



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Office of Financial Management
(AG2015/3787)

AOFM ENTERPRISE AGREEMENT 2015-2018

Australian Capital Territory

COMMISSIONER ROE

MELBOURNE, 10 JULY 2015

Application for approval of the AOFM Enterprise Agreement 2015-2018.

[1] An application has been made for approval of an enterprise agreement known as the *AOFM Enterprise Agreement 2015-2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Office of Financial Management. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The CPSU, the Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement was approved on 10 July 2015 and, in accordance with s.54, will operate from 17 July 2015. The nominal expiry date of the Agreement is 17 July 2018.



Printed by authority of the Commonwealth Government Printer

<Price code G, AE414719 PR569242>

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



Australian Government

Australian Office of Financial Management

AOFM Enterprise Agreement 2015-2018

The **AOFM Enterprise Agreement 2015-2018** is made and approved under section 172 of the *Fair Work Act 2009*. It is an enterprise agreement between the AOFM and its employees whose employment is subject to this Agreement.

[Note – signature blocks removed for privacy reasons]

AOFM Enterprise Agreement 2015-2018

Table of Contents

Part 1	– Scope of the Agreement	5
1.1	Title and purpose of the Agreement	5
1.2	Parties to the Agreement.....	5
1.3	Operation of the Agreement.....	5
1.4	Delegation	5
1.5	Individual Flexibility Arrangements.....	5
Part 2	– General Terms and Conditions of employment	6
2.1	Hours of Work for Full-Time Employees	6
2.2	Public Holidays	6
2.3	End of Year Stand Down.....	7
2.4	Part-time Work.....	7
2.5	Home Based Work	7
2.6	Study Assistance	8
Part 3	– Performance Management and Remuneration.....	8
3.1	Principles	8
3.2	salary rates	8
3.3	Performance Management.....	8
3.4	Salary on Recruitment or Promotion.....	9
3.5	Payment of Salary	9
3.6	Superannuation	9
3.7	Flexible remuneration packaging	9
Part 4	– Allowances and Reimbursements	10
4.1	General.....	10
4.2	Travel	10
4.3	Relocation.....	10
4.4	Overseas Conditions.....	10
4.5	Other Allowances and Reimbursements	10
Part 5	– Leave	11
5.1	General.....	11
5.2	Annual Leave.....	11
5.3	Personal/CARER’s Leave.....	12
5.4	Maternity, Parenting, Adoption and Fostering Leave.....	12
5.5	Jury Service	13
5.6	Leave for Defence Purposes	14

5.7	Other Types of Leave.....	14
5.8	Preservation of Leave Entitlements and Portability of Leave.....	15
Part 6	– Employment Transitions.....	15
6.2	Redeployment, Retirement and Redundancy.....	15
6.3	Resignation and Retirement	16
Part 7	– Overseas Deployment Funded by the Australian Government.....	16
7.1	General.....	16
7.2	Leave and Public Holidays	16
Part 8	– Consultation, Dispute Prevention and resolution.....	16
8.1	Application.....	16
8.2	Consultation.....	16
8.3	Dispute Resolution.....	17
Schedule 1	– Salary Rates as at the Commencement of this Agreement.....	19

PART 1 – SCOPE OF THE AGREEMENT

1.1 TITLE AND PURPOSE OF THE AGREEMENT

This agreement shall be known as the AOFM Enterprise Agreement 2015-2018. Its purpose is to set terms and conditions of employment for the Australian Office of Financial Management (AOFM).

1.2 PARTIES TO THE AGREEMENT

This agreement covers the Chief Executive Officer of AOFM on behalf of the Commonwealth and all AOFM employees employed under the *Public Service Act 1999* except for Senior Executive Service employees.

1.3 OPERATION OF THE AGREEMENT

This agreement will come into operation seven (7) days after it is approved by the Fair Work Commission. The nominal expiry date of this agreement is three years from the date of commencement.

Various employment provisions contained within this Agreement will be administered via AOFM policies and guidelines, including the AOFM's *Employment Policies and Procedures* as varied from time to time. Such policies and guidelines do not form part of this agreement. A term of this agreement prevails to the extent of any inconsistency with a policy or guideline.

1.4 DELEGATION

The CEO may delegate to or authorise a person to perform any of or all of the CEO's powers and functions under this Agreement, and may do so subject to conditions and directions.

