



Australian Government

**Department of Broadband,
Communications and the Digital Economy**

Department of Broadband,
Communications and the Digital Economy
Enterprise Agreement 2011 - 2014

Valuing and supporting our staff in
achieving the Department's goals

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Part 1 — Scope of the Enterprise Agreement

- 1.1 Title This Enterprise Agreement will be known as the Department of Broadband, Communications and the Digital Economy Enterprise Agreement 2011 - 2014 (the Agreement).
- 1.2 Application This Agreement is made in accordance with section 172 of the *Fair Work Act 2009* (the FW Act).
- 1.3 This Agreement covers the Secretary of the Department on behalf of the Commonwealth of Australia and non-SES employees employed in the Department under the *Public Service Act 1999* (the PS Act). Where the Community and Public Sector Union (CPSU) and the Media Entertainment and Arts Alliance (MEAA) give notice in accordance with subsection 183(1) of the FW Act, Fair Work Australia will note in its decision to approve this agreement that the Agreement covers the CPSU and the MEAA.
- 1.4 Delegation The Secretary may, in writing, delegate all or any of the powers and functions under this Agreement conferred on the Secretary, including the power of delegation, and may do so subject to conditions. For more information on the Secretary's delegated powers, employees should consult the Department's Human Resources Delegation Schedule.
- 1.5 Duration This Agreement will commence on 1 July 2011 or 7 days after approval by Fair Work Australia, whichever is the later, and will nominally expire on 30 June 2014.
- 1.6 Closed Agreement This Agreement states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a relevant Commonwealth law or implied at common law.
- 1.7 From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.
- 1.8 The operation of this Agreement is supported by the Department's policies, procedures, and guidelines. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.

1.9

This Agreement does not affect an employee's entitlements, if any, contained in the PS Act, the FW Act and other Commonwealth legislation, including legislation relating to:

- a) Long Service Leave;
- b) Maternity Leave;
- c) Superannuation;
- d) Occupational Health and Safety;
- e) Workers' Compensation; and
- f) Review of Actions.

1.10 Formal Acceptance of the Agreement

This Agreement is made under Part 2–4 of the FW Act.

By signing below, the employer and the bargaining representatives signify their agreement to its terms.

..... Date.....
Peter Harris, Secretary of the Department
of Broadband, Communications and the
Digital Economy

..... Date.....
Alistair Waters, on behalf of the Community and
Public Sector Union

..... Date.....
Michael White, on behalf of the Media,
Entertainment and Arts Alliance

Address for Michael Andrew White and Alistair John Waters:
40 Brisbane Ave, Barton ACT 2600

Address for Peter Noel Harris:
38 Sydney Avenue, Forrest ACT 2603

Part 2 — Objectives and Working Environment

- 2.1 Objectives The objectives of this Agreement are :
- 2.2 Attracting and retaining the right people in the right positions through effective workforce planning, fair, transparent and efficient recruitment and selection processes, providing rewarding career development opportunities, effective communication, appropriate recognition and reward mechanisms, including incentives for high performance, and strong leadership.
- 2.3 Building capability through openness to new ideas, regular and constructive feedback and a strong commitment to developing all employees to their full potential by providing a range of learning and development opportunities and recognising the importance of supporting the development of our employees to achieve the best possible business outcomes for our clients. Learning and development activities will be offered including:
- a) orientation;
 - b) capability development programs;
 - c) core training programs;
 - d) IT and technical training;
 - e) on the job learning, including coaching and mentoring;
 - f) the ongoing use of Studies Assistance in accordance with clauses 5.28 and 5.29; and as appropriate;
 - g) opportunities to attend external specialist training and seminars.
- Managers and employees are responsible for addressing the learning and ongoing development needs of individual employees through the performance management system.
- 2.4 Improving business outcomes for the Department and its clients through teamwork, innovation, flexibility, the continuation of improvements to business systems and the utilisation of employees' corporate knowledge.
- This Agreement reflects and expands on these objectives.
- 2.5 Working Environment The Department operates in a dynamic, challenging, and highly competitive environment. In order for the Department to meet its vision and goals it needs to continue to attract and retain professional, highly skilled and dedicated staff and have strong people management, governance and financial frameworks in place.

2.6		This Agreement supports the Department's commitment to effective people management as set out in Part 2 of this Agreement. For more information on the Department's goals employees should consult the Department's Corporate Plan.
2.7	Occupational Health and Safety	The Department will continue to support a safe and healthy workplace environment for all employees. The Department and its employees will fulfil their responsibilities under the <i>Occupational Health and Safety Act 1991</i> and relevant Regulations.
2.8	Wellbeing Program	The Department's Wellbeing Program encourages a balance between work and personal commitments. It will focus on employees' physical, mental and social health.
2.9	Workplace Diversity	The Department and its employees will continue to work to prevent and eliminate any discrimination on the basis of race, colour, sex, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, consistent with provisions of the relevant legislation.
2.10		For further information on workplace diversity employees should consult the Department's Workplace Diversity Plan, Disability Plan, Dealing with Harassment and Bullying Plan and the Indigenous Employment Plan.
2.11	Sustainability	During this Agreement the Department will explore measures that will minimise its impact on the environment and improve its organisational sustainability. Employees will play an important part and take personal responsibility for recycling and reducing unnecessary energy usage to reduce the Department's carbon footprint.
2.12		In addition, the Department will consult with employees and their representatives about the development of measures such as, but not limited to: <ul style="list-style-type: none"> a) minimising any unnecessary consumption of resources; b) using communication technologies to reduce the frequency of air travel; and c) reducing operational costs through improved workplace practices.
2.13	Principles for Workplace Delegates	The role of union workplace delegates and other elected union representatives is to be respected and facilitated.
2.14		The Department and workplace delegates must deal with each other in good faith.

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 FW Act;
- d) the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the Department during normal working hours;
- e) the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out'; (The Department shall consider requests from unions to send all-staff emails and seek to facilitate these requests where possible, subject to operational requirements);
- f) undertaking their role and having union representation on the Department's workplace relations consultative committee;
- g) reasonable access to departmental facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to departmental policies and protocols;
- h) the right to access new employees 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.

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 by a union; and
- c) reasonable paid time off to represent union members in the Department at relevant union forums.

In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely effect on the efficient operation of the Department and the provision of services by the Commonwealth.

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example CPSU Section Secretaries, Governing Councillors and Section Councillors, and MEAA Entertainment and Arts Alliance Representatives.

- 2.16 Work/Life Balance An important element in attracting and retaining employees is recognising the importance of family, caring, and other personal commitments of employees and that work/life balance does need to be achieved. This Agreement contains measures and entitlements to assist managers and employees to achieve an appropriate balance between business outcomes and employees' work/life balance. Managers and employees through the use of the flexibilities provided in this Agreement should ensure appropriate management of workloads, working hours, and leave planning.
- 2.17 Mature Aged Employees The Department values the extensive skills, expertise and corporate knowledge of mature aged employees. The Department is committed to the attraction and retention of these employees and to the provisions in this Agreement, which allow flexibility in meeting the employees' work/life balance and the Department's objectives.
- 2.18 Employee Assistance Program The Department will continue to provide employees and their immediate family members, with access to a free, confidential and professional counselling service to assist with work, personal and family issues through the Department's Employee Assistance Program.
- 2.19 Individual Flexibility Arrangement The Secretary and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a) the arrangement deals with 1 or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) remuneration; and/or
 - vi) leave; and
 - b) the arrangement meets the genuine needs of the Department and the employee in relation to 1 or more of the matters mentioned in paragraph a); and
 - c) the arrangement is genuinely agreed to by the Secretary and the employee.

- 2.20 The Secretary must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the FW Act; and
 - b) are not unlawful terms under section 194 of the FW Act; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 2.21 The Secretary must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the Department and the employee; and
 - c) is signed by the Secretary and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i) the terms of the Agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 2.22 The Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.23 The Secretary or the employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the Secretary and the employee agree in writing — at any time.
- 2.24 Consultation In addition to the consultation provisions at clause 2.26, in making decisions that affect employees the Department will engage in consultation with employees and their representatives.
- 2.25 In clause 2.24, *consultation* means providing affected employees and their representatives, with access to relevant information and a genuine opportunity to influence the decision maker and contribute to the decision making process before a decision is made.
- Clause 2.26 applies where a decision is made to introduce major changes in a work area that are likely to have **significant effects** on employees, other than where provision is already made elsewhere in this enterprise agreement regarding a specific major change.

- 2.26 Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.
- Significant effects** include:
- a) termination of employment;
 - b) major change to the composition, operation or size of the Department's workforce or to 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; and
 - g) the major restructuring of jobs.
- 2.27 **Secretary to Discuss Major Changes** The Secretary must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 2.26, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 2.26.
- For the purposes of the discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Secretary is not required to disclose confidential or commercially sensitive information to the employees.
- 2.28 **Workplace Consultative Committee** The Workplace Consultative Committee (WCC) will be maintained under this Agreement.
- 2.29 The role of the WCC is to consult with staff, including on matters that affect their employment, provide advice to management on a range of workplace issues and oversee the implementation of this Agreement. Membership of the WCC will include:
- a) four Management members as determined by the Secretary;
 - b) elected staff members and deputy members representing each Division, the Regions and Graduates; and
 - c) one organiser from the CPSU and one from the MEAA.

- 2.30 Elected representatives will have reasonable access to facilities, notice boards, time to attend meetings and systems to communicate with employees about WCC business.
- 2.31 The WCC will meet at least three times per year. For more information on the WCC employees should consult the WCC Charter.
- 2.32 Car Parking The Department acknowledges the issues raised by staff concerning car parking for departmental employees and will use its best endeavours to seek solutions and keep staff informed.

Part 3 — Performance Management

- 3.1 The Department's Performance Management System provides managers and employees with a framework for establishing individual performance expectations that align with business and corporate goals and priorities and requires ongoing and regular feedback through discussions between managers and employees.
- 3.2 Probation The probation assessment process forms an integral part of performance management in the Department.
- 3.3 An engagement as an ongoing employee by the Department from outside the APS, or from within the APS from a non-ongoing position will generally be an engagement on probation for a period of six months, except in relation to graduates and school leavers where probation is for the period of their respective programs. Subject to an employee's satisfactory performance, the Secretary may reduce the employee's probation period to any period of no less than three months. For more information on probation employees should consult the Department's Performance Management Policy.
- 3.4 Performance Agreements All ongoing and non-ongoing (engaged for periods of three months or more) employees must develop an annual performance management plan with their manager. For more information on the Performance Management System employees should consult the Department's Performance Management Policy.
- 3.5 The performance management cycle is 1 June to 31 May with the mid-term review being completed by 13 December and the final review completed by 31 May.
- 3.6 Performance Objectives The Department's objectives are that:
- a) 95% of employees complete their mid-cycle and end of cycle performance reviews in accordance with established time frames and applicable eligibility criteria; and
 - b) 95% of employees attend scheduled training for which they have nominated prior to 31 May.
- 3.7 Managing Underperformance Managers should proactively manage the performance of their employees and promptly address performance related issues as they arise during the performance management cycle.
- 3.8 Underperformance is identified when a manager makes an assessment at any time during the performance management cycle that an employee's performance needs improvement or is unsatisfactory.

