

**Department of Sustainability,
Environment, Water, Population
and Communities**

Enterprise Agreement 2011–2014

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PART 1 - TECHNICAL MATTERS

TITLE

1.1.

This Agreement is known as the Department of Sustainability, Environment, Water, Population and Communities Enterprise Agreement 2011 – 2014.

PURPOSE OF AGREEMENT

1.2.

This Agreement provides the terms and conditions of employment for the Department's employees covered by the Agreement. This Agreement makes an important contribution to increasing the Department's efficiency and effectiveness, improving the Department's policy and program outcomes, and enhancing the quality of working lives of employees. Achieving these goals will require continuing commitment by both managers and employees.

OBJECTIVES

1.3.

The Department of Sustainability, Environment, Water, Population and Communities is responsible for implementing the Australian Government's policies to protect the environment and promote a sustainable way of life.

1.4.

The work we do over the coming years will be critical in shaping Australia's future and will directly affect households, communities, businesses, industries and the natural environment. We will need to meet a number of important challenges, including:

- helping to protect Australia's unique biodiversity;
- improving how water resources are managed, particularly in the Murray-Darling Basin;
- adapting to the impacts and challenges of climate change;
- contributing to closing the gap on Indigenous disadvantage;
- developing a national sustainable population strategy; and
- contributing to affordable housing access.

We are also committed to making deep and lasting improvements to the way we operate. This will involve addressing:

- our leadership capabilities and behaviours;
- how we elicit the best from our people;
- how we relate to our stakeholders; and
- our business systems and governance practices.

PARTIES COVERED BY THIS AGREEMENT

1.5.

This Agreement is made under section 172 of the *Fair Work Act 2009*. In accordance with section 53 of the *Fair Work Act 2009*, this Agreement covers:

- (i) the Secretary of the Department of the Sustainability, Environment, Water, Population and Communities; and
- (ii) all employees whose employment is, at any time when the Agreement is in operation, covered by the Agreement (in accordance with clause 1.6); and

- (iii) the following unions if Fair Work Australia notes in its decision to approve this agreement that it covers that particular union:

Australian Salaried Medical Officers' Federation (ASMOF);

Australian Workers' Union (AWU);

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU);

Community and Public Sector Union (CPSU); and

Media, Entertainment and Arts Alliance (MEAA).

COVERAGE

1.6.

This Agreement applies to all non-Senior Executive Service (SES) employees in the Department employed under the *Public Service Act 1999*.

1.7.

Employees performing duties temporarily at the SES level will continue to be subject to this Agreement but may have additional entitlements in accordance with the flexible remuneration provisions, and/or a common law agreement with, or a determination made by the Secretary, as normally applied to Department SES.

DURATION

1.8.

This Agreement will commence operation seven (7) days after approval by Fair Work Australia and will nominally expire on 30 June 2014.

EFFECT OF AGREEMENT ON PRE-EXISTING ARRANGEMENTS

1.9.

This Agreement is a comprehensive agreement and to avoid doubt displaces in its entirety the Department of the Environment, Water, Heritage and the Arts Enterprise Agreement 2009-2011.

1.10.

It is acknowledged that employment under this Agreement is subject to, but not limited to, the provisions of the following acts and regulations or instruments made under the acts:

Administrative Decisions (Judicial Review) Act 1977;

Age Discrimination Act 2004;

Archives Act 1983;

Crimes Act 1914;

Disability Discrimination Act 1992;

Fair Work Act 2009;

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009;

Financial Management and Accountability Act 1997;

Freedom of Information Act 1982;

Human Rights and Equal Opportunity Commission Act 1986;

Long Service Leave (Commonwealth Employees) Act 1976;

Maternity Leave (Commonwealth Employees) Act 1973;

Occupational Health and Safety Act 1991;
Privacy Act 1988;
Public Employment (Consequential and Transitional) Amendment Act 1999;
Public Service Act 1999;
Racial Discrimination Act 1975;
Safety, Rehabilitation and Compensation Act 1988;
Sex Discrimination Act 1984;
Superannuation Act 1976;
Superannuation Act 1990;
Superannuation Act 2005;
Superannuation (Consequential Amendments) Act 2005;
Superannuation Benefits (Supervisory Mechanisms) Act 1990; and
Superannuation (Productivity Benefit) Act 1988.

