



CrimTrac

Enterprise Agreement 2010



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PART A

INTRODUCTION

PART A - INTRODUCTION

TITLE

1. This Agreement is the *CrimTrac Enterprise Agreement 2010*.

OBJECTIVE AND OVERRIDING COMMITMENT

2. This Agreement, made under part 2-4 of the *Fair Work Act 2009*, will support CrimTrac's work leading the delivery of national information sharing solutions for law enforcement, and the implementation of its strategic plan, *CrimTrac 2015*, by:
 - (a) providing a framework of remuneration and conditions that is competitive, affordable, and within government policy parameters;
 - (b) rewarding high performing staff who effectively contribute to agency outcomes in accordance with CrimTrac's guiding principles of being responsive, innovative and accountable;
 - (c) ensuring the application of the Performance Management Framework provides for professional development opportunities and supports employee performance; and
 - (d) promoting a cooperative and consultative workplace environment.
3. The Agreement provides contemporary benefits for staff in conjunction with increased productivity. Through the agreement, CrimTrac will remain highly responsive to the needs of government and law enforcement, providing advice and implementing projects in a timely manner.

INTERPRETATIONS

Definitions

4. In this Agreement:

approved classification means an approved classification under the *Public Service Classification Rules 2000*.

current Agency employees means employees who are Agency employees when this Agreement commences.

consultation means the sharing of information and providing a genuine opportunity for employees and their representatives to put their views to the appropriate decision maker and for those views to be properly considered and responded to before a decision is made.

dependant in relation to an employee means:

- (a) The employee's spouse or partner.
- (b) A child, parent or aged relative of the employee, or the employee's spouse or partner, who ordinarily lives with the employee and who is totally or substantially dependent upon the employee.
- (c) Any other person the CEO deems to be a dependant.

employee means an Agency employee.

employee representative means a person chosen by an employee, or a group of employees, to represent the employee(s), and includes a delegate or official of the union, a friend, a colleague or an employee member of a workplace consultative forum established under this Agreement.

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FWA means Fair Work Australia.

Fair Work Act and **FW Act** mean the *Fair Work Act 2009*.

family for the purposes of personal leave, “immediate family” means a person who is:

- (a) A spouse (including a former spouse).
- (b) A de facto partner (including same sex partner).
- (c) In the below relationships either with the employee or the employee’s spouse or de facto partner:
 - (i) child;
 - (ii) parent;
 - (iii) grandparent;
 - (iv) grandchild or sibling of the employee;
 - (v) traditional kinship.

manager means an EL2 with management responsibility for a team.

part-time employee means an employee whose ordinary hours of duty are less than 75 hours over two (2) weeks.

SES means the Senior Executive Service.

supervisor means the line manager who provides day to day direction to an employee. Generally supervisors will be APS6, EL1 or EL2.

temporary transfer, for an employee, means the movement of an ongoing employee between the Agency and another APS agency on a temporary basis agreed by the Agency.

transfer, for an employee, means the assignment, on other than a temporary basis, of an ongoing employee to a different group of duties within the Agency within the same classification group as, or a lower classification group than, the employee’s current approved classification.

unauthorised absence means an employee’s absence from the workplace without the approval of the manager or on some form of approved leave including flex.

Meaning of salary

5. The salary rate payable to an employee under Schedule 1 is the employee’s salary for all purposes.
6. An employee’s salary is not affected for any purpose by the employee’s participation in a 48/52 variable leave arrangement or an election to sacrifice salary for non-monetary benefits.

COVERAGE

7. In accordance with section 53 of the *Fair Work Act 2009* (FW Act), this agreement covers the Chief Executive Officer (CEO) of CrimTrac (on behalf of the Commonwealth of Australia) and employees of the Agency engaged under the *Public Service Act 1999* (**Agency employees**).
8. This Agreement does not cover the terms and conditions of employment of:
 - (a) the Chief Executive Officer;
 - (b) staff substantively occupying positions in the Senior Executive Service; or
 - (c) persons whose salary is paid by another agency or employer.

OPERATIVE DATE AND DURATION OF THE AGREEMENT

9. This Agreement will commence to operate seven days after it is approved by Fair Work Australia (FWA) (the commencement date).
10. This Agreement shall nominally expire on 30 June 2011 (the nominal expiry date).

CLOSED AGREEMENT

11. This agreement constitutes a closed agreement in the settlement of all matters for its duration. CrimTrac and its employees agree that for the life of this agreement, there will be no further claims, except where consistent with the terms of this agreement.

INDIVIDUAL FLEXIBILITY ARRANGEMENTS

12. CrimTrac 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) leave loading; and
 - (b) the arrangement meets the genuine needs of CrimTrac and the employee in relation to one or more of the matters mentioned in sub-paragraph (a); and
 - (c) the arrangement is genuinely agreed to by CrimTrac and the employee.
13. CrimTrac must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the FW Act; and
 - (b) are not unlawful terms under section 194 of the FW Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
14. CrimTrac must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer (CrimTrac) and employee; and
 - (c) is signed by the employer (CrimTrac) 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 the enterprise 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.
15. CrimTrac must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
16. CrimTrac or the 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 CrimTrac and the employee agree in writing — at any time.

RELATIONSHIP OF CRIMTRAC'S POLICIES WITH THIS AGREEMENT

17. The operation of this Agreement is supported by CrimTrac policies, procedures, and guidelines. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.
18. Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time following consultation with employees and the parties to the Agreement and will apply in the form they are in as at the time of any relevant action/decision.
19. Disputes over the content, application or interpretation of any policies, procedures or guidelines which support the operation of this Agreement will be subject to the Dispute Resolution procedures of the Agreement.

DELEGATION OF CEO'S POWERS OR FUNCTIONS

20. The CEO may delegate any of his or her powers or functions under this Agreement (other than under this clause).
21. A person exercising powers or functions under a delegation under this clause must comply with any directions of the CEO.

PART B

WORKING AT CRIMTRAC

PART B – WORKING AT CRIMTRAC

COMMITMENT TO THE APS VALUES AND CODE OF CONDUCT

22. CrimTrac and its employees commit themselves to upholding the Australian Public Service Values (the *APS Values*) and complying with the Code of Conduct (sections 10 and 13 respectively of the *Public Service Act 1999*).

GENERAL EMPLOYER AND EMPLOYEE RESPONSIBILITIES

My responsibilities to CrimTrac

23. My key responsibilities as a CrimTrac employee include (but are not limited to):
- (a) Ensuring my behaviour complies with and upholds the APS Code of Conduct and the APS Values;
 - (b) Performing all work to the best of my ability, skill and competence in accordance with my position profile (a copy of which has been provided to me as varied from time to time);
 - (c) Carrying out my work at places reasonably requested by CrimTrac;
 - (d) Complying with CrimTrac policies, procedures and work practices as varied from time to time;
 - (e) Being ready, willing and available to work without being impaired by alcohol or drugs;
 - (f) Doing my best to promote, and not harm, CrimTrac's operations, interests and reputation;
 - (g) Behaving professionally, and treating people with dignity and respect;
 - (h) Actively balancing my life (taking annual leave, striving to keep flex credits below 20 hours and debits below 10 hours, minimising unscheduled absences and undertaking rehabilitation when needed for returning to work after illness or injury);
 - (i) Contributing to a safe, secure and fair workplace; and
 - (j) Complying with all lawful instructions in connection with my employment.

CrimTrac's responsibilities to You

24. CrimTrac's key responsibilities to its employees include (but are not limited to):
- (a) Providing a safe, secure and fair workplace;
 - (b) Acting in accordance with CrimTrac policies and procedures as varied from time to time; and
 - (c) Abiding by the requirements of relevant legislation that applies to the employment relationship including laws relating to:
 - (i) industrial relations;
 - (ii) anti-discrimination;
 - (iii) superannuation;
 - (iv) long service leave;
 - (v) occupational health and safety;
 - (vi) workers' compensation;
 - (vii) taxation; and
 - (viii) privacy.

Managers' responsibilities

25. CrimTrac employees in management roles have particular responsibilities which include (but are not limited to):
- (a) Creating a workplace culture based on respect, trust and a sense of collective purpose;

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- (b) Being fully conversant with, and upholding the principles and provisions of this Agreement and other supporting policies, guidelines and instructions;
- (c) Providing employees in their teams with the tools they need to do their work efficiently, effectively, ethically and creatively;
- (d) Building organisational capability through encouraging employees in their teams to access learning and development and giving employees guidance and encouragement to undertake their work effectively;
- (e) Regularly reviewing and prioritising workloads in their teams and if necessary making recommendations to senior management regarding the appropriateness of staffing levels and classifications to achieve desired outcomes that do not negatively impact on employees;
- (f) Actively manage the performance of employees in their teams;
- (g) Encouraging and acknowledging good performance; and
- (h) Ensuring appropriate consultation on all workplace issues and initiatives that affect employees.

BASIS OF EMPLOYMENT

26. An employee may be employed on a full-time, part-time or casual basis.

Employment on a part-time basis

27. The general arrangements applying to part-time work are covered in paragraphs 31-38 of this Agreement. Remuneration for part-time employees is covered in Part C – Remuneration and Performance.

Employment on an irregular or intermittent (casual) basis

28. An employee who is employed for duties that are intermittent or irregular (casual) is paid for actual hours worked and is entitled to a salary loading of 20% in lieu of all leave entitlements except:

- (a) Long Service Leave; and
- (b) Maternity Leave (if the employee is an eligible casual employee as defined by the *Fair Work Act 2009*).

29. A casual employee is entitled to attend the following activities without loss of pay if they would otherwise have been performing duties at the relevant time:

- (a) industrial proceedings under the FW Act as a necessary witness;
- (b) if the person is an employee representative: FWA proceedings to assist in the resolution of a dispute, or a short course on effective dispute resolution.

30. In accordance with the FW Act, a casual employee is entitled to unpaid carer's leave and unpaid compassionate leave, subject to meeting the conditions applicable to these forms of leave.

PART-TIME WORK ARRANGEMENTS

31. An employee may be employed as a regular part-time employee for an agreed number of regular hours each week that is less than standard hours of duty for a full-time employee.

32. Part-time working arrangements may be initiated by an employee or the Agency.

33. However, if a full-time employee occupies a position:

- (a) a part-time working arrangement may be implemented for the position only if the employee agrees to the arrangement;
- (b) the employee must not be subject to any pressure to agree to part-time employment or to move to another position to allow a part-time working arrangement to be implemented for the position; and

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- (c) the employee is entitled to return to full-time work at the end of the period of the part-time working arrangement agreed to.
34. For a part-time working arrangement initiated by an employee, the CEO must have regard to the personal reasons of the employee and to the operational requirements of the Agency.
35. Part time work arrangements will be set out in a part-time work agreement which will include the employee's hours of duty (including starting and finishing times on each day of the week within the limits of the span of hours specified for an equivalent full-time employee) and the duration of the agreement.
36. For a management initiated part-time position, the arrangements will be specified in writing by the Agency in the position documentation.
37. The terms of a part time work agreement can be reviewed and varied at any time by agreement between the employee and the manager. This includes reversion or conversion to full time arrangements before the originally agreed date. In addition, where operational requirements might significantly affect the viability of the agreement, the CEO may review and vary the part-time arrangements at any time. Where an existing agreement is to be varied for operational reasons, the employee will be given four weeks' notice of the proposed change.
38. Employees returning from maternity or parental leave will be provided with access to part time working arrangements in accordance with relevant provisions in Part D of this Agreement, and entitlements under relevant legislation.

REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

Employee may request change in working arrangements

39. An employee who is a parent, or has responsibility for the care, of a child may request CrimTrac for a change in working arrangements to assist the employee to care for the child if the child:
- (a) is under school age; or
 - (b) is under 18 and has a disability.
- Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.
40. The employee is not entitled to make the request unless:
- (a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with CrimTrac immediately before making the request; or
 - (b) for a casual employee—the employee:
 - (i) is a long term casual employee of CrimTrac immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by CrimTrac on a regular and systematic basis.

Formal requirements

41. The request must be in writing and set out details of the change sought and of the reasons for the change.

Agreeing to the request

42. CrimTrac must give the employee a written response to the request within 21 days, stating whether CrimTrac grants or refuses the request. CrimTrac may refuse the request only on reasonable business grounds. If CrimTrac refuses the request, the written response must include details of the reasons for the refusal.

SUPPORT FOR EMPLOYEE HEALTH AND WELLBEING

Employee assistance program

43. The Agency will maintain an employee assistance program for employees.

Health and wellbeing program

44. This Agency will implement a health program for employees, to be known as the 'health and wellbeing program', with the following objectives:

- (a) maximising the health of employees;
- (b) minimising the number of days lost through illness and injury.

45. Elements of the programme will include the following:

- (a) reimbursement of expenditure up to \$299 inclusive of GST, per ongoing employee each financial year, on approved health and well being activities, with the agency responsible for any tax implications. Examples of activities which may be approved include gym membership, sporting equipment, weight loss programs, nutrition advice and other healthy lifestyle programs;
- (b) in accordance with arrangements introduced by the Agency, meeting the cost of influenza vaccinations for employees; and
- (c) provision of assistance for employees to give up smoking.

46. In consultation with employees the CEO will develop guidelines for the program, which may be reviewed and amended during the life of this agreement.

Mature Age Employees

47. CrimTrac values the extensive skills, expertise and corporate knowledge of mature age employees, and is committed to attracting and retaining these employees. It is acknowledged that with the ageing of the Australian workforce, management and work practices should be geared to optimise the contribution of skilled and experienced workers and encourage those who are making a valuable contribution to stay longer in the workforce. Strategies to achieve this may include:

- (a) more flexible working arrangements, such as part-time work and phased retirement;
- (b) more creative use of their skills (e.g. mentoring, skills transfer) and different roles with the opportunity, where desired and appropriate, to phase out managerial responsibilities;
- (c) more active management of leave to encourage use of annual and long service leave so that employees maintain a healthy work/life balance and level of enthusiasm;
- (d) encouragement to take sabbaticals and pursue other development opportunities to maintain drive and expertise.

STUDY LEAVE AND ASSISTANCE

Study Leave

48. CrimTrac is committed to providing employees with the opportunity to pursue study, provided it is relevant to the Agency's corporate objectives and its evolving human resources requirements. To that end, the CEO may, on application by an employee, approve the employee undertaking a course of study at a recognised institution, having regard to:

- (a) the financial resources and operational needs of the agency;
- (b) the work performance of the employee;
- (c) the career development needs of the employee; and

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(d) the number of working hours required.

49. Leave may be granted with or without pay and subject to conditions.

Study assistance

50. The CEO may grant a financial allowance to assist employees with study costs.

51. Study assistance may be granted subject to conditions.

Guidelines for study leave and assistance

52. Study assistance will be administered in accordance with any Agency policy and/or guidelines on study leave and assistance.

PROFESSIONAL MEMBERSHIP FEES

Practising Certificates and Professional Memberships

53. CrimTrac will meet the cost of certificates and professional memberships which are relevant and essential to an employee's duties. Reimbursement to employees of fees associated with the issue of certificates or membership of professional associations will be made where:

- (a) membership of a professional association is a requirement under State or Territory laws for an employee to undertake their responsibilities for the Agency; or
- (b) where CrimTrac is of the opinion that membership of a professional association would provide a real and distinct benefit for the Agency.

54. Renewal of such memberships for individual employees will be considered on a year by year basis.

REIMBURSEMENT OF COSTS FOR DEPENDANT CARE WHERE EMPLOYEE REQUIRED TO BE AWAY FROM HOME OUTSIDE NORMAL WORK HOURS

55. The CEO may approve the reimbursement of reasonable costs incurred by an employee in relation to additional family care arrangements for dependants where the employee is required to be away from home on official duties outside normal working hours.

FINANCIAL ASSISTANCE WITH RETIREMENT PLANNING – MATURE WORKERS

56. To assist with retirement planning, employees aged 54 years and over who are approaching or genuinely considering retirement, may access financial assistance in the form of a one-off reimbursement payment up to a total maximum of \$500 (inclusive of GST) to obtain financial advice from a registered financial advisor.

ATTRACTION AND RETENTION OF SKILLED EMPLOYEES

57. During the life of this Agreement, CrimTrac will explore appropriate strategies to retain staff with the right skills. CrimTrac will focus on the reasons why staff leave the Agency, using staff attitude surveys and exit surveys to provide actionable data that will inform a strategic approach to dealing with the retention of staff.

PART C

REMUNERATION AND PERFORMANCE

PART C REMUNERATION AND PERFORMANCE

SALARY INCREASES

58. Agency salary scales will increase by 3% from the operative date of this agreement.

JOB CLASSIFICATION

Classification structure

59. The classification structure, including training classifications, for Agency employees is set out in Schedule 1.

Work level standards

60. Positions in the Agency are classified in accordance with the Agency work level standards and the kind of work allocated to the position. The CEO may review the work level standards during the life of this Agreement.

Task broadening

61. The CEO may assign an employee to any duties that are:

- (a) within the limits of the employee's skill, competence and training; and
- (b) consistent with the classification structure and Agency work level standards.

Graduate APS employees

62. A Graduate APS employee must undertake a course of training decided by the CEO.

63. If the CEO is satisfied that the employee has successfully completed the course of training, the employee will:

- (a) be allocated the substantive classification of APS level 3; and
- (b) subsequently be advanced to the maximum pay point of that classification.

Trainee APS (Administrative) employees

64. An employee recruited as Trainee APS (Administrative) must complete the Public Administration Traineeship or an alternative program approved by the CEO.

65. Subject to relevant provisions relating to junior rates, if the CEO is satisfied that the employee has successfully completed the traineeship or program the employee will be allocated the operational classification of APS Level 1 and paid at the minimum pay point of the APS Level 1 classification.

REMUNERATION

Salary rates

66. Salary rates payable to Agency employees are set out in Schedule 1.

Salary on starting in a new position

67. The starting salary of an employee who starts duty in a new position on engagement, movement or promotion is at the minimum pay point for the classification.

68. However, the CEO may approve a starting salary at a higher pay point. A starting salary above the minimum may be approved to take account of previous periods of higher duties by the employee at the classification level of the new position.

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69. For a promotion within the Agency, the pay point must not be lower than the pay point at which the employee would be entitled to be paid if undertaking higher duties in the relevant classification.
70. If, at the time of engagement, movement or promotion, an employee's salary is set at an incorrect pay point the CEO may direct that the employee's salary be set at the correct pay point.

Ongoing assignment to new duties at substantive classification

71. An employee may be assigned on an ongoing basis to new duties in a different position at his or her substantive classification at any pay point relevant to the position.
72. However, an employee may be assigned to a position for which the employee would receive a lower pay point only if:
- (a) the employee agrees; or
 - (b) reduction in classification is a consequence of:
 - (i) action for misconduct; or
 - (ii) the procedures for managing underperformance; or
 - (iii) loss of an essential qualification; or
 - (iv) the redeployment and retrenchment provisions of this Agreement.
73. If an employee asks in writing to perform work at a lower classification level temporarily, the CEO may decide that the employee be paid salary at a pay point applying to the lower level for the period requested by the employee.

Salary maintenance — movement from another agency

74. This clause applies to a person moving to the Agency from another department or agency if the salary the person was receiving in the other agency or department immediately before the movement (the *current salary*) exceeds the maximum salary payable under this Agreement for the relevant classification level (the *maximum salary*).
75. The CEO may approve continued payment at the employee's current salary until such time as the employee can be transferred to a pay point in the CrimTrac salary range without disadvantage. Salary maintenance under this provision does not constitute promotion beyond the employee's existing classification.

Supported salary provisions for certain employees with a disability

76. The supported salary rates, and other terms and conditions of employment, for a person with a disability who is employed in the Agency under the Supported Wage System are set out in Schedule 2.

SALARY ADVANCEMENT

77. An employee is eligible for salary advancement if:
- (a) the employee's performance has been rated at '*Meets all performance targets*' or above under the PMF at the end of the preceding PMF appraisal cycle; and
 - (b) the employee has at least 6 months service under a performance agreement at or above the employee's current classification in the appraisal cycle period and their manager is satisfied that they are performing at '*Meets all performance targets*' or above.
78. An eligible employee will advance to the next salary point in the relevant pay scale.
79. The date of effect for advancement of an employee's salary will be 12 months from the date of commencement, or another date as agreed to by the CEO.

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80. If an employee's performance is rated under the PMF as '*Does not meet performance targets*' or '*Meets most performance targets*':
- (a) the employee will not be eligible for salary advancement;
 - (b) appropriate action will be initiated in accordance with the clauses 'PMF and Underperformance' and 'Managing Underperformance';
 - (c) the employee may be eligible for deferred salary advancement subject to improving their performance to the level of at least '*Meets all performance targets*' by the review date specified in their performance improvement plan.
81. An employee's salary may not be advanced beyond the maximum pay point for an employee's classification. The CEO has the discretion to approve variable remuneration in accordance with the Variable Remuneration clause (paragraphs 134-135) of this Agreement.

PAYMENT OF SALARY

82. An employee will be paid fortnightly.
83. The fortnightly rate of salary is:

$$\text{annual salary} \times \frac{12}{313}$$

REMUNERATION FOR PART TIME WORK

84. Remuneration and other terms and conditions for a part-time employee (except for benefits in the nature of reimbursement) are to be calculated proportionally to the remuneration and other terms and conditions applying to a full-time employee.
85. Remuneration is to be calculated proportionately on the basis of standard hours for a full-time employee of 37 hours 30 minutes each week.
86. Reimbursement allowances for a part-time employee are the same as for a full-time employee.

OVERTIME

Salary barriers for the purposes of overtime, and emergency duty

87. The *salary barrier*, for the purposes of overtime and emergency duty, is the APS level 6 classification.

Application

88. Except as provided under Restriction Allowance (paragraphs 114-120), the overtime provisions in this clause do not apply to emergency duty or duty under a restriction direction.

Note For emergency duty and duty under a restriction direction, see paragraphs 114-115 on Restriction direction and paragraphs 121-126 on Emergency Duty.

General

89. An employee may be directed to perform overtime:
- (a) outside his or her ordinary span of work hours Monday to Friday; or
 - (b) within that ordinary span of work hours, but outside the number of ordinary hours the employee would work on a day (or is formally rostered to work on that day); or
 - (c) on a Saturday, Sunday or public holiday.

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90. Overtime shall only be worked with prior approval of the supervisor. If circumstances do not permit prior approval, written approval must be sought as soon as possible after the overtime.
91. An employee whose classification is at or below the salary barrier is entitled to overtime rates. However, the CEO may authorise payment of overtime rates to an employee at a classification level above the salary barrier.
92. For the purpose of determining whether overtime begins immediately after the end of ordinary hours of work, a meal period is to be disregarded.

