



Australian Electoral Commission

Enterprise Agreement

2016–2019



AEC

Australian Electoral Commission

Table of Contents

Section A – Title and scope of the Agreement	1
1 Title.....	1
2 Parties Covered	1
3 Commencement and duration	1
4 Operation of the Agreement	1
5 Political neutrality	1
6 Delegation of powers	2
Section B – Definitions	3
7 Definitions	3
Section C – Working together: consultation and communication	6
8 Principles of consultation and communication	6
9 Consultation on major changes.....	6
Section D – Remuneration	8
10 Salary increases and advancement	8
11 Method of Salary payment	8
12 Salary on commencement, transfer, reassignment or promotion.....	8
13 Salary on reduction	9
14 Superannuation.....	9
15 Supported wage system.....	10
16 Probation	10
17 Salary sacrifice arrangements.....	10
18 Individual flexibility arrangements.....	10
Section E – Classification Structure.....	11
19 Entry level programs	11
20 Lawyers	11
21 Casual Employees	12
Section F – Working Arrangements	14
22 Hours of work.....	14
23 Agreed work patterns	14
24 Specified work patterns.....	14
25 Shift work.....	15
26 Recording attendance and leave.....	15
27 Christmas closedown	15
28 Public holidays	15
Section G – Flexible working arrangements.....	17
29 Flexibility in working arrangements	17
30 APS 1-6 employees’ flexible working arrangements.....	17
31 Flextime	17
32 Reversion to standard work pattern.....	18
33 EL Employees’ flexible working arrangements	18
34 Part-time employment.....	19
35 Working outside the office	20

Section H – Working arrangements outside of ordinary hours and additional hours	21
36 Overtime (APS 1-6 Level Employees)	21
37 EL Employees' additional hours	22
38 Rest relief after working additional hours	22
39 Transport, travel time and excess fares	22
40 Overtime meal allowance	23
41 Out of hours restriction allowance	23
42 Emergency Duty allowance	24
Section I – Allowances and reimbursements	25
43 Retention payment	25
44 Multiple divisional site management payment	26
45 Higher duties allowance	26
46 First aid allowance	26
47 Health and safety representative allowance	26
48 Relocation assistance	27
49 Remote localities assistance	27
50 Payment on separation or death	28
51 Reimbursement for loss or damage	28
52 Professional allowance	28
53 Emergency care of Dependants	28
Section J – Travel	29
54 Travel allowance	29
55 Domestic travel outside bandwidth	29
56 Overseas travel	29
57 Dependant care while travelling	30
58 Clothing allowance	30
Section K – Leave	31
59 Application and approval	31
60 Cancelled leave or recall to duty	31
61 Absences not counting for service	31
62 Annual leave	31
63 Annual leave cash out	32
64 Excess annual leave	32
65 Purchased leave	32
66 Personal leave	33
67 Provision of medical documentary evidence	34
68 Compassionate/Bereavement leave	34
69 Miscellaneous leave	35
70 Community service leave	35
71 Long service leave	35
72 Parental leave	35
73 Unpaid parental leave	36
74 Extending unpaid parental leave	37
75 Return to work after parental leave	37
76 Defence reservists leave	37
77 War service sick leave	38
78 Portability of leave	38
79 Unauthorised absence	38

Section L – Enhancing individual performance.....	39
80 Performance management.....	39
81 Managing unsatisfactory performance of duties	39
Section M – Workforce adjustment	40
82 Resignation or Retirement.....	40
83 Redeployment and Redundancy	40
Section N – Dispute resolution	45
84 Resolution of Agreement disputes.....	45
Section O – Formal acceptance of Agreement and Signatories.....	46
Attachment 1 – Salary rates	47
Attachment 2 – Supported wage system	49
1 Eligibility criteria	49
2 Supported wage rates	49
3 Assessment of capacity	49
4 Other terms and conditions of employment	49
5 Trial Period	49
Attachment 3 – Shift work.....	51
1 Overview.....	51
2 Operation of shifts.....	51
3 Introduction of 12 hour shifts	51
4 Penalty rates.....	52
5 Penalty rates for working Saturdays, Sundays or public holidays	52
6 Public holiday duty	52
7 Payments stand alone.....	52
8 Overtime	52
9 Leave.....	53

Section A – Title and scope of the Agreement

1 Title

- 1.1 This Agreement is known as the Australian Electoral Commission Enterprise Agreement 2016-2019.

2 Parties Covered

- 2.1 In accordance with section 53 of the *Fair Work Act 2009* (Cth) (FWA), this Agreement covers:
- a) the Electoral Commissioner (on behalf of the Commonwealth); and
 - b) all APS employees employed under the *Public Service Act 1999* (Cth) (PSA) except for Senior Executive Service (SES) employees.

3 Commencement and duration

- 3.1 This Agreement commences on the seventh day after approval is given by Fair Work Commission and will nominally expire three years after the date of commencement.

4 Operation of the Agreement

- 4.1 This Agreement operates to the exclusion of awards but does not affect an Employee's entitlements, if any, contained in the PSA, the FWA and/or other Commonwealth legislation, including legislation relating to:
- a) discrimination;
 - b) long service leave;
 - c) maternity leave;
 - d) parental leave;
 - e) superannuation;
 - f) workers' compensation; or
 - g) work health and safety.
- 4.2 To the extent that there is inconsistency between this Agreement and any applicable legislation, the terms of the legislation will prevail.
- 4.3 The operation of this Agreement is supported by policies, procedures and guidelines which will apply in the form they are in as at the time of any relevant action/decision. Such policies, procedures and guidelines do not form part of this Agreement. If there is an inconsistency between the policies, procedures and/or guidelines and this Agreement, this Agreement will prevail to the extent of the inconsistency.

5 Political neutrality

- 5.1 Political neutrality is an inherent requirement for all Employees working at the AEC.
- 5.2 Employees must at all times, in connection with their employment, maintain political neutrality and not engage publicly in any political affairs.

6 Delegation of powers

- 6.1 The Electoral Commissioner may, in writing, delegate to, or authorise, a person or persons to perform any of the Electoral Commissioner's powers or functions under this Agreement, subject to conditions.
- 6.2 Where the Agreement implies that approval is necessary, or specifies that payment will be made or leave will be granted, but a head of power is not specified, the Agreement should be read as meaning the approval of the Electoral Commissioner must be obtained prior to the action occurring.

Section B – Definitions

7 Definitions

7.1 In this Agreement, the following definitions apply:

ACT Government Service	Covers those persons employed under the <i>Public Sector Management Act 1994 (ACT)</i> and the <i>Legal Aid Act 1977 (ACT)</i> .
AEC	Means the Australian Electoral Commission.
Agreement	Means this Enterprise Agreement made under s.172 of the FWA.
APS	Means the Australian Public Service.
Authorised TOIL Credits	Means the amount of TOIL: <ul style="list-style-type: none"> a) agreed by the Electoral Commissioner; and b) recorded by the EL Employee and the Electoral Commissioner, prior to any additional hours being worked by the EL Employee.
Casual Employee	Is an employee engaged by the AEC under paragraph 22(2)(c) of the PSA to perform duties on an irregular or intermittent basis.
Classification	Means an approved classification under the <i>Public Service Classification Rules 2000</i> .
Dependant	Includes: <ul style="list-style-type: none"> a) a person who stands in a genuine domestic or household relationship with the Employee, regardless of the person's sex, and who is wholly or substantially dependent upon the Employee; and b) a child, Foster Child or adopted child of the Employee or a person who stands in a genuine domestic or household relationship with the Employee, and who is less than 21 years of age, and wholly or substantially dependent upon the Employee.
Electoral Commissioner	Means the Chief Executive Officer of the AEC referred to in section 18 of the <i>Commonwealth Electoral Act 1918 (Cth)</i> , or his/her delegate as the context permits.
Emergency Duty	Means where an Employee is directed to return to duty to meet an emergency outside the bandwidth, without prior notice.
Employee	Is an employee engaged by the AEC under section 22 of the PSA.
Employee Representative	Is a person or organisation authorised to represent the interests of individuals or groups of Employees.
EL Employee	Means an Employee performing duties at an executive level Classification.

Evidence	Means evidence to support a claim of an entitlement under this Agreement that would satisfy a reasonable person. This may include a Medical Certificate, a receipt for Receipted Costs, or a statutory declaration, as the context requires.
Foster Child	Means a child for whom the Employee has assumed primary responsibility for the long term care of the child who is, or will be, under 16 years of age and the child is not (otherwise than because of the fostering) a child of the Employee or the Employee's Spouse/De facto Partner.
FWA	Means the <i>Fair Work Act 2009</i> (Cth).
Hourly Rate	Means the fortnightly salary (as described in clause 11.1) divided by 75 (standard fortnightly hours).
Flexitime Credit	Means the accumulated amount of time worked by an APS 1-6 Employee in excess of the standard days in the settlement period, including any carry over. For the avoidance of doubt, this does not include any additional hours paid as overtime.
Flexitime Debit	Means the difference between the sum of the standard days in a settlement period and the aggregate amount of time worked by an APS 1-6 Employee where the total time worked is less than the sum of the standard days in the Settlement Period after any necessary adjustment has been made for any absence on approved leave and includes any carry over.
Immediate Family or Household	As defined in the FWA, includes a person who may belong to one of the following categories: <ul style="list-style-type: none"> a) a Spouse/De facto Partner, child, parent, grandparent, grandchild or sibling of the Employee; or b) a child, parent, grandparent, grandchild or sibling of a Spouse/De facto Partner of the Employee. An Employee's Immediate Family or Household may also include: <ul style="list-style-type: none"> a) a member of an Employee's household other than described above; or b) traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the Employee belongs.
Medical Certificate	Has the same meaning as under the FWA.
National Election	Means an election conducted under the <i>Commonwealth Electoral Act 1918</i> (Cth) involving electors from each division and which is not a by-election for the House of Representatives.
PSA	Means the <i>Public Service Act 1999</i> (Cth).
Receipted Costs	Means costs incurred by an Employee as a result of undertaking AEC business, where those costs are supported by Evidence.

Salary	The Employee's rate of pay (in accordance with the pay rates at Attachment 1) will be salary for all purposes, including superannuation (subject to relevant superannuation scheme rules), overtime, severance and termination payments. Participation in salary sacrifice arrangements or purchased leave options will not affect salary for these purposes.
Settlement Period	Means the period over which calculations are made to determine the Flextime Credit or Flextime Debit of an Employee. The Settlement Period is four calendar weeks (equating to 150 ordinary hours for full-time Employees) commencing on payday Thursday and ceasing on the Wednesday before payday four weeks later.
Spouse /De facto Partner	Has the same meaning as given under the FWA.
TOIL	Means time off in lieu.

Section C – Working together: consultation and communication

8 Principles of consultation and communication

- 8.1** The AEC will operate a national consultative forum and a consultative forum in each State and Territory comprised of management and Employee Representatives. These forums will provide a mechanism for consultation on matters in relation to the operation and implementation of this Agreement. Employees may choose to nominate a representative to represent their interests in the forums. These forums will operate in accordance with the respective Terms of Reference, which shall only be altered by agreement of those involved.
- 8.2** Policies that support this Agreement will only be updated following reasonable consultation with Employees through the national consultative forum.

9 Consultation on major changes

- 9.1** This clause applies if the AEC:
- a) has made a definite decision to introduce a major change to a production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 9.2** In this clause, 'relevant employees' means the Employees who may be affected by a change referred to in clause 9.1.

Major change

- 9.3** For a major change referred to in clause 9.1a):
- a) the AEC must notify the relevant employees of the decision to introduce the major change; and
 - b) clauses 9.4 to 9.10 apply.
- 9.4** The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 9.5** If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the AEC of the identity of the representative, the AEC must recognise the representative.
- 9.6** As soon as practicable after making its decision, the AEC must:
- a) discuss with the relevant employees:
 - i) the introduction of the change; and
 - ii) the effect the change is likely to have on the employees; and
 - iii) measures the AEC is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion - provide, in writing, to the relevant employees:
 - i) all relevant information about the change including the nature of the change proposed; and

- ii) information about the expected effects of the change on the employees; and
- iii) any other matters likely to affect the employees.