- 3.9 Where underperformance is identified, the Department will work with the affected employee and their manager(s) to assist the employee to attain and sustain a performance standard of 'fully effective'. Further information is available in the Department's Performance Management Policy.
- 3.10 Performance Improvement Plan If at any time during the performance management cycle a manager identifies underperformance by an employee the manager must discuss the issue with the employee and put appropriate support mechanisms in place. If the support mechanisms do not result in the employee attaining and sustaining a performance standard of 'fully effective' the manager must issue the employee with a notice detailing the Performance Improvement Plan (PIP) which will be imposed. The PIP will be carried out over a review period of up to 2 months.
- 3.11 If an employee receives a 'needs improvement' or 'unsatisfactory' performance assessment at the end of the performance management cycle, a review period of up to 2 months will commence as soon as a PIP is in place.
- 3.12 Executive Level Performance Bonus A performance bonus may be payable to ongoing substantive executive level employees after the end of each performance cycle.
- An ongoing substantive executive level employee is eligible to receive a performance bonus on a pro rata basis if the employee:
- a) is employed and performing duties at the executive level classification; and
 - b) has worked for 3 months or more during the performance management cycle (periods of absences greater than 3 months including leave paid or unpaid are excluded); or
 - c) is temporarily performing the higher duties at the executive level classification for a period of 3 months or more during the performance management cycle.
- 3.13 Subject to clause 3.14, where an employee is entitled to receive a performance bonus, the amount of the bonus will be between 1 per cent and 15 per cent of the employee's base salary.
- 3.14 Where the Secretary rates the employee's performance at the applicable executive level:
- a) as 'outstanding' (rating of 5) the employee will be entitled to a lump sum payment of between 10 and 15 per cent of their annual base salary;
 - b) as 'very good' (rating of 4) the employee will be entitled to a lump sum payment of between 1 and 9 per cent of their annual base salary; and
 - c) as 'fully effective' (rating of 3) the employee will not be entitled to any performance bonus.

3.15

Where an employee at the substantive executive level classification temporarily performs higher duties their performance will still be assessed at their substantive classification.

Where the higher duties are performed for a continuous period of 3 or more months, an employee and their manager may agree to enter into a new performance management plan so that the employee's performance can be assessed at a higher classification.

3.16

The performance bonus will be paid annually as a one-off lump sum payment at the end of the performance cycle. It will not count as salary for superannuation purposes.

Part 4 — Classification and Remuneration

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| 4.1 | Classification and Salary Structure | Employees will be paid in accordance with the applicable classification and salary structure and election of Time Off in Lieu (TOIL) (if any) set out in Appendix A. |
| 4.2 | Qualifications for Legal Designations | Qualification requirements and specific conditions for employees performing a recognised legal function as determined by the Secretary are set out at Appendix B. |
| 4.3 | Qualifications for Public Affairs Designations | Qualification requirements and specific conditions for employees performing a recognised Public Affairs function as determined by the Secretary are set out at Appendix B. |
| 4.4 | Salary Payment | <p>An employee's salary and salary related allowances will be paid fortnightly by electronic funds transfer into a financial institution account of their choice.</p> <p>The fortnightly base salary will be calculated by applying the following formula:</p> $\frac{\text{Annual base salary} \times 12}{313} = \text{Fortnightly base salary}$ |
| 4.5 | Salary Increases | In recognition of the ongoing commitment demonstrated by employees to the initiatives outlined in this Agreement and the associated increase in productivity and performance, a base salary increase of 3% will apply from the commencement date of this Agreement and on 1 July 2012 and 1 July 2013 (see Appendix A). |
| 4.6 | Salary on Engagement or Promotion | Where an employee is engaged in the Department, salary will, subject to clause 4.8, be payable at the minimum point of the salary range applicable to the classification. Where an employee is promoted from within the Department, salary will, subject to clauses 4.7 and 4.8, be payable at the minimum point of the salary range applicable to the classification. |
| 4.7 | | An employee who is promoted from within the Department will be paid at a salary point that recognises any salary advancement during previous temporary reassignment at, or above, their new substantive classification. |

- 4.8 The Secretary may determine payment of salary above the minimum point in the applicable salary range having regard to:
- a) the employee's level of experience;
 - b) the employee's qualifications and skills; and
 - c) work undertaken of a similar nature.
- 4.9 Where, at the time of engagement, an employee's salary is set at an incorrect salary point within the applicable salary scale the Secretary may authorise the payment of the employee's salary at the correct salary point from the date it was incorrectly paid. If an overpayment has occurred, the amount of overpayment will be recovered from the employee in accordance with the CEIs. For more information employees should consult the Department's guidelines on overpayments.
- 4.10 Employees recruited to the Department from another APS agency will be paid a commencing salary within the relevant classification level under Appendix A that is the closest salary point above their '*transfer salary*'.
- 4.11 The Secretary may determine that where a person moves to the Department from another APS agency and their '*transfer salary*' exceeds the maximum salary of the relevant classification level under this Agreement, they will, subject to clause 6.9, have their '*transfer salary*' maintained until such time as it is absorbed by adjustments to the relevant salary rates under this Agreement.
- 4.12 Salary Advancement Employees will advance one salary point effective on 1 July 2012 and 1 July 2013, in the following circumstances:
- a) employees undertaking duties at their substantive classification level will be required to:
 - i) achieve an overall performance assessment of 'fully effective' or higher under the Performance Management System at the end of the annual performance cycle (cycle ends 31 May); and
 - ii) have completed, in that performance cycle, a minimum of four months duty (including periods of paid leave) on 31 May at that classification level or higher;
 - b) employees undertaking temporary reassignment of duties will be required to:
 - i) achieve an overall performance assessment of 'fully effective' or higher at the end of the annual performance cycle (cycle ends 31 May); and
 - ii) have acted for a continuous period of at least 12 months on 31 May; or
 - c) be certified by the Secretary that they are expected to act for a period of or in excess of 12 months to receive a salary increase to their higher duties salary.

- 4.13 Accelerated Advancement for APS Level Employees An ongoing employee at APS 1 to APS 6 classification who achieves a performance assessment of 'outstanding' at the end of the performance management cycle will be advanced by two salary points in their current classification.
- 4.14 An employee who receives a 'needs improvement' or 'unsatisfactory' performance assessment at the end of the performance management cycle will not be eligible for salary advancement. A review period of up to 2 months will commence and a Performance Improvement Plan will be put in place, in accordance with clause 3.10.
- 4.15 Salary on Temporary Reassignment of Duties at Higher Classification at Non-SES Level Where the Secretary decides to temporarily fill a vacancy for a period in excess of three weeks, additional remuneration will be paid for the entire period of temporary reassignment of duties, if the vacancy is at a higher classification than the employee's substantive classification.
- In filling a position on a temporary basis the operational needs of the work area and the development needs of employees will be considered. Temporary reassignments of duties for periods in excess of three months will require a merit based selection process. For more information employees should consult the Department's Recruitment policy.
- 4.16 Subject to clause 4.15, the additional remuneration for employees acting at a higher classification level will be as follows:
- a) for employees acting at the APS 2-6 classification, equivalent to the difference between the employee's actual annual base salary and the base salary at the higher classification;
 - b) for employees acting at the EL1 or EL2 levels who do not elect TOIL, equivalent to the difference between the employee's actual annual salary and the base salary at the higher classification calculated according to clause 5.31;
 - c) for employees who elect TOIL, the difference between the employee's actual annual salary and the base salary at the higher classification, as provided in Appendix A, Table 4;
 - d) except where the Secretary determines that a higher level of payment is warranted in accordance with the principles in clause 4.8.
- 4.17 Such additional remuneration will be paid for public holidays where temporary reassignment of duties is worked on both sides of the public holiday and during leave where the Secretary determines that the employee would have continued on temporary reassignment of duties but for the leave.

4.18	Salary on Temporary Reassignment of Duties at the SES Level	Where a non-SES employee is temporarily reassigned duties at the SES level for a period in excess of three weeks, he or she will be paid additional remuneration, as determined by the Secretary, in accordance with the principles in clause 4.8 for the entire period.
4.19		Where the employee's period of temporary reassignment of duties is for a period in excess of three months the Secretary may approve access to additional SES benefits.
4.20	Salary on Reduction	Where an employee agrees, in writing, to temporarily perform duties at a lower classification level, the Secretary may determine in writing that the employee be paid at a rate applicable to the lower classification level for the period of the temporary reassignment of duties.
4.21		Where an employee is reduced in classification, in determining salary within the lower classification, the Secretary will take into account the salary point achieved at the higher level in determining the salary point at the lower classification level.
4.22	Intermittent and Irregular Employees — Loading in Lieu of Leave Entitlements	An employee who is engaged to perform duties that are intermittent or irregular under s 22(2)(c) of the PS Act will receive a loading in lieu of paid leave entitlements (other than long service leave) and payment for public holidays. The leave loading will be the leave loading that applies for modern awards as determined by the Minimum Wage Panel of Fair Work Australia in the Annual Wage Review from time to time (currently 25%).
4.23	Graduate APS Employees	Graduate APS employees are engaged at the second salary point of the APS 3 classification. Subject to the completion of the Department's graduate development program and the employee receiving a performance rating of 'Fully Effective' or higher, the employee will progress to the first salary point of the APS 4 classification (see Table 1 of Appendix A).
4.24	Year 12 Graduates	Year 12 Graduates (local designation) will enter the Department at the APS 1 classification. The salary will be set at the base salary point of the APS 1 classification.
4.25		Year 12 Graduates will be required to undertake a course of training determined by the Secretary.
4.26	Remote Locality Employees	Employees who work in a Designated Remote Locality are subject to the provisions at Appendix C of this Agreement.
4.27	Rostered Employees	Employees who work according to a roster approved by the Secretary are subject to the provisions at Appendix D of this Agreement.

- 4.28 Supported Wage System for Employees with a Disability Provisions providing a Supported Wages System for employees with a disability will apply as per Appendix E of this Agreement.
- 4.29 Salary Packaging Employees may choose to sacrifice up to 100% of their base salary from a menu of non-cash benefits. Before accessing these arrangements, employees are encouraged to seek financial advice at their own expense. For more information employees should consult the Department's Salary Packaging policy.
- 4.30 To the extent that the employee chooses to sacrifice their salary, their pre-sacrifice salary will be salary for all purposes including superannuation purposes.
- 4.31 Any fringe benefits tax and administration costs incurred as a result of the employee's Salary Packaging arrangement will be met by the employee. No external Salary Packaging provider may be used other than the one nominated by the Department.
- 4.32 Superannuation The Agency will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- Where an employee has chosen an accumulation superannuation fund other than the PSS Accumulation Plan (PSSap), the employer contribution will be the same percentage of the fortnightly superannuation contribution salary as that required for employees who are members of the PSSap. That percentage will be 15.4% for the term of this Agreement. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions, (e.g. unable to accept contributions for people over 75).
- Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
- 4.33 The Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Agency's payroll system.
- 4.34 Overpayments Where an employee is overpaid an amount of salary or other benefits, the overpayment will be recovered in accordance with the provisions of the CEIs.

