productive workplace culture – they also define our legal commitment to both the government and the people we serve. The APS Values recognise this can only be achieved

through trust, rather than increased procedure. Employees must, in turn, recognise that this level of trust comes with increased responsibility, and that any breach of the APS Values, or of the APS Code of Conduct, may result in serious penalty, or even dismissal, for those responsible.

Defence values – PLICIT

A2.4 Defence has a framework of values that reflects the long traditions and distinctive identities of the three Services and the APS. They underpin our corporate culture and contribute to achieving organisational goals. The Defence values – Professionalism, Loyalty, Integrity, Courage, Innovation and Teamwork (PLICIT) – have been formulated as a unifying factor across all facets of Defence. The Defence values work alongside the APS Values and the values of each of the single Services. They form the basis of the behaviours expected of all our people and leaders (both APS and ADF) in Defence.

Guaranteed facilities for union delegates

19. Most APS agreements contain prescriptive arrangements which guarantee union delegates access to use workplace facilities, infrastructure, technology and resources for the purposes of carrying out their role with their union. The common arrangement included in many EAs is at **Attachment B**.

Department of Human Services agreement**A1 NEGOTIATION OF WORKING HOURS**

- A1.1 An employee and their direct supervisor will together design and reach agreement on the employee's working hours, genuinely negotiating where necessary. These working hours may take the form of a pattern of ordinary hours of duty or a regular hours agreement.
- A1.2 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor will make all reasonable efforts to accommodate an employee's requests.
- A1.3 A regular hours agreement may be requested by an employee and, if approved, will apply for a specified period of 12 months unless a shorter period is requested by the employee.
- A1.4 An employee who requests a regular hours agreement will be advised in writing of the outcome of their request. Agreements will be jointly reviewed at the end of the period.

Processes

- A1.5 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor and employee will take into account a balance of:
- (a) the employee's needs and preferences; and
 - (b) the capacity and needs of a team, workplace, or business line to meet its internal or external service delivery requirements.
- A1.6 A regular hours agreement will include start and finish times and lunch times.
- A1.7 Where requested by the employee, a regular hours agreement will be designed to include one or more planned day(s) off in a settlement period.
- A1.8 Where a direct supervisor cannot accommodate an employee's request in respect of a pattern of ordinary hours or a regular hours agreement, the direct supervisor will:
- (a) discuss the reasons for the decision with the employee; and
 - (b) provide written reasons for the decision, if requested by the employee.
- A1.9 Where an employee and their direct supervisor cannot reach agreement on a pattern of ordinary hours or a regular hours agreement, the employee will continue to work in accordance with their existing pattern of ordinary hours or regular hours agreement until the end of the current settlement period.
- A1.10 At the end of the current settlement period, if agreement cannot be reached, the employee may choose:
- (a) to work in accordance with a default regular hours option; or
 - (b) to continue their existing pattern of ordinary hours or regular hours agreement for a further settlement period, after which time the employee will work in accordance with a default regular hours option.
- A1.11 Default regular hours (for a full time employee) will apply in accordance with the options listed below that the Secretary determines best suits the work area:
- (a) 8.30am to 5.00pm with 60 minute lunch break.
 - (b) commencement 15 minutes before the opening time of the workplace or 7.45am (whichever is the later), with a lunch break of 30, 45 or 60 minutes; or

- (c) finish 15 minutes after close of a customer contact period or 5.15pm (whichever is the earlier), with a lunch break of 30, 45 or 60 minutes.

Variations on negotiated hours

- A1.1 Employees will have at least four weeks notice for a change in arrangements unless the employee agrees to a lesser timeframe.
- A1.2 An employee may request changes to their pattern of ordinary hours or regular hours agreement at any stage.
- A1.3 The regular hours agreement may be varied, by agreement, between the Secretary and the employee.
- A1.4 The employee and their supervisor will meet and discuss the regular hours arrangements a month before the end date of the current regular hours agreement to enable discussion on continuing the regular hours agreement for a further 12 months or to negotiate new regular hours arrangements.

A2 ROSTERS

- A2.1 Rostering of some employees is essential to the department's primary function of quality service delivery. The department seeks to balance flexibility and certainty for employees and business areas, to assist in the design of quality jobs, a better work/life balance and a healthy and safe work environment.
- A2.2 The department will, in consultation with employees and their representatives, develop and agree a policy for rostering. This policy will include mechanisms to balance flexibility and certainty for employees including adequate breaks.