- 9.7** However, the AEC is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.8** The AEC must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.9** If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the AEC, the requirements set out in clause 9.3a) and clauses 9.4 and 9.6 are taken not to apply.
- 9.10** In this clause, a major change is likely to have a significant effect on Employees if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the AEC's workforce or to the skills required of Employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain Employees; or
 - f) the need to relocate Employees to another workplace; or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 9.11** For a change referred to in clause 9.1b):
- a) the AEC must notify the relevant employees of the proposed change; and
 - b) clauses 9.12 to 9.16 apply.
- 9.12** The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 9.13** If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the AEC of the identity of the representative, the AEC must recognise the representative.
- 9.14** As soon as practicable after proposing to introduce the change, the AEC must:
- a) discuss with the relevant employees the introduction of the change; and
 - b) for the purposes of the discussion—provide to the relevant employees:
 - i) all relevant information about the change, including the nature of the change; and
 - ii) information about what the AEC reasonably believes will be the effects of the change on the employees; and
 - iii) information about any other matters that the AEC reasonably believes are likely to affect the employees; and
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.15** However, the AEC is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.16** The AEC must give prompt and genuine consideration to matters raised about the change by the relevant employees.

Section D – Remuneration

10 Salary increases and advancement

10.1 Employees will receive a productivity Salary increase over the life of the Agreement as follows:

- a) 3% on commencement date of this Agreement;
- b) 2% 12 months after commencement; and
- c) 1% 24 months after commencement.

10.2 The Salary increases are provided in the Salary rates table at Attachment 1.

10.3 An Employee (excluding employees participating in entry level programs or who are engaged under paragraph 22(2)(b) of the PSA for less than six months) participating in the AEC's performance management program will receive salary advancement on 1 July each year of one pay point relevant to the Employee's Classification, if the Employee:

- a) has been working at that Classification to which the salary advancement relates on or before 31 March;
- b) meets the requirements of clause 45.5 if in receipt of higher duties allowance;
- c) is not already at the highest pay point of their Classification;
- d) has been rated as meeting the requirements in their end-of-cycle performance review; and
- e) is not having issues addressed through an informal or formal unsatisfactory performance of duties process under clause 81.

10.4 Where an Employee is in receipt of higher duties allowance, they will be eligible for salary advancement at both their temporary and substantive Classification. Advancement at their temporary Classification is in accordance with clause 45.

11 Method of Salary payment

11.1 Employees will be paid fortnightly according to the formula:

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

11.2 Employees will have their fortnightly Salary paid in arrears by electronic funds transfer into a financial institution account of their choice allowing for reasonable disbursements or deductions at the request of the Employee.

12 Salary on commencement, transfer, reassignment or promotion

12.1 Subject to clauses 12.2 – 12.3, where an Employee:

- a) commences at the AEC;
- b) is reassigned to a position at a higher classification; or
- c) is promoted within the AEC,

the Salary will be the minimum pay point of the Employee's relevant Classification.

12.2 The Electoral Commissioner may authorise payment of Salary above the minimum pay point in the relevant Classification, having regard to the experience, qualifications, current Salary and skills of the Employee, and the Salary being paid to staff already engaged in the AEC doing similar work.

- 12.3** Where an Employee transfers to the AEC (either on an ongoing or non-ongoing basis from another APS agency), the AEC will maintain the Employee's salary paid by the current APS agency (where this is above the Salary range of the relevant Classification) until it is absorbed by Salary increases under this Agreement.
- 12.4** Where the Employee has previously performed duties at a higher Classification on a temporary basis in the AEC, and has attained a higher pay point in the range, Salary payable on promotion will be at least at the pay point attained, provided that there has not been more than a two year break since those duties at the higher Classification last ceased.

13 Salary on reduction

- 13.1** The Electoral Commissioner may determine the Salary of an Employee where that Employee is reduced to a lower Classification, either on request or reassignment on a temporary or ongoing basis, having regard to the experience, qualifications and skills of the Employee, and the circumstances under which the reduction occurred.

14 Superannuation

- 14.1** During the term of this Agreement, the AEC will make compulsory employer contributions as required by the applicable legislation.
- 14.2** For an Employee who is entitled to superannuation choice but elects not to exercise choice of fund, the default superannuation fund will be the Public Sector Superannuation Accumulation Plan (PSSap).
- 14.3** Where employer contributions are to an accumulation superannuation fund, the employer contribution will be the same percentage of the applicable superannuation salary as that required for employees who are members of PSSap. At the time of commencement of this Agreement, the rate of PSSap employer contribution is 15.4 percent. During the life of this Agreement, the AEC will continue to pay 15.4 percent.
- 14.4** For an Employee who exercises superannuation choice, the AEC will contribute at the same rate to the choice fund as it contributes to the PSSap fund, which is 15.4%, providing that the fund:
- a) is a complying and registered superannuation fund;
 - b) allows Employee and/or employer contributions to be paid fortnightly through electronic funds transfer;
 - c) makes satisfactory arrangements for the acceptance of payments from the AEC and for information transfer between the AEC's payroll and the fund; and
 - d) is able to accept contributions for people aged over 75 (if applicable).
- 14.5** Subject to clause 14.6, employer superannuation contributions will not be paid on behalf of Employees during periods of unpaid leave that do not count as service, unless otherwise required under legislation.
- 14.6** The AEC will continue to make superannuation payments during periods of unpaid parental, maternity, adoption and foster carers leave to funds where legislation allows. Superannuation payments during these periods will be based on ordinary time earnings in the last full pay period prior to the commencement of the unpaid parental leave.
- 14.7** The AEC will make superannuation contributions for Employees who earn below the superannuation guarantee minimum of \$450 gross per month.

15 Supported wage system

- 15.1 Supported salary rates at Attachment 2 will apply to an employee with a disability who is eligible for consideration under the Commonwealth Government's supported wage system.

16 Probation

- 16.1 For all ongoing employees new to the APS, upon commencement with the AEC a probation period of six months will apply.

17 Salary sacrifice arrangements

- 17.1 Employees may elect to sacrifice Salary for other benefits in accordance with relevant taxation legislation.
- 17.2 Where an Employee elects to participate in a salary sacrifice arrangement their Salary will be determined as if the salary sacrifice arrangements had not been entered into.
- 17.3 All costs, including any fringe benefits tax and administrative costs incurred as a result of the salary sacrifice arrangement, will be met by the Employee.

18 Individual flexibility arrangements

- 18.1 The Electoral Commissioner and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of any of the terms of this Agreement, where the arrangement meets the genuine needs of the Employee and the AEC.
- 18.2 The Electoral Commissioner must ensure that an individual flexibility arrangement agreed to under this clause:
- a) is about permitted matters under section 172 of the FWA;
 - b) does not include unlawful terms under section 194 of FWA;
 - c) results in the Employee being better off overall than if no arrangement was agreed to;
 - d) is in writing;
 - e) is signed by both the Employee and the Electoral Commissioner, and, if the Employee is under 18, is signed by their parent or guardian;
 - f) is able to be terminated by either the Employee or the Electoral Commissioner giving not less than 28 days written notice, or at any time by agreement between the Employee and Electoral Commissioner in writing; and
 - g) is given to the Employee within 14 days after it is agreed to.
- 18.3 An individual flexibility arrangement must be genuinely agreed between the Employee and the Electoral Commissioner.

Section E – Classification Structure

19 Entry level programs

Graduates

- 19.1** The AEC maintains a graduate broadband APS 3/5 classification structure and may recruit Employees as graduates (see Attachment 1). Unless otherwise determined by the Electoral Commissioner, graduates are subject to a probation period and commence at the minimum pay point of the APS 3 Classification.
- 19.2** Subject to the successful completion of probation and any graduate development requirements set by the AEC, including any progression requirements, the Electoral Commissioner will determine Salary within the graduate broadband for each graduate.
- 19.3** In addition, within 12 months of a graduate successfully completing the requirements set out in clause 19.2, the Electoral Commissioner will, having regard to work availability at that Classification, a work value assessment and each graduate's:
- a) skills and experience; and
 - b) overall performance as a graduate,
- assign final duties and determine salary within the graduate broadband.
- 19.4** Any further Salary advancements beyond clause 19.2 and 19.3 will be in accordance with this Agreement.

Cadets

- 19.5** A Cadet APS working at the AEC will undertake a cadet development program as determined by the Electoral Commissioner, and will be paid a percentage of the minimum point at the APS 1 Classification as follows:
- a) 100% when undertaking work experience or development; and
 - b) 60% when undertaking full-time study.
- 19.6** The AEC may assist a Cadet APS Employee to purchase compulsory books and any other equipment required for their studies.
- 19.7** On successfully completing the cadet development program, the Electoral Commissioner will having regard to work availability at that classification, work value assessment and each cadet's:
- a) skills and experience; and
 - b) overall performance as a cadet,
- assign final duties and determine Salary at the APS 1 Classification.

Trainees

- 19.8** For an Employee undertaking a traineeship with the AEC, the Electoral Commissioner will having regard to the APS Classification Rules, determine the trainee's Classification, including the pay point on the commencement of, and successful completion of, the required training and development activities.

20 Lawyers

- 20.1** The Electoral Commissioner may designate a position as a government lawyer, senior government lawyer, or principal government lawyer position (Legal Positions), and determine the appropriate pay point within an APS classification in accordance with Attachment 1, having regard to the Employee's skills and experience as a lawyer.

- 20.2** Positions designated as Legal Positions are those for the provision of internal legal services to the AEC by Employees.
- 20.3** Unless the Electoral Commissioner determines otherwise, an Employee cannot be assigned to a Legal Position unless the Employee:
- has been awarded a degree in law from an Australian tertiary institution or a comparable overseas qualification; and
 - is admitted as an Australian Legal Practitioner, however described, of the High Court or the Supreme Court of an Australian State or Territory; and
 - holds a current practising certificate issued by the ACT Law Society.
- 20.4** An Employee engaged in a Legal Position is entitled to payment or reimbursement of formal training and practising costs associated with maintaining the Employee's legal accreditation.
- 20.5** An Employee engaged in a Legal Position is eligible for annual Salary advancement in accordance with clause 10.3 of this Agreement.

21 Casual Employees

- 21.1** This clause only applies to Casual Employees who, subject to clause 21.8, are engaged and paid for the hours worked.

Application of this Agreement

- 21.2** Unless otherwise required by law, this clause sets out the terms and conditions of employment for Casual Employees.
- 21.3** Other sections of this Agreement that apply to Casual Employees are set out in the table below.

Section Name	Section or clauses that apply
Section A – Title and scope of the Agreement	Section A
Section B – Definitions	Section B
Section C – Working together: consultation and communication	Section C
Section D – Remuneration	Clauses 10.1, 11.2 and 14
Section E – Classification Structure	Clause 21
Section F– Working Arrangements	Clause 26
Section G – Flexible working arrangements	Clause 29
Section H – Working arrangements outside of ordinary hours and additional hours	Not applicable
Section I – Allowances and reimbursements	Clause 50
Section J – Travel	Clause 54.7
Section K – Leave	Clauses 70.1, 70.4, 70.5, 71 and 73
Section L – Enhancing individual performance	Clauses 80.1 and 81
Section M – Workforce adjustment	Not applicable
Section N – Dispute resolution	Section N

Rate of pay

- 21.4** Except where work is performed and paid in accordance with clause 21.10, a Casual Employee will be paid a 20% loading on their Hourly Rate in lieu of all paid leave (other than long service leave).
- 21.5** Payment will be made at the minimum pay point of a Classification in Attachment 1, unless a higher pay point is approved by the Electoral Commissioner where the experience, qualifications and skills of the Casual Employee warrant payment at a higher point.

Leave

- 21.6** Casual Employees are entitled to the following unpaid leave types, consistent with the National Employment Standards in the FWA:
- a) two days unpaid personal (carer's) leave for each permissible occasion;
 - b) two days unpaid compassionate/bereavement leave per each permissible occasion;
 - c) unpaid community service leave, subject to clause 70; and
 - d) unpaid parental leave, subject to clause 73.
- 21.7** Casual Employees are entitled to accrue and access long service leave in accordance with Commonwealth legislation.

Hours of duty

- 21.8** The minimum payment for each period of engagement will be three hours.
- 21.9** A Casual Employee must take an unpaid meal break of at least 30 minutes if the continuous hours of work on any day will exceed five hours.
- 21.10** Where a Casual Employee is required to work:
- a) on a weekend or public holiday they will be paid at the following Hourly Rate in lieu of the rate described at clause 21.4:
 - i) Saturday – Hourly Rate x 1.5; or
 - ii) Sunday, public holidays or Christmas closedown – Hourly Rate x 2.
 - b) outside the bandwidth (7am–7pm, Monday to Friday), they will be paid at the Hourly Rate x 1.5 for each hour, or part thereof, worked outside the bandwidth;
 - c) continuously for greater than 9.5 hours, they will be paid at the Hourly Rate x 1.5 for each consecutive hour, or part thereof, in excess of 9.5 hours; and
 - d) more than 37.5 hours in a week, within the bandwidth, they will be paid at the Hourly Rate x 1.5 for each consecutive hour, or part thereof, in excess of 37.5 hours worked within the bandwidth that week.
- 21.11** For the avoidance of doubt, the 20% loading on the Casual Employee's Hourly Rate will not be paid in the circumstances outlined in clause 21.10.