NO EXTRA CLAIMS

1.11.

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

VARIATIONS TO THE AGREEMENT

1.12.

This Agreement may only be varied in accordance with the *Fair Work Act 2009*.

DELEGATION

1.13.

The Secretary may, by instrument in writing, delegate or authorise to a person, any of the Secretary's powers or functions under this Agreement, except for this power of delegation and may do so subject to conditions.

1.14.

A power exercisable by any employee of the Department under this Agreement may be exercised by the Secretary.

FORMAL ACCEPTANCE OF THIS AGREEMENT

This Agreement is made and approved under section 172 of the *Fair Work Act 2009*.

.....

Secretary, Department of Sustainability, Environment, Water, Population and Communities.

Dated

.....
Australian Workers' Union (AWU)

Dated

.....
Australian Manufacturing Workers' Union (AMWU)

Dated

.....
Community and Public Sector Union (CPSU)

Dated

.....
Media, Entertainment and Arts Alliance (MEAA)

Dated

.....
Australian Salaried Medical Officers' Federation (ASMOF)

Dated

.....
Sheryl Hedges, Bargaining Representative

Dated

.....
Tom Smith, Bargaining Representative

Dated

.....
Vanessa Smith, Bargaining Representative

Dated

.....
Deborah Bourke, Bargaining Representative

Dated

PART 2 - DEVELOPING OUR PEOPLE

STUDY SUPPORT SCHEME

2.1.

The Department encourages its employees to undertake formal study in fields which link to the achievement of its corporate goals. The Department's Study Support Scheme encourages employees to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses by providing access to study leave during normal hours of duty. Operation of the Department's Study Support Scheme is in accordance with the Study Support Scheme Guidelines as varied from time to time.

Eligibility

2.2.

Ongoing employees, and non-ongoing employees engaged for a specified term or specified tasks contracted for periods of 12 months or longer, are eligible to apply for study leave (with or without pay) and financial assistance under the Department's Study Support Scheme. Non-ongoing employees engaged for a specified term or specified tasks contracted for periods of less than 12 months may apply for limited study leave under the Study Support Scheme.

Financial Assistance

2.3.

The delegate may approve financial assistance to employees undertaking approved studies under the Department's Study Support Scheme. Financial assistance is in the form of a bursary of 50% of the bursary payment at the beginning of each semester and 50% of the bursary payable on the successful completion of the unit/s. The amounts are:

- a. University students - \$1250 per semester – total \$2500 for academic year;
- b. TAFE/CIT or equivalent - \$625 per semester – total \$1250 for academic year; and
- c. Other Departmental approved vocational institutions - \$625 per semester – total \$1250 for academic year.

The bursary payment is not payable to employees on study leave without pay.

2.4.

The delegate may approve the costs of a training course of study in a tertiary institution where the course is approved as part of the employee's job related key responsibilities in their performance agreement, where it meets the requirements of the business and use of the training program is cost effective. The delegate may approve reasonable time off to travel to and from the tertiary institution.

STUDY LEAVE

2.5.

Study leave is not automatic, and is always subject to the operational requirements of the section/branch where staff work. The Department considers it is good practice for an employee to discuss with their manager, at the beginning of each semester, course outlines and leave requirements.

2.6.

Staff undertaking:

- a. external studies/distance education; and/or
 - b. study activities related only to the preparation and presentation of a thesis;
- may apply for:
- a. leave with full pay to travel to and from and attend residential courses or seminars, or any other compulsory study activities required for successful completion of the course of study; and
 - b. up to 42 hours leave with full pay each semester for study activities.

2.7.

Staff undertaking studies on the campus of a tertiary institution (i.e. not those covered in clause 2.6 of this Agreement) may apply for up to 75 hours of leave with pay per semester, subject to discussion with the manager, to travel to and attend study activities approved under the Department's Study Support Scheme.

Study leave without pay may be granted by the delegate for a maximum period of 12 months to allow employees to undertake full-time study. Periods of study leave without pay for periods longer than 12 months will be considered in exceptional circumstances. Study leave without pay does not count as service for any purpose except as provided for under the *Superannuation Act 1976*, the *Superannuation Act 1990* and the *Superannuation Act 2005*.

Indigenous Study Support

2.8.

Aboriginal and Torres Strait Islander employees may apply for up to 150 hours leave per semester with pay for approved study activities.