Reasonable Additional Hours

93. An employee may refuse to work extra hours, overtime or directed overtime where such extra hours are unreasonable. For determining whether extra hours are reasonable or unreasonable, the following will be taken into account:
 - (a) any risk to employee health and safety from working the additional hours;
 - (b) the employee's personal circumstances including any family responsibilities;
 - (c) the needs of the workplace or enterprise in which the employee is employed;
 - (d) any notice given by the employer of any request or requirement to work the additional hours;
 - (e) the nature of the employee's role and the employee's level of responsibility; and
 - (f) any other relevant matter.

Overtime rates

94. Overtime rates are worked out as follows, using the hourly rate below:
 - (a) for overtime performed on a day other than a Sunday or public holiday — time and a half for the first 3 hours and double time after that;
 - (b) for overtime performed on a Sunday — double time;
 - (c) for overtime performed on a public holiday:
 - (i) for duty within normal standard hours on the public holiday — time and a half; or
 - (ii) at any other time – double time and a half.
95. The hourly rate is:

$$\frac{\text{salary}}{313} \times \frac{6}{37.50}$$

where *salary* includes allowances in the nature of salary.

96. For overtime that does not begin immediately after the end of ordinary hours of work, the employee is to be paid for at least 4 hours at the relevant overtime rate.
97. However, if more than one attendance is required, the payment for overtime must not be more than the amount that would have been paid if the employee had remained on duty until the end of the final attendance.
98. For overtime that does not begin immediately after the end of ordinary hours of work and includes duty before and after midnight:
 - (a) the minimum pay is worked out as if the whole attendance occurred on one day; and
 - (b) for days with different overtime rates, the minimum payment is to be worked out at the higher overtime rate.

Part-time employees

99. For a part-time employee whose classification level is at or below the salary barrier, overtime rates are payable for duty that:
- (a) does not begin immediately after the end of the employee's ordinary hours of work; and
 - (b) begins immediately after the end of the employee's ordinary hours of work, on a day when the employee completes the ordinary hours of work, if the duty falls (wholly or in part) outside the period from 7.30 am to 6.30 pm; and
 - (c) begins immediately after the end of the employee's ordinary hours of work, if the duty falls wholly within the period from 7.30 am to 6.30 pm and exceeds, in any one week, the employee's prescribed weekly hours.

Part-time employees above the salary barrier

100. A part-time employee who is at a classification level above the salary barrier, and is directed to work outside their ordinary pattern of hours will be paid at the normal hourly rate.
101. However, the total ordinary duty and extra duty at the normal hourly rate must not exceed:
- (a) on any day, 7 hours and 30 minutes; and
 - (b) in any week, 37 hours and 30 minutes.

Sunday duty — time off

102. If an employee performs a full day's duty on a Sunday in addition to their prescribed hours for the week, if practicable they will be granted a day off in the following week.
103. If an employee who is eligible for the payment of overtime is granted a day off under this clause:
- (a) the employee is entitled to an additional day's pay; and
 - (b) the provisions for 'Time off instead of overtime' do not apply in relation to the Sunday.

Rest relief after overtime

104. This clause applies if, as a result of working overtime, an employee has less than 8 consecutive hours off duty (plus reasonable travelling time):
- (a) between the end of the ordinary duty on any day or shift, and the start of their ordinary hours of work on the next day; or
 - (b) on a Saturday, Sunday or a public holiday (unless the day is an ordinary working day for the employee), in the 24 hours preceding the time when the employee will next ordinarily begin duty.
105. The employee:
- (a) may be absent from work, after performing the overtime, for eight (8) consecutive hours off duty (plus reasonable travelling time); and
 - (b) is entitled to payment for any period of ordinary working time occurring in the employee's absence.
106. However, if the employee is not able to be absent from work because they are required to continue or resume work, the employee is entitled to be paid overtime at the rate of double time until they have at least eight (8) consecutive hours off duty (plus reasonable travelling time).
107. This clause does not apply to an employee at a classification level above the salary barrier.

Overtime meal allowance

108. This clause applies to an employee who works overtime:
- (a) after ordinary duty for a day to the end of, or after, a meal period without taking a meal break; or
 - (b) after ordinary duty for a day after a meal break, if the employee is not entitled to payment during the meal break; or
 - (c) before the start of ordinary hours of duty for a day and takes a meal break, if the employee is not entitled to payment during the meal break; or
 - (d) on a Saturday, Sunday or public holiday continuing after a meal break, if the employee is not entitled to payment during the meal break.
109. The employee is entitled to a meal allowance of \$22.
110. For this clause, a *meal period* is:
- (a) 7.00 am to 9.00 am; or
 - (b) 12 noon to 2.00 pm; or
 - (c) 6.00 pm to 7.00 pm; or
 - (d) midnight to 1.00 am.
111. The CEO may agree with an employee to other meal periods for the purpose of this clause. However, any agreement must provide for four (4) meal periods in a 24 hour period.

Time off instead of overtime

112. An employee may choose to take time off in lieu of payment for overtime:
- (a) on an hour for hour basis (with residual payment); or
 - (b) as time at overtime rates.
113. An employee will take this time off in lieu of payment for overtime at an agreed time subject to operational requirements. It is expected that this will occur as soon as practicable (within three months) of the overtime being worked. Time off in lieu of payment of overtime not taken in that time will not be lost or forfeited by an employee.

RESTRICTION ALLOWANCE

Restriction direction

114. An employee may be directed to be contactable and available to perform duties outside the employee's ordinary hours of work (a *restriction direction*).
115. A restriction direction must be in writing, stating what the employee is directed to do and how that differs from the employee's normal work conditions.

Restriction allowance

- 116. An employee is entitled to an allowance (a *restriction allowance*) if the employee:
 - (a) is subject to a restriction direction; and
 - (b) is not at a classification level above the salary barrier.
- 117. However, the CEO may grant a restriction allowance to an employee at a classification level above the salary barrier.
- 118. The allowance is to be paid for each hour or part of an hour restricted in accordance with the following table:

Period of restriction	Allowance (% of employee's hourly rate of salary)
Monday to Friday	7.5%
Saturday or Sunday	10%
Public holiday	15%

- 119. For paragraph 118, the *hourly rate of salary* is worked out as follows:

$$\frac{\text{salary}}{313} \times \frac{6}{37.5}$$

where:

salary includes higher duties allowance and any other allowances in the nature of salary.

- 120. Restriction allowance is not payable for any period for which the employee receives another payment.
 - (a) If an employee who is subject to a restriction direction is required to perform duty, the relevant overtime provisions will apply to the duty, subject to:
 - (i) if the employee is not recalled to a place of work to perform the duty — a one (1) hour minimum payment; and
 - (ii) if the employee is recalled to a place of work to perform the duty — a three (3) hour minimum payment.

EMERGENCY DUTY

Emergency duty

- 121. This clause applies if:
 - (a) an employee is directed to attend for duty to meet an emergency; and
 - (b) the employee would not ordinarily have been on duty at that time; and
 - (c) the employee was not given notice of the direction before ceasing ordinary duty; and
 - (d) the employee is not at a classification above the salary barrier.
- 122. However, the CEO may decide that this clause will apply to an employee at a classification above the salary barrier.
- 123. For the time on duty, the employee is to be paid:
 - (a) at the rate of double time; and

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- (b) for at least two (2) hours.
- 124. The time on duty is taken to include time necessarily spent in travelling to and from duty.
- 125. This clause does not apply if the employee is subject to a restriction direction.
- 126. The provisions relating to rest relief after overtime do not apply to overtime worked in circumstances covered by this clause unless the actual time worked is at least three (3) hours for each attendance.

HIGHER DUTIES

- 127. An employee may be assigned to perform temporarily all or part of the duties of a position at a higher classification level. When deciding to assign temporary performance of higher duties to an employee, the employee's availability for the period of the assignment will be taken into account.
- 128. If the period of the higher duties assignment, or consecutive assignments, at a higher classification level (including an SES position) is for a continuous period of at least two weeks, the employee is eligible for payment of higher duties allowance for the period (including any public holiday).
- 129. If, the period of higher duties assignment is for a continuous period of at least 3 months, the employee must participate in the Agency's Performance Management Framework in relation to the performance of duties in the higher position.
- 130. Employees who are assigned higher duties for less than three months will not be paid at the higher duties rate for any period of annual leave taken during their period of higher duties. If the employee is performing higher duties for a continuous period of over three months the higher duties allowance will be paid for any period of paid leave.
- 131. Except as provided in Schedule 3, the rate of higher duties allowance will generally be at the base pay point of the higher classification.
- 132. If an employee is assigned to perform less than the full duties of a higher classified position, higher duties allowance will be determined at a rate commensurate with the partial duties assigned.
- 133. A higher duties allowance paid under this Agreement is salary for calculating payment for overtime, restriction, and penalty payments.

VARIABLE REMUNERATION

- 134. The CEO may approve a Variable Remuneration arrangement for an employee in exceptional circumstances, for example, where:
 - (a) the work value of a job is demonstrably higher than the work value of the highest pay point of the related work level, but not so high as to move it to a higher work level; or
 - (b) market forces require payment of a salary greater than the highest pay point of the relevant work level to retain or attract employees; or
 - (c) it is a job that requires a person with highly specialised/valued skills and experience, which are critical to achieving CrimTrac's strategic objectives and outcomes.
- 135. Variable Remuneration will be considered on a case by case basis and the premium would usually be prescribed for up to two years. It will not be offered on a permanent basis and is at the discretion of the CEO.

FLEXIBLE REMUNERATION PACKAGING (SALARY SACRIFICE)

136. An employee may elect to sacrifice up to 50% of salary for non-monetary benefits in accordance with CrimTrac guidelines for flexible remuneration packaging.
137. The employee must pay fringe benefits tax and administrative costs incurred because of the election.
138. Details regarding the administration of flexible remuneration packaging are contained in CrimTrac Policy.

SUPERANNUATION

139. Where an employee is eligible for membership of the Public Sector Superannuation Accumulation Plan (PSSAP) and the employee exercises a superannuation choice, CrimTrac will pay an employer contribution at the maximum rate specified from time to time in the PSSAP rules as if the employee were a member of PSSAP.
140. Choice of funds may only be exercised in relation to funds which accept contributions paid through electronic funds transfer (EFT).
141. While CrimTrac continues to be funded at the existing cost levels of the current schemes, subject to changes to the relevant superannuation legislation and employee choice, an employee's remuneration package in so far as it relates to superannuation will not be reduced.

MANAGING FOR BETTER PERFORMANCE

142. The arrangements outlined in this part provide a simplified and streamlined framework to:
 - (a) facilitate and positively reinforce performance levels which exceed most performance targets or meet all performance targets; and
 - (b) effectively manage underperformance.

PERFORMANCE MANAGEMENT FRAMEWORK

143. The CrimTrac Performance Management Framework (PMF) provides the basis for managing the performance of Agency employees, particularly to improve work performance, consistent with the achievement of corporate objectives by:
 - (a) better aligning individual and team performance with the Agency's operational and business objectives;
 - (b) improving workplace communications between managers and employees;
 - (c) ensuring that everyone has a clear understanding of their role and responsibilities, as well as those of other team members;
 - (d) facilitating the early identification of employee underperformance based on objective work related data and the promotion of a constructive approach to the identification and resolution of any underlying problems or difficulties;
 - (e) identifying personal development needs relevant to work objectives and the Agency's workforce planning requirements;
 - (f) promoting and encouraging objectivity and consistency in performance appraisal; and
 - (g) recognising and rewarding good performance through salary advancement and/or other incentives.

