



Australian Government
Department of Communications



Enterprise Agreement

2015–18

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Part 1 — Scope of the Enterprise Agreement

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|-----|------------------|--|
| 1.1 | Title | This Enterprise Agreement will be known as the Department of Communications Enterprise Agreement 2015 - 2018 (the Agreement). |
| 1.2 | Application | This Agreement is made in accordance with Part 2-4 of the <i>Fair Work Act 2009</i> (the FW Act). |
| 1.3 | | This Agreement covers the Secretary of the Department on behalf of the Commonwealth of Australia and non-SES employees employed in the Department under the <i>Public Service Act 1999</i> (the PS Act). |
| 1.4 | Delegation | The Secretary may, in writing, delegate all or any of the powers and functions under this Agreement conferred on the Secretary, including the power of delegation, and may do so subject to conditions. |
| 1.5 | Duration | This Agreement will commence on 7 August 2015 or 7 days after approval by the Fair Work Commission, whichever is the later, and will nominally expire three years after commencement date. |
| 1.6 | Closed Agreement | This Agreement states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a relevant Commonwealth law or implied at common law. |
| 1.7 | | Any guidelines, policies and procedures referred to in this Agreement are not incorporated into, and do not form part of this Agreement. A term of this Agreement prevails to the extent of any inconsistency with a guideline, policy or procedure. |

1.8 Formal Acceptance of the Agreement

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

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



..... Date 22/7/2015

Drew Clarke, Secretary of the Department
Communications



..... Date 22/7/2015

Alistair Waters, on behalf of the Community and
Public Sector Union (CPSU)

Address for Mr Drew Clarke:
38 Sydney Avenue, Forrest ACT 2603

Address for Mr Alistair John Waters:
1/40 Brisbane Avenue, Barton ACT 2600

Part 2 —Consultation

- 2.1 Consultation This term applies if the Secretary:
- a) has made a definite decision to introduce major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 2.2 Major Change For a major change referred to in clause 2.1(a):
- a) the Secretary must notify the relevant employees of the decision to introduce the major change; and
 - b) clause 2.3 to 2.9 apply.
- 2.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 2.4 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the Secretary of the identity of the representative;
- the Secretary must recognise the representative.
- 2.5 As soon as practicable after making its decision, the employer must:
- a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the Secretary is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on employees; and
 - iii. any other matters likely to affect the employees.
- 2.6 The Secretary is not required to disclose confidential or commercially sensitive information to relevant employees.

- 2.7 The Secretary must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 2.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2.2)(a) and clauses 2.3 and 2.5 are taken not to apply.
- 2.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the Secretary's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
- 2.10 Change to Regular Roster or Ordinary Hours of Work For a change referred to in paragraph 2.1(b):
- a) the Secretary must notify the relevant employees of the proposed change; and
 - b) clauses 2.11 to 2.15 apply.
- 2.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 2.12 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
- 2.13 The Secretary must recognise the representative:
- a) as soon as practicable after proposing to introduce the change, the Secretary must:
 - b) discuss with the relevant employees the introduction of the change; and
 - i. for the purposes of the discussion provide to the relevant employees:
 - ii. all relevant information about the change, including the nature of the change; and
 - iii. information about what the Secretary reasonably believes will be the effects of the change on the employees; and
 - c) information about any other matters that the Secretary reasonably believes are likely to affect the employees; and
 - d) invite the relevant employees to give their views about the

impact of the change (including any impact in relation to their family or caring responsibilities).

- 2.14 However, the Secretary is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.15 The Secretary must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 2.16 In this term: "relevant employees" means the employees who may be affected by a change referred to in clause (2.1).
- 2.17 Employee Assistance Program The Department will continue to provide employees and their immediate family members with access to a free, confidential and professional counselling service to assist with work, personal and family issues through the Department's Employee Assistance Program

Part 3 — Performance Management

- 3.1 Performance Agreements Managers and their employees (who are engaged for periods of 3 months or more) have a mutual obligation to have a current performance agreement in place.
- The performance management cycle is an annual cycle from 1 June to 31 May and includes a mid-term review in December.
- Employees must have a current performance agreement in place to be considered for any salary advancement.
- 3.2 Managing Underperformance Underperformance is identified when a manager makes an assessment at any time during the performance management cycle that an employee's performance needs improvement or is unsatisfactory.
- 3.3 Where underperformance is identified, the Department will work with the affected employee and their manager(s) to assist the employee to attain and sustain a performance standard of 'meeting expectations' consistent with this clause.
- 3.4 An employee may invite a support person to be present for any discussions relating to the underperformance process. Different procedures for managing underperformance may apply to employees on probation and non-ongoing employees.
- 3.5 Performance Improvement Plan If at any time during the performance management cycle a manager identifies underperformance by an employee, the manager must discuss the reasons with the employee and put appropriate support mechanisms in place.
- 3.6 If the support mechanisms do not result in the employee attaining and sustaining a performance standard of 'meeting expectations' the manager must issue the employee with a notice detailing the Performance Improvement Plan (PIP) that will be implemented.
- The PIP will be carried out over a review period of up to 2 months, unless an alternative period is agreed with the employee.

Part 4 — Classification and Remuneration

- 4.1 Classification and Salary Structure Employees will be paid in accordance with the applicable classification and salary structure set out in Appendix A.
- 4.2 Salary Payment An employee's salary and salary related allowances will be paid fortnightly by electronic funds transfer into a financial institution account of their choice.
- The fortnightly base salary will be calculated by applying the following formula:
- $$\frac{\text{Annual base salary} \times 12}{313} = \text{Fortnightly base salary}$$
- 4.3 Salary Increases A base salary increase of 2% will be payable in the first pay cycle on commencement of this agreement. A further increase of 1.5% will be payable 12 months from commencement of this agreement and a final increase of 1% will be payable 24 months from commencement of this agreement (see Appendix A).
- 4.4 Salary on Engagement or Promotion Where an employee is newly engaged in the Department, salary will be payable at the minimum point of the salary range applicable to the classification, subject to clause 4.9. Where an employee is promoted from within the Department, salary will, subject to clauses 4.5 and 4.9 be payable at the minimum point of the salary range applicable to the classification.
- 4.5 The Secretary may determine that where a person moves to the Department from another APS agency and their previous salary exceeds the maximum salary of the relevant classification level under this Agreement, they will, have their previous salary maintained until such time as it is absorbed by adjustments to the relevant salary rates under this Agreement.
- 4.6 An employee who is promoted from within the Department will be paid at a salary point that recognises any salary advancement during previous temporary reassignment within the preceding 24 months at, or above, their new substantive classification.
- 4.7 The Secretary may determine payment of salary above the minimum point in the applicable salary range having regard to:
- the employee's level of experience;
 - the employee's qualifications and skills; and
 - work undertaken of a similar nature.
- 4.8 Where, at the time of engagement, an employee's salary is set at an incorrect salary point within the applicable salary scale the Secretary will authorise the

payment of the employee's salary at the correct salary point from the date it was incorrectly paid. If an overpayment has occurred, the amount of overpayment will be recovered from the employee in accordance with the AAI's.

