



Australian Government

Department of Human Services

# Department of Human Services Agreement 2011–2014



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## **PART A SCOPE OF AGREEMENT**

### **A1 TITLE**

A1.1 This Agreement will be known as the *Department of Human Services Agreement 2011-2014*.

A1.2 Throughout this document, it will be referred to as "this Agreement".

### **A2 PARTIES TO THIS AGREEMENT**

A2.1 This Agreement covers:

- (a) the Secretary of the Department of Human Services ("the department"), for and on behalf of the Commonwealth of Australia as the employer;
- (b) all persons employed by the department, with the exception of:
  - (i) Senior Executive Service employees;
  - (ii) employees who are parties to current Australian Workplace Agreements;
  - (iii) employees with the classification of Medical Officer 2, Medical Officer 3, Medical Officer 4 or Medical Officer 5; and
  - (iv) Australian Hearing employees; and
- (c) the following employee organisations which were bargaining representatives for this Agreement:
  - (i) the Community and Public Sector Union (CPSU); and
  - (ii) the Media, Entertainment and Arts Alliance (MEAA).

### **A3 OPERATION OF THIS AGREEMENT**

A3.1 This Agreement is made under section 172 of the *Fair Work Act 2009*.

A3.2 This Agreement will commence seven days after it is approved by Fair Work Australia.

A3.3 The nominal expiry date of this Agreement will be 30 June 2014.

### **A4 CLOSED COMPREHENSIVE AGREEMENT**

A4.1 The terms and conditions of employment of the employees covered by this Agreement, other than terms and conditions applying under relevant Commonwealth laws, are stated in this Agreement.

A4.2 From the commencement of this Agreement, no further claims will be made or pursued about the terms and conditions of employment that would apply to employees during the life of this Agreement, unless that claim is consistent with the terms and conditions of this Agreement.

A4.3 This Agreement will be supported by policies and guidelines, as implemented and amended from time to time. Policies and guidelines will not form part of this Agreement. To the extent that there is any inconsistency between policies or guidelines and the express terms of this Agreement, this Agreement will prevail. Clause A7 requires the department to consult with employees and their representatives in relation to various amendments to policies and guidelines.

## **A5 DELEGATION**

- A5.1 The Secretary may, in writing, delegate or authorise any person to perform any of the Secretary's powers or functions under this Agreement.
- A5.2 Delegation and authorisation instruments will be published on the department's intranet pages as soon as practicable after being signed by the Secretary.

## **A6 INDIVIDUAL FLEXIBILITY ARRANGEMENT**

- A6.1 The Secretary and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the arrangement deals with one or more of the following matters:
    - (i) arrangements about when work is performed, overtime rates and/or penalty rates;
    - (ii) allowances;
    - (iii) remuneration; and/or
    - (iv) leave;
  - (b) the arrangement meets the genuine needs of the Secretary and employee in relation to one or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the Secretary and the employee.
- A6.2 The Secretary must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*;
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- A6.3 The Secretary must ensure that the individual flexibility arrangement:
- (a) is in writing;
  - (b) includes the name of the Secretary and the employee;
  - (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 enterprise agreement that will be varied by the arrangement;
    - (ii) how the arrangement will vary the effect of the terms;
    - (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
    - (iv) states the day on which the arrangement commences, and where relevant, the day on which the arrangement ceases.

- A6.4 The Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- A6.5 The Secretary or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing, at any time.
- A6.6 The department will report on the use of individual flexibility arrangements to the National Consultative Committee quarterly. This report will include information on:
- (a) the number of arrangements per classification;
  - (b) the reason(s) or purpose(s) for arrangements; and
  - (c) the conditions of this Agreement that are varied in the arrangements.
- A6.7 The information reported under subclause A6.6 will be presented in a way that does not identify individual employees.

## **A7 CONSULTATION**

- A7.1 The department respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether or not to join and be represented by a union in workplace matters.
- A7.2 Consultation means providing employees and their representatives with a bona fide opportunity to influence a decision-maker prior to a decision being made (where possible), and prior to the implementation of changes.
- A7.3 The Secretary will consult with potentially affected employees and their representatives in accordance with this clause A7:
- (a) on the introduction of major changes (or proposed major changes) referred to in subclauses A7.4 and A7.5; and
  - (b) on other workplace changes that will have an effect on employees referred to in subclause A7.6.

### ***Major Change***

- A7.4 Where a decision is made to introduce major changes in program, organisation, structure or technology that are likely to have a significant effect on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes, and their representatives.
- A7.5 Significant effects include (but are not limited to):
- (a) termination of employment;
  - (b) major changes in composition, operation or size of the department's workforce or in the skills required;
  - (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;

- (d) alteration in hours of work;
- (e) the need to retrain employees;
- (f) the need to relocate employees to another workplace; and
- (g) the restructuring of jobs.

***Other workplace changes***

A7.6 Where a workplace change that is likely to have an effect on employees (but is not a major change) is proposed, the Secretary will notify potentially affected employees and their representatives.

***Timing of consultation***

A7.7 Where a decision is made by Government, or is made outside the department, consultation with employees prior to making the decision may not be practicable. In such cases, consultation under this clause A7 regarding the implementation of the decision will occur as early as is reasonably practicable.

A7.8 In other cases, consultation with employees under this clause A7 will occur as early as possible prior to making a decision.

***Process***

A7.9 The Secretary must consult with the employees affected and their representatives, by:

- (a) discussing the introduction of the major change or other workplace change;
- (b) discussing the effects the change is likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees;
- (c) seeking the feedback and input of affected employees and their representatives, about the changes or proposed changes; and
- (d) giving prompt consideration to feedback or input raised by the employees and their representatives, in relation to the changes or proposed changes.

A7.10 Depending on the issue for consultation and the relevant workplace or workplaces, consultation may be general or specific, and may take the form of discussions, surveys, working groups, project teams, consultation meetings, other co-design approaches and/or the opportunity to make verbal or written comments.

A7.11 Local managers will consult with their employees and their representatives on local workplace changes. Consultative arrangements may be formal or informal (for example, standing agenda items for team meetings, committees in larger workplaces, or informal meetings with local managers in smaller worksites). Issues raised at the local level may be referred to a more senior manager.

A7.12 For the purpose of the discussions under subclause A7.9 and A7.10, the employees concerned and their representatives are to be provided in writing all relevant information about the changes or proposed changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.

A7.13 The Secretary is not required to disclose confidential or commercially sensitive information to the employees or their representatives.

A7.14 The Secretary will advise employees and their representatives about how their feedback or input was considered in the decision-making and/or implementation process, as relevant. This advice will be provided in writing, if requested.

### ***Committees***

A7.15 The department will establish consultative committees to consult with unions about workplace changes at the service zone level or national level.

A7.16 Service Zone Committees (including a National Office Committee), consisting of three management representatives and three union representatives, will meet at least three times per year and will deal with proposed changes within the Service Zone and implementation of Government decisions as they apply to the Service Zone. The Service Zone Committee may escalate relevant issues to the National Consultative Committee (NCC) or a subcommittee of the NCC.

A7.17 The NCC will consist of four management and four union representatives, will meet quarterly, and will deal with proposed changes within the department, and implementation of Government decisions as they apply to the department. The NCC may establish subcommittees on an as needs basis to deal with issues that require specific attention.

## **A8 DISPUTE RESOLUTION PROCEDURE**

### ***Application***

A8.1 If a dispute relates to a matter under this Agreement, or a matter under the National Employment Standards, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor or manager.

A8.2 A dispute will be notified to the appropriate person as soon as possible. Once a dispute has been notified, the parties will seek to resolve the matter in accordance with subclause A8.1 within 10 working days after notification of the dispute.

A8.3 If a resolution to the dispute has not been achieved after discussions have been held in accordance with subclauses A8.1 and A8.2, the parties to the dispute will endeavour to resolve the dispute in a timely manner (generally within 20 working days) either through discussions with more senior levels of management where appropriate, and/or through alternative dispute resolution methods.

A8.4 Either party to a dispute may expedite the timeframes (outlined in subclauses A8.2 and A8.3) for dealing with a dispute, having regard to the nature and urgency of the dispute.

A8.5 If discussions at the workplace level do not resolve the dispute in accordance with subclauses A8.1 to A8.3, a party to the dispute may refer the dispute to Fair Work Australia.

A8.6 Fair Work Australia may deal with the dispute in two 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 a dispute, it may also use the powers available to it under the Fair Work Act 2009. 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 Fair Work Act 2009. Therefore, an appeal may be made against the decision.*

- A8.7 The Secretary or an employee or employees who are a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause A8.
- A8.8 Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the *Fair Work Act 2009*.
- A8.9 Where a dispute relates to a decision that was made in accordance with relevant policy or guidelines, the dispute will be resolved on the basis of the policy or guidelines that applied at the time the original decision was made.
- A8.10 While the parties are attempting to resolve the dispute using the procedures in this clause A8:
- (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;
  - (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;
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
    - (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;
  - (c) where a dispute relates to a matter where consultation has not occurred, the employee will perform his or her work in accordance with custom and practice; and
  - (d) where a dispute, relating to a large number of employees, remains on foot in relation to a matter where consultation has occurred and there are far reaching impacts, employees will perform their work in accordance with custom and practice.
- A8.11 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause A8, subject to any appeal.
- A8.12 Where:
- (a) prior to the commencement of this Agreement, an employee has notified a dispute in accordance with the dispute resolution clause of a collective agreement that applied to the employee immediately before the commencement of this Agreement; and
  - (b) the dispute has not been finalised at the date of commencement of this Agreement,
- the parties agree to observe the processes outlined in the relevant dispute resolution clause of the previous collective agreement in respect of the dispute until the dispute is finalised.
- A8.13 The dispute resolution processes outlined in this clause A8 cannot be used in respect of the termination of a person's employment. The sole rights and remedies in respect of termination of employment are those outlined:

- (a) under the *Fair Work Act 2009* (as amended or replaced from time to time);
- (b) under other Commonwealth laws (including the Constitution); and
- (c) at common law.

**A9 DELEGATES' RIGHTS**

- A9.1 Schedule 6 of this Agreement sets out the rights and responsibilities of union workplace delegates in the workplace.
- A9.2 Delegates of the Media, Entertainment and Arts Alliance shall be able to access the Delegates Facilities provided at Schedule 6 of this Agreement.

## **PART B REMUNERATION**

### **B1 PAYMENT OF SALARY**

- B1.1 Schedule 2 (Base salaries) sets out the minimum and maximum salary levels for each classification level. During the term of this Agreement, the minimum and maximum salary levels for each classification level will be adjusted to reflect the general salary increases provided under clause B4.
- B1.2 Schedule 3 (Salary translation following commencement) sets out the arrangements for transitioning employees' salaries to the salary structure under this Agreement. Following salary transition in accordance with Schedule 3 (Salary translation following commencement), an employee's salary will be determined in accordance with clauses B4 and B5, and Schedule 2 (Base salaries) of this Agreement.
- B1.3 Where an employee's salary is adjusted in accordance with clause B4 clause B5 or Schedule 3 (Salary translation following commencement) of this Agreement, the employee's revised salary will be rounded up to the next highest dollar.
- B1.4 An employee's salary will be paid fortnightly by electronic funds transfer into a financial institution of the employee's choice. The applicable salary will be calculated by applying the following formula:

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

### **B2 SUPERANNUATION**

- B2.1 The department will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- B2.2 The default superannuation scheme for new employees will be the Public Sector Superannuation accumulation plan (PSSap), however the department recognises choice of fund.
- B2.3 Employer contributions to the PSSap will be 15.4% of the employee's ordinary time earnings. Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in PSSap. This clause B2 does not apply where a superannuation fund cannot accept employer superannuation contributions (for example, for people aged over 75).
- B2.4 The department will make superannuation contributions in accordance with this clause B2 for employees who earn below the Superannuation Guarantee minimum payment (which at the date of commencement is salary of \$450 per month).
- B2.5 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that do not count as service, unless otherwise prescribed by legislation.
- B2.6 The Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and employer contributions to be paid through fortnightly electronic funds transfer.
- B2.7 Where the department is not required by Commonwealth laws to pay a full superannuation contribution to an employee's superannuation fund (because the employee is over the age of 70), the department will pay the employee an allowance, calculated at the rate equivalent to:
- (a) the amount the department would have paid into the superannuation fund, had the employee been eligible for employer superannuation contributions;

- (b) less any amount accepted by the employee's superannuation fund.

### **B3 SALARY SACRIFICE**

- B3.1 An employee may salary sacrifice up to 100% of their salary for non-cash items, consistent with departmental policy.
- B3.2 The employee will meet the costs of the salary sacrifice arrangement, including any fringe benefits tax and administrative costs incurred.
- B3.3 Salary sacrifice arrangements will not reduce salary for superannuation purposes or any other purpose.

### **B4 SALARY INCREASES**

- B4.1 Immediately following salary translation in accordance with clause 3 of Schedule 3 (Salary translation on commencement), the salaries of eligible employees will be increased by 3%.
- B4.2 The salaries of eligible employees will increase by 3% from 1 July 2012.
- B4.3 The salaries of eligible employees will increase by 3% from 1 July 2013.
- B4.4 An employee is an 'eligible employee' for the purpose of subclauses B4.1, B4.2 and B4.3 if, at the time of the general salary increase under subclauses B4.1, B4.2 or B4.3, the employee's salary is equal to or less than the maximum salary level for their classification.
- B4.5 Where an employee is not an eligible employee under subclause B4.4 because their salary is above the maximum salary level for their classification, but an adjustment to the salary bands under subclauses B4.1, B4.2 or B4.3 results in the maximum salary for the relevant classification exceeding the employee's salary, then the employee's salary will be increased to the maximum salary level for their classification.
- B4.6 Where an employee's salary is increased to the maximum salary level for their classification under subclause B4.5, and the amount by which the employee's salary has increased is less than 3% of the employee's previous salary, the employee will receive a fortnightly allowance in respect of the balance of the 3% increase calculated by applying Formula 1 in Table H of Schedule 2 (Base salaries).
- B4.7 Where an employee's salary remains above the maximum salary level for their classification after adjustments to the salary bands under subclauses B4.1, B4.2 or B4.3, the employee will receive a fortnightly allowance equal to 3% of their salary calculated by applying Formula 2 in Table H of Schedule 2 (Base salaries).
- B4.8 Subject to subclause B4.9, an allowance payable under subclause B4.6 or B4.7 will be payable for the following period (with a pro rata adjustment for any part fortnight):
  - (a) an allowance payable in lieu of a salary increase under subclause B4.1 – from the date of commencement of this Agreement until 30 June 2012 inclusive;
  - (b) an allowance payable in lieu of a salary increase under subclause B4.2 – payable fortnightly from 1 July 2012 to 30 June 2013 inclusive; and
  - (c) an allowance payable in lieu of a salary increase under subclause B4.3 – payable fortnightly from 1 July 2013 to 30 June 2014 inclusive.

- B4.9 An allowance payable under this clause B4:
- (a) is taxable as ordinary remuneration;
  - (b) will be payable during periods of approved leave, but will not be payable during periods of unpaid leave or unauthorised absences;
  - (c) will be treated as an allowance in the nature of salary for the purposes of calculating a redundancy benefit under subclause J7.1;
  - (d) will not be payable during a period in which an employee receives temporary higher duties allowance under clause B9, but will be taken into account when determining the minimum amount of temporary higher duties allowance payable under subclause B9; and
  - (e) will not count as salary for any other purpose under this Agreement, including (without limitation) for the purpose of calculating overtime payments under clause F13 or shift penalties under clause F17.

## **B5 SALARY ADVANCEMENT**

- B5.1 The performance cycle period will run from 1 July each year to 30 June in the following year.
- B5.2 Performance-based salary advancement will be applied from 1 September in each year (commencing from 1 September 2012).
- B5.3 An employee is an 'eligible employee' for the purpose of clause B5 and subclause B6.2 if:
- (a) they are an ongoing employee or a non-ongoing employee with 12 months service in the same role;
  - (b) they are not undertaking an entry level program;
  - (c) they have performed duties at or above their classification level for an aggregate of at least 18 weeks during the relevant performance cycle; and
  - (d) they have had their performance in relation to each relevant classification level assessed as at least "Fully Effective" in accordance with clause I4.

### ***Employees with a salary below the maximum salary level for their classification***

- B5.4 An eligible employee will ordinarily receive performance-based salary advancement at the employee's classification of 2.75% of the employee's salary.
- B5.5 Where an eligible employee has performed duties at a higher classification for an aggregate period of at least 18 weeks during the relevant performance cycle, the employee's salary for the purpose of subclause B9.3(a) will ordinarily be increased by 2.75% of the employee's salary.
- B5.6 In 2012, additional salary advancement of 1.05% of an eligible employee's salary will also be applied, taking total 2012 salary advancement under each of subclauses B5.4 and B5.5 to 3.8% of the employee's salary. In 2013, additional salary advancement of 0.75% of an eligible employee's salary will also be applied, taking total 2013 salary advancement under each of subclauses B5.4 and B5.5 to 3.5% of the employee's salary.
- B5.7 Any performance based salary advancement under subclauses B5.4, B5.5 or B5.6 will not result in an employee's salary at the relevant classification exceeding the maximum salary for that classification. Where performance based salary advancement would take an employee's salary above the maximum salary level for their classification, the employee's salary will be increased to the maximum salary level for their classification (and no higher).

B5.8 Subject to subclause B6.2(b), where an employee receives performance based salary advancement at the employee's classification of less than \$650 (because subclause B5.7 applies), the employee will receive a one-off lump sum payment equal to \$650 less any amount already paid as performance based salary advancement. This amount will be payable in the first full pay period on or after 1 September 2012 and/or the first full pay period on or after 1 September 2013 (as applicable). Part-time employees will be paid the full lump sum payment (that is, the lump sum payment will not be pro-rated).

## **B6 PRODUCTIVITY PAYMENTS**

### ***Organisational knowledge retention and transfer payment - Employees with a salary at or above the maximum salary level for their classification***

B6.1 The department will make one-off lump sum payments in accordance with subclause B6.2 in September 2012 and September 2013 in recognition of:

- (a) the achievement of organisational knowledge retention and transfer targets (as measured through a suite of national indicators); and
- (b) the employee's unique and enduring contribution to achieving those targets through situational peer leadership, contribution to co-design and innovation, and change stewardship throughout this period of transformational change.

B6.2 Where an eligible employee:

- (a) has a salary at or above the maximum salary level for their substantive (ongoing) classification; and
- (b) the employee demonstrates that he or she has made a consistent contribution to meeting the organisational knowledge retention and transfer targets,

the employee will receive a one-off lump sum payment of \$650 payable in the first full pay period on or after 1 September 2012 and/or the first full pay period on or after 1 September 2013 (as applicable). Part-time employees will be paid the full lump sum payment (that is, the lump sum payment will not be pro-rated).

### ***Major reform payment***

B6.3 During the life of this Agreement the department will experience significant change.

B6.4 The department will make a one-off lump sum payment of \$500 to each eligible employee one month after the commencement of this Agreement and again 13 months after commencement of this Agreement in recognition of demonstrated progress in the implementation of organisational integration and service delivery reform initiatives. Part-time employees will be paid the full lump sum payment (that is, the lump sum payment will not be pro-rated).

B6.5 For the purposes of subclause B6.4, an eligible employee is an employee who was employed by the department at the commencement of this Agreement and had been continually employed by the department on the day the payment is due to be paid.

B6.6 Progress in the areas of the implementation of organisational integration and service delivery reform initiatives will be reported periodically to Government.

- B6.7 The major reform payments recognise:
- (a) success in sustaining business-as-usual organisational performance whilst also implementing the most significant and complex changes in government service delivery in decades; and
  - (b) the demands placed on staff during sustained transformational change.

## **B7 SALARY SETTING**

- B7.1 Where an employee:
- (a) commences employment within the department
  - (b) is promoted within the department;
  - (c) moves between job streams within the department;
  - (d) advances within a broadbanded classification (including on completion of an Entry Level Program or advancement under clauses 8.1 to 11.1 of Schedule 4 (Transitional Arrangements)); or
  - (e) transfers to the department from another APS agency,

the employee's salary will be set at the minimum salary level for their classification, unless the Secretary determines a higher salary, having regard to the employee's experience, qualifications and skills, and specific market factors.

- B7.2 Where the Secretary determines that an employee's salary has been incorrectly set under subclause B7.1, the Secretary may determine the correct salary.
- B7.3 Where an employee is promoted within the department the increase to ongoing salary will be at least \$1,000. The Secretary may approve a higher salary within the salary band in accordance with B7.1.
- B7.4 Where an employee transfers at level to the department from another APS agency and their salary is higher than the highest salary level for their classification, the Secretary may decide to maintain the employee's salary at that level, until it is absorbed into the salary band for that classification under this Agreement.
- B7.5 Where an employee has achieved salary advancement during periods of temporary higher duties, and is subsequently promoted to that higher level within two years of undertaking the temporary higher duties, their salary on commencement will be determined as at least the salary that the employee has achieved through salary advancement.
- B7.6 Where an employee moves to a lower classification, either temporarily or permanently, the Secretary will determine the employee's salary taking into account the employee's skills, experience and qualifications, and the reason(s) for the reduction in classification.
- B7.7 Where, other than on the commencement of this Agreement, an employee ceases to be covered by an Australian Workplace Agreement and becomes covered by this Agreement, their salary will be maintained at the level provided under the Australian Workplace Agreement until such time as the employee's salary is increased in accordance with clause B4 and/or B5 as applicable.
- B7.8 Where an employee's salary is maintained under subclause B7.4 or B7.7, that salary will be maintained subject to any reductions made in accordance with the *Public Service Act 1999*, or subclauses I6.8 or J9.5 of this Agreement.

**B8 SUPPORTED SALARY**

B8.1 The supported salary rates specified in the table below, will apply to an employee who:

- (a) has a disability, and meets the impairment criteria test;
- (b) has an impaired ability to perform the range of duties for a classification because of the impact of their disability, as assessed by an accredited assessor; and
- (c) is eligible for consideration under the supported wage system in accordance with the guidelines and assessment processes put in place by the relevant Federal Government agency that administers the supported wage system.

B8.2 This clause B8 does not apply to a current employee who has a workers' compensation or rehabilitation claim against the Commonwealth.

B8.3 The salary payable under this clause B8 will not be less than the minimum amount determined by Fair Work Australia.

<b>Assessed Capacity</b>	<b>Percentage of wage payable</b>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

**B9 TEMPORARY HIGHER DUTIES AT THE NON-SES LEVEL**

B9.1 An employee who temporarily undertakes duties at a higher classification will be paid a temporary higher duties allowance in accordance with this clause B9.

B9.2 The temporary higher duties allowance will be equal to the difference between the employee's ongoing salary and the salary of the higher classification.

B9.3 For the purposes of subclause B9.2, the salary of the higher classification will be the minimum salary for the higher classification, unless:

- (a) the employee has obtained a particular salary through salary advancement at the higher classification and the employee has performed duties at or above that classification level in the previous two-year period, in which case:
  - (i) the employee will maintain access to that salary for any periods of temporary higher duties; and
  - (ii) the salary will be increased to reflect salary increases under subclauses B4.1, B4.2 and B4.3, provided the salary does not exceed the maximum salary level for the higher classification; or
- (b) the Secretary decides that a higher salary should apply having regard to the employee's experience, qualifications and skills.

B9.4 Where the temporary higher duties allowance calculated under subclauses B9.2 and B9.3 would be equivalent to less than \$1,000 per annum, the employee will be paid temporary higher duties allowance calculated at a rate equivalent to \$1,000 per annum.

B9.5 Where an employee undertakes temporary higher duties for part of a day, they will receive payment of temporary higher duties allowance for a full day.

B9.6 Where an employee in an APS classification or equivalent undertakes temporary higher duties at an EL level, they will not be entitled to accrue or access flex time or access overtime (subject to subclause F15.2), for the period that they undertake temporary higher duties.

B9.7 The allowance payable will be treated as salary for all purposes unless otherwise excluded by this Agreement or relevant legislation.

B9.8 An employee will continue to receive the allowance during periods of paid leave, if they would have continued to perform the temporary higher duties had they been at work.

B9.9 Where:

- (a) before the commencement of this Agreement, an employee has obtained a salary at the higher classification level as contemplated by subclause B9.3(a); and
- (b) that salary remains above the maximum salary level for their classification after adjustments to the salary bands under subclauses B4.1, B4.2 and B4.3,

the employee will receive a fortnightly allowance equal to 3% of their salary calculated by applying Formula 3 in Table H of Schedule 2 (Base salaries) during any period in which the employee receives temporary higher duties allowance. The fortnightly allowance will be payable in accordance with subclauses B4.8 and B4.9 (with the exception of subclause B4.9(d)).

B9.10 Where:

- (a) before the commencement of this Agreement, an employee has obtained a salary at the higher classification level as contemplated by subclause B9.3(a); and
- (b) prior to the adjustment of salary bands under subclauses B4.1, B4.2 or B4.3, the employee's salary is above the maximum salary for the classification; but
- (c) an adjustment to the salary bands under subclauses B4.1, B4.2 or B4.3 results in the maximum salary for the higher classification exceeding the employee's salary at the higher classification;

the employee's salary will be increased to the maximum salary level for the higher classification.

- B9.11 Where an employee's salary at the higher classification is increased to the maximum level for the higher classification under subclause B9.10, and the amount by which the employee's salary at the higher classification has increased is less than 3% of the employee's previous salary at the higher classification, the employee will receive a fortnightly allowance in respect of the balance of the 3% increase calculated by applying Formula 4 in Table H of Schedule 2 (Base Salaries). The fortnightly allowance will be paid in accordance with subclauses B4.6 and 4.9 (with the exception of B4.9(d)), and will be paid during any period in which the employee receives temporary higher duties allowance.
- B9.12 Where a position has been filled on a temporary basis for 12 months and there is a need to continue to fill the position, the Secretary will assess whether the job is genuinely vacant, and determine whether it should be advertised for permanent filling.

**B10 TEMPORARY HIGHER DUTIES AT THE SES LEVEL**

- B10.1 Where an employee at an APS or EL level undertakes temporary duties at the SES level, the terms and conditions of their employment, including salary, will be determined by the Secretary.

## **PART C CLASSIFICATION**

### **C1 CLASSIFICATION STRUCTURE**

C1.1 This Agreement provides for the classification structures and job streams outlined in Schedule 2 (Base salaries). These structures include:

- (a) General employment stream APS1-APS6 and EL1 - EL2;
- (b) Information and Communication Technology (ICT) job stream APS5 - EL2;
- (c) Legal job stream APS5 - EL2;
- (d) Professional job stream APS5 - EL2;
- (e) Public Affairs job stream APS4 - EL2;
- (f) Entry Level Programs.

C1.2 The Secretary may, through consultation, at any time during the operation of this Agreement determine the roles to be included in the Legal, ICT or Public Affairs job streams having regard to any qualifications or specialist skills required to perform the role, as well as any other relevant considerations.

