



Australian Government

Department of Health and Ageing

ENTERPRISE AGREEMENT 2011 - 2014

Table of Contents

PART A – SCOPE OF THE AGREEMENT	5
1. Agreement title	5
2. Objectives	5
3. Coverage.....	5
4. Duration.....	6
5. Secretary’s delegation.....	6
6. Relationship with agreements, awards and legislation	6
7. Closed agreement.....	6
8. No extra claims	7
9. Guidelines and policies	7
PART B – DEFINITIONS	8
PART C – REMUNERATION AND CLASSIFICATIONS	12
10. Salary increases.....	12
11. Salary rates	12
12. Junior wage rates.....	12
13. Part-time staff.....	12
14. Casual staff	12
15. Supported wage system.....	12
16. Payment related matters	12
17. Salary advancement	13
18. Advancement not to occur	15
19. Review of assessment	15
20. Salary payable on engagement, promotion and movement.....	15
21. Classifications and local titles	16
22. Broadbanding.....	16
23. Superannuation.....	17
24. Treatment of allowances	18
25. Salary packaging.....	18
PART D – EMPLOYMENT CONDITIONS AND ALLOWANCES	19
26. Conditions of engagement (including probation).....	19
27. Remote locality conditions	19
28. Public transport scheme.....	19
29. Travel allowance	19
30. Relocation assistance	20
31. Disturbance allowance	21
32. Community language allowance	21
33. Allowances	21

34.	Restriction allowance	21
35.	Departmental liaison officer allowance.....	22
36.	Overtime meal break allowance.....	22
37.	Loss of, or damage to, clothing or personal effects	23
38.	Workplace responsibility allowance	23
39.	Disruption allowance.....	23
PART E – HOURS OF WORK AND FLEXIBILITY		24
40.	General	24
41.	Hours of work.....	24
42.	Flextime scheme	25
43.	Additional hours	26
44.	Executive Level time off	27
45.	National Incident Room.....	28
46.	Overtime.....	28
47.	Public holidays	29
48.	Annual closedown and early stand down.....	30
49.	Working from home.....	30
50.	Part-time work	31
51.	Flexible work arrangements for parents.....	31
52.	Review of workloads	31
53.	Individual flexibility arrangements	32
PART F – LEAVE.....		33
54.	General conditions	33
55.	Portability of leave.....	33
56.	Annual leave	34
57.	Personal/carers leave	36
58.	Miscellaneous leave.....	39
59.	Unauthorised absences	40
60.	War service sick leave	40
61.	Compassionate leave.....	41
62.	Purchased leave	41
63.	Extended purchased leave.....	41
64.	Leave for ADF Reserve and Continuous Full Time Service.....	42
65.	Community service leave	42
66.	Long service leave	43
67.	Parental leave	43
PART G – HEALTHY WORKPLACE.....		45
68.	Workplace injury prevention and management.....	45

PART H – WORKFORCE PLANNING AND MANAGEMENT	48
69. Reassignment of duties.....	48
70. Temporary vacancy considerations	48
71. Termination of employment.....	49
PART I - Redeployment, reduction and retrenchment (RRR)	51
72. Excess staff.....	51
73. Voluntary retrenchment.....	52
74. Severance benefit	53
75. Involuntary retrenchment	55
PART J – PEOPLE MANAGEMENT	57
76. General	57
77. Performance management.....	57
78. Managing underperformance	58
79. Skills and knowledge development	58
80. Continuing professional development	59
81. Workplace diversity	60
PART K – CONSULTATION AND DISPUTE RESOLUTION	61
82. Staff/workplace participation	61
83. Fair treatment and review of actions	62
84. Dispute resolution procedures (DRP)	62
Attachment A – Salary tables	64
Attachment B – Recognition of allowances for particular purposes	69
Attachment C - Principles relating to workplace delegates	70
Attachment D – Transitional arrangements for APS 5 and graduate classifications	71

PART A – SCOPE OF THE AGREEMENT

1. Agreement title

- 1.1. This enterprise agreement is made under section 172 of the *Fair Work Act 2009* (FW Act) for the Staff of the Department of Health and Ageing (the department) and will be known as the 'Department of Health and Ageing Enterprise Agreement 2011-2014' (the Agreement).

2. Objectives

- 2.1 The objectives of the Agreement are to:
- a) deliver a flexible and competitive employment framework to Staff;
 - b) maintain a strong commitment to the health, safety and wellbeing of Staff;
 - c) foster an environment of quality, high performing and innovative; individuals and teams;
 - d) build and support effective systems and a diverse and skilled workforce to enable successful delivery of Australian Government priorities; and
 - e) support the department's Corporate Plan and values.
- 2.2 The parties covered by this Agreement agree to work together over the life of the Agreement to implement the policies and programs of the Australian Government, including initiatives under the APS Blueprint for Reform. These policies and programs will be implemented to benefit the Australian Community, portfolio agencies, other external stakeholders and the department Staff. In undertaking this work, there will be projects and activities required that deliver efficiencies and improvements.
- 2.3 Over the course of this Agreement the department expects to become more flexible and efficient, with better tools and systems to deliver health and ageing outcomes. [The DoHA National Alignment \(DNA\)](#) seeks to build a contemporary, enabled organisation where Staff are supported to deliver the Government's important health and ageing agenda in a consistent manner across the department. A key part of our focus in DNA and a goal of our 2010-2015 [People Strategy](#): Improving Performance Through People, is building the skills and capability of our people.
- 2.4 The department recognises that major change may create uncertainty for some Staff. Therefore, one of the key objectives of this program is to engage Staff so that they can implement new systems and processes, whilst also being supported to effectively monitor and manage workloads. The department will continue to work with Staff and representatives in an open and transparent manner consistent with the consultative arrangements of this Agreement to address any issues identified through the DNA change program.

3. Coverage

- 3.1 The Agreement is made between the Secretary of the department, on behalf of the Commonwealth, and all non-Senior Executive Service (SES) department Staff, and covers the following unions provided they have been authorised by Fair Work Australia;
- a) Community and Public Sector Union,
 - b) Australian Salaried Medical Officers' Federation,
 - c) Australian Nursing Federation,
 - d) Media Entertainment and Arts Alliance,
 - e) Australian Manufacturing Workers' Union.

4. Duration

- 4.1 The Agreement will come into effect seven days after approval of the Agreement by Fair Work Australia and will nominally expire on 30 June 2014.

5. Secretary's delegation

- 5.1 The Secretary may in writing delegate to, or authorise any person to perform, any of the Secretary's powers or functions under the Agreement, including the power of delegation, and may do so subject to conditions.

6. Relationship with agreements, awards and legislation

- 6.1 Without incorporating the terms of any legislation into the Agreement, it is acknowledged that employment in the department is subject to the provisions of various Acts (including regulations, directions, rules or instruments made under those Acts) as in force from time to time, including:

- a) *Age Discrimination Act 2004,*
- b) *Disability Discrimination Act 1992,*
- c) *Fair Work Act 2009,*
- d) *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009,*
- e) *Long Service Leave (Commonwealth Employees) Act 1976,*
- f) *Maternity Leave (Commonwealth Employees) Act 1973,*
- g) *Occupational Health & Safety (Commonwealth Employment) Act 1991,*
- h) *Paid Parental Leave Act 2010,*
- i) *Privacy Act 1988,*
- j) *Public Employment (Consequential and Transitional) Amendment Act 1999,*
- k) *Public Service Act 1999,*
- l) *Safety, Rehabilitation and Compensation Act 1988,*
- m) *Sex Discrimination Act 1984,*
- n) *Superannuation Act 1976,*
- o) *Superannuation Act 1990,*
- p) *Superannuation Act 2005,*
- q) *Superannuation (Consequential Amendments) Act 2005,*
- r) *Superannuation Benefits (Supervisory Mechanisms) Act 1990,*
- s) *Superannuation Guarantee (Administration) Act 1992,*
- t) *Superannuation Productivity Benefit Act 1988.*

7. Closed agreement

- 7.1 This is a comprehensive Agreement which exhaustively states the terms and conditions of employment of the Staff covered by the Agreement other than terms and conditions applying under Commonwealth law or where varied in accordance with the terms of the Agreement.

8. No extra claims

- 8.1 From the commencement of operation of the Agreement, a person or organisation covered by the Agreement shall not make or pursue further claims for terms and conditions of employment that would have effect during the period of operation of the Agreement, except where consistent with the terms of the Agreement.

9. Guidelines and policies

- 9.1. Any authorised guidelines, policies or procedures referred to in the Agreement are not incorporated into, and do not form part of, the Agreement. If there is any inconsistency between the terms of the Agreement and the guidelines, policies and procedures, the terms of the Agreement will prevail.
- 9.2. Changes to relevant guidelines, policies and procedures will be subject to consultation in accordance with Part K of the Agreement.
- 9.3. Guidelines, policies and procedures relating to;
- a) the Performance Development Scheme,
 - b) underperformance,
 - c) all leave,
 - d) remote localities assistance, and
 - e) the department's work level standards (WLS),
- may be developed or varied from time to time subject to agreement by the parties covered by this Agreement as set out in clause 3, through the NSPF.
- 9.4. All guidelines, policies and procedures referred to in clause 9.3 will be reviewed during the life of the Agreement through the NSPF.
- 9.5. Staff should make themselves familiar with these particular guidelines, policies and procedures as they may be varied from time to time and will be applied on the basis of their terms at the time of any relevant action or decision.

PART B – DEFINITIONS

In the Agreement, unless a contrary intention is clear, the following definitions apply:

Agreement	Means the Department of Health and Ageing Enterprise Agreement 2011-2014.
APS	Means the Australian Public Service.
Consultation	Means providing Staff and their representatives with relevant information and a bona fide opportunity to influence the decision making process not only in appearance but in fact, before a decision is made.
department	Means the Department of Health and Ageing.
Dependant	Means in relation to a Staff member: <ul style="list-style-type: none"> a) the Staff member's partner; or b) a child or parent of the Staff member, or of the partner of the Staff member, being a child or parent who ordinarily resides with the Staff member and who is wholly or substantially dependent upon the Staff member.
DoHA	Means the Department of Health and Ageing
Family	Means a person who: <ul style="list-style-type: none"> a) is a spouse, de facto partner, including a former spouse or former de facto partner; b) is a child including an adult child, adopted child, step child, or foster child; c) is a parent, grandparent, grandchild or sibling of the Staff member, or the Staff member's spouse; d) has a strong affinity with the Staff member; e) is a member of the Staff member's household; or f) for Aboriginal and Torres Strait Islander Staff members, is a person related to the Staff member through traditional kinship <p>and includes a person of the opposite or same sex to the Staff member.</p>
Foster child	Means a child for whom the Staff member has assumed long term responsibility arising from the placement of the child by a permanent fostering arrangement: <ul style="list-style-type: none"> a) by a person or an organisation with statutory responsibility for the placement of the child; and b) where the child is expected to stay with the Staff member.
HDA	Means Higher Duties Allowance, the temporary payment of an allowance where a Staff member is temporarily assigned duties at a higher classification than his or her current classification.

Health/Medical Practitioner	Means a person registered or licensed as a Health/Medical Practitioner under a law of a State or Territory.
Manager	Includes team leader, section head, unit head or supervisor who has been delegated by the Secretary to approve or make decisions under the Agreement.
Movement or Move	Means reassignment of duties of a Staff member, whether on a temporary or permanent basis, either within the department or from/to another agency. Previously referred to as 'transfer'.
NSPF	Means the National Staff Participation Forum.
OH&S	Means Occupational Health and Safety.
PDS	Means the department's Performance Development Scheme.
Promotion	Means the ongoing assignment of duties at a higher classification (excluding HDA) than the Staff member's current classification, as defined in the <i>Public Service Commissioner's Directions 1999</i> .
PS Act	Means the <i>Public Service Act 1999</i> , as amended from time to time.
Representative	Means a person chosen by a Staff member, or a group of Staff, to represent them, and includes but is not limited to a friend, colleague, member of the NSPF or a delegate or official of a union.
Retirement	Means cessation of a Staff member's APS employment.
Salary advancement	Means movement through pay points within a salary range for a classification. These increases are salary for the purposes of superannuation.
Salary increase	Means a general increase to the base salary paid to a Staff member, subject to meeting any necessary requirements under the PDS. Salary increase and increase in salary have the same meaning. These increases are salary for the purposes of determining salary for superannuation purposes.

Satisfactory evidence	<p>Satisfactory Evidence means:</p> <ul style="list-style-type: none"> a) a certificate from a relevant health/medical practitioner confirming a Staff member or a member of their family, for whom they have caring responsibility, has a personal illness or injury which prevents the Staff member from performing their duties; or b) a statutory declaration confirming a Staff member, or a member of their family for whom they have caring responsibility, has a personal illness or injury which prevents the Staff member from performing their duties; or c) for the purposes of clauses 57.9(c) and 57.9(d) a statutory declaration setting out the reason for the absence; or d) a medical treatment schedule or a medical certificate for an ongoing medical condition of the Staff member, or a member of their family for whom they have caring responsibility, which cover absences for the treatment, or absences caused by the condition within a period of three months; or e) other evidence which the Secretary determines is satisfactory.
Secretary	<p>Means the person who at the relevant time is performing the duties of the office of the Secretary of the department, and holding those powers provided to Agency Heads under the PS Act. A reference to the Secretary may also mean a reference to a person holding a delegation from the Secretary.</p>
Spouse	<p>Means in relation to a Staff member:</p> <ul style="list-style-type: none"> a) the husband or wife of the Staff member; b) the former husband or wife of the Staff member; c) a person who is in a recognised de facto relationship with the Staff member; d) the former de facto of the Staff member; or e) the partner of the Staff member <p>and includes a person of the opposite or same sex to the Staff member.</p>
Staff or Staff member	<p>Means an employee engaged by the department in a casual, non-ongoing or ongoing classification under section 22 of the PS Act.</p>

Standard day	<p>Means ordinary hours of 7 hours and 30 minutes per day for full time Staff to be worked from 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm, or 8.00 am to 12.00 midday and 1.00 pm to 4.30pm in the Northern Territory, or the agreed pattern of hours for part-time Staff. Standard Day is also used for a range of purposes including:</p> <ul style="list-style-type: none"> a) determining a Staff member's hourly rate of salary b) determining overtime entitlements c) accrual and deduction of leave d) calculating hours over the flextime settlement period.
Support person	<p>Means a person selected by the Staff member to provide support and advice during a discussion the Staff member has with the Staff member's Manager.</p>
Union(s)	<p>Means an industrial association registered under the terms of the relevant legislation that is entitled to represent the interests of the department's Staff.</p>
Voluntary retrenchment	<p>Means voluntary termination of an excess Staff member's APS employment, also known as 'voluntary retirement' or 'voluntary redundancy'.</p>

PART C – REMUNERATION AND CLASSIFICATIONS

10. Salary increases

- 10.1 Salary rates, subject to Attachment D, will increase with effect on:
- a) the date of commencement of the Agreement – increase of 3.5%
 - b) 1 July 2012 – increase of 3%
 - c) 1 July 2013 – increase of 2.5%.

11. Salary rates

- 11.1 Salary rates applying to Staff designations as determined from time to time by the Secretary during the life of the Agreement are specified in Attachment A.

12. Junior wage rates

- 12.1 Staff who are younger than 21 years of age and who are employed as an APS 1 or Cadet (practical training) will be paid the following percentages of the minimum APS1 salary range:
- a) Under 18 years 60%
 - b) At 18 years 70%
 - c) At 19 years 81%
 - d) At 20 years 91%

13. Part-time staff

- 13.1 Remuneration for part-time Staff will be calculated as a pro-rata of the appropriate salary table indicated at Attachment A, based on the proportion of hours worked in comparison to full time hours.

14. Casual staff

- 14.1 A non-ongoing Staff member engaged for duties that are irregular or intermittent in nature will be paid for the actual hours worked, based on the appropriate salary rate as indicated at Attachment A plus a 20 per cent loading in lieu of all paid leave and accruals (excluding Long Service Leave) and public holidays on which they do not work.

15. Supported wage system

- 15.1 Information on supported wage rates and related arrangements to apply to eligible Staff with a disability is available in the department's Supported Wage for Staff with a Disability Guideline.