- 4.9 Employees recruited to the Department from another APS agency will be paid a commencing salary within the relevant classification level under Appendix A that is the closest salary point above their salary at their previous agency.
- 4.10 Salary Advancement on Commencement Employees who were employed by the Department of Communications or the Telecommunications Universal Service Management Agency (TUSMA) on 1 July 2014 and/or 1 July 2015 will advance one salary point on the commencement of this Agreement subject to the following:
- a) the relevant salary scale is that contained in the Department of Broadband, Communications and Digital Economy Enterprise Agreement 2011 - 2014 or the Telecommunications Universal Service Management Agency 2013-2014 as it applied to the employee the day before the commencement date of this Agreement;
 - b) the employee was not already at the top of the salary scale for their relevant classification;
 - c) where an employee was performing the duties at their substantive classification the employee must have:
 - i) achieved an overall performance assessment of 'fully effective' or higher under the Performance Management System at the end of the 2013-2014 annual performance cycle and/or 2014-2015 annual performance cycle ; and
 - ii) completed, in that performance cycle, a minimum of four months duty (including periods of paid leave) during the 2013-2014 annual performance cycle and/or 2014-2015 annual performance cycle at that classification level or higher;
 - d) where an employee is performing duties at a higher level temporarily, the employee must
 - i) have achieved an overall performance assessment of 'fully effective' or higher at the end of the annual performance cycle; and
 - ii) have performed duties at a higher level for a continuous period of at least 12 months as at 2013-2014 annual performance cycle and/or 2014-2015 annual performance cycle, or
 - iii) have been expected to act for a period of or in excess of 12 months to receive a salary increase to their higher duties salary.

Those APS employees who received a rating of 'outstanding' and were eligible for Accelerated Salary Advancement during the 2013-2014 annual performance cycle and/or 2014-2015 annual performance cycle will receive two increments on commencement of this agreement.

This clause will cease to have any further effect the day after the Agreement commences.

- 4.11 Salary Advancement Employees who are not at the maximum of their salary range for their relevant classification level under this Agreement will advance one salary point effective on 1 July each subsequent year, subject to the following:
- a) employees undertaking duties at their substantive classification level will be required to:
 - i) have achieved an overall performance assessment of 'meeting expectations' under the Performance Management System at the end of the annual performance cycle (cycle ends 31 May); and
 - ii) have completed, in that performance cycle, a minimum of four months duty (including periods of paid leave) on 31 May at that classification level or higher;
 - b) employees undertaking temporary reassignment of duties will be required to:
 - i) achieve an overall performance assessment of 'meeting expectations' at the end of the annual performance cycle (cycle ends 31 May); and
 - ii) have acted for a continuous period of at least 12 months on 31 May; or
 - c) be certified by the Secretary that they are expected to act for a period of or in excess of 12 months to receive a salary increase to their higher duties salary.
- 4.12 An employee who receives a rating of 'not meeting expectations' performance assessment at the end of the performance management cycle will not be eligible for salary advancement. A review period of up to 2 months will commence and a Performance Improvement Plan will be put in place, in accordance with clause 3.6.
- 4.13 Salary on Temporary Reassignment of Duties at Higher Classification at Non-SES Level Where the Secretary decides that an employee will perform duties at the higher classification for a temporary period of 3 weeks or more, the employee will be entitled to additional remuneration for the entire period that they perform the higher duties.
- 4.14 Subject to clause 4.13, the additional remuneration for employees acting at a higher classification level will be:
 - a) equivalent to the difference between the employee's actual annual base salary and the base salary at the higher classification; or
 - b) the additional remuneration the Secretary determines in accordance with the principles in clause 4.7.
- 4.15 Additional remuneration will be paid for public holidays where temporary reassignment of duties is worked on both sides of the public holiday and during leave where the Secretary determines that the employee would have continued on temporary reassignment of duties but for the leave.

4.16	Salary on Temporary Reassignment of Duties at the SES Level	Where a non-SES employee is temporarily reassigned duties at the SES level for a period in excess of three weeks, they will be paid additional remuneration, as determined by the Secretary, in accordance with the principles in clause 4.7 for the entire period.
4.17		Where the employee's period of temporary reassignment of duties is for a period in excess of three months the Secretary may approve access to additional SES benefits.
4.18	Salary on Reduction	Where an employee agrees, in writing, to temporarily perform duties at a lower classification level, the Secretary may determine in writing that the employee be paid at a rate applicable to the lower classification level for the period of the temporary reassignment of duties.
4.19		Where an employee is reduced in classification, in determining salary within the lower classification, the Secretary will take into account the salary point achieved at the higher level in determining the salary point at the lower classification level.
4.20	Intermittent and Irregular Employees — Loading in Lieu of Leave Entitlements	An employee who is engaged to perform duties that are intermittent or irregular under s 22(2)(c) of the PS Act will receive a loading in lieu of paid leave entitlements (other than long service leave) and payment for public holidays on which the employee is not rostered to work.
4.21	Entry Level APS Employees	Participants in Entry Level Programs, subject to successful completion and receiving a performance rating of 'meeting expectations', will advance to the base increment of the classification above that of which they were employed.
4.22	Remote Locality Employees	Employees who work in a Designated Remote Locality are subject to the provisions at Appendix B of this Agreement.
4.23	Rostered Employees	Employees who work according to a roster approved by the Secretary are subject to the provisions at Appendix C of this Agreement.
4.24	Supported Wage	Provisions providing a Supported Wages System for employees with a disability are at Appendix D of this Agreement.
4.25	Salary Packaging	Employees may choose to sacrifice up to 100% of their base salary from a menu of non-cash benefits. Before accessing these arrangements, employees are encouraged to seek financial advice at their own expense.
4.26		To the extent that the employee chooses to sacrifice their salary, their pre-sacrifice salary will be salary for all purposes including superannuation purposes. Any fringe benefits tax and administration costs

incurred as a result of the employee's Salary Packaging arrangement will be met by the employee.

- 4.27 No external Salary Packaging provider may be used other than the one nominated by the Department.
- 4.28 Superannuation The Department will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 4.29 Where an employee has chosen an accumulation superannuation fund other than the PSS Accumulation Plan (PSSap), the employer contribution will be the same percentage of the fortnightly superannuation contribution salary as that required for employees who are members of the PSSap. That percentage will be 15.4% for the term of this Agreement. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions, (e.g. unable to accept contributions for people over 75).
- 4.30 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
- 4.31 The Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Agency's payroll system.
- 4.32 Overpayments Where an employee is overpaid an amount of salary or other benefits, the overpayment will be recovered in accordance with the provisions of the AAls.

Part 5 — Allowances/Reimbursements and Subsidies

- 5.1 Corporate Citizen Allowance
- An allowance of \$24.52 will be paid to employees on a fortnightly basis for undertaking each of the following corporate citizen roles:
- First Aid Officer
 - Emergency Warden
 - Health and Safety Representative
 - Workplace Diversity and Harassment Contact Officer.
- Corporate Citizen allowances will increase by 1.5% 12 months after commencement and a further 1% 24 months after commencement.
- Part-time employees will be entitled to pro-rata payment based on their approved weekly hours of duty.
- Payment of allowances continues during all paid leave up to and including four weeks. The allowances are not paid during leave exceeding four weeks unless otherwise required by legislation.
- To be eligible to receive payment of the Corporate Citizen Allowance, an employee must:
- be formally selected and agree to perform the role; and
 - have successfully completed the required training and gained applicable certification where required; and
 - have ongoing participation in the role.
- 5.2 Language Proficiency Allowance
- Where the Secretary determines that there is an identifiable and continuing need for the utilisation of particular language skills in the course of the Department's business the Secretary may authorise payment of Language Proficiency Allowance to an employee required to utilise such language skills.
- Where approved by the Secretary the employee will be paid an allowance at the annual rate of \$1,592.10.
- 5.3 Departmental Liaison Officer Allowance
- An employee who performs the duties of Departmental Liaison Officer (DLO), will be paid an allowance at the annual rate of \$17,433.17 in recognition of the additional hours of work usually performed by DLOs and in lieu of overtime payments. The DLO allowance will increase by 1.5% 12 months after commencement and a further 1% 24 months after commencement.
- 5.4
- The allowance is payable during periods of paid leave taken whilst performing the duties of DLO. Where an employee ceases performing the duties of DLO, any annual leave credits accrued but not taken during the period that the employee was performing the role of DLO will be paid

at the DLO rate, provided that this leave is taken immediately after their placement in the DLO role ceases, unless otherwise agreed.