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144. The PMF provides for:
- (a) the development of performance expectations (in the form of a performance agreement) and appropriate performance assessment criteria;
 - (b) the identification of employee training and development needs;
 - (c) review of performance between an employee and his or her supervisor; and
 - (d) a discussion midway through and at the end of the assessment cycle to:
 - (i) review the employee's overall performance during the cycle;
 - (ii) decide which of the descriptors mentioned under 'Performance Ratings' is to be applied to the employee's overall performance during the cycle; and
 - (iii) consider whether the employee's training and development needs were met during the assessment cycle and consider the employee's future training and development needs.
145. The CEO may review the PMF, in consultation with employees, during the life of this Agreement.

PERFORMANCE RATINGS

146. Performance review is based on the following ratings:
- (a) *exceeds all performance targets*
 - (b) *exceeds most performance targets*
 - (c) *meets all performance targets*
 - (d) *meets most performance targets*
 - (e) *does not meet performance targets*

PERFORMANCE-BASED BONUSES

147. The CEO may approve payment of a performance bonus to an eligible employee if:
- (a) the employee's performance has been rated as '*Meets all performance targets*', '*Exceeds most performance targets*' or '*Exceeds all performance targets*' for the preceding PMF appraisal cycle; and
 - (b) the employee is employed by CrimTrac on 30 June of that PMF appraisal cycle and has had at least 3 months' service under a performance agreement at or above the employee's current classification in the appraisal cycle period; and
 - (c) the CEO considers the employee has made a significant contribution to building CrimTrac's organisational capability.
148. Where an employee ceases employment prior to 30 June in an appraisal cycle, but otherwise meets conditions (a), (b) and (c) in the preceding paragraph, in respect of their partially completed appraisal cycle, the employee may be eligible for a pro-rata bonus, at the CEO's discretion.
149. If approved, the performance bonus will be paid as a lump sum amount of up to 15% of the employee's annual salary as at the 30 June end date of the PMF appraisal cycle to which it relates (and paid on a pro rata where an employee has more than three months but less than twelve months at CrimTrac). At the CEO's discretion, the following limits will apply:

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Exceeds all performance targets	15%
Exceeds most performance targets	10%
Meets all performance targets	5%
Meets most performance targets	No Payment
Does not meet performance targets	No Payment

150. Where performance bonuses are approved for eligible employees under this clause, payment will be processed on a payday in September following the applicable PMF appraisal cycle.
151. Details regarding the administration of performance-based bonuses are contained in the CrimTrac Policy.

PMF AND UNDERPERFORMANCE

152. Performance which is assessed as *does not meet performance targets* requires immediate action under the Agency's procedures for managing underperformance. Continued performance which *meets most performance targets* but does not *meet all performance targets* may also result in action under the procedures for managing underperformance.
153. If an employee's overall performance is assessed as *meets most performance targets* or *does not meet performance targets*, the appraiser must, in accordance with the PMF guidelines:
- (a) tell the employee in writing that performance improvement is required; and
 - (b) consult with the employee about the reasons why the employee's performance does not *meet all performance targets*; and
 - (c) in consultation with the employee, prepare improvement objectives aimed at achieving a rating that *meets all performance targets* or *exceeds most performance targets*.

Note For review of a decision or action taken in relation to an employee under the PMF; see the procedures for informal review in Part F – Cooperative Workplace Relations.

154. The pay outcome of these PMF assessment ratings is detailed under the Salary Advancement clause (paragraphs 77-81).

MANAGING UNDERPERFORMANCE

155. Underperformance will be managed in accordance with guidelines for managing underperformance.
156. The procedures for managing underperformance are designed to:
- (a) ensure that an employee is given a reasonable opportunity to improve;
 - (b) ensure that, in each case, consideration is given to using the services of the Agency's employee assistance program to resolve any performance issue;
 - (c) have regard to procedural fairness;
 - (d) balance the needs of the Agency and the individual;
 - (e) be streamlined and efficient;
 - (f) be consistent with relevant legislation, including legislation about workplace relations, discrimination, record keeping and privacy;

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- (g) ensure that an employee is given full information about job requirements, performance expectations, deficiencies in his or her performance and possible consequences;
 - (h) provide, in appropriate cases, for reduction in classification, redeployment or termination of employment; and
 - (i) subject to the review provisions that apply to decisions to terminate employment, allow for review of the final decision.
157. Different procedures may apply to employees on probation and non-ongoing employees.
158. The CEO may review procedures for the management of underperformance, in consultation with employees, during the life of this Agreement.

Note Part 3 - 2 of the FW Act deals with applications for relief for termination of employment.

REWARDING AND RECOGNISING SPECIAL INDIVIDUAL OR TEAM EFFORTS

159. Non-cash rewards may be given to individuals or teams to recognise praiseworthy effort or long service where other rewards are not appropriate. These rewards are separate from normal salary and allowance or bonus payments made to employees for their work, and are not a substitute for such payments.
160. Nominations for a Recognition Reward may be made by colleagues, supervisors or senior managers, at any time. A Recognition Reward could be:
- (a) financial support for secondments, conference attendance or career advancement training that would not normally have been available to or expected by the recipients;
 - (b) support for teams in a form that promotes cohesion and morale (for example, additional financial support to meet the cost of a team dinner, a team conference or retreat, a special item of equipment, or particular team research activities);
 - (c) benefits selected to mark or celebrate an action or event. Such benefits may include gifts (e.g. books, software, small IT hardware or electrical items, tools, telephone or other); equipment, briefcases or travel goods, stationery; services (e.g. subscriptions to professional societies or groups or for internet services); entertainment (e.g. theatre or dinner for the recipient and/or their families); or travel contribution to family fares and accommodation, including in connection with professional or career development.
161. Policy and procedures will be developed during the life of the Agreement.

PART D

WORKING ARRANGEMENTS

PART D – WORKING ARRANGEMENTS

HOURS OF WORK AND ATTENDANCE

162. No employee will be required to work excessive hours. The Executive and managers have a particular responsibility to minimise the extent to which all employees, including Executive Level 1 and above (and equivalents) are required to work excessive hours. Where employees are consistently required by their Manager to work excessive hours, the Team Manager will review workloads with a view to determining whether additional resources are required.

163. Under this Agreement the following definitions apply:

‘Standard Hours’ and ‘Ordinary Hours’	for a full time employee, means a 7 hour 30 minute day within the Span of Hours, or 37 hours 30 minutes per week. for a part time employee, means: (a) the hours stated in the employee’s part-time work agreement; or (b) for a management initiated part-time position — the hours decided by the Agency for the position.
‘Standard Day’ and ‘Standard Working Pattern’	for a full time employee, means 8:30am to 12:30pm and 1:30pm to 5:00pm, Monday to Friday; for a part time employee, means the pattern of hours specified: (a) in the employee’s part-time work agreement; or (b) for a management initiated part-time position, in the position description.
‘Settlement Period’	is the two week period beginning on a pay Thursday for the purposes of determining flex debit / credit carryover. Subject to the clauses on flexible working arrangements and the flextime scheme: <ul style="list-style-type: none"> • a full-time employee must work 75 ordinary hours over the settlement period, that is, an average of 37 hours and 30 minutes each week; • a part-time employee must work the number of hours over the settlement period as specified in the part-time work agreement or position description.
‘Span of Hours’	is 7:00am to 7.00pm from Monday to Friday.

164. Employees are expected to be available for reasonable direction to work outside their agreed standard working patterns. However, an employee must not be required to work more than:

- (a) 10 hours ordinary time on any one day; and
- (b) 5 hours without a break of 30 minutes.

Transition to 7 hour 30 minute Day

165. The adoption of 7 hours 30 minutes as the ‘Standard’ or ‘Ordinary Hours’ of work per day will allow for the introduction, without deduction from employees’ leave credits, of a Christmas Stand Down period (refer Part D – Working Arrangements: Christmas Stand Down (paragraphs 268-271). The transition to a 7 hour 30 minute day, 37 ½ hour week will come into effect on a pay day within three pay periods (six weeks) from the commencement of the Agreement. Employees will then move to the increased new daily/weekly hours regime, at which time all accrued leave credits/entitlements will be converted without detriment to match the new working hours arrangements.

RECORDING ATTENDANCE

166. All employees are required to record their daily attendance. Employees must record, for each day they work:
- (a) the time they start work; and
 - (b) the time they finish work; and
 - (c) the time of any breaks that exceed 15 minutes in duration.
167. Employees who work under the flextime scheme must record their attendance electronically, on a flex diary form or in another way approved by the CEO. For employees who do not work under the flextime scheme, the method of recording attendance will be as agreed by the supervisor.
168. CrimTrac encourages and supports the electronic recording of attendance. Where attendance is recorded electronically, records must be available to managers where required, e.g. by retaining them in a shared computer directory.
169. For periods when an employee is not actually at work for a day (e.g. on a public holiday or during a period of leave other than flex leave), a full-time employee must record 7 hours and 30 minutes a day on his or her record of attendance for the purposes of calculating hours worked within a settlement period.

BALANCING WORK AND PERSONAL LIFE

170. CrimTrac recognises that employees have family and personal commitments, and is committed to providing flexibility in working arrangements that allow the Agency to be responsive and to assist all employees to balance their personal and work commitments. In addition to the Flextime Scheme for APS6 and below, as detailed in the following clause, all employees have access to flexibility in their working hours and working patterns.

FLEXTIME SCHEME FOR APS6 AND BELOW

171. The Flextime Scheme is a system of flexible working hours arrangements that enables full-time and part-time employees up to and including APS6, and their supervisors to change working hours, patterns and arrangements to provide maximum organisational flexibility with benefits to clients, employees and the Agency.
172. Employees and their supervisors jointly have responsibility to ensure that:
- (a) employees are productively employed. An employee must not work above standard hours where there is not sufficient work to require this; and
 - (b) the hours of work of employees are managed so that employees:
 - (i) do not continue to build flex credits at times of diminished workloads; and
 - (ii) take flex leave when they have established excessive flex credits.

Flextime arrangements

173. A full-time employee at or below APS 6 level may work flextime unless paragraphs 179-180 - 'Flextime Scheme not to apply in specified circumstances' - apply.
174. An employee's attendance outside the hours of 8.30 am to 12.30 pm and 1.30 pm to 5:00 pm and within the span of hours is subject to availability of work and the approval of the employee's supervisor.
175. In regard to the flextime settlement period of two weeks:

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- (a) An employee may carry over a maximum flextime credit of 20 hours into the next settlement period.
- (b) An employee may carry over a maximum flextime debit of 10 hours into the next settlement period.
- (c) The amount of a flextime debit that is more than 10 hours at the end of a settlement period is treated as leave without pay.
- (d) An employee may take up to two (2) days flextime leave during a settlement period if his or her supervisor approves.

176. This clause is subject to the clause on unauthorised absences (paragraph 181).

Varying the maximum flextime credit

177. An employee's supervisor may, for a particular settlement period or periods, approve variation of the employee's maximum allowable flextime credit carryover to 40 hours or flextime leave up to five (5) days during the settlement period or periods.