Periods of service

- 21.12** Any period(s) during which a Casual Employee is engaged and paid by the AEC in accordance with this clause will count as service for any purpose covered by this Agreement, except as required by legislation.

Section F – Working Arrangements

22 Hours of work

- 22.1 Ordinary hours of work for full-time Employees are 7.5 hours per day within the bandwidth of 7am to 7pm, Monday to Friday.
- 22.2 Subject to clauses 23 to 25, the standard work pattern is between 8.30am and 5.00pm, Monday to Friday and an Employee will not work more than 9.5 ordinary hours on any one day, unless directed.
- 22.3 Employees should take an unpaid meal break of at least 30 minutes after five hours of continuous work.
- 22.4 Subject to operational requirements, an Employee will be available at reasonable direction to work outside their Standard or Agreed Work Pattern.
- 22.5 Once a work pattern is established, Employees are expected, subject to the flextime scheme and clause 22.4, to adhere to the hours of duty of the standard work pattern (clause 22.2), agreed work pattern (clause 23) or specified work pattern (clause 24).

23 Agreed work patterns

- 23.1 The Electoral Commissioner and an Employee may agree to enter into an agreed work pattern that allows the Employee to work regular hours of duty other than those outlined in clauses 22.1 and 22.2.
- 23.2 An agreed work pattern:
 - a) is anything outside the standard work pattern;
 - b) must be agreed to in writing by the Electoral Commissioner for a period of no more than 12 months duration;
 - c) is subject to operational requirements, work availability and the Employee's sustained performance at the required Classification;
 - d) may include the facility to average hours of work over a fixed period of time not to exceed 12 months; and
 - e) may cover public holidays and/or the Christmas closedown.
- 23.3 Where an Employee requests hours of work outside the bandwidth, including on Saturday or Sunday, the Electoral Commissioner may agree to this noting any hours worked will be considered ordinary hours and will not attract overtime rates.

24 Specified work patterns

- 24.1 The Electoral Commissioner may establish a specified work pattern that specifies the hours of duty and patterns of attendance in which certain duties or functions are to be undertaken by an Employee or group of Employees.
- 24.2 For an existing Employee the introduction of a specified work pattern or a variation to an existing specified work pattern may occur only by written agreement between the Employee and Electoral Commissioner, unless otherwise stated in the engagement contract or job description.
- 24.3 Specified work patterns may cover Christmas closedown (clause 27) and/or the public holidays (clause 28). Where an Employee's roster includes a public holiday and/or the Christmas closedown, the Employee will be paid for the day(s) as if they were at work.

25 Shift work

25.1 Arrangements for shift workers are contained at Attachment 3.

26 Recording attendance and leave

26.1 Employees at the APS 1-6 Classification are to record their attendance, including time travelling on official business. This clause should be read in conjunction with clause 55.

27 Christmas closedown

27.1 Subject to operational requirements (as determined by the Electoral Commissioner), the AEC will close its normal operations from close of business on the last working day before Christmas until the first working day after New Year's Day (Christmas closedown).

27.2 Employees are entitled to be absent with pay for the working days during the Christmas closedown without deduction from leave credits.

27.3 Payment for absences on working days during the Christmas closedown will be made in accordance with an Employee's ordinary hours of work for that day. However, where an Employee would otherwise be absent on leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement, e.g. if the Employee is absent on long service leave at half pay, payment for that day will also be at half pay.

27.4 Should operational requirements necessitate an Employee to work on any day during the Christmas closedown, the Employee will be paid as if the day was a public holiday. In addition, APS 1-6 employees will be entitled to a substitute period of time off in lieu of other days worked.

28 Public holidays

28.1 Employees are entitled to the following public holidays:

- a) New Year's Day (1 January);
- b) Australia Day (26 January);
- c) Good Friday;
- d) Easter Monday;
- e) Anzac Day (25 April);
- f) The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- g) Christmas Day (25 December);
- h) Boxing Day (26 December); and
- i) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.

28.2 If, under a State or Territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday.

28.3 The Electoral Commissioner and an Employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

28.4 An Employee, who is absent on a day or part-day that is a public holiday in the place where the Employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.

- 28.5** Where a public holiday falls during a period when an Employee is absent on approved leave (other than annual or paid personal leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).
- 28.6** If under a law of a State or Territory, every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the Employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate of pay if Employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 28.1a)-h).
- 28.7** If under a law of a State or Territory, Easter Tuesday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the Employee would have worked, or does perform work, on that day.

Section G – Flexible working arrangements

29 Flexibility in working arrangements

- 29.1** Consistent with section 65 of the FWA, an Employee may request flexible working arrangements, including part-time hours, in a limited number of circumstances.
- 29.2** A request made in accordance with clause 29.1 must be in writing and set out the details of the change sought and the reasons for the change. The Electoral Commissioner will respond in writing to the request within 21 days and will only refuse a request on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.

30 APS 1-6 employees' flexible working arrangements

- 30.1** In support of work-life balance, an Employee at the APS 1-6 Classification is able to work their ordinary hours (150 hours for a full-time employee) flexibly within the bandwidth during the Settlement Period. The ability of an Employee to work flexibly requires that it meets the operational requirements of the Employee's workplace, including the availability of suitable work to be done during the ordinary hours worked. Any flexible working arrangements may be affected if the Employee's ordinary hours are subject to the provisions of clauses 23, 24, 25 or 29 of this Agreement.

31 Flextime

- 31.1** In addition to the ability to work flexibly (clause 30), Flextime will be available to an Employee at the APS 1-6 Classification, other than Casual Employees, so that they are able to accrue a Flextime Credit or Debit in relation to ordinary hours worked within the bandwidth.
- 31.2** Subject to anything described in this clause, an Employee has the right to accrue Flextime Credit and use such Flextime Credit for absences, including full day absences, in each Settlement Period. An Employee is required to give reasonable notice and have approval for any planned absence related to the use of Flextime Credits of a full day or more, or for part days where operational requirements (e.g. office opening hours) would be adversely affected.
- 31.3** The effective operation of Flextime to meet operational and personal needs requires co-operation between an Employee and their supervisor as to how Flextime Credits may be accrued and used. The accrual of Flextime Credits or Debits is subject to:
- a) the Employee's ordinary hours not being subject to the provisions of clauses 23, 24, or 25 of this Agreement, and
 - b) the Employee being productively engaged and there is sufficient work available to support working Flextime, and
 - c) being consistent with overtime provisions (clause 36).
- 31.4** An Employee shall provide prior notice to their supervisor if the Employee intends to work at a time where the manager has raised a concern consistent with 31.3(b). Attendance at such time is subject to the supervisor's approval.
- 31.5** Flextime Credits may also be accrued for work done outside the bandwidth if it is in accordance with overtime provisions (clause 36) or domestic travel provisions (clause 55). For the avoidance of doubt, Employees performing work directed by the AEC in locations outside Australia will not be eligible to accrue Flextime Credits or Debits.
- 31.6** The following arrangements apply in relation to the accrual and use of flextime:
- a) The maximum Flextime Credit carryover from one Settlement Period to the next for a full-time Employee is 25 hours; pro-rata for part-time Employees.

- b) The maximum Flextime Debit from one Settlement Period to the next is ten for full-time Employees, and five hours for part-time Employees.
- c) Where an Employee exceeds the maximum hours of Flextime Debit at the end of the Settlement Period, the amount by which the debit exceeds the maximum hours shall be treated as Miscellaneous Leave without pay and an appropriate deduction will be made from the Employee's pay; and
- d) An Employee may access up to five days of Flextime Credits, of which three days or up to six half days may be consecutive, in one Settlement Period.

31.7 An Employee may not carry over into the next Settlement Period an accrued Flextime Credit in excess of the maximum unless:

- a) The Employee has brought the matter to the attention of the Electoral Commissioner before the end of the Settlement Period; and
- b) The Electoral Commissioner and Employee have put in place a plan to reduce the accrued Flextime Credit below the maximum prior to the end of the next Settlement Period.

32 Reversion to standard work pattern

32.1 When the Electoral Commissioner is satisfied that an Employee who is working flextime is misusing the arrangement or the Employee's attendance is unsatisfactory, the Electoral Commissioner may determine that the Employee work a standard work pattern (clause 22.2).

32.2 The Electoral Commissioner will provide the Employee with a written explanation of the reasons for reverting from flextime arrangements to a standard work pattern.

32.3 Access to flextime arrangements may be restored by the Electoral Commissioner when the Electoral Commissioner is satisfied that an Employee has achieved and sustained a satisfactory attendance record and/or performance standards.

33 EL Employees' flexible working arrangements

33.1 EL Employees are able to work flexible hours. This means variations in attendance times and short-term absences, including full day absences, may be agreed between the EL Employee and the Electoral Commissioner in advance without the need for a leave application.

33.2 This clause does not apply in instances where an EL Employee has received payment for overtime in accordance with clause 37.1.

33.3 An EL Employee will only be required to work additional hours if they are considered reasonable. In accordance with section 62 of the FWA, an EL Employee may refuse to work additional hours if they are unreasonable.

Accruing Authorised TOIL

33.4 From issue to the return of writs for an electoral event, accruing Authorised TOIL Credits is subject to the prior written approval of the Electoral Commissioner before any additional hours are worked. If approval is granted, credits may be accrued:

- a) on an hour for hour basis in recognition of additional or excessive hours these employees have worked; and
- b) at time and a half for each additional hour worked on weekends and public holidays.

33.5 All other periods are business as usual and accruing Authorised TOIL Credits and the rate of accrual is subject to the prior written approval of the Electoral Commissioner before any additional hours are worked.

33.6 Authorised TOIL Credits cannot be accrued for hours of work for which the EL Employee has received payment for overtime.

33.7 Subject to clause 33.4 and 33.5, an EL Employee and their supervisor must both keep a written record that will include the following:

- a) all additional hours worked;
- b) a copy of any TOIL arrangements made;
- c) TOIL taken; and
- d) Authorised TOIL Credits.

33.8 EL Employees performing work directed by the AEC in locations outside Australia will not be eligible for TOIL.

Accessing Authorised TOIL Credits

33.9 Subject to clauses 33.12 to 33.14, Authorised TOIL Credits accrued in:

- a) an electoral event period must be used by an EL Employee within 6 months of the return of the writs; or
- b) business as usual periods must be used by an EL Employee within 3 months after having worked the additional hours.

33.10 Authorised TOIL Credits that are not either cashed out in accordance with clauses 33.12 to 33.14 or taken in accordance with this clause 33.9 will be lost to the EL Employee.

33.11 For the avoidance of doubt, Authorised TOIL Credits will not be paid out on termination of employment with the AEC.

Cash out

33.12 An EL Employee may seek the Electoral Commissioner's approval for a once off cash out of up to 100 hours per financial year for any unused Authorised TOIL Credits, subject to criteria the following criteria being satisfied:

- a) The EL Employee has requested the cash out on or before 30 June; and
- b) The request to cash out relates to Authorised TOIL Credits accumulated in that financial year; and
- c) The EL Employee has taken a minimum of 3 weeks annual leave and 5 days (pro-rated for part time EL employees) of Authorised TOIL Credits in that financial year.

33.13 The cash out of unused Authorised TOIL Credit in accordance with this clause is paid as a once-off lump sum payment in the new financial year. It will not count as salary for any purpose.

33.14 Authorised TOIL Credits may only be cashed out in the following financial year on the basis of the Employee's substantive salary during the previous financial year. The Electoral Commissioner may approve payment at the temporary reassignment salary where supported by a business case.

34 Part-time employment

34.1 An Employee engaged on a part-time basis is one whose regular ordinary hours of work are less than 150 hours over a four week period.

34.2 An Employee may seek agreement from the Electoral Commissioner to enter into a part-time work agreement.

34.3 Full time Employees will not be required to convert to part-time hours without their consent.

34.4 Prior to seeking to recruit to a role, the Electoral Commissioner may designate duties of that role to be performed on a part-time basis and recruit on that basis.