### **C2 PROFESSIONAL JOB STREAM**

C2.1 The Secretary may, through consultation, at any time during the operation of this Agreement, determine the roles that will be included in the Professional job stream.

C2.2 In determining the roles that will be included in the Professional job stream the Secretary will take into account:

- (a) any qualifications that are required in order to perform the role;
- (b) any requirements for an employee performing a role to maintain mandatory registration with a professional body; and /or
- (c) specialist skills that are required in order to perform a role.

C2.3 Where an employee performing a role in the Professional job stream loses, or fails to maintain, the relevant qualification, registration or specialist skills, the Secretary may transfer the employee to the general employment stream.

### **C3 ADVANCEMENT WITHIN BROADBANDS**

C3.1 This Agreement provides for advancement within:

- (a) APS3 to APS4 in external customer service roles;
- (b) APS5 to APS6 in the ICT job stream;
- (c) APS5 to APS6 in the Legal job stream;
- (d) APS 4 to APS 5 in the Public Affairs job stream; and

- (e) APS 5 to the APS 6 in the Professional job stream.

*Note: advancement within the Entry Level Programs Broadband is dealt with separately in clause C4.*

- C3.2 The Secretary may, through consultation, establish further broadbanded levels during the operation of this Agreement.
- C3.3 Broadbands are designed to provide advancement across classifications where the department has identified a job of duties within a span of work value.
- C3.4 The Secretary may advance an employee to the higher classification in a broadband in accordance with subclause C3.5.
- C3.5 Employees can advance through a broadband subject to:
  - (a) the requirement to demonstrate role-related capabilities at the higher level; and
  - (b) the availability of work at the higher level.
- C3.6 Where the requirements at subclause C3.5 have been met, advancement through a broadband should not be unreasonably withheld.
- C3.7 Conditions outlined here will be supported by an agreed policy and capability assessment process developed within seven months of commencement of this Agreement.
- C3.8 Existing employees at commencement of this Agreement may initiate the advancement process from 1 August 2012 or after 12 months service at the lower classification, whichever is the later.
- C3.9 New employees from commencement of this Agreement, may initiate the advancement process after 12 months service at the lower classification.
- C3.10 Advancement within the broadband is voluntary and initiated by the employee. A supervisor may encourage an employee to initiate advancement within the broadband.
- C3.11 The employee and their supervisor may discuss development needs to support advancement within the broadband. An employee may seek reassignment of duties in order to expand their opportunities to demonstrate capability at the higher classification level.
- C3.12 An employee must demonstrate their role-related capabilities consistent with the work level of the higher classification in order to satisfy the capability assessment.
- C3.13 The capability assessment process will consider the technical and core capabilities and behaviours required at the higher classification within the broadband and will be measured against the APS Integrated Leadership System (ILS) and applied in the service delivery context:
  - (a) Supports strategic direction
  - (b) Achieves results
  - (c) Supports productive working relationships
  - (d) Displays personal drive and integrity, and
  - (e) Communicates with influence.
- C3.14 Evidence of capability that is incidental in nature or older than six months will not be given significant weight in the capability assessment process.

- C3.15 If an employee is unable to demonstrate capability at the higher classification level, they can re-initiate the process after three months.
- C3.16 Decisions about an employee's advancement within the broadband will be informed by both the supervisor and the manager once removed.
- C3.17 Where there are a number of employees within a team, workplace or business line who are successful in the capability assessment process and there is not sufficient work at the higher classification for all of these employees to advance within the broadband, an internal merit-based assessment will be conducted to determine which employee or employees will advance within the broadband.

#### **C4 ENTRY LEVEL PROGRAMS**

- C4.1 This Agreement provides for the Entry Level Programs outlined in this clause C4. The Secretary may establish other Entry Level Programs, and the program rules and advancement provisions that apply to new programs, as required.
- C4.2 This clause C4 will apply to employees who commence an Entry Level Program after the commencement of this Agreement. Subclause 8.1 to 11.4 of schedule 4 (Transitional Arrangements) will apply for employees who are participating in Entry Level Programs on the date of commencement of this Agreement.
- C4.3 The Secretary may make the following determinations, which will be reflected in the relevant policy or Program guidelines, as implemented and/or amended from time to time:
- (a) the eligibility requirements that will apply for each Entry Level Program; and
  - (b) the mandatory training, qualification and/or development program (internal or external) that must be completed by Entry Level Program participants.
- C4.4 All Entry Level Programs have the following Program rules:
- (a) a person employed in an Entry Level Program must satisfactorily complete any internal or external training, qualification and/or development program as determined under subclause C4.3(b) in order to successfully complete the Entry Level Program and to be eligible for advancement on completion of the Entry Level Program;
  - (b) for the duration of an Entry Level Program, an employee must demonstrate satisfactory progress towards the completion of any mandatory internal or external training, qualification and/or development program, and must demonstrate fully effective work performance; and
  - (c) clauses 15 and 16 of this Agreement (Back on Track Process and the Formal Performance Counselling Process) do not apply to persons employed in an Entry Level Program. Where a person employed in an Entry Level Program does not demonstrate satisfactory progress or performance under subclause C4.4(b), the Secretary may consider terminating their employment under section 29(3)(e) of the *Public Service Act 1999*.
- C4.5 **School-based Pathway Program**
- (a) A person may be employed on a School-based Pathways program, on a non-ongoing basis.
  - (b) An employee will be entitled to the salary specified for School-based Pathways Program participants in the Entry Level Programs Broadband, in accordance with their relevant schooling level.

- (c) Where an employee commences a School-based Pathways Program as a Year 11 student, they will be entitled to advance to the salary specified for a Year 12 student at the time they commence Year 12 studies.
- (d) On successful completion of the School-based Pathways Program, and subject to the relevant policy or Program guidelines, an employee may be eligible to directly join an Apprenticeship program under this Agreement, as an ongoing employee.

#### **C4.6 Apprentices**

- (a) A person may be employed as an Apprentice, and will be entitled to the salary specified for Apprentices under the Entry Level Programs Broadband.
- (b) On successful completion of an Apprenticeship, an employee will:
  - (i) advance to the APS 3 level within the Entry Level Programs Broadband; and
  - (ii) immediately following that advancement, transfer to the APS 3 level in the general employment stream.

#### **C4.7 ICT Apprentices**

- (a) A person may be employed as an ICT Apprentice, and will be entitled to the salary specified for an ICT Apprentice under the Entry Level Programs Broadband.
- (b) An ICT Apprentice is not entitled to access salary advancement in accordance with clause B5.
- (c) An ICT Apprentice's performance will be assessed against:
  - (i) making satisfactory progress towards the completion of their course of study (in accordance with the relevant policy or Program guidelines); and
  - (ii) demonstrating fully effective performance of duties.
- (d) Where an ICT Apprentice demonstrates fully effective performance in accordance with subclause C4.7(c) they will be entitled to salary advancement to the next available salary point for ICT Apprentices on the anniversary of their commencement on the ICT Apprenticeship.
- (e) On successful completion of the ICT Apprenticeship, an employee will:
  - (i) advance to the APS 3 level within the Entry Level Programs Broadband; and
  - (ii) immediately following that advancement, transfer to the APS 3 level in the general employment stream.

#### **C4.8 Cadets**

- (a) A person may be employed as a Cadet, and will be entitled to the salary specified for Cadets under the Entry Level Programs Broadband.
- (b) Where a Cadet is undertaking full time study, they will be entitled to the salary specified in the Entry Level Program Broadband for Cadet – Full Time Study.
- (c) Where a Cadet undertakes a work placement with the department, they will be entitled to the salary specified for Cadet – Work Placement, commencing at the first

pay point specified for Cadets. Salary advancement will occur in accordance with subclause C4.8(f).

- (d) A Cadet is not entitled to salary advancement under clause B5.
- (e) A Cadet's performance will be assessed against:
  - (i) making satisfactory progress towards the completion of their course of study (in accordance with relevant policy or Program guidelines); and
  - (ii) demonstrating fully effective performance of duties during work placements.
- (f) Where a Cadet demonstrates fully effective performance (in accordance with subclause C4.8(e), they will be entitled to salary advancement to the next available salary point for Cadets – Work Placement, on the anniversary of their commencement on the Cadetship program.
- (g) On successful completion of a Cadetship (other than an ICT Cadetship), an employee will:
  - (i) advance to the APS 3 level within the Entry Level Program Broadband; and
  - (ii) immediately following that advancement, transfer to the APS 3 level in the general employment stream.
- (h) On successful completion of an ICT Cadetship, an employee will:
  - (i) advance to the APS 4 level within the Entry Level Program Broadband; and
  - (ii) immediately following that advancement, transfer to the APS 4 level in the general employment stream.

#### **C4.9 Graduate**

- (a) A person may be employed as a Graduate, and will be entitled to the salary specified for Graduates in the Entry Level Programs Broadband, in accordance with their qualifications.
- (b) On successful completion of the Graduate program, an employee will:
  - (i) advance to the APS 5 level within the Entry Level Programs Broadband; and
  - (ii) immediately following that advancement, transfer to the APS 5 level in the general employment stream, or equivalent classification in their relevant job stream.

## PART D ALLOWANCES AND REIMBURSEMENTS

### D1 ADDITIONAL RESPONSIBILITY ALLOWANCES

- D1.1 Where an employee performs more than one “additional responsibility” function outlined in Table D1 of this Agreement they will only be entitled to receive one allowance in respect of undertaking these duties, paid at the highest rate available for the duties undertaken.

**Table D1 – Rates for additional duties allowances**

Allowance	Rate per fortnight on commencement	From 1 July 2012 (per fortnight)	From 1 July 2013 (per fortnight)
First aid (Rate 1)*	\$22.66	\$23.34	\$24.05
First aid (Rate 2)*	\$34.00	\$35.02	36.08
Harassment contact officer	\$22.66	\$23.34	\$24.05
Health and safety representative*	\$22.66	\$23.34	\$24.05
Chief Warden	\$11.33	\$11.67	\$12.03

*\*Rate for former CRS Australia employees will be determined in accordance with Schedule 4 (Transitional Arrangements).*

**Table D2 – Rates for duties based allowances**

Allowance	Rate per fortnight on commencement	From 1 July 2012 (per fortnight)	From 1 July 2013 (per fortnight)
Departmental Liaison Officer	\$724.72	\$745.72	\$768.10
Community language allowance (Rate 1)	\$38.33	\$39.48	\$40.67
Community language allowance (Rate 2)	\$92.01	\$94.78	\$97.63

### D2 FIRST AID OFFICER ALLOWANCE

- D2.1 Where an employee possesses a current first aid certificate, and has been appointed by the Secretary as a first aid officer in their workplace, the department will pay the employee a fortnightly allowance at the rates outlined in Table D1 (Rate 1).
- D2.2 Where the Secretary has determined that a workplace is a high risk workplace, an employee who is eligible for an allowance under clause D2.1 and has relevant qualifications for a high risk workplace will be entitled to a higher rate of fortnightly allowance at the rates outlined in Table D1 (Rate 2).

### D3 CHIEF WARDEN ALLOWANCE

- D3.1 Where an employee has completed appropriate training and has been appointed by the Secretary as a chief emergency control warden or chief fire warden, the department will pay the employee a fortnightly allowance at the rates outlined in Table D1.

**D4 HEALTH AND SAFETY REPRESENTATIVE (HSR) ALLOWANCE**

D4.1 Where an employee performs the role of an elected or selected HSR, the department will pay the employee a fortnightly allowance at the rates outlined in Table D1.

**D5 HARASSMENT CONTACT OFFICER (HCO) ALLOWANCE**

D5.1 Where an employee has been appointed by the Secretary as a harassment contact officer, and has completed appropriate training, the department will pay the employee a fortnightly allowance at the rates outlined in Table D1.

**D6 DEPARTMENTAL LIAISON OFFICER ALLOWANCE**

D6.1 Where an employee performs duties of a Departmental Liaison Officer, the department will pay the employee a fortnightly allowance at the rates outlined in Table D2. The allowance is payable in recognition of the hours of duty expected of the employee, where flex time and overtime is not available to the employee.

**D7 COMMUNITY LANGUAGE ALLOWANCE**

D7.1 An employee whose language competency is of the required standard may be paid an allowance by the department where:

- (a) there is a business need for the language skills to be used in the workplace, including for communication with customers, in languages other than English, including ATSI languages, and AUSLAN and other deaf languages; and
- (b) there is an identifiable and ongoing need, as determined by the Secretary, for the employee to use their language skills in the workplace for customers and/or employees.

D7.2 A fortnightly allowance under this clause D7 will be paid at the rates outlined in Table D2, in accordance with the following:

- (a) where an employee is required to use particular language skills at least three times per month: Rate 1; or
- (b) where an employee is required to use particular language skills at least eight times per month: Rate 2.

D7.3 Over the life of the Agreement, the department and the CPSU will jointly review the application of community language allowance.

**D8 FIELD WORK ALLOWANCE**

D8.1 Where an employee undertakes field work in a remote Aboriginal or Torres Strait Island community, and that work involves an overnight stay that attracts payment of travel allowance, the department will pay the employee an allowance of \$10 per day, or part thereof, on which the field work is undertaken.

D8.2 An employee who undertakes field work and is entitled to an allowance under this clause D8 is entitled to a taxable payment of \$300 once every three years to enable them to purchase equipment appropriate for field work. This payment is not available to employees who have been provided with relevant assets for personal use in relation to field work, or to employees who have received a similar allowance under their previous industrial instrument in the last 3 years.

## **D9 OFFICE DISTURBANCE ALLOWANCE**

D9.1 The Secretary may approve payment of an appropriate allowance to an employee or group of employees who is/are subjected to detrimental effects from building activities or environmental effects in their place of work.

## **D10 OVERTIME MEAL ALLOWANCE**

D10.1 An employee who is required to work a separate period of overtime, and the overtime commences prior to the start of an overtime meal period, and ends at or after the end of an overtime meal period, will be eligible for an overtime meal allowance in accordance with this clause D10.

D10.2 Where an employee works a period of overtime continuous with their ordinary pattern of hours, regular hours or rostered hours of duty, and the overtime extends their working day past 7pm, or where the overtime is before the ordinary or rostered hours of duty and starts before 7am, the department will pay the employee an overtime meal allowance.

D10.3 Where a 12-hour shift worker works at least one hour overtime on either end of their shift, the department will pay the employee an overtime meal allowance.

D10.4 The meal allowance periods are as follows:

- (a) 7am to 8am;
- (b) 12noon to 2pm;
- (c) 6pm to 7pm;
- (d) midnight to 1am.

D10.5 Where an employee is entitled to receive travel allowance in respect of the relevant meal period, they will not be entitled to an overtime meal allowance.

D10.6 The rate of allowance will be paid in accordance with the overtime meal rate in the relevant subscription service.

## **D11 MOTOR VEHICLE ALLOWANCE**

D11.1 The Secretary may authorise the payment of an allowance to an employee who uses a private vehicle for official purposes.

D11.2 Where the use of a private vehicle is the more efficient or least expensive arrangement, the allowance under subclause D11.1 will be calculated and paid in accordance with the relevant subscription service.

D11.3 Where there is a more cost-effective option available for official travel, and an employee elects to travel by private vehicle, the rate of their allowance under subclause D11.1 will be limited to the cost of the more cost-effective option.

D11.4 Employees using a private motor vehicle for official travel who are entitled to a motor vehicle allowance will be reimbursed all associated fees, charges and tolls (parking fees, bridge, freeway, car-ferry tolls) and other expenses incurred on duty in addition to the motor vehicle allowance. Employees will be responsible for all speeding or parking fines or any fines imposed by law when using their vehicle for official purposes.

D11.5 Where an employee has been authorised under this clause D11 by the Secretary to use a private motor vehicle for official travel, and incurs additional registration and/or insurance charges as a result, the employee will be reimbursed the additional charges.

## **D12 PROVISION OF VEHICLES TO FORMER CRS AUSTRALIA STAFF**

D12.1 An employee performing the role of CRS Australia Regional or Divisional Manager will be provided with a vehicle while they perform this role. The provision of a vehicle under this clause D12, and the use of that vehicle, will be in accordance with departmental policy on vehicles.

## **D13 REMOTE LOCALITIES ASSISTANCE**

### ***Eligibility***

D13.1 The Secretary will approve remote locality assistance to employees while they are working at a location listed in Table A (Active Locations) of Schedule 5 (Remote localities) of this Agreement.

D13.2 Where, immediately prior to the commencement of this Agreement, an employee working at a location listed in Table B (Grandfathered Locations) of Schedule 5 (Remote localities) of this Agreement was in receipt of remote locality assistance (however described) under their previous industrial instrument, the Secretary will approve remote locality assistance to the employee while they are working at that location.

D13.3 An employee who is eligible for remote localities assistance under subclause D13.1 or D13.2 will continue to be eligible for that assistance unless or until the earlier of the following:

- (a) the employee moves on an ongoing basis to a locality not listed in Schedule 5 (Remote localities);
- (b) the employee returns to a locality not listed in Schedule 5 (Remote localities), following a temporary assignment in a remote locality; or
- (c) the employee ceases employment with the department.

D13.4 Where an employee who was eligible for assistance in a Grandfathered Location ceases to be eligible for assistance (under subclause D13.3 of this Agreement) they cannot become eligible for assistance again under subclause D13.2. However, where an employee is temporarily assigned duties in the department away from a Grandfathered Location, they will not cease to be eligible for assistance on their return to the Grandfathered Location.

D13.5 A person who was employed in a remote locality listed in Schedule 5 (Remote localities):

- (a) prior to 23 January 2006 in Centrelink;
- (b) prior to 5 December 2005 in CRS Australia; or
- (c) prior to the commencement of this Agreement in Medicare Australia, or in CRS Australia in Darwin,

may move from an Active Location to a Grandfathered Location and be eligible for assistance under this clause D13, despite subclauses D13.2 and D13.3, so long as there is (and has been) no break in continuity by a circumstance listed in subclause D13.5 (a) to (c).

D13.6 Where the Secretary approves payment to an employee of an allowance or condition in recognition of an employee's service in a remote locality under clause A6 of this Agreement which is more beneficial than the allowances payable under this clause D13 and Schedule 5 (Remote localities) of this Agreement, the employee will not be entitled to receive allowances under this clause D13.

### **General**

D13.7 Schedule 5 (Remote localities) outlines the components of assistance that may be paid in each of the locations listed in the Schedule.

D13.8 The Secretary may, throughout the life of this Agreement, determine that further locations will attract remote locality assistance, and may determine the assistance that may be provided in a location.

### **REIMBURSEMENT OF EXPENSES**

#### **D14 LOSS OF OR DAMAGE TO PERSONAL ITEMS**

D14.1 The Secretary may approve reimbursement to an employee of a reasonable amount to repair or replace clothing and/or personal effects where loss or damage occurs in the course of the employee's duties.

D14.2 This clause D14 does not cover loss of or damage to a private vehicle.

#### **D15 SCHOOL HOLIDAY CARE ALLOWANCE**

D15.1 The Secretary may approve payment of an allowance to an ongoing employee in respect of child care expenses incurred during school holiday periods where:

- (a) the employee has a child or children of school age;
- (b) the employee works during the relevant school holiday period; and
- (c) the employee provides receipts to demonstrate that expenses have been incurred in respect of the period for which the allowance is claimed, and those expenses have been incurred for child care provided by an approved child care provider.

D15.2 The allowance under this clause D15 is payable at the rates outlined in Table D3 of this Agreement, for a maximum of eight weeks per calendar year.

**Table D3 – Rates for school holiday care allowance\***

	<b>Rate on commencement</b>	<b>Rate from 1 July 2012</b>	<b>Rate from 1 July 2013</b>
School holiday (daily per child)	\$15.45	\$15.91	\$16.39
School holiday (weekly maximum for all children)	\$154.50	\$159.14	\$163.91

\* *The rates specified in Table D3 are net of taxation*

D15.3 Where both parents of a child work for the department, only one partner will be eligible for reimbursement at any one time, and the allowance cannot be paid for more than eight weeks per year between the employees. The allowance is only payable when both parents are at work (or where an employee is incapacitated and accesses personal leave).

D15.4 Where an employee's partner is eligible for and receives a similar child care benefit from their employer, the employee will not be eligible to receive this payment.

**D16 ADDITIONAL EXPENSES INCURRED ON OFFICIAL BUSINESS**

D16.1 Where an employee is required to be absent from their usual place of work on official business and is not in receipt of a daily travel allowance, the Secretary may approve reimbursement to the employee of reasonable additional expenses, including fares and parking, incurred by the employee as a result of being absent from their usual place of work.

**D17 OFFICE RELOCATIONS WITHIN A CITY**

D17.1 Affected employees will be informed at the earliest practical stage of any decision to move employees between offices in the same city.

D17.2 Where an employee will incur significant relocation costs as a result of the requirement to move offices, the Secretary may approve a one-off payment to the employee, at the time they commence in the new office, of:

- (a) \$600 – for employees at or below the APS 4 level;
- (b) \$500 – for employees at or above the APS 5 level. .

## **PART E TRAVEL AND RELOCATION**

### **E1 TRAVEL ALLOWANCES**

- E1.1 These provisions apply where an employee is required to be absent from their usual locality for official purposes.
- E1.2 Where an employee is required to be absent from their usual locality for one or more days, including an overnight stay, the Secretary will approve payment to the employee of a daily travel allowance, paid at the rates outlined in the relevant subscription service.
- E1.3 A daily travel allowance under subclause E1.2 will be payable for the first 21 consecutive days that an employee is absent from their usual locality. Thereafter, clause E3 of this Agreement will apply.
- E1.4 The meal and/or accommodation components of a daily travel allowance will not be payable where the relevant expense is met by the department or another organisation.
- E1.5 Where an employee chooses to stay in non-commercial accommodation, they will not be entitled to the accommodation component of a daily travel allowance. The Secretary will instead approve payment to the employee of a non-commercial accommodation allowance of:
- (a) a one-off payment of \$86 (taxable), to cover the first and second night in a locality; and
  - (b) \$45 (taxable) per night for the third night and any subsequent nights.
- E1.6 Employees will not be required to share commercial accommodation.
- E1.7 Where an employee who is required to be absent from their usual locality on official business for more than 10 hours, but not overnight, the Secretary will approve payment to the employee of a part-day travel allowance. The rate of this allowance will be \$51.49, adjusted in accordance with the relevant subscription service.
- E1.8 An employee may choose to waive part or all of their entitlement to travel allowances. This waiver must be provided in writing prior to the commencement of the travel.

### **E2 TRAVEL EXPENSES, FARES AND TRAVEL TIME**

#### ***Additional expenses***

- E2.1 Where an employee incurs additional child care expenses as a result of being required to travel for official purposes, the Secretary will approve reimbursement of reasonable additional expenses to the employee, where the employee provides suitable evidence of the additional expenses incurred.
- E2.2 Where the travel allowance paid to an employee under clause E1 of this Agreement is insufficient to cover reasonably incurred expenses while travelling, the Secretary will approve payment of an additional amount to the employee to cover these expenses, where suitable evidence of the additional expenses is provided by the employee.
- E2.3 Where an employee becomes ill while travelling for official purposes, and incurs additional expenses as a result of being unable to return home, the Secretary will approve reimbursement of actual expenses incurred, up to the rate of the daily travel allowance.

#### ***Fares***

- E2.4 Where an employee becomes critically or dangerously ill while absent from their usual place of work for official purposes, and a support person and/or dependent child or children travels to be

with the employee, the Secretary will approve the reimbursement of reasonable fares incurred by the support person/child/children.

E2.5 Where an employee is performing duties while absent from their usual place of work, and is granted either compassionate or bereavement leave in respect of a partner, parent, child or sibling of the employee or their partner, the Secretary will approve reimbursement to the employee for reasonable additional fares that would not have been incurred had the employee been located at their usual place of work.

***Travel time***

E2.6 An employee will be considered to be on duty:

- (a) while they are in direct transit; and
- (b) while they are undertaking official business in the temporary locality.

E2.7 When an employee spends time on personal matters, the employee is not considered to be on duty.

E2.8 An employee will not be required to travel more than 10 hours per day inside the bandwidth.

E2.9 Where an employee is travelling outside the bandwidth, an employee at or below the APS 6 classification level will:

- (a) be entitled to time off in lieu, on an hour for hour basis; but
- (b) not be entitled to overtime payments.

**E3 REVIEWED RATE OF TRAVEL ALLOWANCE**

E3.1 Where an employee is required to be absent from their usual locality on official business for at least 21 continuous days in a single location, they will be entitled to a reviewed rate of travel allowance for any periods beyond 21 days which may include:

- (a) reimbursement of reasonable expenses for rent or board at the temporary locality, subject to prescribed rental ceilings;
- (b) reimbursement of reasonable additional costs incurred at the employee's usual locality because of their absence;
- (c) a one-off, taxable payment of a household establishment allowance, at the following rates (depending on duration of the stay):

<b>Household establishment allowance</b>	<b>Commencement</b>	<b>1 July 2012</b>	<b>1 July 2013</b>
Rate 1 (21 – 36 days in a single location)	\$378	\$389	\$400
Rate 2 (more than 36 days in a single location)	\$755	\$778	\$801

- (d) a reunion fare at the completion of each full three-month period at the temporary locality, where the employee has dependents who have not accompanied the employee to the temporary locality;
- (e) the meals component of the daily travel allowance, where the Secretary agrees that the employee is unable to move out of hotel/motel accommodation, and that they do not have suitable kitchen facilities; and/or
- (f) travel and removal expenses for the employee and their dependents, where the employee is expected to work at the temporary locality for more than three months.

#### **E4 OVERSEAS TRAVEL**

- E4.1 Overseas travel must be approved by the Secretary prior to the commencement of travel.
- E4.2 Employees are entitled to travel overseas in business class (or equivalent). Where business class is not available, premium economy or economy class travel will be provided.
- E4.3 Where a member of an employee's household travels with the employee, and that person's travel is paid for by the department, that person is entitled to travel at the same standard as the employee.
- E4.4 Employees are entitled to one paid rest day for air travel of over 12 hours duration, normally taken when they arrive at their destination and before they start work.
- E4.5 Employees who do not already have a passport will be reimbursed the cost of obtaining a passport, where this is required for official travel. Where a visa is required, the department will meet the relevant costs.
- E4.6 Where an employee requires medication or vaccinations as a direct result of the requirement to travel overseas, the costs will be met by the department.
- E4.7 An equipment allowance of \$250 is payable to employees who travel overseas. This allowance is provided to assist with the cost of travel equipment (such as luggage or suitable clothing) purchased as a result of the requirement to travel overseas on official travel, and to compensate for additional wear and tear on personal belongings. 50% of the allowance must be acquitted by receipts. This allowance is payable once every three years.
- E4.8 The department will meet reasonable costs of accommodation, meals and incidentals incurred on official travel overseas, either through the provision of a Corporate Credit Card or by payment of relevant components of a daily travel allowance, in accordance with the rates contained in the relevant policy. Expenses incurred on a Corporate Credit Card must be within the rates determined by the relevant subscription service.