- 5.5 Restriction Allowance Employees at or below the APS 6 classification who are required by the Secretary to be contactable and available to work for a specified period outside the bandwidth, will be paid an allowance of \$3.54 for each hour they are required to be contactable and available to work outside the bandwidth.
- 5.6 An employee whilst on restriction duty will be provided with a mobile phone by the Department. Where an employee is not contactable as required, they will not be entitled to Restriction Allowance for that specific period.
- 5.7 An employee who is restricted under these provisions and is recalled to the workplace to perform duty will not be paid Restriction Allowance for the time worked but instead will be paid the appropriate overtime amount, with a minimum payment of one hour.
- 5.8 Where an employee is restricted under these provisions and is required to perform duty from home or over the phone, payment will be made in accordance with the relevant overtime provisions for the period of time actually worked. Where in a 24 hour period (commencing at midnight) the accumulated time for work actually performed is less than one hour, a minimum payment for one hours' work will apply.
- 5.9 Where exceptional circumstances exist the Secretary may approve payment for restriction duty to employees at or above the Executive Level 1 classification.
- 5.10 Recall to Duty —
Emergency Duties Employees at or below the APS 6 classification recalled to duty without prior notice to meet an emergency outside standard hours will be paid:
a) at double time on any day that they are so recalled; and
b) for the actual period of attendance at work plus reasonable travelling time to and from work, or a total period of two hours, whichever is the greater.
- 5.11 Required to Return to
Duty — Duties to Be
Performed Outside
Standard Hours Employees at or below the APS 6 classification who are required to return to duty to perform duties outside standard hours, where those duties cannot be performed within standard hours will be paid within the bandwidth at time and one half on any day that they are so recalled and for time outside the bandwidth at the rates set out in clause 6.20; and for the actual period of attendance at work plus reasonable travelling time to and from work, or a total period of two hours, whichever is the greater.
- 5.12 Overtime Meal
Allowance Where an employee is required to work for a continuous period of at least one hour outside the bandwidth for a continuous period extending over a

meal period, they will be eligible for a meal allowance of \$24.52. The Overtime Meal Allowance will increase by 1.5% 12 months after commencement and a further 1% 24 months after commencement.

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| 5.13 | Travel | The Department will pay approved expenses associated with an employee's official business travel. |
| 5.14 | Relocation Assistance | The level of relocation assistance will be determined by the Secretary, after consultation with an employee prior to relocation. |
| 5.15 | Child and Dependant Care | In exceptional circumstances (eg. when required to travel with 24 hours or less notification) and where employees are required by the Department to be away from home outside standard hours, the Secretary will reimburse reasonable costs in relation to additional family care arrangements. |
| 5.16 | Vacation Childcare Program | The Department will provide subsidisation for vacation childcare programs, of up to \$16.87 per day. |
| 5.17 | Studies Assistance | Where an employee undertakes and successfully completes formal studies relevant to the business needs of the Department, the Secretary may approve studies assistance to a maximum amount of \$5000 per annum and study leave. |
| 5.18 | Loss or Damage to Clothing and Personal Effects | Where approved by the Secretary, an employee will be reimbursed for loss of, or damage to, clothing and personal effects that occurred during the course of the employee's duties, where such reimbursement would exceed \$20.00. |
| 5.19 | Camping Allowance | An employee who is required to camp out in the course of their duties will be paid a camping allowance of \$76.49 per night. The employee will also be reimbursed for other authorised expenditure on camping equipment and camping fees. An employee in receipt of Camping Allowance is not eligible for any further recompense for accommodation under the Travel provisions of this Agreement. |
| 5.20 | Payment of Professional Association Membership Costs | The Department will pay an employees' professional association membership costs and/or accreditation or registration fees where it can be demonstrated that there is a prerequisite to maintain formal accreditation with a professional body to undertake the employee's role in the Department. |

Part 6 — Working Arrangements

6.1 Individual Flexibility Arrangements

The Secretary and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a) the arrangement deals with 1 or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) remuneration; and/or
 - vi) leave; and
- b) the arrangement meets the genuine needs of the Department and the employee in relation to 1 or more of the matters mentioned in paragraph a); and
- c) the arrangement is genuinely agreed to by the Secretary and the employee.

The Secretary must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the FW Act; and
- b) are not unlawful terms under section 194 of the FW Act; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

6.2

The Secretary must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the Department and the employee; and
- c) is signed by the Secretary and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
 - i) the terms of the Agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

6.3

The Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.4

The Secretary or the employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if the Secretary and the employee agree in writing — at any time.

- 6.5 Hours of Duty The ordinary hours of duty for full time employees are 37 hours and 30 minutes per week.
- For full-time employees, the standard hours for performing the ordinary hours of duty are 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm.
- For part-time employees, ordinary hours of duty are as agreed in their part time work agreement or contract of employment.
- Standard hours will be used for the purpose of calculating overtime
- 6.6 Attendance Where eligible employees utilise flextime, they must record their actual hours of attendance in the Department's electronic flex form.
- 6.7 Bandwidth The bandwidth during which employees may work is 7.00 am to 7.00 pm Monday to Friday.
- 6.8 Employees will not be required to work for more than 10 hours of ordinary time on any one day.
- 6.9 Employees will not be required to work for more than five hours continuously without a meal break of at least 30 minutes.
- 6.10 Executive Level Employees Access to Time off In Lieu will be provided to Executive Level employees on the following basis:
- a) the manager will provide reasonable time off in lieu where an employee is required to work long hours consistently;
 - b) time off in lieu will not be on a one hour for one hour basis, but there should be a reasonable match between additional hours worked and time off in lieu ; and
 - c) Time off in lieu should be taken as soon as practicable after the hours worked, subject to operational requirements.
- 6.11 Flextime Flextime applies to employees at or below the APS 6 level, but not to those employees who are engaged on a rostered basis.
- 6.12 The Secretary may direct an employee to revert to standard hours where the Secretary reasonably considers that the employee is misusing the arrangements or their attendance is unsatisfactory. The Secretary will provide a written explanation of the reasons for requiring the employee to revert to standard hours. Access to flextime will be restored when the Secretary is satisfied that the employee's attendance is satisfactory.
- 6.13 Flextime will accumulate during periods of official domestic travel. Travel outside the bandwidth will be recorded as flextime equal to the actual hours involved.