2.9.

The Department will cover fees (as defined in the interpretations/definitions in Part 12 of this Agreement) for Aboriginal and Torres Strait Islander employees, for study to obtain entry into a tertiary institution and a qualification at tertiary level approved under the study leave provisions. Where fees are covered under this clause an employee will also be entitled to the bursary provided under clause 2.3.

INDIGENOUS EMPLOYMENT AND CAPABILITY STRATEGY

2.10.

The Department will maintain the position of Indigenous Development Coordinator responsible for implementing the Indigenous Employment and Capability Strategy. The Strategy will continue to provide recruitment, career development opportunities and workplace support to Aboriginal and Torres Strait Islander people. Where appropriate, development support may extend to Aboriginal and Torres Strait Islander employees living in jointly managed parks, including non-ongoing employees.

SECONDMENT FOR PROFESSIONAL DEVELOPMENT

2.11.

Where an employee has an opportunity to work with a Local, State or Commonwealth Government agency or another organisation that will assist in developing capabilities that are relevant to their role or career path within the Department, a delegate may agree to the employee's secondment for a period of no more than 12 months subject to operational requirements, provided agreement can be reached with the host organisation for recovery of the employee's salary costs.

PART 3 - MANAGING PERFORMANCE

PRINCIPLE

3.1.

The Department recognises that people will do their jobs better when they understand the behavioural and conduct expectations of them, their work and how it supports the Department's goals, receive regular and honest feedback on their performance and know that good performance is recognised and valued.

REWARDS AND RECOGNITION PROGRAM

3.2.

The Department will participate in APS-wide recognition and reward schemes, and is committed to Departmental initiatives to recognise high performance by individuals and teams.

PERFORMANCE MANAGEMENT STRATEGY

3.3.

All employees covered by this Agreement are required to participate in the Department's Performance and Development Scheme and meet their obligations as detailed in the Department's Performance and Development Scheme Guidelines. The only exceptions are non-ongoing staff who have been contracted for less than three (3) months and expeditioner employees who are subject to clauses 11.40 – 11.42 of this Agreement. The primary obligation of all employees under this scheme is to have a new annual performance agreement with their manager in place by August 31 each year or within one (1) month of commencing in a different position. The scheme aims to provide each employee with regular opportunities to discuss with their supervisor performance expectations and the extent to which expectations have been met. It also enables employees to discuss with their supervisor their development needs for both their current responsibilities, and broader career development.

3.4.

The Department's Performance and Development Scheme is intended to provide structured support for, rather than to replace, the day-to-day provision of guidance, recognition and exchange of feedback in the Department's workplaces. The Department is committed to ongoing improvement and refinement of the Performance and Development Scheme, and will continue to consult with employees and their representatives in any changes to the scheme over the life of this Agreement.

3.5.

The Department's Performance and Development Scheme will be structured to review and assess the performance of all staff with particular recognition of high performers. Assistance and support is to be provided for those who require further development and for those who demonstrate an unsatisfactory standard of performance, consistent with the Department's Performance and Development Scheme Guidelines.

3.6.

Managers within the employee's direct reporting line may require a copy of the performance agreement of an individual staff member in their branch or division for management purposes.

3.7.

All employees with exceptions listed in clause 3.3 should record their performance development agreement, mid-cycle and end of cycle discussion on their Performance Development Scheme Template in Employee Self Service (ESS).

3.8.

Employees may seek a review of their annual rating in accordance with the Department's Performance and Development Scheme. If the employee is not satisfied with the outcome of the review the employee may be entitled to a review in accordance with Part 12 of this Agreement.

MANAGING UNDERPERFORMANCE

Principles

3.9.

Where underperformance is identified the Department will work with employees and managers to achieve effective performance.

3.10.

In recognition that unsatisfactory performance of duties sometimes occurs, the following procedures will ensure fair and timely management of individual underperformance cases. A three stage process enables management to be done in an appropriate manner.

3.11.

Where individual cases of unsatisfactory performance are identified the emphasis of any management intervention will be:

- a. to assist and guide the employee to improve their performance to a satisfactory level that will enable their skills, knowledge and experience to be retained; and
- b. to encourage their renewed and continuing effective and positive contribution to objectives and outcomes.

3.12.

