

Workplace Relations Act 1996

Australian Workplace Agreement

between

**Civil Aviation Safety Authority
on behalf of the Commonwealth of Australia**

and

(name)

in accordance with

Part 8 of the *Workplace Relations Act 1996*

Table of Contents

Clause	Subject
	Parties to the Australian Workplace Agreement
	Operation of Agreement
3.	General Terms and Conditions of Employment
4.	Performance Appraisal
	Remuneration and Benefits
6.	Hours of Work
7.	Annual Leave
	Personal Leave
9.	Other Leave
10.	Public Holidays
11.	Travel
12.	Entitlements under Laws not Affected by AWA
13.	Termination of Employment
14.	Redeployment and Redundancy
15.	Anti-discrimination Provision
16.	Dispute Resolution Provision
17.	AWA Definitions
18.	Signatures of the Parties to the AWA
	Schedule A

1. Parties to the Australian Workplace Agreement

1.1 The Parties to this Agreement shall be:

a) The Civil Aviation Safety Authority of Cnr Northbourne Avenue and Barry Drive Canberra ACT 2600 and;

b) (name & address).

1.2 Handling of AWA Documents - The parties agree that this AWA and associated documents are a part of the employee's personnel record and will be subject to the CASA's policy on the handling of personnel records and the Workplace Relations Regulations 2006 relating to employee records (Chapter 2, Regulations 8.14 and 19.20 as amended from time to time).

2. Operation of Agreement

2.1 Date of commencement - this AWA will operate from the date that it is lodged with the Office of the Employment Advocate.

2.2 Expiry date - The nominal expiry date of this AWA is (date).

2.3 Termination - This AWA shall stop operating when one of the following occurs:

- (a) By mutual agreement at any time, in accordance with Part 8, Division 9, Subdivisions B and C of the *Workplace Relations Act 1996* (Cth);
- (b) when another AWA between the parties starts to operate;
- (c) when the employee ceases employment with the employer; or
- (d) when this AWA has reached its nominal expiry date, either party, on giving 90 days written notice in the prescribed form to the other party, lodges a declaration to terminate an AWA with the Employment Advocate in accordance with Part 8, Division 9, Subdivision D of the *Workplace Relations Act 1996* as amended from time to time.

3. General Terms and Conditions of Employment

3.1 Relationship to the CASA Certified Agreement and Award - All terms and conditions of employment are as set out in this AWA. This AWA will prevail over any provision in any CASA Certified Agreement or Award.

3.2 Consultative Process - The parties to the agreement agree to enter into consultative process to discuss matters that affect the employment relationship.

3.3 Relationship to CASA Policies / Procedures - This agreement is supported by policies and procedures as determined by the employer from time to time and the policies will apply in the form they are in as at the time of the relevant action / decision. These policies and procedures will not reduce the substantive elements contained in this Agreement but provide guidelines for the fair and efficient administration of the employment relationship.

The employee must comply with all policies and procedures of the employer that apply to the employee, as amended from time to time, and also comply with any reasonable direction of the employer. Except as otherwise expressed in this AWA, the policies and procedures of the employer are for the benefit of the employer and do not give rise to contractual or statutory rights in the employees favour.

Where the employee is a continuing CASA employee, CASA will recognise all accrued service and leave entitlements.

- 3.4 Code of Conduct** - The employee agrees to uphold the CASA Values and adhere to the CASA Code of Conduct. If the employee has been found to have breached the CASA Code of Conduct, the employer may impose any of the sanctions set out in CASA policy ***Managing Breaches of the Code of Conduct*** or as amended from time to time.
- 3.5 Variation of AWA** - Subject to Part 8, Division 8 of the *Workplace Relations Act 1996* as amended from time to time, the employer and the employee may make a written agreement to vary this agreement. It is the mutual intention that neither the employer nor the employee will seek to vary or renegotiate this agreement before its nominal expiry date, except in exceptional circumstances.
- 3.6 Probation Period** - The employee accepts a probationary period of 6 months. The employer undertakes to provide the employee with induction and training to support the employee in the performance of their duties. The probation period may be reduced by agreement between the parties to the agreement.