- 6.14 Working Flexibly All ongoing, non-ongoing and long term casual employees may request to work flexibly. For the purpose of this clause, working flexibly can include part-time hours or working from another agreed location on either a regular or temporary basis.
- The Secretary may approve requests from employees to work flexibly on either a regular or temporary basis including working from another agreed location.
- A flexible work arrangement can only be varied by agreement of both the Secretary and employee and may be terminated by either the Secretary or the employee with a minimum notice of four weeks or such shorter period as may be agreed between the Secretary and the employee.
- 6.15 Part-time Work A part-time employee is one whose ordinary hours of work are less than 37.5 hours per week or less than 150 hours in a four week period.
- 6.16 A full-time employee may submit a request to work part time hours consistent with the provisions of this Agreement.
- 6.17 The Secretary will approve all requests for part-time work from employees returning from maternity or parental leave in the first two years from the date of the birth of the employee's child or two years from the placement of the child in relation to adoption/fostering. At the expiry of the approved part-time work period, the employee will return to full-time work unless otherwise agreed in accordance with clause 6.14. If the employee was already a part-time employee, the employee will return to their pre-parental leave hours.
- 6.18 Job Sharing The Secretary may approve requests from employees to job share.
- 6.19 Overtime and Time Off in Lieu Arrangements APS Staff Overtime will be payable to employees at or below the APS 6 level for work performed at the request of the Secretary outside the bandwidth, on weekends and Public Holidays, or in excess of 10 hours on any one day.
- 6.20 Except where the Secretary considers that exceptional circumstances warrant payment, employees at the Executive Level 1 or above are not eligible to receive payment for overtime.
- 6.21 Where overtime is authorised, payment will be made on the following basis for each hour worked:
- a) Monday to Saturday: time and one half;
 - b) Sunday: double time;
 - c) Public Holidays outside standard hours: double time; or
 - d) Public Holidays inside standard hours: double time.
- 6.22 Overtime will be recognised by overtime payments unless prior agreement

has been reached between the Secretary and the employee for time off in lieu to apply.

- 6.23 Where prior agreement for time off in lieu of overtime has been reached with an employee at the APS 1-6 classification, the time of in lieu will be calculated at overtime rates, in accordance with clause 6.21. If the employee is unable to take the time off in lieu within four weeks of working the overtime, the period will be paid as overtime unless otherwise agreed.
- 6.24 Minimum Payment for Overtime and Period for Time off in Lieu Where overtime is authorised by the Secretary, the minimum payment of one hour will apply in relation to any period of overtime performed. Overtime worked in excess of one hour will be rounded up to the nearest 15 minute increment.
- 6.25 Where time off in lieu is agreed by the Secretary, a minimum period of one hour will apply in relation to any period of overtime performed. Where the total period of overtime exceeds one hour time off in lieu is based on the time actually worked.
- 6.26 Nine Hour Break After Overtime Where an employee works overtime he or she will be entitled to a nine hour break (including travelling time) before recommencing work, without incurring any loss of pay.
- 6.27 Where a break is not possible due to operational reasons, the employee will be paid double time for the next period of work until a nine hour break is taken.
- 6.28 Duty During Christmas/New Year Period Where an employee other than a rostered employee is required to work during the period of the Christmas close down, (7.61) payment will be made on the following basis:
a) outside standard hours: double time; or
b) inside standard hours: double time.
Payments will be made inclusive of the standard time payment for that day.

Part 7 — Leave Arrangements

- 7.1 Approval Required Any absence from the workplace must be approved by the Secretary or otherwise authorised or permitted in accordance with the leave arrangements applying in this Agreement.
- 7.2 An absence that is not approved within the meaning of clause 7.1 will be regarded as an unauthorised absence.
- 7.3 An employee must be given a reasonable opportunity to explain the absence.
- 7.4 Absence Less Than One Day For all absences of less than one day the method of recording the absence will be agreed between the employee and their Manager.
- 7.5 Leave Taken in Excess of Credits Where leave is taken in excess of credits, action will be taken to recover any payments in accordance with the *Public Governance, Performance and Accountability Act 2013* AAls and/or adjust credits for the leave taken.
- 7.6 Absence Not Counting as Service Unless the Secretary determines otherwise, any continuous period of leave without pay greater than 30 calendar days will not count as service for Annual and Personal Leave purposes
- 7.7 Portability of Leave Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carers' leave (however described) will be transferred, provided there is no break in continuity of service.
- Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carers' leave (however described) will be recognised unless the employee received payment In lieu of those entitlements on termination of employment.
- For the purposes of this clause:
- a) 'APS employee' has the same meaning as the *Public Service Act 1999*.
 - b) 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

Where a person is engaged as an ongoing employee and, immediately

7.8		prior to the engagement, the person was employed as a non-ongoing APS employee, the Secretary may, at the employee's request, recognise any accrued annual leave and personal/carers' leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on termination.
7.9	Recognition of Prior Service for Leave Purposes	Prior service with organisations where the employee was previously employed by a Commonwealth Agency or by the ACT Government Service, may be recognised for personal leave purposes if the break in service is not more than two calendar months. Prior service will be recognised for Long Service Leave purposes in accordance with the <i>Long Service Leave (Commonwealth Employees) Act 1976</i> .
7.10		Where an employee applies in writing and it is agreed that a period of service will be recognised for annual and/or personal/carer's leave purposes, utilisation of these accrued credits of leave, and any future entitlement to leave will be consistent with this Agreement.
7.11		If there are no available records of personal/carer's leave taken during a period of prior service, a deduction of five days per year for assumed usage will be made from any credit resulting from the recognition of service.
7.12	Annual Leave	Employees will be entitled to 20 working days' paid annual leave for each full year of service, pro rata for part-time employees.
7.13		Annual leave will accrue and be credited on a daily basis, be granted at full or half pay and count as service for all purposes.
7.14	Annual Leave Approval Requirements	The taking of annual leave is subject to the prior approval of the Secretary.
7.15		Such approval will not be unreasonably withheld and, once given, will not to be unreasonably revoked.
7.16		An employee with an annual leave balance in excess of 53 days may be directed by the Secretary to take up to one quarter of their annual leave balance.
7.17	Cashing Out Leave Entitlements	Employees may apply to cash out their annual leave credits subject to: <ul style="list-style-type: none"> a) a minimum of 10 days annual leave having been taken by the employee within the past 12 month period; and b) the minimum amount of annual leave to be cashed out is 5 days per application; and

- c) each cashing out of an amount of paid annual leave is by a separate agreement in writing between the Secretary and the employee: and
- d) the employee's remaining annual leave balance is equal to or greater than 20 days.

Any amount of paid annual leave to be cashed out will be paid at the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

7.18	Cancellation of Annual Leave and Recall to Duty	Where annual leave is cancelled or an employee is recalled to duty from annual leave, the employee will have their annual leave re-credited to the extent of the period that they were recalled and reimbursed reasonable travel costs and incidental expenses not otherwise recoverable from insurance, refund or any other source.
7.19	Purchased Leave	With the agreement of the Secretary, an employee may elect to purchase between one and eight full weeks' additional leave per year. Where approved, purchased leave credits may be taken within 24 months from the date of approval.
7.20		Once an election has been made, the employee's salary payment will be deducted over a 12 month period to ensure a standard payment is received each fortnight.
7.21		Purchased leave will not affect entitlements for other forms of leave, an employee's continuity of service or, subject to clause 4.29, an employee's salary for superannuation.
7.22	Personal/Carer's Leave	Employees will be entitled to 18 working days' paid personal/carer's leave for each full year of service, pro rated for part-time employees. Personal/carer's leave will accrue on a daily basis, be granted at full or half pay and count as service for all purposes.
7.23		Personal/carer's leave is cumulative.
7.24		Employees in their first year of service can anticipate up to a maximum of 18 working days paid personal/carer's leave, pro rata for part-time employees.
7.25		Where employment ceases, the employee is not entitled to payment in lieu of personal/carer's leave.
7.26	Personal/Carer's Leave Approval Requirements	The taking of personal/carer's leave is subject to the giving of notice to the relevant manager.