- 34.5** Remuneration and leave benefits for Employees engaged on a part-time basis will be calculated on a pro-rata basis, apart from specific payments and allowances that are not contingent upon hours worked (for example, travel allowance), in which case these Employees will receive the same amount as full time Employees.
- 34.6** For part-time Employees, the daily standard work pattern are the hours in the contract of engagement or otherwise approved in the relevant part-time work agreement.
- 34.7** Unless otherwise agreed between the Electoral Commissioner and the Employee, the minimum number of ordinary hours will be no less than three consecutive hours per day on any day worked by an Employee. An unpaid meal break will not be regarded as breaking continuity of hours of work.
- 34.8** An Employee, who is engaged on a part-time basis or who has an approved part-time work agreement, and the Electoral Commissioner will, by agreement in writing, determine the actual pattern of hours to be worked each week within the context of the total part-time hours.
- 34.9** Subject to the agreement of the Electoral Commissioner, part-time Employees will be able to adjust their part-time hours and work patterns within the bandwidth. Ordinary Hourly Rates of pay will apply in such instances, subject to clause 36.
- 34.10** Employees returning directly from parental leave will be provided with access to part-time work upon application.
- 34.11** For Employees other than those returning directly from parental leave, subject to operational requirements and other considerations, requests for part-time work will be considered and approved by the Electoral Commissioner. Requests will not be unreasonably refused.
- 34.12** An Employee with an approved part-time work agreement will revert to full-time hours at the conclusion of their part-time work agreement or beforehand as agreed between the Employee and the Electoral Commissioner. Consent to revert to full-time hours will not be unreasonably withheld.
- 34.13** Part-time work arrangements will be reviewed at least every 12 months.

35 Working outside the office

- 35.1** By agreement with the Electoral Commissioner, an Employee may make an arrangement to work from a location other than the Employee's usual place of work.

Section H – Working arrangements outside of ordinary hours and additional hours

36 Overtime (APS 1-6 Level Employees)

- 36.1** APS 1-6 Level Employees will, to the extent possible, make themselves available to work reasonable additional hours to meet operational requirements. Where operational requirements necessitate, the Electoral Commissioner may direct an Employee to work outside the standard work pattern on any day.
- 36.2** Subject to a direction by the Electoral Commissioner, overtime rates will be paid for additional hours performed by an Employee:
- a) on a Saturday or Sunday or public holiday; or
 - b) on a Monday to Friday, outside the bandwidth; or
 - c) on a Monday to Friday inside the bandwidth if the Employee:
 - i) has in excess of their maximum flextime carryover; and
 - ii) works in excess of 7.5 hours inside the bandwidth on that particular day; and
 - iii) the work is continuous with ordinary duty; or
 - d) on a Monday to Friday inside the bandwidth if the Employee works in excess of 7.5 hours inside the bandwidth on that particular day and also works until 8pm or later on the same day and the work is continuous with ordinary duty; or
 - e) beyond 9.5 ordinary hours worked in any one day, unless it is part of an agreed work pattern.
- 36.3** Part-time Employees will be paid overtime rates for any additional hours performed at the direction of the Electoral Commissioner that are in excess of 37.5 hours per week (unless those hours are performed on weekends and public holidays, in which clause 36.4 would apply).
- 36.4** The following rates for overtime payment will apply:

Period	Overtime rate
Monday to Saturday	Time and one half for the first three hours each day and double time thereafter.
Sunday	Double time.
Public holiday	Time and one half additional to the single time Employees are already paid for the public holiday for the first 7.5 hours. Double time and one half for duty in excess of 7.5 hours.

- 36.5** Where a period of additional hours is not continuous with ordinary duty, the minimum period of payment for such work will be four hours at the overtime rate. Continuity is broken when the Employee is directed to perform additional hours with more than one hour break from when ordinary duty ceased or would normally commence. An unpaid meal break does not break continuity with ordinary duty.
- 36.6** Employees performing work directed by the AEC in locations outside Australia will not be eligible for overtime payments.
- 36.7** Non-ongoing employees who are directed to work additional hours that do not meet the eligibility criteria for overtime in clause 36.2 may be paid single time for those hours where it is not practicable for them to accrue or use flextime provisions.

- 36.8** To enhance flexibility, and subject to operational requirements, an Employee may at their discretion elect to accrue flextime on an hour for hour basis as an alternative to payment for overtime. In circumstances where an Employee elects to accrue flextime, this will be in accordance with clause 31. For the avoidance of doubt, an Employee will not receive both flextime and payment for overtime for the same period of work.
- 36.9** An Employee will only be required to work additional hours if they are considered reasonable. In accordance with section 62 of the FWA, an Employee may refuse to work additional hours if they are unreasonable.

37 EL Employees' additional hours

- 37.1** Overtime provisions for EL Employees will only apply in exceptional circumstances, on a case by case basis, at the direction of the Electoral Commissioner. EL Employees may generally access the TOIL provisions under clause 33 for additional hours worked.

38 Rest relief after working additional hours

- 38.1** Where an Employee is directed to work additional hours, they will be entitled to an eight hour break, plus reasonable travelling time, before recommencing ordinary duty without incurring any loss of pay or deduction from flextime.
- 38.2** Where an eight hour break is not possible due to operational requirements, the Electoral Commissioner may direct the Employee to return to duty without the eight hour break. If such a direction is given, the Employee will be paid double time for the next period of work until an eight hour break can be taken.

39 Transport, travel time and excess fares

- 39.1** Generally, Employees are responsible for transporting themselves to and from their usual place of work at their own expense.

Use of official transport

- 39.2** The Electoral Commissioner may approve the use of official transport, including a taxi service, in certain circumstances when an Employee is directed to work additional hours or work outside the Bandwidth.

Excess travelling time

- 39.3** In circumstances where an Employee at or below the second pay point of the APS 4 level is directed by the Electoral Commissioner to temporarily work away from their usual place of work, the Electoral Commissioner may approve payment of the difference between the time the Employee spends travelling to the temporary place of work and the time usually spent travelling to and from their usual place of work, provided that the total additional hours travelling are in excess of 1.5 hours per day or 2.5 hours per week.
- 39.4** The Salary rate that excess travelling time payments will be calculated against will be the Employee's Classification, but will not exceed the maximum pay point for an APS 3 Classification. The payment rate will be single time from Monday to Saturday, and time and a half for Sundays and public holidays.

Excess fares

39.5 An Employee will be entitled to reimbursement of excess fares when directed by the Electoral Commissioner to temporarily work away from their usual place of work, and when the cost of travel to and from the Employee's temporary place of work is greater than the cost of travel to and from the Employee's usual place of work. Excess fares are not reimbursed where the Employee is receiving travel allowance or has moved in anticipation of a permanent reassignment of duties.

40 Overtime meal allowance

- 40.1** Where an Employee is directed to work additional hours for a continuous period to the completion of, or beyond, a meal period, and they take an unpaid meal break of at least 30 minutes duration, they will be paid a meal allowance.
- 40.2** Meal allowance is payable only in relation to actual additional hours worked and not where a minimum overtime payment in effect pays an Employee for a period that spans a meal break.
- 40.3** Subject to working in accordance with clause 40.1, an EL Employee is eligible to receive payment for an overtime meal allowance, regardless of whether overtime has been paid or not.
- 40.4** The AEC will pay an overtime meal allowance with reference to the rates advised by the relevant subscription service.
- 40.5** The Electoral Commissioner may authorise the advance payment of a meal allowance through petty cash in emergency situations.
- 40.6** A meal period for the purposes of this clause means any of the following periods:
- a) 7am to 9am; or
 - b) midday to 2pm; or
 - c) 6pm to 7pm; or
 - d) midnight to 1am.

41 Out of hours restriction allowance

- 41.1** Where the Electoral Commissioner directs an Employee to be contactable and available to work (on-call) for a specified period outside the bandwidth, the Employee, other than an EL Employee, will be paid an out of hours restriction allowance at a rate of:
- a) 7.5% of their Hourly Rate of Salary for each hour restricted on Monday to Friday;
 - b) 10% of their Hourly Rate of Salary for each hour restricted on weekends; and
 - c) 15% of their Hourly Rate of Salary for each hour restricted on a public holiday.
- 41.2** An Employee cannot be paid an out of hours restriction allowance and Emergency Duty allowance or overtime for the same period. Where an Employee on-call, other than an EL Employee, is required to work, they will be paid overtime in accordance with clause 36.2. The minimum payment for overtime purposes will be three hours.
- 41.3** The Electoral Commissioner may approve the payment of an out of hours restriction allowance to an EL Employee in exceptional circumstances. The maximum pay point for an APS 6 Classification will be used to calculate the Hourly Rate of Salary for an EL Employee for out of hours restriction allowance purposes.

42 Emergency Duty allowance

- 42.1** Where an Employee other than an EL Employee, who is not on-call, is directed by the Electoral Commissioner to perform Emergency Duty they will be paid for the period of work, and any time necessarily spent in travelling to and from the work site, at the rate of double time. The minimum payment for such work will be three hours at double time.

Section I – Allowances and reimbursements

43 Retention payment

43.1 Eligible Employees who may receive a retention payment in respect of an Electoral Event are:

- a) ongoing employees engaged under paragraph 22(2)(a) of the PSA; and
- b) non-ongoing employees engaged under paragraph 22(2)(b) of the PSA for consecutive a period (with no breaks in service) of 12 months or longer,

who, subject to clause 43.3, work for the duration of the Qualifying Period.

43.2 For the purpose of this clause:

a) an 'Electoral Event' means:

- i) a National Election conducted under the *Commonwealth Electoral Act 1918*;
- ii) a national plebiscite conducted under Commonwealth law; or
- iii) the holding of a referendum in accordance with the *Referendum (Machinery Provisions) Act 1984*.

b) a 'Qualifying Period' commences from the issue of writs and ends on the last date of the return of the writs (in accordance with the *Commonwealth Electoral Act 1918* and/or the *Referendum (Machinery Provisions) Act 1984*), and is the later date in the case of a general election and referendum being held at the same time. In relation to a plebiscite, in the absence of any prescribed period, an appropriate Qualifying Period will be determined by the Electoral Commissioner.

43.3 During the Qualifying Period, an Eligible Employee may take:

- a) up to a total of two weeks of approved paid leave without affecting the qualifying period or the calculation of the retention payment; and
- b) approved unpaid leave, however, each day of approved unpaid leave will reduce the amount of the retention payment payable in accordance with clause 43.5.

43.4 Subject to clause 43.6, Eligible Employees who are on paid and/or unpaid leave for the entire Qualifying Period are ineligible to receive a retention payment in respect to that Electoral Event.

43.5 The retention payment for an Electoral Event is:

- a) \$3 500 gross for Eligible Employees at the APS 5 to EL 2 Classifications and \$2 600 gross for Eligible Employees at the APS 1 to 4 Classifications;
- b) calculated based on the Qualifying Period and is paid:
 - i) on a pro-rata basis for:
 - a) part-time Eligible Employees based on their ordinary hours worked; and/or
 - b) Eligible Employees who have periods of approved unpaid leave, during the Qualifying Period; and
 - iv) at the rate applicable to the higher classification, if an Eligible Employee is on any paid period of higher duties allowance during the Qualifying Period; and
 - v) no later than the second payday after the end of the Qualifying Period.
- c) only paid once to an Eligible Employee, if a National Election, plebiscite or referendum is held at the same time.

43.6 The Electoral Commissioner may, in exceptional circumstances, authorise payment of the retention payment, in full or in part, to an employee who does not meet the qualifying criteria in this clause.

44 Multiple divisional site management payment

- 44.1 Subject to clause 44.2, where an Employee is directed by the Electoral Commissioner to perform the full duties of a Divisional Office Manager for two or more divisions at two or more locations for more than four continuous weeks, the Employee will receive a total gross payment of \$106.00 for each completed ten days of work.
- 44.2 Unless the approval of the Electoral Commissioner is obtained, each day of paid or unpaid leave will not count as a day of work for the purpose of calculating this payment.

45 Higher duties allowance

- 45.1 Temporary reassignment of duties at a higher Classification will only occur in those situations where the Electoral Commissioner determines that it is essential for particular duties to be performed.
- 45.2 An Employee who is temporarily reassigned duties for ten working days or more at a higher non-SES Classification will be paid a higher duties allowance at the minimum pay point at the higher Classification, unless another rate is determined by the Electoral Commissioner, including where there are broken periods of temporary reassignment. For the avoidance of doubt, the payment of higher duties allowance will commence from day one of the temporary reassignment for ten working days or more.
- 45.3 The payment for temporary assignment of duties at a higher level will be the difference between the Employee's substantive pay point and the pay point determined at the higher classification.
- 45.4 An Employee, who receives payment at a higher pay point, and is granted paid leave or observes a public holiday, will continue to receive higher payment during that absence, to the extent that it would have continued had the Employee remained on duty. The allowance will not be paid for paid leave or a public holiday that extends beyond the date for which the temporary assignment of duties at the higher level allowance was granted.
- 45.5 In order to be eligible for salary advancement in accordance with clause 10.4, an employee who has been temporarily reassigned duties to a higher non-SES classification will need to have been at a particular pay point (or higher) for a cumulative period of 12 months or more.