On cessation of employment

178. Prior to cessation of employment, managers should provide opportunities to enable employees to balance any flex credits. Employees should also take all reasonable steps to balance their flex debit or credit. Where any flex debits are outstanding at cessation of employment these shall be recovered from any termination payment.

Flextime Scheme not to apply in specified circumstances

179. The Flextime Scheme does not apply to an employee if:

- (a) the CEO decides that, because of work requirements, the employee should not work under the flextime scheme for a period; or
- (b) the employee's EL2 manager decides that, because of the employee's unsatisfactory attendance or misuse of the arrangements, the employee should not work under the flextime scheme for a period or indefinitely; or
- (c) the arrangements cease to be available to the employee because of the clause on unauthorised absences (paragraph 181).

180. If the flextime scheme does not apply to an employee because of sub-paragraph 179(b):

- (a) a full-time employee must work the hours of 8.30 am to 12.30 pm and 1.30 pm to 5:00 pm each day; and
- (b) a part-time employee must work the agreed number of regular hours each day based on standard hours set out under 'Part-time work arrangements' (paragraphs 31-38).

Unauthorised absence

181. If an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, including flexible working arrangements, cease to be available until the employee resumes duty or is granted leave for the absence.

REASONABLE TIME OFF IN LIEU FOR EL1 AND ABOVE EMPLOYEES

182. Although CrimTrac employees at EL1 and higher classifications do not have access to the Flextime Scheme, they may, with the agreement of their manager, vary their hours of work and working patterns and be granted reasonable time off in lieu for excessive hours worked. The timing of flexible working arrangements for EL1 and higher level staff, including 'reasonable time off in lieu', is subject to CrimTrac's operational requirements.

ANNUAL LEAVE

Entitlement

183. Full time employees are entitled to 20 working days paid annual leave for each full year worked. Part-time employees accrue 20 days paid annual leave per annum calculated on a pro-rata basis. Annual leave does not accrue during periods of absence which do not count for service.
184. Taking annual leave is subject to approval of the manager. Leave taken will be deducted on an hour for hour basis. Annual leave counts as service for all purposes.
185. Accruals relating to annual leave are calculated on a fortnightly basis. Employees have access to the annual leave entitlements as it accrues which eliminates the provision of anticipation from future entitlements.
186. The following allowances will be paid during periods of annual leave:
 - (a) First Aid Allowance.
 - (b) Fire Warden Allowance.

Cashout

187. There is no limit on the amount of annual leave that an employee may cash out provided that the employee's remaining accrued entitlement to annual leave, following cashout, is not less than 20 full time working days. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing with CrimTrac.
188. The employee will be paid the full amount that would have been paid to the employee had the employee taken the leave that is cashed out. CrimTrac will not approve requests to cash out leave in accordance with this clause unless the employee has taken 15 days annual leave in the 12 months immediately preceding the request to cash out leave.

Excessive Annual Leave

189. Any annual leave credits in excess of forty (40) days are called "excess annual leave credits". CrimTrac may direct that the employee take up to 25% of this excess accrued leave. The minimum notice required for such a direction to the employee is four weeks.

Payment instead

190. If an employee's employment ends, the employee is entitled to payment of an amount equal to the value of any outstanding annual leave credit, together with any pro-rata entitlement.
191. The amount must be worked out based on the employee's rate of salary immediately before employment ceased (including any allowances that would be paid during annual leave).

Payment on death

192. If an employee dies, or is presumed to have died, the CEO may make a payment to the employee's personal representative of the amount to which the employee would be entitled on ceasing employment.

Annual Leave Half-pay Option

193. At the discretion of the CEO and subject to operational requirements, the CEO may grant an employee the option to take their available annual leave at half pay, provided the period of leave taken at half pay is not less than two weeks.

PURCHASED LEAVE ARRANGEMENTS (48/52)

Additional Purchased Leave (48/52)

194. An employee may request in writing to purchase up to four weeks additional leave (in one week blocks) with approval from their Manager.
195. Employees will have an amount deducted from their annual salary that will be reflected in their fortnightly salary. The amount deducted will depend on the amount of leave purchased and the employee's salary. Following approval of the Purchased Leave, fortnightly deductions will commence on the first available payday after an application has been lodged with Human Resources. Related salary deductions will be made over a maximum period of 26 paydays.
196. An employee who ceases employment with CrimTrac for any reason will be reimbursed for any portion of the leave that they have purchased but not used. If an employee has used but not fully paid for their purchased leave, the relevant amount will be deducted from their final payment.

SABBATICAL LEAVE

197. Sabbatical leave is an extended career break from work to pursue study or other developmental opportunities to maintain motivation and expertise. This is a flexible arrangement consisting of a four year work period followed by a one year sabbatical leave period, with salary spread over the five years at a rate of 80%, based on the same principle as purchased leave.
198. The CEO may approve an application from an ongoing employee to work for a four year period followed by a one year sabbatical leave period.
199. An employee whose sabbatical leave application is approved receives one year's sabbatical leave by agreeing to forgo 20% of their eligible salary on each payday in each of the four years immediately prior to going on one years' sabbatical leave.
200. During the sabbatical year employees will be paid an amount equivalent to the amounts forgone from salary for the previous four years, in equal fortnightly instalments.
201. Should an employee cease employment with CrimTrac or otherwise leave the scheme, CrimTrac will pay the employee the balance of any amounts forgone during the four year period.
202. Sabbatical leave does not count as service for any purpose.

MATERNITY LEAVE, ADOPTION LEAVE, PARENTAL LEAVE AND SUPPORTING PARENTS LEAVE

Maternity Leave

203. An employee covered by this agreement may be eligible for paid and/or unpaid maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (the MLA).
204. In addition to any entitlement to paid leave under the MLA, an employee is also eligible for a further two (2) weeks' paid leave, to be continuous with the mandatory absence under the MLA. The leave will be administered as if it were paid leave under the MLA.

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205. An employee may elect to spread the payment for the first 12 weeks of maternity leave over 24 weeks at half pay. No more than fourteen (14) weeks of paid leave will count as service.
206. In addition to any entitlements for paid or unpaid leave under the MLA, employees will be able to access entitlements to leave without pay under Division 5 of Part 2-2 of the *Fair Work Act 2009*.
207. Subject to the provision of satisfactory medical evidence, paid personal leave may be granted during periods of unpaid maternity leave where an employee is found to be unfit for duty.
208. An employee who has taken a period of maternity leave may access annual leave and long service leave on full or half pay after completion of the paid maternity leave. If an employee does access such leave, the maximum period of maternity leave available (including periods of annual and long service leave) is not to be extended beyond 52 weeks.

Adoption Leave

209. An employee with at least twelve months continuous APS service who is to be the primary caregiver to an adopted child is eligible for fourteen (14) weeks of paid leave for the purpose of adopting a child that is not a child or stepchild of the employee or the employee's spouse or partner.
210. The periods of paid Adoption Leave may include time taken for the purposes of:
 - (a) Completing administrative and legal process;
 - (b) Travelling to and from the location where the employee first accepts responsibility for the adopted child; and
 - (c) Recuperating with the child upon returning home.
211. An employee may elect to take any or all of their paid leave entitlement under this clause at half pay.
212. Adoption leave must be commenced within six months of the date of adoption of the child and should be taken in a single leave block, except for two days which may be taken as pre-adoption leave.
213. Employees with less than 12 months service may access adoption leave without pay until the employee has 12 months of service, after which time the balance of the leave is with pay.
214. Adoption leave, either with or without pay, counts as service for all purposes.
215. In addition to any entitlements set out in this clause, employees will be able to access entitlements to unpaid adoption leave under section 85 of the *Fair Work Act 2009*.

Parental Leave

216. On application, in the 16 month period immediately following the birth or adoption of their child, an employee is to be granted parental leave without pay for a maximum of 52 weeks for the purpose of enabling the employee to care for their child. Applications for parental leave should, where practicable, be submitted 10 weeks in advance.
217. Paid parental leave counts for service, but parental leave without pay does not count as service.
218. The CEO may approve an additional period of unpaid leave which may extend up to the second anniversary of the birth or placement of the child.

Supporting Parents Leave

219. An employee with at least 12 months' service whose spouse or partner gives birth is entitled to ten (10) days paid leave within three months of the birth of their child.
220. An employee with at least 12 months' service who adopts a child, and is not the primary caregiver to the adopted child, is also entitled to ten (10) days paid leave under this clause within three months of the adoption.

Paid parental leave for employees otherwise ineligible

221. For employees, who are the primary care giver, ineligible for paid maternity leave under the ML Act, or for paid adoption leave under the Adoption Leave clause, the first four weeks of parental leave is to be with pay, and count as service, provided it is commenced within six months of the date of birth or adoption of the child.

PERSONAL LEAVE: SICK LEAVE AND CARER'S LEAVE

General

222. For the purpose of this clause, 'immediate family' has the meaning given under *Interpretations* in Part A of the Agreement.
223. Subject to available credits, an employee is entitled to paid leave for an absence if CrimTrac is satisfied that the absence is for:
- (a) genuine non-work related personal illness or injury; or
 - (b) to provide care for a member of their immediate family or household or another person for whom they have a caring responsibility, who is affected by a personal illness or injury, or by an unexpected emergency.
224. If an employee has insufficient personal leave credits to cover an absence for personal illness or injury, the CEO may:
- (a) in exceptional circumstances and on application from the employee, approve a specified period or periods of paid leave for personal illness, injury or caring purposes, where the leave is supported by a medical certificate or other supporting documentation. The CEO may consider whether the employee should utilise other leave credits before deciding the application or may approve the leave on half pay or full pay; or
 - (b) grant personal leave without pay.

Unpaid Carer's Leave

225. An employee, including a casual employee, is entitled to a period of up to two days' unpaid carer's leave for each occasion when a member of the employee's immediate family or household, requires care or support during such a period because of:
- (a) a personal illness, or injury, of the family/household member; or
 - (b) an unexpected emergency affecting the family/household member.
226. A period of unpaid carer's leave will not count as service for any purpose. However, it will not break an employee's continuity of service.

Prior notification of absence

227. An employee is required to give notice to their supervisor prior to 10am on the day of the absence of the intention to take personal leave, the reason for the absence, and the expected duration of the absence. If this is not practicable, the employee must make every effort to notify their supervisor by telephone at the first opportunity.

Documentary evidence requirements

228. Before approval is given for an employee to take personal leave or to continue on leave, CrimTrac may require an employee to provide satisfactory evidence in respect of (as applicable):

- (a) their personal illness or injury, or
- (b) if the leave is for caring purposes, the illness, injury or unexpected emergency affecting the member of their immediate family, household or other person for whom they have a caring responsibility.

229. CrimTrac will request employees to provide evidence for:

- (a) any absence which involves a continuous period of over three days (for sick or caring purposes); and
- (b) any absence (irrespective of duration) which occurs after a total of five days personal leave has been taken, where no documentary evidence has been provided within a 12 month period.

230. CrimTrac may also request an employee to provide evidence for any future period of leave, where:

- (a) a pattern of absence has been identified; or
- (b) further evidence or information is needed on the circumstances underlying the application for leave; or
- (c) arrangements are in place for managing attendance as part of managing performance; or
- (d) the manager has concerns about the amount of unevidenced Personal leave the employee has taken in a calendar year.