- 7.27 Employees must advise their manager as soon as possible of their need to be absent, the nature of the absence and the expected period of absence. Generally the advice should be made before 10.00 am on the actual or initial day of absence. Where the period of expected absence extends beyond that originally notified the employee must advise their manager as soon as possible.
- 7.28 The discussion with an employee's manager (as required in clause 7.26) will be considered to have satisfied the requirement for prior notice of the absence.
- The requirement for prior notification may be waived where the Secretary is satisfied that an employee was unable to notify an absence due to circumstances beyond his or her control.
- 7.29 Use of Leave Personal/carer's leave will be available for employees in relation to:
- a) personal illness or injury;
 - b) providing care and support required because of illness or injury of an immediate family member or household member or for other personal emergencies involving an immediate family member or household member; and
 - c) other special circumstances, where the Secretary considers that approval of personal/carer's leave is justified.
- 7.30 The Secretary may approve the taking of personal/carer's leave at half-pay for an employee for a specified absence, e.g. long-term illness.
- 7.31 The Secretary may approve paid personal/carer's leave, subject to available credits, without production of a medical certificate or other evidence, as prescribed in clause 7.32 of no more than three consecutive days and up to five days in a year (accrual year).
- 7.32 Provision of Medical Certificates or Other Evidence Medical certificates from registered health practitioners will be accepted for the purpose of personal illness, injury or caring responsibilities. Where it is not reasonably practicable to provide a medical certificate a statutory declaration made by the employee may be accepted.
- 7.33 A manager may request that medical evidence is provided by an employee for any period of leave where:
- a) a pattern of absence has been identified or
 - b) further evidence or information is needed on the circumstances underlying the application for leave; or
 - c) arrangements are in place for managing attendance as part of managing performance; or
 - d) the manager has concerns about the amount of personal/carer's leave the employee has taken without supporting evidence.

7.34		The Secretary will require an employee to be absent due to any illness where a medical certificate has been provided.
7.35	Requirement to be Absent from the Workplace	In addition, the Secretary will require an employee to be absent where attendance may impact on other employees e.g. where they have an injury or illness which poses a risk to the health or safety of another employee.
7.36	Use of Leave Prior to Invalidity Retirement	An employee will not be retired on invalidity grounds before all of their personal/carer's leave credits have been exhausted, without their consent.
7.37	Unpaid Personal/Carer's Leave	<p>The Secretary will approve personal/carer's leave without pay to count as service where:</p> <ul style="list-style-type: none"> a) an employee is ill or injured, required to care for a member of their immediate family or a member of their household or other personal emergencies involving the same; and b) all paid personal/carer's leave credits have been exhausted or the employee has no entitlement to paid leave; and c) the employee has provided notice in accordance with clause 7.26.
7.38	Bereavement and Compassionate Leave	An employee is entitled to three days' paid bereavement leave per occurrence where a member of the employee's immediate family or a member of the employee's household dies. An employee is also entitled to three days' paid compassionate leave per occurrence where a member of the employee's immediate family or a member of their household contracts an illness or sustains an injury that poses a serious threat to his/her life.
7.39		Employees must provide documentary evidence as per clause 7.32 to support any claims for leave of this nature. Bereavement Leave and Compassionate Leave will count as service for all purposes.
7.40	Parental Leave	For the purposes of this clause, Parental Leave entitlements operate in conjunction with and inclusive of all leave entitlements derived from the Maternity Leave (Commonwealth Employees) Act 1973 and the National Employment Standards Parental Leave provisions of the Fair Work Act 2009. Where not already specified in this Agreement, long term foster arrangement is to be read consistent with the adoption provisions contained in the Fair Work Act 2009.
7.41		All employees with at least 12 months continuous service in the APS are eligible for Parental Leave. This includes casual employees, but only if:

- a) they have been employed in the Department on a regular and systematic basis for a sequence of periods over at least 12 months; and
- b) had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, they would have a reasonable expectation of continuing employment in the Department on a regular and systematic basis.

7.42 Parental Leave is available to an employee who is the birth mother of a child and employees who have or will have responsibility for the care of a child. The leave must be associated with:

- a) the birth of a child to the employee, the employee's spouse, or the employee's de facto partner; or
- b) the placement of a child under the age of 16 with the employee for adoption consistent with the provisions of the Fair Work Act 2009; or
- c) the placement of a child under a permanent or long term fostering arrangement by a person or organisation with statutory responsibility for the placement of the child where the child is under the age of 16 and who is not already a child of the employee or the employee's spouse or defacto partner and the child is not expected to return to their family; and
- d) the employee has not previously fostered the child and was granted parental leave for that period.

7.43 Unless specifically stated otherwise parental leave is without pay.

7.44 **Maternity Leave** Where an employee is entitled to paid maternity leave under the Maternity Leave Act 1973 (ML Act 1973), the employee will be entitled to an additional six weeks paid leave to be taken without any break immediately following the initial period of Maternity Leave. This additional leave will count as service for all purposes.

7.45 The payment of any paid maternity leave available under the ML Act 1973 or under this Agreement may be spread over a period of up to 36 weeks at a rate of half normal base salary. Such an administrative arrangement will not extend the period of paid leave beyond the equivalent of 18 weeks on full pay for any purpose.

An employee with at least 12 months continuous service with the APS and who is entitled to Parental Leave in accordance with the National Employment Standards will have access to Other Parental Leave in accordance with the provisions of this Agreement.

7.46 **Other Parental Leave** On application and provision of appropriate supporting evidence, an

employee who has responsibility for the care of their child and is not entitled to Maternity Leave, is entitled to Parental Leave up until the first anniversary of commencing Parental Leave or the date of birth or adoption/ foster placement of their child (whichever is the earlier), for the purpose of providing care for their child.

- 7.47 All eligible employees may request a further period of unpaid Parental Leave up to the second anniversary of the birth or placement of the child.
- 7.48 The employee will be entitled to the first 18 weeks approved Parental Leave period to be with pay, commencing on the date of birth or placement of the child. This payment may be spread over a period of up to 36 weeks half normal pay.
- 7.49 Where an employee is entitled to paid Parental Leave in accordance with this clause, the first 18 weeks of leave, or the actual period of leave taken, whichever is the lesser, will count as service for all purposes.
- 7.50 Concurrent Periods of Parental Leave An employee whose partner has given birth or adopted/ fostered a child (supporting partner) who:
- a) takes a period of concurrent parental leave; and
 - b) who has at least 12 months continuous service with the APS at the time the period of concurrent parental leave is taken; and
 - c) has not received payment for a period of Parental Leave or Maternity Leave relating to the birth or adoption of the child,
- will receive payment on full pay for the first four weeks of concurrent leave where that leave is taken in the first six months from the date of birth, adoption or fostering placement, of the child.
- 7.51 Where an employee or their partner has given birth or assumed responsibility for an adopted or foster child (as described in this clause), both parents (primary and supporting) may take a period of concurrent Parental Leave up to a maximum of 8 weeks at any time (to be taken in periods of no less than 2 week blocks) up until the 52 week anniversary of the date of birth or date of adoption/ foster placement.
- 7.52 Return to Work after Parental Leave When returning to work from Parental Leave, an employee is entitled to return to the position they held before taking leave (including an agreed new position held during the period of parental leave, eg if they have been promoted or agreed to a transfer of duties). If the employee's former position no longer exists and the employee is qualified and able to work in another position, then the employee is entitled to work in another position for Department.
- 7.53 When there is more than one appropriate position, the employee is

entitled to the position nearest in status, function and salary to their former position. The employee will suffer no loss of salary by reason of returning to another position following Maternity/Parental Leave (with the exception of the application of Part 8 of this Agreement).