1.5 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

1.5.1 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) remuneration; and/or
 - (vi) leave; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the CEO and employee.

1.5.2 The CEO must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

1.5.3 The CEO must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

1.5.4 The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.5.5 The CEO or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the CEO and employee agree in writing — at any time.

PART 2 – GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

2.1 HOURS OF WORK FOR FULL-TIME EMPLOYEES

The ordinary hours of work for a full-time employee are 37.5 hours per week, but employees will meet reasonable requests for extra duty where circumstances require the AOFM to meet important business deadlines and other constraints.

The AOFM does not operate a flextime or overtime pay scheme. However managers can agree *time off in lieu* in circumstances where the employee is required to work longer hours than would reasonably be expected.

Section 65(1A) of the *Fair Work Act 2009* sets out the circumstances in which employees may request a change of working arrangements. Such a request should be made in writing and will only be refused on reasonable business grounds. All such arrangements are to be approved by the CEO.

2.2 PUBLIC HOLIDAYS

AOFM employees will observe public holidays as prescribed by the National Employment Standards under section 115 of the *Fair Work Act 2009*.

Except as provided in clause 7.2 below, the public holidays to be observed by AOFM employees employed in overseas posts or missions will be determined by the Head of Mission.

An employee and the CEO may agree to substitute a cultural or religious day of significance to that employee for a public holiday.

Payment for public holidays will be at the rate that would have been paid to an employee as if that day or part day were a normal working day, unless the employee would have been absent on that day.

Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal or Carer's Leave) there is no entitlement to receive payment as a public holiday. Payment for such a day will be in accordance with the rate that applies to the form of leave being taken.

2.3 END OF YEAR STAND DOWN

Unless otherwise determined by the CEO for operational necessity, employees will absent themselves from duty on the three working days between Christmas Day and New Year's Day without deduction from Annual Leave credits.

For those employees whose normal work pattern would not have them attend for duty on those days no extra payment will be made.

If an employee is directed by the CEO to work on any of those three working days, then that employee will receive the equivalent period as *time off in lieu*.

An absence under this clause will count as service for all purposes.

2.4 PART-TIME WORK

An employee who has an agreement with the CEO to work less than 37.5 hours each week is a part-time employee.

The CEO may approve requests from full-time employees for part-time work arrangements, subject to AOFM business requirements. Each application for part-time arrangements will be considered on the specific circumstances of the employee and their position in AOFM..

Salary and access to entitlements (including the accrual of leave) of a part-time employee will be, unless otherwise provided in this Agreement or relevant legislation, those of full-time employees but reduced on a *pro-rata* basis for the number of hours worked.

2.5 HOME BASED WORK

The CEO may approve requests for work arrangements that allow employees to perform a proportion of their regular hours of work from home where this is mutually beneficial to the employee and the AOFM. Home-based work is at the discretion of the AOFM. Further information can be found in AOFM's *Employment Policies and Procedures* as varied from time to time.

2.6 STUDY ASSISTANCE

The AOFM will consider applications for assistance from employees who are planning to undertake programs of tertiary study that will contribute to their professional development and the work of the AOFM. Study assistance in the form of financial support or leave is at the discretion of the AOFM. Further information on administration of study assistance may be found in the AOFM's *Employment Policies and Procedures* as varied from time to time.

PART 3 – PERFORMANCE MANAGEMENT AND REMUNERATION

3.1 PRINCIPLES

Salary rates as at the commencement of this Agreement are shown at Schedule 1, which references a continuation of the existing AOFM broadband structure.

The application of salary rates to individual employees will be subject to performance as appraised under the AOFM's performance management system (section 3.3).

3.2 SALARY RATES

Notwithstanding clauses 3.3 and 3.4, the salary rates under this Agreement will be as follows:

- 3.2.1 on commencement of this Agreement as shown in Schedule 1 (which represents a 2.5% increase over the salary rates in effect just prior to commencement of this Agreement);
- 3.2.2 a further 1.0% increase will apply from the first pay after the first anniversary of this Agreement; and
- 3.2.3 a further 1.0% increase will apply from the first pay after the second anniversary of this Agreement.