16. Payment related matters

- 16.1 Staff will be paid fortnightly in arrears, based on the following formula:

$$\text{Fortnightly pay} = \frac{\text{annual salary} \times 12}{313}$$

313

- 16.2 Payment will be made by electronic funds transfer (EFT) into a financial institution of the Staff member's choice.

17. Salary advancement

Within classifications

- 17.1 Subject to clause 18, salary advancement within all classification levels will occur from the beginning of the first full pay period commencing on or after 1 August each year subject to:
- a) completion of the requirements of the PDS; and
 - b) performance of duties at the Staff member's substantive level or above within the department, for an aggregate of three months or more within the PDS planning cycle ended 30 June; and
 - c) achievement of the third from the top rating on the four-point PDS rating scale or better at the end of the PDS planning cycle; or
 - d) the advancement provisions applying to specific groups of Staff as outlined in this section.

Non-ongoing staff

- 17.2 Non-ongoing staff, other than casual staff, will be eligible for salary advancement where they have been engaged at the same classification to perform the same duties continuously for six months during the PDS cycle. Non-ongoing Staff are subject to the same qualifying ratings under the PDS as ongoing Staff.
- 17.3 This clause does not affect the Secretary's discretion to determine salary on the commencement of each period of engagement.

Salary advancement - Legal

- 17.4 Salary advancement for Legal 1 and 2 Staff will be consistent with the PDS procedures.
- 17.5 Legal 1 Staff will have the following specific requirements for salary advancement:
- a) Receipt of a performance rating, as specified in column 1 of the table below, will result in advancement by the corresponding number of pay points specified in column 2.
 - b) Advancement from the fifth to sixth pay point will not occur unless:
 - i. in the opinion of the Secretary, the level of work allocated for the position is classified as higher level work; and
 - ii. the Staff member has performed work at the higher level for a minimum period of three months, and attained a performance rating of 'fully effective', 'superior' or 'outstanding' shown in the table below.
 - c) Unless otherwise approved by the Secretary, Legal 1 staff will not advance beyond the sixth pay point until they have completed 12 months service at the sixth pay point.

Column 1 Performance rating	Column 2 Rate of advancement
Outstanding	Advancement by three pay points
Superior	Advancement by two pay points
Fully effective	Advancement by one pay point
Partially effective	No advancement
Unsatisfactory	No advancement

Research Scientists

- 17.6 A Research Scientist shall be advanced through the salary structure in accordance with the PDS procedures and the conditions specified in the table.
- a) Subject to this clause, a Staff member shall be paid salary at a rate exceeding that which was payable on engagement, promotion or movement where he or she has attained a performance rating of 'outstanding', 'superior' or 'fully effective', shown in column 1 of the table.
 - b) Where a Staff member has attained a performance rating shown in column 1 of the table below, the Staff member is entitled to be advanced by the number of pay points specified in column 2 corresponding to the performance rating attained by the Staff member, except as specified otherwise in this clause.

Column 1 Performance rating	Column 2 Rate of advancement
Outstanding	Advancement by three pay points
Superior – first year	Advancement by one pay point
Superior – each successive year	Advancement by two pay points
Fully effective	Advancement by one pay point
Partially effective	No advancement
Unsatisfactory	No advancement

Senior Principal Research Scientist

- 17.7 The Secretary will determine the circumstances for salary advancement of a Staff member classified as a Senior Principal Research Scientist provided the Staff member has attained a performance rating of at least fully effective.

Junior staff

- 17.8 Staff who are under 21 years of age employed at the APS 1 level will be advanced to the next salary point on the Staff member's birthday, except where they are paid the adult salary rate following automatic advancement upon successful completion of a course of study or training.

Probationers

- 17.9 A probationer engaged before 1 April will be eligible for salary advancement on the date they cease to be a probationer. The advancement cannot occur before the common salary progression date in August each year.

Higher duties advancement

- 17.10 In accordance with the PDS salary advancement arrangements, where a Staff member has been temporarily reassigned duties at a higher classification for a period aggregating three months or longer during the PDS cycle, then the Staff member will be eligible for salary advancement for the purposes of future or continuing Higher Duties Allowance (HDA). Where HDA periods have been at different levels, progression will occur to the HDA level closest to the Staff member's substantive level, unless the person has acted for three months or more at a higher classification level.
- 17.11 Staff on short term HDA remain eligible for advancement within the Staff member's substantive classification level, subject to meeting the requirements of the PDS.

18. Advancement not to occur

18.1 Staff who either:

- a) do not complete and meet the requirements of the PDS without reasonable cause; or
- b) are ongoing and have not performed duties at the Staff member's substantive classification level or a higher position in the department for at least three months of the PDS cycle; or
- c) are non-ongoing and have not met the requirements of clause 17.2 of this section; or
- d) are not eligible because of relevant administrative actions, including a sanction under section 15 of the PS Act

will not move to the next pay point within that classification salary range. Those Staff will then not be able to progress to another pay point within the classification salary range until the salary review in the next year.

18.2 The provisions of this clause do not apply to Staff subject to age rate salary advancement.

18.3 For the purposes of this clause, 'reasonable cause' refers to Staff absent from duty due to the following circumstances:

- a) long term or frequent leave granted due to illness or injury; or
- b) long service leave; or
- c) compensation leave; or
- d) parental leave (maternity/adoption/fostering)

or as otherwise determined by the Secretary.

19. Review of assessment

19.1 Where a Staff member has sought review of the Staff member's assessment under the PDS and the review is subsequently upheld, salary advancement will occur from the appropriate August advancement date.

20. Salary payable on engagement, promotion and movement

20.1 Unless otherwise determined by the Secretary (having regard to experience, qualifications and skills) where a person is:

- a) promoted or engaged, salary will be payable at the minimum pay point of the relevant salary range;
- b) transferred at level on an ongoing or temporary movement basis from another APS agency and:
 - i. the Staff member's salary is above the top pay point of the relevant range as stated at Attachment A, the Staff member will be paid at the top pay point; or
 - ii. the Staff member's salary is below the top pay point of the relevant range as stated at Attachment A, but not aligned with a pay point in the range, the Staff member's salary will be paid at the next highest pay point in that range.

Correction to salary on commencement

20.2 The Secretary may determine the correct pay point to apply to a person's salary on commencement to correct any anomaly or misunderstanding that may have occurred.

Salary on work placements

20.3 Where the Secretary decides to provide work placements (for example, junior doctors through the Royal Australian College of General Practitioners (RACGP) training program), the Secretary will determine the appropriate rate of remuneration in accordance with Attachment A for those Staff. In addition to determining remuneration levels, the Secretary may also determine payment rates for additional costs including travel, living away from home allowance and other employment related allowances.

21. Classifications and local titles

21.1 Staff undertaking duties recognised by the Secretary as requiring possession of mandatory qualifications, specialist skills and/or professional registration will have specific titles recognised under the Classification Rules, or local titles.

Specific Classifications include:	Local Titles include:
Graduate Cadets Trainees Medical Officer	Commonwealth Nursing Officer (CNO) Information Technology Legal Professional Public Affairs Research Research Scientist Technical

22. Broadbanding

22.1 Staff with the following local titles are broadbanded across the APS classification structure as follows:

Local title	Broadband
Legal 1	APS 4, 5, 6, Executive Level 1
Research Scientist	APS 6, Executive Level 1
Professional 1	APS 3, 4, 5
Public Affairs 1	APS 4, 5
Research 1	APS 2, 3

Specific provisions

22.2 Certain classifications and local titles have specific provisions available to them, as outlined in clauses 22.3 to 22.4.

Legal 1 – determination of salary

- 22.3 On promotion, automatic advancement, movement or engagement to a Legal 1, a Staff member will be paid at the minimum pay point unless:
- a) the Secretary determines otherwise; or
 - b) on engagement the Staff member has been admitted as a practitioner of the High Court or the Supreme Court of a State or Territory; and
 - i. the Staff member has served under articles of clerkship for a period of not less than one year; or
 - ii. before being so admitted, the Staff member successfully completed a course of training in the Legal Workshop conducted by the Faculty of Law at the Australian National University or a comparable course in Australia; or
 - iii. the Staff member has gained experience which, in the opinion of the Secretary, is equivalent to the experience of a person who has satisfied (i) or (ii).

Senior Public Affairs 1

- 22.4 Senior Public Affairs 1 (SPA 1) Staff will be eligible for an allowance increasing the Staff member's salary to the top point of the standard EL2 pay range where the branch head certifies that:
- a) the Staff member is undertaking the role of section head; and
 - b) the Staff member is not otherwise supervised or the Staff member's work is not oversights by a Senior Public Affairs 2 (SPA 2).

23. Superannuation

Employer Superannuation Contributions

- 23.1 A Staff member will receive compulsory employer superannuation contributions as required by the applicable legislation and fund requirements.

Superannuation choice

- 23.2 Where a Staff member has chosen an accumulation superannuation fund, other than PSSap, the employer contribution will be 15.4% of the Ordinary Time Earnings (OTE). This will not be reduced by any other contributions made through salary sacrifice arrangements or during period of paid parental leave (however described). This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).
- 23.3 For the purposes of this clause OTE is the salary paid for a Staff member's regular hours of work, not including overtime. It includes over-award payments, shift allowances, commissions and paid leave up to the maximum contributions base for the quarter. For the purpose of this Agreement where salary sacrifice arrangements are in place or the Staff member is on paid maternity, adoption or foster leave, employer contributions will be paid as if those arrangements had not been entered into.
- 23.4 Employer superannuation contributions will not be paid on behalf of Staff during periods of unpaid leave not to count as service, unless otherwise required under legislation.
- 23.5 The Secretary may choose to limit superannuation choice to complying superannuation funds that allow a Staff member and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the department's payroll system.

24. Treatment of allowances

- 24.1 A table indicating the treatment of allowances for superannuation purposes is at Attachment B.

25. Salary packaging

- 25.1 Staff may access salary packaging, and may package up to one hundred per cent of salary.
- 25.2 Where a Staff member takes up the option of salary packaging, the Staff member's salary for purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.
- 25.3 Any fringe benefits tax incurred by individual Staff as a result of salary packaging arrangements will be met by the individual Staff member on a salary sacrifice basis.
- 25.4 The department will provide access to in-house administration of salary packaging of superannuation (rather than through an external provider).
- 25.5 Further information on salary packaging is available in the department's Salary Packaging Policy.

PART D – EMPLOYMENT CONDITIONS AND ALLOWANCES

26. Conditions of engagement (including probation)

- 26.1 Information on arrangements that apply to persons engaged by the department is available in the department's Conditions of Engagement Policy, Probation Guidelines and Non-ongoing Staff Policy.

27. Remote locality conditions

- 27.1 A Staff member recruited locally to a designated remote locality after 7 April 1998 does not have automatic access to the remote locality provisions as determined by the Secretary in the Remote Locality Guideline. These Staff, and Staff recruited from outside those localities after 7 April 1998, may have access to remote locality conditions as negotiated with the Staff member's Manager.
- 27.2 Staff working in those localities may request a review by the Staff member's Manager, seeking a new or amended remote locality package.
- 27.3 Further information on remote locality conditions is available in the department's Remote Locality Guideline.

28. Public transport scheme

- 28.1 The Secretary will offer an interest free loan scheme for the purchasing of public transport passes for Staff.
- 28.2 Further information on the public transport scheme and its operation is available in departmental guidelines.

29. Travel allowance

- 29.1 Current rates for travel related allowances are listed in the Procedural Rules. The Secretary will review and adjust as necessary Travel Allowance (TA) rates on 1 January and 1 July each year, up to the maximum non-acquittable amount required for taxation purposes.
- 29.2 The department will meet reasonable costs for Staff on official overnight travel including accommodation of at least 3.5 star where available, meals and any incidental expenses.
- 29.3 Where this period exceeds three continuous weeks, the Secretary and the Staff member will agree on a package of assistance to meet any additional costs incurred as a result of the Staff member being temporarily relocated.
- 29.4 The Secretary will authorise an additional payment in circumstances where a Staff member has incurred reasonable costs in excess of the allowance, subject to the presentation of receipts. Where possible, prior approval should be obtained by the Staff member before incurring the expense.

Overpayment of travel allowance

- 29.5 Where a travel allowance overpayment occurs, the Staff member will repay the amount of the overpaid allowance to the department to reflect the travel actually undertaken, in accordance with the Chief Executive's Instructions.

Part-day travel

- 29.6 A Staff member who is required to be absent from the Staff member's usual place of work on official business for a period of not less than 10 hours, but is not absent overnight, will be paid an allowance of \$44 for each absence.

Illness while travelling

- 29.7 Where a Staff member falls ill or is injured while travelling on official business and subsequently takes leave, the Secretary will approve payment of return journey costs to the Staff member.

Recognition of travel time

- 29.8 Where a Staff member classified as an APS 1-6 (and their equivalents) is required to undertake official travel, the time spent travelling within the bandwidth, excluding the usual time taken for the Staff member to travel to and from the Staff member's regular place of work, will be recorded as work hours.
- 29.9 Travel outside the bandwidth undertaken by APS 1-6 (and their equivalents) will be claimed as travel time in lieu at single time rates.

Travel clothing allowance

- 29.10 Where a Staff member is required to travel on official business to a locality which has a climate greatly different from the Staff member's usual place of work (for example, tropical to temperate, or temperate to tropical), the Staff member may make an application to their Manager for reimbursement of reasonable costs of clothing bought for the trip. Their Manager will have regard to the prevailing climate conditions at both locations and the frequency and length of travel of the Staff member.

Motor vehicle allowance

- 29.11 Motor vehicle allowance (MVA) is payable where the Secretary approves a Staff member to use a private or personally hired vehicle for official purposes.
- 29.12 Where a Staff member seeks, and is approved to use, a private vehicle instead of the most efficient means of travel as determined by the Secretary, the amount of MVA paid to the Staff member will not exceed the cost of the most efficient means of travel.

30. Relocation assistance

Access for existing staff

- 30.1 Where the department initiates a permanent relocation (including transfer or promotion) of a Staff member, or the relocation is in the interest of the department, the Secretary will reimburse reasonable relocation costs for:
- a) transport and removal;
 - b) costs associated with the sale and purchase of the Staff member's normal place of residence;
 - c) costs incurred in avoiding serious disruption to the final two (2) years of the Staff member's child's secondary education (Years 11 and 12);
 - d) temporary accommodation in the new location.

Requested move

- 30.2 Relocation or temporary transfer at the request of the Staff member will only attract relocation assistance at the discretion of the Secretary.

Access for new staff

- 30.3 Relocation assistance for reasonable costs can be negotiated on engagement, as agreed by the Manager, for:
- a) transport and removal costs;
 - b) temporary accommodation in the new location.

31. Disturbance allowance

- 31.1 The Secretary may approve disturbance allowance on permanent movement requiring relocation.
- 31.2 Further information on relocation assistance is available in the department's Relocation Assistance Guideline.

32. Community language allowance

- 32.1 A Staff member who is required to undertake translating or interpreting responsibilities may, with the Secretary's approval, receive payment of a community language allowance (CLA).
- 32.2 Eligibility for payment of CLA is dependent on the requirements of the job, and the need to speak a second language must be essential to the efficient and effective fulfilment of the duties of the position.
- 32.3 Payment will not be made simply in recognition of a Staff member's language skills.
- 32.4 Further information is provided in the department's Allowance Guideline.

33. Allowances

- 33.1 The department provides eligible Staff with particular allowances or payments that recognise:
 - a) particular skills; or
 - b) additional costs borne by the Staff member in the course of the Staff member's employment.

Recognition of allowances

- 33.2 Information on the recognition (for particular purposes) of allowances provided for in the Agreement is at Attachment B.
- 33.3 Further information on allowances is available in the Allowance Guideline.

34. Restriction allowance

- 34.1 Where the Manager requires a Staff member to be contactable and available to work for a specified period outside the bandwidth of hours, the Staff member will be paid a restriction allowance as follows:
 - a) A Staff member restricted for a period of seven calendar days will receive an allowance of \$275 per week.
 - b) A Staff member restricted for a period of less than seven calendar days will receive a proportional rate based on the number of hours restricted outside the bandwidth.
 - c) A Staff member restricted on a weekend roster arrangement will receive an allowance of \$50 for each day of the weekend they are restricted. Proportional rates will not apply for rostered weekend restriction periods.