4. Performance Appraisal

- 4.1 Performance Appraisal** – The employee agrees to enter into a performance appraisal process with their supervisor as outlined in the employer’s policies and procedures. The purpose of the appraisal is to provide development and performance goals for the employee. The appraisal process will then provide feedback on achievements against previously set goals and objectives. This process will drive the remuneration outcomes during the life of this agreement.

The parties acknowledge that the agreed outcomes contained in the performance appraisal process may need to be amended from time to time to reflect changes to the operational requirements of the employer.

5. Remuneration and Benefits

- 5.1 Annual Salary** – An annual salary of \$XXX per annum will be payable with effect from the date of commencement.
- 5.2 Responsibility Loading** - Where the employee is temporarily assigned duties which are considered to warrant payment at a higher rate than currently received by the employee, the employer may determine a higher rate for the performance of such duties.
- 5.3 Payment of Salary and Loading** – the employee will be paid in arrears fortnightly. The fortnightly rate of pay will be based on the following formula:

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

- 5.4 Method of payment** –The employee’s fortnightly salary will be paid by electronic funds transfer into a financial institution account nominated by them.
- 5.5 Annual Remuneration Review** – Remuneration will be reviewed annually each 1 July following the employer’s formal performance appraisal process. In the review to be conducted on 1 July 2007 the employer agrees to provide an increase in Annual Salary of not less than 4.5 %. Any increase will be linked to CASA’s performance management arrangements and the related employer’s policies and procedures.

- 5.6 Superannuation Contribution** - The required level of employer contributions in respect of applicable superannuation legislation will be paid by CASA as an employer contribution into the Employee's superannuation scheme.

The parties to this agreement agree that the choice of fund to which superannuation contributions will be paid shall be settled by agreement between the parties, in accordance with the provisions of the relevant legislation as varied from time to time.

- 5.7 Salary for Superannuation** - The salary for superannuation purposes will be determined in accordance with applicable superannuation legislation.

If the employee joins or contributes to a Commonwealth superannuation scheme the salary for superannuation may only be varied by the employer in accordance with the rules of the relevant superannuation scheme as amended from time to time. The amount determined in any one year as the salary for superannuation purposes may not be increased by a factor greater than the increase in annual salary in that same year.

- 5.8 Salary Packaging** - The employee may salary package on a salary sacrifice basis to suit as determined their individual needs and circumstances, but without cost to the employer. The policy and administration arrangements relating to salary packaging will be determined by the employer and may be amended from time to time.

6 Hours of Work

- 6.1 Ordinary Hours of Duty** - The employee shall be on duty and shall be available at such times as is required to meet CASA's operational requirements and to fulfil their duties. The span of hours in which work is ordinarily performed shall be 7 am – 7 pm, Monday to Friday.

The nominal ordinary hours of work for full-time employees are 7 hours 21 minutes per day, 36.45 hours per week.

The employee shall not ordinarily be required to:

- work for more than 5 consecutive hours without a break of at least 30 minutes;
- work a total of more than 12 hours on a single attendance at the workplace (except for meal and rest breaks);
- attend for work without at least a (10) ten hour break between attendances;
- perform additional hours without the opportunity for a rest or meal break.

- 6.2 Christmas Close Down** – If an employee chooses to undertake a normal and ordinary pattern of work hours averaging 7 hours and 30 minutes per day, 37.5 hours per week, the employee will be entitled to take paid leave for the work period between Christmas day and New Year's day (or equivalent).

In the exceptional cases where the employee is entitled to this paid leave but is required to work on these days, the employee will be provided with an equivalent period of time off in lieu within 4 weeks or at an alternative time agreed with their manager.

- 6.3 Flexible Hours** – The employer recognises that the employee may need to balance their work commitments with their private lives and that this balance is best achieved through providing the employee with flexibility in their attendance arrangements and work patterns.