3.3 PERFORMANCE MANAGEMENT

Employees must participate in the AOFM's performance management framework. The performance management cycle runs from July to June each financial year. The AOFM's *Performance Management Policy and Guidelines* as varied from time to time set out performance management processes, including the responsibilities, rights and obligations of managers and employees in managing performance. Performance appraisals will occur twice per year for APS 1-5 classifications and once per year for APS 6 and EL classifications.

Salary rate changes resulting from performance reviews will take effect from 1 July for appraisal periods ending in June; and for APS1-5 another will apply from 1 January for appraisals relating to the period ending in December.

Salary advancement through a classification can only occur where an employee's performance is satisfactory and consistently meets the relevant standard.

An employee can only advance through the broadband where sufficient work is available at the higher classification level, the employee has gained the necessary skill and proficiencies to perform the more complex work and performance is satisfactory.

The CEO has the discretion to determine remuneration having regard to special skills and experience, and/or recruitment and retention. This discretion includes the ability to make reversible salary increases in conjunction with the usual performance appraisal assessment cycle.

3.4 SALARY ON RECRUITMENT OR PROMOTION

The salary of an employee recruited to the AOFM, or promoted within it, will be determined by the CEO taking into account the employee's relevant experience and skills, and the AOFM's recruitment needs.

3.5 PAYMENT OF SALARY

Employees will be paid in arrears fortnightly (Fortnightly Pay = Annual Salary x 12 / 313). Salaries will be paid by electronic funds transfer into a financial institution account of the employee's choice, unless otherwise agreed with the CEO. Part-time employees will be paid *pro-rata*.

The parties agree that, where an overpayment of salary or allowances occurs, a deduction may be made from salary payments to rectify the overpayment. Any such overpayment will be recovered in accordance with the provisions of the Accountable Authority Instructions.

Underpayments of salary or allowances are to be corrected as quickly as practicable.

3.6 SUPERANNUATION

The AOFM will make compulsory employer contributions as required by the applicable legislation and fund requirements. An employee's annual salary plus any skill-based allowances shall be the salary for the purposes of superannuation.

Employer superannuation contributions will be paid on each employee's behalf in accordance with each employee's superannuation scheme. These amounts will be payable fortnightly in arrears. Employer superannuation contributions will not be paid during periods of unpaid leave that do not count as service, unless otherwise required by law.

Where an employee's fund is other than the defined benefit plans of the Commonwealth Superannuation Scheme (CSS) or Public Sector Superannuation (PSS), that employee will have superannuation payments made at the rate of 15.4% of one twenty-sixth of annual salary varied each employee birthday. Clause 3.6 is subject to compliance with the relevant superannuation guarantee amount.

3.7 FLEXIBLE REMUNERATION PACKAGING

All ongoing AOFM employees will have access to flexible remuneration packaging, in line with Government policies and the relevant AOFM guidelines as varied from time-to-time.

PART 4 – ALLOWANCES AND REIMBURSEMENTS

4.1 GENERAL

The AOFM will maintain the allowances listed under this Part. The administration of and rates for these allowances will be recorded in the AOFM's *Employment Policies and Procedures* as reviewed and varied from time to time.

4.2 TRAVEL

Expenses in relation to all business travel for transport, accommodation, meals and incidentals will either be incurred directly by AOFM, or covered by way of a travel allowance. Domestic travel allowance rates are those determined from time to time by the Commissioner of Taxation as reasonable allowance amounts, given an employee's remuneration, for the relevant tax year. International travel allowance rates will be determined with reference to those used by the Department of The Treasury.

4.3 RELOCATION

An employee required by AOFM to move within Australia to take up a position with AOFM may be assisted with the expense of relocation. The CEO may approve payments to assist with reasonable relocation expenses.

If an employee leaves the AOFM through resignation, voluntary move, promotion or termination for misconduct within two years of receiving a benefit under this clause, that employee will be required to pay back *pro-rata* (on a monthly basis to the nearest completed month), any relocation benefits received. Employees acknowledge that such *prorata* amounts can be treated as an overpayment of salary under clause 3.5.

4.4 OVERSEAS CONDITIONS

Part 7 of this Agreement covers terms and conditions for long-term postings (more than six months) to foreign countries under Australian Government-funded programs.

Except where covered by Part 7, the conditions of service and additional allowances for AOFM employees serving in overseas posts will be established by the CEO for the employee prior to deployment and will depend on the country and the Government program applying to the overseas service.