Ineligible staff

- 34.2 Executive Level Staff (and their equivalents) and casual Staff are generally ineligible to receive restriction allowance payments. In exceptional circumstances the Secretary may approve restriction allowance payments for these Staff.

Restriction on public holidays and annual closedown

- 34.3 Where the Manager determines that a Staff member should be restricted for any period that includes a public holiday, the Staff member will receive payment of \$50 in addition to salary for each public holiday the Staff member is restricted.
- 34.4 Where the Manager determines that a Staff member should be restricted on the three working days of annual closedown between Christmas Day and New Year's Day the Staff member will receive payment of \$50, in addition to salary, for each day of annual closedown the Staff member is restricted.

Place of work

- 34.5 A restricted Staff member who is required to perform overtime may be required to work at the Staff member's usual workplace or at another designated place, including the Staff member's home. Duties may include provision of advice, the management of other Staff, or work over the phone.

Non payment

- 34.6 Payment of restriction allowance will not be made to a Staff member who does not remain contactable or at the required degree of readiness to perform overtime.

Overtime

- 34.7 Where a Staff member is restricted under the provisions of clause 34.1 and is required to perform overtime, but is not required to be recalled to work, overtime payment will be made subject to a one-hour minimum payment.
- 34.8 Where a Staff member restricted under the provisions of clause 34.1 is recalled to duty at a place of work, overtime payment will be made, subject to a three-hour minimum payment.
- 34.9 Overtime provisions are outlined in Part E.

35. Departmental liaison officer allowance

- 35.1 A Staff member who performs the duties of departmental liaison officer and attends for duty at the office of the Minister for a whole day, will be paid a pro-rata allowance for that day at the annual rate of \$17,000.

36. Overtime meal break allowance

- 36.1 Where a Staff member is required to work overtime for a continuous period of at least one hour outside the bandwidth which extends over a meal period, they will be paid a meal allowance of \$25.30. For the purposes of this clause a meal period is:

Monday to Friday:	6.30 am - 7.00 am 7.00 pm – 7.30 pm
Saturday, Sunday and Public Holidays:	6.30 am -7.00 am 12.30 pm -1.30 pm 7.00 pm – 7.30 pm

- 36.2 Where overtime is worked for long periods and does not coincide with designated meal periods, the Manager has the discretion to authorise payment of a meal allowance.

37. Loss of, or damage to, clothing or personal effects

- 37.1 Where a Staff member incurs loss of, or damage to, clothing or personal effects, and the loss or damage can be reasonably associated with the Staff member's performance of the Staff member's duties, the Manager will authorise reimbursement of costs for repairs or replacement of the personal effects.
- 37.2 Further information on reimbursement for loss of, or damage to, clothing or personal effects is available in the department's Loss, or Damage to, Clothing or Personal Effects Guideline.

38. Workplace responsibility allowance

- 38.1 Given the responsibilities associated with undertaking the roles specified in this clause, the Staff member will generally be authorised to undertake only one role at a time. The Secretary may approve a Staff member undertaking more than one role.

First aid officers

- 38.2 Where a Staff member possesses the required qualifications for first aid at the minimum accreditation standard of Senior First Aid Certificate (Level 2 or equivalent), has continuing expertise commensurate with that training, and is appointed as a first aid officer by the Secretary, they will be paid a Workplace Responsibility Allowance at the rate of \$14 per week.

Fire wardens

- 38.3 A Staff member, who has successfully undertaken relevant fire warden training and is appointed as a fire warden by the Secretary, will be paid a workplace responsibility allowance at the rate of \$9.50 per week.

Workplace harassment contact officers

- 38.4 A Staff member, who has successfully undertaken the relevant training and is appointed as a workplace harassment contact officer by the Secretary, will be paid a workplace responsibility allowance at the rate of \$9.50 per week.

Health and safety representatives

- 38.5 A Staff member, who has successfully undertaken the relevant health and safety representative training and is appointed as a health and safety representative by the Secretary, will be paid a workplace responsibility allowance at the rate of \$9.50 per week.

39. Disruption allowance

- 39.1 Where building or other disruptive activities are being undertaken in a particular office location, the department will take steps to ensure that this causes minimal disruption to Staff, including, but not limited to, moving Staff to temporary accommodation, allowing short breaks from work, or temporarily providing equipment or facilities to improve conditions.

Payment of allowance

- 39.2 Where the effects of the disruption persist, the Secretary may determine that an allowance will be payable to affected Staff to compensate them for the inconvenience, with the rate and period of payment to be determined according to the circumstances and in consultation with Staff and their representatives.

PART E – HOURS OF WORK AND FLEXIBILITY

40. General

- 40.1 All Staff, including Managers, have a mutual responsibility for managing their working hours and patterns, including leave planning, flextime arrangements, and minimising additional hours where possible. The provisions below are designed to be sufficiently flexible for Staff to meet business requirements and balance their personal needs.
- 40.2 A Staff member and their Manager will work together to manage hours of work to ensure that a Staff member is not working excessive hours without the opportunity to take time off either as flextime (for APS1-6 and their equivalents) or in the case of Executive Level Staff (and their equivalents), as Executive Level time off. Further information about managing working hours is available in the department's Hours of Work and Overtime Guidelines.

41. Hours of work

- 41.1 All Staff have access to flexible working hours. For APS1-6 (and their equivalents), these flexible working hours will be accessed through the flextime scheme.
- 41.2 For the purposes of calculating pay, attendance and flextime purposes, ordinary hours of work for full-time Staff is 150 hours over the four week settlement period commencing on a payday Thursday. This equates to an average of 7 hours 30 minutes per day.

Hours of work of part-time staff

- 41.3 For part-time Staff, ordinary hours are those agreed in the Staff member's part-time work agreement within the provisions of clause 50.
- 41.4 Part-time Staff members are eligible to accumulate flextime for the duty performed in excess of the agreed ordinary hours over the settlement period. Clause 46.3 contains overtime provisions for part-time Staff.

Working patterns

- 41.5 The pattern of hours by which a Staff member meets their ordinary hours of duty is a matter of agreement between the Staff member and their Manager. A Staff member will not normally be required to:
- a) work more than 10 hours ordinary time on any day;
 - b) work more than five consecutive hours without a break of at least 30 minutes;
or
 - c) commence work on any day without having at least 10 hours minimum break from the previous day's work, without specific approval from their Manager.
- 41.6 Where this does occur, the overtime and time in lieu provisions at clause 46 and/or meal allowance provisions at clause 36 may apply.
- 41.7 In discussing working patterns other issues on which a Manager and their Staff should reach agreement include:
- a) In what, if any, exceptional circumstances large flex credits may be carried over or cashed out at ordinary time rates (eg credits in excess of 30 hours), under clause 42.6.
 - b) The amount of flex time which may be taken in a settlement period.
 - c) Any other relevant issues for the Staff member, team or Manager, which may include any periods that may require coverage by at least one member of the team.

Insufficient work and flextime

41.8 A Manager may require a Staff member not to work hours in addition to ordinary hours where there is insufficient work. That is, a Manager may require a Staff member not to accumulate flextime where such accumulation cannot be justified by the Staff member's workload.

Bandwidth

41.9 The bandwidth of hours in which a Staff member will work their ordinary hours is 7.00 am to 7.00 pm, Monday to Friday. The department's business hours for the public are 8.30 am to 5.00 pm Monday to Friday.

Work outside bandwidth

41.10 Where a Staff member requests to work their ordinary hours outside the bandwidth e.g. on Saturday or Sunday, the Staff member may do so, subject to operational requirements, with the agreement of their Manager. Any hours worked on this basis will be considered ordinary hours and will not attract overtime.

Recording attendance

41.11 All Staff are required to record their working hours.

42. Flextime scheme

42.1 Flextime is a system of flexible working hours' arrangements that enables a Staff member and their Manager to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to Staff, clients and the department.

42.2 Staff and Managers are required to regularly discuss and manage flextime accumulation and utilise flextime credits as time off.

APS 1-6 (and their equivalents)

42.3 APS 1-6 Staff (and their equivalents) are eligible to accumulate flextime for duty performed in excess of their ordinary hours of work (over the settlement period), but which does not attract overtime.

42.4 A Staff member may choose to vary their pattern of attendance from time to time in order to meet personal needs. As part of this process, Staff members may take flextime as a part or whole day absence, subject to agreement with their Manager.

Excess flex credits

42.5 At the end of a settlement period, where the Staff member's flex credit exceeds 20 hours credit the Staff member, in consultation with their Manager will discuss and mutually agree a plan to reduce flex credits. This discussion will include, but not be limited to;

- a) identification of opportunities to take flextime,
- b) operational needs of the department,
- c) consideration of the Staff member's work/life balance and work pressure
- d) working hours,
- e) patterns of attendance.

Cash out of credits exceeding 30 hours

42.6 At the end of a settlement period, flex credits exceeding 30 hours may be cashed out at ordinary time rates where, due to organisational requirements, the Staff member's Manager cannot envisage an opportunity for the Staff member to use those credits in the settlement period. Where the Manager has authorised cashing out of excess credits, the Manager will be required to advise People Branch of such authorisation in writing.

Cash out of credits exceeding 37.5 hours

42.7 At the request of the Staff member, flex credits exceeding 37.5 hours will be automatically cashed out.

Flex debit balance

42.8 Staff may carry over a maximum of 10 hours flex debit accumulated in any settlement period into the next settlement period.

42.9 In circumstances where the maximum debit is exceeded at the end of a settlement period, the Staff member will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period.

Deduction of flex debit from salary

42.10 Should this not occur, the amount by which the maximum is exceeded shall be treated as leave without pay and an appropriate deduction made from the Staff member's salary in accordance with the Chief Executive's Instructions.

Flex balances at cessation

42.11 Prior to cessation of employment, the Staff member's Manager should provide opportunities to enable the Staff member to balance any flex credits or debits. Staff members should also take all reasonable steps to balance their flex debit or credit. Where flex credits are outstanding at the cessation of employment with the department the flex credit will be paid to the Staff member at ordinary time rates. Where flex debits are outstanding at the cessation these will be recovered as part of the termination payment, in accordance with the Chief Executive's Instructions.

Reversion to Standard Day

42.12 Where a Staff member has failed to comply with the provisions of flextime, their Manager may remove the Staff member from flextime for a specified period and the Staff member will revert to working the Standard Day. Access to flexible working arrangements including flextime will be restored where the Manager is satisfied that the Staff member will maintain satisfactory attendance patterns.

43. Additional hours

43.1 A Staff member may refuse to work additional hours (extra hours or directed overtime) where such additional hours are unreasonable. Such refusal will not prejudice the Staff member's employment. For determining whether additional hours are reasonable or unreasonable, the following will be taken into account:

- a) any risk to the Staff member's health and safety from working the additional hours;
- b) the Staff member's personal circumstances including any family responsibilities;
- c) the needs of the department;
- d) whether the Staff member is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of working additional hours;

- e) any notice given by the department of any request or requirement to work the additional hours;
- f) any notice given by the Staff member of the Staff member's intention to refuse to work the additional hours;
- g) the nature of the Staff member's role and the Staff member's level of responsibility;
- h) whether the additional hours are in accordance with clause 41 - Hours of work;
- i) any other relevant matter.

44. Executive Level time off

- 44.1 The department recognises the focus on the achievement of outcomes by Executive Level Staff (and their equivalents) as senior professionals of the department. The achievement of organisational outcomes may involve considerable work effort, variable work hours and on occasions a requirement to work over and above normal working hours. It is important that these efforts and contributions are recognised by the department, as well as the need to balance the achievement of organisational outcomes and a Staff member's personal commitments.
- 44.2 Executive Level Staff (and their equivalents) have access to flexible working hours in accordance with clause 40. Executive Level remuneration recognises that some additional demands may be placed upon them.
- 44.3 Executive Level Staff and their Managers will work together to manage workloads and working hours, including making arrangements as to when any Executive Level time off will be taken.
- 44.4 Where operational needs require an Executive Level Staff member to work additional hours in excess of their ordinary hours for a sustained period, including a critical incident response, the Staff member and their Manager will agree on arrangements for time off to recognise the additional effort. This will be recorded in the department's timekeeping systems.
- 44.5 Examples of the type of situations when clause 44.4 applies are when operational needs require a Staff member to:
- a) work outside the bandwidth, on a weekend, public holiday or during closedown period; or
 - b) work a sustained working pattern that is significantly above and beyond the normal working week; or
 - c) (for part-time Executive Level Staff) work on their scheduled day off, or significantly above and beyond their ordinary hours over a working week.
- 44.6 To minimise any negative impact on a Staff member's health and wellbeing Executive Level time off should be taken as soon as practical, subject to operational requirements.
- 44.7 Time off for Executive Level Staff is available on an hour for hour basis for official domestic travel only. All other Executive Level time off will not be on an hour for hour basis.
- 44.8 Regardless of the bandwidth, Executive Level Staff members are required to break for at least 30 minutes after five hours of continuous work. Managers should not give approval for continuous work for longer periods.
- 44.9 Where situations cannot be resolved locally, People Branch will provide assistance to achieve appropriate working arrangements and facilitate resolution of the issue.
- 44.10 Executive Level Staff members are not eligible for overtime payments except in exceptional circumstances.

Time off for official travel

- 44.11 To minimise any negative impact on an Executive Level Staff member's personal commitments, wherever possible the department encourages Staff to travel within the bandwidth.
- 44.12 Executive Level Staff will receive Executive Level time off at hour for hour, for the period where the time spent travelling on official domestic travel exceeds the Standard Day, excluding the usual time taken for the Staff member to travel to and from their regular place of work.
- 44.13 Existing local travel arrangements for international travel will continue to apply.

45. National Incident Room

- 45.1 When the Secretary activates the National Incident Room (NIR), Staff will be compensated for all hours worked during the Incident Response in accordance with the Agreement.
- 45.2 The Secretary will specify mandatory breaks for periods of extended duty. Mandated rest periods shall be provided as full days. NIR duties in excess of five continuous days of increased hours shall attract no less than two consecutive days free of all duty immediately following the Incident.

46. Overtime

APS 1-6 (and their equivalents)

- 46.1 APS 1-6 level Staff (and their equivalents) are eligible for an overtime payment where they are required by their Manager to:
- a) perform work outside the bandwidth (inclusive of weekends and public holidays); or
 - b) work in excess of 9.5 hours on any one day (Monday to Friday inclusive);
- whichever occurs first.

Executive Level (and their equivalents)

- 46.2 Executive Level Staff (and their equivalents) are not generally entitled to payment for overtime. However, the time off provisions in clause 44 will apply. Where appropriate, the Secretary may approve payment for additional hours worked.

Part-time staff

- 46.3 Part-time Staff at the APS 1-6 level (and their equivalents) are eligible for overtime for work performed at the direction of the Staff member's Manager which is:
- a) not continuous with the Staff member's agreed or specified hours of work; and/or
 - b) beyond the total ordinary hours of work over the settlement period specified in the Staff member's part-time work agreement.
- 46.4 A part-time Staff member who has not elected to receive flextime for work performed in excess of the agreed hours of duty over the settlement period will be eligible for overtime.

Travel not to count

- 46.5 Time spent travelling to or from work will not count as part of an overtime attendance.

Time in lieu (TIL)

- 46.6 If a Staff member chooses, the Staff member's Manager may allow the Staff member to take TIL as a form of recompense for overtime duty as an alternative to overtime payment, subject to the provisions of this clause.

Calculation

46.7 Where overtime is worked, the rate of payment (or TIL, if the Staff member elects) is calculated at the following rates:

- a) Monday to Saturday: time and one half;
- b) Sunday: double time.

Hourly divisor

46.8 Calculations for a Staff member's overtime entitlement will use a divisor of 37.5 hours to determine the Staff member's hourly rate.

Public holidays

46.9 A Staff member who is directed to work overtime on a public holiday which falls on a weekday, will be paid overtime at double-time for duty outside of a Standard Day (for full time Staff) or the agreed pattern of hours (for part-time Staff). This rate also applies to Easter Saturday if it is not declared or prescribed as a public holiday. For duty within a Standard Day (or agreed pattern of hours for part-time Staff), overtime will be paid at single-time as Staff are already being paid for the public holiday.

46.10 Staff required to perform overtime during the annual closedown will be recompensed with overtime calculated at time and a half.