These underperformance provisions do not apply:

- a. during a period of probationary employment;
- b. in cases of suspected breaches of the APS Code of Conduct;
- c. where there is a health related reason for the underperformance; or
- d. where an essential qualification has been lost.

Initial Action

3.13.

Managers who identify underperformance issues will undertake immediate and reasonable informal measures to address the issues with the employee before proceeding if required, to informal and formal underperformance management procedures outlined below.

Informal Process

3.14.

The manager will discuss the underperformance issues with the employee and clearly explain where performance is not satisfactory. The manager and employee must promptly and jointly develop and implement strategies to address the underperformance. These strategies should be given a reasonable period (four [4] to eight [8] weeks) to take effect before any formal underperformance procedures are implemented.

3.15.

An employee may be accompanied by a person of their choice, during any part of the following informal and formal proceedings, to support, assist and speak on their behalf.

3.16.

Written records of formal and informal discussions with the employee regarding work performance will be maintained by the manager. The employee is to be given a copy of the record, and if they do not agree with the record as it is written, they should prepare a dissenting version, which is to be maintained as part of the record.

Formal Process

3.17.

Where the strategies in clause 3.14 do not result in an acceptable level of improved performance the manager will notify the relevant corporate management branch of their intention to implement formal underperformance procedures and request the delegate to issue the employee with a formal warning.

3.18.

Where the delegate agrees, and determines that the informal process has clearly been undertaken to the extent that the provision under clause 3.17 has been satisfied, the formal warning will be issued to the employee and will set out:

- a. details of the required standards for the duties the employee has been assigned and how the employee has failed to meet those standards;
- b. details of how the employee's performance will be assessed; and
- c. the possible consequences if the employee has not attained and sustained the required standards by the end of the assessment period.

3.19.

An independent person (the assessor), who will be agreed to by both parties, and the delegate, will conduct a fair and impartial assessment of the employee's work performance over an agreed period of time (this should normally be not less than six [6] weeks and not longer than 12 weeks). Should the parties be unable to agree on an independent person within seven working days, the delegate will make that appointment.

Assessor

3.20.

Where the delegate has appointed an assessor, this person will meet with the employee and their manager to set performance objectives and standards for the assessment period and detail how the employee's performance will be assessed.

3.21.

The assessor will provide the employee, manager and delegate with regular feedback regarding the employee's performance during the assessment period.

3.22.

Where the employee is on approved personal leave the assessment period will be deferred during the period of leave, and recommence on the employee's return to work.

3.23.

At the end of the assessment period, if the employee's work performance is assessed as meeting the required standard, the assessor will report this finding to the delegate. If the delegate:

- a. agrees with the finding, the employee will be advised and no further action will be taken; or
- b. does not agree, the employee will be advised and a decision will be made as to further action to be taken.

Failure to meet required standard

3.24.

If the employee is assessed as not having met the required standard, the assessor will report this finding to the delegate. The delegate will advise the employee of the finding and of the action he/she proposes to take, which may include one or more of the following:

- a. termination of employment;
- b. reduction in classification (ongoing employees only);
- c. reassignment of duties (ongoing employees only); or
- d. some other appropriate action.

3.25.

The employee will be given seven (7) working days from the receipt of the advice to respond to the findings and the action proposed.

3.26.

At the end of the seven (7) working days the delegate, having considered any matters raised by the employee, may issue a notice of termination of employment or effect the reassignment of duties at or below current classification or reduction in classification of the employee.

3.27.

A notice of termination of employment will be in accordance with section 29 of the *Public Service Act 1999* and the *Fair Work Act 2009*.

3.28.

A termination takes effect:

- a. after four (4) weeks from the date the notice is given; or
- b. after five (5) weeks from the date the notice is given for an employee over 45 years old with at least two (2) years continuous service.

3.29.

An employee may be paid in lieu of the notice period in clause 3.28.

3.30.

If an employee is reduced in classification without their consent, they may seek a review of the action in accordance with section 33, Review of Actions, of the *Public Service Act 1999*.

3.31.

Where, within a 26 week period following an employee's successful completion of an assessment period, the employee is again identified as failing to meet required performance standards, there will not be a strict requirement to recommence the above formal process. Decisions about process in these circumstances will be made, by the delegate, in line with the principles of natural justice, relevant legislation and legal and administrative precedent.

3.32.