Part 5 — Allowances/Reimbursements and Subsidies

- 5.1 First Aid Allowance Where an employee possesses a current First Aid certificate and has been approved by the Secretary to undertake First Aid duties in the Department, the employee will be paid an allowance of \$22.66 per fortnight. The First Aid Allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.
- 5.2 Health and Safety Representative Allowance Subject to clause 5.3, where an employee is elected to perform and is performing duties as a Health and Safety Representative (HSR) (and Deputy HSR) and the Secretary has approved payment to the employee, the employee will be paid an allowance of \$22.66 per fortnight. A designated Deputy HSR will be paid an allowance of \$11.33 per fortnight. These Allowances will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.
- 5.3 These allowances will only be paid on the basis that the designated employee has completed appropriate training and has ongoing participation in the role, and will only be paid to one HSR and one Deputy HSR in a Designated Work Group.
- Part-time employees will be entitled to pro rata payment based on their approved weekly hours of duty.
- Payment of these allowances continues during all paid leave up to and including four weeks. The allowances are not paid during leave exceeding four weeks. For more information on the Health and Safety Representatives' Allowance, employees should consult the Health and Safety Representatives' Allowance policy.
- 5.4 Workplace Diversity and Harassment Contact Allowance Where an employee is elected to perform and is performing duties as a Workplace Diversity and Harassment Contact Officer (WDHCO) and the Secretary has approved payment to the employee, the employee will be paid an allowance of \$22.66 per fortnight. The Workplace Diversity and Harassment Contact Allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.
- These allowances will only be paid on the basis that the designated employee has completed appropriate training and has ongoing participation in the role, and will only be paid to five WDHCO officers in the Department.
- Part-time employees will be entitled to pro rata payment on their approved weekly hours of duty.
- Payment of these allowances continues during all paid leave up to and including four weeks. These allowances are not paid during leave exceeding four weeks. For more information on Workplace Diversity and Harassment Contact Officers, employees should consult the Dealing with Harassment and Bullying Plan.

- 5.5 Community Language Allowance Where the Secretary determines that there is an identifiable and continuing need for the utilisation of particular language skills in the course of the Department's business the Secretary may authorise payment of Community Language Allowance to an employee required to utilise such language skills.
- Where approved by the Secretary the employee will be paid an allowance at the annual rate of \$1,500.71. The Community Language Allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.
- 5.6 Departmental Liaison Officer Allowance An employee who performs the duties of Departmental Liaison Officer (DLO), is entitled to be paid an allowance at the annual rate of \$16,110.23 in recognition of the long hours of duty expected of DLOs and in lieu of overtime payments. The Departmental Liaison Officer Allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.
- 5.7 The allowance is payable during periods of paid leave taken whilst performing the duties of DLO. Where an employee ceases performing the duties of DLO, any remaining Annual Leave credits accrued during the period that the employee was performing the role of DLO will be paid at the DLO rate, provided that this leave is taken immediately after their placement in the DLO role.
- 5.8 Motor Vehicle Allowance The Secretary may authorise an employee to use, for a specified period and for official purposes, a comprehensively insured and registered motor vehicle owned or hired by the employee, if the Secretary is satisfied that this use would result in greater efficiency or involve less expense to the Commonwealth than if public transport or a vehicle owned by the Commonwealth were used.
- 5.9 Where so authorised, an employee will be entitled to a motor vehicle allowance. The motor vehicle allowance will be determined annually by the Secretary.
- 5.10 Restriction Allowance Employees at the APS 6 classification or below who are required by the Secretary to be contactable and available to work for a specified period outside the bandwidth, will be paid, from the commencement of this Agreement, an allowance of \$3.34 for each hour they are required to be contactable and available to work outside the bandwidth. The hourly rate will be increased by 3% on 1 July 2012 and by 3% on 1 July 2013.
- 5.11 An employee whilst on restriction duty will be provided with a mobile phone by the Department. Where an employee is not contactable they will not be entitled to Restriction Allowance.
- 5.12 An employee who is restricted under these provisions and is recalled to the workplace to perform duty, will not be paid Restriction Allowance but instead will be paid the appropriate overtime amount for the time worked, with a minimum payment of one hour.

- 5.13 Where an employee is restricted under these provisions and is required to perform duty from home, or over the phone, payment will be made in accordance with the relevant overtime provisions for the period of time actually worked. Where in a 24 hour period (commencing at midnight) the accumulated time for work actually performed is less than one hour, a minimum payment of one hour will apply.
- 5.14 Where exceptional circumstances exist the Secretary may approve payment for restriction duty to employees at or above the Executive Level 1 classification.
- 5.15 Recall to Duty —
Emergency Duties Employees at or below the APS 6 classification recalled to duty without prior notice to meet an emergency outside standard hours, will be paid:
- a) at double time on any day that they are so recalled; and
 - b) for the actual period of attendance at work plus reasonable travelling time to and from work, or a total period of two hours, whichever is the greater.
- 5.16 Required to Return to
Duty — Duties to Be
Performed Outside
Standard Hours Employees at or below the APS 6 classification required to return to duty to perform duties that can only be undertaken outside standard hours, will be paid within the bandwidth at time and one half on any day that they are so recalled and for time outside the bandwidth at the rates set out in clause 6.24; and for the actual period of attendance at work plus reasonable travelling time to and from work, or a total period of two hours, whichever is the greater.
- 5.17 Overtime Meal
Allowance Where an employee is required to work, for a continuous period of at least one hour outside the bandwidth which extends over a meal period, or on a weekend or Public Holiday, for a continuous period extending over a meal period, they will be eligible for a meal allowance of \$22.66. The Overtime Meal Allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013. For more information on Meal Allowance and meal periods, employees should consult the Department's Working Arrangements policy.
- 5.18 Travel An employee may be provided with a departmental travel card that can be used by the employee to pay expenses associated with an employee's official (and approved) business travel, including flights, accommodation and hire cars.
- 5.19 The Department may provide a travel allowance to an employee for the purpose of recompensing reasonable additional expenditure incurred by the employee by reason of being away from home on official and approved business travel.

- 5.20 The Department will provide suitable alternative arrangements for situations where the use of a travel card may not be feasible or possible to ensure employees are not 'out of pocket' or disadvantaged.
- 5.21 For more information on official travel, employees should consult the Department's practical guide on official travel.
- 5.22 Relocation Assistance A single lump sum payment will be determined by the Secretary, after consultation with a new employee prior to relocating to the Department or another departmental locality from a physical locality other than that in which the relevant business unit of the Department is located.
- 5.23 The payment will be made to the new employee on commencement with the Department.
- 5.24 For current employees relocating to another departmental locality, payment of reasonable expenses will be considered and determined by the Secretary, after consultation with the employee.
- 5.25 The Secretary may make an additional payment to a relocating employee where exceptional circumstances exist.
- 5.26 Child and Dependant Care Where employees are required by the Department to be away from home outside standard working hours, the Secretary will reimburse reasonable costs in relation to additional family care arrangements, in cases of exceptional circumstances e.g. required to travel with 24 hours or less notification.
- 5.27 Vacation Childcare Program The Department will provide subsidisation for vacation childcare programs, of up to \$15.90 per day. The Vacation Childcare Program Allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013. For more information, employees should consult the Department's policy on Vacation Childcare.
- 5.28 Studies Assistance Where an employee undertakes formal studies, relevant to the business needs of the Department, the Secretary may approve studies assistance to a maximum amount of \$5000 per annum and study leave.
- 5.29 For more information on the Department's studies assistance program, employees should consult the Department's Studybank Guidelines.
- 5.30 Loss or Damage to Clothing and Personal Effects Where the Secretary approves, an employee will be reimbursed for loss of, or damage to, clothing and personal effects, which occurred during the course of the employee's duties, where reimbursement would exceed \$20.00.

5.31	Recognition of Executive Level Working Arrangements	<p>The Department recognises that employees at the executive level classification have significant responsibilities and expectations imposed on them, including to work reasonable additional hours. In recognition of this, except for employees who have elected under clause 6.9 to access Executive TOIL, the salary of eligible employees is set out in Table 1 (or Table 2 or Table 3 for those employees on the legal or public affairs salary structures) of Appendix A and includes an executive level salary component.</p> <p>In this clause, an eligible employee is an employee who:</p> <ul style="list-style-type: none"> a) is at the substantive executive level classification; b) is substantive at an APS 1-6 classification and who has been acting at an executive level classification for a continuous period in excess of three months; or c) is an EL1 employee who has been acting at an EL2 classification for a continuous period in excess of three weeks. <p>An employee who is substantive at an APS 1-6 classification and acts at an executive level classification for a continuous period of three months or less will retain access to flextime for three months and be paid additional remuneration equivalent to the difference between the employee's actual annual base salary and the salary at the base level of the higher classification as set out in Appendix A, Table 4.</p>
5.32	Camping Allowance	<p>An employee who is required to camp out will not receive travelling allowance for accommodation but will be paid instead a camping allowance of \$72.10 per night. The Camping Allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013. The employee will also be reimbursed for other authorised expenditure on camping equipment and camping fees.</p>
5.33	Payment of Professional Association Membership Costs	<p>The Department will pay professional association membership costs and/or accreditation or registration fees where it can be demonstrated that there is a prerequisite to maintain formal accreditation with a professional body to undertake the role in the Department.</p>

Part 6 — Flexible Working Arrangements

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| 6.1 | Management of Working Hours | The Department is committed to providing reasonable working hours for employees as per clause 2.16 Work/Life Balance and this Part. There may be occasions when reasonable additional hours are required to be worked to achieve outcomes within required time frames. |
| 6.2 | Standard Hours of Duty | The standard hours of duty for full-time employees are 37 hours and 30 minutes per week. These hours are also used for the purpose of calculating overtime. |
| 6.3 | | For full-time employees, the standard day for performing the ordinary hours of duty is 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm. |
| 6.4 | | For part-time employees, hours of duty are those agreed in their part-time work agreement. |
| 6.5 | Attendance | Managers and employees should discuss the pattern of hours that they will work. Where employees utilise flextime they must record their actual hours of attendance in the Department's electronic flex form. |
| 6.6 | Bandwidth | The bandwidth during which employees may work is 7.00 am to 7.00 pm Monday to Friday. This bandwidth may be varied by agreement between the Secretary and employees at the local workplace level to assist in meeting employees' work/life balance needs or operational requirements. |
| 6.7 | | Employees will not be required to work for more than 10 hours of ordinary time on any one day. |
| 6.8 | | Employees will not be required to work for more than five hours continuously without a meal break of at least 30 minutes. |

6.9 Executive Level Employees

Employees at the executive level classification may elect in writing to access TOIL. Access to TOIL will be provided on the following basis:

- a) The manager will provide reasonable TOIL where an employee is required to work consistently long hours;
- b) TOIL will not be on a one hour for one hour basis, but there should be a reasonable match between additional hours worked and TOIL; and
- c) TOIL should be taken as soon as practical after the hours worked, subject to operational requirements.

Where an employee elects TOIL, the employee's salary will be paid in accordance with the applicable classification and salary set out in Appendix A, Table 4.

The salary of an employee on a 'transfer salary' (as provided for in clause 4.11) and/or an Individual Flexibility Arrangement (as provided for in clause 2.19) who elects TOIL, will be reduced in each year of the Agreement by an amount that reflects the value of the former EL working allowance (the EL working allowance value).

The EL working allowance value is the amount calculated as follows. The difference at the EL1 or EL2 level, as relevant, of the salary at the top of the salary range of the applicable salary structure (as provided in Table 1 or Table 2 or Table 3 of Appendix A) and the salary at the top of the range at the EL1 or EL2 classification level, as relevant, in Table 4 of Appendix A.