7. Annual Leave

- 7.1 Annual Leave Entitlement** - The employee is entitled to 20 working days (147 hours for employees who work 7 hours and 21 minutes per day; 150 hours for employees who work 7 hours and 30 minutes per day) paid annual leave for each 12-month period. . Leave accrues on a pro-rata basis and will

be credited to the employee each month. Subject to operational requirements and approval by the employer, the leave is available for use as it accrues.

- 7.2 Deeming Provisions** - An employee with an annual leave balance in excess of 40 working days (294 hours for employees who work 7 hours and 21 minutes per day; 300 hours for employees who work 7 hours and 30 minutes per day) may be directed to take a period of annual leave. The employer will not direct the employee to take more than one quarter of the employee's accumulated annual leave credit at the time of the direction.

Where an employee has an excess annual leave credit the employee may cash-out up to 2 weeks (73.5 hours for employees who work 7 hours and 21 minutes per day; 75 hours for employees who work 7 hours and 30 minutes per day) annual leave each calendar year, provided the employee has taken 2 weeks (73.5 hours for employees who work 7 hours and 21 minutes per day; 75 hours for employees who work 7 hours and 30 minutes per day) annual leave or more in that same year.

8. Personal Leave

- 8.1 Accrual Rate** – Personal leave for employees accrues at the rate of 132.3 hours per service year. Personal leave accrues on a pro-rata basis each pay period. If the employee works less than full-time hours personal leave will be accrued and paid on a pro rata basis.
- 8.2 Personal Leave Arrangements** - Personal leave is paid leave in situations of personal illness ("**sick leave**") or where an employee is required to care for a member of their "immediate family" or household who is ill or injured ("**carer's leave**"). An employee is not entitled to more than 10 days paid carer's leave in each 12-month period. Where an employee has exhausted their entitlement to paid carer's leave, they shall be entitled to up to 2 days unpaid carer's leave on each particular permissible occasion.

The employee shall, as soon as reasonably practical, inform their supervisor of their inability to attend for duty and the reason for the absence.

Evidence supporting personal leave is to be provided for any period of leave exceeding (3) three days.

If the employee is absent from duty without proper approval, all pay and other benefits under this Agreement will cease to be available until they resume duty or leave is granted. The granting of leave may be made at any time.

Unused personal leave will accumulate, but will not be paid out on termination of employment.

- 8.3 Personal Leave and Workers' Compensation** - the employee shall not be entitled to paid personal leave in respect of any period covered by workers' compensation payments.
- 8.4 Compassionate Leave** – The employee is entitled to a maximum of 3 days paid compassionate leave in addition to personal leave entitlements, for the purposes of spending time with a member of their immediate family or household who has a life-threatening illness or injury, or on the death of a member of their immediate family or household.

9. Other Leave

- 9.1** The employee may request additional paid or unpaid leave of absence. The unpaid leave must be applied for by the employee and approved by the manager or supervisor in advance of the absence from the workplace. In all other cases, leave must be applied for as soon as possible.

Unless the employer determines otherwise, any period of unpaid leave totalling more than 5 calendar days in a service year shall not count as service for any purpose.

An employee must have prior approval before engaging in any outside business or occupation including during a period of unpaid leave.

- 9.2 Entitlements to other paid or unpaid leave of absence will be determined in accordance with the guidelines contained in the CASA HR Guide.

10. Public Holidays

- 10.1 **Public Holidays** - The employee will be entitled to the following public holidays, or substituted day(s) as gazetted in each State or Territory without loss of pay:

New Year's Day;
Australia Day;
Good Friday;
Easter Saturday;
Easter Monday;
Anzac Day;
Queen's Birthday;
Labour Day;
Christmas Day;
Boxing Day; and

- 10.2 **Additional Days** - The employee will also be entitled to additional gazetted State or Territory public holidays that are generally observed in a locality as a substitute or in addition to any of the public holidays specified in this agreement.
- 10.3 From time to time, employees may be requested to work on a public holiday if necessary to fulfil their role and the operational requirements of the employer.