Reassignment of duties at the employee's classification level takes effect seven (7) days after the date approved by the delegate.

3.33.

A notice of reduction takes effect 28 days after the date the reduction is approved by the delegate. Should the employee make application to the Merit Protection Commissioner for an independent external review, and that review overturns the initial decision, the employee will receive back pay for the period between the date of effect and the date of reinstatement.

3.34.

The Department will provide managers with support and resources (including training where appropriate) to effectively implement the underperformance provisions of this Agreement.

PART 4 - WORKING HOURS/FLEXTIME/OVERTIME

PRINCIPLE

4.1.

The Department will provide a flexible approach to working arrangements that assists employees and the organisation to balance work and personal priorities. A sufficient number of employees meeting both safety and operational requirements, as determined by the relevant Branch Head and/or as required by any relevant legislation, should be at work to meet client needs during normal business hours.

HOURS OF DUTY

Ordinary hours of work

4.2.

For full-time employees covered by this Agreement the ordinary hours of work are 37 hours 30 minutes per week to be worked on the basis of 7 hours and 30 minutes each day, Monday to Friday.

4.3.

For administrative purposes, ordinary hours of work are considered to be worked on Monday to Friday between the hours of 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm (7 hours 30 minutes per day).

4.4.

For part-time employees, ordinary hours are the regular hours agreed in their part-time work agreement.

Core Hours

4.5.

All employees must attend for work during core hours unless they have the prior approval of their supervisor to be absent on flex or other leave. Core hours for full-time employees are usually 9.30 am to 12.00 noon and 2.00 pm to 3.00 pm.

4.6.

Where an employee is unexpectedly unable to attend work, the employee, or where they choose, the employee's representative, must contact the employee's supervisor before the commencement of core hours, unless it is not reasonable to do so.

4.7.

A manager, after consultation with the delegate, may vary the core hours for their workplace because of operational requirements after discussion with and the agreement of the majority of the affected employees.

4.8.

Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement (e.g. flexible working arrangements and flex leave) will cease to be available until the employee resumes or is granted leave.

Recording Attendance

4.9.

Employees are required to record each day, their actual time of arrival at work, departure from work, and any meal and other breaks taken.

4.10.

Full time employees must work 150 hours over a four (4) week settlement period. During periods where employees are absent from work with approval (e.g. public holidays or periods of leave, excluding flex leave) employees must record 7 hours 30 minutes a day on their record of attendance for the purposes of calculating hours worked within a settlement period.

4.11.

Part-time employees record their hours based on their agreed part-time working arrangement.

Meal Break

4.12.

Employees must take a minimum meal break of 30 minutes after working continuously for a five (5) hour period except when the hours worked on that day are six (6) hours or less and the employee has requested to work beyond the five (5) hour period.

Lactation Breaks

4.13.

Nursing mothers are entitled to take lactation breaks as and when needed. Suitable facilities will be provided where possible.

CHRISTMAS CLOSEDOWN

4.14.

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

4.15.

Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay).

4.16.

There will be no deduction from Recreation or Personal leave credits for the closedown days.

4.17.

In cases where employees are required by their manager to work during this period, they must be provided with two (2) days of time off in lieu to be taken within four (4) weeks of New Year's Day or at an alternative time agreed between the employee and their manager.

4.18.

Duty performed on the week day immediately following the Boxing Day public holiday or its substitute will be paid as public holiday duty.

4.19.

Shiftworkers required to work between Christmas and New Year's Day will also be entitled to these two (2) days off in lieu. Detailed arrangements, including when additional leave under this clause should be taken, designed to take into account the working patterns of shiftworkers, will be developed by the local manager.

PERSONAL RECORD KEEPING

4.20.

To assist the Department to meet its responsibilities regarding audit requirements, employees are required to maintain personal records as required by this Agreement, the *Archives Act 1983* and outlined in the Department's employment policies and guidelines.

FLEXTIME

4.21.

The Department's Working Arrangements Scheme is a cooperative arrangement between management and employees, which provides for optimal organisational flexibility to meet operational requirements and deliver client services, and flexible working hours for employees to balance their work and personal lives. Under these arrangements employees will be able to balance personal and work needs, and work their required or ordinary hours of work in a flexible manner. The following flexible working arrangements apply to employees employed in classifications at APS1-6 level (except those who work on a shift roster or fixed daily hours basis), and trainees.