Effectively, the salary of employees at the EL2 classification level will be reduced by \$7,210 in 2011-2012, \$7,426 in 2012-2013 and \$7,648 in 2013-2014. The salary of employees at the EL1 classification level will be reduced by \$5,665 in 2011-2012, \$5,835 in 2012-2013 and \$6,010 in 2013-2014.

For more information employees should consult the Department's Working Arrangements Policy.

6.10 Flextime

Flextime applies to employees at or below the APS 6 level, with the exception of those employees who are engaged on a rostered basis. For more information on flextime, employees should consult the Department's Working Arrangements Policy.

6.11

The Secretary may direct an employee to revert to standard hours where the Secretary reasonably considers that an employee is misusing the arrangements or attendance is unsatisfactory. The Secretary will provide a written explanation of his or her reasons for requiring the employee to revert to standard hours. Access to flextime will be restored when the Secretary is satisfied that an employee's attendance is satisfactory.

- 6.12 Flexitime will accumulate during periods of official domestic travel. Travel outside the bandwidth will be recorded as flexitime equal to the actual hours involved.
- 6.13 Flexible Working Arrangements for Parents
- An employee 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. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service. (The Secretary may waive this requirement in exceptional circumstances).
- A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:
- a) is a long term casual employee immediately before making the request; and
 - b) has reasonable expectation of continuing employment on a regular and systematic basis.
- Note: 'long term casual employee' is defined at s.12 of the *Fair Work Act 2009*.
- A request must be in writing and set out the details of the change sought and the reasons for the change. The Secretary will respond in writing to the request within 21 calendar days and will only refuse on reasonable grounds. Where the request is refused, the response will include reasons for the refusal.
- For the purposes of this clause:
- a) 'qualifying service' means service that is recognised for redundancy pay purposes;
 - b) 'casual' means an employee engaged on an irregular or intermittent basis.

- 6.14 Flexible Working Arrangements for Employees Caring for Parents
- An employee who has responsibility for the care of a parent may request flexible working arrangements, including part-time hours. Employees are not eligible to make this request unless they have completed at least 12 months of continuous qualifying service. (The Secretary may waive this requirement in exceptional circumstances).
- A casual employee engaged for irregular or intermittent duties may only request flexible working arrangements if the employee satisfies the conditions for casual employees who can make a request for flexible working arrangements under this clause.
- A request must be in writing and set out the details of the change sought and the reasons for the change. The Secretary will respond in writing to the request within 21 calendar days and will only refuse on reasonable grounds. Where the request is refused, the response will include reasons for the refusal.
- The definitions of 'qualifying service' and 'casual' in clause 6.13 apply to this clause 6.14.
- 6.15 Part-Time Work
- A part-time employee is one whose regular hours of work are less than 37.5 hours per week or less than 150 hours in a four week period.
- 6.16
- A full-time employee may submit a request in writing to the Secretary to work on a part-time basis.
- 6.17
- The Secretary may approve requests from employees seeking to undertake part-time work. For more information on part-time work employees should consult the Department's Working Arrangements Policy.
- 6.18
- The Secretary will approve all requests for part-time work from employees returning from maternity, paternity or adoption leave in the first two years from the date of the birth of the employee's child or two years from the placement of the child in relation to adoption. At the expiry of the approved part-time work period, the employee will return to full-time work unless otherwise agreed in writing. If the employee was already a part-time employee, the employee will return to their pre-parental leave hours.
- 6.19
- Remuneration and other conditions will be calculated on a pro rata basis, with the exception of allowances of a reimbursement nature, where a part-time employee will receive the same amount as a full-time employee in the same circumstances.
- 6.20 Job Sharing
- The Secretary may approve requests from employees to job share. For more information employees should consult the Department's Working Arrangements Policy.

6.21	Working from Home	The Secretary may approve requests from employees to work from home, either on a regular or temporary basis. For more information employees should consult the Department's Working Arrangements Policy.
6.22		The agreed arrangement can only be varied by agreement of both the Secretary and employee, but may be terminated by either the Secretary or the employee with a minimum notice of four weeks or such shorter period as may be agreed between the Secretary and the employee.
6.23	Tele-Working Trial	A tele-working pilot program is to be developed over the life of the Agreement as a part of the Department's commitment to flexible working arrangements within the Department.
6.24	Overtime and Time Off in Lieu Arrangements	Overtime will be payable to employees at or below the APS 6 level for work performed at the request of the Secretary outside the bandwidth, on weekends and Public Holidays, or in excess of 10 hours on any one day.
6.25		Except where the Secretary considers that exceptional circumstances warrant payment, employees at the Executive Level 1 or above are not eligible to receive payment for overtime.
6.26		Where overtime is authorised, payment will be made on the following basis: <ul style="list-style-type: none"> a) Monday to Saturday: time and one half; b) Sunday: double time; c) Public Holidays outside standard hours: double time; or d) Public Holidays inside standard hours: single time in addition to normal payment for that day.
6.27		Overtime will be paid unless prior agreement has been reached between the Secretary and the employee for TOIL to apply.
6.28	Minimum Payment for Overtime and Period for TOIL	Where overtime is authorised by the Secretary, a minimum payment of one hour will apply in relation to overtime. Time worked in excess of the minimum payment will be rounded to the nearest 15 minute increment e.g. a claim for overtime from 7 pm to 9.40 pm will be paid as a period of 2 hours and 45 minutes.
6.29		TOIL is also calculated based on a minimum period of one hour. Where the period exceeds one hour the TOIL period is based on the time actually worked.

- 6.30 An employee at the APS 1-6 classification who works overtime may choose to take TOIL of overtime. The TOIL is calculated at overtime rates, in accordance with clause 6.26.
- If the employee is unable to take the TOIL within four weeks of working the overtime, overtime should be paid.
- 6.31 **Nine Hour Break After Overtime** Where an employee works overtime he or she will be entitled to a nine hour break (this includes travelling time) before recommencing work, without incurring any loss of pay.
- 6.32 Where this break is not possible due to operational reasons, the employee will be paid double time for the next period of work until a nine hour break is taken.
- 6.33 **Duty During Christmas/New Year Period** Where an employee other than a rostered employee is required to work during the Christmas/New Year period, payment will be made on the following basis:
- a) outside standard hours: double time; or
 - b) inside standard hours: single time in addition to normal payment for that day.

Part 7 — Leave Arrangements

General Provisions

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| 7.1 | Approval Required | Any absence from the workplace must be approved by the Secretary or otherwise authorised or permitted in accordance with the leave arrangements applying in this Agreement. |
| 7.2 | | Where a formal leave application is refused an employee may request that the Secretary provides the reason for that decision in writing. |
| 7.3 | | An absence that has not been approved will be regarded as an unauthorised absence. |
| 7.4 | | An employee must be given a reasonable opportunity to explain the absence. |
| 7.5 | Absence Less Than One Day | For all absences of less than one day the method of recording the absence will be agreed between the employee and their Manager. Wherever possible the absence should be recorded as flextime, TOIL or another form of leave if applicable. |
| 7.6 | Leave Taken in Excess of Credits | Where leave is taken in excess of credits, action will be taken to recover any payments in accordance with the CEIs and/or adjust credits for the leave taken. For more information on leave taken in excess of credits employees should consult the Department's policy on overpayments. |
| 7.7 | Absences Not Counting as Service | Leave granted without pay, exceeding 30 calendar days in a calendar year, will not count as service for any purpose unless specified otherwise when approved. |

- 7.8 Portability of Leave Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued Annual leave and Personal/carers' leave (however described) will be recognised, provided there is no break in continuity of service.
- Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual leave and personal/carers' leave (however described) will be recognised.
- For the purposes of this clause 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.
- Where a person is engaged as an ongoing employee and, immediately prior to the engagement, the person was employed as a non-ongoing APS employee, the Secretary may, at the employee's request, 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.
- 7.9 Utilisation of these accrued credits of leave, and any future entitlement to leave will be consistent with this Agreement.
- 7.10 Recognition of Prior Service for Leave Purposes Prior service with organisations where the employee was previously employed by a Commonwealth Agency or by the ACT Government Service, may be recognised for personal leave purposes if the break in service is not more than two calendar months. Prior service will be recognised for Long Service Leave purposes in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* if the break in service is not more than 12 months.
- 7.11 Where an employee applies in writing and it is agreed that a period of service will be recognised for personal/carer's leave purposes, accrual will be at the rate specified in this Agreement for personal/carer's leave, less any leave taken or paid out in lieu.
- 7.12 If there are no available records of personal/carer's leave taken during a period of prior service, a deduction of five days per year of recognised service will be made.
- 7.13 Annual Leave Employees will be entitled to 20 working days paid annual leave for each full year of employment, pro rata for part-time employees.

7.14		<p>Annual leave will accrue and be credited on a daily basis, is granted at full or half pay and counts as service for all purposes.</p> <p>Employees who are shift workers and regularly rostered to work on Sundays and Public Holidays will be granted up to a maximum of one week's extra leave, calculated at the rate of one tenth of a working week for each Sunday rostered and worked.</p> <p>Up to 10 days per calendar year may be converted to half pay. A minimum of five days may be converted to half pay on each occasion.</p>
7.15	Annual Leave Approval Requirement	<p>The taking of annual leave is subject to the prior approval of the Secretary.</p>
7.16		<p>Such approval is not to be unreasonably withheld and, once given, is not to be unreasonably revoked.</p>
7.17	Excess Leave Balances	<p>The parties to the Agreement agree that in the interests of employee health and well being, employees will, wherever practicable, take regular annual leave.</p>
7.18		<p>An employee's accrued annual leave entitlement should not exceed 53 days at any point in time.</p>
7.19		<p>An employee with an annual leave balance in excess of 53 days may be directed to take up to one quarter of their annual leave balance by the Secretary.</p>
7.20	Cashing Out Leave Entitlements	<p>Employees may apply to cash out their annual leave credits if</p> <ol style="list-style-type: none"> a) they have taken a minimum of 10 days annual leave within a 12 month period; b) the minimum amount of annual leave to be cashed out is 5 days per application; and c) the employee's remaining annual leave balance is equal to or greater than 20 days.
7.21		<p>For each particular amount of annual leave entitlement the employee wishes to cash out, the employee and the Secretary must have a written agreement in place before the amount can be cashed out.</p> <p>The employee must be paid at least the full amount that would have been payable had the employee taken the leave to be foregone.</p>
7.22	Public Holiday During Leave Period	<p>Where any designated public holiday occurs for which the employee is entitled to payment during any period of annual leave, the period of the holiday is not deducted from the annual entitlement.</p>