For the period of overseas work, AOFM will ensure that employees are appropriately insured commensurate with the political and social environment of the country to which they are deployed.

Whilst on deployment the employee will be entitled to conditions and allowances on those terms and at rates determined by the sponsoring agency from time to time.

4.5 OTHER ALLOWANCES AND REIMBURSEMENTS

The CEO may approve the payment of allowances for:

- AOFM appointed first aid officers; and
- adjustments to salary for higher duties or additional responsibilities.

The CEO may approve reimbursements or payments for:

- loss or damage to property arising from official AOFM business;
- professional memberships;
- training and development activities; and
- approved business related travel by private vehicle.

Further details of the administration of these payments and the rates that apply may be found in the AOFM's *Employment Policies and Procedures* as varied from time to time.

PART 5 – LEAVE

5.1 GENERAL

Approvals of annual, long service and defence leave are subject to AOFM's operational requirements.

Where an employee is absent from duty and the period of absence was not authorised (as per AOFM leave application procedures), all pay and allowances may cease to be available until the employee resumes duty or is granted leave depending on the CEO's satisfaction as to the reason(s) for the unauthorised leave. An unauthorised absence does not count as service for any purpose.

Leave accrues and is debited on the basis of an employee's ordinary hours of work (taking account of clause 2.4 for part-time employees).

5.2 ANNUAL LEAVE

Annual Leave will accrue (on calendar days' service) at a rate of twenty (20) days per year for a full-time employee and on a *pro-rata* basis for part-time employees. Annual Leave will be credited and can be applied for as it accrues.

A manager may grant Annual Leave at half pay for absences of at least one week. Half-pay leave will reduce the Annual Leave balance by the relevant *pro-rata* amount.

The CEO may identify that certain positions and functions are vulnerable to fraud risk. From time to time the CEO may direct employees who occupy such positions or exercise such functions to take ten consecutive days of Annual Leave. This direction may be made in any two year period.

The parties agree that employees are not to carry Annual Leave balances totalling more than a year and a half's accrual (e.g. thirty [30] days for a full-time employee) without the approval of the CEO. Employees may be directed to take leave where Annual Leave balances occur in excess of this limit. Further details on administration of Annual Leave balances may be found the AOFM's *Employment Policies and Procedures* as varied from time to time.

Where an employee takes leave which does not count as service for 30 calendar days or more over any twelve (12) month period, this leave will not count towards accrual of Annual Leave.

Employees in receipt of compensation under the *Safety, Rehabilitation and Compensation Act 1988* for more than forty-five (45) weeks will cease to accrue Annual Leave. Employees who are on a graduated return to work program and who have received compensation for a total of forty-five (45) weeks will accrue Annual Leave credits on a *pro-rata* basis for hours actually worked.

A payment in lieu of accrued balances of Annual Leave will be paid to an employee upon cessation of employment with the Australian Public Service.

A written request to cash out Annual Leave can only be made where the cashing out would not result in the employee's remaining accrued entitlement to Annual Leave being less than four (4) weeks (e.g. twenty [20] days for a full-time employee). The cash out amount will be equal to the amount that would have been payable to the employee had the employee taken the leave that the employee has forgone and will be paid in the next available pay cycle. The employee's Annual Leave balance will be reduced by the amount of leave cashed out.

5.3 PERSONAL/CARER'S LEAVE

Personal/Carer's Leave may be granted when an employee is ill or injured. This leave may also be granted to provide care or support for immediate family or members of an employee's household who are sick, injured or affected by an unexpected emergency.

A full-time ongoing employee will accrue an entitlement of fifteen (15) days of Personal/Carer's Leave on engagement with AOFM and each anniversary thereafter. On commencement, a full-time non-ongoing employee will receive a balance proportional to the length of their initial engagement up to the normal annual entitlement. A part-time employee will accrue a *pro-rata* balance of Personal/Carer's Leave on engagement with AOFM and each anniversary thereafter.

Where Personal/Carer's Leave is three or more consecutive working days, the employee is to supply a certificate from a medical practitioner stating:

- (i) the nature of the illness, injury, or carer's requirement; and
- (ii) the period or approximate period for which the employee will be unavailable for work.

Where Personal/Carer's Leave is for three or more consecutive working days but not associated with an illness or injury, the CEO will determine the supporting documentation required.