Non-continuous duty

46.11 Where a period of overtime is not continuous with ordinary duty, the minimum overtime payment is four hours at the relevant rate. Where the period of overtime is greater than four hours, payment will be made for the actual period worked at the relevant rate.

Continuous duty

46.12 Overtime is considered to be continuous with ordinary duty when a Staff member does not have a break, other than a meal break, between the periods of ordinary duty and overtime.

Multiple attendance

46.13 Where more than one attendance is required, the minimum overtime payment provision will not operate to increase a Staff member's overtime payment beyond that which they would have received had they remained on duty from the commencing time of duty on one attendance, to the ceasing time of duty on a subsequent attendance.

46.14 Further information on overtime and TIL is available in the Overtime and Time in Lieu Guideline.

47. Public holidays

47.1 Consistent with s.115 of the FW Act Staff will be entitled to the following public holidays:

- a) New Year's Day (1 January)
- b) Australia Day (26 January)
- c) Good Friday
- d) Easter Monday
- e) Anzac Day (25 April)
- f) The Queen's birthday holiday (on the day on which it is celebrated in a state or territory or a region of a state or territory)
- g) Christmas Day (25 December)
- h) Boxing Day (26 December)

- i) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the state or territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- 47.2 If under a State or Territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday.
- 47.3 The Secretary and a Staff member may agree on the substitution of a day or part-day that would otherwise be a public holiday, having regard to operational requirements.
- 47.4 A Staff member who is absent on a day or part-day that is a public holiday in the place where the Staff member is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
 - a) Where a public holiday falls during a period when a Staff member is absent on leave (other than annual or paid personal/carers leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

48. Annual closedown and early stand down

- 48.1 The department will be closed for normal business and Staff will not be required to perform normal duty on the working days between Christmas Day and New Year's Day. Eligible Staff will be paid for closedown. Pay eligibility for annual closedown will be treated in the same manner as public holidays in determining the appropriate rate of salary payment to apply on those days.
- 48.2 Where a Staff member is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is at half pay).
- 48.3 There will be no deduction from annual or personal/carers' leave credits for the annual closedown days.

Early stand down

- 48.4 The department will be closed for normal business and Staff will not be required to perform normal duty from 3.00 pm on the working day prior to Christmas and the working day prior to Good Friday. Eligible Staff will be paid for early stand down. Payment eligibility will be treated in the same manner as a normal working day.

Part-time Staff

- 48.5 Part-time Staff normally not working on the days of the week on which annual closedown and early stand down occur, will not be entitled to alternative time off duty.

49. Working from home

- 49.1 A Staff member and their Manager may agree to a request by a Staff member to work from home on a regular, temporary or intermittent basis.
- 49.2 A request made by a Staff member in accordance with clause 49.1 must be in writing and set out details of the change sought and the reasons for the change. The Manager will respond in writing to the request.
- 49.3 Further information on home based work arrangements is available in the department's Home Based Work Guideline.

50. Part-time work

Hours of work

- 50.1 A part-time Staff member is one who has a part-time agreement with their Manager and who:
- a) regularly works less than full-time ordinary hours; and
 - b) has reasonably predictable hours of work.
- 50.2 Payment and conditions for part-time Staff will be calculated on a pro-rata basis, apart from allowances of a reimbursement nature, where a part-time Staff member will receive the same amount as a full-time Staff member.

Variation in hours

- 50.3 A part-time Staff member may not vary their hours for a period of one week or less. Changes in hours for these periods should be accommodated using flextime or alternative arrangements as agreed with their Manager.
- 50.4 Details of the operation of the flextime provisions for part-time Staff are provided at clause 42.
- 50.5 Further information on part-time work provisions is available in the departmental Part-time Work Guideline.

51. Flexible work arrangements for parents

- 51.1 Without limiting clause 51.2, Managers will make every reasonable effort to accommodate requests for part-time work from Staff returning from maternity, adoption, fostering or parental leave for the period up until the child's second birthday, or in the case of adoption and eligible fostering, the second anniversary of the placement. Reasons for non-approval must be provided in writing to the Staff member, including reasons relating to operational requirements.
- 51.2 A Staff member who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours.
- 51.3 A request made in accordance with clause 51.2 must be in writing and set out details of the change sought and the reasons for the change. The Manager will respond in writing to the request within 21 days and will only refuse the request on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.
- 51.4 Staff may seek a review by People Branch of any refusal under clauses 51.1 or 51.2.
- 51.5 An approved flexible work arrangements under clause 51 will be subject to an annual review.

52. Review of workloads

- 52.1 Where a Staff member or group of Staff believes their workload to be unmanageable they may request that an independent review be undertaken by People Branch, and where Staff choose representatives of Staff or the National Staff Participation Forum.
- 52.2 Further information on workload review is available in the department's Workload Review Guideline.

53. Individual flexibility arrangements

- 53.1 The Secretary and a Staff member covered by this enterprise agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:
- a) the IFA deals with one or more of the following matters:
 - i. when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. remuneration; and/or
 - vi. leave; and
 - b) the IFA is genuinely agreed to by the Secretary and Staff member recognising the operational requirements of the department and the needs of the Staff member.
- 53.2 The Secretary must ensure that the terms of the IFA:
- a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c) result in the Staff member being better off overall than the Staff member would be if no arrangement was made.
- 53.3 The Secretary must ensure that the IFA:
- a) is in writing; and
 - b) includes the name of the employer and Staff member; and
 - c) is signed by the Secretary and Staff member and if the Staff member is under 18 years of age, signed by a parent or guardian of the Staff member; and
 - d) includes details of:
 - i. the terms of IFA; and
 - ii. how the IFA will vary the effect of the terms; and
 - iii. how the Staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
 - e) states the day on which the IFA commences and, where applicable, when the arrangement ceases.
- 53.4 The Secretary must give the Staff member a copy of the IFA within 14 days of the agreement being made.
- 53.5 The Secretary or Staff member may terminate the IFA:
- a) by giving no more than 28 days written notice to the other party to the IFA; or
 - b) if the Secretary and Staff member agree in writing at any time.
- 53.6 Where an individual flexibility arrangement is entered into during the life of this Agreement the IFA dispute resolution clause, which refers to clause 84 of this Agreement, will be included in that IFA.

PART F – LEAVE

54. General conditions

- 54.1 The department provides access to a flexible range of options for paid and unpaid leave that assist Staff to balance work with other personal priorities.
- 54.2 All accrued leave entitlements will be expressed and deducted in hours and minutes.
- 54.3 Further information on leave is available in the Leave Guidelines.

Public holidays during leave

- 54.4 Payment for public holidays which fall during a period of leave will be paid in accordance with clause 47.4 of the Agreement.

Absences on compensation leave

- 54.5 Where a Staff member is absent on compensation leave, a Manager is required to consult with the Rehabilitation Case Manager prior to approval of applications for other forms of leave.

Donating blood

- 54.6 The department recognises the importance of and supports Staff in donating blood. Staff donating blood during working hours, are not required to complete a leave application or to utilise flextime.

Recall to duty

- 54.7 The department will not unreasonably cancel approved leave or recall Staff to duty while on leave. If a Staff member is recalled, the Secretary will approve reimbursement toward travel expenses, incidental expenses or family care costs not otherwise recoverable under insurance or from another source, provided that the Staff member took reasonable precautions to avoid such expenses.

Non-approval of leave

- 54.8 Where a Manager decides to refuse a formal application for leave, the Manager will advise the Staff member of the reason(s) for the decision in writing, including reasons relating to operational requirements. The Manager, the Staff member and, where the Staff member requests, a support person will meet to consider alternative arrangements if required.

55. Portability of leave

- 55.1 Where an ongoing APS Staff member moves (including on promotion or for an agreed period) from another agency, the Staff member's unused accrued annual leave and personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.
- 55.2 Where a Staff member is engaged as either an ongoing or non-ongoing APS Staff member immediately following a period of ongoing employment under the *Parliamentary Service Act 1999* or the ACT Government Service, the Staff member's unused accrued annual leave and personal/carers leave (however described) will be recognised.

Former non-ongoing staff

- 55.3 Where a person is engaged as an ongoing Staff member, and immediately prior to the engagement the person was employed as a non-ongoing APS Staff member, the Secretary, at the Staff member's request, may recognise any accrued annual leave and personal/carers leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation.
- 55.4 For the purposes of this clause:
- a) 'APS' Staff member has the same meaning as the PS Act; and
 - b) 'Parliamentary Service' refers to employment under the *Parliamentary Services Act 1999*.

56. Annual leave

- 56.1 The purpose of annual leave is to provide Staff with the opportunity for a reasonable break from work. Therefore, it is important that Staff take leave within a reasonable period of its accrual. Leave planning is an integral part of work planning and task allocation for Managers. The timing and duration of annual leave is to be mutually agreed between the Staff member and the Staff member's Manager unless the leave is for health and/or safety reasons.
- 56.2 Staff are encouraged to access their annual leave by taking a minimum of two weeks leave in a single block per calendar year.

Entitlement

- 56.3 Full-time Staff are entitled to the equivalent of four weeks (150 hours), for each full year worked. Part-time Staff accrue annual leave on a pro-rata basis for ordinary hours worked. Annual leave will accrue daily, and be credited at the completion of each calendar month.
- 56.4 Staff working in a remote locality may have additional annual leave. Further information is available in the Remote Locality Guideline.

Calculation

- 56.5 Annual leave credits for all eligible Staff will be calculated using the following formula:

$$(A/B \times 150) (C/D) = E$$

Where:

A = Calendar days in the month

B = 365 calendar days (366 in leap year)

C = Monthly hours from Staff member's work schedule

D = Monthly hours from full time work schedule

E = Credit

150 = Basic annual credit of four weeks expressed in hours

- 56.6 Each period of service that has different weekly hours is calculated separately. If separate credits are calculated, all credits are added and expressed as a total number of hours of leave available.

Effect of leave without pay

- 56.7 Where 'leave without pay not to count as service' has been granted in the accrual period, annual leave will be adjusted on the day of accrual as follows:
- a) Where aggregated absences for periods totalling 30 calendar days or less, the annual leave accrual is not affected.
 - b) Where aggregated full day absences total more than 30 calendar days, the total period of leave without pay is deducted from the number of calendar days to count as service in the formula at clauses 56.5 and 56.6.
 - c) Where leave without pay covers an entire calendar year, no annual leave credit accrues for that year.

Direction to take annual leave

- 56.8 The Secretary may direct a Staff member who has more than two years annual leave credit to take annual leave. The Staff member must take annual leave if directed to do so.
- 56.9 The Staff member may be directed to be on leave (and to be absent from the workplace) for whichever is lesser of:
- a) 10 consecutive working days; or
 - b) a period of time equal to 25 per cent of accrued annual leave credits at the time of the direction.

Deferring leave

- 56.10 A Staff member may apply to the Secretary to defer taking the leave defined in clause 56.8 for up to one year from an agreed date.
- 56.11 A Staff member with an annual leave credit greater than two years on:
- a) commencing duty in the department; or
 - b) returning to work following a long term absence due to illness or injury; or
 - c) resuming duty following a graduated return to work
- will have a period of 12 months to take sufficient leave to reduce the Staff member's credit down to the equivalent of two years or less.
- 56.12 Further information on direction to take leave is available in the Direction to Take Leave Guideline.

Annual leave at half pay

- 56.13 Staff may take annual leave at half pay. The minimum absence of leave on half pay is two working days, with further absences in multiples of two days.

Public holidays during leave

- 56.14 Where a public holiday occurs in a period of annual leave, the public holiday will not be deducted from the Staff member's annual leave credits.

Payment of annual leave on termination

- 56.15 Any unused accrued annual leave will be subject to payment to the Staff member when the Staff member's APS employment is terminated.
- 56.16 Payment will be calculated using the Staff member's final rate of salary, including allowances that would have been included in the Staff member's pay during a period of annual leave.
- 56.17 For Staff in remote localities, district allowance will be included in the calculation only for the component of the annual leave credit that accrued in the remote locality.

Special availability

56.18 Without limiting the general entitlement under clause 56.3, a Staff member may access annual leave where they have a long term illness and have exhausted other paid leave entitlements.

57. Personal/carers leave

57.1 On engagement, an ongoing Staff member will be credited with personal/carers leave of 18 days (135 hours) or the part-time equivalent. A further 18 days (135 hours) or the part-time equivalent will accrue on completion of each 12 month period of service thereafter.

57.2 Ongoing Staff will accumulate 18 days (or the part-time equivalent) personal/carers leave credits at full pay each year without limit throughout the Staff member's period of employment with the department.

Accrual and credits - non-ongoing staff

57.3 Full-time non-ongoing Staff, other than casual Staff, are entitled to 18 days personal/carers leave (135 hours) per year or the part-time equivalent, accruing daily.

57.4 Personal/carers leave credits for Staff covered by clause 57.3 will be calculated and credited at the end of the calendar month, using the following formula:

$$(A/B \times 135) (C/D) = E$$

Where:

A = Calendar days in the month

B = 365 calendar days (366 in leap year)

C = Monthly hours from Staff work schedule

D = Monthly hours from full time work schedule

E = Credit

135 = Basic annual credit of eighteen days expressed in hours

Part-time ongoing staff

57.5 Part-time Staff' credits will be calculated using the following formula:

$$A \times 3.6 = B$$

Where:

A = weekly hours on the date of accrual

B = credit

Deferral of accrual

57.6 Where 'leave without pay not to count as service' has been granted in the accrual year, personal/carers leave accrual will be deferred as follows:

- a) Where aggregated full day absences total 30 calendar days or less, the accrual is not affected.
- b) Where aggregated full day absences total more than 30 calendar days, the accrual date will be deferred by one calendar month for each 30 calendar day period.

Unpaid carers leave - casual staff

57.7 Casual Staff are entitled to two days unpaid personal leave for caring purposes for each permissible occasion, subject to notifying the Staff member's Manager and providing satisfactory evidence.

Advice to Manager

57.8 A Staff member, where practicable, must personally advise the Staff member's Manager of the Staff member's absence or the Staff member's intention to be absent as soon as possible. Where the Staff member's Manager is not contactable, advising another Staff member in the Staff member's work team will suffice.

Use of personal/carers leave

57.9 Personal/carers leave will be granted to a Staff member by their Manager, subject to available credits for the following reasons:

- a) where the Staff member is not fit for work because of a personal illness or injury affecting the Staff member;
- b) to provide care or support to a member of the Staff member's immediate family or the Staff member's household, who requires care or support because of a personal illness or personal injury, affecting the member;
- c) where a member of the Staff member's immediate family or the Staff member's household is affected by an unexpected emergency;
- d) for compelling personal reasons, including family responsibilities; or
- e) to attend preventative health consultations for the Staff member and/or those in the Staff member's care.

Family responsibilities

57.10 For the purposes of personal/carers leave, 'family responsibilities' shall mean responsibilities of the Staff member for any person who is clearly dependent on the Staff member for care, support and attention.

Public holidays during leave

57.11 Where a public holiday occurs in a period of personal leave, the public holiday will not be deducted from the Staff member's personal leave credits.

Satisfactory evidence

57.12 Satisfactory evidence means:

- a) a certificate from a relevant health/medical practitioner confirming a Staff member, or a member of their family for whom they have caring responsibility, has a personal illness or injury which prevents the Staff member from performing their duties; or
- b) a statutory declaration confirming a Staff member, or a member of their family for whom they have caring responsibility, has a personal illness or injury which prevents the Staff member from performing their duties; or
- c) for the purposes of clauses 57.9(c) and 57.9(d) a statutory declaration setting out the reason for the absence; or
- d) a medical treatment schedule or a medical certificate for an ongoing medical condition of the Staff member, or a member of their family for whom they have caring responsibility, which cover absences for the treatment, or absences caused by the condition within a period of three months; or
- e) other evidence which the Secretary determines is satisfactory.

57.13 For the purposes of clause 57.9(e) only, satisfactory evidence may also include a receipt showing payment and the date of the preventative health consultation.

57.14 Satisfactory evidence from registered health practitioners will be accepted for the purpose of personal illness or injury, unless the department has sought independent medical advice resulting in a different diagnosis and/or prognosis.