4.22.

Under these arrangements employees can either work their required or regular hours of duty in a flexible manner, or in respect to a settlement period, elect a working pattern (following consultation with their manager) that will enable the employee to nominate those days over the course of the settlement period that will be covered by flex leave.

Approval of such arrangements is subject to operational requirements.

4.23.

For the purposes of calculating flextime the working day will be 7 hours 30 minutes.

Flextime Bandwidth

4.24.

The span of hours (flextime bandwidth) during which employees may work their ordinary hours of work is usually 7.00 am to 7.00 pm, Monday to Friday. It is expected that these flextime bandwidth hours will meet most of the Department's operational requirements.

4.25.

After discussion and the agreement of the majority of affected employees, a manager, after consultation with the delegate, may vary the flextime bandwidth for a workplace. However, the maximum period over which the bandwidth may be set is 12 hours.

Settlement Period

4.26.

Employees eligible for flextime under the Department's Working Arrangements Scheme may adjust how they work their total ordinary hours over a 'four (4) week settlement period' (i.e. 150 hours) commencing on a Thursday payday and finishing on a Wednesday. Employees eligible for part-time work as set out in clauses 4.78 – 4.90 will use a two (2) week settlement period commencing on a Thursday payday and finishing on a Wednesday.

Maximum Flex Credit

4.27.

A flex credit is the accumulation of flextime in excess of the ordinary hours of duty (150 hours) over a four (4) week settlement period.

4.28.

Subject to clause 4.104 flex credits cannot be accumulated outside the flextime bandwidth hours. Where employees are required by managers to work outside the applicable bandwidth, usually 7.00 am to 7.00 pm, overtime is payable.

4.29.

Subject to clauses 4.35 – 4.36 a flex credit of 37.5 hours is the maximum credit an employee may maintain and/or carry over from one settlement period to the next. The maximum credit may be carried indefinitely.

4.30.

Subject to the agreement of an employee's manager and operational requirements, there is no limit on the amount of flex leave that may be taken by an employee during a settlement period. Flex leave may also be taken in conjunction with all forms of other leave except for Long Service Leave (LSL), in so far as it does not constitute a break in LSL, as outlined in clause 7.27 of this Agreement. Personal leave may also be an exception for the purposes of personal illness/injury.

Maximum Flex Debit

4.31.

A flex debit occurs when the time worked is less than ordinary hours of work (150 hours) over a four (4) week settlement period.

4.32.

A flex debit of 20 hours is the maximum an employee may carry over from one settlement period to the next, and it may be carried indefinitely. Where an employee exceeds this maximum, this may be treated as an overpayment of salary, and the Department may take steps to recover the overpayment in accordance with the provisions of the Chief Executive Instructions (CEIs).

4.33.

Flex debits up to the maximum of 20 hours may be carried between sections as employees move around the Department. However, when an employee ceases (or intends to cease) employment in the Department (to work with another employer either ongoing or non-ongoing) or the APS, they must either work off their debit, or if they leave employment with a debit it will be dealt with in accordance with the provisions of the CEIs.

Responsibilities of Employees and Managers

4.34.

Employees and managers will take joint responsibility for ensuring that flex credit and debit maximums are not exceeded. Employees shall take all reasonable steps to balance their flex credits and debits, and managers shall take reasonable steps to ensure that staff are not continuing to build excessive flex credits without the opportunity to access flex leave. The ability for an employee to elect a working pattern including nomination of days to be taken as flex leave should ensure that managers are more able to accommodate fluctuations in workloads in ways that do not require the employee to miss out on nominated flex leave days, subject to operational requirements.

Carry Over and Payment in Lieu of Flex Credits

4.35.

An employee must use flex credits in the work area in which they were accumulated. Where a manager certifies that due to operational requirements an employee was unable to access flex leave prior to leaving their branch:

- a. they may carry their flex credits with them (up to the maximum of 37.5 hours) with the agreement of the receiving work area; or
- b. if there is no agreement from the receiving area the employee will receive payment (from the losing area) in lieu of flex credit at single time rates up to the maximum of 37.5 hours or in accordance with any agreement under clauses 4.37 – 4.43; or
- c. where the employee ceases employment with the Department and they are unable to utilise flex credits these will be paid out at single time rates up to a maximum of 37.5 hours.