#### **E5 RELOCATION**

- E5.1 An employee who relocates from one locality to another as a result of:
  - (a) a promotion; or
  - (b) reassignment of duties or engagement determined by the Secretary to be in the interests of the department (including redeployment of an excess employee),
 will be eligible to be paid reasonable relocation costs.
- E5.2 The Secretary may approve payment of reasonable relocation costs to an employee who requests and receives approval to relocate for personal reasons.

E5.3 The Secretary may approve payment of the following allowances:

- (a) a one-off taxable payment of household establishment allowance, at the following rates:

<b>Household establishment allowance</b>	<b>Commencement</b>	<b>1 July 2012</b>	<b>1 July 2013</b>
<b>Rate</b>	\$755	\$778	\$801

and/or

- (b) where an employee is promoted or reassigned duties (but not on engagement), a one-off taxable payment of disturbance allowance, at the rates advised by the relevant subscription service.

E5.4 The Secretary may meet the following reasonable costs of relocation (or reimburse reasonable expenses to the employee, where it is not possible to directly meet the costs):

- (a) costs of a pre-transfer visit to arrange accommodation and/or schooling, where this will assist a cost-effective transfer;
- (b) costs of transport to the new location for the employee and their dependents;
- (c) accommodation costs for up to one week at the pre-transfer location, if the employee is required to vacate their home or have furniture removed;
- (d) accommodation costs for up to three weeks at the new location, if long-term temporary or permanent accommodation is not immediately available at the new location; and/or
- (e) costs of removal and storage of household furniture and goods for the employee and their dependents.

E5.5 The Secretary may approve reimbursement to the employee of reasonable expenses as follows:

- (a) rent or boarding payments at the new locality for up to six months (up to prescribed rental ceilings), where the employee owned their family home at the pre-transfer location, and who intends to purchase a home in the new location. This reimbursement ceases to be available at the earlier of the employee:
- (i) renting out or selling their home at the pre-transfer location;
- (ii) purchasing a home at the new location; or
- (iii) not making genuine attempts to purchase a home at the new location;
- (b) where an employee is promoted or reassigned duties (but not on engagement): costs of boarding a student during school terms at the pre-transfer location, where a dependent child's welfare or scholastic progress would be seriously prejudiced if they were required to change schools in Year 11 or 12. Costs are not payable if the child was boarding prior to the transfer being notified; or

- (c) where an employee is promoted or reassigned duties (but not on engagement): legal and professional costs on the sale of a family home at the pre-transfer location. An employee who is eligible for sale costs may also be eligible for legal and professional costs on purchase of a family home at the new location. Costs of purchase cannot be paid until the home at the pre-transfer location has been sold. Time limits on the availability of this reimbursement apply as follows:

<b>Reimbursement type</b>	<b>Time limit</b>
<b>Sale costs</b>	The sale must occur within the periods commencing on the day on which the employee is notified in writing of the transfer to the new location, and ending on the day two years after the date the employee commenced at the new location.
<b>Purchase costs</b>	The purchase must occur within the periods commencing on the day on which the employee is notified in writing of the transfer to the new location, and ending on the day four years after the date the employee commenced at the new location.

- E5.6 The employee will cease to be eligible for payments under this clause E5 at the earlier of the date they cease employment with the department or at the expiration of any time limits specified in this clause E5.
- E5.7 Where expenses are met or paid under this clause E5 and the employee then ceases employment with the Australian Public Service within 12 months of the relocation, the Secretary may decide to require the employee to repay up to 50% of the expenses paid under this clause E5. Amounts payable by an employee under this subclause E5.7 may, in accordance with a relevant Chief Executive's Instruction, be deducted from monies otherwise payable to the employee or recovered as a debt due to the Commonwealth. This subclause E5.7 will not apply to persons employed under a Graduate program.

# **PART F FLEXIBLE WORKING CONDITIONS**

## **ATTENDANCE AND HOURS OF DUTY**

### **F1 ACCESS TO FLEXIBLE WORKING HOURS**

F1.1 The department recognises that access to flexible working hours is an important mechanism for employees to balance their work and personal commitments.

### **F2 GENERAL ATTENDANCE**

F2.1 An employee must retain an accurate record of their attendance, including commencement, break and finish times, and records of their leave or absences.

F2.2 An employee will not work more than five hours continuously without a meal break of at least 30 minutes.

### **F3 BANDWIDTH**

F3.1 The bandwidth within which ordinary hours of duty will be performed is 7am to 7pm, Monday to Friday unless the employee is subject to clause F10 (Limited operation of extended hours trading).

F3.2 An employee, other than a shift worker, will be required to work their ordinary hours of duty within the bandwidth.

F3.3 Where an employee requests to work part or all of their ordinary hours of duty outside of the bandwidth for personal reasons on a temporary or ongoing basis, and this request can be accommodated, the employee will not generally be entitled to shift or overtime penalties.

### **F4 FULL TIME EMPLOYEES**

F4.1 A full time employee will work 150 hours per settlement period as their ordinary hours of duty.

F4.2 An employee will not be required to work more than 10 hours per day as ordinary hours of duty.

F4.3 For employees previously covered by the *DHS – CSA Collective Agreement 2008-2011*, and the *Medicare Australia Collective Agreement 2008-2011*, their ordinary hours of duty will be increased to 150 hours per settlement period in accordance with Schedule 4 (Transitional arrangements) of this Agreement.

F4.4 For employees previously covered by the *APRA Employment Agreement 2008*, their ordinary hours of duty will be decreased in accordance with Schedule 4 (Transitional arrangements) of this Agreement.

### **F5 PART TIME EMPLOYEES**

F5.1 An employee who works less than 150 hours per settlement period on an ongoing basis or for a fixed period is considered to be a part time employee.

F5.2 For part time employees, the ordinary hours of duty are those in their part time work agreement or specified for the job.

F5.3 A part time employee's salary, leave entitlements, and duties-related allowances will be calculated and paid/accrued on a pro rata basis in accordance with the ordinary hours worked.

F5.4 A full time employee will not be compelled to convert to part time employment.

- F5.5 The Secretary may approve a request from a full time employee for a part time arrangement. Such a request may be made at any stage.
- F5.6 Applications from full time employees to work part-time, and applications from part time employees to change their pattern of hours (or number of ordinary hours of duty), will not be unreasonably refused.
- F5.7 The Secretary will make all reasonable efforts to accommodate employee requests to access or renew a part time agreement, taking into account:
- (a) the employee's needs and preferences; and
  - (b) the capacity and needs of a team, workplace or business line to meet its internal or external service delivery requirements.
- F5.8 Where an employee's written request for part time arrangements is refused, the Secretary will provide the employee with written reasons for the decision, within 21 days of the decision.
- F5.9 Part time arrangements (except for employees returning from parental leave under clauses G16 of this Agreement) will apply for a specified period of 12 months, unless a shorter period is requested by the employee.
- F5.10 An employee returning from parental leave (under clause G16 of this Agreement) has a right to access part time arrangements until the child's third birthday, unless clause 13 of Schedule 4 (Part time arrangements after a period of family leave) applies.
- F5.11 Without limiting clause F19 (Flexible Work Arrangements for Parents) an employee who:
- (a) has a child under school age;
  - (b) has a child under 18 with a disability;
  - (c) has primary carer responsibilities for a person with a disability; and/or
  - (d) is a mature age worker,
- has a right to request a part time agreement, and to have that request reasonably considered.
- F5.12 Changes to the number of hours or pattern of hours worked by a part time employee will only be made by agreement between the employee and the Secretary.
- F5.13 During the period of a part time agreement an employee may request an early return to full time arrangements.
- F5.14 An employee will return to full time arrangements at the end of their part time agreement, subject to any request (in accordance with this clause F5) to extend the part time arrangement.
- F5.15 The employee and their supervisor will meet and discuss part time working arrangements a month before the end date of the current part time agreement to enable discussion on continuing the part time agreement or new working hours arrangements.

## **F6 JOB SHARING**

- F6.1 Subject to operational requirements, the Secretary may approve job sharing arrangements whereby two or more employees share one full time job. Employees working under job share arrangements are considered to be part time employees, and approval to commence or vary part time hours is required under clause F5 of this Agreement.

F6.2 A job share arrangement will be initiated by employees. Directly affected employees and their supervisors must agree with the arrangement before approval is sought under clause F5 of this Agreement. Parties will acknowledge that not all jobs are suitable to or compatible with job sharing arrangements, and not all individuals are suited to job sharing arrangements.

## **F7 NEGOTIATION OF WORKING HOURS**

F7.1 An employee and their direct supervisor will together design and reach agreement on the employee's working hours, genuinely negotiating where necessary. These working hours may take the form of a pattern of ordinary hours of duty or a regular hours agreement.

F7.2 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor will make all reasonable efforts to accommodate an employee's requests.

F7.3 A regular hours agreement may be requested by an employee and, if approved, will apply for a specified period of 12 months unless a shorter period is requested by the employee.

F7.4 An employee who requests a regular hours agreement will be advised in writing of the outcome of their request. Agreements will be jointly reviewed at the end of the period.

### ***Processes***

F7.5 In designing or negotiating a pattern of ordinary hours or regular hours agreement, the direct supervisor and employee will take into account a balance of:

- (a) the employee's needs and preferences; and
- (b) the capacity and needs of a team, workplace, or business line to meet its internal or external service delivery requirements.

F7.6 A regular hours agreement will include start and finish times and lunch times.

F7.7 Where requested by the employee, a regular hours agreement will be designed to include one or more planned day(s) off in a settlement period.

F7.8 Where a direct supervisor cannot accommodate an employee's request in respect of a pattern of ordinary hours or a regular hours agreement, the direct supervisor will:

- (a) discuss the reasons for the decision with the employee; and
- (b) provide written reasons for the decision, if requested by the employee.

F7.9 Where an employee and their direct supervisor cannot reach agreement on a pattern of ordinary hours or a regular hours agreement, the employee will continue to work in accordance with their existing pattern of ordinary hours or regular hours agreement until the end of the current settlement period.

F7.10 At the end of the current settlement period, if agreement cannot be reached, the employee may choose:

- (a) to work in accordance with a default regular hours option; or
- (b) to continue their existing pattern of ordinary hours or regular hours agreement for a further settlement period, after which time the employee will work in accordance with a default regular hours option.

F7.11 Default regular hours (for a full time employee) will apply in accordance with the options listed below that the Secretary determines best suits the work area:

- (a) 8.30am to 5.00pm with 60 minute lunch break.

- (b) commencement 15 minutes before the opening time of the workplace or 7.45am (whichever is the later), with a lunch break of 30, 45 or 60 minutes; or
- (c) finish 15 minutes after close of a customer contact period or 5.15pm (whichever is the earlier), with a lunch break of 30, 45 or 60 minutes.

***Variations on negotiated hours***

- F7.12 Employees will have at least four weeks notice for a change in arrangements unless the employee agrees to a lesser timeframe.
- F7.13 An employee may request changes to their pattern of ordinary hours or regular hours agreement at any stage.
- F7.14 The regular hours agreement may be varied, by agreement, between the Secretary and the employee.
- F7.15 The employee and their supervisor will meet and discuss the regular hours arrangements a month before the end date of the current regular hours agreement to enable discussion on continuing the regular hours agreement for a further 12 months or to negotiate new regular hours arrangements.

**F8 ROSTERS**

- F8.1 Rostering of some employees is essential to the department's primary function of quality service delivery. The department seeks to balance flexibility and certainty for employees and business areas, to assist in the design of quality jobs, a better work/life balance and a healthy and safe work environment.
- F8.2 The department will, in consultation with employees and their representatives, develop and agree a policy for rosters. This policy will include mechanisms to balance flexibility and certainty for employees including adequate breaks.

***Principles***

- F8.3 Rosters are designed through a process of genuine negotiation between an employee and their team leader/manager, taking into account the agreed pattern of hours.
- F8.4 Rosters will provide employees with adequate time to prepare for the day and pack up at the end of the day, meet and plan, undertake necessary reading, participate in training and other development activities, prepare for the introduction of changes, and include adequate breaks.
- F8.5 Employees and managers are encouraged to apply local, flexible work practices where possible to meet employee's short term or ad hoc work/life balance needs. Managers will make all reasonable efforts to accommodate those requests.

***Application***

- F8.6 This clause F8 will apply to:
  - (a) workplaces or business lines (or parts thereof) that, on commencement of this Agreement, operate on a rostered basis; and
  - (b) other workplaces or business lines where the Secretary determines, in consultation with affected employees and their representatives (under clause A7) will operate on a rostered basis.

- F8.7 All rostered environments as described in F8.6 will, at a minimum, include provision of:
- (a) planned leave including flex time or planned days off;
  - (b) start and finish times;
  - (c) timing and duration of lunch and tea breaks;
  - (d) preparation and pack up time totalling 15 minutes in a single day;
  - (e) a 5 minute break after each 60 minute continuous period of screen/telephony-based work where they are rostered to continue to perform that work for at least a further 15 minutes. The five minute screen-based equipment break will be used to perform other work related activities including appropriate health and well-being activities. This time may form part of a tea break.
- F8.8 The manner in which these are reflected in rosters will depend upon the rostering tool(s) used in each business area.
- F8.9 In locations where cash counting occurs, preparation and pack up time will be increased to 15 minutes preparation time and 15 minutes pack up time.
- F8.10 Where rosters are generated according to national business parameters, those rosters may also include scheduled activities and duration of those activities including:
- (a) face to face customer service;
  - (b) telephone and telephone support activities;
  - (c) follow-up and processing activities
  - (d) training (national and local);
  - (e) learning and development (in blocks of at least 30 minutes);
  - (f) team and one-to-one meetings; and/or
  - (g) other approved roles (such as HCO or HSR duties).

### **Processes**

- F8.11 Rosters will apply for four week periods and may be negotiated up to 12 weeks in advance.
- F8.12 There are three phases in the development of rosters
- (a) identification of an employee's working hours preferences including agreed pattern of hours arrangements;
  - (b) development of draft rosters, and initial negotiation. During the initial negotiation phase, employees may genuinely negotiate changes with their supervisor; and
  - (c) distribution of final rosters and adjustments to final rosters subject to F8.13, F8.14 and F8.15.
- F8.13 An employee may request changes to their roster (including scheduled activities outlined in subclause F8.10) at any stage.
- F8.14 Employees are encouraged to manage their own ad hoc changes to their roster by swapping with other employees. Agreement by the manager will not be unreasonably refused. Swaps of

scheduled activities should not reduce overall task variety for employees during the roster period.

- F8.15 Where the department needs to change rosters due to operational requirements that were unforeseen prior to finalising the roster, the need for changes will be discussed with affected employees at the earliest opportunity. Genuine negotiation of rosters will explore options to meet the operational requirements and give employees reasonable notice of changes to working hours.
- F8.16 Subject to subclause F8.15, where changes to start or finish times are not agreed between an employee and their supervisor, and where notice of changes of at least 14 calendar days cannot be provided, the employee will be entitled to overtime payments for hours that are worked before their previously agreed start time, or after their previously agreed finish time.
- F8.17 In the event that the department, or a workplace or business line within the department, needs to make variations to rostering or scheduling practices, the Secretary will consult with potentially affected employees and their representatives prior to implementing changes to those practices.

## **F9 HOURS OF SERVICE DELIVERY**

- F9.1 The Secretary may determine hours of service delivery that will apply across the department, or in areas of the department.
- F9.2 The department may vary the hours of service delivery to meet customer demand.
- F9.3 If the department needs to vary hours of service delivery or establish new or varied customer service arrangements, and this variation will impact on the hours of duty worked by employees, the Secretary will communicate the business need and consult with potentially affected employees and their representatives, prior to implementing a change in service delivery hours, in accordance with clause A7 of this Agreement. In conducting consultation, the Secretary will consult on matters including, but not limited to:
- (a) staffing levels, and impacts on service levels;
  - (b) security and occupational health and safety;
  - (c) hours of duty, including rosters, regular hours arrangements and patterns of ordinary hours;
  - (d) child care availability, proximity, suitability and costs;
  - (e) availability, safety and proximity of public transport and parking; and
  - (f) other options to assist existing staff manage changed hours, including recruitment of staff to work changed hours.
- F9.4 Where the Secretary establishes new or varied service delivery hours, the Secretary will not:
- (a) design an employee's pattern of attendance to include hours outside the bandwidth;
  - (b) compel an employee to work on public holidays; or
  - (c) place an employee in a 12-hour shift arrangement;
- without the employee's consent.

F9.5 The department will not roster staff to perform external customer contact duties, other than normal 24 hour / 7 day services, on the Saturday after Good Friday or any Saturdays that fall within the department's reduced activity period set out in clause G26.

## **F10 LIMITED OPERATION OF EXTENDED HOURS TRADING**

F10.1 This clause F10 will apply to employees who:

- (a) immediately prior to the commencement of this Agreement, were covered by the *Medicare Australia Collective Agreement 2008-2011* and undertook duties in relation to the delivery of Medicare program services and were regularly rostered to deliver Medicare program services to customers on a Thursday or Friday night, or on a Saturday; or
- (b) are recruited (internally or externally) specifically to undertake duties in relation to the delivery of Medicare program services.

F10.2 An employee who is regularly rostered to work ordinary hours of duty on a Saturday before 12.30pm under this clause F10 will be entitled to be paid at a 50% penalty rate for time worked on Saturday.

F10.3 An employee who is regularly rostered to work between 7.00pm and 8.00pm on a Thursday or Friday night under this clause F10 will be entitled to be paid a 15% penalty rate in respect of a period of duty worked, any part of which extends past 7.00pm on a Thursday or Friday.

F10.4 An employee who receives a penalty rate under subclause F10.2 and/or F10.3 will not be entitled to further payments in respect of the same period of work under clauses F13 or F17, notwithstanding that they are performing ordinary hours outside of the bandwidth.

F10.5 An employee at or below the APS 6 level covered by this clause F10 is entitled to access flex time (under clause F11) or overtime (under clause F13) in accordance with the operational requirements of their workplace, and will negotiate their ordinary hours of duty in accordance with clause F7 of this Agreement.

F10.6 For the purposes of subclause F7.11 the default regular hours available for an employee covered by this clause F10 will include:

- (a) commencement 15 minutes before the opening time of the workplace on a Saturday; and
- (b) finish 15 minutes after the closing time of the workplace on a Saturday.

## **F11 FLEX TIME**

F11.1 An employee at the APS 6 level or below may accrue flex time where operational requirements allow.

F11.2 An employee may accrue flex time where there is suitable work available to be performed outside of their agreed pattern of ordinary hours, regular hours agreement or rostered hours of duty. An employee may be directed not to accrue flex time where there is no suitable work available.

F11.3 An employee will not accrue flex time in respect of hours of work for which they have been paid overtime.

F11.4 The Secretary will grant flex leave where operational requirements allow and in accordance with the needs and preferences of the employee, subject to an employee receiving prior approval.

F11.5 A full-time employee may carry over:

- (a) a maximum of 37.5 hours flex credit per settlement period (25% of full time hours); and
- (b) a maximum of 22.5 hours flex debit per settlement period (15% of full time hours).

F11.6 Employees and their direct supervisors have a joint responsibility to take positive steps to reduce flex credits and flex debits.

F11.7 An employee may carry over a flex credit of more than 37.5 hours for no more than two settlement periods in exceptional circumstances. Where an employee has a flex credit in excess of 37.5 hours for more than two settlement periods, the department will facilitate time off in the next settlement period.

F11.8 Flex credits of up to 37.5 hours (pro rata for part time employees) will be paid out to an employee on the cessation of their employment. Flex credits will only be paid out during the course of a person's employment in exceptional circumstances and with the Secretary's approval.

F11.9 Where an employee has a flex debit in excess of 22.5 hours for two or more settlement periods, the Secretary may reduce any debit over 22.5 hours by applying miscellaneous leave without pay (not to count as service) to the flex debit (that is, salary reduction). In exceptional circumstances, and where the employee agrees, a flex debit in excess of 22.5 hours may be reduced using annual leave.

F11.10 Where an employee has a flex debit on cessation, the Secretary will, in accordance with a relevant Chief Executive's Instruction, deduct an amount equal to the outstanding flex debit from monies otherwise payable to the employee, or recover the amount as a debt due to the Commonwealth.

## **F12 EXCESS TRAVEL TIME**

F12.1 Where an employee at or below the APS 4 level is required to be absent from their usual place of work for official purposes (excluding where an employee is required to permanently relocate due to co-location or other operational changes), and their travel time exceeds their usual travel time from home to work plus 30 minutes in any one day, the Secretary may:

- (a) approve the accrual of flex at the rate of single time for Monday-Saturday or time and half for Sunday/Public Holidays; or
- (b) approve the making of a payment to the employee in lieu of flex accrual, at the same rates specified in sub clause F12.1(a).

## **F13 OVERTIME**

F13.1 Overtime will generally only be available to employees at or below the APS 6 classification. However, EL employees may access overtime in accordance with clause F15 of this Agreement.

F13.2 Overtime rates will be paid where:

- (a) an employee is requested or directed to work hours in addition to their pattern of ordinary hours, their regular hours agreement, or rostered hours of duty, and the employee works those hours;
- (b) an employee, other than a shift worker or an employee covered by clause F17 or F10, is requested or directed to work part or all of their ordinary hours of duty

outside of the bandwidth and the employee works those hours outside of the bandwidth (payable in respect of the hours that fall outside the bandwidth).

- F13.3 An employee may be requested to work a period of overtime. Where operational requirements dictate, the Secretary may direct an employee to work a reasonable amount of overtime on any day.
- F13.4 In requesting or directing an employee to work overtime, the Secretary will take into account the personal circumstances of the employee. An employee has a right to refuse overtime for caring or personal reasons.
- F13.5 An employee can only work overtime with the prior approval of the Secretary.
- F13.6 The Secretary will provide reasonable notice of a requirement or a request to work overtime (subject to clause F14 of this Agreement).
- F13.7 An employee who works a period of overtime will be paid at the rates provided in this subclause F13.7:

Day	Rate
Monday – Saturday	Time and a half for first three hours Double time after first three hours
Saturday (seven day shift worker – defined in subclause F17.12)	Double time
Sunday	Double time
Public Holiday	Time and a half for ordinary/rostered hours for public holiday (in addition to the payment required under clause F17.3 for the public holiday) Double time and a half for where no ordinary/rostered hours on the relevant day
Emergency duty (see clause F14 – Overtime without prior notice)	Double time

- F13.8 An employee’s hourly rate of pay for the purposes of determining the rates in subclause F13.7 will include temporary higher duties allowance, but excludes duties-related allowances and shift penalties.
- F13.9 An employee must have a meal break after five hours of continuous duty, which includes any regular hours worked directly before the period of overtime.
- F13.10 An unpaid meal break within the period of overtime does not disrupt the continuity of duty or eligibility for an overtime meal allowance.

**Minimum Payments**

- F13.11 Minimum payments for periods of overtime will apply as follows:

Situation	Minimum Payment
Overtime period is continuous with ordinary or rostered hours	No minimum payment
Overtime period is not continuous with ordinary or rostered hours and the employee needs to attend the workplace to perform duties	Four hours

Overtime period is not continuous with ordinary or rostered hours, and employee has no notice of overtime (see clause F14 – Emergency duty)	Two hours
Overtime period is not continuous with ordinary or rostered hours, and the employee does not need to attend the workplace to perform duties	Two hours
<i>Employees on restriction duty required to perform overtime:</i>	
Where the employee needs to attend the workplace to perform duties	Three hours
Where the employee does not need to attend the workplace to perform duties	One hour

F13.12 Where an employee performs more than one period of overtime in a day, payments (in accordance with clause F13.11) will not exceed the payment that would be made if the employee remained on duty from the time of commencing the first period of overtime to the end of any subsequent periods of overtime.

F13.13 An employee may agree with the Secretary to exchange an overtime payment for time off in lieu of the overtime hours worked, calculated at the relevant overtime rate. Where an employee has requested time off in lieu of overtime payments, the Secretary will determine whether to grant access to time off in lieu in accordance with the criteria set out in subclause G3.2.

F13.14 If an employee and the Secretary cannot accommodate the time off in lieu within a four-week period after the overtime is worked, the employee will be paid the original entitlement, and no time off in lieu will apply.

***Rest relief after overtime***

F13.15 Employees are entitled to a break of at least eight consecutive hours, plus reasonable travelling time, between the time they finished duty (including overtime worked after a period of ordinary duty) and the time they are next required to commence ordinary duty, without loss of pay. Where this break is not possible due to business needs, the employee will be paid at double ordinary time rates for any period of work until an eight-hour break occurs.

F13.16 Subclause F13.15 does not apply to emergency or restricted duty situations, unless the actual time worked, excluding travelling time, is at least three hours on each call.

**F14 EMERGENCY DUTY (OVERTIME WITHOUT PRIOR NOTICE)**

F14.1 This clause F14 will apply where an employee is required to work overtime without receiving prior notice.

F14.2 Where an employee is required to attend the workplace in accordance with this clause F14, and the employee is not in receipt of a restriction allowance, the employee will be paid the “Emergency Duty” rate in subclause F13.7 for time worked and reasonable travel time, subject to the minimum payment provided in subclause F13.11.

F14.3 Where an employee can perform overtime under this clause F14 without needing to attend the workplace, the employee will be paid the “Overtime without notice” rate in subclause F13.7 for time worked, subject to subclause F13.11.

**F15 FLEXIBLE ARRANGEMENTS FOR EL EMPLOYEES**

F15.1 Executive Level (EL) employees are not entitled to access flex time under clause F11 of this Agreement.

- F15.2 EL employees are generally not entitled to access overtime provisions. However, an EL employee may access overtime as follows:
- (a) where the Secretary determines that exceptional circumstances apply;
  - (b) where the Secretary requires the employee to work on a public holiday for operational reasons; or
  - (c) where the Secretary requires the employee to work a period of overtime while the employee is in receipt of restriction allowance.
- F15.3 Generally, the salary provisions for employees at the EL 1 and EL 2 levels are considered to be appropriate compensation for reasonable additional hours that may be worked by employees at this level.
- F15.4 Where an employee works hours that are in addition to those “reasonable additional hours” for which an employee is compensated (under subclause F15.3), the Secretary may grant an EL employee access to time off in lieu those hours. Access to time off in lieu will be subject to operational requirements including the needs and preferences of the affected employee, and other employees. Time off in lieu is not an hour for hour arrangement.
- F15.5 In determining time off in lieu arrangements for an EL employee, the Secretary will determine what constitutes reasonable additional hours for the employee, considering all relevant work and personal circumstances. Depending upon the work and personal circumstances, the time off in lieu arrangements may also include provision of regular planned full or part days off work, up to the equivalent of 10 days per year, unless more is approved.
- F15.6 Approval may be given for time in lieu to be taken in conjunction with other forms of leave.
- F15.7 EL employees who do not work hours in addition to the reasonable additional hours for which the employee is compensated (under subclause F15.3) will not access time off in lieu arrangements but may access other flexible working hours arrangements (including but not limited to patterns of ordinary hours or regular hours agreements, or part time arrangements).