7.23	Cancellation of Annual Leave and Recall to Duty	Where annual leave is cancelled without reasonable notice or an employee is recalled to duty from annual leave, the employee will have their annual leave re-credited to the extent of the period that they were recalled and reimbursed reasonable costs that may occur as a result of the recall to duty.
7.24	Entitlement on Cessation	Where APS employment ceases, the employee will be entitled to payment in lieu of all of their outstanding annual leave credits. The payment will be calculated using the employee's final rate of salary, including allowances that would have been paid during annual leave.
7.25		Where an employee dies, or the Secretary has directed that an employee may be presumed to have died on a particular date, payment will be made to the dependants or partner or the personal legal representative of the former employee of an amount that would have been paid if the employee had ceased employment by resignation or retirement.
7.26	Purchased Leave	With the agreement of the Secretary, an employee may elect to purchase between one and eight full weeks additional leave per year. Where approved the entitlement to the purchased leave credits will be able to taken within 24 months from the date of approval.
7.27		If after 12 months any amount of the approved purchased leave is unused, the employee may elect in writing to have the credits cancelled and monies repaid to the employee.
7.28		Where any amount of unused approved purchased leave is unused after the 24 month period, the credit will be cancelled and the monies repaid to the employee.
7.29		Once an election has been made, the employee's salary payment will be deducted over a 12 month period to ensure a standard payment is received each fortnight.
7.30		<p>Purchased leave will not affect entitlements for other forms of leave, an employee's continuity of service or, subject to clause 4.32, an employee's salary for superannuation. For more information on purchased leave employees should consult the Department's policy on purchased leave.</p> <p>Employees should note that the cost to the Department of the purchased leave will be the same as the amount of the deductions from salary and a final reconciliation may be required when the purchased leave is exhausted.</p>

7.31	Personal/Carer's Leave	Employees will be entitled to 18 working days paid personal/carer's leave for each full year of employment, pro rata for part-time employees. Personal/carer's leave will accrue on a daily basis, is granted at full or half pay and counts as service for all purposes,
7.32		Personal/carer's leave is accumulative.
7.33		Employees in their first year of service can anticipate up to a maximum of 18 working days paid personal/carer's leave, pro rata for part-time employees.
7.34		Where employment ceases, the employee is not entitled to payment in lieu of personal/carer's leave.
7.35	Personal/Carer's Leave Approval Requirement	The taking of personal/carer's leave is subject to the giving of notice to the relevant manager.
7.36		Employees must advise their manager as soon as possible of their need to be absent, the nature of the absence and the expected period of absence. Generally this should be before 10.00 am on the actual or initial day of absence. Where the period of expected absence extends beyond that originally notified the employee must advise their manager as soon as possible.
7.37		<p>The discussion with an employee's manager (as required in clause 7.35) will be considered to have satisfied the requirement for prior notice of the absence.</p> <p>The requirement for prior notification may be waived where the Secretary is satisfied that an employee was unable to notify an absence due to circumstances beyond his or her control.</p>
7.38	Use of Leave	<p>Personal/carer's leave will be available for employees in relation to:</p> <ul style="list-style-type: none"> a) personal illness or injury; b) providing care and support required because of illness or injury of an immediate family member or household member or for other personal emergencies involving an immediate family member or household member; and c) other special circumstances, where the Secretary considers that approval of personal/carer's leave is justified.
7.39		The Secretary may approve the conversion of personal/carer's leave to half-pay for an employee for a specified absence, e.g. long-term illness.

- 7.40 An employee who is medically unfit for duty or required to undertake a caring responsibility for one day or more while on annual leave, purchased leave or long service leave and who produces satisfactory evidence as set out in clause 7.42 may apply for personal/carer's leave. Annual leave and purchased leave will be re-credited to the extent of the period of approved personal/carer's leave. The Secretary may recredit long service leave in accordance with the Department's leave policy.
- 7.41 The Secretary may approve paid personal/carer's leave, subject to available credits, without production of a medical certificate or other evidence, subject to clause 7.42 of no more than three consecutive days and up to five days in a year (accrual year).
- 7.42 Provision of Medical Certificates or Other Evidence Medical certificates from registered health practitioners will be accepted for the purpose of personal illness, injury or caring responsibilities. Where it is not reasonably practicable to provide a medical certificate a statutory declaration made by the employee will be accepted.
- 7.43 A manager may request that medical documentary evidence is provided by the employee for any future period of leave where:
- a) a pattern of absence has been identified or
 - b) further evidence or information is needed on the circumstances underlying the application for leave; or
 - c) arrangements are in place for managing attendance as part of managing performance; or
 - d) the manager has concerns about the amount of un evidenced personal/carer's leave the employee has taken.
- 7.44 Where an employee does not provide the requested medical documentary evidence any personal/carer's leave will ordinarily be without pay. Where there is a disagreement about the evidence provided, or the need for evidence, the issue will be referred to the Human Resources Team or the employee can progress the matter in accordance with s 33 of the PS Act or the Dispute Resolution Procedure clause of this Agreement.
- 7.45 Where a statutory declaration is made by the employee for personal/carer's leave due to illness or injury or for caring purposes, the statutory declaration must include:
- a) a statement to the effect that the employee has, is, or will be unfit for work during the period because of a personal illness or injury; or
 - b) a statement to the effect the employee is required to be absent for caring purposes; and
 - c) a statement outlining the reason/s why it was not reasonably practical for the employee to obtain medical documentary evidence from a registered health practitioner.

7.46		The Secretary will require an employee to be absent due to any illness where a medical certificate has been provided.
7.47	Requirement to be Absent from Workplace	In addition, the Secretary will require an employee to be absent where attendance may impact on other employees e.g. if the employee has been in contact with an infectious disease.
7.48	Use of Leave Prior to Invalidity Retirement	An employee will not, without first consenting, be retired on invalidity grounds before all of their personal/carer's leave credits have been exhausted.
7.49	Unpaid Personal/Carer's Leave	<p>The Secretary will approve personal/carer's leave without pay to count as service where:</p> <ul style="list-style-type: none"> a) an employee is ill or injured, required to care for a member of their immediate family or a member of their household or other personal emergencies involving the same; b) all paid personal/carer's leave credits have been exhausted or the employee has no entitlement to paid leave; and c) the employee has provided notice in accordance with clause 7.35.
7.50	Bereavement and Compassionate Leave	An employee is entitled to three days paid bereavement leave per occurrence where a member of the employee's immediate family or a member of the employee's household dies.
7.51		An employee is also entitled to three days paid compassionate leave per occurrence where a member of the employee's immediate family or a member of their household contracts an illness or sustains an injury that poses a serious threat to his/her life. Employees must provide documentary evidence as per clause 7.42 to support any claims for leave of this nature.
7.52		Such leave will count as service for all purposes.

Parental Leave

- 7.53 Unpaid Parental Leave
- In clauses 7.54, 7.58, 7.60, 7.65, and 7.67, an eligible employee is an:
- a) employee who has completed at least 12 months of continuous service in the APS; and
 - b) in relation to adoption related leave, an employee who is adopting a child who:
 - i) is, or will be, under 16;
 - ii) has not or will not have lived continuously with the employee for a period of 6 months or more; and
 - iii) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner, as at the day of placement, or the expected day of placement, of the child.
- 7.54
- An eligible employee is entitled to 12 months of unpaid parental leave (parental leave period) if the leave is associated with:
- a) the birth of a child of the employee or the employee's spouse or de facto partner; or
 - b) the placement of a child with the employee for adoption; and
 - c) the employee has or will have a responsibility for the care of the child.
- 7.55
- This leave will not count as service. This leave may be taken in conjunction with long service leave and/or annual leave.
- 7.56
- An employee may access paid personal/carer's leave or compassionate leave, while on parental or foster care leave not to count as service, unpaid parental or foster care leave, annual leave or long service leave.

- 7.57 Return to Work After Parental Leave
- On ending parental or maternity leave, an employee is entitled to return to:
- a) the employee's pre-parental/maternity leave duties; or
 - b) if those duties no longer exist - an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.

For the purpose of this clause, duties means those performed:

- a) if the employee was moved to safe duties because of the pregnancy - immediately before the move; or
- b) if the employee began working part-time because of the pregnancy - immediately before part-time employment began; or
- c) otherwise - immediately before the employee commenced maternity or parental leave.

- 7.58 Unpaid Foster Care Leave
- In this clause an eligible employee is:
- a) an employee who has completed at least 12 months of continuous service in the APS; and
 - b) an employee who has not previously taken foster care leave in respect of the child; and
 - c) in relation to the foster care leave, an employee who is assuming fostering responsibility for a child who:
 - i) is, or will be, under 16; and
 - ii) is not a child of the employee or the employee's spouse or de facto partner, as at the date of the placement, or the expected placement of the child.

An eligible employee is entitled to 12 months of unpaid foster care leave if the leave is associated with:

- a) the placement of the child under a permanent or long term fostering arrangement with the employee or the employee's spouse or de facto partner by a person or organisation with statutory responsibility for the placement of the child, where the child is not expected to return to their family; and
- b) the employee has or will have responsibility for the care of the child.

This leave will not count as service. The leave may be taken in conjunction with long service and/or annual leave.

7.59	Return to Work After Foster Care Leave	On ending foster care leave, an employee is entitled to return to the duties the employee performed immediately before the employee commenced foster care leave or, if those duties no longer exist, to another available position for which the employee is qualified and suited at the same classification and pay as applied pre-foster care leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.
7.60	Special Maternity Leave	An eligible employee will be entitled to a period of unpaid leave (Special Maternity Leave) in accordance with the FW Act, where they suffer from a pregnancy related illness or the employee's pregnancy ends within 28 weeks before the expected date of birth of the child.
7.61	Paid Maternity Leave	The eligibility for maternity leave is provided for under the <i>Maternity Leave (Commonwealth Employees) Act 1973</i> (ML Act). An employee entitled to paid maternity leave under the ML Act is entitled to 6 weeks paid maternity leave in addition to the 12 weeks paid maternity leave she is entitled to under the ML Act making a total of 18 weeks. This clause applies to employees on paid maternity leave on or after the commencement date of this Agreement.
7.62		Where the 12 months qualifying period as defined in the ML Act occurs during the period that would have otherwise been covered by the 18 week paid period, the employee will be entitled to pay for the remainder of the 18 week period from the date the 12 month qualifying service period is met.
7.63		In order to provide more flexible administration of maternity leave, approval may be given to employees, in advance, to spread the 18 weeks of paid leave over a period of 36 weeks at half pay. Only the initial 18 weeks paid leave will count as service.
7.64	Paid Leave for Spouse or De Facto Partner	Of the 12 months unpaid parental leave, employees may take four weeks of paid leave to count as service within six months of the birth or adoption of the relevant child.
7.65	Paid Foster Care Leave	An eligible employee for the purposes of clause 7.58, who has primary care of the child, is entitled to 18 weeks paid foster care leave. In order to provide more flexible administration of foster care leave, approval may be given to eligible employees, in advance, to spread the 18 weeks paid leave over a period of 36 weeks at half pay. Only the initial 18 weeks of paid leave will count as service.