46 First aid allowance

- 46.1 Subject to clause 46.2, an Employee who possesses a current appropriate first aid qualification and who is designated by the Electoral Commissioner as a first aid officer to undertake first aid responsibilities within the AEC will be paid a fortnightly allowance of \$25.00.
- 46.2 The first aid allowance is not payable to a first aid officer where they are absent for the full fortnight during which the allowance would otherwise be paid.

47 Health and safety representative allowance

- 47.1 Subject to clause 47.2, an Employee who is properly elected as a health and safety representative (HSR), and who has successfully completed a recognised training program approved by the Electoral Commissioner will be paid a fortnightly allowance of \$21.00.
- 47.2 The HSR allowance is not payable to a HSR where they are absent for the full fortnight during which the allowance would otherwise be paid.

48 Relocation assistance

48.1 The Electoral Commissioner may approve reasonable relocation assistance for:

- a) A new engagement or ongoing reassignment; and
- b) A temporary reassignment of duties greater than 13 weeks.

New Employees

48.2 A new Employee who relocates to take up engagement with the AEC will only be reimbursed for:

- a) transport costs that the Electoral Commissioner considers to be reasonable;
- b) removal costs that the Electoral Commissioner considers to be reasonable; and/or
- c) temporary accommodation costs at the new location.

Reassignment of duties or promotion

48.3 An Employee who is directed by the Electoral Commissioner to relocate to a different locality to perform a position permanently or temporarily for a period in excess of 13 weeks on either reassignment of duties or promotion will receive reasonable assistance through a relocation allowance.

48.4 An Employee who is directed by the Electoral Commissioner to temporarily relocate to a different locality to perform a position for a period in excess of seven days and up to 13 weeks may request reimbursement for continuing expenses incurred as a direct result of the relocation.

Employee initiated relocation

48.5 An Employee who requests to perform their current position, or successfully applies to be reassigned to a position, in a different locality permanently or temporarily is not entitled to relocation assistance, but reasonable assistance may be paid at the discretion of the Electoral Commissioner.

Disturbance Allowance

48.6 Where the period of reassignment of duties is 12 months or more, and results in the removal of the household effects of the Employee, a one-off disturbance allowance will be paid with reference to the rates advised by the relevant subscription service.

49 Remote localities assistance

49.1 This clause only applies to Employees:

- a) who were residing at a remote locality on or before 28 June 2004 and continue to reside at a remote locality; or
- b) on or after 28 June 2004, who, as a direct result of their employment at the AEC, relocated from another town or city to Kalgoorlie or Mount Isa (Eligible Employees).

49.2 With the prior approval of the Electoral Commissioner, an Eligible Employee is entitled to receive some or all of the following:

- a) a district allowance (with or without Dependents), paid fortnightly with reference to the rates advised by the relevant subscription service;
- b) additional recreation leave credits;
- c) reunion fares;
- d) travel for emergency or compassionate reasons;
- e) travel for medical or dental treatment;
- f) fares for children attending school away from the remote locality;
- g) remote locality leave fares; and/or
- h) additional leave for travel.

- 49.3** If the Employee's Spouse/De facto Partner is also entitled to district allowance or a similar allowance from their employer, the rate of the district allowance paid to the Employee is 'without dependants'.
- 49.4** If, during the life of this Agreement, AEC divisional offices are moved to other remote localities, Eligible Employees at those localities will receive relevant remote locality conditions with reference to the rates advised by the relevant subscription service.

50 Payment on separation or death

- 50.1** On separation from the AEC, the Employee will be paid out leave entitlements in accordance with the FWA and *Long Service Leave (Commonwealth Employees) Act 1976*, unless the Employee is leaving the AEC to join another APS agency where portability arrangements are in place.
- 50.2** Where an Employee dies, or the Commissioner has directed that an Employee will be presumed to have died on a particular date, the Electoral Commissioner may authorise the payment to which the former Employee would have been entitled had the Employee resigned or retired employment.

51 Reimbursement for loss or damage

- 51.1** The Electoral Commissioner may approve that an Employee is reimbursed for loss or damage to clothing or personal effects that occurred in the course of their duties.

52 Professional allowance

- 52.1** On provision of receipts, the Electoral Commissioner may reimburse an Employee for costs specifically related to improving or maintaining an Employee's qualifications, professional membership, accreditation, or skills that are essential to their current duties.

53 Emergency care of Dependants

- 53.1** Subject to approval by the Electoral Commissioner and satisfactory Evidence, an Employee may be reimbursed up to \$750 for reasonable and unavoidable costs incurred for emergency care of Dependants during an election event.

Section J – Travel

54 Travel allowance

- 54.1** The AEC will meet the costs of travel on official business approved by the Electoral Commissioner.
- 54.2** A travel allowance to cover the costs of meal(s) and incidental expenses that may be incurred is payable to an Employee who undertakes approved travel on official business and who is required to be absent from home overnight.
- 54.3** Where an Employee will be accommodated in private, non-commercial, accommodation, such as the home of a family member or friend, the rate of accommodation allowance paid will be one third of the accommodation rate otherwise payable.
- 54.4** An Employee who is required to be absent from the city/town that is their usual place of work on official business for a period of not less than 10 hours, but is not absent overnight, will be paid a part day travel allowance of \$50.00.
- 54.5** In addition to the allowance otherwise payable, the Electoral Commissioner may approve the reimbursement of any reasonable expenses, actually and necessarily incurred while undertaking official travel.
- 54.6** Rates of travel allowance will be paid with reference to the rates advised by the relevant subscription service.
- 54.7** Where the Electoral Commissioner authorises an employee to use their private vehicle for official business purposes, the Electoral Commissioner may approve payment of a motor vehicle allowance, with reference to the rates advised by the relevant subscription service, capped at the cost of the lowest practical fare of the day of travel.

55 Domestic travel outside bandwidth

- 55.1** Travel time on official business will be undertaken within bandwidth hours unless otherwise approved by the Electoral Commissioner.
- 55.2** Where an Employee at the APS1–6 Classification or equivalent is required to undertake travel on official business, all hours travelled may be recorded as hours of work. Ordinarily, this travel time will be regarded as flextime on an hour-for-hour basis in accordance with clause 31 unless clause 36 applies.
- 55.3** Time spent travelling by EL Employees on official business will not be compensated under this clause.
- 55.4** Compensation for time travelling may be considered as overtime where:
 - a) the travel is undertaken by an APS Level Employee; and
 - b) the travel is at the direction of the AEC; and
 - c) the Employee has received prior approval for overtime from the Electoral Commissioner.

56 Overseas travel

- 56.1** Subject to clauses 56.3 and 56.4, an Employee who undertakes travel overseas on official business will be paid overseas travel allowance, which is set with reference to the Australian Taxation Office "Taxation Ruling Income Tax: reasonable amounts for the current year".
- 56.2** The Electoral Commissioner may approve the reimbursement of additional receipted expenses where the amount received as overseas travel allowance is demonstrably inadequate.

56.3 Where an Employee travels overseas on behalf of another organisation, the entitlements will be as agreed between the Electoral Commissioner and the other organisation.

56.4 The Electoral Commissioner may determine other conditions of service for Employees working overseas on a long term posting. This will be based on the principle of covering all reasonable expenses incurred while undertaking AEC business.

57 Dependant care while travelling

57.1 Subject to prior approval by the Electoral Commissioner and satisfactory Evidence, an Employee may be reimbursed for reasonable and additional costs incurred for Dependant care arrangements where the AEC requires an Employee to be away from home outside of normal working hours or to travel on official business.

57.2 This clause applies to Employees travelling overseas, interstate or intrastate but does not include circumstances where an Employee is working or travelling within the city or region that is their usual place of work.

58 Clothing allowance

58.1 An Employee who is required to travel on official business, for periods of at least seven days, and no longer than six months, to a locality that the Electoral Commissioner determines has a climate greatly different from that of their usual place of work may claim up to \$106.00 for expenditure on clothing once every three years for travel to the same or similar location.

Section K – Leave

59 Application and approval

- 59.1** Approval of leave (other than personal leave, compassionate leave or parental leave) is subject to operational requirements and the prior approval of the Electoral Commissioner.
- 59.2** The Electoral Commissioner's approval for personal leave, compassionate leave or parental leave is required wherever reasonably possible prior to the commencement of the leave, or in exceptional circumstances as soon as practicable thereafter.

60 Cancelled leave or recall to duty

- 60.1** If it is necessary for operational reasons, the Electoral Commissioner may cancel a period of approved leave or recall an Employee to duty from leave (except for periods of personal leave, compassionate leave or parental leave), and there will be no reduction in the Employee's leave credit in relation to the period cancelled or from which the Employee is recalled.
- 60.2** Where an Employee's leave is cancelled without reasonable notice, or an Employee is recalled to duty from leave, the Employee will be entitled to be reimbursed reasonable travel costs, travelling time, incidental expenses, and any other unavoidable costs arising from the cancellation or recall to duty where those costs are not otherwise recoverable under the Employee's insurance policy or from any other source.

61 Absences not counting for service

- 61.1** Unless otherwise approved by the Electoral Commissioner, any periods of absence due to either approved miscellaneous leave without pay or an unauthorised absence that does not count for service, which in any combination total 30 calendar days in aggregate in a calendar year, do not count for service for the accrual of annual leave or personal leave, except as required by legislation.

62 Annual leave

- 62.1** The entitlement to annual leave is as follows:
- a) annual leave will accrue at the rate of 20 working days (150 hours) per year for a full time Employee, and on a pro rata basis for part-time employees;
 - b) annual leave accrues daily and is credited at the completion of each pay period;
 - c) annual leave is cumulative;
 - d) annual leave counts for service;
 - e) full day absences on annual leave may be taken at half pay, which will result in the period of annual leave for which the Employee is absent being double the amount of leave deducted from the Employee's credits, provided that:
 - i) the period of leave is equivalent to the Employees agreed weekly work pattern, with a minimum leave period of no less than one week; and
 - ii) the Employee does not have excess annual leave credits in accordance with clause 64.
 - f) an Employee defined as a shift worker may be entitled to additional annual leave credits in accordance with Attachment 3;
 - g) an Employee residing in a Remote Locality may be entitled to additional annual leave credits subject to clause 49;

- h) employees on workers' compensation leave will accrue annual leave in accordance with the relevant legislation; and
- i) unused annual leave credits are payable on termination of employment.

62.2 Subject to the Electoral Commissioner's prior approval, an Employee can return to work from a period of approved annual leave before the nominated return date and have the unused portion of their annual leave re-credited.

63 Annual leave cash out

63.1 The Electoral Commissioner and an Employee may enter into a separate written agreement to cash out an amount of the Employee's annual leave, provided the Employee has:

- a) taken at least three weeks of annual leave in the preceding 12 month period;
- b) not cashed out any annual leave in the preceding 12 month period; and
- c) has at least an accrued entitlement to paid annual leave of not less than 4 weeks after the cashing out amount.

63.2 The Employee will be paid the full amount that would have been paid, including allowances, had the Employee taken the entitlement as leave.

64 Excess annual leave

64.1 The Electoral Commissioner may approve Employees accumulating more than two years annual leave credits in exceptional circumstances only.

64.2 Subject to clause 64.1, and with reasonable notice, the Electoral Commissioner may direct an Employee with more than two years accrued annual leave credit to take up to one quarter of their annual leave credits held at the time of the direction.

64.3 An Employee who has more than two years accrued annual leave credit as a result of having an accepted worker's compensation claim, and who has commenced a graduated return to work program, will not be directed to take annual leave until at least three months after returning to their pre-injury hours of work.

65 Purchased leave

65.1 The Electoral Commissioner may grant approval, subject to operational requirements, for an ongoing Employee to purchase between one and four calendar weeks of leave in a year (Purchased Leave Period). For the avoidance of doubt, Employees with excess annual leave are not eligible to purchase leave.

65.2 Salary payments will be averaged over the year to ensure that a standard rate is received each fortnight, once a purchase is made. Purchased leave counts as service for all purposes. The Employee's Salary for superannuation purposes is their Salary as if they had not purchased leave.