- 7.54
- An employee planning to return to work from Maternity/Parental Leave on a date different to that originally applied for is required to give the Department at least 4 weeks written notice of the date the employee proposes to return to work. A shorter period of notice may be agreed by the Department.
- 7.55 Grandparents' Leave All ongoing employees with at least 12 months continuous service within the APS are eligible to apply for up to 12 months Grandparents' leave without pay to care for their grandchild where that child is under school age.
- 7.56 NAIDOC Leave The Secretary may approve up to two days' paid leave per annum to participate in relevant NAIDOC week activities for employees of Aboriginal or Torres Strait Islander descent or employees with family or household members of Aboriginal or Torres Strait Islander descent.
- 7.57 Other Leave The Secretary, having regard to the operational needs of the Department, may grant other leave, including leave for cultural or ceremonial purposes. Other leave may be granted, with or without pay, for the period applied for or for another period and may be subject to certain conditions (e.g. time limits) as determined by the Secretary.
- 7.58 Leave for Eligible Community Service Activity The Secretary will grant leave with or without pay to an employee to participate in an eligible community service activity as per s109 of the FW Act. The employee may also be granted leave with or without pay to participate in regular training and ceremonial duties associated with emergency service duties, for reasonable travelling time associated with the activity and reasonable rest time following the activity.
- 7.59 Leave to Perform Volunteer Work The Secretary may grant up to two days' paid leave per calendar year to an employee to perform volunteer work with a community organisation. Community service work must not:
- a) involve any payment in cash or kind to the employee for work performed;
 - b) replace a paid worker;
 - c) be undertaken for direct personal benefit;
 - d) be work which does not have a community focus;
 - e) present a conflict of interest for the Department; or
 - f) be focused on promoting particular religious or political views.
- 7.60 Leave for ADF Reserve and 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 or Cadet Force Obligations	<p>Continuous Full Time Services (CFTS) or Cadet Force obligations.</p> <p>An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.</p> <p>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.</p> <p>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.</p> <p>Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.</p> <p>Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.</p> <p>Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.</p>
7.61 Christmas Closedown	<p>The Department will close its normal operations from the close of business on the last working day before Christmas Day, with business resuming on the first working day after New Year's Day.</p> <p>Employees will be provided with time off for the working days between Christmas Day and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay).</p>
7.62	<p>There will be no deduction from Annual or Personal/carer's leave credits for the closedown days.</p>
7.63	<p>Rostered employees required to work during the Christmas/New Year period are covered by the provisions at Appendix C of this Agreement. Conditions for other employees who work during the Christmas/New Year period are at clause 6.28.</p>
7.64 Long Service Leave	<p>An employee is eligible for long service leave in accordance with the <i>Long Service Leave (Commonwealth Employees) Act 1976</i>.</p>

- 7.65 The minimum period during which long service leave will be granted is seven calendar days at full pay (or 14 days at half pay). Long service leave cannot be broken with other periods of paid leave, except as otherwise provided by legislation.
- 7.66 Public Holidays Employees will be entitled to the following public holidays:
- a) New Year's Day (1 January);
 - b) Australia Day (26 January);
 - c) Good Friday;
 - d) Easter Monday;
 - e) Anzac Day (25 April);
 - f) The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - g) Christmas Day (25 December);
 - h) Boxing Day (26 December); and
 - i) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- 7.67 If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 7.68 The Secretary and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, will be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- Where a public holiday falls during a period when an employee is absent on a prevailing type of leave (such as leave without pay, long service leave or maternity leave etc.) the is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave.
- 7.69 Unauthorised Absences Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement cease to be available until the employee resumes duty, is granted leave or ceases employment. Such absences will not count as service for any purpose.

7.70

Unauthorised absences may be referred to the Secretary to determine the appropriate action under the PS Act.

Part 8 — Redeployment, Redundancy, Termination, Resignation and Retirement

- 8.1 Application The following redeployment and redundancy provisions will apply to employees of the Department, other than non-ongoing employees and those employees on probation.
- 8.2 Excess Employee An employee is excess to the requirements of the Department if the Secretary determines:
- a) the staff member is included in a class of employee/s' in the Department, which class comprises a greater number of employees than are necessary for the efficient and economical working of the Department;
 - b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Department or structural or other changes in the nature, scope or organisation of the functions of the Department (other than for reasons set out in s29(3)b)-(h) of the PS Act); or
 - c) where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Secretary has determined that the provisions of this Agreement apply to that employee.
- 8.3 Potentially Excess Employees When the Secretary is aware that an employee is likely to become excess to the requirements of the Department, the Secretary will at the earliest practicable time, advise the employee and where they choose, their representatives, in writing of the situation. The Department will provide reasonable assistance to staff who are declared potentially excess.
- 8.4 Discussion Period The Secretary will meet with a potentially excess employee and, where they choose, their representatives, at the earliest practicable time and within one month following advice under clause 8.3 (the 'discussion period'), to discuss:
- a) redeployment opportunities for the employee(s) concerned;
 - b) possible referral to a service provider; and
 - c) voluntary redundancy.
- 8.5 Where the employee declines or refuses to meet with the Secretary for the purposes of clause 8.4 the Secretary may advise the employee immediately that they are excess where a period of at least one month after the Secretary has advised the employee under clause 8.3 has lapsed.
- 8.6 The Secretary may, at any time, invite employees who are not excess

employees to elect for voluntary redundancy, where the termination of those employees' employment would permit the redeployment of employees who would otherwise remain or become excess.

- 8.7 If at the end of the discussion period, the Secretary determines that an employee is excess, the Secretary will immediately advise in writing the employee that the employee is excess.
- 8.8 Voluntary Redundancy The Secretary may invite an excess employee to elect for voluntary redundancy, within two months of that employee being declared excess.
- If an excess employee is not invited to elect for voluntary redundancy within two months of being declared excess, the employee must be invited to elect for voluntary redundancy immediately following the end of the two month period, if the employee has not been redeployed.
- Where an election for voluntary redundancy is made by an employee, the Secretary may decide whether to accept that election.
- 8.9 Consideration Period Where an employee has been invited to elect for voluntary redundancy, the employee will have one month in which to make such an election in writing ('the consideration period').
- The Secretary will not give notice of termination of the employee's employment before the end of the consideration period, without the agreement of the employee.
- 8.10 Information on Entitlements Within the consideration period the employee must be given information on:
- a) the amount of his or her severance benefit;
 - b) pay in lieu of notice;
 - c) the value of outstanding annual and long service leave credits;
 - d) the amount of his or her accumulated superannuation contributions;
 - e) estimates provided by ComSuper concerning his or her superannuation;
 - f) the taxation rules applying to the various payments; and
 - g) the level of assistance for financial advice, up to a maximum of \$400.
- 8.11 The information is provided for guidance purposes only, and is not an offer capable of forming a binding contract.
- 8.12 Only one invitation to elect for voluntary redundancy will be made to an excess employee.
- 8.13 An excess employee may elect for redeployment at any time unless they have elected for a voluntary redundancy.