## **F16 RESTRICTION DUTY**

- F16.1 Where the Secretary directs an employee to be immediately contactable and available to perform additional duties outside of their pattern of ordinary hours, regular hours agreement or rostered hours of duty, the employee will be paid allowance in respect of this restriction (“restriction duty”).
- F16.2 The allowance payable under this clause F16 will be paid for each hour, or part thereof that an employee is on restriction duty.
- F16.3 Where an employee is on restriction duty, and is required to work outside of their pattern of ordinary hours, regular hours agreement or rostered hours of duty, they will be paid overtime in accordance with clause F13. The allowance under this clause F16 will not be payable for any periods where an employee is in receipt of overtime payments.
- F16.4 The allowance under this clause F16 will not be payable to an employee who is expected to be immediately contactable and available to perform additional duties, but does not meet these expectations.
- F16.5 The rates payable under this clause F16 are as follows:
- (a) Monday – Friday: 7.5% of hourly rate;
  - (b) Saturday – Sunday: 10% of hourly rate;

- (c) Public Holidays: 15% of hourly rate.

## **F17 SHIFT WORK**

- F17.1 An employee who performs part or all of their rostered hours of duty within the hours outlined in subclause F17.3 on an ongoing basis or for a fixed period (but who is not an employee to whom clause F9.5 (Limited Operation of Extended Hours Trading) applies) will be considered a shift worker for the purpose of this clause F17.
- F17.2 The following provisions apply to shift workers unless they are eligible for an entitlement as outlined in Clause F18 (Grandfathered Shift Provisions).

### ***Payment of penalties***

- F17.3 A shift worker will be entitled to the following penalty rates in respect of the shifts that they work as follows:

<b>Days</b>	<b>Penalty Rates</b>	
Monday to Friday	15%	for rostered duty performed on a shift where any part of the shift falls between the hours of 7:00 pm and 7:00am.
	30%	for rostered duty performed on a shift where an employee is rostered on shifts for more than four continuous weeks that fall wholly within the hours of 6:00pm and 8:00am.
Saturday	50%	for that part of a shift that falls between midnight Friday and midnight Saturday.
Sunday	100%	for that part of a shift that falls between midnight Saturday and midnight Sunday.
APS holiday	150%	for any part of a shift that falls on that day.
Public holidays and the Saturday following Good Friday	150%	for any part of a shift that falls on that day.

- F17.4 The Secretary may approve, in consultation with employees and their representatives, payment of an annual shift allowance in lieu of penalty rates. The allowance will be calculated by averaging the shift conditions (including penalty rates) provided in this clause F17. A shift allowance under this subclause F17.4 is payable during periods of annual leave, but no other leave.
- F17.5 Where an employee attends a training course, or is required to perform duties away from their usual workplace on a day where they would ordinarily be rostered to undertake a shift, they will receive the same penalty rates as if they had performed their rostered shift. Where such duty is undertaken on a day the shift worker is rostered off, overtime is payable.
- F17.6 The penalty rates outlined in subclause F17.3 will not be payable where an employee is on leave, other than annual leave as per clause F17.7.
- F17.7 Penalty rates will be payable to an employee who is on annual leave where the penalty for a shift, had the employee worked, would have been at least 17.5%. Penalties payable for periods of annual leave will be paid at 50% of the ordinary penalty rate payable.
- F17.8 A shift worker is entitled to be paid overtime for hours worked in addition to their ordinary or rostered hours of duty in accordance with clauses F13 and F14.

### ***Additional annual leave for shift workers***

- F17.9 A shift worker who is continuously rostered in a roster cycle that operates 24 hours a day for 7 days a week, is regularly rostered to work shifts over this cycle, and who regularly works on

Sundays and public holidays will accrue additional annual leave of 5 days (37.5 hours) per annum (pro rata for part time employees).

F17.10 Shift workers, other than as described in subclause F17.9, will be entitled to an additional half day of annual leave for each Sunday rostered and worked, up to a maximum of 5 days per year (37.5 hours)(pro rata for part time employees). A rostered overtime shift of 3 hours or more which commences or ceases on a Sunday will count as a day in the calculation.

F17.11 Where an employee works two shifts on a Sunday (that is one ending early and one starting late in the day) only one shift counts for the purposes of accruing additional annual leave credits.

F17.12 A seven-day shift worker (that is, a shift-worker who is regularly rostered to work one of each of the days Monday to Sunday) who is rostered off on a public holiday will be paid for 7 hours 30 minutes at normal rates in lieu of the public holiday.

### **General shift provisions**

F17.13 A shift worker will not be required to work split shifts (but may agree to do so).

F17.14 Except at regular change-over of shifts, an employee should not be requested to work more than one shift in each 24 hour period.

F17.15 Where 12-hour shift arrangements apply:

- (a) where possible, there will be a forward rotation of shifts, for example, day shift followed by night shift. Rosters will not include more than three consecutive night shifts;
- (b) employees will generally not work overtime within 12 hours of a shift; and
- (c) employees should not remain on duty for more than 14 hours at any time, unless exceptional circumstances apply.

F17.16 Employees may swap shifts by agreement with other employees, so long as the swap does not entitle either employee to overtime penalties.

F17.17 An employee working in a rostered shift at the actual time of change over from:

- (a) standard time to daylight savings time should be paid for a full shift, even though the employee worked one hour less; and
- (b) daylight savings time to standard time should only be paid for the rostered hours, even though the employee worked an extra hour.

F17.18 A shift worker may have access to limited flex time.

### **F18 GRANDFATHERED SHIFT PROVISIONS**

F18.1 The following clauses relate to employees who prior to commencement of this Agreement were covered by the *Medicare Australia Collective Agreement 2008-2011* and performed duty under a shift work arrangement.

F18.2 These grandfathered arrangements will apply to an employee while they continue to fulfill an ongoing shift working role. Where an employee takes on duties in a different role for a temporary period, these provisions will be reinstated on resumption of an ongoing shift working role.

F18.3 Employees who prior to the commencement of this Agreement were covered by the *Medicare Australia Collective Agreement 2008-2011* and were Medicare employees performing shift work engaged after 13 October 1999 will continue to receive shift duty payments in accordance with the following arrangements:

Days	Penalty Rates	
Monday to Friday	15%	for rostered ordinary duty performed on a shift where any part of the shift falls between the hours of 7:30 pm and 7:30am.
	30%	for rostered ordinary duty performed on a shift where an employee is rostered on shifts that fall wholly within the hours of 7:30pm and 7:30am.
Saturday	50%	for rostered ordinary duty performed on a shift where any part of that shift falls between midnight Friday and midnight Saturday.
Sunday	100%	for rostered ordinary duty performed on a shift where any part of that shift falls between midnight Saturday and midnight Sunday.
APS holiday	150%	for rostered ordinary duty performed on a shift, any part of which falls on the APS holiday.
Public holidays	150%	for rostered ordinary duty performed on a shift, any part of which falls on the public holiday.

F18.4 Employees who prior to the commencement of this Agreement were covered by the *Medicare Australia Collective Agreement 2008-2011* and were Medicare employees performing shift work on 13 October 1999 will continue to receive shift duty payments in accordance with the following:

- (a) Rostered ordinary duty performed on a shift, any part of which falls between the hours of 6.00pm and 6.30am, Monday to Friday, attracts an additional 15% of salary for that shift.
- (b) Rostered ordinary duty performed on a shift, falling wholly within the hours of 6.00pm and 8.00am, Monday to Friday, attracts an additional 30% of salary for that shift.
- (c) Rostered ordinary duty performed on a shift, any part of which falls between midnight on Friday and midnight on Saturday, is paid an additional 50% of salary for that shift.
- (d) Rostered ordinary duty performed on a shift, any part of which falls between midnight on Saturday and midnight on Sunday, attracts an additional 100% of salary for that shift.
- (e) Rostered ordinary duty performed on any part of a public holiday, including the APS holiday, attracts an additional 150% of salary for that whole shift.

F18.5 An employee described at subclause F18.3 and subclause F18.4 will be eligible for payment of shift penalties, including as part of an annualised shift allowance, for periods of annual leave, and for periods of personal/carer's leave of up to two weeks per annum.

F18.6 The department will consult with an employee or employees and their representatives, regarding any proposal to pay shift penalties on an annualised basis.

F18.7 A residual annual leave loading is payable to employees in respect of the period of additional annual leave accrued in subclause F17.9 (additional annual leave). The amount of the residual annual leave loading will be the greater of the following:

- (a) a sum calculated as 17.5 per cent of the employee's annual salary for the period of additional annual leave and any additional payments, excluding shift penalties, which the employee would have received had he or she commenced annual leave on 1 January; or
- (b) any shift penalties (excluding public holidays) in respect of duty which the employee would have performed had he or she not been on approved annual leave.

F18.8 Overtime duty performed on Saturday is paid at the rate of double time.

F18.9 Where there is a requirement to perform overtime on Saturday, for which prior notice is given, the minimum payment for such attendance is four hours.

## **OTHER MECHANISMS TO SUPPORT FLEXIBILITY**

### **F19 FLEXIBLE WORK ARRANGEMENTS FOR PARENTS**

F19.1 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.

F19.2 A casual employee engaged for irregular or intermittent duties may only request flexible working arrangements if the employee:

- (a) is a long term casual employee immediately before making the request; and
- (b) has a reasonable expectation of continuing employment on a regular and systematic basis.

F19.3 A request made in accordance with subclause F19.1 must be in writing and set out details of the change sought and the reasons for the change. A request made under subclause F19.1 can only be refused on reasonable business grounds. Where refusing a request the Secretary will provide a written response within 21 days which sets out the reasons for the refusal.

### **F20 HOME-BASED WORK**

F20.1 The Secretary may approve a request from an employee to work from home on a short-term or regular basis.

F20.2 An approved request will be formalised in a written agreement between the employee and the Secretary, and the agreement will outline:

- (a) provision and maintenance of equipment;
- (b) security and occupational health and safety arrangements;
- (c) provision for appropriate supervision, communication, and ongoing regular contact with other team members; and
- (d) arrangements for the Secretary to access the home site.

- F20.3 Arrangements made under this clause F20 should be trialled for a short-term period, before longer-term arrangements are implemented.
- F20.4 Where an employee's request for regular or long-term home-based work is approved, the Secretary may approve the payment or reimbursement of costs of up to \$2,500 associated with establishing the home-based work arrangement. Any items purchased under this arrangement remain the property of the Commonwealth.
- F20.5 An employee's office, not their home, is deemed their usual place of work for the purposes of calculating allowances based on travel requirements.
- F20.6 The arrangement can be varied or terminated as a result of operational requirements, or where the arrangement is ineffective or inefficient. Either party may terminate the arrangement with reasonable notice.
- F20.7 Requests for home-based work will be considered on an individual basis. Parties will acknowledge that not all jobs are suitable to or compatible with home-based work, and not all individuals are suited to work from home.

## **PART G LEAVE**

### **G1 RECALL TO DUTY**

G1.1 The Secretary may re-credit a relevant period of leave, and approve reimbursement of reasonable incidental and travel expenses incurred by an employee:

- (a) whose leave is cancelled without reasonable notice; or
- (b) who is recalled to duty while on approved leave.

### **ANNUAL LEAVE**

#### **G2 ACCRUAL OF ANNUAL LEAVE**

- G2.1 A full time employee will accrue 23 days (172.5 hours) of annual leave for each full year of service.
- G2.2 A part time employee will accrue annual leave on a pro rata basis, in accordance with the hours they work.
- G2.3 An employee's accrual of annual leave will be reduced for any periods of leave that do not count as service (including unauthorised absence).
- G2.4 A shift worker is entitled to accrue additional annual leave in accordance with subclause F17.9.
- G2.5 An employee engaged in a remote locality may accrue additional annual leave in accordance with Schedule 5 (Remote localities) of this Agreement.
- G2.6 Annual leave will accrue monthly in arrears, in hours and minutes, based on a calculation of:

$$A/12 \times (B-C)/B$$

A = basic annual credit of 172.5 hours (pro rata for part time), plus additional credits for remote localities and/or shift work

B = number of calendar days in the previous month

C = calendar days in the previous month that do not count as service, totalling one day or more; and/or

- calendar days in the previous month where the employee was not employed because they commenced or ceased employment part-way through the previous month; and /or

- days where annual leave is accrued at a different rate part-way through the previous month.

#### **G3 GRANTS OF ANNUAL LEAVE**

- G3.1 The Secretary may grant an employee access to their paid annual leave credits at any time, in accordance with this clause G3.
- G3.2 In determining whether to grant an employee annual leave, the Secretary will take into account achieving a balance between:
- (a) the employee's needs and preferences; and
  - (b) the capacity and needs of a team, workplace or business line to meet its internal or external service delivery requirements.

- G3.3 The Secretary may approve a request from an employee to access annual leave at full pay or half pay. Where an employee accesses half pay annual leave, the full period of leave will count as service for all purposes.
- G3.4 Where an employee has purchased leave credits available, they will not be entitled to access half pay annual leave until the purchased leave credits have been used in full.
- G3.5 Employees are encouraged to use at least two weeks annual leave per year, and are guaranteed access to their full year's annual leave entitlement in each year. Requests to access annual leave will be facilitated as possible, however, the timing of the leave will be subject to the considerations outlined in subclause G3.2.
- G3.6 Periods of annual leave will be paid at the same rate that the employee would have been paid had they performed their ordinary duties during this period (subject to shift worker provisions in clause F17). This will include payment of temporary higher duties allowances as relevant.

#### **G4 EXCESS ANNUAL LEAVE CREDITS**

- G4.1 "Excess annual leave credits" for the purpose of this clause G4 means that an employee has:
- (a) for general full-time employees, in excess of 345 hours (46 days) annual leave credits available
  - (b) for full time shift worker employees who accrue additional leave under subclause F17.9, in excess of 420 hours annual leave credits available;
  - (c) for full time employees in remote localities, in accordance with additional annual leave accruals as follows:

<b>Additional annual leave accrual entitlement</b>	<b>Credit amount</b>
0.4 weeks	375 hours
0.6 weeks	390 hours
1 week	420 hours
1.4 weeks	450 hours

- G4.2 Where, on the commencement of this Agreement, an employee has excess annual leave credits, the Secretary may allow the employee to cash out a part of their annual leave credits, up to the amount required to reduce the annual leave credits to 345 hours (subject to subclause G5.2). This subclause G4.2 will cease to operate three months after the commencement of this Agreement, and thereafter, the ordinary cash out rules in clause G5 will apply.
- G4.3 After subclause G4.2 ceases to apply, where an employee has excess annual leave credits, the Secretary may at any time direct the employee to take annual leave, at a mutually convenient time, to reduce the annual leave entitlements balance to 345 hours. Where an employee's available credits are well in excess of 345 hours, they may be directed to access up to 25% of their total leave credits to reduce the employee's leave balance to 345 hours. A direction given under this subclause G4.3 must be reasonable in the circumstances.
- G4.4 An employee cannot be directed to take leave under subclause G4.3 where that employee has applied for and had an annual leave application refused within the previous four months or they have a leave management plan in place.

## **G5 CASH OUT OF ANNUAL LEAVE**

- G5.1 At any time during the operation of this Agreement, the Secretary may allow an employee to cash out up to 10 days annual leave credits.
- G5.2 In order to be eligible to cash out annual leave credits under subclause G5.1, an employee must:
- (a) have taken at least 10 days annual leave or long service leave in the 12-month period before they request the cash-out arrangement;
  - (b) retain annual leave credits of at least 20 days (150 hours) after the cash-out; and
  - (c) enter into a written agreement with the Secretary to provide for the cash-out.
- G5.3 Cashed out annual leave will be paid to the employee at the rate that would have been payable to the employee had they taken the leave at the time the cash out agreement is made.

## **G6 PURCHASED LEAVE**

- G6.1 The Secretary may allow an ongoing employee with at least 12 months qualifying service to purchase up to four weeks leave in a 12-month period.
- G6.2 Purchased leave, where accessed will count for service for all purposes.
- G6.3 Leave is purchased at the rate of the employee's ongoing salary, applicable district allowance, and duties-related allowances (outlined in clause D1 of this Agreement) that apply at the date that the purchase is approved. Temporary higher duties allowance is not included in the purchase cost.
- G6.4 Purchased leave is taken at the rate of the employee's ongoing salary, applicable district allowance, and duties-related allowances (outlined in clause D1 of this Agreement) that apply at the date the leave is taken. Temporary higher duties allowance is not payable during periods of purchased leave.
- G6.5 Purchased leave cannot be taken at half pay, and must be used before an employee is eligible to access annual leave at half pay.
- G6.6 Access to purchased leave will be subject to the considerations outlined in subclause G3.2.
- G6.7 Where an employee has paid for purchased leave, and has not accessed that leave prior to cessation of employment with the department, the purchased leave will be reimbursed to the employee on cessation.
- G6.8 Where, on cessation of employment with the department, an employee has accessed purchased leave in excess of the leave they have paid for:
- (a) the employee may elect to repay the outstanding amount; or
  - (b) if no such election is made, the Secretary may, in accordance with a relevant Chief Executive's Instruction, deduct an amount equal to the outstanding amount from monies otherwise payable to the employee or recover that amount as a debt due to the Commonwealth.
- G6.9 Where an employee provides supporting documentation, confirming they have a legitimate ongoing illness or one-off acute medical condition requiring an extended recovery period, the Secretary, having considered other flexible working arrangements, may approve purchased leave where the employee's personal leave credits have been exhausted.

## **PERSONAL / CARER'S LEAVE**

### **G7 ACCRUAL OF PERSONAL/CARER'S LEAVE**

- G7.1 A full time employee will accrue 18 days (135 hours) of paid personal/carer's leave for each full year of service.
- G7.2 A part time employee will accrue personal/carer's leave on a pro rata basis, in accordance with the hours they work.
- G7.3 An employee's accrual of personal/carer's leave will be reduced for any periods of leave that do not count as service (including unauthorised absence).
- G7.4 Full time employees who are new to the APS will receive an initial credit of nine days (67.5 hours) on commencement, and a further credit of nine days (67.5 hours) after six months of service.
- G7.5 Ongoing employees who transfer to the department from another APS employer, with no break in continuity of service, will not be entitled to the credits under subclause G7.4 (in accordance with clause G23 – portability of entitlements).
- G7.6 After the first full year of service (for employees new to the APS), personal/carer's leave will accrue and be credited monthly – 11.25 hours on the first day of each month.
- G7.7 Employees covered by subclause G7.5 will commence accrual of leave under subclause G7.6 on the first day of the month after their commencement with the department, and will receive a pro rata entitlement in respect of any time between their commencement of employment, and first monthly credit, that has not been covered by a credit of personal/carer's leave from their previous employer.

### **G8 WAR SERVICE SICK LEAVE**

- G8.1 Employees with an injury or disease determined under the *Veterans' Entitlement Act 1986*, to be war- or defence-caused, are entitled to an additional one-off credit of nine weeks of personal leave, on commencement of employment in the APS.
- G8.2 Employees will also receive an additional three weeks personal leave per full year of service during their employment with the department. Unused annual credits under this subclause G8.2 will accumulate to a maximum balance of nine weeks.
- G8.3 Leave credited or accrued under this clause G8 may be used by an employee when they are unfit for duty because of their war- or defence-caused injury or disease.

### **G9 ACCESSING PERSONAL/CARER'S LEAVE**

- G9.1 Leave accrued under clause G7 may be used as "personal leave" where an employee is unfit for duty, and/or where an employee needs to attend medical procedures and/or appointments.
- G9.2 Leave accrued under clause G7 may be used as "carer's leave" where an employee needs to provide care or support for a member of the employee's immediate family or household, or for another person for whom the employee has caring responsibilities, where the other person:
- (a) is ill or injured and requires care or support in respect of the illness or injury;
  - (b) is unable to attend a medical appointment or medical procedure without the employee's personal support or assistance; and/or
  - (c) requires care or support from the employee during an unexpected emergency.

- G9.3 Subject to available leave credits, an employee may also use up to two weeks personal/carer's leave to supplement Supporting Partner leave, taken under clause G14 of this Agreement. This subclause G9.3 will be applied so that its effect is not detrimental to an employee in any respect, when compared to the National Employment Standards.
- G9.4 Employees must advise an appropriate person, as determined for their workplace, as soon as reasonably practicable of an absence or their intention to be absent. Generally, this should be prior to the employee's scheduled start time wherever possible, unless there are circumstances beyond the employee's control.
- G9.5 The Secretary will advise employees of the reporting arrangements for their workplace, including identifying the "appropriate person" for that workplace.
- G9.6 An employee may access up to five days of paid personal/carer's leave (subject to available leave credits) in a calendar year without providing suitable evidence to support the absence. These five days make up part of an employee's 18 days accrual.
- G9.7 After an employee has accessed five days personal/carer's leave without suitable evidence, in accordance with subclause G9.6, the Secretary may require an employee to provide suitable evidence to support all further paid personal/carer's leave in that calendar year. A requirement to provide suitable evidence will not be made retrospectively.
- G9.8 Where the Secretary has required an employee to provide suitable evidence to support absences from the workplace, and that evidence cannot be provided to support absences, the Secretary may deem the leave to be an unauthorised absence.
- G9.9 The Secretary may grant unpaid personal/carer's leave where an employee does not have sufficient personal/carer's leave credits to access paid leave, or where an employee has been required to provide suitable evidence to support their absence and suitable evidence was not provided.
- G9.10 Personal/carer's leave without pay does not count as service for the purpose of accruing annual or personal/carer's leave.
- G9.11 In this clause G9, suitable evidence means:
- (a) evidence from a registered health practitioner;
  - (b) a statutory declaration in appropriate circumstances, such as where it is not reasonably practicable for an employee to obtain evidence from a registered health practitioner; or
  - (c) in respect of carer's leave, evidence from an appropriate source such as school or child care provider, or a statutory declaration in appropriate circumstances.
- G9.12 The Secretary may grant available paid personal leave to an employee who provides suitable evidence that they are medically unfit for one day or more while on unpaid maternity leave, annual leave, purchased leave, flex leave or long service leave. Annual leave, purchased leave, flex leave and long service leave will be re-credited to the extent of the period of personal leave granted.

## **G10 SABBATICAL LEAVE**

- G10.1 The Secretary may allow an ongoing employee to work for four years with a proportion of their salary withheld over that time to fund a subsequent period of leave of either six or 12 months.
- G10.2 An employee may elect to have 10% of their salary withheld over four years, in order to access sabbatical leave for six months in the fifth year.

- G10.3 An employee may elect to have 20% of their salary withheld over four years, in order to access sabbatical leave for 12 months in the fifth year.
- G10.4 The withheld salary will be paid to the employee over the period of sabbatical leave in the fifth year in equal fortnightly instalments.
- G10.5 Sabbatical leave will count as service for the purposes of accruing annual and long service leave.
- G10.6 Any withheld salary amounts that are not accessed by the employee during the course of their employment with the department will be paid to the employee on cessation of employment with the department.

## **G11 COMPASSIONATE AND BEREAVEMENT LEAVE**

- G11.1 The Secretary will approve two days paid compassionate leave per occasion to an employee where a member of the employee's immediate family or household:
- (a) contracts or develops a life-threatening illness; or
  - (b) sustains a life-threatening injury.
- G11.2 The Secretary will approve three days paid bereavement leave per occasion to an employee where a member of the employee's immediate family or household dies.
- G11.3 An employee may be asked to provide evidence to support their absences under this clause G11.
- G11.4 Leave under this clause G11 may be taken as two/three consecutive days (as applicable), or in periods equalling two/three days (as applicable).

## **G12 MATERNITY LEAVE**

- G12.1 An employee is entitled to maternity leave (paid and/or unpaid) in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*.
- G12.2 An employee who is entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* is entitled to access an additional two weeks paid maternal leave immediately following paid maternity leave. These two weeks will count as service for all purposes.
- G12.3 Both maternity leave and additional maternal leave may be taken at half pay over 28 weeks. Only the first 14 weeks of leave will count as service.

## **G13 ADOPTION AND FOSTERING LEAVE**

- G13.1 The Secretary may approve leave in relation to the adoption of a child where:
- (a) the child has not lived with the employee for more than six continuous months prior to the placement of the child with the employee;
  - (b) the child is not a child or step-child of the employee or the employee's partner, unless the child has not been in the custody of the employee or the employee's partner for a significant period of time;
  - (c) the employee is the primary caregiver for an adopted child; and

- (d) the employee provides the Secretary with evidence of the adoption, including the date of placement with the employee.

G13.2 An employee who is in the process of adopting a child may take up to two days leave to attend any interviews or examinations required to obtain approval for the adoption. This leave may be taken as annual leave, purchased leave or flex leave (where available), or as miscellaneous leave without pay.

G13.3 The Secretary may approve leave in relation to the fostering of a child where:

- (a) the child has not lived with the employee for more than six continuous months prior to the placement of the child with the employee;
- (b) the child is not a child or step-child of the employee or the employee's partner, unless the child has not been in the custody of the employee or the employee's partner for a significant period of time; and
- (c) the employee provides the Secretary with evidence of:
  - (i) the employee assuming long term responsibility for the child arising from the placement of the child in a permanent fostering arrangement;
  - (ii) the date of placement of the child with the employee; and
  - (iii) the employee being the primary caregiver for the child.

G13.4 Where an employee has at least 12 months service (as defined under the *Maternity Leave (Commonwealth Employees) Act 1973*), they are entitled to access 14 weeks paid leave under this clause G13. This leave may be taken at half pay over 28 weeks only the first 14 weeks of leave will count as service.

G13.5 Leave taken under this provision must commence within the period commencing one week prior to the placement of the child with the employee, and ending six months after the placement of the child with the employee. Leave should generally be taken in a single block.

#### **G14 SUPPORTING PARTNER LEAVE**

G14.1 An employee whose partner has given or is giving birth to a child, or an employee whose partner is the primary caregiver for an adopted or fostered child, is entitled to two weeks supporting partner leave. This leave:

- (a) will be paid leave, where the employee has at least 12 months service (as defined under the *Maternity Leave (Commonwealth Employees) Act 1973*);
- (b) will be unpaid leave, where the employee does not have at least 12 months service (as defined under the *Maternity Leave (Commonwealth Employees) Act 1973*);
- (c) can be taken within the period commencing in the week prior to the expected due date of the child, or placement of the child with the employee's partner, and ending six months after the birth or placement of the child;
- (d) should generally be taken in a single block; and
- (e) may be taken at half pay. Only the first 2 weeks of leave will count as service.

G14.2 An employee may be required to provide evidence in support of their application for leave, including evidence of the date of birth of a child, or placement of a child with the employee's partner.