65.3 Purchased leave will be re-credited for use in the same purchased leave accounting year where personal or miscellaneous leave with pay has been approved by the Electoral Commissioner to be used in lieu of an approved period of purchased leave. All or part of the period of purchased leave may be re-credited, provided the Employee supplies medical documentary evidence in accordance with clause 67.

65.4 If an Employee is unable to utilise the full amount of leave which they had purchased, an amount of Salary equal to the amount of remaining unused purchased leave will be paid to the Employee on the first available pay day after the completion of the Purchased Leave Period.

66 Personal leave

66.1 The entitlement to personal leave is as follows:

- a) personal leave will accrue at the rate of 18 days (135 hours) per year for a full time Employee, and on a pro-rata basis for part-time Employees;
- b) personal leave will be accrued daily and credited at the completion of each pay period;
- c) unused personal leave will accumulate but cannot be converted to Salary or cashed out under any circumstances; and
- d) personal leave at half pay may be accessed for absences of 10 working days or more in duration due to personal illness or injury of the Employee, provided that the Employee has five or more years of service. This will result in the period of personal leave for which the Employee is absent being double the amount of leave deducted from the Employee's credits.

66.2 An Employee is not entitled to paid personal leave while on paid parental leave (maternity, adoption or foster carer).

66.3 An ongoing employee newly engaged to the APS will receive 9 days (67.5 hours) personal leave at the time of engagement, or an equivalent calculated on a pro-rata basis for a part-time Employee. Once the Employee has completed service equivalent to the period required to accrue personal leave credits equal to 9 days the Employee will then accrue personal leave in accordance with clause 66.1 a) and b).

66.4 Subject to the employee having the available leave credits, paid personal leave is available to an Employee when they are absent because:

- a) the Employee is not fit for work because of a personal illness or personal injury; or
- b) the Employee will provide care or support to a member of the Employee's Immediate Family or Household who requires care or support because of:
 - i) a personal illness or injury affecting the member; or
 - ii) an unexpected emergency affecting the member.

66.5 Subject to the employee having the available leave credits, and provided that the Employee maintains the minimum annual entitlement of 10 working days paid personal leave in accordance with the FWA (or the pro-rata equivalent for part-time employees), paid personal leave may also be accessed by an Employee when they are absent because:

- a) the Employee is caring for other persons for whom the employee has a primary caring responsibility because of:
 - i) a personal illness or injury affecting the member; or
 - vi) an unexpected emergency affecting the member.
- b) the death of an Immediate Family or Household member; or
- c) an emergency in exceptional circumstances.

66.6 A maximum of 5 working days paid personal leave in a calendar year may be taken without requiring Evidence.

66.7 Unless otherwise agreed by the Electoral Commissioner, no more than five consecutive days of personal leave may be taken without Evidence.

66.8 An Employee who is on personal leave will not, without the Employee's consent, have their employment terminated before their personal leave credits have been exhausted, unless provided by legislation.

66.9 An Employee, who is retired on the grounds of medical invalidity and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976*, is entitled to be credited with personal leave equal to the amount they were in credit at the time of retirement.

- 66.10** Subject to the provision of Evidence, an Employee may apply for personal leave while on long service leave, if any of the circumstances outlined in clause 66.4 or 66.5 apply. Long service leave will be re-credited in accordance with legislation.
- 66.11** Subject to the provision of Evidence, an Employee will not be taken to be on annual leave or purchased leave during any period that the Employee is eligible for another form of leave available under the National Employment Standards (except unpaid parental leave). Annual leave and/or purchased leave will be re-credited to the extent of the period of leave granted under the National Employment Standards. Purchased leave will be re-credited for use in the same purchased leave accounting year.
- 66.12** Where paid personal leave credits have been exhausted, an Employee is entitled to up to two days unpaid personal leave on each permissible occasion when a member of their Immediate Family or Household or to a person for whom the Employee has primary caring responsibility for requires care or support because of a personal illness, or personal injury, or an unexpected emergency affecting the member, where the Employee has provided satisfactory Evidence.

67 Provision of medical documentary evidence

- 67.1** Medical Certificates will be accepted for the purpose of personal illness, injury or caring responsibilities. Where it is not reasonably practicable to provide a Medical Certificate, a statutory declaration made by the Employee may be accepted.
- 67.2** Where a statutory declaration is made by the employee for personal leave due to illness or injury or for caring purposes, the statutory declaration must include:
- a) a statement to the effect that the Employee has been, is, or will be, unfit for work during the period because of a personal illness or injury; or
 - b) a statement to the effect that the Employee is required to be absent for caring purposes; and
 - c) a statement outlining the reason/s why it was not reasonably practical for the employee to obtain medical documentary evidence from a registered health practitioner.
- 67.3** An Employee who presents a Medical Certificate as evidence in support of their application for personal leave, in respect of personal illness or injury, shall be required by the Electoral Commissioner to be absent from the workplace until the conclusion of the period stated on the Medical Certificate. An Employee may present a subsequent Medical Certificate which declares that they are fit to return to the workplace, with or without restrictions on their capacity to undertake work, and following approval from the Electoral Commissioner, may make an earlier return to the workplace.

68 Compassionate/Bereavement leave

- 68.1** An Employee is entitled to three days paid compassionate/bereavement leave for each occasion that a member of their Immediate Family or Household:
- a) contracts or develops a personal illness or injury that poses a serious threat to that person's life; or
 - b) following the death of that person.
- 68.2** Compassionate/bereavement leave may be taken as a single block of three days or as separate periods to the extent of the entitlement. Such leave may require the provision of satisfactory Evidence.
- 68.3** In addition, Employees may access personal leave credits for the purposes of compassionate/bereavement leave in accordance with clause 66.5.

69 Miscellaneous leave

- 69.1 The Electoral Commissioner, having regard to the personal circumstances of the Employee and the operational needs of the AEC, may grant an Employee miscellaneous leave at full or half pay or without pay.
- 69.2 Miscellaneous leave without pay may or may not count as service for any purpose, as determined on a case by case basis by the Electoral Commissioner.
- 69.3 Where an Employee is on annual leave or purchased leave and is granted miscellaneous leave with pay for compassionate or bereavement leave purposes, community service, or a reason associated with personal leave, their annual leave or purchased leave will be re-credited with the amount of miscellaneous leave with pay granted.
- 69.4 The Electoral Commissioner may require the provision of Evidence to support an application for miscellaneous leave.

70 Community service leave

- 70.1 In accordance with section 108 to 112 of the FWA, requests for leave to participate in community service activities, including voluntary emergency management activities and jury service summons, will be approved.
- 70.2 The Electoral Commissioner will determine whether any or all of the leave for community service activities will be with pay.
- 70.3 An Employee will be granted community service leave with pay for an Employee undertaking jury service, however, the Electoral Commissioner may request the provision of satisfactory Evidence of jury service before granting this leave.
- 70.4 An Employee who is on leave for the purpose of jury service is not eligible to receive juror's fees paid by the court, with the exception of an amount that is, or that is in the nature of, an expense-related allowance.
- 70.5 The Electoral Commissioner may also grant leave without pay to an Employee to participate in regular training, ceremonial duties, or reasonable rest time associated with an eligible community service activity.

71 Long service leave

- 71.1 Access to, and accrual of, long service leave is prescribed under the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 71.2 When granting long service leave, the following will apply:
 - a) long service leave is debited in whole calendar days (and includes weekends and public holidays that fall during the period of leave);
 - b) the minimum period for which long service leave will be granted is seven calendar days at full pay or 14 calendar days at half pay; and
 - c) long service leave cannot be broken by any other periods of leave, except as provided by legislation.

72 Parental leave

Maternity leave

- 72.1 The eligibility and entitlement to 52 weeks, of which up to 12 weeks may be paid, maternity leave is prescribed by the *Maternity Leave (Commonwealth Employees) Act 1976*.

72.2 An Employee may elect to spread the payment for maternity leave up to a period of 24 weeks at a rate of half of their normal Salary.

72.3 Maternity leave that extends beyond the initial 12 week period does not count as service (except for superannuation purposes).

Adoption leave / foster care leave

72.4 Subject to the relevant provisions of this clause, an Employee who:

- a) has at least 12 months continuous APS service; and
- b) provides documentary Evidence of approval for adoption of a child or approval for care of a Foster Child; and
- c) will be the primary carer of that child

is entitled to up to 12 weeks paid leave for the purposes of adopting the child (adoption leave) or fostering the child (foster care leave).

72.5 The Electoral Commissioner may give approval to an Employee, in advance, to spread the payment for the 12 week period of absence to a maximum period of 24 weeks at a rate no less than half normal salary. Only the first 12 week period will count as service.

72.6 Adoption leave/foster care leave is available from one month prior to the date of placement of a child who has not previously lived with the Employee for a continuous period of 6 months or more, and must commence within 8 weeks of the child being adopted/fostered.

72.7 The Electoral Commissioner may approve an additional period of adoption leave/ foster care leave so that an Employee may care for an adopted/fostered child up to a maximum period of 52 weeks (including the period of paid leave).

72.8 The additional period of adoption leave/foster care leave will be without pay and will not count as service for any purpose, unless the Electoral Commissioner determines otherwise.

Parenting support leave

72.9 An ongoing employee who has parental responsibilities following the birth of a child, or placement of an adopted/fostered child, will be granted 10 working days of paid parental support leave.

72.10 This leave must be taken within the first 12 months following the birth, adoption or fostering of a child and, if applicable, taken consecutively with paid parental leave (maternity, adoption or foster carer).

72.11 Parenting support leave can be taken at half-pay and will count as service for all other purposes.

Accessing paid personal leave

72.12 Subject to clause 72.14, Employees may access 10 working days of paid personal leave for parenting support purposes for the birth or adoption of a child.

72.13 This leave must be taken within 12 months of the birth or adoption of that child.

72.14 An Employee may only access paid personal leave for parenting support purposes if at the time of applying for the leave they will maintain at least the minimum annual entitlement of 10 working days of paid personal leave (or the pro-rata equivalent for part-time employees).

72.15 This leave will count as service where the Employee has sufficient accruals.

73 Unpaid parental leave

73.1 An Employee with at least 12 months continuous service is entitled to up to 12 months of unpaid parental leave if:

- a) the leave is associated with the birth of a child of the Employee or the Employee's Spouse/De facto Partner; or
- b) the placement of a child with the Employee for adoption or fostering; and
- c) the Employee has, or will have, responsibility for the care of the child.

73.2 Where this leave is taken in addition to paid parental leave, the combined total of parental leave (both paid and unpaid) will not exceed 12 months, in accordance with relevant legislation.

73.3 Taking unpaid parental leave does not prevent an Employee from accessing other kinds of paid leave (other than paid personal leave, compassionate leave or community service leave (other than for jury service)), except as provided for by legislation. If the Employee does so, the taking of the other paid leave does not break the continuity of the period of unpaid parental leave.

74 Extending unpaid parental leave

74.1 An Employee may request the Electoral Commissioner agree to extend unpaid parental leave for a further period of up to 12 months immediately following the end of the available parental leave period. The request must be in writing and submitted to the Electoral Commissioner at least four weeks before the end of the available parental leave period.

74.2 The Electoral Commissioner will respond to a request within 21 days of receipt of the request, either granting or rejecting the request. The Electoral Commissioner may only reject a request on reasonable business grounds. If the request is rejected, reasons for the decision must be provided to the Employee at the time of the initial response by the Electoral Commissioner in writing.

75 Return to work after parental leave

75.1 On ending parental leave, Employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the FWA.

76 Defence reservists leave

76.1 Upon proper application, the Electoral Commissioner may grant an Employee defence reservist leave (with or without pay) to enable the Employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

76.2 An Employee must notify the Electoral Commissioner at the earliest opportunity once the dates for ADF reserve, CFTS or Cadet Force activities are known and/or changed.

76.3 The provision of 20 working days per calendar year on full pay is available to defence reservists fulfilling service in the ADF reserve, including training and operational duty. These 20 days can be accumulated and taken over a period of two calendar years to enable an Employee to undertake training.

76.4 An additional two weeks non-accumulative paid leave will be granted to allow for an Employee to attend recruit or initial employment training during the first year of ADF reserve service.

76.5 An Employee is not required to pay their tax free ADF reserve salary to the AEC in any circumstances.

76.6 An Employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year (non-accumulative) to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

- 76.7** Defence reservists leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.
- 76.8** Defence reservists will continue to have access to the components of their remuneration package during periods of CFTS, for example: superannuation (subject to the rules of the CSS, PSS and Military Superannuation and Benefits Scheme) and salary packaging.
- 76.9** An eligible Employee may also apply for annual leave, long service leave, miscellaneous leave, or make up time, for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations with the approval of the Electoral Commissioner. An Employee at the APS 1-6 Classification may use the flextime provisions for this purpose.