- 8.14 Where an employee resigns or their employment is terminated during the notice period, they will receive payment in lieu of notice for the unexpired portion of the notice period.
- The employee will be provided with notice of termination, or payment in lieu. The period of notice will be 4 weeks, or 5 weeks for an employee over 45 years of age with at least 5 years continuous service.
- 8.15 Severance Benefit — Voluntary Redundancy Where the Secretary accepts an employee's election for voluntary redundancy, and the employee's employment is terminated on the grounds that they are excess to the Department's requirements, the employee is entitled to be paid a sum equal to two weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service.
- For two or more periods of service to count as a period of continuous service there must be no breaks between the periods of service, except:
- a) where the break is less than one month and occurred where an offer of employment in relation to the second period of service was made and accepted before the end of the first period of service (whether or not the period of service are with the same employer or agency); or
 - b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under s 49 of the repealed *Public Service Act 1922* (Cth).
- 8.16 Subject to any minimum entitlements the employee would be entitled to under the National Employment Standards (NES), the minimum sum payable will be four weeks salary and the maximum will be 48 weeks' salary.
- 8.17 The severance benefit will be calculated on a pro rata basis for any period of service where an employee has worked part-time hours. However, where an employee has both full-time and part-time service, the full-time service is used first in the calculation.
- 8.18 Service for Severance Pay Purposes Subject to clauses 8.15 and 8.19, service for severance pay purposes means:
- a) service in the Department;
 - b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - c) service with the Commonwealth (other than service with a Joint Commonwealth/State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for Long Service Leave purposes;
 - d) service with the Australian Defence Forces;
 - e) APS service immediately preceding deemed resignation, if service has not previously been recognised for severance pay

purposes; and

- f) service in another organisation where an employee was moved from the APS to give effect to an administrative re-arrangement; or an employee of an organisation is engaged as an APS employee as a result of an administrative re-arrangement; and such service is recognised for long service leave purposes.

8.19 Service Not to Count for Severance Pay Purposes

Any periods of service which ceased:

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

will not count as service for severance pay purposes.

8.20

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

8.21 Rate of Payment — Severance Benefit

For the purpose of calculating any payment under clauses 8.17, salary will include:

- a) the employee's base salary; or
- b) the salary of the higher classification level, where the employee has been paid for performing duties at the higher classification for a continuous period of at least 12 months immediately preceding the date on which she or he is given notice of termination; or
- c) shift penalties, or the weekend allowance payable in accordance with Appendix C, where the employee has undertaken shift work and is entitled to shift penalties or the weekend allowance for 50% or more of the pay periods in the 12 months preceding being given notice of termination. A weekly average of penalties due over the 12 months will be included in the salary; and

- d) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding other allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

- 8.22 Retention Periods Where an excess employee is unable to be redeployed, and does not elect for voluntary redundancy, the employee's employment will not be made involuntarily terminated on the ground that they are excess until the following retention periods have elapsed:
- a) 13 months where an employee has 20 years of service or is over 45 years of age; or
 - b) seven months for other employees.
- 8.23 The retention period in clause 8.22 will be reduced by the period equivalent to the employee's NES redundancy entitlement. For example, where an employee's retention period is seven months and their NES redundancy entitlement is equivalent to twelve weeks' salary on termination of employment, the employee's actual retention period will be seven months minus twelve weeks.
- 8.24 The retention period will be extended by periods of personal/carer's leave for illness purposes taken during the retention period, up to a maximum of eight weeks, and subject to satisfactory medical evidence being provided.
- Where an absence for illness purposes exceeds eight weeks the Secretary may determine, on a case by case basis, whether the retention period should be further extended.
- 8.25 During the retention period the Secretary:
- a) will continue to take reasonable steps to redeploy the excess employee; and/or
 - b) may with four weeks' notice, in consultation with the employee, reduce the excess employee's classification as a means of redeploying the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, she or he will continue to be paid at their previous be classification for the balance of the retention period.
- 8.26 During the retention period the employee:
- a) will take reasonable steps to find alternative employment; and
 - b) actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.
- 8.27 An employee will be entitled to reasonable leave with full pay to attend necessary employment interviews from the date the employee is advised in writing that they are an excess employee or advised in writing that the Secretary has accepted an election by the employee for voluntary

redundancy under clauses 8.8 and 8.9 (during the retention period).

- 8.28 The Secretary may approve assistance for an excess employee in meeting reasonable travel and incidental expenses incurred in relation to the employee seeking alternative employment.
- 8.29 An excess employee required to move the employee's household to a new locality as a result of redeployment will be entitled to reasonable relocation costs.
- 8.30 Where:
a) the Secretary is satisfied that there is insufficient productive work available within the Department for an excess employee for the remainder of their retention period; or
b) the excess employee has been receiving redeployment assistance from a provider for two months and has not elected for voluntary redundancy under clause 8.8 and the provider certifies that there is no reasonable prospect of redeployment in the APS;
the Secretary may, with the agreement of the employee, terminate the employee's employment on the grounds that they are excess to the Department's requirements, and pay the balance of the retention period.
- 8.31 Involuntary Redundancy The Secretary may involuntarily terminate the employment of an excess employee at the end of the retention period on the grounds that they are excess to the Department's requirements.
- 8.32 An excess employee will not have their employment involuntarily terminated if the employee has not been invited to elect for voluntary redundancy, or has elected for voluntary redundancy but the Secretary has not accepted the election
- 8.33 An excess employee will not have their employment involuntarily terminated without being given four weeks notice (or five weeks notice for an employee over 45 years of age with at least five years of continuous service) of termination of employment, or payment in lieu of notice. A period of notice may run concurrently with the retention periods.
- 8.34 Nothing in these provisions will prevent the reduction in classification of an employee as a result of applying the provisions of the PS Act.
- 8.35 Where 15 or more employees become excess the Secretary will comply with the provisions of sections 530 and 531 of the FW Act.
- 8.36 Notice of Resignation or Retirement An employee must give the Secretary at least 10 working days' written notice of resignation (including retirement), unless the Secretary agrees otherwise.

Part 9 — Review and Settlement Procedures

- 9.1 Review of Termination Decisions An employee’s employment may be terminated under section 29 of the PS Act. Termination of, or a decision to terminate employment cannot be reviewed under this Agreement. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are:
- a) the FW Act;
 - b) other Commonwealth laws (including the Constitution); and
 - c) at common law.
- 9.2 Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with s 123 of the FW Act, subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the Code of Conduct under s 15 of the PS Act.
- 9.3 Resolution of Agreement Disputes If a dispute relates to a matter arising under this Agreement, or the NES this term sets out the procedures to settle the dispute.
- 9.4 An employee who is party to the dispute may appoint a representative for the purpose of the procedures in this term.
- 9.5 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 9.6 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 9.7 The Fair Work Commission may deal with the dispute in 2 stages:
- a) the Fair Work Commission 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 the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 9.8 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

9.9

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

a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her safety; and

b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

i. the work is not safe; or

ii. applicable occupational health and safety legislation would not permit the work to be performed; or

iii. the work is not appropriate for the employee to perform; or

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

9.10

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

Appendix A — Base Salary Structure

Table 1: APS and Executive Level — Base Salary Structure

Classification	Current salary as at 1/7/2015	Salary as at 7/8/2015	Salary as at 7/8/2016	Salary as at 7/8/2017
	\$ per annum	2% increase	1.5% increase	1% increase
	135656	138369	140445	141849
	132809	135465	137497	138872
	128752	131327	133297	134630
	120326	122733	124574	125819
EL 2	114440	116729	118480	119665
	109355	111542	113215	114347
	106052	108173	109796	110894
EL 1	98647	100620	102129	103151
	89501	91291	92660	93587
	85385	87093	88399	89283
	83141	84804	86076	86937
	80041	81642	82866	83695
APS 6	76207	77731	78897	79686
	75307	76813	77965	78745
	72976	74436	75552	76308
	71057	72478	73565	74301
APS 5	69110	70492	71550	72265
	66995	68335	69360	70054
	65234	66539	67537	68212
	63601	64873	65846	66505
APS 4	61989	63229	64177	64819
	59751	60946	61860	62479
	58179	59343	60233	60835
	56711	57845	58713	59300
APS 3	55305	56411	57257	57830
	53900	54978	55803	56361
	52481	53531	54334	54877
	51203	52227	53010	53541
	49907	50905	51669	52185
APS 2	48629	49602	50346	50849
	47466	48415	49142	49633
	46218	47142	47849	48328
	44392	45280	45959	46419
APS 1	43224	44088	44750	45197