231. The evidence requirements will be satisfied by:

- (a) providing a certificate from a registered health practitioner; or
- (b) providing a statutory declaration.

232. The evidence requirements may be satisfied any other way satisfactory to CrimTrac.

Part Day Absences

233. Part day Personal Leave absences are allowed. For the purposes of managing leave, part-day absences will reflect the actual time absent from the workplace. Full day absences will be deducted at a daily rate of 7 hours 30 minutes.

No limit on maximum continuous leave period, subject to conditions

234. Subject to available credits, acceptable evidence and, if required, the opinion of a medical practitioner nominated by CrimTrac, there is no limit to the maximum continuous amount of personal leave for sick leave purposes which may be granted.

Relationship to invalidity retirement

235. Subject to the preceding paragraph an employee will not, without the employee's consent be retired on invalidity grounds before the employee's full pay personal leave credit has expired.

Accrual and crediting of personal leave

236. Personal leave will not accrue during periods of unauthorised absence or leave without pay that does not count as service.

237. Ongoing employees will accrue sick/carer's leave at the rate of 18 days per year from the date of commencement in accordance with CrimTrac policy.

238. The entitlement will be credited at commencement unless the clause 'portability of accrued paid leave entitlements' (paragraph 276) applies.

239. A non-ongoing employee who is engaged for a specified period will accrue 1.5 days personal leave per month of employment.

240. In exceptional circumstances, an employee may be granted approval to convert full pay credits to half pay for the period of leave required for the purpose of personal illness.

241. If an employee is granted leave without pay for personal illness or injury, the approved period of leave without pay counts as service.

242. If an employee is ill or injured while on annual leave or long service leave and applies for sick leave with medical evidence, a period of the leave may be re-credited to the extent of the sick leave granted, with the approval of the CEO.

Transitional provision – Personal Leave credits

243. As a special transitional arrangement, all employees covered by this Agreement when it commences operation will be granted a credit of five days personal leave. This five days' credit is in addition to any existing personal leave credits and the entitlements provided by the preceding clause.

COMPASSIONATE LEAVE (INCLUDING BEREAVEMENT LEAVE)

244. In accordance with the *Fair Work Act 2009*, two days paid leave are guaranteed on each occasion that compassionate leave is required. The leave may be accessed:

- (a) for the purposes of spending time with a family member who has contracted a personal illness or sustained a personal injury that poses a serious threat to life; or
- (b) after the death of a family member (bereavement leave). For bereavement leave purposes, the employee may also be granted an additional day of paid leave (beyond the two days guaranteed paid compassionate leave) on each occasion.

245. An employee who applies for compassionate leave may be requested to provide satisfactory evidence in support of their application.

WAR SERVICE SICK LEAVE

246. Employees with certain Defence Force Service prescribed by the Veterans' Entitlement Act 1986 are eligible for additional sick leave in relation to war-caused medical conditions.

LONG SERVICE LEAVE

Minimum period

247. The minimum period of absence for which long service leave will be granted is seven (7) days.

Note An employee is entitled to long service leave under the *Long Service Leave (Commonwealth Employees) Act 1976*.

DISCRETIONARY MISCELLANEOUS LEAVE

Discretionary miscellaneous leave

248. The CEO may grant discretionary miscellaneous leave for a purpose not covered by:

- (a) this Agreement; or
- (b) the *Maternity Leave (Commonwealth Employees) Act 1973*; or
- (c) the *Long Service Leave (Commonwealth Employees) Act 1976*; or
- (d) the *Safety, Rehabilitation and Compensation Act 1988*.

249. The CEO may decide that all or part of a period of discretionary miscellaneous leave is leave with full or part pay, or without pay.

Example

The CEO may grant discretionary miscellaneous leave to an employee as leave with full pay for the following purposes:

- (a) jury service
- (b) observance of days of cultural or religious significance for the employee, not otherwise provided for in this Agreement
- (c) to attend to a short-term emergency or for exceptional short-term circumstances arising in the affairs of the employee
- (d) defence service training
- (e) to attend an international sporting event as competitor or accredited official
- (f) emergency leave for a disaster (eg as a member of a state emergency service)
- (g) other community service activities
- (h) special recreation leave for an employee returning from compensation leave
- (i) leave to attend industrial proceedings under the FW Act as a necessary witness
- (j) for an employee representative to attend FWA proceedings that directly involve the Agency in order to assist in the resolution of a dispute, subject to the processes outlined in Part F – Cooperative Workplace Relations being followed;
- (k) for an employee representative to attend a short course on effective dispute resolution.

250. A period of paid discretionary miscellaneous leave counts as service for all purposes.

251. Discretionary miscellaneous leave without pay does not count as service for any purpose unless the CEO decides that it should count as service for all purposes, or a particular purpose.

COMMUNITY SERVICE LEAVE

252. Employees are entitled to be absent from work without pay to participate in eligible community services in accordance with Division 8 of Part 2-3 of Chapter 2 of the *Fair Work Act 2009*. Employees who undertake community service roles are entitled to unpaid leave for emergency services duties including leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties.

253. CrimTrac may grant a reasonable amount of leave without pay to undertake other community volunteering for organisations registered with Volunteering Australia.

254. The CEO may also approve paid leave for community service purposes under the Discretionary Miscellaneous Leave provisions.

255. Community service work must not:

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- (a) involve any payment in cash or kind to the employees for work performed;
 - (b) replace a paid worker;
 - (c) generally be undertaken solely for direct personal benefit;
 - (d) be work which does not have a community focus;
 - (e) present a conflict of interest for CrimTrac; or
 - (f) be primarily focused on promoting particular religious or political views.
256. The amount of community service leave that will be granted will be subject to the operational requirements of the employee's workplace.

PUBLIC HOLIDAYS

257. Employees are entitled to public holidays declared by or under the law of a State or Territory to be observed in the locality at which the employee works in accordance with the Fair Work Act.

Public holidays to be observed

258. The following days are public holidays:
- (a) 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday;
 - (b) 26 January (Australia Day) or, if that day falls on a Saturday or a Sunday, the following Monday;
 - (c) Good Friday and the following Saturday and Monday;
 - (d) 25 April (Anzac Day) or where another day is substituted by State or Territory governments, that day;
 - (e) in each State and Territory, the day observed to celebrate the Queen's birthday;
 - (f) in each State and Territory, the day proclaimed by the State or Territory government as May Day, Labour Day or Eight Hour Day;
 - (g) 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December;
 - (h) 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December;
 - (i) an additional day in the period between Christmas Day and New Year's Day.

Local public holidays

259. An employee in a State or Territory will observe, in addition to the holidays mentioned in paragraph 258, any day or part day declared under a State or Territory law where the days are observed by the whole community in the State or Territory (or the relevant part of the State or Territory) as a public holiday.

260. For the purpose of this clause half-day holidays are taken to be one holiday.

Part-time employees

261. Where a part-time employee's agreed part-time work arrangements mean they would not normally work on the public holiday, the part-time employee will not be paid for the public holiday.

Local Agreements

262. Where CrimTrac and affected employees agree, another day may be substituted for any public holiday.
263. If a substitution is made for a holiday falling on a Saturday or Sunday, payment for duty performed on the Saturday or Sunday will not attract any public holiday rates.

Make-up time

264. If an employee cannot perform duty on a day for which the employee is observing a substitute holiday, the employee must work hours equivalent to the employee's ordinary hours of duty for the day at times approved by the CEO. The employee is not entitled to any payment for overtime for hours worked in accordance with this clause.

Public holidays with pay except in certain circumstances

265. An employee is entitled to observe public holidays under this Agreement and be paid salary as if the days were not public holidays.

266. If, in accordance with this clause, a day is substituted for a holiday, the Saturday or Sunday for which substitution is made is taken not to be a public holiday.

267. However, if a day is substituted for 25 December, and the employee performs duty on 25 December and the substituted day, the employee is entitled to be paid for 25 December public holiday rates; and

for the substituted day:

(a) if 25 December is a Saturday — Saturday rates, as if the day were not a holiday; or

(b) if 25 December is a Sunday — Sunday rates, as if the day were not a holiday.

CHRISTMAS STAND DOWN

268. CrimTrac employees are entitled to be absent from duty on two working days between Christmas Day and New Year's Day without deduction from Annual Leave credits. This is in addition to the Public Holidays provided for in this Agreement.

269. Except where an employee is directed to work on those two days, the period of Christmas Stand Down will not be considered as Annual Leave and will not be recorded in Annual Leave credits.

270. If an employee is directed to work on either of these two working days, then the employee may elect to receive the equivalent period as time off in lieu.

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

DEFENCE RESERVE LEAVE

272. The CEO may grant an employee Defence Reserve leave, with or without pay, to enable the employee to fulfil Reserve, full-time ADF or like obligations. Paid leave counts as service for all purposes. Unpaid leave counts as service for all purposes except annual leave.

273. An employee who is a member of the ADF Reserve may be granted paid leave of up to four weeks each financial year to undertake Defence Force training or any other Defence Force requirement approved by the CEO. During the employee's first year of Reserve service, a further two weeks paid leave may be granted to facilitate participation in recruitment/initial employment training.

274. An employee accessing Defence Reserve leave may be required to provide written evidence of their attendance for Defence service.

275. Leave entitlements can be accumulated and taken over a period of two years.

PORTABILITY OF ACCRUED PAID LEAVE ENTITLEMENTS

276. Where an employee joins the Agency on or after the commencement date from an employer

staffed under the *Public Service Act 1999*; the *Parliamentary Service Act 1999*; or from the ACT Government, accrued annual leave and personal/carers leave (however described) will be transferred, provided there is no break in continuity of service.

REDEPLOYMENT AND RETRENCHMENT

Application to Excess Employees

277. These redeployment and retrenchment provisions apply only to excess ongoing employees other than employees on probation.
278. An employee is an *excess employee* if:
- (a) the employee is of a kind of which there are more than are necessary for the efficient and economical working of the Agency; or
 - (b) the services of the employee cannot be effectively used because of technological or other changes to work methods or changes in the nature, extent or organisation of the functions of the Agency; or
 - (c) if the duties usually performed by the employee are to be performed somewhere else:
 - (i) the employee is not willing to perform the duties at the other place; and
 - (ii) the CEO decides that the employee is an excess employee.

Consultation process

279. If the CEO considers that an employee is likely to become an excess employee, the CEO must tell the employee in writing as soon as practicable, and give the employee written reasons why the employee is likely to become excess.
280. The CEO must discuss with the employee measures that might be taken to resolve the employee's potentially excess status, including:
- (a) redeployment opportunities for the employee at or below the employee's existing level; and
 - (b) whether voluntary retrenchment might be appropriate.
281. If the employee nominates a representative, the CEO must hold the discussions with the employee's representative.
282. Before the discussions are over, the CEO may ask an employee who is not an excess employee to express interest in voluntary retrenchment if the retrenchment of the employee would permit the redeployment of an employee who is excess and would otherwise be subject to retrenchment.
283. The CEO must identify an employee who is excess to the Agency's requirements:
- (a) after the discussions under paragraph 280 have been held; or
 - (b) if the employee or the employee's representative declines to attend discussions — no less than one month after the CEO has told the employee that the employee is likely to become an excess employee.
284. After identifying an excess employee, the CEO may tell the employee in writing that the employee is excess.
285. The CEO must establish, through consultation with identified employees, the employees who want to be offered voluntary retrenchment immediately and the employees who seek redeployment.
286. The CEO must, in writing, tell an employee seeking redeployment that the employee is excess.
287. The CEO must take reasonable steps, consistent with the interests of the efficient administration of the Agency, to transfer an excess employee to a suitable vacancy at the same level within the Agency.