Principles

- A2.3 Rosters are designed through a process of genuine negotiation between an employee and their team leader/manager, taking into account the agreed pattern of hours.
- A2.4 Rosters will provide employees with adequate time to prepare for the day and pack up at the end of the day, meet and plan, undertake necessary reading, participate in training and other development activities, prepare for the introduction of changes, and include adequate breaks.
- A2.5 Employees and managers are encouraged to apply local, flexible work practices where possible to meet employee's short term or ad hoc work/life balance needs. Managers will make all reasonable efforts to accommodate those requests.

Application

- A2.6 This clause **Error! Reference source not found.** will apply to:
 - (a) workplaces or business lines (or parts thereof) that, on commencement of this Agreement, operate on a rostered basis; and
 - (b) other workplaces or business lines where the Secretary determines, in consultation with affected employees and their representatives (under clause A4) will operate on a rostered basis.
- A2.7 All rostered environments as described in **Error! Reference source not found.** will, at a minimum, include provision of:
 - (a) planned leave including flex time or planned days off;
 - (b) start and finish times;
 - (c) timing and duration of lunch and tea breaks;

- (d) preparation and pack up time totalling 15 minutes in a single day;
 - (e) a 5 minute break after each 60 minute continuous period of screen/telephony-based work where they are rostered to continue to perform that work for at least a further 15 minutes. The five minute screen-based equipment break will be used to perform other work related activities including appropriate health and well-being activities. This time may form part of a tea break.
- A2.8 The manner in which these are reflected in rosters will depend upon the rostering tool(s) used in each business area.
- A2.9 In locations where cash counting occurs, preparation and pack up time will be increased to 15 minutes preparation time and 15 minutes pack up time.
- A2.10 Where rosters are generated according to national business parameters, those rosters may also include scheduled activities and duration of those activities including:
- (a) face to face customer service;
 - (b) telephone and telephone support activities;
 - (c) follow-up and processing activities
 - (d) training (national and local);
 - (e) learning and development (in blocks of at least 30 minutes);
 - (f) team and one-to-one meetings; and/or
 - (g) other approved roles (such as HCO or HSR duties).

Processes

- A2.11 Rosters will apply for four week periods and may be negotiated up to 12 weeks in advance.
- A2.12 There are three phases in the development of rosters
- (a) identification of an employee's working hours preferences including agreed pattern of hours arrangements;
 - (b) development of draft rosters, and initial negotiation. During the initial negotiation phase, employees may genuinely negotiate changes with their supervisor; and
 - (c) distribution of final rosters and adjustments to final rosters subject to **Error! Reference source not found., Error! Reference source not found. and Error! Reference source not found..**
- A2.13 An employee may request changes to their roster (including scheduled activities outlined in subclause **Error! Reference source not found.**) at any stage.
- A2.14 Employees are encouraged to manage their own ad hoc changes to their roster by swapping with other employees. Agreement by the manager will not be unreasonably refused. Swaps of scheduled activities should not reduce overall task variety for employees during the roster period.
- A2.15 Where the department needs to change rosters due to operational requirements that were unforeseen prior to finalising the roster, the need for changes will be discussed with affected employees at the earliest opportunity. Genuine negotiation of rosters will explore options to meet the operational requirements and give employees reasonable notice of changes to working hours.
- A2.16 Subject to subclause **Error! Reference source not found.**, where changes to start or finish times are not agreed between an employee and their supervisor, and where notice of changes of at least 14 calendar days cannot be provided, the employee will be entitled to overtime

payments for hours that are worked before their previously agreed start time, or after their previously agreed finish time.

- A2.17 In the event that the department, or a workplace or business line within the department, needs to make variations to rostering or scheduling practices, the Secretary will consult with potentially affected employees and their representatives prior to implementing changes to those practices.

A3 HOURS OF SERVICE DELIVERY

- A3.1 The Secretary may determine hours of service delivery that will apply across the department, or in areas of the department.

- A3.2 The department may vary the hours of service delivery to meet customer demand.

- A3.3 If the department needs to vary hours of service delivery or establish new or varied customer service arrangements, and this variation will impact on the hours of duty worked by employees, the Secretary will communicate the business need and consult with potentially affected employees and their representatives, prior to implementing a change in service delivery hours, in accordance with clause A4 of this Agreement. In conducting consultation, the Secretary will consult on matters including, but not limited to:

- (a) staffing levels, and impacts on service levels;
- (b) security and occupational health and safety;
- (c) hours of duty, including rosters, regular hours arrangements and patterns of ordinary hours;
- (d) child care availability, proximity, suitability and costs;
- (e) availability, safety and proximity of public transport and parking; and
- (f) other options to assist existing staff manage changed hours, including recruitment of staff to work changed hours.