Personal/Carer's Leave may be granted at half pay. Half-pay leave will reduce the Personal/Carer's Leave balance by the relevant *pro-rata* amount.

No payment for accrued Personal/Carer's Leave balances will be made to an employee upon cessation of employment with the Australian Public Service.

5.4 MATERNITY, PARENTING, ADOPTION AND FOSTERING LEAVE

An employee is entitled to Maternity Leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*.

An employee may be granted up to an additional four weeks paid leave continuous with an entitlement to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, which will be administered for all purposes as if it were Maternity Leave under this Act.

An employee is entitled to ten (10) days paid Parenting Leave at or close to the time their spouse or partner gives birth to a child, or assumes parental responsibility for an adopted or foster care child. This leave may be granted at half-pay.

After twelve (12) months continuous service an employee is entitled to paid leave for the purposes of adopting a child where:

- 5.4.1 The adoptive child is under sixteen (16) years of age on the day of the placement; and
- 5.4.2 The adoptive child did not previously live with the employee for a period of six (6) months or more before the day of placement; and
- 5.4.3 The adoptive child is not a child or step-child of the employee or the employee's partner, unless the child has not been in the custody and care of the employee or the employee's partner for a significant period of time.

After twelve (12) months service an employee is entitled to paid leave for the purposes of fostering a child in circumstances such as those under the *Children and Young People Act 2008* legislation in the Australian Capital Territory.

Adoption Leave or Fostering Leave must be taken as a single unbroken period at or close to the date of placement and may be taken for any period requested by the employee up to sixteen weeks.

An employee may elect to spread the maximum payment of sixteen (16) weeks for Maternity, Adoption or Fostering Leave over a period up to thirty-two (32) weeks under this clause, but the employee cannot receive in aggregate more than the equivalent of sixteen (16) weeks full pay for any such period. Any period of Leave under this clause in excess of sixteen (16) weeks will not count as service for any purpose.

Eligible employees may also access unpaid leave for parenting associated purposes described above. Such unpaid leave will be subject to the same conditions as unpaid parental leave entitlements under the *Fair Work Act 2009*.

At the end of any period of leave granted under this section, AOFM will make all reasonable effort for the employee to return to the position that he or she held prior to the leave. Where this is not possible for business reasons, or this position no longer exists, the employee will be placed in a position for which the employee is qualified and suited nearest in pay to that held prior to the leave.

5.5 JURY SERVICE

The CEO may grant an employee paid leave to attend jury service in accordance with the provisions for leave for jury service in the National Employment Standards in the *Fair Work Act 2009*.

Leave for jury service will count as service for all purposes.

5.6 LEAVE FOR DEFENCE PURPOSES

An employee may be granted 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.

Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve Service (Protection) Act 2001.

An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year, for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.

During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.

With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.

Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.

Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

5.7 OTHER TYPES OF LEAVE

Leave entitlements under the National Employment Standards are available and where not explicitly covered elsewhere in this agreement will be granted under Miscellaneous Leave.

Long Service Leave is provided in accordance with the *Long Service Leave (Commonwealth Employees Act) 1976*. The minimum period of long service leave which may be taken on each occasion is seven (7) calendar days at full pay or fourteen (14) calendar days at half-pay.

Paid Compassionate Leave of up to two (2) days on each occasion may be granted for the purposes of spending time with an immediate family member or member of an employee's household who has a personal illness, or injury, that poses a serious threat to his or her life. This leave is approved on a case by case basis and does not accrue or accumulate.

Paid Bereavement Leave of up to three (3) days may be granted in the event of the death of a person who is related to an employee or who is a member of an employee's household. This leave is approved on a case by case basis and does not accrue or accumulate.

The CEO may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this agreement for a purpose that the CEO considers to be in the interests of the Agency or the employee, and having regard to operational requirements. This leave is approved on a case by case basis and does not accrue or accumulate (nor will it be paid out on termination).

Miscellaneous Leave may be approved for employees with community service or emergency services duties including for regular training, all emergency services responses, reasonable recovery time and ceremonial duties, or for cultural, and ceremonial purposes.

5.8 PRESERVATION OF LEAVE ENTITLEMENTS AND PORTABILITY OF LEAVE

New AOFM employees recruited directly from another APS agency, provided there is no break in continuity of service, will have their accrued credits of Annual Leave and Personal/Carer's Leave transferred to the AOFM. This recognition will also result in the adjustment of the Personal/Carer's Leave accrual anniversary.