7.66	Paid Leave for Spouse or De Facto Partner Placement of Child	Of the 12 months unpaid foster care leave, an employee may take four weeks of paid leave to count as service within six months of the placement of the child with the eligible employee's family.
7.67	Adoption Leave	Of the 12 months unpaid adoption leave, an eligible employee who is the primary care giver may take up to 18 weeks of paid leave on placement of the adopted child (or one week earlier in the case of an inter-country adoption). This provision applies to employees on paid adoption leave on or after the commencement date of this Agreement.
7.68		Where the 12 months continuous service occurs during the period that would have otherwise been covered by the 18 week paid period to count as service, the employee will be entitled to pay for the remainder of the 18 week period from the date the 12 month continuous service period is met.
7.69		In order to provide more flexible administration of adoption leave, approval may be given to eligible employees, in advance, to spread the 18 weeks paid leave over a period of 36 weeks at half pay. Only the initial 18 weeks of paid leave will count as service.
7.70	Extending Period of Unpaid Parental Leave	<p>Individual Employees</p> <p>An employee may request the Secretary to agree to extend the employee's unpaid parental leave for a further period of up to 12 months immediately following the end of the available parental leave period.</p>
7.71		The request must be in writing and submitted to the Department at least 4 weeks before the end of the available parental leave period. The Department will respond to a request in writing within 21 calendar days, either granting or rejecting the request. If the request is rejected, reasons for this decision must be provided to the eligible employee.
7.72	Employee Couples	This term only applies to members of an employee couple requesting an extension of a period of unpaid parental leave in relation to a child. 'Employee couple' has the same meaning as in the FW Act.
7.73		A request made by a member of an employee couple to extend their unpaid parental leave must specify any amount of unpaid parental leave and unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts.

7.74		The period of the extension cannot exceed 12 months, and will be reduced by any period of unpaid parental leave or unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts.
7.75	Grandparents' Leave	Ongoing employees with at least 12 months continuous service in the APS may apply for up to 12 months leave without pay to care for their grandchild.
7.76	NAIDOC Leave	The Secretary may approve up to two days paid leave per annum to participate in relevant NAIDOC week activities for employees of Aboriginal or Torres Strait Islander descent or employees with family or household members of Aboriginal or Torres Strait Islander descent.
7.77	Other Leave	The Secretary, having regard to the operational needs of the Department, may grant other leave. Other leave may be granted, with or without pay, for the period applied for or for another period and may be subject to certain conditions (e.g. time limits) as determined by the Secretary. For more information on other leave including an indicative list of circumstances where leave may be granted, employees should consult the Department's Leave policy.
7.78	Leave for Eligible Community Service Activity	The Secretary will grant leave without pay to an employee to participate in an eligible community service activity in accordance with ss 108-112 of the FW Act. The employee may also be granted leave without pay to participate in regular training and ceremonial duties associated with emergency services duties, for reasonable travelling time associated with the activity and reasonable rest time following the activity.
7.79	Leave to Perform Volunteer Work	The Secretary may grant up to two days paid leave per calendar year to an employee to perform volunteer work with a community organisation. Community service work must not: <ul style="list-style-type: none"> a) involve any payment in cash or kind to the employee for work performed; b) replace a paid worker; c) be undertaken for direct personal benefit; d) be work which does not have a community focus; e) present a conflict of interest for the Department; or f) be focused on promoting particular religious or political views.

7.80 Leave for ADF Reserve and Continuous Full Time Service or Cadet Force Obligations

An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full time Services (CFTS) or Cadet Force obligations.

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

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

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

With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves. Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.

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

Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

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

7.81 Christmas Closedown

The Agency will close its normal operations from the close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.

Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee 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 on half pay).

7.82

There will be no deduction from Annual or Personal/carer's leave credits for the closedown days.

- 7.83 Rostered employees required to work during the Christmas/New Year period are covered by the provisions at Appendix D of this Agreement. Conditions for other employees who work during the Christmas/New Year period are at clause 6.33.
- 7.84 Long Service Leave An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 7.85 The minimum period during which long service leave can be taken is seven calendar days (at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.
- 7.86 Public Holidays Employees 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.
- 7.87 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.

- 7.88 The Secretary and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- Where a public holiday falls on a day during a period when an employee 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).
- 7.89 Unauthorised Absences Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement cease to be available until the employee resumes duty, is granted leave or ceases employment. Such absences will not count as service for any purpose.
- 7.90 Unauthorised absences may be referred to the Secretary to determine the appropriate action under the PS Act.

Part 8 — Redeployment, Redundancy Termination, Resignation and Retirement

- 8.1 Principles During the term of this Agreement, the Department will plan and manage its workforce to deliver on current and future business needs. This will involve workforce planning across the agency and responding to changing workforce needs through targeted people strategies.
- 8.2 Application The following redeployment and redundancy provisions will apply to employees of the Department, other than non-ongoing employees and those employees on probation, who are potentially excess or declared excess by the Secretary.
- 8.3 Excess Employee An employee is excess to the requirements of the Department if the Secretary determines:
- a) the staff member is included in a class of employees in the Department, which class comprises a greater number of employees than are necessary for the efficient and economical working of the Department;
 - b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Department or structural or other changes in the nature, scope or organisation of the functions of the Department (other than for reasons set out in s29(3)b)-(h) of the PS Act); or
 - c) where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Secretary has determined that the provisions of this Agreement apply to that employee.
- 8.4 When the Secretary is aware that an employee(s) is likely to become excess to the requirements of the Department, the Secretary will at the earliest practicable time, advise the employee(s) and where they choose, their representatives, in writing of the situation. The Department will provide reasonable assistance to staff who are declared excess.
- 8.5 Discussion Period The Secretary will meet with a potentially excess employee and, where they choose, their representatives, at the earliest practicable time and within one month following a notification under clause 8.4 (the 'discussion period'), to discuss:
- a) redeployment opportunities for the employee(s) concerned;
 - b) possible referral to a service provider; and
 - c) whether voluntary redundancy might be appropriate.

- 8.6 Where the employee declines or refuses to meet with the Secretary for the purposes of clause 8.5 the Secretary may advise the employee immediately that they are excess where a period of at least one month after the Secretary has advised the employee under clause 8.4 has lapsed.
- 8.7 The Secretary may, at any time, invite employees who are not excess employees to elect for voluntary redundancy, where the termination of those employees' employment would permit the redeployment of employees who would otherwise remain or become excess.
- 8.8 Following the discussion period, the Secretary will immediately advise affected employee(s) and their representatives in writing that they are excess.
- 8.9 Voluntary Redundancy The Secretary may invite an excess employee to elect for voluntary redundancy within two months of that employee being declared excess.
- 8.10 The Consideration Period Where an employee has been invited to elect for voluntary redundancy, the employee will have one month in which to make such an election in writing ('the consideration period').
- 8.11 If an excess employee is not invited to elect for voluntary redundancy within the two months of being declared excess, the employee must be invited to elect for voluntary redundancy immediately following the end of the two month period, if the employee has not been redeployed.
- 8.12 Where an election for voluntary redundancy is made by an employee, the Secretary may decide whether to accept that election. However, the Secretary will not give notice of termination of the employee's employment, before the end of the consideration period without the agreement of the employee.
- 8.13 Within the consideration period the employee must be given information on:
- a) the amount of his or her severance benefit;
 - b) pay in lieu of notice;
 - c) the value of outstanding annual and long service leave credits;
 - d) the amount of his or her accumulated superannuation contributions;
 - e) estimates provided by ComSuper concerning his or her superannuation;
 - f) the taxation rules applying to the various payments; and
 - g) the level of assistance for financial advice, up to a maximum of \$400.

- 8.14 The information is provided for guidance purposes only, and is not an offer capable of forming a binding contract.
- 8.15 Only one opportunity to elect for voluntary redundancy will be provided to an excess employee.
- 8.16 An excess employee may elect for redeployment at any time.
- 8.17 **Period of Notice** Where an employee elects for voluntary redundancy, the Secretary may decide to accept that election and terminate the employee's employment.
- The employee will be provided with notice of termination, or payment in lieu. The period of notice will be four weeks, or five weeks for an employee over 45 years of age with at least five years continuous service.
- 8.18 Where an employee resigns or their employment is terminated during the notice period, he or she will receive payment in lieu of notice for the unexpired portion of the notice period.
- 8.19 **Severance Benefit — Voluntary Redundancy** Where the Secretary accepts an employee's election for voluntary redundancy, and the employee's employment is terminated on the grounds that they are excess to the Department's requirements, the employee is entitled to be paid a sum equal to two weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service.
- For two or more periods of service to count as a period of continuous service there must be no breaks between the periods of service, except:
- a) where the break is less than one month and occurred where an offer of employment in relation to the second period of service was made and accepted before the end of the first period of service (whether or not the period of service are with the same employer or agency); or
 - b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under s 49 of the repealed *Public Service Act 1922* (Cth).
- 8.20 Subject to any minimum entitlements the employee would be entitled to under the National Employment Standards (NES), the minimum sum payable will be four weeks salary and the maximum will be 48 weeks' salary.
- 8.21 The severance benefit will be calculated on a pro rata basis for any period of service where an employee has worked part-time hours. However, where an employee has both full-time and part-time service, the full-time service is used first in the calculation.

- 8.22 Service for Severance Pay Purposes Subject to clauses 8.19 and 8.23, service for severance pay 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 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, if service has not previously been recognised for severance pay purposes; and
 - f) service in another organisation where an employee was moved from the APS to give effect to an administrative re-arrangement; or an employee of an organisation is engaged as an APS employee as a result of an administrative re-arrangement; and such service is recognised for long service leave purposes.
- 8.23 Service Not to Count for Severance Pay Purposes Any periods of service which ceased:
- a) because of a termination of employment on the following grounds:
 - i) the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - ii) non-performance, or unsatisfactory performance, of duties;
 - iii) inability to perform duties because of physical or mental incapacity;
 - iv) failure to satisfactorily complete an entry level training course;
 - v) failure to meet a condition imposed under subsection 22(6) of the PS Act; or
 - vi) a breach of the Code of Conduct;
 - b) because of a termination of employment on a ground equivalent to a ground listed in subclause a) directly above under the repealed *Public Service Act 1922*; or
 - c) because of voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - d) with the payment of a redundancy benefit or similar payment or an employer-financed termination benefit;
- will not count as service for severance pay purposes.
- 8.24 Absences from work which do not count as service for any purpose will not count as service for severance pay purposes.

- 8.25 Rate of Payment — Severance Benefit For the purpose of calculating any payment under clauses 8.18 and 8.19, salary will include:
- a) the employee's base salary; or
 - b) the salary of the higher position, where the employee has been paid at the higher level for a continuous period of at least 12 months immediately preceding the date on which she or he is given notice of termination; or
 - c) shift penalties, or the weekend allowance payable in accordance with Appendix D, where the employee has undertaken shift work and is entitled to shift penalties or the weekend allowance for 50% or more of the pay periods in the 12 months preceding being given notice of termination. A weekly average of penalties due over the 12 months will be included in the salary; and
 - d) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding other allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.
- 8.26 Retention Periods Where an excess employee is unable to be redeployed, and does not elect for voluntary redundancy, the employee will not be made involuntarily redundant until the following retention periods have elapsed:
- a) 13 months where an employee has 20 years of service or is over 45 years of age; or
 - b) seven months for other employees.
- 8.27 However, the duration of the retention period will be reduced by the period equivalent to the employee's NES redundancy entitlement. For example, an employee who would otherwise be eligible for a retention period of seven months and a NES redundancy payment equivalent to twelve weeks' salary, the employee's retention period will be seven months minus twelve weeks.
- 8.28 The retention period will commence on the day the employee is advised by the Secretary that he or she is excess or one month after the Secretary invites the employee to elect for voluntary redundancy, whichever is the earlier.
- 8.29 The retention period will be extended by periods of personal/carer's leave for illness purposes taken during the retention period, up to a maximum of eight weeks, and subject to satisfactory medical evidence being provided.
- Where an absence for illness purposes exceeds eight weeks the Secretary will determine, on a case by case basis, whether the retention period should be extended further.