- A3.4 Where the Secretary establishes new or varied service delivery hours, the Secretary will not:

- (a) design an employee's pattern of attendance to include hours outside the bandwidth;
- (b) compel an employee to work on public holidays; or
- (c) place an employee in a 12-hour shift arrangement;

without the employee's consent.

- A3.1 The department will not roster staff to perform external customer contact duties, other than normal 24 hour / 7 day services, on the Saturday after Good Friday or any Saturdays that fall within the department's reduced activity period set out in clause **Error! Reference source not found.**

A4 CONSULTATION

- A4.1 The department respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether or not to join and be represented by a union in workplace matters.

- A4.2 Consultation means providing employees and their representatives with a bona fide opportunity to influence a decision-maker prior to a decision being made (where possible), and prior to the implementation of changes.

A4.3 The Secretary will consult with potentially affected employees and their representatives in accordance with this clause A4:

- (a) on the introduction of major changes (or proposed major changes) referred to in subclauses A4.4 and A4.5; and
- (b) on other workplace changes that will have an effect on employees referred to in subclause A4.6.

Major Change

A4.4 Where a decision is made to introduce major changes in program, organisation, structure or technology that are likely to have a significant effect on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes, and their representatives.

A4.5 Significant effects include (but are not limited to):

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

Other workplace changes

A4.6 Where a workplace change that is likely to have an effect on employees (but is not a major change) is proposed, the Secretary will notify potentially affected employees and their representatives.

Timing of consultation

A4.7 Where a decision is made by Government, or is made outside the department, consultation with employees prior to making the decision may not be practicable. In such cases, consultation under this clause A4 regarding the implementation of the decision will occur as early as is reasonably practicable.

A4.8 In other cases, consultation with employees under this clause A4 will occur as early as possible prior to making a decision.

Process

A4.9 The Secretary must consult with the employees affected and their representatives, by:

- (a) discussing the introduction of the major change or other workplace change;
- (b) discussing the effects the change is likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees;
- (c) seeking the feedback and input of affected employees and their representatives, about the changes or proposed changes; and
- (d) giving prompt consideration to feedback or input raised by the employees and their representatives, in relation to the changes or proposed changes.

- A4.10 Depending on the issue for consultation and the relevant workplace or workplaces, consultation may be general or specific, and may take the form of discussions, surveys, working groups, project teams, consultation meetings, other co-design approaches and/or the opportunity to make verbal or written comments.
- A4.11 Local managers will consult with their employees and their representatives on local workplace changes. Consultative arrangements may be formal or informal (for example, standing agenda items for team meetings, committees in larger workplaces, or informal meetings with local managers in smaller worksites). Issues raised at the local level may be referred to a more senior manager.
- A4.12 For the purpose of the discussions under subclause A4.9 and A4.10, the employees concerned and their representatives are to be provided in writing all relevant information about the changes or proposed changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.
- A4.13 The Secretary is not required to disclose confidential or commercially sensitive information to the employees or their representatives.
- A4.14 The Secretary will advise employees and their representatives about how their feedback or input was considered in the decision-making and/or implementation process, as relevant. This advice will be provided in writing, if requested.

Committees

- A4.15 The department will establish consultative committees to consult with unions about workplace changes at the service zone level or national level.
- A4.16 Service Zone Committees (including a National Office Committee), consisting of three management representatives and three union representatives, will meet at least three times per year and will deal with proposed changes within the Service Zone and implementation of Government decisions as they apply to the Service Zone. The Service Zone Committee may escalate relevant issues to the National Consultative Committee (NCC) or a subcommittee of the NCC.
- A4.17 The NCC will consist of four management and four union representatives, will meet quarterly, and will deal with proposed changes within the department, and implementation of Government decisions as they apply to the department. The NCC may establish subcommittees on an as needs basis to deal with issues that require specific attention.