## **G15 GENERAL PARENTAL LEAVE**

- G15.1 An employee who is entitled to access maternity leave, supporting partner leave or adoption/foster care leave is entitled to take up to 24 months' unpaid parental leave.
- G15.2 An employee who is not eligible to access paid leave under clause G12 or G13 because they do not have the required length of service is entitled to access leave under this clause G15.
- G15.3 The 24-month period of leave available under this clause G15 will not be extended by any other period of paid or unpaid leave.

*Note: An employee may be granted any of the following types of paid leave during a period of unpaid parental leave: maternity leave, adoption/fostering leave, supporting partner leave, annual leave and long service leave. An employee will not be granted paid personal/carer's leave or compassionate/bereavement leave during a period of unpaid parental leave, unless the unpaid parental leave runs concurrently with another leave type where an employee is entitled to access paid personal leave under clause G9.*

- G15.4 Periods of unpaid parental leave will not count as service for any purpose (unless otherwise provided under Commonwealth legislation).
- G15.5 Where an employee's partner is entitled to access parental leave (paid or unpaid) either under this Agreement, or in accordance with the terms and conditions of employment provided by another employer, the total period of parental leave that may be taken between the couple cannot exceed 24 months after the day of birth or the date of placement.
- G15.6 Nothing in this Agreement affects an employee's entitlements to paid or unpaid parental leave (however described) under Commonwealth legislation, including the *Fair Work Act 2009*, the *Maternity Leave (Commonwealth Employees) Act 1973*, and the *Paid Parental Leave Act 2010*.

## **G16 RETURN TO WORK AFTER PARENTAL LEAVE**

- G16.1 On ending maternity leave, supporting partner leave, adoption/foster care leave or general parental leave, an employee is entitled to return to:
- (a) the employee's pre-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 (subject to clauses B4 and B5 of this Agreement) as applied pre-leave. Where this is not practical, other duties will be sought.
- G16.2 For the purposes of this clause G16, "duties" means those performed:
- (a) if the employee was moved to safe duties because of their pregnancy – immediately before that move;
  - (b) if the employee began working part-time because of their pregnancy – immediately before that part-time employment began; or
  - (c) otherwise, immediately before the employee commenced leave.

## **G17 LONG SERVICE LEAVE**

- G17.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

G17.2 The minimum period that an employee may take long service leave is seven days (at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

G17.3 Aggregated absences that do not count as service of one day or more, including unpaid leave not to count as service and unauthorised absences, will defer the accrual of long service leave by the amount of the aggregated absence.

## **G18 DEFENCE RESERVE LEAVE**

G18.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

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

G18.2 An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each calendar 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 department in any circumstances.

G18.3 An employee who is an officer or instructor of cadets in a cadet force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of cadets. For these purposes, "cadet force" means the Australian Navy Cadets, Australian Army Cadets or the Australian Air Force Cadets.

G18.4 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.

G18.5 Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay, or they may use flex or make up time, for the purpose of fulfilling ADF Reserve, CFTS, or Cadet Force obligations.

G18.6 An employee must notify the department when the dates of ADF Reserve, CFTS, or Cadet Force activities are known and/or changed.

## **G19 MISCELLANEOUS LEAVE**

G19.1 The Secretary may grant an employee miscellaneous leave, either with or without pay.

G19.2 Ceremonial leave granted under this clause G19 will count as service for all purposes.

G19.3 An employee may be granted leave under this clause G19 in circumstances including, but not limited to, those listed in the Table at subclause G19.7 of this Agreement.

G19.4 "Special leave" in the Table at subclause G19.7 means leave for the purpose of:

- (a) an employee attending to personal emergencies:
  - (i) that are unplanned, unforeseen and unavoidable; and
  - (ii) that require the direct and immediate involvement of the employee; and

(iii) where no alternative arrangements can be made; or

(b) bereavement or compassionate reasons in respect of a close friend or relative, where leave would not be available under clause G11 of this Agreement.

G19.5 The Secretary may require an employee to provide evidence to support paid or unpaid leave events under this clause G19.

G19.6 Unless otherwise specified in the relevant policy, leave with pay under this clause will count as service for all purposes, and leave without pay under this clause will not count as service.

G19.7 The Secretary may approve paid or unpaid leave for the following purposes, and with the following time limits:

**Table G1**

<b>Service to the community</b>	<b>Length</b>	<b>Pay</b>
Jury service	As required by the court	Paid leave for period required by the court (less any amounts paid to the employee by the court jury service pay, excluding expense-related allowances)
Donating blood	As required	Paid
Volunteer Emergency Management Duty (including emergency services responses, training, reasonable travel and recovery time, and ceremonial duties) – in accordance with section 109 of the <i>Fair Work Act 2009</i>	Up to five days per calendar year.	Paid Period of paid leave may be extended in exceptional circumstances.
	Unlimited	Unpaid
Rest relief after assisting in emergency management activities on behalf of the department	As required	Paid
Give evidence/attend proceedings on behalf of Commonwealth/State/Territory, or before a Royal Commission  *NB – an employee giving evidence on behalf of the Commonwealth, or on their own behalf, in relation to their duties will be considered on duty.	As required	Paid or unpaid, depending on circumstances
Represent Australia as an accredited official or competitor in the Olympic Games, Commonwealth Games and Paralympics.	As required to complete official duties or compete, plus reasonable travelling time	Up to one calendar week paid per occasion and further paid or unpaid leave depending on circumstances.

<b>Cultural/Ceremonial Leave</b>	<b>Length</b>	<b>Pay</b>
Cultural / Ceremonial leave including NAIDOC/Coming of the Light (Aboriginal/Torres Strait Islander employees only)	Two days per calendar year	Paid
Cultural or ceremonial Leave (Aboriginal/Torres Strait Islander employees)	10 days over two years	Unpaid, but will count as service
Religious days not covered by public holidays	Will depend on individual circumstances	Unpaid
<b>Bereavement leave</b>	<b>Length</b>	<b>Pay</b>
Additional bereavement leave, in respect of the death of: <ul style="list-style-type: none"> <li>o the current partner, parent, child or sibling of the employee; or</li> <li>o the parent, sibling or child of the employee's current partner</li> </ul>	Up to two days	Paid
<b>Bereavement Leave</b>	<b>Length</b>	<b>Pay</b>
Additional bereavement leave, in respect of the death of: <ul style="list-style-type: none"> <li>o the grandparent or grandchild of the employee; or</li> <li>o the grandparent or grandchild of the employee's current partner.</li> </ul>	Up to one day	Paid
<b>Other</b>	<b>Length</b>	<b>Pay</b>
Temporary office closure, where alternative arrangements cannot be made	As required	Paid
State of emergency where there is damage to the employee's home	As required	Paid
Special Leave	Up to two days per calendar year	Paid For subclause G19.4(b), additional paid leave may be granted in exceptional circumstances
Early intervention purposes	Up to three days	Paid
Other purposes as approved	Will generally not exceed 12 months	Paid or unpaid

Unpaid leave	Length	Pay
Longer term caring purposes	Will depend on individual circumstances	Unpaid
Partner's posting with the Commonwealth	As required	Unpaid
Approved outside employment	Will generally not exceed 12 months	Unpaid
Campaign leave	As required	Unpaid

## **G20 UNAUTHORISED ABSENCE**

G20.1 Where an employee is absent for any period without authority, the absence will not count as service for any purpose, and will not attract payment of salary.

## **G21 PAYMENT IN LIEU OF LEAVE ENTITLEMENTS ON DEATH OF EMPLOYEE OR SEPARATION**

### ***Separation because of death***

G21.1 Where a person's employment ceases because of their death, the Secretary may approve payment of the employee's:

- (a) accrued annual leave, and unused purchased or sabbatical leave, to the employee's estate, or where the employee has nominated another party before their death, to that party; and
- (b) long service leave entitlements in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

### ***Separation other than by death***

G21.2 An employee who separates from the APS (other than by death) will be paid in lieu of any unused annual leave. Payment will be made using the rate of the employee's final salary, including allowances that would have been included in the employee's salary during periods of annual leave.

G21.3 Long service leave will be paid out on separation only in accordance with the *Long Service Leave Act 1976*.

G21.4 An employee is not taken to have separated from the department for the purpose of subclause G21.2 if:

- (a) they are an ongoing employee who ceases employment with the department on one day and commence employment with another APS agency on the next working day; or
- (b) they are a non-ongoing employee who does not have a break in service between periods of engagement with the department.

## **G22 PRESERVATION OF ACCRUED ENTITLEMENTS**

G22.1 This clause G22 preserves any leave that an employee accrued or purchased (including sabbatical leave) under a previous industrial instrument, as amended by Schedule 4 (Transitional arrangements) of this Agreement (in respect of transitional arrangements for a standard working day).

G22.2 An employee's entitlement or liability under a previous industrial agreement in respect of flex credits or debits will be preserved.

### **G23 PORTABILITY OF ACCRUED LEAVE ENTITLEMENT**

G23.1 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/carer's leave (however described) will be recognised, provided there is no break in continuity of service.

G23.2 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/carer's leave (however described) will be recognised. ACT Government Service will be recognised in accordance with provisions in the *Australian Capital Territory Government Service (Consequential Provisions) Act 1994*, as amended or replaced.

G23.3 Where an employee 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/carer's leave (however described) provided there is no break in continuity of service (subject to subclause G21.4(b) of this Agreement).

G23.4 Any recognised annual leave under this clause G23 will exclude any accrued leave paid out on separation from a previous APS agency, or accrued leave paid out at the end of period of non-ongoing employment.

### **G24 PUBLIC HOLIDAYS**

G24.1 An employee is 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) Queen's Birthday (on the day on which it is celebrated in the relevant State or Territory);
- (g) Christmas Day (25 December);
- (h) Boxing Day (26 December); and
- (i) any other day or part day that is declared or prescribed under a law of a State or Territory to be observed generally in that State or Territory, or a region within that 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 2009 from counting as a public holiday.

G24.2 If, under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday.

G24.3 The Secretary and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday.

G24.4 An employee, who is absent on a day or a 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.

G24.5 Where a public holiday falls during a period when an employee is absent on leave (other than annual or personal 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 (for example, if an employee is on long service leave on half pay, payment is at half pay).

**G25 APS HOLIDAY**

G25.1 Employees will observe an additional holiday, on the first business day after Boxing Day. Employees other than shift workers who are required to work on the APS Holiday will receive 100% loading for the time worked.

**G26 CHRISTMAS CLOSEDOWN AND REDUCED ACTIVITY PERIOD**

G26.1 Employees are not required to attend for duty during the department's reduced activity period as described in table G2 unless directed by the Secretary. The Secretary may only give such a direction to meet essential operational requirements.

G26.2 The department's reduced activity period commences on the last working day (being a weekday) before Christmas Day, to New Years Day (inclusive).

**Table G2**

	<b>2012</b>	<b>2013</b>
Reduced Activity Period	Monday 24 December 2012 to Tuesday 1 January 2013 inclusive	Tuesday 24 December 2013 to Wednesday 1 January 2014 inclusive

G26.3 Employees who are not required to attend for duty during the reduced activity period will access three days of their accrued annual leave for this period.

G26.4 Where, due to essential operational requirements, the Secretary directs an employee or group(s) of employees to attend work on some or all of the working days during the reduced activity period, employees will use their annual leave credits for any period during the reduced activity period where they are not required to attend for work.

G26.5 In determining the essential operational requirements of a workplace, team or business line, the Secretary will take into account:

- (a) the capacity of a workplace, team or business line to meet its internal or external service delivery requirements; and
- (b) the needs and preferences of employees in that workplace, team or business line to take leave during the relevant period.

G26.6 Where an employee has approved parenting leave (maternity, maternal, supporting partner, adoption or foster) or long service leave on both sides of the reduced activity period, the employee is not required to use annual leave for this period.

G26.7 Annual leave during the reduced activity period may be re-credited in accordance with subclause G9.12.

G26.8 Where an employee is not required to attend for duty for all or part of the reduced activity period and has insufficient annual leave then available flex credits or leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

# **PART H GENERAL EMPLOYMENT CONDITIONS**

## **H1 EMPLOYMENT IN THE DEPARTMENT**

- H1.1 The usual basis for employment in the department is as an ongoing employee.
- H1.2 Non-ongoing employees may be engaged for a specified term, for the duration of a specified task, or for duties that are irregular or intermittent.

## **H2 CASUAL EMPLOYEES**

- H2.1 The Secretary may employ casual employees in accordance with section 22(2)(c) of the *Public Service Act 1999* as amended or replaced from time to time (irregular and intermittent duties).
- H2.2 Casual employees will receive a salary loading of 20% in lieu of public holidays not worked, and all paid leave entitlements, other than long service leave. Such employees will accrue long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*. The loading is calculated in accordance with the employee's base annual salary rate.
- H2.3 Casual employees may access unpaid leave for personal, carer's, compassionate and bereavement purposes.

## **H3 EMPLOYEE ASSISTANCE PROGRAM**

- H3.1 Employees will have access to a confidential, professional counselling service for employees and their families, to help employees resolve both personal and work-related issues. The service will be provided at no cost to employees.

## **H4 CARE ADVICE SERVICE**

- H4.1 The department will continue to provide advice to employees in relation to their caring responsibilities for elder relatives through an elder care advisory service. The service will be provided at no cost to employees.

## **H5 INFLUENZA VACCINATIONS**

- H5.1 The department will make influenza vaccinations available to all staff at no cost to employees.

## **H6 HEALTH INSURANCE DISCOUNT**

- H6.1 The department will conduct a market testing process to identify one or more health insurance providers who would be willing to provide a discount on health insurance for interested employees. Any discount available will be at no cost to the department.
- H6.2 Subclause 20.4.2 of the *Medicare Australia Collective Agreement 2008-2011* provided some employees the ability to access a Medibank Private Group Discount through the payroll system. The department will continue such access for those employees until the market testing process at subclause H6.1 is completed, including any subsequent negotiations with the selected health insurance provider(s) in relation to the terms on which the discount will be offered.

## **H7 EMPLOYEE IDENTIFICATION**

- H7.1 The department will work towards ensuring that all employees have a choice about whether they provide their full name or only their first name in response to public enquiries, including in correspondence and face to face contact.

H7.2 In relation to identification of employees by their email address, the department will seek to ensure that, within six months of the commencement of this Agreement, employees are able to choose to send emails in response to public enquiries that do not identify them by their full name.

H7.3 In the event that employees elect to use only their first name in response to public enquiries, they must ensure that sufficient additional information is provided to make the employee identifiable for future customer contact.

## **H8 RECOGNITION OF DIVERSITY**

H8.1 The department is committed to achieving a workforce that is reflective of the community it serves. In consultation with employees and their representatives, the department has developed, and will implement and maintain a Workplace Diversity and Inclusion Framework. The framework is supported by plans for specific diversity groups and includes:

- (a) senior executive responsibility for championing the framework
- (b) targets for attracting and retaining employees who identify as a member of a diversity group
- (c) commitment to communicating the benefits of workforce diversity
- (d) a range of mechanisms to consult with employees about diversity and inclusion issues, particularly consultation with employees from diversity groups, and
- (e) reporting arrangements to monitor progress in implementation of the Framework.

## **H9 ENVIRONMENTAL MANAGEMENT**

H9.1 The department encourages employees to participate in environmental management strategies and measures to assist in the reduction of the department's environmental footprint. The department will provide opportunities for employees to contribute to the design, communication, implementation and monitoring of environmental initiatives, including through the National Consultative Committee at subclause A7.17.

## **H10 PUBLIC TRANSPORT**

H10.1 The department encourages employees to make use of public transport where possible including for travel to and from work and travel for work purposes.

H10.2 The department seeks to provide a scheme to allow ongoing employees to purchase longer term public transport tickets for travel to and from work through the department. Employees participating in the scheme will reimburse the department the full amount of the pass, plus any fringe benefits tax (FBT) amount through fortnightly deductions from their net salary. While this scheme could attract FBT, on commencement of this Agreement the predicted cost of long term public transport tickets would mean that FBT is not payable. Should circumstances change, and FBT were to be payable to some or all purchases of public transport tickets, the department would notify affected staff and the expectation is that staff would reimburse the department any FBT amount.

H10.3 The department is committed to administering the program as efficiently as possible. Where the costs of administering the total scheme exceed 50% of one fulltime employee's time, those employees participating in the scheme will equally share the costs of the additional administration.

H10.4 Any amount that remains outstanding to the department at the expiry of the transport ticket, transfer of the employee to another location or cessation of the employee's employment will be deducted from the employee's salary or final entitlements. Amounts payable by an employee under this subclause H10.4 may, in accordance with a relevant Chief Executive's Instruction, be deducted from monies otherwise payable to the employee or recovered as a debt due to the Commonwealth.

## **H11 UNIFORMS**

H11.1 The department will continue to consult with employees and their representatives on the design and gradual implementation of the DHS corporate wardrobe. Implementation of compulsory uniform in the department will take into consideration OH&S principles and obligations. Where the uniform is required it will be issued to staff at no cost. A subsidy program will be provided for wardrobe items for staff in other work areas.

## **H12 LACTATION BREAKS**

H12.1 The department will support employees who choose to continue breastfeeding by:

- (a) facilitating discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet those needs;
- (b) planning for and providing access to the most suitable available facilities;
- (c) providing paid lactation breaks of up to 10% of the employees working time; and
- (d) providing telephone access to relevant free breastfeeding support services.

H12.2 An employee may access the flexible working hours arrangements or personal/carer's leave to access support or treatment in relation to breastfeeding.

## **H13 EMERGENCY MANAGEMENT SITUATIONS**

H13.1 In the event that the department is required to respond to an emergency situation, either within Australia or overseas, the Secretary may activate this clause H13 to assist in providing suitable terms and conditions of employment for those employees who are required to assist in that response.

H13.2 The Secretary will, in consultation with potentially affected employees and their representatives, determine which employees or groups of employees any decisions under this clause H13 will apply to.

H13.3 The Secretary will, in consultation with potentially affected employees and their representatives, determine the length of time for which any decisions under this clause H13 will apply for.

H13.4 The Secretary may, under this clause H13, decide that some clauses of this Agreement will be varied for affected employees. Depending on the nature of the event, these clauses may include:

- (a) where work is performed;
- (b) penalty rates (including shift or overtime);
- (c) allowances;
- (d) application of flex arrangements;
- (e) application of leave arrangements, such as miscellaneous leave; and/or

- (f) timeframes for performance management.

H13.5 A decision made under this clause H13:

- (a) must ensure that an employee's health and safety in the course of their duties is not adversely affected;
- (b) will be made in consultation with potentially affected employees and their representatives; and
- (c) must result in any terms and conditions provided under this clause H13 being more beneficial to the employee than what would have otherwise been available to the employee under the usual operation of this Agreement.

#### **H14 COMMONWEALTH DWELLINGS – RENTAL CONTRIBUTION**

H14.1 An employee who is provided with residential accommodation that is owned or leased by the Commonwealth will be required to pay 15% of their salary towards the rent of that accommodation.

H14.2 If Commonwealth accommodation is shared between more than one employee, the employees will each pay an equal share of the 15% contribution.

H14.3 Where an employee is required to supervise or control Commonwealth personnel or property outside of the employee's ordinary hours of duty, the rental contribution payable by the employee will not exceed 10% of their salary.

H14.4 The Secretary may reduce the contribution payable by an employee under this clause H14.

#### **H15 STUDIES ASSISTANCE**

H15.1 The Secretary may, under this clause and in accordance with relevant policy, determine that an ongoing employee is an "approved student" for the purposes of providing studies assistance. The Secretary will consider:

- (a) the personal development needs of the employee;
- (b) the financial resources, operational needs and corporate goals of the department;
- (c) the effective work performance of the approved student;
- (d) the length of the course; and
- (e) the demonstrated requirements of the broader APS.

H15.2 An approved student may receive studies assistance for full time or part time studies, in the form of:

- (a) paid leave;
- (b) unpaid leave; and/or
- (c) full or partial reimbursement of costs associated with studies.

H15.3 An approved student is entitled to paid leave to attend examinations and/or formal assessments requiring attendance held during normal hours of duty including reasonable travel time.

H15.4 Leave without pay for study purposes will count as service for all purposes other than annual leave if the approved student returns to the department following their study leave.

## **H16 LEARNING AND DEVELOPMENT**

H16.1 The department is committed to ensuring that employees have the skills and knowledge they require to perform their duties, and supporting employee career development. The department will ensure that all employees have access to appropriate learning and development opportunities on work time.

H16.2 Managers are responsible for:

- (a) maintaining an understanding of the capabilities and strengths of their employees, and providing regular feedback on this;
- (b) assisting employees to identify and act on development needs;
- (c) supporting on-the-job learning, and the application of new skills and knowledge through coaching and mentoring;
- (d) encouraging and supporting employees to participate in formal learning activities, and to share their learning with colleagues; and
- (e) partnering with learning professionals and employees to co-design relevant learning tools.

H16.3 Employees are responsible for:

- (a) working with their direct supervisor to identify, agree and review development needs;
- (b) participating fully in learning and development opportunities;
- (c) applying new skills and knowledge in the work environment; and
- (d) providing feedback on the quality and effectiveness of learning solutions.

H16.4 Learning and development opportunities may include:

- (a) experiential (on-the-job) learning and development activities;
- (b) coaching and mentoring activities (exclusive of performance coaching); and
- (c) formal off-the-job learning and development activities.

H16.5 Where an employee requires professional skills in order to perform their duties, the supervisor and the employee will agree a Learning and Development Plan in accordance with subclause 14.2 that facilitates the employee to maintain their professional development and skills.

H16.6 Where an employee works in a rostered environment, and:

- (a) there was an entitlement under a previous industrial agreement to an hour-based learning and development entitlement in that environment, they will access that entitlement as a minimum;
- (b) there was no hour-based entitlement to learning and development in that environment, they will access a minimum of 5% of their working hours for learning and development.

H16.7 Employees not in a rostered environment will access at least 5% of their working hours for learning and development.

H16.8 Learning and development time will be scheduled in accordance with subclause F8.10, and will usually be scheduled in blocks of at least 30 minutes. An employee may choose to undertake learning and development for a shorter period where this suits their needs. In all environments, employees will be provided with appropriate facilities, such as time away from customer contact duties, in order to undertake learning and development activities.

## **H17 PROFESSIONAL REIMBURSEMENT**

H17.1 The department will reimburse professional association membership costs and/or accreditation or registration fees where these are required for the performance of an employee's duties (up to \$1,000 per annum in all but exceptional circumstances). This reimbursement is subject to the employee providing suitable evidence of the expense.

H17.2 The department may also reimburse professional association membership costs and/or accreditation or registration fees where such membership is considered to provide a direct benefit to the department.

## **H18 CALL MONITORING**

H18.1 Recorded information, in so far as it is used in relation to the employee, will be used as a part of gaining an overall picture identifying learning and development opportunities or needs.

H18.2 Employees will be advised in writing prior to a fixed period during which their calls may be monitored. In this process, a fixed number of calls are randomly selected based on duration and assessed to improve the quality and accuracy of individual interactions with customers.

H18.3 Employee performance will always be assessed holistically, and not based solely upon data capture.

## **H19 RESIGNATION**

H19.1 An ongoing employee will be required to provide two weeks notice of their intent to resign from the department, unless:

- (a) the Secretary and the employee agree a shorter period; or
- (b) a longer period of notice is stipulated in the employee's letter of engagement.

H19.2 Where an employee fails to provide notice in accordance with this clause H19, the Secretary may, in accordance with a relevant Chief Executive's Instruction, deduct an amount equal to the salary payable during the unexpired portion of the notice period from monies otherwise payable to the employee or recover that amount as a debt due to the Commonwealth.

H19.3 A non-ongoing or casual employee will be required to provide notice of their intent to resign in accordance with the terms of their contract or letter of engagement.

## **H20 NOTICE OF TERMINATION**

H20.1 Where an ongoing employee's employment is terminated by the Secretary, the employee will be entitled to be given prior written notice of the termination of their employment, in accordance with the table below:

<b>Employee's length of service on the day notice is given</b>	<b>Period of notice</b>
Not more than one year	One week
More than one year but not more than three years	Two weeks
More than three years but not more than five years	Three weeks
More than five years	Four weeks

H20.2 The "period of notice" in the table in subclause H20.1 will be increased by one week where an employee has at least two years continuous service, and is at least 45 years old.

H20.3 The Secretary may, at their discretion, decide not to give prior written notice in accordance with subclause H20.1. Where prior written notice is not given, the employee will be entitled to payment in lieu of the notice period provided in the table in subclause H20.1.

H20.4 The "period of notice" in the table in subclause H20.1 does not apply to an employee whose employment is terminated because of serious misconduct

# **PART I PERFORMANCE MANAGEMENT**

## **I1 PURPOSE OF PERFORMANCE MANAGEMENT**

- I1.1 The purpose of the performance management process is to:
- (a) develop a culture of high performance in the department;
  - (b) align individual performance requirements with business requirements;
  - (c) ensure that employees have a clear understanding of their role, and the performance standards expected of them;
  - (d) support and encourage ongoing feedback between employees and their direct supervisors, including through formal mechanisms;
  - (e) identify and plan for learning and development needs; and
  - (f) assess and reward employee performance.

## **I2 PRINCIPLES OF PERFORMANCE MANAGEMENT**

- I2.1 Joint responsibility – employees and supervisors will participate in all aspects of the performance management process, including initiating reviews, and seeking and providing feedback as required; and be provided with resources and support to do so.
- I2.2 Confidentiality – performance management processes, including access to and the use of performance data, will comply with privacy principles.
- I2.3 No surprises – the performance process will ensure that employees are aware of their performance progress. Supervisors and managers should identify and address performance concerns at the earliest opportunity.
- I2.4 Fair – the performance process will provide employees with an opportunity to, respond to performance feedback, and will provide reasonable adjustments for employees with disabilities if required; consistent with natural justice principles.
- I2.5 Holistic – business related work outcomes and performance measures will be realistic, within the employee's control and consistent with their work level. The performance assessments will balance qualitative and quantitative evidence of employee performance.
- I2.6 Representation – an employee may have a support person (who may be a union representative) at any stage of the performance process. All parties in a performance process will undertake discussions constructively. The support person's role may facilitate and may supplement direct discussions between the employee and their supervisor.

## **I3 PERFORMANCE CYCLE**

- I3.1 The performance cycle for all employees will run from 1 July each year to 30 June in the following year.

## **I4 PERFORMANCE PROCESS**

- I4.1 An employee and their supervisor will develop and agree on an Individual Performance Agreement within eight weeks of:

- (a) the commencement of a new performance cycle; and/or
- (b) starting in a new position, either temporarily or permanently, at the same or a higher level.

I4.2 Individual Performance Agreement means a holistic plan that is consistent with an employee's classification and outlines:

- (a) Business-related work outcomes and individual performance measures that are realistic, achievable, measurable, and within an employee's control;
- (b) expectations regarding workplace behaviours, consistent with APS Values and ILS behaviours; and
- (c) an employee's learning and development plan, including:
  - (i) role-related learning requirements;
  - (ii) career development goals (as relevant); and
  - (iii) opportunities identified by the employee and their supervisor to address learning and development needs.