- 8.30 During the retention period the Secretary:
- a) will continue to take reasonable steps to redeploy the excess employee; and/or
 - b) may with four weeks' notice, in consultation with the employee, reduce the excess employee's classification as a means of redeploying the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, she or he will continue to be paid at their previous classification for the balance of the retention period.
- 8.31 An employee will be entitled to reasonable leave with full pay to attend necessary employment interviews from the date the employee is advised in writing that they are an excess employee or advised in writing that the Secretary has accepted an election by the employee for voluntary redundancy under clauses 8.9 and 8.17 (during the retention period).
- 8.32 The Secretary may approve assistance for an excess employee in meeting reasonable travel and incidental expenses incurred in relation to the employee seeking alternative employment.
- 8.33 An excess employee required to move the employee's household to a new locality as a result of redeployment will be entitled to reasonable relocation costs.
- 8.34 Where:
- a) an excess employee has been receiving redeployment assistance from a provider for two months and has not been invited to elect for voluntary redundancy under clause 8.12; and
 - b) the provider certifies that there is no reasonable prospect of redeployment in the APS; and/or
 - c) the Secretary is satisfied that there is insufficient productive work available for the employee within the Department during the remainder of their retention period;
- the Secretary may, with the agreement of the employee, terminate the employee's employment on the grounds that they are excess to the Department's requirements, and pay the balance of the retention period as a lump sum. This payment will be taken to include the payment in lieu of notice of termination and will be reduced by the amount of the employee's NES redundancy entitlement.
- 8.35 Involuntary Redundancy The Secretary may involuntarily terminate the employment of an excess employee at the end of the retention period on the grounds that they are excess to the Department's requirements.

- 8.36 An excess employee will not have their employment involuntarily terminated if the employee has not commenced a retention period, has not been invited to elect for voluntary redundancy, or has elected for voluntary redundancy but the Secretary has not accepted the election.
- 8.37 An excess employee will not have their employment involuntarily terminated without being given four weeks notice (or five weeks notice for an employee over 45 years of age with at least five years of continuous service) of termination of employment, or payment in lieu of notice. These periods of notice will, as far as practicable, be concurrent with the retention periods.
- 8.38 Nothing in these provisions will prevent the reduction in classification of an employee as a result of action under the discipline, invalidity or inefficiency provisions of the PS Act.
- 8.39 Where 15 or more employees become excess the Secretary will comply with the provisions of sections 530 and 531 of the FW Act.
- 8.40 Notice of Resignation or Retirement An employee should give the Secretary written notice of their intention to resign or retire at least 10 working days, or less upon agreement, prior to separation, to allow administrative processes to be undertaken prior to separation. Unless a contrary intention is apparent all resignations will be deemed to take effect at the close of business of the resignation date. Where an employee submits a resignation which takes effect on a public holiday, the resignation will be deemed effective at the close of business on the working day immediately prior to the public holiday.

Part 9 — Review and Settlement Procedures

- 9.1 Review of Termination Decisions An employee’s employment may be terminated under section 29 of the PS Act. Termination of, or a decision to terminate employment cannot be reviewed under this Agreement. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are:
- a) the FW Act;
 - b) other Commonwealth laws (including the Constitution); and
 - c) at common law.
- 9.2 Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with s 123 of the FW Act, subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the Code of Conduct under s 15 of the PS Act.
- 9.3 Review of Workplace Decisions An employee is entitled under s 33 of the PS Act and Part 5 of the *Public Service Regulations 1999* to a review of any APS action that relates to their employment, noting that not all actions are reviewable. At any point in this process within the Department the employee may, where they so choose, be supported by a person of their choice.

9.4 Resolution of Agreement Disputes

If a dispute relates to a matter arising under this Agreement, or the NES the parties to the dispute must first attempt to resolve the matters at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.

If a resolution of the dispute has not been achieved after discussions have been held in accordance with the provision above, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussion with more senior levels of management where appropriate, or through alternative dispute resolution methods.

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

Fair Work Australia may deal with the dispute in 2 stages:

- a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - i) arbitrate the dispute; and
 - ii) make a determination that is binding on the parties.

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

The agency or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.

Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirement at section 228 of the *Fair Work Act 2009*.

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

- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) an employee must comply with a direction given by the Secretary to perform other available work at the same workplace, or at another workplace, unless:
 - i) the work is not safe; or
 - ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii) the work is not appropriate for the employee to perform; or
 - iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

9.5

Any dispute under the DBCDE Enterprise Agreement 2010-2011 (the previous EA) that was on foot but was not resolved before this Agreement started operating will be progressed under the dispute resolution procedures in the previous EA.

Appendix A — Base Salary Structure

Table 1: APS and Executive Level — Base Salary Structure

Classification	Current salary as at 30/6/2011	Salary as at 1/7/2011	Salary as at 1/7/2012	Salary as at 1/7/2013
	\$ per annum	3% increase	3% increase	3% increase
	124144	127868	131704	135656
	121539	125185	128941	132809
	117826	121361	125002	128752
	110115	113418	116821	120326
EL 2	104729	107871	111107	114440
	100075	103077	106170	109355
	97053	99965	102964	106052
EL 1	90276	92984	95774	98647
	81906	84363	86894	89501
	78139	80483	82898	85385
	76086	78369	80720	83141
	73249	75446	77710	80041
APS 6	69740	71832	73987	76207
	68917	70985	73114	75307
	66783	68786	70850	72976
	65027	66978	68987	71057
APS 5	63245	65142	67097	69110
	61310	63149	65044	66995
	59698	61489	63334	65234
	58204	59950	61749	63601
APS 4	56729	58431	60184	61989
	54681	56321	58011	59751
	53242	54839	56484	58179
	51899	53456	55060	56711
APS 3	50612	52130	53694	55305
	49326	50806	52330	53900
	48028	49469	50953	52481
	46858	48264	49712	51203
	45672	47042	48453	49907
APS 2	44502	45837	47212	48629
	43438	44741	46083	47466
	42296	43565	44872	46218
	40625	41844	43099	44392
APS 1	39556	40743	41965	43224

Table 2: Legal Base Salary Structure

Classification	Current salary as at 30/6/2011	Salary at 1/7/2011	Salary at 1/7/2012	Salary at 1/7/2013
	\$ per annum	3% increase	3% increase	3% increase
	131106	135039	139090	143263
	128346	132196	136162	140247
	124470	128204	132050	136012
Legal 2/EL2 equivalent	119586	123174	126869	130675
	112016	115376	118838	122403
	108615	111873	115230	118687
	101657	104707	107848	111083
	97053	99965	102964	106052
Legal 1 (upper)/EL1 equivalent	90276	92984	95774	98647
Legal 1 (lower)/APS 4-6 equivalent				
	78139	80483	82898	85385
	76086	78369	80720	83141
APS 6	69740	71832	73987	76207
	66234	68221	70268	72376
APS 5	63245	65142	67097	69110
APS 4	61310	63149	65044	66995

Table 3: Public Affairs Base Salary Structure

Classification	Salary as at 30/6/2011	Salary as at 1/7/2011	Salary as at 1/7/2012	Salary as at 1/7/2013
	\$ per annum	3% increase	3% increase	3% increase
	130075	133977	137997	142136
EL2/Public Affairs Manager	127338	131158	135093	139146
	124090	127812	131646	135595
	121486	125131	128884	132751
EL2/Senior Public Affairs	117826	121361	125002	128752
	112017	115378	118839	122404
	108615	111873	115230	118687
	103772	106885	110092	113394
EL1/Public Affairs	94684	97525	100450	103464
	84398	86930	89538	92224
	80516	82931	85419	87982
	78399	80751	83173	85669
APS 6/Public Affairs	72821	75006	77256	79573
	68917	70985	73115	75308
	66783	68786	70850	72976
	65027	66978	68987	71057
APS 5/Public Affairs	63245	65142	67097	69110

Table 4: Salary Structure for Executive Level Staff on TOIL

Classification	Current salary as at 30/6/11	Salary at 1/7/2011	Salary at 1/7/2012	Salary at 1/7/2013
	\$ per annum	3% increase	3% increase	3% increase
	124106	127829	131664	135614
	121346	124986	128736	132598
	117470	120994	124624	128363
Legal 2/EL2 equivalent	112586	115964	119442	123026
	106516	109711	113003	116393
	103115	106208	109395	112677
	96157	99042	102013	105073
	91553	94300	97129	100042
Legal 1 (upper)/EL1 equivalent	84776	87319	89939	92637
	123075	126767	130570	134487
EL2/Public Affairs Manager	120338	123948	127667	131497
	114486	117921	121458	125102
EL2/Senior Public Affairs	110826	114151	117575	121103
	106517	109713	113004	116394
	103115	106208	109395	112677
	98272	101220	104257	107384
EL1/Public Affairs	89184	91860	94615	97454
	117144	120658	124278	128006
	114539	117975	121514	125160
	110826	114151	117575	121103
	103115	106208	109395	112677
EL 2	97729	100661	103681	106791
	94575	97412	100335	103345
	91553	94300	97129	100042
EL 1	84776	87319	89939	92637

Appendix B — Legal and Public Affairs Classifications — Qualification Requirements

LEGAL DESIGNATION – QUALIFICATION REQUIREMENTS

- 1.1 Those positions locally designated as 'Legal' will be subject to advancement based on the performance management system or, where applicable, the conditions for advancement from Lower Level to Upper Level Legal 1 set out below.
- 1.2 Positions locally designated as Legal 2 or Legal 1 have the following mandatory qualifications:
- Legal 2
- a) Admission as a practitioner, however described, of the High Court or the Supreme Court of an Australian State or Territory;
- Legal 1
- b) A degree in Law of an Australian tertiary institution, or a comparable overseas qualification, which in the opinion of the Secretary, is appropriate to the duties of the office; or
 - c) Admission as a practitioner, however described, of the High Court or the Supreme Court of an Australian State or Territory.
- 1.3 Advancement from a Lower Level to an Upper Level Legal 1 will occur if and only if the Secretary certifies that:
- a) The employee has the qualifications and experience to provide legal services in the Department at the standard expected of an Upper Level Legal 1 with minimum assistance and supervision;
 - b) That sufficient work is available which requires that the employee perform duties at that level; and
 - c) That the employee's performance at the Lower Level Legal 1 has been rated as 'fully effective' or higher at the employee's most recent performance assessment.
- 1.4 The Secretary's certification of the employee's ability to perform Upper Level Legal 1 work under 1.3(a) must be based on:
- a) An assessment as part of the Department's Performance Management System; or
 - b) A selection committee report on an application for a Legal 1 position in the Department; or
 - c) A merit assessment conducted in accordance with paragraph 1.5 below.
- 1.5 The Secretary may invite a Lower Level Legal 1 to apply for advancement. The application will be considered against the selection criteria by a merit assessment committee in like manner to a selection committee considering applications for a vacancy.