Principles relating to workplace delegates – Majority of APS Agreements

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- *The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
- *Recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
- *The right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act*
- *The right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*
- *The right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
- *Undertaking their role and having union representation on an agency's workplace relations consultative committee;*
- *Reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
- *The right to address new employees about union membership at the time they enter employment;*
- *The right to consultation, and access to relevant information about the workplace and the agency; and*
- *The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- *Reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;*
- *Reasonable access to appropriate training in workplace relations matters including training provided by a union;*
- *Reasonable paid time off to represent union members in the agency at relevant union forums.*

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

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

FOI

From: LLOYD,John
Sent: Monday, 13 April 2015 9:33 PM
To: John Roskam
Cc: s. 47F
Subject: RE: Examples of generous arrangements in Commonwealth enterprise agreements [SEC=UNCLASSIFIED]

UNCLASSIFIED

John

Friday 24 at 4.00 is great for me. It is in the calendar.

John Lloyd PSM | Commissioner

Australian Public Service Commission
 Level 6, Aviation House, 16 Furzer Street, PHILLIP ACT 2606
P: +612 6202 3501 | **M:** s. 47F | **W:** www.apsc.gov.au

From: John Roskam [mailto:jroskam@ipa.org.au]
Sent: Monday, 13 April 2015 9:20 PM
To: LLOYD,John
Subject: RE: Examples of generous arrangements in Commonwealth enterprise agreements [SEC=UNCLASSIFIED]

Hi John
 Thank you for this - that is very handy. Unfortunately I can't do this Friday but anytime in the afternoon on Friday 24 would be good. Should we have a beer at say 4pm on 24 April?
 regards John

From: LLOYD,John [John.Lloyd@apsc.gov.au]
Sent: Monday, 13 April 2015 5:59 PM
To: John Roskam
Subject: Examples of generous arrangements in Commonwealth enterprise agreements [SEC=UNCLASSIFIED]

UNCLASSIFIED

Dear John

As discussed I attach a document that highlights some of the more generous agreement provisions applying to APS employees.

I am free to discuss this at any time.

I am also happy to provide a quote for the article if you wished.

It would be good to catch up. I would be available this Friday 17 April from 3.30 pm or the following Friday 24 April in the afternoon. I am scheduled to fly back from Canberra both days arriving in Melbourne early afternoon.

Regards

John Lloyd PSM | Commissioner
Australian Public Service Commission
 Level 6, Aviation House, 16 Furzer Street, PHILLIP ACT 2606
P: +612 6202 3501 | **M:** s. 47F | **W:** www.apsc.gov.au

From: s. 47F

Sent: Monday, 13 April 2015 5:08 PM

To: LLOYD, John

Subject: Examples of generous arrangements in Commonwealth enterprise agreements [SEC=UNCLASSIFIED]

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FOI

From: LLOYD,John
Sent: Wednesday, 25 October 2017 9:49 AM
To: s. 47F; FOSTER,Stephanie; VINE-CAMP,Kerryn
Subject: RE: Examples of 'soft' arrangements in Commonwealth Enterprise Agreements [SEC=UNCLASSIFIED]

UNCLASSIFIED

s. 47F

Yes thanks.

John Lloyd PSM | Commissioner

Australian Public Service Commission

Level 5, B Block, Treasury Building, Parkes Place West, PARKES ACT 2600
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From: s. 47F
Sent: Wednesday, 25 October 2017 9:32 AM
To: LLOYD,John; s. 47F; FOSTER,Stephanie; VINE-CAMP,Kerryn
Subject: FW: Examples of 'soft' arrangements in Commonwealth Enterprise Agreements [SEC=UNCLASSIFIED]

Hi John,

Are you happy with the draft response to s. 47F below?

Hi s. 47F

Please see attached the public document tabled at estimates. Please note that much of it is now dated, as the agreements the data was sourced from have been replaced.

Thanks,

s. 47F

s. 47F | Assistant Director – Media and Engagement

Australian Public Service Commission

Level 3, B Block, Treasury Building, Parkes Place West, Parkes ACT 2600

P: s. 47F | M: s. 47F | W: www.apsc.gov.au

From: s. 47F
Sent: Monday, 23 October 2017 1:11 PM
To: APSC - Media Enquiries
Subject: Request for document

Hi

May I please get a copy of the document "Examples of generous arrangements in Commonwealth enterprise agreements" prepared by the APSC in 2015 please - I can't find it on your website.

Many thanks

s. 47F

s. 47F



REF No.	CATEGORY	FROM	RECEIVED	IN/ OUT	SUBJECT	STATUS
273	Paper	Helen Bull	10.04.15	IN	Examples of 'soft' arrangements in Commonwealth enterprise agreements	