77 War service sick leave

- 77.1** The Electoral Commissioner will grant war service sick leave to an Employee who is unfit for duty because of a war-caused or defence-caused condition.
- 77.2** A war caused condition means an injury or disease of an Employee that has been determined under the relevant legislation to be war-caused or defence-caused.
- 77.3** Eligible employees will accrue a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

78 Portability of leave

- 78.1** Where an Employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the Employee's unused accrued annual leave and personal leave (however described) will be transferred, provided that there is no break in continuity of service.
- 78.2** Where an Employee is engaged as either an ongoing or non-ongoing APS Employee immediately following a period of ongoing employment in the Parliamentary Service (under the *Parliamentary Service Act 1999*) or the ACT Government Service, the Employee's unused accrued annual leave and personal leave (however described) will be recognised.

79 Unauthorised absence

- 79.1** Where an Employee is absent from work without approval, all salary and entitlements (including leave accrual) provided under this Agreement will cease to be available until the Employee resumes work or is approved to take leave for the period of the absence.

Section L – Enhancing individual performance

80 Performance management

- 80.1** All Employees must participate in the AEC's performance management program (PMP) which requires:
- a) for each performance cycle, the development of an Individual Performance Plan (IPP), by negotiation and agreement between the Employee and their supervisor, which clearly outlines the requirements and expectations of the position and the measures that are used to assess individual performance and an Employee's development goals; and
 - b) participation in regular performance reviews including a mid-cycle and end-of-cycle review.
- 80.2** Meeting the requirements set out in the agreed IPP is the basis for salary progression, as outlined in clause 10.3.
- 80.3** An Employee can only be rated as not meeting requirements if their unsatisfactory performance of duties has not resolved or is being addressed through the development of a performance improvement plan (PIP).

81 Managing unsatisfactory performance of duties

- 81.1** Unsatisfactory performance of duties is identified when a supervisor makes an assessment that an employee's performance is unsatisfactory at the required Classification.
- 81.2** At the commencement of a process under clause 81, the Employee will be advised that they may receive guidance, assistance or representation from a person of their choice at any stage during this process.
- 81.3** Where unsatisfactory performance of duties is identified, the affected Employee and their supervisor will work to attain and sustain the required work level standard for the Employee at that Classification.
- 81.4** The following principles will apply to managing unsatisfactory performance of duties in the AEC:
- a) the Employee will be afforded procedural fairness;
 - b) issues will be dealt without delay and as efficiently as a properly conducted process allows; and
 - c) unrelated matters, or previously unaddressed work performance issues, will not be introduced into the unsatisfactory performance situation being managed.

Section M – Workforce adjustment

82 Resignation or Retirement

82.1 An Employee may resign or retire from the AEC by giving at least two weeks' written notice to their supervisor that includes a date of effect. Where an Employee submits a notice that takes effect on a public holiday, it will be deemed effective from close of business on the working day immediately prior to the public holiday. The Electoral Commissioner may agree to a lesser period of notice upon request from the Employee.

83 Redeployment and Redundancy

Application

83.1 Clause 83 applies to non-probationary ongoing excess Employees.

83.2 An Employee is excess to the requirements of the AEC, if the Electoral Commissioner determines:

- a) the Employee is included in a class of employees in the AEC, and this class comprises a greater number of employees than is necessary for the efficient and economic working of the AEC; or
- b) the services of the Employee cannot be effectively used because of technological or other changes in the work methods of the AEC or structural or similar changes in the nature, scope or organisation of the functions of the AEC; or
- c) where the duties usually performed by the Employee are to be performed at a different locality, and the Employee is not willing to perform duties at the different locality and the Electoral Commissioner has determined that these provisions will apply to that Employee.

83.3 Where the Employee nominates a representative, the Electoral Commissioner will hold discussions with the Employee and the Employee's Representative or, if the Employee requests, with the Employee's Representative only.

83.4 The Electoral Commissioner will provide the names of potentially excess Employees to the relevant Employee Representative only with the express authority of those Employees.

83.5 The Electoral Commissioner will comply with the requirements under the FWA, in situations where 15 or more Employees are likely to become excess, and will raise the issue for discussion with the AEC Consultative Forum.

Initial consultation

83.6 When the Electoral Commissioner becomes aware that an Employee is likely to become excess the Electoral Commissioner will advise the Employee of that in writing.

83.7 As part of the initial consultation process, the Electoral Commissioner will then hold discussions with the Employee or, the Employee's Representative, to consider options such as:

- a) reassignment of a potentially excess Employee to a suitable vacancy at the same level within the AEC and/or across the APS;
- b) mechanisms to assist in redeployment to other APS agencies; and
- c) any other measures that could be taken to resolve the situation, including redeployment opportunities for the Employee below the classification level or the appropriateness of voluntary redundancy.

83.8 The Electoral Commissioner may invite Employees who are not excess Employees to express interest in voluntary retrenchment, where the retrenchment of those Employees would permit the redeployment of Employees who are in a redundancy situation and who would otherwise be excess.

83.9 The initial consultation period will be no less than four weeks unless the Employee requests a shorter period of consultation.

Advice and information to be made available

83.10 In order to assist the Employee to make a decision, a potentially excess Employee is entitled to the following advice and information during the first two weeks of the initial consultation period:

- a) the amount of severance pay, payment in lieu of notice and paid leave credits they would be entitled to;
- b) accumulated superannuation contributions;
- c) options for contact with Comsuper regarding superannuation benefits, entitlements and superannuation advice;
- d) taxation rules applying to the various payments; and
- e) financial advice and/or career counselling up to a maximum reimbursement of \$600.00.

83.11 The information at clause 83.10 will be updated at the Employee's request at later stages of the process of redeployment and redundancy.

Offer of Voluntary Redundancy

83.12 At the end of the initial consultation period, the Electoral Commissioner may make an offer of voluntary redundancy to an excess Employee. Only one offer of voluntary redundancy can be made to an Employee during each excess staffing situation.

Consideration period

83.13 Where the Electoral Commissioner makes an offer of voluntary redundancy, the Employee will have a four week consideration period in which to consider the offer and to advise the Electoral Commissioner in writing whether they wish to accept voluntary redundancy or prefer to be redeployed.

83.14 Where the Employee has received the information outlined at clause 83.10 above and requests to reduce the consideration period, the Electoral Commissioner may agree to do so. Where a consideration period of less than four weeks is agreed, the AEC will pay out any unexpired portion of the consideration period.

Notice of termination

83.15 If the Employee elects to accept the offer of voluntary redundancy when it is made, the Electoral Commissioner will give notice and terminate the employment under section 29 of the PSA and pay in lieu of notice (if applicable), and the Employee will be entitled to the severance benefits set out at clauses 83.18 to 83.25.

83.16 The period of notice will be four weeks, or five weeks for an Employee who:

- a) is 45 years of age with at least five years of continuous service; or
- b) has at least 20 years' service.

83.17 The Electoral Commissioner may elect to make payment in lieu of notice. An Employee terminated in these circumstances is entitled to voluntary redundancy severance benefits as set out at clauses 83.18 to 83.25.

Severance benefit

83.18 In addition to any other benefits payable on termination, an Employee who agrees to voluntary redundancy and whose employment is terminated is entitled to be paid a sum equal to two weeks of full time equivalent Salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the Employee is entitled to under the National Employment Standards.

83.19 The minimum sum payable as a severance benefit will be four weeks of Salary and the maximum will be 48 weeks of Salary.

83.20 The severance benefit will be calculated on a pro rata basis for any period where an Employee has worked or is working part-time hours during their period of service and the Employee has less than 24 years full-time service. Where the period of continuous service, on the basis of which a severance benefit will be calculated, is comprised of both full time and part-time service, eligible full time service shall be counted before the part-time service. Where part-time service has been worked over variable weekly hours, the periods of greater weekly hours will be counted first.

83.21 Service for severance pay purposes means:

- a) service in the AEC;
- b) government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- d) service with the Australian Defence Forces, except where the member has voluntarily retired with an employer-financed benefit;
- e) APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
- f) service in another organisation where:
 - i) an Employee was reassigned duties from the APS to that organisation with a transfer of function; or
 - ii) an Employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS; and
 - iii) such service is recognised for long service leave purposes.

83.22 Where periods of service are not continuous, earlier periods of service will only count where there are no breaks between those periods, except where:

- a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the Employee before ceasing employment with the preceding employer; or
- b) the earlier period of service was with the APS and ceased because the Employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

83.23 Any period of service will not count for severance pay purposes if the previous service ceased:

- a) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - i) the Employee lacks, or has lost, an essential qualification for performing his or her duties;
 - ii) non-performance, or unsatisfactory performance, of duties;

- iii) inability to perform duties because of physical or mental incapacity;
 - iv) failure to satisfactorily complete an entry level training course;
 - v) failure to meet a condition imposed under subsection 22(6) of the PSA; or
 - vi) a breach of the APS code of conduct;
- b) on a ground equivalent to a ground listed in the previous paragraph under the repealed *Public Service Act 1922*:
- i) through voluntary termination at or above the minimum retiring age applicable to the Employee; or
 - ii) with the payment of a redundancy benefit or similar payment or an employer financed termination benefit.

83.24 Absences from work, which do not count as service for long service leave purposes, will not count as service for severance pay purposes.

83.25 For the purpose of calculating any payment, Salary will include:

- a) the Employee's Salary at their substantive Classification; or
- b) the Salary of the higher Classification, where the Employee has been paid at the higher Classification for a continuous period of at least 12 months immediately preceding the date on which the Employee is given notice of termination; and
- c) other allowances in the nature of Salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Redeployment

83.26 Employees who, during the consideration period, indicate a preference for redeployment will be advised in writing at the end of the consideration period that they are excess and may elect to be referred to the APS online redeployment register if available or an alternate redeployment service provider.

Retention period

83.27 Unless the Employee agrees, the employment of an excess Employee will not be involuntarily terminated until the relevant retention period below has elapsed:

- a) thirteen months, where an Employee has 20 or more years of service or is over 45 years of age; or
- b) seven months, for other Employees.

83.28 If an Employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period in clause 83.27 above is reduced by the number of weeks redundancy pay that the Employee will be entitled to under the National Employment Standards on termination, as at the expiration of the retention period (as adjusted by this clause).

83.29 The retention period will commence on the day that the Employee receives advice in writing that they are excess.

83.30 The retention period may, at the discretion of the Electoral Commissioner, be extended by any periods of paid personal leave with a certificate for personal illness or injury, or periods of compensation leave granted during the retention period.

83.31 During the retention period, the Electoral Commissioner and the Employee will cooperate to find alternative employment at the same level for the excess Employee.

83.32 The excess Employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment if these expenses are not met by the prospective employer.

- 83.33** An excess Employee will be entitled to reasonable leave with full pay to attend necessary employment interviews.
- 83.34** An excess Employee who moves to a different locality as a result of a reassignment of duties or reduction in classification is no longer excess and will be entitled to reasonable relocation expenses.
- 83.35** If, despite taking reasonable steps, the Electoral Commissioner has been unable to find alternative employment at level for the excess Employee, the Electoral Commissioner may, with four weeks' notice, reassign the excess Employee to a job with a lower APS classification. If this occurs before the end of the retention period the Employee will receive income maintenance to maintain their Salary at the higher level for the balance of the retention period.
- 83.36** If the Employee:
- a) has received redeployment assistance for a period of at least two months; and
 - b) the APS Online Redeployment Register or redeployment service provider suggests no prospect of redeployment; and
 - c) The Electoral Commissioner is satisfied there is insufficient productive work available for the remainder of the retention period,
- the Electoral Commissioner may, with the agreement of the Employee, terminate the employment of the Employee under section 29 of the PSA on the grounds that the Employee is excess to requirements.
- 83.37** Upon termination, the Employee will be paid a lump sum comprising:
- a) the balance of the retention period (as shortened for the National Employment Standards under clause 83.28) and which is not less than the payment in lieu of notice of termination of employment; and
 - b) an additional redundancy payment equal to the amount the retention period was shortened by under clause 83.28 (i.e. the National Employment Standards component).