I4.3 Amendments to an Individual Performance Agreement to account for changes in an employee's circumstances or business changes will be by agreement with the employee and their supervisor.

I4.4 The employee and their supervisor will participate in a mid-cycle review of the employee's performance against the Individual Performance Agreement, which will be completed in writing, by February in the relevant year. In this discussion, the employee will be provided with an indicative rating of their performance as part of this review.

I4.5 The employee and their supervisor will participate in an annual review of the employee's performance against the Individual Performance Agreement, which will be completed in writing, by 15 August in the relevant year.

I4.6 Where an employee's supervisor has not initiated a review process in accordance with this clause I4, the employee will raise the matter with their supervisor's direct manager.

I4.7 An employee's overall performance (at the mid-cycle review and annual review stages) will be rated against the following scale, following discussions between the employee and their supervisor:

Rating	Description
1	<b>Requirements not met:</b> employee has not met most or all of their performance outcomes as outlined in their Individual Performance Agreement.
2	<b>Support required:</b> employee has met some performance outcomes, or has made satisfactory progress towards meeting their performance outcomes, but requires further time, support, development or improvement to perform at the Fully Effective level as outlined in their Individual Performance Agreement.
3	<b>Fully effective:</b> employee has met their required performance outcomes as outlined in their Individual Performance Agreement.
4	<b>Exceeds expectations:</b> employee has consistently exceeded their required performance outcomes as outlined in their Individual Performance Agreement.

I4.8 Salary advancement will apply in accordance with clause B5 of this Agreement.

- 14.9 Where an employee's performance at the annual review is assessed as "Support required", clause 15 ('Back on Track Process') will apply and they will not be eligible for salary advancement in accordance with clause B5 of this Agreement, other than as provided for in 15.
- 14.10 Where an employee's performance at the annual review is assessed as "Requirements not met", they will not be eligible for salary advancement in accordance with clause B5 of this Agreement. Where a 'Back on Track' process has not been initiated at the time of the annual review, clause 15 (Back on Track Process) applies.
- 14.11 Where an employee is on a "Back on Track' at the time of the annual performance review they will receive a rating of "Support required" at that time. Where an employee is on Formal Performance Counselling at the time of the annual performance review they will receive a performance rating "Requirements not met" at that time.

## **15 'BACK-ON-TRACK' PROCESS**

- 15.1 This clause does not apply to non-ongoing and casual employees, employees on an Entry Level Program or employees on probation.
- 15.2 At any stage during the performance cycle where an employee's supervisor or manager identifies that an employee's performance is below, and remains below, satisfactory standards (including, but not limited to, where an employee's performance has been rated as a "2" in accordance with subclause 14.7), the supervisor may initiate a 'Back on Track' process in order to assist the employee to attain and sustain fully effective performance.
- 15.3 The 'Back on Track' process is a structured approach to performance improvement that is designed to be less formal and operate before the Formal Performance Counselling process at clause 16
- 15.4 The 'Back on Track' process will involve:
- (a) identification of areas of performance that require improvement;
  - (b) discussions between the employee and their supervisor to develop strategies to improve performance, including reasonable support that will be provided to the employee (including training or learning and development needs);
  - (c) documentation of a 'Back on Track' plan, which should be agreed and signed by the employee and their supervisor, which will outline:
    - (i) performance expectations; that are realistic, reasonable, measurable, and consistent with the Individual Performance Agreement; during the period of the plan;
    - (ii) arrangements for supervision and assessment during the period of the plan; and
    - (iii) arrangements for support, including learning or training, for the employee to assist in improving their performance during the period of the plan; and
  - (d) regular assessments of progress against the 'Back on Track' plan.
- 15.5 While an employee is participating in a 'Back on Track' process their Individual Performance Agreement is suspended. On successful completion of the 'Back on Track' process, their Individual Performance Agreement will be updated to ensure it meets the principle as set out in subclause 12.5 ('holistic').
- 15.6 The 'Back on Track' process will run for 12 weeks, subject to subclauses 15.7 to 15.9.

- 15.7 Where, at the end of eight weeks, an employee has attained and sustained fully effective performance, the process will cease.
- 15.8 Where, at the end of eight weeks, an employee has attained but not sustained fully effective performance, the process will continue for the full 12 weeks.
- 15.9 Where, at the end of eight weeks, an employee has not attained fully effective performance with reasonable support, the Secretary may initiate the Formal Performance Counselling process at clause 16. Salary advancement will not occur.
- 15.10 Where an employee is reassessed as "Fully Effective" at the end of a 'Back on Track' process initiated as a result of subclause 14.9; the employee will be eligible for salary advancement in accordance with clause B5 with effect from the date of the reassessment.
- 15.11 At the end of the 12-week 'Back on Track' process if the employee has not attained and sustained fully effective performance, the Secretary may initiate a Formal Performance Counselling process under this clause 15. Salary advancement will not occur.

## **MANAGING UNDERPERFORMANCE**

### **I6 FORMAL PERFORMANCE COUNSELLING**

- 16.1 This clause I6 does not apply to non-ongoing and casual employees, employees on an Entry Level Program, or employees on probation.
- 16.2 The Secretary may initiate this process where an employee has been unable to
  - (a) attain fully effective performance with reasonable support at the completion of eight weeks of the 'Back on Track' process, or
  - (b) attain and sustain fully effective performance with reasonable support at the completion of the 12 week 'Back on Track' process.
- 16.3 Where the Secretary applies this clause I6 to an employee, they will observe the following process:
  - (a) formal written notice of counselling will be provided to the employee, which will identify areas of underperformance and notify the employee of the counselling session to be held under subclause 16.3(b);
  - (b) a formal counselling session will be conducted with the employee;
  - (c) a Formal Performance Counselling (FPC) plan will be developed and implemented, outlining required realistic, reasonable, and measurable levels of performance, and strategies to assist the employee attain and sustain performance at the "Fully Effective" level; and
  - (d) regular reviews of the employee's performance will be conducted.
- 16.4 While an employee is participating in a FPC process, their Individual Performance Agreement is suspended. On successful completion of the FPC process, their Individual Performance Agreement will be updated to ensure it meets the principle as set out in subclause 12.5 ('holistic').
- 16.5 The FPC process will run for 12 weeks, subject to subclause 16.6 (early exit) or subclause 16.10 (12 months repeat).

- I6.6 At any stage from eight weeks to 12 weeks in the process, where an employee has attained and sustained fully effective performance, the Secretary may determine that the process will cease (and no salary advancement will be available).
- I6.7 At any time during the FPC process, the employee may consent to termination of employment. Where an employee agreed to have their employment terminated they will be entitled to payment of a lump sum of any balance of the FPC period. The termination of employment notice periods apply as specified in the *Fair Work Act 2009*, but will be deemed to run concurrently with the balance of the Formal Performance Counselling period.
- I6.8 Where, at the end of the 12 week FPC process, the employee has not attained and sustained the required standards of performance during the FPC process, the Secretary may take appropriate action, including:
- (a) initiating termination of employment processes in respect of unsatisfactory performance of duties;
  - (b) initiating reduction in classification processes in respect of unsatisfactory performance of duties; or
  - (c) reassigning the employee to alternative duties at the same classification.
- I6.9 Where the Secretary applies this clause I6 to an employee, they will ensure that the employee is afforded procedural fairness, and is advised of their right to be represented or have a support person assist them with the process.
- I6.10 If within 12 months of completing a FPC process an employee's supervisor or manager identified that an employee's performance below, and remains below, satisfactory standards for the same reasons; the 'Back on Track' process will be reduced to six weeks and if required, the formal performance counselling process will be reduced to four weeks.

## **PART J RETENTION, REDEPLOYMENT AND REDUNDANCY**

### **J1 APPLICATION**

J1.1 Clauses relating to the management of excess employees will not apply to employees on probation or non-ongoing employees.

### **J2 DEFINITION OF EXCESS EMPLOYEE**

J2.1 An employee is an excess employee if:

- (a) the employee is included in a class of employees employed in the department where there are more employees in the class than is needed for the efficient, effective and economical operation of the department;
- (b) the employee's services cannot be effectively used because of technological or other changes in work methods of the department, or changes in the nature, extension or organisation of functions of the department; or
- (c) the duties usually performed by the employee are required to be performed at a different locality, the employee is not willing to relocate to perform their duties, and the Secretary has determined that clauses J1 to J2 apply to that employee.

### **J3 PREVENTING EXCESS EMPLOYEE SITUATIONS**

J3.1 The department will actively explore redeployment options initially within an employee's current Section, Branch and Division and then through the department-wide job placement scheme with a view to preventing excess employee situations.

J3.2 The job placement scheme will consider employees who are potentially excess or who have been declared excess in isolation for vacancies prior to advertising a vacancy and/or prior to utilising an order of merit list to fill a vacancy. To be found suitable for a vacancy, an employee who is potentially excess need only demonstrate that, with training, they would be able to satisfactorily perform the duties of the position within three to six months.

J3.3 The manager of the affected employee(s) will consult with the employee(s) prior to the commencement of the redeployment process in accordance with clause A7 (consultation). An employee may choose to be represented in any such discussion. The affected employee(s) also have access to the Employee Assistance Program (EAP) in accordance with clause H3.

J3.4 An employee cannot be declared excess unless the department has actively explored redeployment opportunities.

### **J4 CONSULTATION WITH AFFECTED EMPLOYEES**

J4.1 Following processes outlined in clause J3, where the Secretary considers that there is likely to be a need to identify an employee or employees as excess, the Secretary will, as soon as practicable, advise the employee or employees and their representatives, in writing, and offer to hold discussions with the employee(s), to consider:

- (a) actions that might be taken to reduce the likelihood of the employee(s) becoming excess;
- (b) redeployment opportunities for the employee(s) within the department or another APS agency; or

(c) the possibility of retrenchment with the payment of a redundancy benefit.

J4.2 This consultation period will extend for at least a four-week period, but may be reduced with the written agreement of the affected employee(s).

J4.3 The Secretary may invite other employees who are not excess to express an interest in voluntary retrenchment under clause J5, where that arrangement would allow the redeployment of the excess employee(s).

J4.4 An employee who is advised, in accordance with this clause J4, that they are likely to become excess, may seek a "job swap" with another employee who is interested in voluntary retrenchment, to allow the initial employee to be redeployed. This arrangement is subject to the Secretary deciding that the other employee is a suitable employee for the purpose of the swap.

## **J5 VOLUNTARY RETRENCHMENT**

J5.1 Where the Secretary decides that an employee is excess to the department's requirements, the Secretary will:

- (a) advise the employee in writing of the decision, and may invite the employee to elect for retrenchment with the payment of a redundancy benefit;
- (b) ensure the employee is provided, as soon as is practicable, with information on the entitlements they would be eligible to receive if retrenched, including superannuation options and taxation treatment of entitlements; and
- (c) reimburse the employee up to \$500 for expenses incurred in seeking financial advice.

J5.2 Where the Secretary invites an excess employee to elect for retrenchment with a redundancy benefit, the employee will have four weeks in which to notify the Secretary of his or her decision (the consideration period). Where the employee elects for retrenchment, the Secretary may decide to retrench the employee but will not give notice of termination of employment before the end of the consideration period without the agreement of the employee.

J5.3 The consideration period can be reduced by agreement between the employee and the Secretary. Where the period is reduced, the employee will, on termination of employment, be paid the unexpired period of the consideration period. The Secretary may give notice of termination of employment in accordance with clause H20 of this Agreement, or may decide to make a payment to the employee in lieu of notice.

J5.4 Only one invitation to elect for retrenchment with the payment of a redundancy benefit will be made to an excess employee.

## **J6 REDUNDANCY BENEFIT**

J6.1 An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the Secretary under section 29 of the *Public Service Act 1999* on the grounds that he or she is excess to the requirements of the department, is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro-rata amount for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards.

J6.2 The minimum sum payable under this clause J6 will be four weeks' salary, and the maximum sum will be 48 weeks' salary.

J6.3 The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than

24 years full time service (refer to subclause J7.2), subject to any minimum amount the employee is entitled to under the National Employment Standards.

## **J7 RATE OF PAYMENT FOR REDUNDANCY BENEFIT**

J7.1 For the purposes of calculating any payment for a redundancy benefit, salary will include:

- (a) the employee's salary at their substantive (ongoing) classification;
- (b) the employee's salary at a temporary higher classification, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment;
- (c) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment of an office disturbance allowance under clause D9 of this Agreement; and
- (d) shift penalties, where applicable.

J7.2 Where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full time service, the two weeks per year of service that relates to that part-time service will be paid on a pro rata basis as follows:

- Current annual full-time equivalent salary (as used for redundancy pay purposes), divided by full time hours, multiplied by the part-time hours for that part-time period worked.

## **J8 NOTICE OF TERMINATION**

J8.1 Where the employment of an excess employee is to be terminated under section 29 of the *Public Service Act 1999* on the grounds that he or she is excess to requirements, the Secretary will give written notice of termination of four weeks (or five weeks for an employee who is over 45 with at least five years of continuous service).

J8.2 Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

*Note: an employee's entitlement to notice under this clause J8 replaces any entitlement the employee would have under clause H20 of this Agreement.*

## **J9 RETENTION PERIOD**

J9.1 An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following retention period:

- (a) 13 months where the employee has 20 years or more service or is over 45 years of age; or
- (b) seven months for all other employees.

J9.2 If an employee is entitled to a redundancy payment under the National Employment Standards, the relevant period in subclause J9.1 will be reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standards, as at the expiration of the retention period (as adjusted by this subclause J9.2).

- J9.3 The retention period will commence on the day the Secretary advised the employee in writing that they are an excess employee.
- J9.4 During the retention period, the Secretary:
- (a) will continue to take reasonable steps to find alternative employment for the excess employee; and
  - (b) may, with four weeks notice, reassign the excess employee to duties at a lower APS classification.
- J9.5 Where, under subclause J9.4(b), an employee's duties are reassigned to a lower classification before the end of the retention period, the employee will receive income maintenance to maintain salary at the previous higher classification for the balance of the retention period. Where a salary is maintained under this subclause J9.5, the employee's eligibility for salary advancement in respect of subclause B5.3(b) will be assessed against the employee's salary being within the salary range of the higher classification, not the new lower classification.
- J9.6 The retention period will be extended by any periods of approved leave due to personal illness or injury of the employee (supported by suitable evidence) taken during the retention period (calculated in accordance with subclauses J9.1 and J9.2).
- J9.7 The department will observe the APS Redeployment Policy, including in respect of providing excess employees with redeployment assistance.
- J9.8 It is the excess employee's responsibility to take all reasonable steps to identify and apply for suitable vacancies at their substantive classification level during the retention period.
- J9.9 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where those expenses are not met by the prospective employer.
- J9.10 Where an excess employee is required to move the employee's household to a new locality the Secretary may approve payment or reimbursement of reasonable expenses where those expenses are not met by the prospective employer.
- J9.11 Where the Secretary is satisfied that there is insufficient productive work available for the employee within the department during the remainder of the retention period and that there are no reasonable redeployment prospects within the APS:
- (a) the Secretary may, with the consent of the employee, terminate the employee's employment under section 29 of the *Public Service Act 1999*; and
  - (b) upon termination of employment, the employee will be paid a lump sum comprising:
    - (i) the balance of the retention period (as reduced under subclause J9.2 for the National Employment Standards), and this payment will be taken to include the payment in lieu of notice of termination of employment under clause H20 of this Agreement; plus
    - (ii) the employee's entitlement to redundancy payment under the National Employment Standards.

**J10 INVOLUNTARY TERMINATION OF EMPLOYMENT AT THE END OF THE RETENTION PERIOD**

- J10.1 In accordance with section 29 of the *Public Service Act 1999*, the Secretary may terminate the employment of the excess employee, without the employee's consent, at the end of the retention period.

J10.2 An excess employee's employment will not be terminated without their consent without the employee being given notice of termination under clause H20 of this Agreement. Wherever possible, this notice period will be concurrent with the retention period.

J10.3 An excess employee's employment will not be terminated without their consent if the employee has not been invited to elect for retrenchment with the payment of a redundancy benefit (under clause J5), or where the employee has elected for retrenchment with the payment of a redundancy benefit by the Secretary has refused to approve that election.

## **J11 SERVICE FOR REDUNDANCY PAY PURPOSES**

J11.1 The following types of service are counted in the calculation of service for the purposes of a redundancy benefit:

- (a) service in an APS agency;
- (b) government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- (c) service with the Commonwealth, which is recognised for long service leave purposes, other than service with a Joint Commonwealth-State body or body corporate in which the Commonwealth does not have a controlling interest;
- (d) service with the Australian Defence Forces;
- (e) APS service immediately preceding deemed resignation (due to the marriage bar under the *Public Service Act 1922*) if service has not previously been recognised for redundancy pay purposes; and
- (f) service in another organisation where:
  - (i) the employee was transferred from the APS to that organisation with a transfer of function; or
  - (ii) an employee engaged by that organisation on work within a function is engaged as an APS employee as a result of the transfer of that function to the APS; and
  - (iii) such function is recognised for long service leave purposes.

J11.2 For earlier periods of service to count there must be no breaks between the periods of service, except where:

- (a) the break in service is less than four weeks and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; 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 the repealed section 49 of the *Public Service Act 1922*.

*Note: This is also subject to the transfer of business rules under Part 2-8 of the Fair Work Act 2009.*

J11.3 Any period of service which ceased by way of:

- (a) any of the grounds for termination specified in section 29 of the *Public Service Act 1999* (including any additional grounds prescribed in the *Public Service Regulations 1999*);
- (b) on a ground equivalent to any of these grounds;
- (c) through voluntary retirement at or above the minimum retiring age applicable to the employee;
- (d) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit,

will not count as service for redundancy pay purposes.

J11.4 Absences from work that do not count as service for leave purposes will not count as service for redundancy pay purposes.

## SCHEDULE 1 – DEFINITIONS

The following definitions apply to this Agreement:

**APS Employee** means a person engaged under the *Public Service Act 1999*.

**child** means a biological child, adopted child, foster child, step child, or ward of the employee or the employee's partner.

**de facto** means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis.

**Entry Level Program** means an entry level program outlined in clause C4.

**Grandfathered Location** means a location listed in Table B (Grandfathered Locations) of Schedule 5 (Remote localities).

**household member** means a person, other than an immediate family member, who is residing in the employee's household at the time of the relevant illness, injury, emergency or death.

**immediate family** means:

- (a) a partner, parent, child, grandparent, grandchild or sibling of the employee;
- (b) the parent, child, grandparent, grandchild or sibling of the employee's partner; and
- (c) traditional kinship, where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs.

**lactation break** means a break provided for breastfeeding, expressing milk or any other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this agreement.

**leave management plan** means a plan that is agreed between an employee and their supervisor that outlines the timeframe/s and method by which the employee will reduce their annual leave credits where they have excess annual leave credits (G4 Excess Annual Leave Credits). This may include access to periodic annual leave or where an employee has accrued annual leave for a specific purpose within a reasonable period, such as an extended break

**parent** means a biological parent, step-parent, adoptive parent, guardian or former guardian, foster parent or former foster parent of the employee or the employee's partner.

**Parliamentary Service** refers to employment under the *Parliamentary Service Act 1999*.

**partner of the employee** means a spouse or de facto, (including former spouse or de facto), regardless of gender or sexual preference.

**performed duties** means having been present at work within Human Services and performing duties as required. This definition may be amended by the Secretary on a case by case basis to take into account an employee who is seconded to another organisation (that is, where the employee is paid by the department, but undertakes duties for another organisation).

**permanent fostering arrangement** means an arrangement under which a person or organisation with statutory responsibility for the placement of children places the child with the employee, in circumstances where the child is not expected to return to his or her family.

**previous industrial instrument** means the instrument that applied to an employee immediately preceding the commencement of this Agreement, being:

- (a) *Centrelink Agreement 2009-2011*;
- (b) *Medicare Australia Collective Agreement 2008-2011*;
- (c) *DHS – Child Support Agency Collective Agreement 2008-2011*;

- (d) *CRS Australia Agreement 2008-2011*;
- (e) *APRA Employment Agreement 2008*;
- (f) an Australian Workplace Agreement (AWA) covering the employee while employed by the department, Centrelink, Medicare Australia, or CRS Australia; or
- (g) a determination under section 24(1) of the *Public Service Act 1999*.

**qualifying service** has the same meaning as “service for redundancy pay purposes”.

**suitable evidence** means:

- (a) evidence from a registered health practitioner; or
- (b) a statutory declaration in appropriate circumstances, such as where it is not reasonably practicable for an employee to obtain evidence from a registered health practitioner; or
- (c) in respect of carer’s leave, evidence from an appropriate source such as school or child care provider, or a statutory declaration in appropriate circumstances.

**undertaking official business in [a] temporary locality** (in relation to travel) includes:

- (a) attending meetings, workshops, conferences, or other official activities that are the primary activity for which official travel is required;
- (b) preparation for relevant activities;
- (c) transit to and from work locations in the temporary locality; and
- (d) time spent undertaking an employee’s ordinary duties in the temporary locality.

**usual place of work** means

- (a) the site where an employee normally reports for duty; or
- (b) one agreed office location within a group of sites where an employee is regularly rostered to report for duty.

A group of sites may be clustered providing that cluster is reasonable in all circumstances.

## SCHEDULE 2 – BASE SALARIES

Table A – General Employment Stream

Classification	Stage one (on commencement)	Stage two - Salary bands including first pay rise (on commencement)	Salary bands from 1 July 2012	Salary bands from 1 July 2013
<b>APS1</b>	Min. \$41,421 Max. \$44,413	\$42,664 \$45,746	\$43,944 \$47,119	\$45,263 \$48,533
<b>APS2</b>	Min. \$46,286 Max. \$49,955	\$47,675 \$51,454	\$49,106 \$52,998	\$50,580 \$54,588
<b>APS3</b>	Min. \$51,309 Max. \$57,187	\$52,849 \$58,903	\$54,435 \$60,671	\$56,069 \$62,492
<b>APS4</b>	Min. \$57,188 Max. \$63,363	\$58,904 \$65,264	\$60,672 \$67,222	\$62,493 \$69,239
<b>APS5</b>	Min. \$63,783 Max. \$68,825	\$65,697 \$70,890	\$67,668 \$73,017	\$69,699 \$75,208
<b>APS6</b>	Min. \$70,605 Max. \$81,645	\$72,724 \$84,095	\$74,906 \$86,618	\$77,154 \$89,217
<b>EL1</b>	Min. \$88,314 Max. \$97,860	\$90,964 \$100,796	\$93,693 \$103,820	\$96,504 \$106,935
<b>EL2</b>	Min. \$102,200 Max. \$121,537	\$105,266 \$125,184	\$108,424 \$128,940	\$111,677 \$132,809

**Table B – Information and Communication Technology (ICT) Job Stream**

<b>Classification</b>	<b>Stage one (on commencement)</b>	<b>Stage two - Salary bands including first pay rise (on commencement)</b>	<b>Salary bands from 1 July 2012</b>	<b>Salary bands from 1 July 2013</b>
<b>APS5</b>	Min. \$63,783 Max. \$68,825	\$65,697 \$70,890	\$67,668 \$73,017	\$69,699 \$75,208
<b>APS6</b>	Min. \$70,605 Max. \$81,645	\$72,724 \$84,095	\$74,906 \$86,618	\$77,154 \$89,217
<b>EL1</b>	Min. \$88,314 Max. \$97,860	\$90,964 \$100,796	\$93,693 \$103,820	\$96,504 \$106,935
<b>EL2</b>	Min. \$102,200 Max. \$121,537	\$105,266 \$125,184	\$108,424 \$128,940	\$111,677 \$132,809

**Table C- Legal Job Stream**

<b>Classification</b>	<b>Stage one (on commencement)</b>	<b>Stage two - Salary bands including first pay rise (on commencement)</b>	<b>Salary bands from 1 July 2012</b>	<b>Salary bands from 1 July 2013</b>
<b>APS5</b>	Min. \$63,783 Max. \$68,825	\$65,697 \$70,890	\$67,668 \$73,017	\$69,699 \$75,208
<b>APS6</b>	Min. \$70,605 Max. \$81,645	\$72,724 \$84,095	\$74,906 \$86,618	\$77,154 \$89,217
<b>EL1</b>	Min. \$88,314 Max. \$97,860	\$90,964 \$100,796	\$93,693 \$103,820	\$96,504 \$106,935

<b>EL2</b>	Min. \$102,200 Max. \$121,537	\$105,266 \$125,184	\$108,424 \$128,940	\$111,677 \$132,809
<b>Deputy General Counsel (EL2)</b>	Max. \$129,069	\$132,942	\$136,931	\$141,039

**Table D - Professional Job Stream**

<b>Classification</b>	<b>Stage one (on commencement)</b>	<b>Stage two - Salary bands including first pay rise (on commencement)</b>	<b>Salary bands from 1 July 2012</b>	<b>Salary bands from 1 July 2013</b>
<b>APS5</b>	Min. \$63,783 Max. \$68,825	\$65,697 \$70,890	\$67,668 \$73,017	\$69,699 \$75,208
<b>APS6</b>	Min. \$70,605 Max. \$81,645	\$72,724 \$84,095	\$74,906 \$86,618	\$77,154 \$89,217
<b>Rehabilitation Consultant 2+ (APS6)</b>	\$81,914	\$84,372	\$86,904	\$89,512
<b>Senior Rehabilitation Consultant (APS6)</b>	\$86,037	\$88,619	\$91,278	\$94,017
<b>EL1</b>	Min. \$88,314 Max. \$97,860	\$90,964 \$100,796	\$93,693 \$103,820	\$96,504 \$106,935
<b>EL2</b>	Min. \$102,200 Max. \$121,537	\$105,266 \$125,184	\$108,424 \$128,940	\$111,677 \$132,809

**Table E - Public Affairs Job Stream**

<b>Classification</b>	<b>Stage one (on commencement)</b>	<b>Stage two - Salary bands including first pay rise (on commencement)</b>	<b>Salary bands from 1 July 2012</b>	<b>Salary bands from 1 July 2013</b>
<b>PAO1 - APS4</b>	Min. \$57,188 Max. \$63,363	\$58,904 \$65,264	\$60,672 \$67,222	\$62,493 \$69,239
<b>PAO1 - APS5</b>	Min. \$63,783 Max. \$68,825	\$65,697 \$70,890	\$67,668 \$73,017	\$69,699 \$75,208
<b>PAO2 - APS6</b>	Min. \$70,605 Max. \$81,645	\$72,724 \$84,095	\$74,906 \$86,618	\$77,153 \$89,217
<b>PAO3 - EL1</b>	Min. \$88,314 Max. \$97,860	\$90,964 \$100,796	\$93,693 \$103,820	\$96,504 \$106,935
<b>PAO4 - EL2</b>	Min. \$102,200 Max. \$121,537	\$105,266 \$125,184	\$108,424 \$128,940	\$111,677 \$132,809