11. Travel

- 11.1 **Travel by the Employee** - The employer is responsible for payment or reimbursement of all reasonable travel expenses incurred by the employee in the performance of work.

The employee must only incur or claim travel expenses in accordance with the employer's policies relating to work-related travel.

Travel procedures and employee obligations will be accordance with the employer's policies and procedures as amended from time to time.

12 Entitlements under Laws not Affected by AWA

- 12.1 **Long Service Leave, Parental and Adoption Leave** - Long service leave, parental and adoption leave shall be provided to the employee in accordance with the applicable and respective provisions of the:

Long Service Leave (Commonwealth Employees) Act 1976;
Maternity Leave (Commonwealth Employees) Act 1973; Part 7, Division 6 of the
Workplace Relations Act 1996.

- 12.2 **Other Legislation** - This AWA does not affect the employee's entitlements, if any, under the following Acts (and regulations or instruments made under the Acts) amongst others:

- *Workplace Relations Act 1996;*
- *Superannuation Act 1976;*
- *Superannuation Act 1990;*
- *Superannuation Productivity Benefit Act 1988;*
- *Safety Rehabilitation and Compensation Act 1988;*
- *Occupational Health and Safety (Commonwealth Employment) Act 1991.*

13. Termination of Employment

- 13.1 Notice Period upon Termination of Employment by the Employee -** Employees who wish to terminate their employment with the employer (resignation or retirement) are required to provide the employer with four weeks notice in writing.
- 13.2 Notice Pperiod upon Termination of Employment by CASA -** Notice period upon termination by the employer will be in accordance with the *Workplace Relations Act 1996* as amended from time to time.
- 13.3 Grounds for Termination -** Nothing in this Agreement shall prevent the employer from terminating the employment of an employee for serious or wilful misconduct, neglect of duty, or other serious breach(es) of the employer's procedures without further notice or payment in lieu, in accordance with section 661(1) (c) of the *Workplace Relations Act 1996* as amended from time to time.

14. Redeployment and Redundancy

- 14.1 Redundancy -** Where the employer has made a decision that may lead to the termination of the employee's employment on the ground of redundancy, the employer shall hold discussions with the employee. Redundancy may arise where:
- (a) the employer has made a decision that it no longer wishes the project or an equivalent role being performed by an employee to be performed by anyone and this is not due to the ordinary and customary turnover of labour; or
 - (b) the services of an employee cannot be effectively utilised because of technological or other changes in the work methods of the employer or changes in the nature, extent or organization of the employer's functions; or
 - (c) the duties usually performed by an employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the employer has determined that the provisions of this clause should apply to that employee.
- 14.2 Redeployment -** Consideration of measures that may be taken that may prevent the employee from being made redundant include assessing redeployment prospects of the employee (including re-location).
- 14.3 Written Advice to the Employee -** The employer will provide written advice to the employee that contains relevant information about the decision that has been made, provided that the employer shall not be required to disclose confidential information where the disclosure of information may be harmful to the employer's interests.
- 14.4 Offer of Redundancy -** If, following the discussions referred to in this clause the employer determines that redundancy is necessary; the employer may commence action to terminate the employment of the employee on the grounds of redundancy.
- 14.5 Information to be Supplied -** The employee will be supplied with information that indicates the:
- (a) sum of money payable to the employee by way of severance pay, pay in lieu of notice and paid up leave credits, including taxation treatment of any payments; and

- (b) avenues available to the employee to seek information concerning his/her superannuation options.

14.6 Assistance for the Employee - The employer shall reach agreement with the employee on a package of training and other support. The employer will reimburse the cost of financial planning advice up to a maximum of \$350. The provision of support other than training and financial advice shall be at the employer's discretion.

14.7 Written Notice of Redundancy - CASA will give the employee written notice of termination of employment in accordance with this agreement.