Involuntary termination of employment

- 83.38** The Electoral Commissioner may involuntarily terminate the employment of an excess Employee at the end of the retention period. The minimum period of notice of termination will be four weeks prior to the end of the retention period. The minimum period of notice will be increased by one week if an Employee is 45 years of age with at least five years of continuous service. An earlier period may be requested by the Employee.
- 83.39** An excess Employee will not have their employment terminated involuntarily if the Employee has not been invited to accept an offer of voluntary redundancy or has elected to have their employment terminated but the Electoral Commissioner has refused to approve the election.
- 83.40** An excess Employee will not have their employment terminated involuntarily without being given notice of termination in accordance with clause 83.16, or payment in lieu of notice.
- 83.41** The specified period of notice will as far as practicable be concurrent with the retention period.

Section N – Dispute resolution

84 Resolution of Agreement disputes

- 84.1** If a dispute relates to a matter arising under this Agreement or the National Employment Standards, this section sets out procedures to settle the dispute.
- 84.2** An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this section.
- 84.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level by discussions between the Employee or Employees and relevant supervisor and/or management.
- 84.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 84.5** The Fair Work Commission may deal with the dispute in 2 stages:
- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i) arbitrate the dispute; and
 - ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FWA. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FWA. Therefore, an appeal may be made against the decision.

- 84.6** While the parties are trying to resolve the dispute using the procedures in this section:
- a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i) the work is not safe; or
 - ii) applicable work health and safety legislation would not permit the work to be performed; or
 - iii) the work is not appropriate for the employee to perform; or
 - iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 84.7** The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this section.

Section O – Formal acceptance of Agreement and Signatories

This Agreement is made and approved under Part 2-4 of the FWA. It is an enterprise agreement between the AEC and its employees whose employment is subject to this Agreement.

Employer

Signed for, and on behalf of, the Commonwealth by the Electoral Commissioner

Signed

Full name: Tom Rogers
Agency: Australian Electoral Commission
Address: 50 Marcus Clarke Street, Canberra City, ACT 2600

Bargaining representative: Community and Public Sector Union

Signed for, and on behalf of, the Community and Public Sector Union

Signed

Full name: Melissa Donnelly
Agency: Community and Public Sector Union
Address: Level 5/191-199 Thomas Street, Haymarket, NSW 2000

Attachment 1 – Salary rates

Classification	Current rates	Commencement	12 Months	24 Months	Legal Positions
APS 1.1	\$42,638	\$43,917	\$44,795	\$45,243	
APS 1.2	\$44,071	\$45,393	\$46,301	\$46,764	
APS 1.3	\$45,264	\$46,622	\$47,554	\$48,030	
APS 1.4	\$47,126	\$48,540	\$49,511	\$50,006	
APS 2.1	\$48,254	\$49,702	\$50,696	\$51,203	
APS 2.2	\$49,945	\$51,443	\$52,472	\$52,997	
APS 2.3	\$51,641	\$53,190	\$54,254	\$54,797	
APS 2.4	\$53,513	\$55,118	\$56,220	\$56,782	
APS 3.1	\$54,964	\$56,613	\$57,745	\$58,322	
APS 3.2	\$56,720	\$58,422	\$59,590	\$60,186	Government Lawyer 1.1
APS 3.3	\$58,479	\$60,233	\$61,438	\$62,052	
APS 3.4	\$60,234	\$62,041	\$63,282	\$63,915	Government Lawyer 1.2
APS 4.1	\$61,260	\$63,098	\$64,360	\$65,004	
APS 4.2	\$63,218	\$65,115	\$66,417	\$67,081	Government Lawyer 1.3
APS 4.3	\$65,176	\$67,131	\$68,474	\$69,159	
APS 4.4	\$67,131	\$69,145	\$70,528	\$71,233	Government Lawyer 1.4
APS 5.1	\$68,325	\$70,375	\$71,783	\$72,501	
APS 5.2	\$70,512	\$72,627	\$74,080	\$74,821	Government Lawyer 1.5
APS 5.3	\$72,699	\$74,880	\$76,378	\$77,142	
APS 5.4	\$74,879	\$77,125	\$78,668	\$79,455	Government Lawyer 1.6
APS 6.1	\$75,633	\$77,902	\$79,460	\$80,255	
APS 6.2	\$77,703	\$80,034	\$81,635	\$82,451	Government Lawyer 1.7
APS 6.3	\$81,610	\$84,058	\$85,739	\$86,596	
APS 6.4	\$84,770	\$87,313	\$89,059	\$89,950	Government Lawyer 1.8
EL 1.1	\$94,453	\$97,287	\$99,233	\$100,225	
EL 1.2	\$97,477	\$100,401	\$102,409	\$103,433	Senior Gov Lawyer 1.1
EL 1.3	\$102,005	\$105,065	\$107,166	\$108,238	
EL 1.4	\$105,063	\$108,215	\$110,379	\$111,483	Senior Gov Lawyer 1.2
EL 1.5	\$106,439	\$109,632	\$111,825	\$112,943	Senior Gov Lawyer 1.3
EL 2.1	\$111,670	\$115,020	\$117,320	\$118,493	
EL 2.2	\$112,590	\$115,968	\$118,287	\$119,470	Principal Gov Lawyer 1.1
EL 2.3	\$116,305	\$119,794	\$122,190	\$123,412	Principal Gov Lawyer 1.2
EL 2.4	\$120,031	\$123,632	\$126,105	\$127,366	
EL 2.5	\$123,478	\$127,182	\$129,726	\$131,023	Principal Gov Lawyer 1.3
EL 2.6	\$131,118	\$135,052	\$137,753	\$139,131	Principal Gov Lawyer 1.4

Graduate Broadband

Classification	Current rates	Commencement	12 Months	24 Months
APS 3.1	\$54,964	\$56,613	\$57,745	\$58,322
APS 3.2	\$56,720	\$58,422	\$59,590	\$60,186
APS 3.3	\$58,479	\$60,233	\$61,438	\$62,052
APS 3.4	\$60,234	\$62,041	\$63,282	\$63,915
APS 4.1	\$61,260	\$63,098	\$64,360	\$65,004
APS 4.2	\$63,218	\$65,115	\$66,417	\$67,081
APS 4.3	\$65,176	\$67,131	\$68,474	\$69,159
APS 4.4	\$67,131	\$69,145	\$70,528	\$71,233
APS 5.1	\$68,325	\$70,375	\$71,783	\$72,501
APS 5.2	\$70,512	\$72,627	\$74,080	\$74,821
APS 5.3	\$72,699	\$74,880	\$76,378	\$77,142
APS 5.4	\$74,879	\$77,125	\$78,668	\$79,455

Attachment 2 – Supported wage system

1 Eligibility criteria

- 1.1 Employees covered by this Attachment will be those who are unable to perform the range of duties to the competence level required within the Classification for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 1.2 This Attachment does not apply to any existing Employee who has a claim against the AEC which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

2 Supported wage rates

- 2.1 Employees to whom this Attachment applies will be paid the applicable percentage of the relevant minimum salary according to the following schedule:

Assessed capacity	% of salary
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

3 Assessment of capacity

- 3.1 The productive capacity of an employee will be assessed in accordance with the supported wage system by an approved assessor.

4 Other terms and conditions of employment

- 4.1 Where an assessment has been made, the applicable percentage will apply to the relevant Salary only. Employees covered by the provisions of this Attachment will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

5 Trial Period

- 5.1 In order for an adequate assessment of the employee's capacity to be made, the AEC may employ a person under the provisions of this Attachment for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 5.2 During the trial period, the assessment of capacity will be undertaken and the percentage of the relevant minimum salary for a continuing employment relationship will be determined.
- 5.3 The minimum amount payable to the employee during the trial period must be no less than \$81 per week.

- 5.4** Work trials should include induction or training as appropriate to the job being trialled.
- 5.5** Where the AEC and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under item 5.1 of this Attachment.

Attachment 3 – Shift work

1 Overview

- 1.1 An Employee will be described as a shift worker where they are assigned to a rostered shift working pattern that encompasses seven days per week and includes regular rostered shifts outside the period 7am to 7pm, Monday to Friday and/or Saturdays, Sundays or Public Holidays for an ongoing or fixed period.
- 1.2 The Electoral Commissioner may designate duties at the APS 1–6 Classification to be performed as shift work.
- 1.3 Where the Electoral Commissioner considers the introduction of shift work is necessary, or proposes to make changes to roster arrangements (including the cessation of shift work), affected Employees will be consulted in accordance clause 9 of this Agreement.

2 Operation of shifts

- 2.1 The Electoral Commissioner will give consideration to operational requirements and equality of shift allocation among Employees undertaking shift work, with shift rosters specifying the standard hours of work for each shift.
- 2.2 Shift workers can exchange shifts or rostered days off by mutual agreement, with the consent of the Electoral Commissioner, and the exchange does not give any Employee an entitlement to an overtime payment.
- 2.3 Except at the regular changeover of shifts an Employee should not be requested to work more than one shift in each 24 hours. Shift workers must not be required to work more than five consecutive hours without an unpaid meal break of at least 30 minutes.
- 2.4 The Electoral Commissioner may change an existing shift work roster by mutual consent with affected Employees at any time or by amendment of the roster on seven working days' notice given by the Electoral Commissioner to the affected Employees.
- 2.5 In the absence of consent or seven working days' notice, Employees will be paid overtime for that part of the shift that is outside the previous rostered hours of duty, until the notice period has expired. Payment of penalty rates on this basis will be continued for each changed shift until Employees have received seven days' notice of shift change.

3 Introduction of 12 hour shifts

- 3.1 The Electoral Commissioner may introduce shifts of up to 12 hours, subject to consultation with the affected Employees in accordance with clause 9 of this Agreement.
- 3.2 Employees performing 12 hour shifts should not normally perform overtime where it will fall within a period of 12 hours on either side of a normal day or night shift.
- 3.3 The maximum length of time a person should remain on duty is 14 hours, including the 12 hour shift and an overtime period before or after the shift, unless exceptional circumstances apply.

4 Penalty rates

4.1 Shift workers will receive the shift work penalty rates in the table below.

Rostered time of work	Penalty rate
Ordinary duty performed on a shift, any part of which (but not wholly) falls between 7:00pm and 7:00 am	15%
Ordinary duty performed on a shift falling wholly within the hours 7 pm and 7am	30%
Ordinary duty performed on a Saturday	50%
Ordinary duty performed on a Sunday	100%
For that part of the shift that falls on the public holiday	150%

5 Penalty rates for working Saturdays, Sundays or public holidays

5.1 Penalty rates for shift work performed on a Saturday, Sunday or public holiday will be payable for any time worked after midnight on those days, including where the shift commenced the day before.

6 Public holiday duty

6.1 If the shift worker is required to perform rostered duty on each of the days of the week, the Employee will, in respect of a public holiday which occurs on a day on which the Employee is rostered off duty, be granted a day's leave in lieu of that holiday, if practicable, within one month after the holiday. If a day of leave in lieu is not practicable, one day's pay at ordinary rates will be paid as if the employee was not a shift worker (i.e. 7.5 hours or pro rata).

7 Payments stand alone

7.1 Shift penalty payments will not be taken into account in the computation of overtime or in the calculation of any allowance based upon Salary, nor will they be paid with respect to any shift for which any other form of penalty payment is made under this Agreement or under the provisions of the FWA.

8 Overtime

8.1 Unless specified below, shift workers will be subject to the conditions for the payment of overtime in clause 36 of this Agreement.

8.2 Duty will be considered overtime only where is it directed and where:

- a) it is performed on any day which is outside the normal rostered shift hours of duty on that day; or
- b) it is performed in excess of the weekly hours of ordinary duty (37.5 hours) or an average of the weekly hours of ordinary duty (37.5) or an average of the weekly hours of ordinary duty over a cycle of shifts.

8.3 Seven day shift workers who work approved overtime on Saturday will be paid at double time. All other shift workers will be paid standard overtime rates in accordance with clause 36 of this Agreement.

- 8.4** An Employee who is required to work overtime for a continuous period of at least one hour that immediately follows or is before the Employee's rostered hours, and takes an unpaid meal break, during that period of overtime, of at least 30 minutes is entitled to be paid an overtime meal allowance at the rate specified in clause 40 of this Agreement.

9 Leave

- 9.1** Shift workers, as defined in clause 1.1 of Attachment 3, will be entitled to an additional half a day paid annual leave for each Sunday rostered, up to a maximum of five days per year. This applies only to rostered shift workers, not to Employees working overtime on Sunday.
- 9.2** Penalties paid during periods of annual leave will be paid at half the penalty rate for the full period of the leave. This means that full pay penalty rates will be paid for half of each rostered shift not worked due to annual leave.
- 9.3** Where a shift worker takes a period of leave, other than annual leave, shift penalties are not payable for the period of the absence.