**Table F - Entry Level Programs – New employees**

<b>Program</b>	<b>Salary points including first pay rise (on commencement)</b>	<b>Salary points/bands from 1 July 2012</b>	<b>Salary points from 1 July 2013</b>
<b>Graduate (Graduate APS)</b>			
Pay point 1 (Generalist Graduate with one degree)	\$52,849	\$54,435	\$56,069
Pay point 2 (ICT Graduate, or Generalist Graduate with multiple degrees, honours or post-graduate qualification)	\$58,904	\$60,672	\$62,493

<b>Program</b>	<b>Salary points including first pay rise (on commencement)</b>	<b>Salary points/bands from 1 July 2012</b>	<b>Salary points from 1 July 2013</b>
<b>Apprenticeship (APS Trainee)</b>			
	\$47,675	\$49,106	\$50,580
<b>ICT Apprenticeship (APS Trainee)</b>			
Year 1	\$42,664	\$43,944	\$45,263
Year 2	\$47,675	\$49,106	\$50,580
Year 3	\$48,986	\$50,456	\$51,970
<b>Cadet (Cadet APS)</b>			
Full time study	\$24,318	\$25,048	\$25,800
Year 1 full time work	\$42,664	\$43,944	\$45,263
Year 2 full time work	\$47,675	\$49,106	\$50,580
Year 3 full time work	\$48,986	\$50,456	\$51,970
<b>School-based pathway program (APS Trainee)</b>			
Year 11	\$17,065	\$17,577	\$18,105
Year 12	\$21,332	\$21,972	\$22,632
<b>Entry Level Programs Broadband</b>			
<b>APS 1</b>	Min. \$42,664 Max. \$45,746	\$43,944 \$47,119	\$45,263 \$48,533
<b>APS 2</b>	Min. \$47,675 Max. \$51,454	\$49,106 \$52,998	\$50,580 \$54,588
<b>APS 3</b>	Min. \$52,849 Max. \$58,903	\$54,435 \$60,671	\$56,069 \$62,492

Program	Salary points including first pay rise (on commencement)	Salary points/bands from 1 July 2012	Salary points from 1 July 2013
<b>APS 4</b>	\$58,904	\$60,672	\$62,493
	\$65,264	\$67,222	\$69,239
<b>APS 5</b>	\$65,697	\$67,668	\$69,699
	\$70,890	\$73,017	\$75,208

**Table G - Entry Level Programs – Transitioning employees**

Program	Stage one (on commencement)	Stage two - Salary bands including first pay rise (on commencement)	Salary points from 1 July 2012	Salary points from 1 July 2013
<b>Graduate (Graduate APS)</b>				
Medicare/DHS, or Centrelink Graduate with one degree	Min. \$51,309	Min. \$52,849	Min. \$54,435	
Centrelink Graduate with multiple degrees/honours/post-graduate	Min. \$57,188	Min. \$58,904	Min. \$60,672	
<b>IT Graduate (Graduate APS)</b>				
Pay point 1	\$57,188	\$58,904	\$60,672	
Mid-point advancement	\$63,363	\$65,264	\$67,222	

Program	Stage one (on commencement)	Stage two - Salary bands including first pay rise (on commencement)	Salary points from 1 July 2012	Salary points from 1 July 2013
<b>Apprenticeships (APS Trainee)</b>				
General Program ICT Apprenticeship (Year 1)	\$41,421	\$42,664	\$43,944	
Call/Customer Service Apprenticeship ICT Apprenticeship (Year 2)	\$46,286	\$47,675	\$49,106	\$50,580
<b>Cadet (Cadet APS)</b>				
CRS Australia Cadet – general salary	\$29,249	\$30,127	\$31,031	\$31,962
Full time study (Centrelink/Medicare)	\$23,610	\$24,319	\$25,049	\$25,801
Year 1 full time work (Centrelink) or general full time work rate for Medicare Cadets	\$41,421	\$42,664	\$43,944	\$45,263
Year 2 full time work (Centrelink)	\$46,286	\$47,675	\$49,106	\$50,580
Year 3 full time work (Centrelink)	\$47,559	\$48,986	\$50,456	\$51,970
<b>ICT Cadetship (Cadet APS)</b>	\$46,286	\$47,675	\$49,106	\$50,580

Program	Stage one (on commencement)	Stage two - Salary bands including first pay rise (on commencement)	Salary points from 1 July 2012	Salary points from 1 July 2013
<b>School-based pathway/apprenticeship program (APS Trainee)</b>				
Below year 11	\$14,497	\$14,932		
Year 11	\$16,568	\$17,066	\$17,578	
Year 12	\$20,710	\$21,332	\$21,972	\$22,632
<b>Entry Level Programs Broadband</b>				
<b>APS 1</b>	Min. \$41,421 Max. \$44,413	\$42,664 \$45,746	\$43,944 \$47,119	\$45,263 \$48,533
<b>APS 2</b>	Min. \$46,286 Max. \$49,955	\$47,675 \$51,454	\$49,106 \$52,998	\$50,580 \$54,588
<b>APS 3</b>	Min. \$51,309 Max. \$57,187	\$52,849 \$58,903	\$54,435 \$60,671	\$56,069 \$62,492
<b>APS 4</b>	Min. \$57,188 Max. \$63,363	\$58,904 \$65,264	\$60,672 \$67,222	\$62,493 \$69,239
<b>APS 5</b>	Min. \$63,783 Max. \$68,825	\$65,697 \$70,890	\$67,668 \$73,017	\$69,699 \$75,208

**Table H - Fortnightly allowance in lieu of salary increase (see clause B4)**

**Formula 1:**

***Fortnightly allowance (where the employee's salary has been partially absorbed into the salary band)***

The fortnightly allowance payable under subclause B4.6 is calculated by applying the following formula.

$$\frac{((A \times 0.03) - (B - A)) \times 12}{313}$$

Where:

A = The employee's previous annual salary (before any increase under subclause B4.5)

B = The employee's new salary (following an increase under subclause B4.5)

**Formula 2:**

***Fortnightly allowance (where the employee's salary remains above the salary band)***

The fortnightly allowance payable under subclause B4.7 is calculated by applying the following formula.

$$\frac{A \times 0.03 \times 12}{313}$$

Where:

A = The employee's annual salary

**Formula 3:**

***Fortnightly allowance (temporary higher duties where the salary at the higher classification remains above the salary band)***

The fortnightly allowance payable under subclause B9.9 is calculated by applying the following formula.

$$\frac{A \times 0.03 \times 12}{313}$$

Where:

A = The salary obtained by the employee at the higher classification level at which the employee is performing higher duties

**Formula 4:**

***Fortnightly allowance (where the employee's salary at the higher classification has been partially absorbed into the salary band)***

The fortnightly allowance payable under subclause B9.11 is calculated by applying the following formula:

$$\frac{(A \times 0.03) - (B-A) \times 12}{313}$$

Where:

A = the employee's previous salary at the higher classification (before any increase under subclause B9.10)

B = the employee's new salary at the higher classification (following an increase under subclause B9.10)

# SCHEDULE 3 – SALARY TRANSLATION FOLLOWING COMMENCEMENT

## 1. General

For the purpose of this Schedule 3:

- (a) **classification** means:
- (i) an employee's substantive (ongoing) APS or EL level classification (or equivalent local designation);
  - (ii) where an employee is performing temporary higher duties at the time this Agreement commences, the employee's higher classification; or
  - (iii) where an employee was within the Rehabilitation Consultant 1 stream under the *CRS Australia Collective Agreement 2008-2011*, the classification (at the APS 3, 4, or 5 level) determined in accordance with an equivalent salary/classification within the Corporate stream under that Collective Agreement. Where an employee's salary is between the highest salary for one classification, and the lowest salary for the next highest classification, their classification will be determined as the lower classification.
- (b) **current salary** means the amount determined in accordance with clause 2 of this Schedule 3;
- (c) **performance-based salary advancement** means:
- (i) advancement to higher increment/pay points;
  - (ii) an adjustment to salary;
  - (iii) a percentage-based increase in salary;
  - (iv) a cash bonus; or
  - (v) a combination of the above mechanisms,
- where the advancement, increase or bonus is in recognition of an employee's performance;
- (d) **previous instrument** means:
- (i) if, immediately prior to the commencement of this Agreement, the employee was covered by a common law contract that set or supplemented the employee's salary, that common law contract;
  - (ii) if, immediately prior to the commencement of this Agreement, the employee was covered by an Australian Workplace Agreement (AWA) and the employee entered into a conditional termination of that AWA in respect of this Agreement, that AWA;
  - (iii) if, immediately prior to the commencement of this Agreement, the employee was covered by a determination under section 24(1) of the *Public Service Act 1999* that set or supplemented the employee's salary, that determination;
  - (iv) for all other employees, the collective agreement which applied to the employee immediately prior to the commencement of this Agreement; and
- (e) **salary** means:
- (i) an employee's salary at their substantive (ongoing) classification; and

- (ii) where an employee is performing temporary higher duties at the time this Agreement commences or has performed temporary higher duties within the two-year period immediately preceding the commencement of this Agreement, the employee's salary at the higher classification.

## 2. Salary on commencement of this Agreement

Upon commencement of this Agreement, an employee's salary will be the salary payable to the employee under their previous instrument immediately before this Agreement commenced operating.

## 3. Salary translation

On commencement of this Agreement, an employee's salary will be determined in accordance with the following table:

Previous Instrument	Employee's circumstances	The employee's salary will be:
Centrelink Agreement 2009-2011	The employee's current salary is below the minimum salary level for their classification as specified in the relevant table of Schedule 2.	The minimum salary for their classification as specified in the relevant table of Schedule 2.
	The employee's current salary is equal to or greater than the minimum salary level for their classification as specified in the relevant table of Schedule 2.	Their current salary.
Medicare Australia Agreement 2008-2011	The employee's current salary is below the minimum salary level for their classification as specified in the relevant table of Schedule 2.	The minimum salary for their classification as specified in the relevant table of Schedule 2.
	The employee's current salary is equal to or greater than the minimum salary level for their classification as specified in the relevant table of Schedule 2.	Their current salary.
DHS – Child Support Agency Collective Agreement 2008-2011	All employees	Their current salary
CRS Australia Collective Agreement 2008-2011	The employee's current salary is below the minimum salary level for their classification as specified in the relevant table of Schedule 2.	The minimum salary for their classification as specified in the relevant table of Schedule 2.
	The employee's current salary is equal to or greater than the minimum salary level for their classification as	Their current salary.

Previous Instrument	Employee's circumstances	The employee's salary will be:
	specified in the relevant table of Schedule 2.	
APRA Employment Agreement 2008	The employee's current salary is below the minimum salary level for their classification as specified in the relevant table of Schedule 2.	The minimum salary for their classification as specified in the relevant table of Schedule 2.
	The employee's current salary is equal to or greater than the minimum salary level for their classification as specified in the relevant table of Schedule 2.	Their current salary.
Australian Workplace Agreement (AWA)	All employees	Their current salary
Common law contract	All employees	Their current salary
Determination under section 24(1) of the <i>Public Service Act 1999</i>	All employees	Their current salary
Centrelink/DHS/Medicare Australia/CRS Australia Agreements in respect of an Entry Level Program	The employee's current salary is below the minimum salary level for their Entry Level Program (including relevant year within each program) as specified in Table E of Schedule 2.	The minimum salary for their Entry Level Program as specified in Table E of Schedule 2.
	The employee's current salary is equal to or greater than the minimum salary level for their Entry Level Program including relevant year within each program) as specified in Table G of Schedule 2.	Their current salary.

Following the adjustment of salaries in accordance with this clause 3, this clause 3 will have no continuing effect.

#### 4. Deferred salary advancement

- (a) Where an employee was ineligible for performance-based salary advancement under their previous instrument because of unsatisfactory performance, and
- (b) at the time of commencement of this Agreement is undertaking a reassessment of their performance (however described); and
- (c) at the time of reassessment (as determined under the employee's previous instrument), the employee becomes eligible for salary advancement due to fully effective performance (however described); then

- (d) the employee's salary, effective from the date of reassessment, will be the salary that would have been payable to the employee had the employee received salary advancement in respect of the 2010/11 performance cycle under the terms of the previous instrument.

*Note: The application of clause 4 will involve the re-calculation of the employee's salary in accordance with clause 2 and 3 of this Schedule 3 and subclause B4.1 of this Agreement.*

## SCHEDULE 4 – TRANSITIONAL ARRANGEMENTS

### 1. Transition into job streams

- 1.1. An employee who, immediately prior to the commencement of this Agreement, was covered by the *Centrelink Agreement 2009-2011* and was part of the Professional job stream will, on commencement of this Agreement, move into the Professional job stream under this Agreement at their relevant classification level.
- 1.2. An employee who, immediately prior to the commencement of this Agreement, was covered by the *Centrelink Agreement 2009-2011* and was part of the Information Technology work stream will, on commencement of this Agreement, move into the Information and Communication Technology job stream under this Agreement at their relevant classification level.
- 1.3. An employee who, immediately prior to the commencement of this Agreement, was covered by the *Medicare Australia Collective Agreement 2008-2011*, and was part of the Legal Officer broadband will, on commencement of this Agreement, move into the Legal job stream at their relevant classification level.
- 1.4. An employee who, immediately prior to the commencement of this Agreement, was covered by the *Centrelink Agreement 2009-2011* and was part of the Public Affairs Officer job stream will, on commencement of this Agreement, move into the Public Affairs job stream under this Agreement, at their relevant classification level.
- 1.5. An employee who, immediately prior to the commencement of this Agreement, was covered by the *CRS Australia Collective Agreement 2008-2011*, and held an ongoing classification (or equivalent salary) of APS 3 or APS 4 within the Rehabilitation Consultant 1 stream will, on commencement of this Agreement, move to the general employment stream at their relevant classification level. Access to the grandfathered RC1 broadband is set out at 8 of this Schedule 4.
- 1.6. An employee who, immediately prior to the commencement of this Agreement, was covered by the *CRS Australia Agreement 2008-2011*, and held an ongoing classification of:
  - (a) APS 5 within the Rehabilitation Consultant 1 stream; or
  - (b) APS 6 within the Rehabilitation Consultant 2 or Senior Rehabilitation Consultant streams;will, on commencement of this Agreement, move into the Professional job stream of this Agreement, at their relevant classification level (including classification in accordance with subclause 1(a)(iii) of Schedule 3).
- 1.7. An employee who, immediately prior to the commencement of this Agreement, worked in an external customer service role at the APS 3 or APS 4 classification level, and was covered by the:
  - (a) *Centrelink Agreement 2009-2011*;
  - (b) *Medicare Australia Collective Agreement 2008-2011*; or
  - (c) *DHS – Child Support Agency Collective Agreement 2008-2011*will, on commencement of this Agreement, move into the APS3/4 external customer service broadband in the general employment stream, at their relevant classification level. Advancement through the APS3/4 external customer service broadband will be in accordance with clause C3 of this Agreement.

## **2. Working Hours**

- 2.1. Subclause F4.3 of this Agreement (relating to increases to hours of duty) apply to employees who, immediately prior to the commencement of this Agreement, were covered by the *DHS – Child Support Agency Collective Agreement 2008-2011*, or the *Medicare Australia Collective Agreement 2008-2011* (“affected employees”).
- 2.2. Subclause F4.4 of this Agreement (relating to decreases in hours of duty) apply to employees who, immediately prior to the commencement of this Agreement, were covered by the *APRA Employment Agreement 2008* (“affected employees”).
- 2.3. The increase or decrease to 150 hours per settlement period for affected full time employees (provided under subclauses F4.3 and F4.4 of this Agreement) will take effect at the start of the second full settlement period after the commencement of this Agreement.
- 2.4. To facilitate the transition to 150 hours per settlement period, affected employees and their direct supervisor will together design and genuinely negotiate, where necessary, the employee’s new ordinary hours of duty (including a pattern of ordinary hours, regular hours agreement or rostered hours of duty) in accordance with clause F7 of this Agreement. These negotiations will focus on how the employee will work the additional or reduced hours per settlement period (pro rata for part time employees). No employee will be compelled to work the additional hours in blocks of time and may elect to work the additional time on a daily basis.
- 2.5. Where an affected full time employee has not agreed to an arrangement to facilitate increased or decreased hours prior to the start of the second full settlement period after the commencement of this Agreement, their hours will be determined in accordance with subclause F7.11 of this Agreement.
- 2.6. Affected part time employees will not be required to change their pattern of ordinary hours or regular hours agreement as a direct result of the increase in working hours under subclause F4.3 and this Schedule 4.
- 2.7. Where an affected part time employee (with the exception of those on management-initiated part-time contracts) requests to work additional time to compensate for the introduction of a standard 150 hour settlement period under this Agreement, this request will be accommodated.
- 2.8. This clause 2 ceases to operate at the end of the third full settlement period after the commencement of this Agreement.

## **3. Personal and annual leave**

- 3.1. This clause 3 applies to employees who, immediately prior to the commencement of this Agreement, were covered by the *DHS – Child Support Agency Collective Agreement 2008-2011*, and the *Medicare Australia Collective Agreement 2008-2011* (“affected employees”).
- 3.2. For affected employees, the annual and personal/carer’s leave balances they held immediately before the commencement of this Agreement will be adjusted to reflect the increase in standards working hours under subclause F4.3 of this Agreement and clause 2 of this Schedule 4.
- 3.3. This clause 3 will only apply to full time employees and those part time employees who elect to work additional time in accordance with subclause 2.6 of this Schedule 4.

## **4. Purchased leave**

- 4.1. This clause 4 applies to employees who, immediately prior to the commencement of this Agreement, were covered by the *DHS – Child Support Agency Collective Agreement 2008-2011*, and the *Medicare Australia Collective Agreement 2008-2011* (“affected employees”).

- 4.2. For affected employees who have purchased leave under their previous industrial agreement, the purchased leave balances they held immediately before the commencement of this Agreement will be adjusted to reflect the increase in standard working hours under subclause F4.3 of this Agreement and clause 2 of this Schedule 4.

## **5. Evidence for personal and carer's leave**

- 5.1. An employee who has, at the commencement of this Agreement, already accessed at least five days of personal/carer's leave without supporting evidence in the current calendar year under the previous industrial instrument may be required to provide supporting evidence for further absences in the current calendar year.

## **6. Additional paid maternal leave**

- 6.1. This clause 6 applies to employees who, immediately prior to the commencement of this Agreement, were covered by the *DHS – Child Support Agency Collective Agreement 2008-2011* and the *CRS Australia Collective Agreement 2008-2011* ("affected employees").
- 6.2. An affected employee will receive an additional two weeks paid maternity leave in accordance with subclause G12.2 of this Agreement if, on the date of commencement of this Agreement, they:
  - (a) are absent on maternity leave; and
  - (b) that period of maternity leave commenced within the 52 week period immediately preceding the commencement of this Agreement.

## **7. Additional duties allowances**

- 7.1. This clause 7 applies to employees who, immediately prior to the commencement of this Agreement, were covered by the *CRS Australia Collective Agreement 2008-2011* ("affected employee").
- 7.2. An affected employee who, immediately prior to the commencement of this Agreement, was eligible for and was in receipt of a First Aid allowance and/or Health and Safety Representative allowance will be eligible to continue to be paid the allowance at the rate of \$40.00 per fortnight, instead of the rates specified in clause D1 of this Agreement (subject to clause D1 of this Agreement – payment for one additional duties allowance).
- 7.3. This clause 7 ceases to operate for each affected employee at the time:
  - (a) their first aid qualification expires (regardless of whether the employee renews their qualification); and/or
  - (b) the role of Health and Safety representative is due for re-election (or selection).
- 7.4. Once this clause 8 ceases to operate for an affected employee, an affected employee who continues in a role of First Aid officer or Health and Safety Representative will be eligible to be paid at the rates specified in clause D1 of this Agreement.

## **8. CRS Australia RC1 stream**

- 8.1. Despite anything to the contrary in this Agreement, an employee covered by clause 1.5 of this Schedule 4 may advance through the APS 3 to APS 5 classifications based on salary progression to a salary within the APS 4 or APS 5 classification, in accordance with clause C3 of this Agreement (Advancement within Broadbands).

8.2. An employee who advances to the APS 5 classification under subclause 8.1 of this Schedule 4 may move into the Professional job stream, depending on meeting the eligibility requirements outlined in clause C2 of this Agreement.

## 9. Australian Passport Information Service (APIS)

9.1. An employee who, immediately prior to the commencement of this Agreement, was covered by the *Centrelink Agreement 2009-2011* and held an ongoing classification of APS 2 within the APS2/3 (APIS Operator) broadband will retain access to advancement to the APS 3 classification in accordance with Clause C3 of this Agreement.

## 10. Medicare Australia Broadband APS1 and APS2

10.1. An employee who, immediately prior to the commencement of this Agreement, was employed under the *Medicare Australia Collective Agreement 2008-2011*, and held an ongoing classification of APS 1 or APS 2 in the Medicare Australia Broadband will move to the equivalent classification within the general employment stream on commencement of this Agreement.

10.2. Despite anything to the contrary in this Agreement, an employee covered by subclause 10.1 of this Schedule 4 may advance through the APS1-4 classifications on the following basis:

- (a) An employee who was employed at the APS1 classification under the Medicare Broadband will advance to the APS2 classification on successful completion of probation; and
- (b) An employee at the APS2 classification may advance to the APS3 classification subject to a rating of at least 'Fully Effective' at their next annual performance review consistent with clause 14.7 of this Agreement.

## 11. Transitional Arrangements for Entry Level Programs

11.1. An employee who, immediately prior to the commencement of this Agreement, was employed on an entry level program specified in this subclause 11.1 will, upon successfully completing their program in accordance with relevant policy or program guidelines, advance to the specified classification within the ELP Transitional Broadband as follows:

Previous CA	Program	Advancement within this transitional broadband
<b>Centrelink</b>	Graduate	APS 5
	IT graduate	APS 5
	Cadet	APS 3
	IT Cadet	APS 2 (advancement to APS 3 subject to selection process)
	ICT Apprenticeship	N/A – ongoing employment/advancement is subject to selection process
	Call Centre Apprenticeship	APS 3
	Customer Service Apprenticeship	APS 3
	General Apprentice	APS 2
	School-based pathway/apprenticeship	N/A – ongoing employment/advancement is subject to selection process
<b>Medicare</b>	Cadetship	APS 3
	Graduate	APS 5

Previous CA	Program	Advancement within this transitional broadband
DHS	Graduate	APS 5
CRS	Cadet	APS 3

- 11.2. An employee who advances within the Transitional Entry Level Broadband in accordance with this clause 11 will then transition to the equivalent classification in their relevant job stream.
- 11.3. An employee completing a multiple year entry level program (ICT Apprenticeship, Cadet (Centrelink) or School-based apprenticeship) will advance to the pay point specified for the relevant year of their program on the anniversary of their commencement on the program (subject to any program guidelines, rules or policy).
- 11.4. IT Graduates (Centrelink) may access the mid-point salary point in accordance with program guidelines.

## 12. Medibank Private Health Insurance Subsidy

- 12.1. An employee who, under the *Medicare Australia Collective Agreement 2008-2011* immediately prior to the commencement of this Agreement had access to a 21.3% subsidy for private health insurance through Medibank Private will receive a one-off cash payment (taxed) of 2.5 times the value of the annual subsidy paid to that employee on commencement of this Agreement, in lieu of ongoing access to this subsidy. The value of the cash payment will be calculated on the basis of the subsidy paid in respect of the individual employee on 13 October 2011. As an alternative to the single cash payment, the employee may choose to be paid the cash payment under this clause over 2 to 6 equal instalments in pay periods beginning from the first pay period after commencement of this agreement.

## 13. Part time Arrangements after a period of family leave

- 13.1. An employee who, immediately prior to the commencement of this Agreement:
- (a) was covered by the DHS-CSA Collective Agreement 2008-2011; and
  - (b) was accessing a period of Family Leave (whether paid or unpaid) at the time this Agreement commenced; or
  - (c) had accessed a period of Family Leave (whether paid or unpaid) in accordance with the DHS-CSA Collective Agreement 2008-2011 at any time during the operation of that Agreement;
  - (d) will be entitled to access part time work until their child reaches five years of age.

## 14. APS Holiday and Reduced Activity Period 2011

- 14.1. Clauses G25 and G26 of this Agreement have effect from 24 December 2012.
- 14.2. The department recognises that due to the date of commencement of this Agreement, transition to a reduced activity period as outlined in clauses G25 and G26 of this Agreement will not be operationally possible for 2011.
- 14.3. The department is committed to providing leave (annual leave, purchased leave, flex leave or time in lieu as appropriate) over this period in 2011 to as many staff as is operationally possible. The following clauses apply for the period 23 December 2011 to 2 January 2012 inclusive.

- 14.4. Employees who, immediately prior to the commencement of this Agreement were covered by an Australian Workplace Agreement or Individual Flexibility Arrangement will be entitled to absent themselves from work during the 2011 Christmas closedown period (however described) in accordance with the applicable provisions (if any) of that Agreement/Arrangement.
- 14.5. Employees who, immediately prior to the commencement of this Agreement, were covered by the *DHS - Child Support Agency Collective Agreement 2008-2011* or the *CRS Australia Collective Agreement 2008-2011* will be entitled to absent themselves from work during the 2011 Christmas closedown period (however described) in accordance with the provisions of those Agreements.
- 14.6. For employees who were covered by the *Medicare Australia Collective Agreement 2008-2011*, the *Centrelink Agreement 2009-2011*, or the *APRA Employment Agreement 2008*, the department will provide leave over the period 23 December 2011 to 2 January 2012 to as many staff as is operationally possible. This leave will be in accordance with the provisions of their previous collective agreements.
- 14.7. Employees who were covered by the *Medicare Australia Collective Agreement 2008-2011* will:
- (a) observe an APS Holiday on 28 December 2011 (being the first business day after Boxing Day); and
  - (b) not be required to work the Saturdays of 24 December 2011 nor 31 December 2011.
- 14.8. Employees who, immediately prior to the commencement of this Agreement, were covered by the *Centrelink Agreement 2009-2011* or the *APRA Employment Agreement 2008* will:
- (a) observe an APS holiday on 28 December 2011 (being the first business day after Boxing Day); or
  - (b) if the employee (other than a shift worker) is required to work on that day, receive a 100% loading for the time worked on that day.
- 14.9. Where an employee who, immediately prior to the commencement of this Agreement, was covered by the *Centrelink Agreement 2009-2011*, and had their 2011 additional holiday under subclause 61.3 of the *Centrelink Agreement 2009-2011* approved for 28 December 2011, the employee will:
- (a) observe the APS holiday under clause G25 of this Agreement on 28 December 2011; and
  - (b) substitute their Centrelink 2011 additional holiday for any other day up to and including 13 April 2012.
- 14.10. To avoid doubt, the APS Holiday arrangements provided under clause G25 of this Agreement will replace the 2012 additional holiday referred to in subclause 61.3 of the *Centrelink Agreement 2009-2011*.
- 14.11. Where an employee who, immediately prior to the commencement of this Agreement, was covered by the *APRA Employment Agreement 2008*, and had their additional paid holiday under subclause 12.2 of the *APRA Employment Agreement 2008* approved for 28 December 2011, the employee will:
- (a) observe the APS holiday under clause G25 of this Agreement on 28 December 2011; and
  - (b) substitute their additional paid holiday for any other day up to and including 13 April 2012.