PUBLIC AFFAIRS CLASSIFICATIONS – QUALIFICATION REQUIREMENTS

- 1.6 Positions locally designated as 'Public Affairs' will be subject to advancement based on the performance management system and have the following mandatory qualifications:
- a) A degree or diploma or postgraduate degree or diploma with a major in journalism, communications, public relations, marketing, creative/graphic art design, of an Australian tertiary institution, or a comparable overseas qualification which, in the opinion of the Secretary, is appropriate to the duties of the office; or
 - b) Possession of recognised skills or relevant experience in the fields referred to in sub-clause (a) above which, in the opinion of the Secretary are appropriate to the duties of the office.

Appendix C — Remote Localities Assistance

- 1 The Secretary will approve remote locality assistance to an employee working in a remote locality listed in Table 1.
- 2 The range of assistance may include:
additional annual leave;
 - a) District Allowance (DA);
 - b) leave fares;
 - c) reimbursement for the cost of travel to the nearest qualified medical or dental practitioner for medical or emergency dental treatment where the treatment is not available at the employee's locality;
 - d) reimbursement of fares for emergency or compassionate travel; and
 - e) reimbursement of fares of children at school away from the employee's usual locality.
- 3 Additional annual leave accrues in accordance with Table 1.
- 4 DA rates are as listed in Table 2. DA is paid and adjusted in accordance with the rates advised by the relevant subscription service.
- 5 Leave fares accrue once each year or once every two years in accordance with Table 1. A leave fare entitles the employee and eligible dependants to an economy class return air fare from the employee's work locality to the nearest capital city.
- 6 An annual leave fare will lapse two years from the date the leave fare accrued and a biennial leave fare will lapse four years from the date the leave fare accrued.
- 7 Employees who are not on probation may elect to receive their leave fare entitlement as a cash payment. This election may be made at any time.
- 8 The cash payment will be based on:
 - a) the fully flexible internet airfare offered by the relevant airline; or
 - b) the normal economy fare, where an internet airfare is not offered; from the employee's work locality to the nearest capital city.
- 9 The cash payment will be increased by a factor that will provide the employee with an after tax amount that is equal to the value of the airfare.
- 10 The Secretary will approve fares assistance where an employee, or an eligible dependant who resides with the employee, travels where it is necessary for travel from the locality for specialist or emergency medical or dental treatment because there is no suitable resident medical specialist and/or practitioner or dentist at the locality. If it is necessary for a sick or injured person or a child to be accompanied by an attendant, reasonable transport and accommodation costs for the attendant are to be reimbursed.

- 11 The Secretary will approve fares assistance where an employee, or an eligible dependant who resides with the employee, travels to a location where a close relative is critically or dangerously ill or dies. Where a close relative is critically or dangerously ill or dies overseas, fares assistance is calculated to the Australian international airport nearest to the close relative's location.
- 12 Employees are required to provide documentary evidence to support claims for reimbursement under clauses 10 and 11. Employees are not entitled to reimbursement of fares where they have entitlement to assistance under a community scheme. However, employee contributions required under a community scheme will be reimbursed.
- 13 The Secretary may determine that some or all of the remote locality related provisions may apply to employees engaged in other localities, where such a need arises.

Table 1

Locality	Additional annual leave (weeks) subclause a)	District allowance grading subclause b)	Leave fares subclause c)	Other fares subclauses d), e) and f)
NEW SOUTH WALES				
Bourke	0.6	B	Biennial	Yes
Broken Hill	0.4	A		Yes
Lightning Ridge	0.4	A		
Moree	0.4	A		Yes
Narrabri	0.4	A		Yes
Walgett	0.4	A		Yes
QUEENSLAND				
Bamaga	1.4	D	Annual	Yes
Barcaldine	0.6	B	Annual	Yes
Biloela	0.4	A		Yes
Bowen	0.4	A	Biennial	Yes
Burketown	1.4	D	Annual	Yes
Cannonvale	0.4	A	Biennial	Yes
Charleville	0.4	A	Biennial	Yes
Cloncurry	0.6	B	Annual	Yes
Cooktown	0.6	B	Biennial	Yes
Doomagee	1.4	D	Annual	Yes
Emerald	0.4	A		Yes
Hopevale	0.6	B	Biennial	Yes

Locality	Additional annual leave (weeks) subclause a)	District allowance grading subclause b)	Leave fares subclause c)	Other fares subclauses d), e) and f)
Longreach	0.6	B	Annual	Yes
Mt Isa	0.6	B	Annual	Yes
Mornington Island	1.4	D	Annual	Yes
Normanton	1.4	D	Annual	Yes
Palm Island	0.6	B	Annual	Yes
Roma	0.4	A	Biennial	Yes
Thursday Island	1.4	D	Annual	Yes
Weipa	1.4	D	Annual	Yes
NORTHERN TERRITORY				
Alice Springs	1.0	B	Annual	Yes
Borroloola	1.4	D	Annual	Yes
Katherine	1.4	D	Annual	Yes
Maningrida	1.4	D	Annual	Yes
Nhulunbuy	1.4	D	Annual	Yes
Tennant Creek	1.4	D	Annual	Yes
Tiwi Islands	1.4	D	Annual	Yes
Wadeye	1.4	D	Annual	Yes
Yuendumu	1.4	D	Annual	Yes
SOUTH AUSTRALIA				
Ceduna	0.4	A	Biennial	Yes
Cooper Pedy	0.6	B	Annual	Yes
WESTERN AUSTRALIA				
Broome	1.0	C	Annual	Yes
Carnarvon	0.4	A	Biennial	Yes
Derby	1.4	D	Annual	Yes
Fitzroy Crossing	1.4	D	Annual	Yes
Halls Creek	1.4	D	Annual	Yes
Kalgoorlie	0.4	A		Yes
Karratha	1.0	C	Annual	Yes

Locality	Additional annual leave (weeks) subclause a)	District allowance grading subclause b)	Leave fares subclause c)	Other fares subclauses d), e) and f)
Kununurra	1.4	D	Annual	Yes
Laverton	0.6	C	Annual	Yes
Meekatharra	0.6	B	Annual	Yes
Newman	1.0	C	Annual	Yes
South Hedland	1.0	C	Annual	Yes

Table 2

District Allowance Grade	Without Dependants Rate with effect from 23/06/10 \$	With Dependants Rate with effect from 23/06/10 \$
A	930	1830
B	2410	4420
C	3400	5980
D	5440	8800

Appendix D — Rostered Employees

- 1 For the purpose of this Appendix a rostered employee is an employee who works to a specified roster. A roster may specify:
- a) A pattern or period of work for the employees that may vary each roster cycle; or
 - b) A regular fixed pattern of work for employees.

- 2 The roster will specify the employees who are to work the roster, and the commencing and finishing times for duty.

Standard Hours of Duty

- 3 Hours of duty for rostered employees are eight hours per day unless otherwise agreed in accordance with the requirements of the roster.
- 4 Employees who are required to work according to a roster are not entitled to access the Flexitime scheme outlined in this Agreement.

Shift Penalties

- 5 Employees (including Irregular and Intermittent employees) who perform duty on a roster will be paid an additional amount as specified in Table 1:

Table 1

Rostered Duty	Penalty rate
Saturday*	50% 25% when on Annual Leave
Sunday	100% 50% when on Annual Leave
Public Holiday (rostered on)	150%
Public Holiday (rostered off)	100%
Public Holiday (rostered on during Annual Leave)	Penalties not paid. Public Holiday not deducted from Annual Leave.

*A working day between Christmas Day and New Years Day is treated in the same way as a Public Holiday.

Appendix E — Supported Wage System for Employees with a Disability

Eligibility Criteria

- 1 Employees covered by these provisions will be those who are unable to perform the range of duties to the work level required for the classification level for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.

Supported Wage Rates

- 2 Employees to whom the provisions of this Appendix apply will be paid the applicable percentage of the relevant salary for which the employee is engaged under this Agreement relevant to the employee's assessed capacity, provided that the amount payable will be not less than the minimum prescribed rate set by the relevant Government body.

For example, where an employee has an assessed capacity of 30 per cent they will be entitled to 30 per cent of the prescribed salary rate.

- 3 Where an employee's assessed capacity is 10%, he or she will receive a high degree of assistance and support.

Assessment of Capacity

- 4 For the purpose of establishing the percentage of the salary rate to be paid to an employee under the provisions of this Appendix, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an Assessment Instrument.

Lodgement of Assessment Instrument

- 5 All Assessment Instruments, including the assessment of the percentage of the salary rate to be paid to the employee, will be lodged by the Secretary with the relevant Government body.

- 6 All Assessment Instruments will be agreed and signed by the parties to the assessment.

Review of Assessment

- 7 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Employment Conditions

- 8 Where an assessment has been made, the applicable percentage shall apply to the salary only. Employees covered by these provisions will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement, paid on a pro rata basis.

Workplace Adjustment

- 9 Where the Secretary employs a person under these provisions, he or she shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial Period

- 10 In order for an adequate assessment of the employee's capacity to be made, the Secretary may employ a person under these provisions for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

The minimum amount payable to the employee during the trial period will be no less than \$71 per week, increased in line with decisions by the relevant Government body.

Where the Secretary and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of the assessment under Clause 4.

Definitions

Agreement — means the Department of Broadband, Communications and the Digital Economy Enterprise Agreement 2011 - 2014.

APS — means the Australian Public Service.

Assessment Instrument — means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Base Salary — means the salary assigned to the classification level of the employee's nominal occupancy, and for EL employees is subject to the election of TOIL, if any. Base salary does not include temporary reassignment of duties or any other allowance.

Bandwidth — means 7 am to 7 pm, Monday to Friday.

CEIs — means the Chief Executive's Instructions made under the *Financial Management and Accountability Regulations 1997* as in force from time to time.

Commonwealth Agency — means an Agency as defined in the PS Act.

Department — means the Commonwealth of Australia as represented by the Department of Broadband, Communications and the Digital Economy.

Disability Support Pension — means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act*, as amended from time to time, or any successor to that scheme.

Eligible Dependant — For the purpose of remote locality provisions is a person:

- who reside(s) with the employee; and
- whose income, if any, is less than the base rate of salary of an APS 1 in the Department.

Employee — unless otherwise stated, means an APS employee employed in the Department under the PS Act, but excludes SES employees (other than a non-SES employee on temporary reassignment at the SES level) and statutory office holders.

FW Act — means the *Fair Work Act 2009*.

Human Resources Delegation Schedule — means the instrument of delegation used by the Secretary to delegate human resource related powers and functions under the appropriate legislation to persons specified in the schedule.

Immediate Family Member — For the purposes of accessing the Employee Assistance Program, personal/carer's leave for caring purposes, unpaid carer's leave, bereavement or compassionate leave or compassionate travel an immediate family member is a relation by:

- blood;
- marriage (in law);
- de facto partner (including same sex partner);
- adoption;
- fostering or traditional kinship; or
- a parent, child, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

Immediate family member also includes a former de facto partner and a former spouse.

NES— National Employment Standards.

Performance Management System — means the Department's performance management system.

PS Act — means the *Public Service Act 1999*.

Registered Health Practitioner — means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioner of that type).

Secretary — means the Agency Head of the Department as defined under the PS Act or where the Agency Head has delegated his or her powers, that person.

Standard Hours — means 8.30 am to 12.30 pm and 1.30 pm to 5 pm Monday to Friday.

Supported Wage System — means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability. For more information employees should consult Appendix F and the applicable guidelines.

Transfer Salary — means the confirmed base salary of an employee in another APS agency immediately prior to commencement in the Department

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