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288. If at least 15 employees are likely to become excess, the CEO must comply with sections 530 and 531 of the *Fair Work Act 2009*.

Voluntary retrenchment

289. If an employee is advised that he or she is an excess employee, the CEO may invite the employee to accept voluntary retrenchment.

290. If the CEO invites an excess employee to accept voluntary retrenchment, the CEO must:

- (a) allow the employee at least one month (the *acceptance period*) to accept the offer; and
- (b) give notice of termination before the end of the acceptance period only if the employee agrees.

291. Within the acceptance period, the CEO must tell the employee in writing about the following matters:

- (a) the amount of severance pay, pay in lieu of notice and paid up leave credits;
- (b) the amount of accumulated superannuation contributions;
- (c) options open to the employee for superannuation;
- (d) taxation rules applying to payments to the employee;
- (e) the level of assistance up to a maximum of \$773 for financial advice.

292. Only one offer of voluntary retrenchment is to be made to an excess employee.

Period of notice

293. If an excess employee agrees to be voluntarily retrenched, the CEO may retrench the employee by giving the required notice of termination under section 29 of the *Public Service Act 1999*.

294. The period of notice is four weeks or, for an employee over 45 with at least five years of continuous service, five weeks.

295. If the employee is retrenched at the beginning of, or within, the notice period, the employee must receive payment in lieu of notice as set out in the FW Act for the unexpired part of the notice period.

Severance pay

296. An employee whose employment is terminated under section 29 of the *Public Service Act 1999* on the grounds that the employee is excess to the requirements of the Agency following their agreement to be voluntarily retrenched is entitled to be paid an amount equal to:

- (a) two weeks salary for each completed year of continuous service; and
- (b) a proportionate payment for completed months of service since the last completed year of service.

297. The amounts in paragraph 296 are subject to any minimum amount that the employee is entitled to under the National Employment Standards.

298. However, the minimum amount payable is an amount equal to four weeks salary and the maximum amount payable is an amount equal to 48 weeks salary.

299. A severance benefit is calculated on a proportionate basis for any period of service when an employee worked part-time hours if the employee has less than 24 years of full-time service.

300. For severance pay, *service* means any of the following:

- (a) service in the Agency;
- (b) Government service as defined by section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;

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- (c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) that is recognised for long service leave purposes;
 - (d) service with the Australian Defence Force;
 - (e) service in the Australian Public Service immediately before 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;
 - (f) service in another organisation that is recognised for long service leave purposes if:
 - (i) the employee was transferred from the Australian Public Service to the organisation with a transfer of a function; or
 - (ii) the employee was engaged by the organisation on work within a function, and was appointed because of the transfer of the function to the Australian Public Service.
301. Earlier periods of service count if:
- (a) there is no break between the periods of service; or
 - (b) there is a break between the periods of service of less than one month, and the break happened when an offer of employment with the new employer had been made and accepted by the employee before ceasing employment with the previous employer; or
 - (c) the earlier period of service was with the Australian Public Service and ceased because the employee was deemed to have resigned from the Australian Public Service on marriage under the repealed section 49 of the *Public Service Act 1922*.
302. A period of service does not count as service for severance pay purposes if it ceased for any of the following reasons:
- (a) because the employee lacked, or had lost, an essential qualification for performing his or her duty;
 - (b) because of non-performance, or unsatisfactory performance, of duties;
 - (c) because of an inability to perform duties because of physical or mental incapacity;
 - (d) failure to satisfactorily complete an entry level training course;
 - (e) failure to meet a condition imposed under subsection 22 (6) of the *Public Service Act 1999*;
 - (f) breach of the APS Code of Conduct;
 - (g) under the repealed *Public Service Act 1922* for a reason equivalent to a reason mentioned in sub-paragraphs (a) to (f);
 - (h) through voluntary retirement at or above the minimum retirement age applicable to the employee;
 - (i) with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit;
 - (j) any other ground prescribed by the Public Service Regulations.
303. An absence from work that does not count as service for long service leave purposes does not count as service for severance pay purposes.

Rate of payment — severance benefit

304. In calculating severance benefit, salary includes:

(a) either:

- (i) the employee's full-time salary, adjusted on a proportionate basis in accordance with paragraph 299 for periods of part-time service; or
- (ii) if the employee acted in a higher position for a continuous period of at least one year immediately before the employee was given notice of retrenchment — the full-time salary of the higher position, adjusted on a proportionate basis in accordance with paragraph 299 for periods of part-time service; and

(b) if the employee undertook shift work and was entitled to shift penalties for at least half the pay periods in the one year before the employee was given notice of retrenchment — a weekly average of shift penalties worked out over the year; and

(c) other allowances in the nature of salary that were paid regularly and during annual leave, excluding allowances that were:

- (i) a reimbursement for expenses incurred; or
- (ii) a payment for disabilities associated with the performance of duty.

Retention periods

305. An excess employee must not be retrenched without the employee's consent until the following retention periods have elapsed:

- (a) if the employee has at least 20 years service or is 45 years or over — 13 months; or
- (b) for another employee — seven months.

306. The retention period starts on the earlier of:

- (a) the day the employee is told in writing in accordance with the consultation process that the employee is excess; or
- (b) one month after the CEO invites the employee to accept voluntary retrenchment.

307. The retention period is extended by any period of certified sick leave taken during the retention period.

308. If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period in paragraph 305 is reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standards calculated as at the expiration of the adjusted period.

309. During the retention period, the CEO:

- (a) must continue to take reasonable steps to find alternative employment for the employee; and
- (b) may transfer the employee to a job at a lower classification with four weeks notice.

310. The notice period mentioned in paragraph 309 must, as far as practicable, be concurrent with the retention period.

311. If the employee is transferred under paragraph 309 before the end of the retention period, the employee is to be paid income maintenance to maintain the employee's salary at the previous higher level for the balance of the retention period.

312. An excess employee who, during the retention period, applies for assignment to duties within a classification group the same as, or lower than, the employee's current approved classification

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as a result of an advertised vacancy in the Agency is entitled to be considered in isolation from, and not in competition with, an applicant who is not an excess employee.

313. An excess employee is entitled to reasonable leave with full pay to attend necessary employment interviews after the employee:
- (a) is told in writing in accordance with the consultation process that the employee is excess; or
 - (b) has had an election to accept voluntary retrenchment approved by the CEO.
314. The employee is entitled to reasonable travel and incidental expenses, not met by the prospective employer, to attend an employment interview.
315. An excess employee who has to move household to a new locality because of an ongoing assignment to duties within a classification group the same as, or lower than, the employee's approved classification before the assignment is entitled to reasonable expenses.
316. If an excess employee agrees, the CEO may retrench the employee, and pay the balance of the retention period as a lump sum, if:
- (a) redeployment has not been achieved within two months of the employee being identified as excess; and
 - (b) the CEO is satisfied that there is insufficient productive work available for the employee in the Agency for the rest of the retention period.
317. An employee whose employment is terminated in these circumstances will be paid a lump sum comprising:
- (a) the balance of the retention period (as shortened for the NES under paragraph 308 above) and this payment will be taken to include 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 paragraph 308 above (i.e. the NES component).

Involuntary termination

318. Subject to the consultation process in this Agreement, the CEO may terminate the employment of an excess employee at the end of the retention period, without the consent of the employee.
319. An excess employee must not have his or her employment terminated if the employee:
- (a) has not been invited to accept an offer of voluntary retrenchment; or
 - (b) has elected to be retrenched but the CEO has refused to approve it.
320. An excess employee must not have his or her employment terminated involuntarily without being given notice of termination, or payment in lieu of notice, of at least:
- (a) for an employee over 45 years with at least 5 years of continuous service — five weeks; or
 - (b) for another employee — four weeks.
321. The notice period mentioned in paragraph 320 must, as far as practicable, be concurrent with the retention period.

Redeployment and retrenchment provisions not to prevent other CrimTrac action

322. This Part does not prevent the reduction in classification, or the termination of an employee because of a breach of the Code of Conduct, physical or mental incapacity, unsatisfactory or non-performance of duties, loss of an essential qualification or any other ground for termination of employment prescribed by the *Public Service Regulations 1999*.

PART E

**ALLOWANCES & OTHER
PAYMENTS**

PART E – ALLOWANCES & OTHER PAYMENTS

ADJUSTMENT OF ALLOWANCES & ENTITLEMENTS

323. The rates of allowances in this Agreement will be reviewed and adjusted by the CEO in accordance with rates suggested by the approved subscription service.
324. However, if the approved subscription service ceases to give advice on rates, the CEO will, in consultation with employees, make alternative arrangements to review and adjust the rates, ensuring that the rates:
- (a) are adjusted to at least the level of CPI movements; and
 - (b) are not less than the rates applying at the operative date of this Agreement.

MOTOR VEHICLE ALLOWANCE

325. CrimTrac may authorise an employee to use a private motor vehicle owned or hired by that employee for official purposes where it will result in greater efficiency, or less expense to CrimTrac. In those circumstances the employee will be paid an allowance per kilometre in accordance with the rates advised by the approved subscription service. The rate shall be reviewed in accordance with the arrangements for adjustment of allowances and entitlements outlined in the preceding clause.

TRAVELLING ALLOWANCE

326. An employee who travels on official business and is required to be absent overnight is entitled to travelling allowance.
327. If practicable, travelling allowance is to be paid before the employee undertakes the travel.
328. An employee who is required to be absent overnight from the employee's usual place of work on official business, under this clause will be paid in accordance with the Australian Taxation Office rulings on reasonable daily travel allowance amounts (equivalent non-SES rates). These rates are contained in the CrimTrac's Official Business Travel Rates Guidelines and updated annually in accordance with the ATO ruling. These rates may be adjusted from time to time in accordance with the arrangements outlined in the clause 'Adjustment of Allowances and Entitlements' (paragraphs 323-324).
329. However, if the CEO is satisfied that the allowance is insufficient for, or in excess of, expenses, the employee is entitled to an amount equal to the reasonable expenses incurred.
330. If the employee has lived in one locality for at least 21 days, the employee is entitled to an allowance equal to the amount of accommodation, meals and incidental expenses incurred or an amount that the CEO considers reasonable in the circumstances.
331. This clause does not apply to an employee in relation to travel at a place of work if the employee has been told in writing that relocation to that place of work is to be made permanent.
332. The Agency may:
- (a) establish an arrangement with a commercial accommodation provider under which the Agency is invoiced directly for accommodation costs and the employee is not paid the accommodation component; or
 - (b) provide employees with a corporate credit card to cover accommodation, meals and incidental costs with an entitlement to incur travel-related expenses at least to the level of allowance suggested by the approved subscription service; or
 - (c) pay an employee a reduced accommodation component of travel allowance if an employee does not stay with a commercial accommodation provider.

PART DAY TRAVEL ALLOWANCE

333. Employees who travel for business purposes but are not required to stay overnight will receive part day travelling allowance provided the employee is absent from their home base for 10 hours or more. An employee who receives the allowance and either does not travel or undertakes travel for a lesser period than anticipated, must repay any excess travel allowance received for that period. Part day travelling allowance is paid at the rate of \$50 per day and is taxable. The CEO may review the amount paid.