- 57.15 A Staff member will provide satisfactory evidence to support applications for personal/carers leave for more than three consecutive days.
- 57.16 If a Staff member takes 10 days personal/carers leave without satisfactory evidence in a period of twelve months, then the Staff member must provide satisfactory evidence for any further applications for personal/carers leave of any duration for the balance of the period of 12 months, unless otherwise determined by the Secretary.
- 57.17 For the purpose of this clause, the period of 12 months is the 12 month period commencing on the anniversary date of the Staff member's commencement of employment with the department.
- 57.18 Satisfactory evidence must be provided within 24 hours of the Staff member's return to work or another period that is reasonable in the circumstances.

Conversion to half pay

- 57.19 The Secretary may approve the conversion of personal/carers leave to half pay for a Staff member for a specified absence of not less than two days.

Unpaid personal/carers leave

- 57.20 Where paid personal/carers leave credits are exhausted, a Staff member may apply for personal/carers leave without pay. Continuous unpaid personal/carers leave to a total of 26 weeks will count as service for all purposes. Any further continuous periods of unpaid personal/carers leave will not count as service except for long service leave purposes.

Termination of employment - invalidity retirement

- 57.21 A Staff member's employment will not be terminated on invalidity grounds without the Staff member's consent before the Staff member's paid personal/carers leave credit has expired.

Reappointment after invalidity retirement

- 57.22 If a Staff member's APS employment is terminated on the grounds of invalidity, and the Staff member is subsequently re-engaged as a result of action taken under the relevant superannuation legislation, the Staff member is entitled to be credited with personal/carers leave equal to the balance of the Staff member's personal/carers leave at the time of termination.

Use of personal/carers leave during other forms of leave

- 57.23 A Staff member who is medically unfit or is required to undertake carer's responsibilities for more than one day while on annual leave or long service leave and who produce satisfactory medical evidence may apply for personal/carers leave. Annual leave and long service leave will be re-credited to the extent of the period of personal/carers leave granted.
- 57.24 A Staff member is unable to access personal/carers leave while on paid parental leave.

Payment on termination

- 57.25 Unused personal/carers leave will not be paid out on termination of employment.

58. Miscellaneous leave

- 58.1 The intention of miscellaneous leave is to provide flexibility to Managers and Staff by providing leave that may be made available, either with or without pay, for a variety of purposes.
- 58.2 Miscellaneous leave may be granted by the Secretary, having regard to the operational needs of the department, including for purposes that the Secretary considers to be in the interests of the department.
- 58.3 Leave may be granted:
- a) for the period requested or for another period;
 - b) with or without pay; and
 - c) subject to conditions.

Leave with pay

- 58.4 Miscellaneous leave with pay may be granted by the Secretary in, but not limited to, the following circumstances:
- a) Studybank;
 - b) participation in major international sporting events;
 - c) moving house;
 - d) attendance at Fair Work Australia proceedings arising from industrial disputation;
 - e) jury duty;
 - f) attendance at short courses which do not fall within the internal and external learning and development frameworks;
 - g) attendance at industrial proceedings when summonsed as a witness;
 - h) for short term volunteer purposes.
- 58.5 Reasonable leave for moving house, under clause 58.4 will be approved by the Secretary.

Extraordinary circumstances

- 58.6 Where exceptional circumstances affect a Staff member, the Secretary will consider granting paid leave. These circumstances may include but are not limited to, emergency situations such as bushfires, floods, cyclones and earthquake.

Leave for Aboriginal and Torres Strait Islander staff

- 58.7 The department recognises the obligations placed on Aboriginal and Torres Strait Islander Staff to participate in ceremonial activities and other cultural obligations. To allow Staff to meet obligations and participate in activities, the following leave provisions are provided:
- a) two days leave with pay each year to participate in NAIDOC Week activities or other cultural or ceremonial events under the miscellaneous leave provisions; and
 - b) three months unpaid leave each year under the miscellaneous leave provisions to fulfil cultural obligations; this leave will not count as service for any purpose.

Leave without pay

- 58.8 The Secretary may grant miscellaneous leave without pay for, but not limited to, the following circumstances:
- a) personal and development training where academic studies are undertaken;
 - b) cultural or ceremonial or NAIDOC leave to Staff for a recognised cultural activity;
 - c) accompanying a partner on a posting;
 - d) non APS employment which is in the interests of the department;
 - e) long term volunteer purposes;
 - f) other purposes where other types of paid leave may have been exhausted.

Not to count as service

- 58.9 Miscellaneous leave without pay will not count for service for any purpose with the following exceptions:
- a) leave for personal and development training in the interests of the department;
 - b) leave for non APS employment in the interests of the department.
- 58.10 In order for such leave to count as service for personal leave and long service leave, the Staff member must resume duty with the department at or before the expiration of the leave.
- 58.11 On return to duty, leave credits will be calculated based on the period that is recognised as service. In the case of personal/carers leave, an assumed usage of five days per year for the period of absence will be applied.

59. Unauthorised absences

- 59.1 Periods of unauthorised absence do not count as service for any purpose. Where a Staff member is absent from duty without approval, all pay and other benefits provided under the Agreement (eg flextime) will cease to be available until the Staff member resumes duty or is granted leave. Where flextime no longer applies, the Staff member will revert to the Standard Day.
- 59.2 Further information on miscellaneous leave is available in the departmental Leave Guidelines.

60. War service sick leave

- 60.1 Eligible Staff will generally be granted war service sick leave while unfit for duty because of a war-caused condition.
- 60.2 A war-caused condition means an injury or disease of a Staff member that has been determined under the *Veterans' Entitlements Act 1986* to be war-caused or defence-caused.
- 60.3 Eligible Staff will accrue a credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

61. Compassionate leave

- 61.1 Staff, other than casual Staff, will be granted two days paid compassionate leave on each occasion that a member of the Staff member's family, or the Staff member's household:
- a) contracts or develops a personal illness that poses a serious threat to life; or
 - b) sustains a personal injury that poses a serious threat to life; or
 - c) dies.
- 61.2 The Staff member may take the period of leave as a single period of two days or any separate period on which the Staff member's Manager and Staff member agree.
- 61.3 The Staff member's Manager may require the Staff member to provide evidence of the illness, injury or death in support of the request for leave.
- 61.4 A casual Staff member is entitled to unpaid compassionate leave of up to two days per occurrence and is not eligible for paid bereavement leave under clause 61.5.

Bereavement leave

- 61.5 The Staff member's Manager will grant three days leave with pay to a Staff member other than a casual Staff member on the occasion of the death of a member of the Staff member's family or household, close friend, partner or a person who was clearly dependent on the Staff member for care, support and attention. Any further periods of leave for this purpose may be granted as miscellaneous leave with pay on a case by case basis.

62. Purchased leave

- 62.1 To assist Staff members in balancing work and life responsibilities, the department provides a scheme where additional leave may be purchased. Purchasing additional leave is not intended to be used to establish a different work pattern such as a regular reduction in weekly hours.
- 62.2 Where a Manager agrees that a Staff member may participate in the purchased leave scheme, the Staff member may purchase from one to six weeks purchased leave per year. Leave, once purchased, shall generally be taken in multiple days.

To count for service

- 62.3 Purchased leave will count for service for all purposes. The Staff member's salary for superannuation purposes continues to be their salary as if they had not purchased leave.
- 62.4 Further information about purchased leave is available in the departmental Leave Guideline.

63. Extended purchased leave

- 63.1 When a Staff member has accrued a period of three years of continuous employment with the department, they may apply for access to extended purchased leave.
- 63.2 A period of up to six months absence on extended purchased leave will be available following a further two years of continuous employment with the department (during which time the Staff member will accrue the leave).

Not to count for service

- 63.3 Extended purchased leave will not count as service for any purpose.
- 63.4 Further information regarding extended purchased leave is available in the departmental Extended Purchase Leave Guideline.

64. Leave for ADF Reserve and Continuous Full Time Service

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

- 64.1 A Staff member may be granted leave (with or without pay) to enable the Staff member to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 64.2 A Staff member is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required:
- a) During the Staff member's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
 - b) With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the Staff member to undertake training as a member of the ADF Reserves.
 - c) Staff are not required to pay their tax free ADF Reserve salary to the department in any circumstances.
- 64.3 A Staff member who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 64.4 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.
- 64.5 Eligible Staff may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flextime for the purpose of fulfilling ADF Reserve or CFTS obligations.
- 64.6 Staff are to notify their Manager at the earliest opportunity once the dates for ADF Reserve or CFTS activities are known and/or changed.

65. Community service leave

- 65.1 An eligible community service activity includes:
- a) Jury service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth or a State or Territory; or
 - b) Carrying out a volunteer emergency management activity (within the meaning of section 109 (2) of the FW Act).
- 65.2 A Staff member who engages in an eligible community service activity is entitled to paid leave if:
- a) the period consists of one or more of the following:
 - i. time when the Staff member engages in the activity;
 - ii. reasonable travelling time associated with the activity;
 - iii. reasonable rest time immediately following the activity.
 - b) where the activity is emergency management, the absence is due to:
 - i. regular training;
 - ii. all emergency service responses;
 - iii. reasonable rest time immediately following the activity; and
 - iv. attendance at ceremonial duties

- c) unless the activity is jury service – the Staff member's absence is reasonable in all the circumstances.

66. Long service leave

- 66.1 Long service leave (LSL) will accrue and be available to eligible Staff in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*. Absences must be taken for a minimum of seven consecutive calendar days (at full or half pay) with the granting of such leave subject to operational requirements.
- 66.2 LSL cannot be broken with any other leave, including absences on flex leave, Christmas close down or public holidays except as provided for by the *Maternity Leave (Commonwealth Employees) Act 1973* and the personal/carers leave provisions of the Agreement.

67. Parental leave

Maternity leave

- 67.1 Maternity leave is available to a Staff member for her absence from the workplace on the birth of her child/children.
- 67.2 Staff covered by this Agreement will be entitled to maternity leave under the terms of the *Maternity Leave (Commonwealth Employees) Act 1973*, including access to paid leave for the first 12 weeks of maternity leave for eligible Staff. Provisions of the *Paid Parental Leave Act 2010* and the *Fair Work Act 2009* may also apply.

Mandatory period of maternity leave at half pay

- 67.3 At the Staff member's request, the Secretary will approve spreading the payment for the period of absence over a maximum period of 24 continuous weeks at a rate no less than half normal pay. The additional period of paid leave beyond the mandatory absence of 12 weeks specified in the *Maternity Leave (Commonwealth Employees) Act 1973* will not count as service for any purpose.

Additional leave

- 67.4 An eligible Staff member will also receive an additional two weeks paid leave to be taken immediately following the mandatory period of maternity leave provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*. The Secretary will approve spreading the additional period over four weeks at a rate no less than half normal pay, however, leave that extends beyond two weeks does not count for service for any purpose.

Additional unpaid parental leave

- 67.5 A Staff member who has completed at least 12 months of continuous service with the APS immediately before making an application for twelve months unpaid parental leave (the first period) to care for a new born or newly adopted or foster child may request, at the completion of the first period, an additional period of unpaid parental leave of up to 12 months in accordance with the *Fair Work Act 2009*.
- 67.6 Taking unpaid parental leave does not prevent an eligible Staff member from accessing other types of paid leave (other than paid personal/carer's leave, compassionate/bereavement leave and community service leave) in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*. If the Staff member does so, the taking of the other paid leave does not break the continuity of the period of unpaid parental leave.
- 67.7 Unpaid parental leave does not count as service for any purpose. Further information on parental leave is available in the Leave Guideline.

Special maternity leave

- 67.8 Where a Staff member who has at least 12 months continuous service with the APS experiences a pregnancy related illness, or if her pregnancy ends within 28 weeks of the expected birth, she will be granted paid personal leave for any period of leave supported by a medical certificate. If personal leave credits are exhausted, the remainder of leave will be unpaid in accordance with section 80 of the *Fair Work Act 2009*. Unpaid special maternity leave will count as service for all purposes
- 67.9 Special maternity leave will operate in conjunction with entitlements under the *Maternity Leave (Commonwealth Employees) Act 1973*.

Parental (partner) leave

- 67.10 Within 12 months of the birth, fostering or adoption of a child, a Staff member who is the child's non-primary care giver and stands in a domestic or household relationship with the child is entitled to be granted four weeks paid parental leave, and unpaid miscellaneous leave up to a total absence of 52 weeks.
- 67.11 The Secretary may approve leave for a non-primary care giver not residing with the child.
- 67.12 The Secretary may approve spreading the period of paid leave over a maximum period of eight continuous weeks at a rate no less than half normal pay; leave that extends beyond four weeks does not count as service for any purpose.

Return to work after parental leave

- 67.13 On ending parental, maternity, adoption or foster leave, a Staff member is entitled to recommence the Staff member's previous duties in accordance with the relevant provisions of the *Fair Work Act 2009*.

Adoption or foster leave

- 67.14 Within 12 months of the adoption or fostering of a child by a Staff member with 12 months or more continuous service in the APS, who will be the primary care giver, will receive 14 weeks at full pay for the purpose of adopting or a long-term and full-time foster care of a child up to the age of 16, and unpaid leave up to a total period of 52 weeks. The paid leave may commence up to two weeks prior to assuming responsibility for the child.
- 67.15 The adopted or foster child must not be a child or step-child of the Staff member or the Staff member's partner unless that child had not been in the custody and care of the Staff member or the Staff member's partner for a significant period.
- 67.16 The Secretary will approve spreading the period of paid leave over a maximum period of 28 continuous weeks at a rate no less than half normal pay.
- 67.17 Where a Staff member elects to take paid adoption or fostering leave at half pay, a maximum of 14 weeks counts as service for all purposes.
- 67.18 The provisions of clauses 67.10 to 67.17 also apply to a child who is subject to a permanent care order made by an Australian court or under Australian legislation.
- 67.19 For the purposes of this clause, 'continuous service' has the same meaning as eligible service recognised under the *Maternity Leave (Commonwealth Employees) Act 1973*.

Pre adoption leave

- 67.20 Staff in the process of adopting or fostering of a child may take up to two days paid leave to attend any interviews or examinations required to obtain adoption or foster care approval.

PART G – HEALTHY WORKPLACE

68. Workplace injury prevention and management

Commitment to a safe and healthy work environment

68.1 The department is committed to providing a safe and healthy work environment for all Staff, including providing return to work opportunities for ill and injured Staff, consistent with all legislative obligations. Further information is available in the department's occupational health and safety (OH&S) policy and agreement, made in consultation with Staff and the Staff' representative.

Health and life strategy

68.2 The department encourages a culture that focuses on the health and wellbeing of Staff, and an appropriate balance between work and personal life. Where possible the department will negotiate discount registration/membership fees for Staff to join fitness or health clubs. Further information is available in the Health and Life Strategy.

Family care rooms

68.3 The Secretary will provide access to family care facilities to provide a resource for Staff to carry out aspects of their normal duties while caring for dependants, as an alternative to taking leave.

Facilities for breastfeeding

68.4 The Secretary will provide appropriate facilities for mothers to undertake breastfeeding, lactation and associated activities in the workplace.

68.5 Further information is available in the department's Breastfeeding/Lactation Guideline.

Environmental sustainability strategy

68.6 The Secretary will continue to improve the environmental performance of office operations through strategies addressing issues such as improving energy, waste management, and sustainability of major refurbishments.

68.7 Further information is in the department's Environmental Policy.

Employee Assistance Program

68.8 The Secretary will provide Staff and their families with access to confidential, professional counselling to assist with work or personal issues through provision of an external Employee Assistance Program (EAP).

Family care assistance

68.9 Where a Staff member is required by the department to be away from home outside the Staff member's Standard Day, and the Staff member incurs reasonable additional costs for family care arrangements the Staff member will be reimbursed those reasonable additional costs.

School holiday family care subsidy

- 68.10 Where a Staff member with school children has leave refused, has approved leave cancelled or is required to return from leave early because of departmental business requirements during school holidays, the Secretary will reimburse up to \$22 per child per day of the amount paid by the Staff member for each school child attending approved or registered care.
- 68.11 In the circumstances described above, where the Staff member can demonstrate that they would otherwise have taken personal responsibility for caring for other family members during school holidays, the Secretary may reimburse some or all of the amount paid by the Staff member for that family care.
- 68.12 The reimbursement will:
- a) apply only on the days when the Staff member is at work, except in exceptional circumstances determined by the Manager; and
 - b) be net of any government subsidy available to the Staff member.
- 68.13 Further information on family care assistance and the school holiday family care subsidy is available in the Family Care Assistance Guideline.