Grandfathering Provision – Legal and Public Affairs Roles

1. Ongoing employees substantively assigned to a role recognised as a Legal Officer or Public Affairs Officer consistent with the Department of Broadband, Communications and the Digital Economy Enterprise Agreement 2011 – 2014 on the last working day before this Agreement comes into effect, will have:
 - a. the salary structure (Table 2 or Table 3 of that agreement); and
 - b. qualifications requirements; and
 - c. associated salary advancement arrangements (Appendix B of that agreement)

as provided in the relevant clauses (Appendix B) of that agreement, maintained and treated as the applicable salary structure for all purposes under this Agreement.
2. Where an employee to which this clause applies is assigned to a role on an ongoing basis or a non-ongoing basis for periods of 12 months or more, which is not a Legal Officer or Public Affairs Officer role as defined in this clause; the provisions of this clause will cease to apply to that employee and cannot apply ever again.
3. Where an employee to which this clause applies is assigned to a role on a non-ongoing basis, which is not a Legal Officer or Public Affairs Officer role as defined in this clause; the provisions of this clause will cease to apply to that employee for no less than the duration of the temporary assignment. The provisions of this clause will only be reinstated where the employee returns to their original Legal Officer or Public Affairs officer role within a period of up to 12 months.

Appendix B — Remote Localities Assistance

- 1 The Secretary will approve remote locality assistance to an employee working in a remote locality listed in Table 1.
- 3 Additional annual leave accrues in accordance with Table 1.
- 4 DA rates are listed in Table 2. DA is paid and adjusted in accordance with the rates advised by the relevant subscription service.
- 5 Leave fares accrue once each year or once every two years in accordance with Table 1. A leave fare entitles the employee and eligible dependants to an economy class return air fare from the employee's work locality to the nearest capital city.
- 6 An annual leave fare will lapse two years from the date the leave fare accrued and a biennial leave fare will lapse four years from the date the leave fare accrued.
- 7 Employees who are not on probation may elect to receive their leave fare entitlement as a cash payment as approved by the Department. This election may be made at any time.
- 8 The Secretary may approve fares assistance in exceptional circumstances.
- 9 The Secretary may determine that some or all of the remote locality related provisions may apply to employees engaged in other localities, where such a need arises.

Table 1

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

Locality	Additional annual leave (weeks) subclause a)	District allowance grading subclause b)	Leave fares subclause c)	Other fares subclauses d), e) and f)
Barcaldine	0.6	B	Annual	Yes
Biloela	0.4	A		Yes
Bowen	0.4	A	Biennial	Yes
Burketown	1.4	D	Annual	Yes
Cannonvale	0.4	A	Biennial	Yes
Charleville	0.4	A	Biennial	Yes
Cloncurry	0.6	B	Annual	Yes
Cooktown	0.6	B	Biennial	Yes
Doomagee	1.4	D	Annual	Yes
Emerald	0.4	A		Yes
Hopevale	0.6	B	Biennial	Yes
Longreach	0.6	B	Annual	Yes
Mt Isa	0.6	B	Annual	Yes
Mornington Island	1.4	D	Annual	Yes
Normanton	1.4	D	Annual	Yes
Palm Island	0.6	B	Annual	Yes
Roma	0.4	A	Biennial	Yes
Thursday Island	1.4	D	Annual	Yes
Weipa	1.4	D	Annual	Yes
NORTHERN TERRITORY				
Alice Springs	1.0	B	Annual	Yes
Borroloola	1.4	D	Annual	Yes
Katherine	1.4	D	Annual	Yes
Maningrida	1.4	D	Annual	Yes
Nhulunbuy	1.4	D	Annual	Yes
Tennant Creek	1.4	D	Annual	Yes
Tiwi Islands	1.4	D	Annual	Yes
Wadeye	1.4	D	Annual	Yes
Yuendumu	1.4	D	Annual	Yes
SOUTH AUSTRALIA				

Locality	Additional annual leave (weeks) subclause a)	District allowance grading subclause b)	Leave fares subclause c)	Other fares subclauses d), e) and f)
Ceduna	0.4	A	Biennial	Yes
Coober Pedy	0.6	B	Annual	Yes
WESTERN AUSTRALIA				
Broome	1.0	C	Annual	Yes
Carnarvon	0.4	A	Biennial	Yes
Derby	1.4	D	Annual	Yes
Fitzroy Crossing	1.4	D	Annual	Yes
Halls Creek	1.4	D	Annual	Yes
Kalgoorlie	0.4	A		Yes
Karratha	1.0	C	Annual	Yes
Kununurra	1.4	D	Annual	Yes
Laverton	0.6	C	Annual	Yes
Meekatharra	0.6	B	Annual	Yes
Newman	1.0	C	Annual	Yes
South Hedland	1.0	C	Annual	Yes

Table 2

District Allowance Grade	Without Dependants Rate with effect from / commencement \$	With Dependants Rate with effect from commencement \$
A	978.06	1944.61
B	2554.45	4671.66
C	3590.04	6328.60
D	5753.28	9308.80

Appendix C — Rostered Employees

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

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

Ordinary Hours of Duty

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

Shift Penalties

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

Table 1

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

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

Appendix D — Supported Wage System for Employees with a Disability

Eligibility Criteria

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

Supported Wage Rates

- 2 Employees to whom the provisions of this Appendix apply will be paid the applicable percentage of the relevant salary for which the employee is engaged under this Agreement relevant to the employee's assessed capacity, provided that the amount payable will be not less than the minimum prescribed rate set by the relevant Government body.
- 3 Where an employee's assessed capacity is 10%, he or she will receive a high degree of assistance and support.

Assessment of Capacity

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

Lodgement of Assessment Instrument

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

Review of Assessment

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

Other Employment Conditions

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

Workplace Adjustment

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

Trial Period

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

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

The minimum amount payable to the employee during the trial period will be no less than \$80 per week, increased in line with decisions by the relevant Government body.

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

Definitions

AAIs — means the Model Accountable Authority Instructions made under the *Public Governance, Performance and Accountability Act 2013* as in force from time to time.

Agreement — means the Department Communications Enterprise Agreement 2015 - 2018.

APS — means the Australian Public Service.

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

Base Salary — means the salary assigned to the classification level of the employee's nominal occupancy. Base salary does not include temporary reassignment of duties or any other allowance.

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

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

Department — means the Commonwealth of Australia as represented by the Department of Communications.

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

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

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

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

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

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

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

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

Long term casual employee - means the employee is a casual employee and the employee has been employed by the employer on a regular and systematic basis for a sequence of periods of

employment during a period of at least 12 months.

NES— National Employment Standards.

Performance Management System — means the Department's performance management system which establishes individual performance expectations that align with the business and corporate goals and priorities and requires ongoing and regular feedback through discussions between managers and employees.

Probation - means a period of 6 months when an employee is first employed, which allows either the employer or the employee to terminate the employment for any reason. The purpose of a probationary period is for both parties to decide whether the employee is suited to the position and/or employer's business.

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

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

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

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

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

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

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