Where an employee joins the AOFM from an employer staffed under the *Parliamentary Service Act 1999*, or from the ACT Government Service, accrued annual leave and personal leave (however described) will be transferred, provided there is no break in continuity of service and the employee has not received payment in lieu of those accrued entitlements.

PART 6 – EMPLOYMENT TRANSITIONS

6.2 REDEPLOYMENT, RETIREMENT AND REDUNDANCY

This clause applies only to ongoing employees who are not serving a probationary period.

If the CEO determines that an employee is excess to AOFM's requirements, the CEO may, after having given the employee a minimum four weeks of notice, or five weeks of notice if the employee is over 45 years of age and has completed at least two years of continuous service:

- redeploy the employee at the same, or a lower, classification; or
- terminate the employee's employment.

An employee terminated under s.29(3)(a) of the *Public Service Act 1999* is entitled to:

- an amount of two (2) weeks' base salary, as specified in Part 3, for every year of service within the APS, with a proportionate amount for any incomplete year of service, up to a maximum of 48 weeks, subject to any minimum amount the employee is entitled to under the National Employment Standards;
- an amount equal to accrued Annual Leave entitlements;
- superannuation entitlements subject to the terms of the relevant superannuation scheme; and
- reasonable costs (as judged by the CEO) for outplacement and financial counselling in relation to the acceptance of an offer of voluntary retirement.

Where the employee has less than twenty-four (24) years full-time service, redundancy pay will be calculated on a *pro-rata* basis for any periods of part-time service.

For the purposes of this clause, an employee is an *excess employee* if:

- the employee is included in a class of employees employed in AOFM, which class comprises a greater number of employees than is necessary for the efficient and economical working of AOFM;

- the services of the employee cannot be effectively used because of technological or other changes in the work methods of the agency or changes in the nature, extent or organisation of the functions of AOFM; or
- the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the CEO has determined that the provisions of this clause apply to that employee.

6.3 RESIGNATION AND RETIREMENT

An employee shall give the CEO at least two weeks written notice when the employee resigns or retires.

PART 7 – OVERSEAS DEPLOYMENT FUNDED BY THE AUSTRALIAN GOVERNMENT

7.1 GENERAL

Where an employee is to be selected for overseas deployment through an Australian Government organised and funded program, the terms and conditions for deployment will be those agreed and recorded between AOFM and the sponsoring agency.

7.2 LEAVE AND PUBLIC HOLIDAYS

The Employee will observe the same work days and public holidays as public servants in the host country government department in which duties related to the aid program are performed.

The employee will accrue leave in accordance with the terms and conditions provided by the sponsoring agency.

PART 8 – CONSULTATION, DISPUTE PREVENTION AND RESOLUTION

8.1 APPLICATION

This Part describes the procedures for preventing and settling disputes between the parties about matters relating to this Agreement. In this Part the term “employer” means the Commonwealth of Australia as represented by the AOFM.

8.2 CONSULTATION

8.2.1 This term applies if the CEO has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to the AOFM that is likely to have a significant effect on AOFM employees or where there is to be a change to ordinary hours of work. Before introducing the major change or change to ordinary hours of work, the CEO must notify the relevant employees of the decision to introduce such change, in which case subclauses 8.2.3 to 8.2.6 apply.

8.2.2 As soon as possible after making the decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the nature of and timing for the introduction of the change;

- (ii) the likely workplace effect on the relevant employees; and
 - (iii) measures the CEO is taking to avert or mitigate significant adverse effects of the change on the relevant employees.
- (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;
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect employees.

8.2.3 The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.2.4 Affected employees may appoint a representative for the purposes of this consultation.

8.2.5 The CEO will discuss the matters in clause 8.2.2 with affected employees or their representative and give prompt and genuine consideration to matters raised about the major change by them.

8.2.6 In this term, a major change is likely to have a significant workplace effect on employees if it results in one of more of: the termination or diminution of the employment of employees; or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.

8.3 DISPUTE RESOLUTION

8.3.1 This term sets out procedures to settle a dispute that relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards.

8.3.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

8.3.3 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 supervisors or management.

8.3.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

8.3.5 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 arbitrate the dispute and make a determination that is binding on the parties.