Influenza vaccinations

- 68.14 The Secretary will, on an annual basis, make appropriate arrangements for the provision of influenza vaccinations to all Staff at no cost.

Hepatitis B vaccinations

- 68.15 The Secretary will make appropriate arrangements for the provision of Hepatitis B vaccinations for Staff who, through the course of their work, are in regular contact with members of the community classified as at increased risk with regard to Hepatitis B.
- 68.16 Further information is available in the National Health and Medical Research Council Immunisation Handbook.

After hours use of taxis

- 68.17 The relevant Manager may approve the use of taxis by a Staff member for after hours work as part of their overall OH&S responsibility.
- 68.18 Further information is available in the department's Use of Taxis for After Hours Work Guideline.

Eyesight testing

- 68.19 The Secretary will provide for eyesight testing and reimbursement for prescribed eyesight correction (where not otherwise reimbursed under Medicare or private health insurance arrangements) to all Staff who, as an integral part of their duties, are required to:
- a) operate screen based equipment; and/or
 - b) undertake specialised work tasks which require particular visual acuity not normally required for general tasks (eg. microscopy).
- 68.20 For other tasks which require particular visual acuity (other than screen-based work) the range of test, testing procedures and reimbursement levels will be set by the management for that function (eg. the Therapeutic Goods Administration for microscopy work).
- 68.21 Staff are entitled to retesting at two-yearly intervals unless symptoms occur which indicate that further testing is necessary. Staff applying for testing more frequently than two-yearly intervals should support their applications with medical evidence.

Eyesight testing costs

68.22 The Secretary will pay the full cost of the initial testing. If a Staff member is referred by the person conducting the initial test to an ophthalmologist for a condition related to the purpose for which they are being tested, this referral will also be paid by the department.

Reimbursement of eyewear costs

68.23 Where spectacles are prescribed specifically for use with screen-based equipment, the department will reimburse up to:

- a) \$100 for single vision spectacles; and
- b) \$165 for bi-focal, multi-focal or tri-focal spectacles.

68.24 Visual correction that is recommended for general use, such as reading and driving, will not be reimbursed.

68.25 Further information on eyesight testing is available in the Eyesight Testing Guideline.

PART H – WORKFORCE PLANNING AND MANAGEMENT

69. Reassignment of duties

69.1 Having regard to individual circumstances, the Secretary may reassign a Staff member to other duties, including duties at a higher or lower classification, providing such duties are:

- a) within the limits of the Staff member's training, skill and capability;
- b) consistent with the Classification Rules 2000; and
- c) not designed to promote de-skilling.

Salary on reduction

69.2 Where a Staff member is temporarily reassigned duties at a lower work classification level, the Secretary may determine in writing, with agreement in writing from the Staff member, that the Staff member shall be paid a rate of salary applicable to the lower classification level. Such determination will specify the period for which the lower salary will apply.

69.3 This clause does not apply to decisions made by the Secretary in relation to breaches of the Code of Conduct or underperformance.

70. Temporary vacancy considerations

70.1 The Manager will consider whether:

- a) it is essential that the duties of the position be performed for the period of the vacancy;
- b) it is reasonable for other Staff to share the duties of the position for the period of the vacancy, provided the duties are within the training, skill and competence of Staff;
- c) there are delegations or statutory powers held by the position that cannot reasonably be exercised by another Staff member who holds those powers; and
- d) the position is involved in public contact and has to be Staffed to comply with client service standards.

Higher duties allowance recommendation

70.2 To be recommended for payment of HDA, a Staff member must have been rated at the second from the top of the four point PDS rating scale (or better) in the Staff member's substantive position or above, under the most recent PDS assessment (ie. the mid or end of cycle review), or where the Manager otherwise certifies that the Staff member should fill the position, including for developmental purposes.

70.3 Research Scientists and Legal Officers must have been rated at 'Fully Effective' or better using the five point rating scale as outlined in Part C.

Period of HDA attracting payment

70.4 Where a Staff member is performing higher duties for a continuous period of more than five working days, HDA is payable from the first day of the period of acting.

70.5 For the purpose of clause 70.4, 'continuous' means periods of higher duties unbroken by working days at or above a particular classification level.

70.6 Unless all members of the relevant team agree, Managers will not divide periods of HDA into periods of less than six working days.

Level of payment

- 70.7 Where a Staff member is to be paid HDA, the Staff member will be paid at the pay point nominated by their Manager, in consultation with the relevant Staff member, and recognising that there is an opportunity for the Staff member to be paid above the minimum pay point within the salary range of the higher position.
- 70.8 The pay point attained through salary advancement in previous periods of HDA at that classification level will be at least maintained.

Payment for partial performance

- 70.9 Where the full duties of the position are not being undertaken the Staff member and the Secretary may agree to payment at a point in a classification below that of the higher duties position.

Short term HDA and the PDS

- 70.10 Where a Staff member has been temporarily assigned duties of a higher classification, including for short periods, the performance of those duties will be taken into account in a Staff member's annual PDS review.

HDA and Senior Executive Service (SES) positions

- 70.11 Further information on remuneration for temporary assignment of duties at a SES level is available in the department's SES Remuneration Policy.

Staff on HDA for 12 months or more

- 70.12 Where a Staff member has performed higher duties in an ongoing vacant position for a continuous period of 12 months or more, the relevant Branch Head will endeavour to nominally fill the position as soon as practicable.

Public holidays or leave

- 70.13 A Staff member on HDA who is granted paid leave or who observes a public holiday will continue to receive HDA, payable having regard to the provisions of this section, during the Staff member's absence. HDA will not be paid beyond the date on which the Staff member would have ceased the period of acting had he or she not been absent. Where the period of leave is paid at less than full pay, payment of HDA will be made on a pro-rata basis.
- 70.14 Further information on temporary reassignment of duties and HDA is available in the department's Temporary Reassignment of Duties (higher duties and temporary transfer) Guideline.

71. Termination of employment

Grounds for termination of ongoing Staff

- 71.1 Where the Secretary considers whether to terminate an ongoing Staff member's employment in the department, the provisions of section 29 of the PS Act shall be applicable.

Procedures in the Agreement

- 71.2 Where procedures outlined in this Agreement may lead to termination of employment on any of the allowable grounds under section 29 of the PS Act, those procedures must be followed before an ongoing Staff member's employment may be terminated.

Right of review

- 71.3 The sole and exhaustive rights and remedies of a Staff member in relation to termination of employment are those that the Staff member has under:
- a) Parts 3-1 and 3-2 of the *Fair Work Act 2009*;
 - b) other Commonwealth laws; and
 - c) common law.
- 71.4 Termination of, or a decision to terminate, employment cannot be reviewed under the review of actions framework or dispute resolution procedure outlined in this Agreement.
- 71.5 Nothing in the Agreement prevents the Secretary from terminating the employment of a Staff member for serious misconduct, without further notice or payment in lieu, in accordance with the *Fair Work Act 2009* subject to compliance with the procedures established by the Secretary for determining whether a Staff member has breached the Code of Conduct under section 13 of the PS Act.

Separation from the Australian Public Service

- 71.6 Where a Staff member resigns on a public holiday, they will be deemed to have resigned on the last working day prior to the public holiday.

Death of a staff member

- 71.7 Where a Staff member dies whilst in employment, or the Secretary has directed that a Staff member is presumed to have died on a particular date whilst in employment, the Secretary will, subject to legal requirements, authorise the payment of the amount to which the former Staff member would have been entitled had he or she ceased employment by resignation or retirement. Long service leave credits will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.

PART I - Redeployment, reduction and retrenchment (RRR)

72. Excess staff

Definition

72.1 A Staff member is 'excess' when:

- a) they are included in a group of Staff in the department, comprising a greater number than is necessary for the efficient and economical working of the department;
- b) due to technological or other changes in the work methods of the department, or structural or other changes in the nature, extent or organisation of the functions of the department, the services of the Staff member cannot be effectively used; or
- c) the duties usually performed by the Staff member are to be performed at a different locality and the Staff member is not willing to perform those duties at the new locality, and the Secretary has determined that the provisions of this clause may apply to that Staff member .

Eligible staff

72.2 The provisions of this Part do not apply to non-ongoing Staff, Staff who are on probation or Staff who are still within the minimum employment period as defined in the *Fair Work Act 2009*.

Secretary's powers

72.3 The powers of the Secretary with regard to excess Staff allow the Secretary to:

- a) reassign duties to a Staff member within the department and determine the place at which the duties are performed
- b) consider options for redeployment of the Staff member to another APS agency
- c) reduce the classification level of a Staff member on the grounds that the Staff member is excess to the requirements of the department at the higher classification level
- d) terminate the employment of an ongoing Staff member on the grounds that the Staff member is excess to the requirements of the department.

APS Redeployment Guidelines

72.4 The Secretary will consider the APS Redeployment Guidelines in making any decision in respect to a potentially excess Staff member. The APS Redeployment Policy includes the option of job exchanges.

Timely advice

72.5 When the Secretary is aware that a Staff member is likely to become excess, the Secretary will advise the Staff member at the earliest practicable time.

72.6 The Secretary will hold discussions with the potentially excess Staff member to consider:

- a) redeployment opportunities for the Staff member concerned; and
- b) whether voluntary retrenchment might be appropriate.

Referral to staff member - initial consultation

- 72.7 Where a Staff member is identified as potentially excess, the Secretary will hold an initial consultation with the Staff member and/or the Staff member's representative.
- 72.8 During this initial consultation period of one month, unless the Staff member agrees to a lesser period, the Secretary will not:
- a) invite the Staff member to accept an offer of voluntary retrenchment; or
 - b) advise that Staff member in writing that they are excess.
- 72.9 The Secretary may, prior to the conclusion of these discussions, invite Staff who are not potentially excess to express an interest in voluntary retrenchment, where those retrenchments would permit the redeployment of Staff who are potentially excess. The Secretary will not advise a Staff member they are excess until the discussions referred to in clause 72.6 have occurred.

73. Voluntary retrenchment

- 73.1 Where the Secretary invites an excess Staff member to elect to accept voluntary retrenchment, the Staff member will have one month to accept or reject the invitation. The Secretary will not give notice of termination under section 29 of the PS Act on the grounds that the Staff member is excess to requirements, before the end of that period or until such election is received (where the election is received before the end of that period).

Information to staff member

- 73.2 At the time of inviting the Staff member to make an election, the Secretary will provide the Staff member the following information:
- a) the amounts of severance pay, payment in lieu of notice, and likely payment in lieu of leave credits;
 - b) the amount of accumulated superannuation contributions;
 - c) the options open to the Staff member concerning superannuation; and
 - d) the taxation rules applying to the various payments.

Financial assistance

- 73.3 Staff considering voluntary retrenchment also have access to financial assistance up to a total maximum of \$450 (inclusive of GST) for financial counselling, and a further \$450 (inclusive of GST) for career counselling where such career counselling is not otherwise provided through the department's external Employee Assistance Program.

Period of notice

- 73.4 Where a Staff member accepts an offer of voluntary retrenchment and the Secretary approves the Staff member's termination under section 29 of the PS Act, the Secretary will give the Staff member a period of notice of four weeks, or five weeks for a Staff member over 45 years of age with at least five years of continuous service.

Payment in lieu of notice

- 73.5 Where a Staff member retires or is retrenched at the beginning of, or within the notice period, he or she will receive payment in lieu of notice for the unexpired portion of the notice period.

74. Severance benefit

- 74.1 Where a Staff member accepts an offer of voluntary retrenchment and the Secretary terminates the Staff member's employment under section 29 of the PS Act, the Staff member is entitled to be paid a severance benefit of a sum equal to two weeks salary for each completed year of service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the Staff member is entitled to under the *Fair Work Act 2009* National Employment Standards (NES).
- 74.2 The minimum sum payable will be four weeks salary and the maximum will be 48 weeks salary.
- 74.3 The redundancy benefit will be calculated on a pro-rata basis for any period where a Staff member has worked part-time hours during the Staff member's period of service and the Staff member has less than 24 years full-time service, subject to any minimum amount the Staff member is entitled to under the NES.

Earlier periods of service

- 74.4 For earlier periods of service to count there must be no breaks between the periods of service, except where:
- a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the Staff member before ceasing employment with the preceding employer; or
 - b) the earlier period of service was with the APS and ceased because the Staff member was deemed to have resigned from the APS on marriage under the then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*.

Service for severance benefits purposes

- 74.5 Having regard to clause 74.4, and subject to clauses 74.1 to 74.3 and clause 74.8, service for severance benefit purposes means:
- a) service in the department;
 - b) government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - c) service with the Commonwealth (other than service with a Joint Commonwealth/State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - d) service with the Australian Defence Forces;
 - e) APS service immediately preceding deemed resignation under the then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*, if the service has not previously been recognised for redundancy pay purposes; and
 - f) Service in another organisation where a Staff member was transferred from the APS to that organisation with a transfer of function; or a Staff member engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

Service not to count

74.6 Having regard to clause 74.5, any period of service which ceased:

- a) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - i. the Staff member lacks, or has lost, an essential qualification for performing the Staff member's duties; or
 - ii. non-performance, or unsatisfactory performance, of duties; or
 - iii. inability to perform duties because of physical or mental incapacity; or
 - iv. failure to satisfactorily complete an entry level training course; or
 - v. failure to meet a condition imposed under subsection 22(6) of the PS Act; or
 - vi. a breach of the Code of Conduct; or
- b) on a ground equivalent to a ground listed in subparagraph (a) above under the repealed *Public Service Act 1922*; or
- c) through voluntary retrenchment at or above the minimum retiring age applicable to the Staff member; or
- d) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit

will not count as service for severance benefit purposes.

74.7 Absences from work which do not count as service for any purpose will not count as service for severance benefit purposes.

Part-time service

74.8 The severance benefit will be calculated on a pro-rata basis for any period where a Staff member has worked part-time hours during the Staff member's period of service and the Staff member has less than 24 years full time service.

Severance benefit - rate of payment

74.9 For the purpose of calculating any payment under this clause, salary will include:

- a) the Staff member's salary; or
- b) the salary of the higher position, where the Staff member has performed duties at the higher level for a continuous period of at least 12 months immediately preceding the date on which the Staff member is given notice of retrenchment; and
- c) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

75. Involuntary retrenchment

Retention periods

75.1 Where an excess Staff member has not accepted an offer of voluntary retrenchment, unless he/she agrees otherwise, the excess Staff member will not be involuntarily terminated by the Secretary under section 29 of the PS Act until the following retention periods have elapsed:

- a) 56 weeks where a Staff member has 20 or more years of service or is over 45 years of age; or
- b) 30 weeks for other Staff.

75.2 If a Staff member is entitled to a redundancy payment under the NES, the retention period at clauses 75.1 a) and b) above, is taken to include an employee's entitlement under the NES.

Retention period commencement

75.3 The retention period will commence on the earlier of the following:

- a) the day the Staff member is advised in writing by the Secretary that the Staff member is an excess Staff member; or
- b) one month after the day on which the Secretary invites the Staff member to elect to be voluntarily retrenched.

Redeployment attempts

75.4 During a retention period the Secretary will continue to provide appropriate training and take all reasonable steps to find alternative employment for the excess Staff member, including consideration of options such as redeployment and reduction of classification.

Extension of retention period due to illness

75.5 The retention period as provided for in this Agreement will be extended by periods of leave for personal illness or injury, where supported by satisfactory medical evidence.

Travel expenses incurred

75.6 The excess Staff member may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by a prospective employer.

Retirement during retention period

75.7 Where the Secretary believes there is insufficient productive work available for an excess Staff member during the retention period, the Secretary may, with the agreement of the Staff member, terminate the Staff member's employment under section 29 of the PS Act, and pay a lump sum comprising:

- a) the balance of the retention period (as shortened for the NES) under clauses 75.1 and 75.2 and this payment will be taken to include the payment in lieu of notice of termination of employment, plus;
- b) the Staff member's NES entitlement to redundancy pay.

Must receive offer of voluntary retrenchment

75.8 An excess Staff member will not be retrenched involuntarily where the Staff member:

- a) has not been invited to elect to be voluntarily retrenched; or
- b) has elected to be voluntarily retrenched but the Secretary has refused to approve it.