14.8 Severance Payment - The employee shall be entitled to severance pay in respect of continuous Commonwealth service (as defined in the *Long Service Leave (Commonwealth Employees) Act 1976*) in the amount of two weeks pay (calculated at the employee's annual salary) for every completed year of service or part thereof, up to a maximum of 48 weeks. This shall be exclusive of any notice periods prescribed in this clause.

14.9 Payment in Lieu of Notice - The employee may elect to receive or the employer may, at its discretion, pay the employee in lieu of the notice period for the whole or any unexpired portion of the notice period referred to in this clause.

15. Anti-Discrimination

15.1 Anti-discrimination - The parties to this AWA agree that:

- (a) it is their intention to achieve the principal object in paragraph 3(m) of the *Workplace Relations Act 1996*, which is to respect and value diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this AWA; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) nothing in these provisions prohibits:
- (i) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - (ii) any discriminatory conduct (or conduct having a discriminatory effect) if:
the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets beliefs or teachings of a particular religion or creed; and the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

16. Dispute Resolution

16.1 Dispute Resolution - The employer and the employee recognise the need to work cooperatively to resolve disagreements over matters covered by this Agreement as far as is practicable at the workplace level and are committed to:

[CASA 05 attachment]

- Promptly addressing disagreements over matters in this Agreement as they arise in accordance with the procedures set out below;
- Discussing those disagreements in an open and honest way; and
- Seeking to resolve those disagreements wherever possible without recourse to third parties.

16.2 The parties to the dispute will follow the procedure set out below:

The employee and their manager will meet and confer on the matter.

If the matter is not resolved, the parties to the dispute will arrange for further discussions with more senior levels of management as appropriate as soon as possible.

At any stage without compromising the foregoing either party to the dispute may refer the matter for mediation by agreement. The employer will meet the costs of engaging the mediator.

Where the matters detailed above do not satisfactorily resolve the dispute either party to the dispute may refer the dispute to the AIRC.

An employee may choose to be accompanied or represented by a person of their choice, who may be an employee or union representative, whilst these procedures are being followed.

Without prejudice to any party to the dispute, and except where a bona fide Occupational Health and Safety (OH&S) issue is involved, the parties to the dispute will ensure the continuation of work and that work practices applied are in accordance with the established custom and practice in the workplace. The employee agrees to undertake suitable alternative work until the issue is resolved.

16.3 The employee agrees not to commence an action:

- (a) to obtain a penalty under Part 8, Division 11 of the Workplace Relations Act; or
- (b) to obtain damages for breaches of an AWA; or
- (c) to enforce a provision of the AWA or apply for a penalty under Part 14, Division 2 of the *Workplace Relations Act 1996* as amended from time to time;

Unless the party initiating the action has genuinely attempted to resolve the dispute at the workplace level; and either a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested or the mediation was requested by either party and that mediation has been completed.

17. AWA Definitions

In this AWA unless the contrary intention is clear, the following definitions will apply:

AIRC	Australian Industrial Relations Commission
Annual salary	Amount specified at clause 5.1
AWA	Australian Workplace Agreement
CASA	Civil Aviation Safety Authority established under section 38 of the <i>Chief Executive Officer Act 1997</i>
Delegate	Any CASA staff member who is authorised by the CEO to approve or perform certain tasks under this AWA
Employee/ staff person	a person employed by the CASA who is covered by this AWA
Employer	CASA, the CEO or delegate
Immediate family	the employee's spouse, and a child, ex-nuptial child, stepchild, adopted child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse
Spouse	includes a former spouse, de facto spouse and former de facto spouse
OEA	Office of the Employment Advocate
The parties	those people bound by this AWA

18. Signatures of the Parties to the AWA

Parties to this AWA and their signatures are at Schedule A.

Schedule A

On Behalf of CASA (“the employer”)

Signed

Name in full

Position

Date

Witness (signature)

Witness name in full

Witness address

Date

The Employee

Signed

Name in full

Date

Witness (signature)

Witness name in full

Witness address

Date