RELOCATION EXPENSES

334. The CEO may make financial assistance, including reimbursement of removal expenses, available for relocation of a person from one locality to another on engagement or promotion to, or assignment to or within, the Agency.

REIMBURSEMENT FOR LOSS & DAMAGE TO CLOTHING OR PERSONAL EFFECTS

335. Where CrimTrac determines that loss or damage to an employee's clothing or personal effects is attributable to the employee's work, the manager may approve reimbursement of the reasonable cost of repair or, if irreparable, the reasonable cost of replacement of the clothing or personal effects in accordance with the relevant CrimTrac employment guidelines.

EXPENSES ON RECALL FROM LEAVE

336. The CEO may pay an employee travel and incidental expenses reasonably incurred because:

- (a) the employee's leave is cancelled; or
- (b) the employee is recalled to duty from leave.

FIRST AID CERTIFICATE ALLOWANCE

337. Where the CEO is satisfied that an employee:

- (a) possesses a relevant and current first aid certificate; and
- (b) continuing expertise commensurate with that qualification; and
- (c) has first aid responsibilities in the workplace, the employee will be paid an allowance of \$21 per fortnight.

338. This amount is fixed for the life of this Agreement.

FIRE WARDEN ALLOWANCE

339. Where the CEO is satisfied that an employee:

- (a) has successfully undertaken specified fire warden training;
- (b) has continuing expertise commensurate with that training; and
- (c) has fire warden responsibilities in the workplace, the employee will be paid an allowance of \$11 per fortnight.

340. This amount is fixed for the life of this Agreement.

PART F

COOPERATIVE WORKPLACE RELATIONS

PART F – COOPERATIVE WORKPLACE RELATIONS

CONSULTATION

341. This term applies if:
- (a) CrimTrac has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
342. CrimTrac must notify the relevant employees of the decision to introduce the major change.
343. The relevant employees may appoint a representative for the purposes of the procedures in this term.
344. If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise CrimTrac of the identity of the representative;
- CrimTrac must recognise the representative.
345. As soon as practicable after making its decision, CrimTrac 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
 - (i) measures CrimTrac 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.
346. However, CrimTrac is not required to disclose confidential or commercially sensitive information to the relevant employees.
347. CrimTrac must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
348. If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraphs 342, 343 and 345 are taken not to apply.
349. In this term, 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 employer’s workforce or to the skill required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

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- (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.
350. In this term, *relevant employees* means the employees who may be affected by the major change.

Additional Consultation

351. In addition to (but not inconsistent with) the procedures outlined above, CrimTrac will consult with employees and their representatives on workplace matters affecting them, seek input on and consider these matters, provide feedback, and genuinely seek to reach agreement with employees and their representatives, wherever possible before a decision is made.

PRINCIPLES FOR WORKPLACE DELEGATES

352. The role of union workplace delegates is to be respected and facilitated.
353. CrimTrac and workplace delegates must deal with each other in good faith.
354. The rights of union workplace delegates and recognised representatives include but are not limited to:
- (a) the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
 - (b) recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
 - (c) the right to participate in collective bargaining on behalf of those who they represent, as per the Fair Work Act;
 - (d) the right to reasonable paid time to provide information to and seek feedback from employees in the workplace;
 - (e) reasonable paid time off to represent union members in the agency at relevant union forums;
 - (f) reasonable access to agency facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union, subject to agency policies and protocols;
 - (g) reasonable paid time during normal working hours to consult with colleagues in the workplace;
 - (h) reasonable access to appropriate training in workplace relations matters including training provided by a union;
 - (i) the right to consultation, and access to relevant information about the workplace and the agency; and
 - (j) the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.
355. CrimTrac will seek to facilitate official union communication with employees by means that may include:

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- (a) the use of email as a means of communicating with employees and other means of information sharing, including written materials, electronic billboards and access to websites; and
 - (b) group or individual meetings between employees and their representatives.
356. In exercising their rights, workplace delegates and unions will consider operational issues, CrimTrac policies and guidelines and the likely affect on the efficient operation of the agency and the provision of services by the Commonwealth.

RESOLUTION OF INDUSTRIAL DISPUTES

357. If a dispute relates to:
- (a) a matter arising under the Agreement; or
 - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
358. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
359. 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 and/or management.
360. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
361. Fair Work Australia may deal with the dispute in two (2) stages:
- (a) Fair Work Australia 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 Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

362. 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 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 occupational 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

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(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

363. The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

INTERNAL REVIEW OF INDIVIDUAL EMPLOYMENT ACTIONS

364. CrimTrac is committed to attempting to resolve employees' concerns in an informal manner wherever possible. Employees are therefore encouraged to discuss their concerns with their immediate manager in the first instance. If the subject matter of the complaint cannot be resolved, or is inappropriate to discuss with the employee's immediate manager, the matter can be referred to the employee's SES Manager.

365. Nothing in paragraph 364 above prevents an employee from exercising their right of review of APS action relating to their employment through the more formal processes provided for in section 33 of the Public Service Act and Part 5 of the Public Service Regulations. Such applications should be submitted to the employee's SES Manager.

366. CrimTrac may nominate a dispute resolution facilitator (a *facilitator*) to provide assistance to the parties in an attempt to resolve the issues.

REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT

Review under FW Act only

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

- (a) Part 3.2 of Chapter 3 and Part 6.4 of Chapter 6 of the Fair Work Act
- (b) other Commonwealth laws (including the Constitution and Administrative Decisions (Judicial Review Act)); and
- (c) common law.

368. Termination of, or a decision to terminate employment, cannot be reviewed under the procedures for preventing and settling disputes or under the procedures for internal review of employment action included in this Part.

369. Nothing in this Agreement prevents the agency head from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123 of the *Fair Work Act 2009*, subject to compliance with the procedures established by the agency head for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

PART G

SIGNATURES

PART G – SIGNATURES

370. We the undersigned agree to be bound by the terms and conditions set out in this agreement.

Dated this _____ day of _____ 2010

For and on Behalf of

Signed	Signed
Date	Date

For and on Behalf of all Eligible Employees:

_____ Date _____

_____ Date _____

SCHEDULES



SCHEDULE 1 – SALARY RATES

PART 1 – GENERAL

Classification	Pay Points	Current Salary	Salary from operative date
APS Level 1	APS 1.1	\$39,616	\$40,804
	APS 1.2	\$40,945	\$42,173
	APS 1.3	\$42,055	\$43,317
	APS 1.4	\$43,782	\$45,095
APS Level 2	APS 2.1	\$44,833	\$46,178
	APS 2.2	\$46,067	\$47,449
	APS 2.3	\$47,276	\$48,694
	APS 2.4	\$48,505	\$49,960
	APS 2.5	\$49,715	\$51,206
APS Level 3	APS 3.1	\$51,065	\$52,597
	APS 3.2	\$52,391	\$53,963
	APS 3.3	\$53,721	\$55,333
	APS 3.4	\$55,113	\$56,766
APS Level 4	APS 4.1	\$56,913	\$58,620
	APS 4.2	\$58,722	\$60,484
	APS 4.3	\$60,250	\$62,058
	APS 4.4	\$61,794	\$63,648
APS Level 5	APS 5.1	\$63,480	\$65,384
	APS 5.2	\$65,467	\$67,431
	APS 5.3	\$67,312	\$69,331
APS Level 6	APS 6.1	\$68,561	\$70,618
	APS 6.2	\$70,266	\$72,374
	APS 6.3	\$72,192	\$74,358
	APS 6.4	\$75,821	\$78,096
	APS 6.5	\$78,758	\$81,121
Executive Level 1	Executive 1.1	\$85,765	\$88,338
	Executive 1.2	\$92,611	\$95,389
	Executive 1.3	\$98,482	\$101,436
	Executive 1.4	\$104,354	\$107,485
Executive Level 2	Executive 2.1	\$107,485	\$110,710
	Executive 2.2	\$112,146	\$115,510
	Executive 2.3	\$115,896	\$119,373
	Executive 2.4	\$118,857	\$122,423
	Executive 2.5	\$124,467	\$128,201
Graduate APS	GAPS 1	\$51,065	\$52,597
	GAPS 2	\$52,391	\$53,963
	GAPS 3	\$53,721	\$55,333
	GAPS 4	\$55,113	\$56,766

Salary rates contain the 17.5% Annual Leave loading

PART 2 - TRAINEE APS (ADMINISTRATIVE) PAY RATES

Trainee APS (Administrative) pay rates will be paid in accordance with the legislative obligations associated with the relevant traineeship.

SCHEDULE 2 – SUPPORTED SALARY PROVISIONS FOR EMPLOYEES WITH A DISABILITY

Purpose of Schedule

1. This Schedule implements the Supported Wage System in CrimTrac for employees with a disability.

Supported salary rates

2. A supported salary employee is entitled to be paid the percentage of the salary otherwise payable under this Agreement, for the class of work that the person is performing, that applies to the employee under the table in this clause.

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

**Note* If a person's assessed capacity is 10%, the person is to receive a high degree of assistance and support.

3. Eligible employees shall be paid the percentage of salary that corresponds to their assessed productive capacity, provided that the minimum amount payable shall not be less than \$72 per week or amount as amended from time to time by Fair Work Australia.
4. Further details can be found at the CrimTrac guidelines.

SCHEDULE 3 – RATES OF HIGHER DUTIES ALLOWANCE

1. Rate of allowance

- (1) This clause applies to an employee if:
 - (a) the employee is assigned to perform temporarily all the duties of a position (other than an SES position) that has a classification higher than the employee's substantive classification; and
 - (b) the employee is eligible for payment of higher duties allowance in accordance with the provisions in this Agreement; and
 - (c) clause 4 (below) does not apply.
- (2) The employee is to be paid higher duties allowance at a rate equal to the difference between:
 - (a) the employee's salary for the substantive classification; and
 - (b) the lowest pay point at the higher classified position.
- (3) However, if the employee's salary at their substantive classification is greater than the lowest pay point of the higher classified position, then the employee is to be paid higher duties allowance at the lowest pay point exceeding the employee's regular salary.

2. Rate of allowance etc — acting in SES position

- (1) This clause applies to an employee if:
 - (a) the employee is assigned to perform all of the duties of an SES position; and
 - (b) the employee is eligible for payment of higher duties allowance.
- (2) The employee is to be paid higher duties allowance at a rate (not less than \$2,575 a 12 month period or pro rata for part thereof) decided by the CEO.
- (3) The CEO may also decide that the employee is entitled to other benefits.

3. Partial higher duties allowance

- (1) This clause applies to an employee:
 - (a) if the employee is assigned to perform part of the duties of a position (including an SES position) that has a classification higher than the employee's substantive classification; and
 - (b) the employee is eligible for payment of higher duties allowance.
- (2) The employee is to be paid higher duties allowance at a rate decided by the CEO.

4. Retention of salary advancement under Performance Management Framework

- (1) This clause applies to an employee if:
 - (a) the employee is entitled to higher duties allowance for performing duties of a position at a higher classification level; and
 - (b) the employee participates in the Agency's Performance Management Framework in relation to the higher classification; and

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- (c) the employee has been rated as *meets all performance targets* or above in relation to the higher classified position and has been advanced one pay point under the salary advancement clause (paragraphs 77-81) in Part C.
- (2) The employee is to be paid higher duties allowance for temporarily performing duties of the position, or another position at the same classification level, based on the pay point to which the employee has advanced.