8.3.5 While the parties are trying to resolve the dispute using the procedures in this term:

- (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 their 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) applicable work health and safety legislation would not permit the work to be performed; or
 - (ii) there are other reasonable grounds for the employee to refuse to comply with the direction.

8.3.6 A decision made by the Fair Work Commission in accordance with this term is binding on parties to this Agreement.

SCHEDULE 1- SALARY RATES AS AT THE COMMENCEMENT OF THIS AGREEMENT

AOFM band	Designation	APS Level	Old rate	Rate on commencement	Rate after 1 st Year Anniversary	Rate after 2 nd Year Anniversary
AOFM 1	Intern		39912	40910	41319	41733
	Junior Admin	APS 1	44347	45456	45910	46370
			47119	48297	48780	49268
			49891	51138	51649	52166
	Junior Admin	APS 2	52662	53979	54519	55064
			55434	56820	57388	57962
			58352	59811	60410	61014
	Admin Officer	APS 3	61999	63549	64185	64827
			65646	67288	67961	68640
	Admin Officer	APS 4	69293	71026	71736	72454
72940			74764	75512	76267	
70986			72761	73489	74224	
AOFM 2	Analyst 5	APS 5	75423	77308	78082	78863
			79860	81856	82675	83502
			84296	86403	87268	88141
			88733	90951	91861	92780
			86761	88930	89819	90718
	Analyst 6	APS 6	92183	94488	95433	96387
			97606	100046	101047	102057
			103028	105604	106660	107727
			108451	111162	112274	113397
			115751	118644	119831	121029
Senior Analyst	EL1	122985	126059	127320	128593	
		130220	133475	134810	136158	
		137454	140890	142299	143722	
		144688	148305	149788	151286	
		168666	172883	174612	176358	
AOFM 3	Practice Leader	EL2	179208	183688	185525	187381
			189750	194494	196439	198403
			200291	205299	207352	209426
			210833	216104	218265	220448
			226849	232520	234846	237195
AOFM 4	Director	(EL2)	241028	247053	249524	252020
			255206	261586	264202	266845
			269384	276118	278880	281669
			283562	290651	293558	296494

This undertaking concerning the **AOFM Enterprise Agreement 2015-2018** is given under section 190(3) of the *Fair Work Act 2009*. The AOFM undertakes not to require work beyond standard hours for staff allocated duties in the AOFM Level 1 Band as Intern or Junior Admin (APS Level 1 or APS Level 2). This means that such staff will not be required to work overtime.

[Note – signature blocks removed for privacy reasons]

These pay rates are to apply as the result of a Section 24(1) determination
by the CEO effected 18 July 2018

AOFM band	Designation	APS Level	Pay Rates as at 17-Jul-2017	Section 24(1) Determination 18-Jul-2018	1st Year Anniversary 18-Jul-2019	2nd Year Anniversary 18-Jul-2020
AOFM 1	Intern	APS 1	42356	43204	44068	44949
			47062	48004	48964	49943
	Junior Admin	APS 2	50004	51004	52024	53065
			52945	54005	55085	56186
			55887	57005	58145	59308
			58828	60005	61205	62429
	Admin Officer	APS 3	61926	63164	64427	65716
			65796	67112	68454	69823
	Admin Officer	APS 4	69666	71060	72481	73931
			73537	75007	76507	78038
77407			78955	80534	82145	
AOFM 2	Analyst 5	APS 5	75333	76839	78376	79943
			80041	81642	83275	84940
			84749	86444	88173	89936
			89458	91247	93072	94933
			94166	96049	97970	99929
	Analyst 6	APS 6	92074	93915	95794	97710
			97828	99785	101781	103816
			103583	105655	107768	109923
			109337	111524	113755	116030
			115092	117394	119742	122137
			Senior Analyst	EL1	122839	125295
	130516	133126			135788	138504
	138194	140958			143776	146652
	145871	148788			151763	154799
	153548	156619			159751	162946
	AOFM 3	Practice Leader	EL2	178995	182575	186226
190182				193986	197866	201823
201370				205397	209505	213695
212557				216808	221144	225567
223744				228219	232783	237439
AOFM 4	Director	(EL2)	240740	245555	250466	255476
			255786	260902	266121	271443
			270833	276250	281775	287411
			285879	291597	297429	303378
			300925	306944	313083	319345