Notice period

75.9 An excess Staff member will be given four weeks notice (or five weeks notice for a Staff member over 45 years of age with at least five years of continuous service) where it is proposed that the Staff member will be involuntarily terminated under section 29 of the PS Act.

Reduction in classification

75.10 During a retention period, the Secretary:

- a) will continue to take reasonable steps to find alternative employment for the excess Staff member; and/or
- b) may, with four weeks notice, reduce the excess Staff member's classification as a means of securing alternative employment for the excess Staff member.

Income maintenance as a result of reduction in classification

75.11 Where an excess Staff member is reduced in classification before the end of the appropriate retention period, the Staff member will continue to be paid at the Staff member's previous level for the balance of the retention period with the exception of reductions in line with section 15 of the PS Act.

PART J – PEOPLE MANAGEMENT

76. General

76.1 All Staff are required to maintain knowledge of the employment framework provided in this Agreement. Further information on general performance expectations and effective people management is available in the Employment Guidelines, the Capability Map and Work Level Standards.

Fitness for duty

76.2 The process for managing health related employment issues is set out in the department's Fitness for Continued Duty Guideline.

Loss of essential qualifications

76.3 Where a Staff member loses an essential qualification, the Staff member's ongoing employment will be discussed between the Staff member and the Secretary.

Work Level Standards

76.4 All Managers should take into account the objectives and principles of the department's Work Level Standards, in:

- a) creating new, or reviewing existing positions;
- b) determining required performance standards and development needs of Staff;
- c) allocating tasks.

77. Performance management

77.1 The PDS is the department's key performance management and development system for Staff. The department's performance management expectations for a Staff member are set out in the department's PDS, Capability Map and Work Level Standards.

77.2 Specific performance requirements will be outlined in a Staff member's PDS agreement. The PDS provides the basis for individual salary advancement, based on a four-point scale (five-point scale for Research Scientist and Legal Officers), through salary ranges for the Staff member's current classification.

77.3 The principles of the PDS include joint responsibility, agreement, fairness, equity, consistency and 'no surprises'.

Joint responsibility

77.4 The Staff member and the Staff member's Manager are jointly responsible for developing a PDS agreement. Feedback regarding a Staff member's performance is part of ongoing activities, including the opportunity for informal upwards feedback. Managers will apply a 'no surprises' principle to keep a Staff member regularly informed of the Staff member's performance throughout the PDS cycle.

Four week improvement period

77.5 A Staff member will be provided a minimum of four weeks, prior to the end of cycle assessment, to improve the Staff member's performance where it is below the performance standards.

Formal assessment points

77.6 Two formal PDS assessment will occur with:

- a) one at the mid cycle in February, and
- b) one at the end of the cycle in July.

77.7 Further information on the PDS is available in the department's PDS Guidelines.

78. Managing underperformance

Performance standards

- 78.1 The performance standard assessed through the PDS is the second from the top rating on the four-point PDS rating scale (third from the top rating on the five-point PDS rating for Research Scientists and Legal Officers).
- 78.2 The department is committed to clearly defining work performance standards with a Staff member. Staff will receive regular and specific feedback on the Staff member's performance and will be provided with appropriate support from the Staff member's Manager in meeting expected performance standards.

Principles

- 78.3 In addressing underperformance the PDS framework is designed to:
- a) be timely and effective;
 - b) restore performance of the Staff member to the required standard;
 - c) have regard to the individual circumstances of the Staff member, including any health issues;
 - d) have regard to natural justice and procedural fairness;
 - e) include learning and development as the focus for improving performance
 - f) have active performance management as an integral part of the workplace culture;
 - g) require performance measures and standards to be clearly defined.

Application of the framework

- 78.4 The framework does not apply to:
- a) a Staff member during a period of probation;
 - b) a non-ongoing Staff member; or
 - c) a Staff member being case managed due to a suspected breach of the code of conduct, identified medical condition/injury or loss of essential qualifications.
- 78.5 Further information on the framework for managing cases of underperformance is available in the department's Managing Underperformance Guideline.

79. Skills and knowledge development

Learning and development

- 79.1 The Secretary recognises the importance of a comprehensive learning and development framework for all Staff and Managers that:
- a) develops and supports professional and technical expertise;
 - b) articulates organisational priorities and the range of learning and development mechanisms consistently available to support the development of Staff to meet the priority capabilities, skills and knowledge identified in their PDS individual development plans and for the Staff member's level and work area;
 - c) recognises the role of relevant external studies, and provides support for approved tertiary studies through the Studybank scheme; and
 - d) develops the skills and capabilities of Managers to deliver business outcomes.
- 79.2 Staff and Managers should use this framework in their PDS discussions to set goals and agree on Individual Development Plans.

80. Continuing professional development

Professional appointments with mandatory qualifications

80.1 The department recognises that a number of professional employment streams including, but not limited to, medical, legal, and nursing require continuing professional development to maintain their qualifications, practicing certificates and relevant skills. The department will:

- a) provide access to training; or
- b) on application meet the reasonable costs of continuing professional development;

for a Staff member in a professional stream for which the department requires the Staff member to hold mandatory qualifications.

80.2 Where a Staff member has received a Professional Development Allowance (PDA), that PDA must be used entirely before an application under clause 80.1(b) is made.

Commonwealth Nursing Officers (CNOs)

80.3 To assist with maintaining professional registration standards and undertaking their professional roles, CNOs will receive a PDA of \$2000 per annum paid fortnightly. Treatment of this allowance for particular purposes is at Attachment B.

Medical Officers – professional development

80.4 Medical Officers are eligible to receive a PDA of \$4500 each financial year on a reimbursement basis, to assist in attaining and maintaining work relevant agreed skills and knowledge. Part-time Medical Officers will have access to the full amount of PDA.

80.5 The allowance will be available pro-rata for Medical Officers commencing service part way through a financial year.

80.6 The allowance rate may be increased by the Secretary in circumstances where it is agreed that the standard amount is insufficient to meet relevant and approved professional development.

80.7 As part of the PDS process, Medical Officers will identify their learning and development needs as agreed with the Staff member's Manager. Where Medical Officers attend training or courses identified on their Individual Development Plan (IDP) they will be considered to be on duty and no leave application is required.

80.8 In addition, attendance at conferences and seminars may be granted by the Secretary where it is directly relevant to the Medical Officer's current role, and having regard to any necessary medical registration or medical college requirements and operational requirements. In these circumstances the absence will be treated the same as for attendance at approved training or courses.

Right to medical practice through outside employment

80.9 Where approved, Medical Officers may engage in outside medical practice to a maximum of half a day per week (averaged over a 12 month period) during normal working hours, with no adjustment to salary.

80.10 Medical Officers may access up to an additional four half days per month during normal working hours for outside medical practice subject to operational requirements and the agreement of the Manager and the Chief Medical Officer or Principal Medical Advisor of the Therapeutic Goods Authority (TGA) (as appropriate). This additional time will be taken as leave without pay or 'made up' at another time.

80.11 Access to outside medical practice will be pro-rata for part-time Medical Officers.

80.12 Further Information about provisions for Medical Officers is available in the Medical Officer Guideline.

81. Workplace diversity

- 81.1 The department is an inclusive organisation that values fairness, equity and diversity consistent with the APS Values and Code of Conduct.
- 81.2 The Secretary respects and values the diversity of its workforce, provides support and education to prevent and eliminate harassment and bullying, and discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, and social origin, in accordance with our obligations under section 351 of the *Fair Work Act 2009*.
- 81.3 This Agreement and the department's workplace diversity and anti-harassment initiatives, including the Workplace Harassment Contact Officer program, support and comply with the department's obligations under Commonwealth anti-discrimination legislation and principles of reasonable adjustment.
- 81.4 The department will make reasonable endeavours over the life of the Agreement to make adaptive technologies and flexible working arrangements available to Staff identifying with a disability.

Aboriginal and Torres Strait Islander staff

- 81.5 The department will continue to develop and implement strategies to provide a sensitive and supportive working environment for Aboriginal and Torres Strait Islander Staff that includes culturally responsive professional training, support and career development opportunities. The department is committed to ensuring that our workplace is culturally safe and supportive for all.
- 81.6 The department's Reconciliation Action Plan and Aboriginal and Torres Strait Islander Workforce Action Plan articulate the commitment to recruit, retain and develop Aboriginal and Torres Strait Islander people and increase the cultural awareness of non-Aboriginal and Torres Strait Islander Staff. In doing so the department will continue to work with and support the Aboriginal and Torres Strait Islander Staff Network.
- 81.7 Consistent with the Government's commitment through COAG to increase Aboriginal and Torres Strait Islander employment to 2.7% by 2015, the department will make all reasonable endeavours during the life of the Agreement with this goal in mind. The department in consultation with Staff and representatives, will implement targeted strategies to improve the attraction and retention of Aboriginal and Torres Strait Islander Staff.
- 81.8 The Aboriginal and Torres Strait Islander Staff Network will be maintained. The Network will be open to all Aboriginal and Torres Strait Islander Staff.

Supporting mature age staff

- 81.9 The Secretary values the extensive skills, expertise and corporate knowledge held by mature age Staff.

Financial assistance

- 81.10 To assist with retirement planning, Staff 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.
- 81.11 Further information regarding support for mature age Staff is available in the Mature Age Staff Policy.

PART K – CONSULTATION AND DISPUTE RESOLUTION

82. Staff/workplace participation

Staff member representation

- 82.1 Staff have the right to be represented by their Union in the workplace.
- 82.2 The parties acknowledge that a relationship at work includes ongoing interaction and discussions between the Staff member and their Manager. Where either the Staff member or their Manager feel there are significant issues of concern about the Staff member's employment the Staff member can elect to have:
- a) a support person to provide personal support to the Staff member and will not act as the Staff member's advocate; and/or
 - b) a representative who may advocate on behalf of the Staff member.

National Staff Participation Forum (NSPF)

- 82.3 The Secretary will continue to support Staff' participation fora at the national and unit level. The National Staff Participation Forum (NSPF) is the peak Staff' consultation body within the department. The terms of reference of the NSPF will be agreed in consultation with Staff and their representatives. Further information on the NSPF including membership is available in the NSPF Terms of Reference.
- 82.4 The Secretary will consult with the NSPF and affected Staff at the earliest possible time on issues relating to the implementation and operation of this Agreement and issues affecting the employment conditions of Staff, including major change.
- 82.5 The Secretary will provide relevant information to the Staff or their representatives in a timely manner.

Broader consultation

- 82.6 The Secretary will continue to engage in broader consultation with Staff and/or their representatives as and when required.

Consultation on major change

- 82.7 Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on Staff, the Secretary will notify the Staff who are likely to be affected by the proposed changes and their representatives, if any.
- 82.8 Significant effects include:
- a) terminations of employment;
 - b) major changes in the composition, operation or size of the department's workforce or in the skills required;
 - c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - d) significant alteration in hours of work;
 - e) the need to retrain employees;
 - f) the need to relocate employees to another workplace;
 - g) the major restructuring of jobs.
- 82.9 The Secretary must discuss with the Staff affected and their representatives the introduction of the changes referred to in clause 82.8, the effects the changes are likely to have on Staff and measures to avert or mitigate the adverse effects of such changes on Staff and must give prompt consideration to matters raised by the Staff and/or representatives in relation to the changes.

- 82.10 The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 82.8.
- 82.11 For the purposes of such discussion, the Staff concerned and their representatives, if any, are to be provided in writing relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Staff and any other matters likely to affect Staff. The Secretary is not required to disclose confidential or commercially sensitive information to the Staff.

Workplace delegates

- 82.12 The department recognises, respects and will facilitate the roles undertaken by union workplace delegates and other elected union representatives at the workplace level.
- 82.13 Further information about facilities available for union workplace delegates and other elected union representatives is set in Attachment C of the Agreement and should be read in conjunction with the department's Union Negotiation, Communication and Access to Workplace Protocols.

83. Fair treatment and review of actions

- 83.1 Staff may access both informal and formal processes to resolve a matter in the workplace. These processes complement the dispute resolution procedures in this agreement and review of action provisions in the PS Act.
- 83.2 Further information is available in the Fair Treatment and Review of Actions Policy.

84. Dispute Resolution Procedures (DRP)

Application of DRP

- 84.1 The DRP will apply to disputes under the Agreement, the NES or disputes in relation to OH&S matters.

Resolution at the workplace level

- 84.2 Wherever it is possible, disputes will be promptly resolved at the workplace level. Where this is not possible, the dispute may be referred to more senior levels of management, for attempt at resolution with the Staff member, and their representatives. A Staff member's choice of representation will be respected by the department.

Work to continue

- 84.3 Work will continue as normal while the DRP are applied and a Staff member must comply with a direction given by the Secretary to perform other available work at the same workplace, or at another workplace, unless:
- a) the work is not safe; or
 - b) applicable occupational health and safety legislation would not permit the work to be performed; or
 - c) the work is not within the capacity or skills sets of the Staff member to perform.

Representation during dispute

- 84.4 Throughout the DRP outlined in this section, a Staff member or group of Staff may be represented by a person or persons of their choice in relation to that dispute. A Staff member's or group of Staff' choice to be represented will be respected by the department.

Referral to mediation

- 84.5 The parties to the dispute may agree to refer a matter in dispute to an independent mediator. A Staff member or group of Staff cannot be compelled to agree to mediation and may refer any matter in dispute to Fair Work Australia (FWA).
- 84.6 Reasonable costs incurred for mediation services will be borne by the department.

Referral to Fair Work Australia

- 84.7 If a dispute in relation to a matter arising under the Agreement is unable to be resolved and all agreed steps for resolving it have been taken, the dispute may be referred by either party to FWA, or such other party as may be agreed by the parties for resolution by conciliation in the first instance and, where the matter in dispute remains unresolved, arbitration.
- 84.8 If arbitration is necessary FWA may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which in the opinion of FWA are necessary to make the arbitration effective.
- 84.9 FWA may deal with the dispute in two stages:
- a) FWA will attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if FWA is unable to resolve the dispute at the first stage, FWA may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- 84.10 FWA may dismiss or refrain from further hearing a matter or part of a matter which in the view of FWA is vexatious, or where either or both parties to the dispute have not made genuine attempts to resolve the matter at the workplace level through appropriate notifications, identification of issues and reasonable discussions.
- 84.11 Any decision or direction FWA makes in relation to the dispute, including procedural directions, shall be accepted by all affected persons, and as a result of arbitration shall be accepted by the parties as settlement of the dispute and will be complied with, subject to either party exercising a right of appeal against the decision to a Full Bench.

Attachment A – Salary tables

APS levels salary structure

±APS5 (and their equivalents) and Graduate salary increases provided in Attachment D have been incorporated in the salary tables below.