## 15. Implementation of this Agreement

- 15.1. In the event that the implementation of the department's new payroll system delays the implementation of some parts of this Agreement, the department will:
- (a) advise affected employees as soon as possible; and
  - (b) in consultation with affected employees and relevant unions, make arrangements (including but not limited to backdating arrangements) to ensure that employees are not disadvantaged by a delay in implementing this Agreement.
- 15.2. For the avoidance of doubt, backdating provided in this clause 15 refers only to delays caused by the implementation of the department's new payroll system, and not delays for any other reason.

## 16. DHS CSO 1-4 broadband

- 16.1. An employee who, immediately prior to the commencement of this Agreement, was covered by the *DHS-Child Support Agency Agreement 2008-2011*, and held an ongoing classification of APS1, APS2 or APS 3 within the CSO1-4 broadband, and is not eligible for coverage under the APS 3 to APS 4 broadband for external customer service roles, will move to the equivalent classification within the general employment stream on commencement of this Agreement.
- 16.2. Despite anything to the contrary in this Agreement, an employee covered by clause 16.1 of this Schedule 4 may advance through the APS 1-4 classifications on the following basis:
- (a) an employee at the APS 1 or APS 2 levels may move to the next highest classification, subject to an internal assessment process that demonstrates employee capability and competency, or via an external merit selection process. Advancement under this subclause 16.2(a) is not subject to a work availability test.
  - (b) an employee who advances from the APS 2 level to the APS 3 level under this arrangement may move into the external customer service role broadband at the APS 3 level, subject to the employee performing a role eligible for that broadband.
  - (c) an employee (who is not eligible to move into the external customer service broadband) at the APS 3 level may advance to the APS 4 level in accordance with clause C3 of this Agreement.
  - (d) an employee who has exercised their choice to not advance to the APS 4 classification under the *DHS-Child Support Agency Agreement 2008-2011*, or who does not wish to advance to the APS 4 classification under this subclause 16.2 will not be entitled to seek advancement at a later date under this subclause 16.2. For these employees advancement to the APS 4 level will be subject to an external merit selection process.

## 17. Centrelink APS 3-4 broadband

- 17.1. An employee who, immediately prior to the commencement of this Agreement, was covered by the *Centrelink Agreement 2009-2011* and held an ongoing classification of APS 3 within the APS3-4 broadband, and is not eligible for coverage under the APS 3 to APS 4 broadband for external customer service roles, will move to the APS 3 classification within the general employment stream on commencement of this Agreement.
- 17.2. Despite anything to the contrary in this Agreement, an employee covered by clause 17.1 of this Schedule 4 may advance to the APS 4 classification in accordance with clause C3 of this Agreement.

# **SCHEDULE 5 – REMOTE LOCALITIES**

## **1. Coverage**

1.1. This Schedule 5 applies to employees who are eligible for assistance in accordance with clause D13 of this Agreement.

## **2. Additional annual leave**

2.1. A full time employee will accrue annual leave at the rate (expressed in weeks) specified for their remote locality in Table A or Table B of this Schedule 5.

2.2. A part time employee is entitled to accrue pro rata leave under this clause 2 in accordance with the hours they work.

2.3. Leave accrued under this Schedule 5 accrues in addition to annual leave available under clause G2 (annual leave) and/or subclause F17.9 (additional shift leave).

## **3. District allowance**

3.1. An employee is entitled to a district allowance in accordance with:

- (a) the grading specified for the locality in Table A or Table B of this Schedule 5; and
- (b) the rate for the applicable grade, as specified in the relevant subscription service; and
- (c) the relevant rate in the subscription service, depending on an employee's dependents.

3.2. The district allowance is payable on a fortnightly basis in accordance with payment of salary.

## **4. Leave fares**

4.1. An employee may be entitled to leave fares in accordance with Table A or Table B of this Schedule 5, which accrues on a yearly (annual) basis, or every two years (biennial).

4.2. 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.

4.3. An employee who has completed probation may elect to receive their leave fare as a cash payment. This election may be made at any time. Once an election has been made, all future entitlements will be processed as a cash payment on accrual.

4.4. Cash payments will be made in accordance with the rates specified in Tables A and B and will be grossed up to reflect the tax rate applicable to the employee's annual salary.

## **5. Air-conditioning subsidy**

5.1. An employee residing in a Commonwealth dwelling is entitled to an air-conditioning subsidy in accordance with Table A or Table B of this Schedule 5.

## **6. Other fares assistance**

6.1. An employee will be entitled to:

- (a) reimbursement of 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 usual locality;
- (b) reimbursement of fares incurred for emergency or compassionate travel; and

- (c) reimbursement of fares of children necessarily at school away from the employee's usual locality.

## 7. Additional assistance

7.1. An employee permanently residing in Nhulunbuy is entitled to return fares from Nhulunbuy to Darwin for them and their dependents, which accrue after 12 months service at Nhulunbuy, and every two years thereafter.

7.2. An employee permanently residing in Broken Hill is entitled to a weekly allowance of \$13.20 (where they have at least one dependent), or \$6.60 (where they have no dependents).

**Table A – Active Locations**

Location	Additional annual leave	District Allowance	Leave fares	Adult cash out rate	Child cash out rate	Air-conditioning subsidy
<b>NSW</b>						
Bourke	0.6	B	Biennial	\$720	\$720	No
Broken Hill	0.4	A	No	N/A	N/A	No
Lightning Ridge	0.4	A	No	N/A	N/A	No
Moree	0.4	A	No	N/A	N/A	No
Narrabri	0.4	A	No	N/A	N/A	No
Walgett	0.4	A	No	N/A	N/A	No
<b>QLD</b>						
Bamaga	1.4	D	Annual	\$2120	\$1700	Nov - Mar
Biloela	0.4	A	No	N/A	N/A	No
Bowen	0.4	A	Biennial	\$498	\$498	No
Burketown	1.4	D	Annual	N/A	N/A	Sept - May
Cannonvale	0.4	A	Biennial	\$498	\$498	No
Charleville	0.4	A	Biennial	\$816	\$650	No
Cloncurry	0.6	B	Annual	\$1482	\$1200	No
Cooktown	0.6	B	Biennial	\$1535	\$1236	No
Doomadgee	1.4	D	Annual	N/A	N/A	Sept - May
Goondiwindi	0.4	A	No	N/A	N/A	No
Emerald	0.4	A	No	N/A	N/A	No
Hopevale	0.6	B	Biennial	N/A	N/A	No
Longreach	0.6	B	Annual	\$1046	\$828	No
Mt Isa	0.6	B	Annual	\$1482	\$1200	No
Mornington Island	1.4	D	Annual	N/A	N/A	Sept - May

Location	Additional annual leave	District Allowance	Leave fares	Adult cash out rate	Child cash out rate	Air-conditioning subsidy
Normanton	1.4	D	Annual	\$2154	\$1585	Sept - May
Palm Island	0.6	B	Annual	\$1440	\$1107	No
Roma	0.4	A	Biennial	\$668	\$528	No
Thursday Island	1.4	D	Annual	\$2360	\$1918	Nov - Mar
Weipa	1.4	D	Annual	\$2078	\$1666	Oct - Mar
NT						
Angurugu	1.4	D	Annual	\$2445	\$2023	Oct - Apr
Ali Curung	1.4	D	Annual	\$1430	\$1156	Oct - Apr
Alice Springs	1.0	B	Annual	\$1430	\$1156	No
Borrooloola	1.4	D	Annual	\$2048	\$1652	Nov – Mar
Elliott	1.4	D	Annual	\$1430	\$1156	Oct - Apr
Galiwinku	1.4	D	Annual	\$2420	\$2005	Oct - Apr
Gunbalanya	1.4	D	Annual	\$1998	\$1652	Oct - Apr
Hermannsburg	1.4	D	Annual	\$1430	\$1156	Nov - Mar
Katherine	1.4	D	Annual	\$2048	\$1652	Sept – May
Lajamanu	1.4	D	Annual	\$1998	\$1652	Oct - Apr
Maningrida	1.4	D	Annual	\$2614	\$2129	Oct - Apr
Milingimbi	1.4	D	Annual	\$2369	\$1962	Oct - Apr
Nhulunbuy	1.4	D	Annual	\$2048	\$1652	Oct - Apr
Papunya	1.4	D	Annual	\$1430	\$1156	Nov-Mar
Santa Teresa	1.4	D	Annual	\$1430	\$1156	Nov - Mar
Tennant Creek	1.4	D	Annual	\$2928	\$2170	Nov - Mar
Tiwi Islands	1.4	D	Annual	\$2188	\$1710	Oct - Apr
Wadeye	1.4	D	Annual	\$2368	\$1780	Nov - Mar
Yuendumu	1.4	D	Annual	\$1430	\$1156	Nov - Mar
SA						
Ceduna	0.4	A	Biennial	\$834	\$834	No
Cooper Pedy	0.6	B	Annual	\$984	\$984	No
WA						
Broome	1.0	C	Annual	\$1700	\$1356	Sept - Apr
Carnarvon	0.4	A	Biennial	\$709	\$709	Jan – Feb
Derby	1.4	D	Annual	\$1700	\$1356	Aug – May
Esperance	0.4	A	No	N/A	N/A	N/A

Location	Additional annual leave	District Allowance	Leave fares	Adult cash out rate	Child cash out rate	Air-conditioning subsidy
Fitzroy Crossing	1.4	D	Annual	\$2316	\$1808	Aug – May
Halls Creek	1.4	D	Annual	\$2486	\$1988	Oct – Apr
Kalgoorlie	0.4	A	No	N/A	N/A	No
Karratha	1.0	C	Annual	\$1402	\$1120	Sept – Apr
Kununurra	1.4	D	Annual	\$870	\$870	Aug – May
Laverton	0.6	C	Annual	\$912	\$912	No
Meekatharra	0.6	B	Annual	\$764	\$442	Nov – Mar
Newman	1.0	C	Annual	\$1284	\$998	Oct – Apr
South Hedland	1.0	C	Annual	\$1450	\$1152	Oct - Apr

**Table B – Grandfathered Locations**

Location	Additional annual leave	District Allowance	Leave fares	Adult cash out rate	Child Cash out rate	Air-conditioning subsidy
QLD						
Atherton	0.4	A	Biennial	\$1532	\$1236	No
Ayr	0.4	A	Biennial	\$1292	\$1041	No
Cairns	0.4	A	Biennial	\$1532	\$1236	No
Charters Towers	0.4	A	Biennial	\$1292	\$1041	No
Ingham	0.4	A	Biennial	\$1292	\$1041	No
Innisfail	0.4	A	Biennial	\$1532	\$1236	No
Mareeba	0.4	A	Biennial	\$1532	\$1236	No
Mossman	0.4	A	Biennial	\$1532	\$1236	No
Townsville	0.4	A	Biennial	\$1292	\$1041	No
Yarrabah	0.4	A	Biennial	\$1532	\$1236	No
NT						
Darwin	1.0	B	Annual	\$2048	\$1652	No

# **SCHEDULE 6 – DELEGATES’ FACILITIES**

## **INTRODUCTION**

1.1 These access protocols and facilities arrangements for the CPSU in the Human Services Portfolio Agencies have been developed to promote a professional and collaborative relationship between the respective parties. The purpose of these protocols is to give effect to the Australian Government Employment Bargaining Framework, and in particular, Attachment A of that Framework. These protocols are not intended to reduce or restrict current union facilities or activity within Human Service Portfolio Agencies. Where the current union facilities exist in addition to those provided for in this portfolio those facilities will continue to be provided.

## **2.0 APPLICATION**

- 2.1 Human Services Portfolio Agencies recognise the legitimate role of the CPSU within the workplace and the legitimate role of the CPSU to act on behalf of its members and to organise and bargain collectively.
- 2.2 Both parties are committed to acting in good faith in the application of these protocols and agree to deal with each other in a professional and collaborative manner.
- 2.3 Human Services Portfolio Agencies recognise that workplace delegates have the right to be treated fairly and to perform their role as workplace delegate without discrimination in their employment.
- 2.4 The role of workplace delegates will be respected and facilitated.
- 2.5 In exercising their rights, workplace delegates and the CPSU will consider operational issues, departmental policies and guidelines and the likely effect on the efficient operation of the agency and the provision of services by the Commonwealth.
- 2.6 Human Services Portfolio Agencies shall respect employees’ workplace rights, including protecting employees’ rights to freedom of association and involvement in lawful industrial activities.
- 2.7 The welfare, privacy, confidentiality and security requirements of Human Services Portfolio Agencies, providers, the public, employees and other organisations will be taken into consideration when applying these protocols.

## **3.0 FREEDOM OF ASSOCIATION**

- 3.1 Human Services Portfolio Agencies respect the principles of freedom of association and recognise that it is every employee’s right to freely decide whether or not to join and be represented by the CPSU on workplace matters.
- 3.2 Where employees elect to be represented by the CPSU on workplace matters, this will be respected by the Human Services Portfolio Agencies.
- 3.3 Employees have the right to seek advice and assistance, and to have fair and reasonable access to their workplace delegate. Human Services Portfolio Agencies and the CPSU recognise that an individual’s choice to be represented must be respected. Employees also have the right to seek advice and assistance from other persons as nominated by the employee.
- 3.4 Human Services Portfolio Agencies recognise that union visibility in the workplace is important. The wearing of a discreet union lapel pin and/or lanyard, in non face-to-face customer contact areas, is acceptable. The wearing of a discreet union lapel pin by workplace delegates in customer contact areas is acceptable.

#### **4.0 WORKPLACE DELEGATE**

- 4.1 A workplace delegate is an employee of the Human Services Portfolio Agency acting on behalf of the CPSU who has been officially elected by the CPSU as an official workplace representative or delegate. A CPSU official is an employee of the CPSU.
- 4.2 Other persons acting on behalf of the CPSU in a voluntary capacity are also covered by this protocol.
- 4.3 Human Services Portfolio Agencies recognise that workplace delegates speak on behalf of their members in the workplace in relation to workplace matters. The Human Services Portfolio Agencies also recognise the CPSU's right to communicate with all employees. This will be conducted in accordance with these protocols.
- 4.4 Workplace delegates and employees who volunteer to undertake representative roles for the CPSU must recognise their responsibilities as employees of an agency of Human Services, and should not act to prejudice the efficient operations of or service delivery by, that agency, or the performance of their individual duties.

#### **5.0 ACCESS TO WORKPLACES**

- 5.1 The Human Services Portfolio Agencies and the CPSU expect that all parties will deal with each other in a respectful, professional and collaborative manner.
- 5.2 Unless otherwise agreed, the CPSU's right of entry to Commonwealth business premises will be regulated by the *Fair Work Act 2009* ("the Act") (Part 3-4) and legislative instruments made under the Act, and will occur in accordance with the conditions of a valid entry notice.
- 5.3 When seeking to exercise their right of entry the CPSU should, consistent with the Act, provide an entry notice to the occupier of the premises and, in some cases, the employer, during business hours and at least 24 hours, but not more than 14 days, before the entry. CPSU shall ensure that the entry is being carried out by a permit holder. Upon entry, the CPSU representative must produce their permit if asked to do so and will be accompanied by a Human Services Portfolio Agency employee to an appropriate location having regard to the particular workplace.
- 5.4 Unless a shorter notification period is agreed between the Human Services Portfolio Agency and the CPSU, the CPSU should provide at least 24 hours notice during business hours of intended visits. However, in the interests of maintaining a productive working relationship the more notice the CPSU is able to provide of its request to enter the workplace, the better.
- 5.5 Each Human Services Agency may also establish workplace arrangements (including invitations to enter premises by local managers) for the CPSU to enter workplaces without the need for the legislative right of entry notification provisions to be observed. The CPSU will be accommodated during such visits in a manner consistent with right of entry provisions in the Act. This may include providing access to tearooms, meeting rooms, interview rooms or other rooms as appropriate to the particular workplace and the nature of the visit.
- 5.6 Each Human Services Portfolio Agency will reasonably accommodate the CPSU in the workplace when it enters premises under the right of entry provisions. This may include providing access to tearooms, meeting rooms, interview rooms or other rooms as appropriate to the particular workplace and the nature of the visit.
- 5.7 The use of tearooms must take into account the principles of freedom of association, the utility of the facility by all employees, and will be for informal small discussions only. Permission for the use of tearooms for paid time meetings must be sought from the relevant manager.

## **6.0 INDUCTION INFORMATION SESSIONS**

- 6.1 Where a Human Services Portfolio Agency has a formal face-to-face induction program, the Agency will provide the opportunity for the CPSU to attend the induction program to provide information to new employees. The duration of the CPSU information session will be negotiated between the Human Services Portfolio Agency and the CPSU. The Human Services Portfolio Agency will provide the nominated CPSU official with reasonable notice of induction sessions (including the location, timing and number of employees involved).
- 6.2 The content of presentations at induction sessions will be to inform employees about the role of the CPSU, the services offered by the CPSU, and how to join the CPSU. A membership form may be provided at the induction session. CPSU presentations will be made to new employees as part of the Agency's ordinary induction program. Information may be provided verbally or in hardcopy form and the session will be conducted by a CPSU official or workplace delegate.
- 6.3 The presentation by the CPSU will reflect the professional and collaborative relationship between Human Services Portfolio Agencies and the CPSU.

## **7.0 FACILITIES FOR WORKPLACE DELEGATES**

### **7.1 General**

- 7.1.1 The Human Services Portfolio Agency will make available to CPSU officials and workplace delegates the facilities specified below, subject to reasonable use, and where access and use does not prejudice the efficient operation of, or service provision by, the Human Services Portfolio Agency.

### **7.2 Meeting rooms, computers and communications**

- 7.2.1 Subject to availability, meeting rooms and communication facilities (telephone, facsimile etc) will be made available to CPSU officials during CPSU workplace visits. A workplace delegate will continue to have access to meeting rooms, existing communication and IT facilities, and may use these in the course of their CPSU activities. Such communications must comply with the Human Services Agency's relevant electronic communications and IT facilities policy/policies.

### **7.3 CPSU Website**

- 7.3.1 Human Services Portfolio Agencies will provide a link on the Agency's intranet to the CPSU website for employees to access CPSU information.

### **7.4 Display of Union Information**

- 7.4.1 Workplace delegates may display union information (e.g. Bulletins, Membership Information) on Human Services Portfolio Agencies' notice boards in non face-to-face customer contact areas, and in tearooms. Union information should not prejudice the ability of the Agency and the CPSU to work together collaboratively and professionally. As such, material placed on notice boards or in tearooms must be factual and must be authorised by the relevant CPSU Official.

### **7.5 Electronic Communications**

- 7.5.1 Human Services Portfolio Agencies recognise workplace delegates' right to communicate and facilitate feedback with members and employees they represent. It is the strong preference of the Human Services Portfolio Agencies that the primary method of communication should be electronic. Human Services Portfolio Agencies will facilitate electronic communication between workplace delegates, union members and the employees they represent.
- 7.5.2 From time to time there will be a requirement for a workplace delegate to communicate with employees within their workplace. These communications will be approved by local management.

7.5.3 Where prior approval has been given by a CPSU Lead Organiser and the SES Band 1, Workplace Relations Branch (or approved delegate), Human Services Portfolio Agencies may agree to the distribution of an email by a workplace delegate to employees within their own division, or other divisions, provided:

- That the subject of the email relates to a relevant industrial and/or workplace issue;
- Both parties agree on the facts contained within the email;
- Prior notification of at least 1 full working day has been provided by the Workplace Relations Branch (or approved delegate) to the management of the area where the email will be distributed; and
- where possible employees who request not to receive union communications will be removed from distributions.

7.5.4 Any concerns about the appropriateness of such communication shall be raised with the workplace delegate at the local level, or escalated to the appropriate Human Services Portfolio Agency's management and/or CPSU official.

7.5.5 Human Services Portfolio Agencies agree to facilitate a CPSU email to all employees three times a year, as requested, to inform employees about the role of the CPSU, the services offered by the CPSU, and how to join the CPSU. CPSU all staff communication will be distributed once it has been authorised by the relevant CPSU Executive member and SES Band 1, Workplace Relations Branch.

## **8.0 TRAINING FOR WORKPLACE DELEGATES**

8.1 Human Services Portfolio Agencies recognise the benefit of having trained workplace delegates in the workplace.

8.2 Workplace delegates may be released from their normal duties to undertake training on paid time for up to two days per calendar year for development activities necessary to perform their role with the CPSU. Such leave will have regard to the relevant leave provisions of the Human Services Portfolio Agency's collective agreement. Reasonable notice of a request to attend training must be provided and approval is subject to the Agency's operational requirements or efficient service delivery but will not be unreasonably withheld.

8.3 Additional paid or unpaid leave for workplace delegates may be approved by Human Services Portfolio Agencies in special circumstances.

## **9.0 PAID AND UNPAID TIME**

9.1 Human Services Portfolio Agencies recognise the right of CPSU officials and/or workplace delegates to reasonable paid time to provide information and seek feedback from employees. Such communication/consultation should reflect the needs of the workplace and not disrupt the effective operations of a workplace, and should not unreasonably impact on any individual's ability to do their job. This is particularly relevant in service delivery areas of the respective agencies.

9.2 Workplace delegate-to-member communication will be kept to a minimum during paid time. Both the workplace delegate and their manager should ensure that the amount of time spent on CPSU related activities during normal paid work hours does not unreasonably impact on the workplace delegate's ability to perform the duties which they are employed to perform.

9.3 Workplace delegates may have access to paid time for specified activities as outlined in clause 9.3. Access to paid time may be withdrawn if it is prejudicing the efficient business operations of service delivery by, the Agency. In order for workplace delegates to carry out their roles effectively and efficiently, and subject to the Agency's operational requirements, paid time activities for workplace delegates may include:

- presenting information to new employees at induction sessions;

- participation in consultative forums ( this will be in accordance with the terms of reference and membership) ;
- attendance at Fair Work Australia where their attendance is required (for example, if representing an employee on an individual workplace matter);
- participation in joint Human Services Portfolio Agency and CPSU briefings to employees on significant workplace matters;
- paid time of 1 hour per month for CPSU Section Councillors to participate in CPSU Section Councillor teleconferences;
- formal representation of an employee, at the request of an employee, regarding individual workplace matters;
- providing information to and seeking feedback from employees in the workplace;
- providing support and advice to employees, at the request of an employee, regarding workplace matters
- consulting with colleagues and the union;
- the right to participate in collective bargaining on behalf of those they represent;
- paid time for members of the CPSU Governing Council to attend the biannual CPSU Governing Council meetings; and
- paid time for elected CPSU workplace delegates to access two days of paid leave per calendar year for development activities necessary to perform their role with the CPSU. To facilitate this, the CPSU will provide the SES Band 1, Workplace Relations Branch, with a list of elected CPSU representatives in each Agency.

9.4 Subject to operational requirements, unpaid time for workplace delegates may be approved to attend other CPSU organised events.

9.5 In the interests of all persons, workplace delegates should seek the approval of their team leader or manager to undertake any CPSU related activity during paid time as soon as possible. The workplace delegate should inform the team leader/manager of the date, time, likely duration and nature of the activity.

9.6 Approval for paid time activities will not be unreasonably refused. Where a team leader/manager has refused to approve a request the matter may be escalated to the appropriate Human Services Portfolio Agency's management and/or CPSU official.

## **10.0 ISSUES – DISCUSSION AND ESCALATION PROCESS**

10.1 Where issues or difficulties arise regarding the application of these protocols, the parties share a joint aim of resolving the issue or difficulty in a professional and collaborative manner. The matter should, wherever possible, be managed at the local level in the first instance. Where this does not resolve the issue, the matter should be escalated to the appropriate Human Services Portfolio Agency management and/or CPSU official. The CPSU and each Human Services Portfolio Agency shall appoint a contact person for the purposes of resolving matters associated with this protocol.

10.2 Where an issue arises and it cannot quickly be resolved at the workplace level, the CPSU representatives shall advise the CPSU contact of the matter and the manager or supervisor shall advise the relevant Agency contact. Discussions shall occur between the relevant contact persons, with a view to resolving the matter, as quickly as practicable.

10.3 If necessary discussions shall occur between the DHS Secretary and the CPSU National Secretary.

## SCHEDULE 7 – ALLOWANCE RECOGNITION

	Counts as salary for overtime	Counts as salary for shift penalties	Payable during annual leave	Payable during personal leave	Payable during long service leave	Included in income for retrenchment purposes	Counts for termination payments
First Aid Officer	N	N	Y	Y	Y	Y	Y
Department Liaison Officer	N/A	N	Y	Y	N	Y	Y
Office disturbance	N	N	N	N	N	N	N
Chief Fire Warden	N	N	Y	Y	Y	Y	Y
Community Language	N	N	Y	Y	Y	Y	Y
Health and Safety Representative	N	N	Y	Y	Y	Y	Y
Harassment Contact Officer	N	N	Y	Y	Y	Y	Y
Field work allowance	N	N	N	N	N	N	N
Professional reimbursement	N	N	N/A	N/A	N/A	N	N
Motor vehicle	N	N	N	N	N	N	N
Overtime meal	N	N	N	N	N	N	N
District allowance	N	N	Y	Y	Y	Y	Y
Leave fares	N	N	N/A	N/A	N/A	N/A	N/A
School holiday	N	N	N	N	N	N	N
Shift penalties	N	N/A	Partial - (F17.7) Y – (F18)	N**	N	Y*	Y*
Shift allowance	N	N	N	N	N	Y*	Y*

\*Subject to qualifying periods.

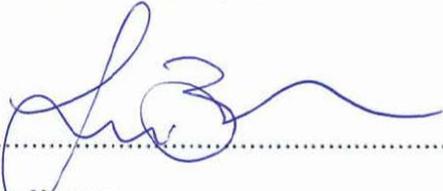
\*\*See subclause F18.5 (grandfathered shift provisions)

**PART K SIGNATORIES**



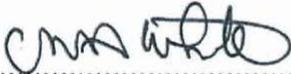
Date 15 DEC 11

Kathryn Campbell  
Secretary  
Department of Human Services  
For and on behalf of the Commonwealth of Australia  
65 Canberra Avenue, Griffith ACT 2603



Date 15/12/11

Lisa Newman  
Deputy National President, Community and Public Sector Union  
Level 5, 191 Thomas Street, Haymarket 2000



Date 15/12/2011

Michael White  
Branch Secretary, Media, Entertainment and Arts Alliance  
40 Brisbane Avenue, Barton ACT 2600

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