Classification	Before lodgement	On commencement	1 July 2012	1 July 2013
Executive Level 2 (EL2)	\$122,427	\$126,712	\$130,514	\$133,777
	\$116,550	\$120,630	\$124,249	\$127,355
	\$112,784	\$116,732	\$120,234	\$123,240
	\$103,406	\$107,026	\$110,236	\$112,992
Executive Level 1 (EL1)	\$98,849	\$102,309	\$105,378	\$108,013
	\$94,937	\$98,260	\$101,208	\$103,738
	\$90,442	\$93,608	\$96,416	\$98,827
	\$86,670	\$89,704	\$92,395	\$94,705
APS 6	\$79,567	\$82,352	\$84,823	\$86,943
	\$77,824	\$80,548	\$82,965	\$85,039
	\$73,949	\$76,538	\$78,834	\$80,805
	\$70,528	\$72,997	\$75,187	\$77,067
APS 5\pm	\$67,479	\$69,841	\$72,635	\$74,451
	\$65,671	\$67,970	\$69,329	\$70,716
	\$63,932	\$66,170	\$67,494	\$68,843
APS 4	\$62,107	\$64,281	\$66,210	\$67,865
	\$60,397	\$62,511	\$64,387	\$65,996
	\$58,780	\$60,838	\$62,663	\$64,229
APS 3	\$57,506	\$59,519	\$61,305	\$62,837
	\$54,897	\$56,819	\$58,523	\$59,987
	\$53,350	\$55,218	\$56,874	\$58,296
	\$51,881	\$53,697	\$55,308	\$56,691
APS 2	\$48,991	\$50,706	\$52,227	\$53,533
	\$47,629	\$49,297	\$50,775	\$52,045
	\$46,241	\$47,860	\$49,296	\$50,528
	\$44,894	\$46,466	\$47,860	\$49,056
APS 1 (adult)	\$43,140	\$44,650	\$45,990	\$47,140
	\$41,133	\$42,573	\$43,850	\$44,947
	\$39,771	\$41,163	\$42,398	\$43,458
	\$38,413	\$39,758	\$40,951	\$41,974
(at 20 years)	\$34,956	\$36,180	\$37,265	\$38,197
(at 19 years)	\$31,115	\$32,205	\$33,171	\$34,000
(at 18 years)	\$26,889	\$27,831	\$28,666	\$29,382
(under 18 years)	\$23,048	\$23,855	\$24,571	\$25,185

Graduate APS salary structure – commencement salary

Classification	Before lodgement	On commencement	1 July 2012	1 July 2013
Graduate APS±	\$49,100	\$50,819	\$52,344	\$53,652

Professional 1 salary structure

Local title	Classification	Before lodgement	On commencement	1 July 2012	1 July 2013
Professional 1	APS 5±	\$67,479	\$69,841	\$72,635	\$74,451
	APS 5±	\$65,671	\$67,970	\$69,329	\$70,716
	APS 4	\$60,397	\$62,511	\$64,387	\$65,996
	APS 4 #	\$58,780	\$60,838	\$62,663	\$64,229
	APS 3 ##	\$54,897	\$56,819	\$58,523	\$59,987
	APS 3	\$53,350	\$55,218	\$56,874	\$58,296

salary on commencement for a 4 year degree (or higher)

salary on commencement for a 3 year degree

Medical Officer salary structure

Classification	Before lodgement	On commencement	1 July 2012	1 July 2013
Medical Officer Class 4	\$147,058	\$152,206	\$156,772	\$160,691
	\$138,808	\$143,667	\$147,977	\$151,676
	\$133,603	\$138,280	\$142,428	\$145,989
Medical Officer Class 3	\$128,273	\$132,763	\$136,746	\$140,165
	\$122,513	\$126,801	\$130,605	\$133,871
Medical Officer Class 2	\$115,447	\$119,488	\$123,073	\$126,150
	\$109,568	\$113,403	\$116,805	\$119,726
Medical Officer Class 1	\$100,128	\$103,633	\$106,742	\$109,410
	\$90,706	\$93,881	\$96,698	\$99,115
	\$84,280	\$87,230	\$89,847	\$92,093
	\$77,799	\$80,522	\$82,938	\$85,012

Legal salary structure

Local title	Classification	Before lodgement	On Commencement	1 July 2012	1 July 2013
Legal 2	EL2	\$126,713	\$131,148	\$135,083	\$138,460
		\$121,213	\$125,456	\$129,220	\$132,450
		\$117,295	\$121,401	\$125,043	\$128,169
Legal 1	EL1	\$107,252	\$111,006	\$114,336	\$117,195
		\$98,735	\$102,191	\$105,257	\$107,888
		\$90,442	\$93,607	\$96,416	\$98,827
	APS 6	\$77,824	\$80,548	\$82,965	\$85,039
		\$73,949	\$76,538	\$78,834	\$80,805
		\$70,528	\$72,997	\$75,187	\$77,067
	APS 5	\$65,279	\$67,564	\$69,591	\$71,331
	APS 4	\$61,199	\$63,341	\$65,241	\$66,872

Public Affairs Officer salary structure

Local Title	Classification	Before lodgement	On commencement	1 July 2012	1 July 2013
Senior Public Affairs 2	EL2	\$127,325	\$131,782	\$135,735	\$139,129
		\$122,377	\$126,661	\$130,461	\$133,722
Senior Public Affairs 1	EL2	\$116,550	\$120,630	\$124,249	\$127,355
Public Affairs 3	EL1	\$106,263	\$109,983	\$113,282	\$116,114
		\$101,108	\$104,647	\$107,787	\$110,481
		\$94,963	\$98,287	\$101,236	\$103,767
Public Affairs 2	APS 6	\$79,649	\$82,437	\$84,910	\$87,033
		\$73,949	\$76,538	\$78,834	\$80,805
		\$70,528	\$72,997	\$75,187	\$77,067
Public Affairs 1	APS 5±	\$67,479	\$69,841	\$72,635	\$74,451
		\$65,671	\$67,970	\$69,329	\$70,716
	APS 4 APS 4*	\$62,107	\$64,281	\$66,210	\$67,865
		\$58,780	\$60,838	\$62,663	\$64,229

* This level is generally reserved for Staff with less than two years experience.

Research Scientist salary structure

Local Title	Classification	Before lodgement	On commencement	1 July 2012	1 July 2013
Senior Principal Research Scientist	EL2	\$155,483	\$160,925	\$165,753	\$169,897
		\$139,862	\$144,758	\$149,100	\$152,828
Principal Research Scientist	EL2	\$137,118	\$141,918	\$146,175	\$149,830
		\$132,868	\$137,519	\$141,644	\$145,186
		\$127,446	\$131,907	\$135,864	\$139,261
		\$124,086	\$128,430	\$132,282	\$135,589
		\$119,484	\$123,666	\$127,376	\$130,561
Senior Research Scientist	EL2	\$124,509	\$128,867	\$132,733	\$136,052
		\$116,550	\$120,630	\$124,249	\$127,355
		\$112,784	\$116,732	\$120,234	\$123,240
		\$103,406	\$107,026	\$110,236	\$112,992
Research Scientist	EL1	\$93,134	\$96,394	\$99,286	\$101,768
		\$86,670	\$89,704	\$92,395	\$94,705
	APS 6	\$74,086	\$76,680	\$78,980	\$80,954
		\$70,217	\$72,675	\$74,855	\$76,726
		\$68,307	\$70,698	\$72,819	\$74,640

Cadet APS salary structure

Classification	Before lodgement	On commencement	1 July 2012	1 July 2013
Cadet full-time study	\$21,482	\$22,234	\$22,901	\$23,474
(at 20 years)	\$19,548	\$20,233	\$20,840	\$21,361
(at 19 years)	\$17,400	\$18,009	\$18,550	\$19,014
(at 18 years)	\$15,037	\$15,564	\$16,031	\$16,431
(under 18 years)	\$12,889	\$13,341	\$13,741	\$14,084
Cadet practical training (adult)	\$42,969	\$44,473	\$45,808	\$46,953
	\$40,665	\$42,089	\$43,351	\$44,435
	\$39,596	\$40,982	\$42,212	\$43,267
	\$38,311	\$39,652	\$40,842	\$41,863
(at 20 years)	\$34,863	\$36,084	\$37,166	\$38,095
(at 19 years)	\$31,032	\$32,119	\$33,082	\$33,909
(at 18 years)	\$26,818	\$27,757	\$28,590	\$29,305
(under 18 years)	\$22,986	\$23,791	\$24,505	\$25,117

Trainee salary structure

SKILL LEVEL A*	Before lodgement			On commencement			1 July 2012			1 July 2013		
	Highest year of schooling completed	Yr 10	Yr 11	Yr 12	Yr 10	Yr 11	Yr 12	Yr 10	Yr 11	Yr 12	Yr 10	Yr 11
School leaver	\$222 (50%)**	\$274 (33%)**	\$376	\$230	\$284	\$390	\$237	\$293	\$401	\$243	\$300	\$411
School leaver	\$259 (33%)**	\$310 (25%)**	\$376	\$269	\$321	\$390	\$277	\$331	\$401	\$284	\$339	\$411
Plus 1 year out of school	\$310	\$376	\$438	\$321	\$390	\$454	\$331	\$401	\$467	\$339	\$411	\$479
Plus 2 years	\$376	\$438	\$507	\$389	\$454	\$525	\$401	\$467	\$541	\$411	\$479	\$554
Plus 3 years	\$438	\$507	\$580	\$454	\$525	\$601	\$467	\$540	\$619	\$479	\$554	\$634
Plus 4 years	\$507	\$580	\$580	\$525	\$601	\$601	\$540	\$619	\$619	\$554	\$634	\$634
Plus 5 years	\$580	\$580	\$580	\$601	\$601	\$601	\$619	\$619	\$619	\$634	\$634	\$634

SKILL LEVEL B*	Before Lodgement			On commencement			1 July 2012			1 July 2013		
	Highest year of schooling completed	Yr 10	Yr 11	Yr 12	Yr 10	Yr 11	Yr 12	Yr 10	Yr 11	Yr 12	Yr 10	Yr 11
School Leaver	\$222 (50%)**	\$274 (33%)**	\$362	\$230	\$284	\$375	\$237	\$293	\$386	\$243	\$300	\$396
School Leaver	\$259 (33%)**	\$310 (25%)**	\$362	\$269	\$321	\$375	\$277	\$331	\$386	\$284	\$339	\$396
Plus 1 year out of school	\$310	\$362	\$417	\$321	\$375	\$432	\$331	\$386	\$445	\$339	\$396	\$456
Plus 2 years	\$362	\$417	\$488	\$375	\$432	\$506	\$386	\$445	\$521	\$396	\$456	\$534
Plus 3 years	\$417	\$488	\$555	\$432	\$506	\$575	\$445	\$521	\$592	\$456	\$534	\$607
Plus 4 years	\$488	\$555	\$555	\$505	\$575	\$575	\$521	\$592	\$592	\$534	\$607	\$607
Plus 5 years	\$555	\$555	\$555	\$575	\$575	\$575	\$592	\$592	\$592	\$607	\$607	\$607

* For the purpose of this table, 'out of school' will refer only to periods out of school beyond Year 10, and will be deemed to:

- include any period of schooling beyond Year 10 which was not part of, nor contributed to, a completed year of schooling;
- include any period during which a trainee repeats, in whole or part, a year of schooling beyond Year 10;
- not include any period during a calendar year in which a year of schooling is completed; and
- have effect on an anniversary date being 1 August each year.

** Figures in brackets indicate the average proportion of time spent in approved training to which the associated salary range is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 percent.

Attachment B – Recognition of allowances for particular purposes

	Counts as salary for superannuation purposes (CSS and PSSdb only. Members of other superannuation funds refer to clause 42)	Counts towards salary for calculation of additional duty salary	Payable during long service leave	Payable during recreation leave	Reduced pro rata during period of half pay leave (if payable during leave)	Included in income maintenance for excess Staff	Included in salary for calculation of retrenchment severance payments	Included in salary for payment in lieu of notice of termination of employment	Payment in lieu of long service leave	Payment in lieu of recreation leave
Higher duties allowance	@	✓	*	*	✓	*	*	*	#	^
SPA1 Allowance	✓	✓	*	*	✓	*	*	*	#	^
CNO Professional Development Allowance	✓	X	✓	✓	✓	✓	✓	✓	✓	✓
Medical Officer Professional Development Allowance	X	X	X	X	X	X	X	X	X	X
Workplace Responsibility Allowance	✓	X	X	X	X	X	X	✓	X	X
Restriction Allowance	@	X	X	X	X	*	X	*	X	X
Departmental Liaison Officer Allowance	@	X	*	*	✓	✓	✓	✓	#	^
Disruption Allowance	X	X	X	X	X	X	X	✓	X	X
District Allowance	X	X	*	*	✓	✓	✓	✓	^	*
Community Language Allowance	✓	X	*	*	✓	✓	✓	✓	X	X

Key

*	Yes, subject to certain conditions
#	Yes, if in receipt of allowance for a continuous period of greater than 12 months
✓	Yes
^	Yes, if in receipt of allowance on last day of service
X	No
@	Yes, subject to a qualifying period in accordance with the Superannuation (CSS/PSS) Salary Regulations 1978, unless indicated otherwise in this Agreement

Attachment C - Principles relating to workplace delegates

1. The role of union workplace delegates and other elected union representatives is to be respected and facilitated.
2. The department and union workplace delegates must deal with each other in good faith.
3. In discharging their representative roles at the workplace level, the rights of union workplace delegates 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 department 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 whom they represent, as per the *Fair Work Act 2009*;
 - d) the right to reasonable paid time to provide information to and seek feedback from Staff in the workplace on workplace relations matters at the department during normal working hours;
 - e) the right to email Staff in their workplace to provide information and seek feedback, subject to individual Staff exercising a right to 'opt out';
 - f) undertaking their role and having union representation on an department's workplace relations consultative committee;
 - g) reasonable access to department facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where Staff meet) for the purpose of carrying out work as a delegate and consulting with members and other interested Staff and the union, subject to department policies and protocols;
 - h) the right to address new Staff about union membership at the time they enter employment;
 - i) the right to consultation, and access to relevant information about the workplace and the department; and
 - j) the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.
4. In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:
 - a) reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union Staff and officials in the workplace;
 - b) reasonable access to appropriate training in workplace relations matters including training provided by a union;
 - c) reasonable paid time off to represent union members in the department at relevant union forums.
5. In exercising their rights, workplace delegates and unions will consider operational issues, the department's policies and guidelines and the likely affect on the efficient operation of the department and the provision of services by the Commonwealth.
6. For the avoidance of doubt, elected union representatives include APS Staff elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and ANF Branch members.

Attachment D – Transitional arrangements for APS 5 and Graduate classifications

1. Staff who immediately before the date of commencement of this Agreement, were at the APS5 and equivalent classifications, will be paid as specified in Table A below. Salary advancement to the next pay point will be in accordance with clause 17 of this Agreement.
2. Increases to the pay points have been applied in accordance with the following percentages:
 - a) On 1 July 2012 the top pay point of the APS5 (and equivalent classifications) will be increased by 4%.
 - b) On 1 July 2012 the second and minimum pay points of the APS5 (and equivalent classifications) will be increased by 2%.
 - c) On 1 July 2013 the top pay point of the APS5 (and equivalent classifications) will be increased by 2.5%.
 - d) On 1 July 2013 the second and minimum pay points of the APS5 (and equivalent classifications) will be increased by 2%.

Table A

Classification	Rate before commencement	Rate on commencement 3.5%	1 July 2012	1 July 2013
APS 5			4%	2.5%
	\$67,479	\$69,841	\$72,635	\$74,451
			2%	2%
	\$65,671	\$67,970	\$69,329	\$70,716
	\$63,932	\$66,170	\$67,494	\$68,843
Public Affairs				
APS 5	\$67,479	\$69,841	\$72,635	\$74,451
	\$65,671	\$67,970	\$69,329	\$70,716
Professional 1				
APS 5	\$67,479	\$69,841	\$72,635	\$74,451
APS 5	\$65,671	\$67,970	\$69,329	\$70,716

3. Graduate APS salaries have been adjusted in accordance with Table B below.

Graduate APS salary structure – commencement salary

Table B

Classification	Adjusted rate	On commencement	1 July 2012	1 July 2013
Graduate APS±	\$49,100	\$50,819	\$52,344	\$53,652

Signatories

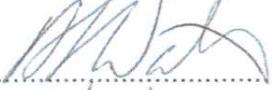
Employer

Signed on behalf of the Secretary of the Department of Health and Ageing

Signed: 
Name: Samantha Palmer
Date: 17/11/2011

Other

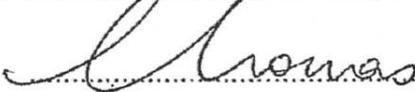
On behalf of the Community and Public Sector Union (CPSU) by its nominated representative:

Signed: 
Full Name of authorised person: Australia Waters
Date: 17/11/11 (Title): Deputy National President

On behalf of the Australian Manufacturing Workers' Union (AMWU) by its nominated representative:

Signed: 
Full Name of authorised person: Robyn Fortescue
Date: 22/11/2011 (Title): SECRETARY TSA DIVISION NSW/AC

On behalf of the Australian Nursing Federation (ANF) by its nominated representative:

Signed: 
Full Name of authorised person: Lee Thomas
Date: 17/11/11 (Title): Federal Secretary

On behalf of the Australian Salaried Medical Officer's Federation, Commonwealth Branch (ASMOF) by its nominated representative:

Signed: 
Full Name of authorised person: WAYNE ARTHUR
Date: 17 NOV 2011 (Title): INDUSTRIAL OFFICER, ASMOF

On behalf of the Media Entertainment and Arts Alliance (MEAA) by its nominated representative:

Signed: 
Full Name of authorised person: Christopher Wain
Date: 17/11/2011 (Title): Federal Secretary