4.36.

In exceptional circumstances the delegate may determine payment in lieu of flex credits.

Working Extensive Hours

4.37.

In exceptional circumstances the Department may require employees to work extensive hours over a period of time to meet high priority operational requirements.

4.38.

Where an employee expects they may exceed the flex credit maximum of 37.5 hours at the end of the settlement period, they must discuss the situation with their supervisor, including:

- a. the immediate and ongoing work commitments for the section/branch;
- b. where there is likely to be an ongoing requirement for the employee to work extensive hours during the bandwidth, other options for redressing the workload demands on the employee; and
- c. the need for overtime duty (outside the bandwidth) to meet the extra work requirements.

Requirement to Advise Branch Head of Extensive Hours

4.39.

In addition to the requirements specified in clauses 4.34, where an employee expects they may exceed the flex credit maximum of 37.5 hours, their supervisor must advise the Branch Head, detailing the outcome of the discussion referred to in clause 4.38.

4.40.

An employee may not work hours that result in a flex credit of greater than 37.5 hours without the specific agreement of the Branch Head.

4.41.

Where, in accordance with 4.36, and with the agreement of their Branch Head, an employee accrues a flex credit in excess of 37.5 hours at the end of the settlement period, they will forward a copy of their attendance record to the relevant corporate branch, and be paid for the hours worked in excess of 37.5 hours (at single time rates).

4.42.

Before agreeing to an employee accruing a flex credit in excess of 37.5 hours, the Branch Head should review the matter in consultation with the relevant Section Head with a view to effectively addressing the staffing issues associated with the immediate and ongoing work commitments of the section/branch.

4.43.

Supervisors and Branch Heads are unable to direct an employee to work additional hours within the bandwidth (i.e. flextime) where this would result in a flex credit exceeding the maximum flex credit of 37.5 hours.

Reduction in Flex Credit

4.44.

During the discussion referred to in clause 4.38, the employee and supervisor should also seek to agree on a time during the following settlement period where the employee may access at least one (1) day flex leave to reduce their flex credit to below the maximum credit level. Where an employee has reached or is close to reaching the maximum flex credit, a request for flex leave will not be unreasonably refused.

TRAVELLING TIME

4.45.

Employees at APS 1 to 6 levels, required to travel within Australia on Departmental business, may include the travel time as ordinary working hours on their standard Departmental attendance record. Employees at other levels are expected to travel for reasonable periods of time outside normal business hours where this is necessary to perform their work.

REVERSION TO ORDINARY HOURS

4.46.

Employees may be reverted to ordinary hours (without access to flextime arrangements) where:

- a. the supervisor reasonably considers the employee's attendance is unsatisfactory; and/or

- b. the supervisor reasonably considers that the employee is misusing the flexible working arrangements.

4.47.

Where reversion to ordinary hours is being considered, the supervisor must discuss the proposed action with the affected employee prior to making their decision. Where requested to do so by the employee, a supervisor shall provide a written explanation of his/her reasons for requiring the employee to revert to ordinary hours.

4.48.

Where an employee has been reverted to ordinary hours, they will work the prescribed ordinary hours of duty (i.e. 7 hours and 30 minutes per day) from 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm

4.49.

Access to flexible working arrangements may be restored where a supervisor is satisfied that an employee's attendance is satisfactory.

4.50.

Where employees who have been reverted to ordinary hours are required to work additional hours, they will receive overtime payments for all duty performed outside their ordinary hours of work.

WORKING AWAY FROM THE OFFICE

4.51.

Where a manager and employee agree that there is benefit to the Department for the employee to work away from the office, on a short-term non-ongoing basis, and for a period of no greater than 14 calendar days (unless in exceptional circumstances) the delegate may agree to the arrangement.

HOME BASED WORK

4.52.

Home based work is a voluntary agreement between the Department and an employee that enables work to be performed at home. Home based work can be initiated by an employee or by a manager and requires consultation between both the employee and the manager. Applications for home based work will be considered on a case by case basis by the delegate taking into account the Department's operational requirements in accordance with the Department's Home Based Work Policy.

SHIFTWORK & FIXED DAILY HOURS

4.53.

A shiftworker is an employee at APS 1 to 6 level who is generally rostered to perform ordinary duty outside the period of 6.30 am to 6.00 pm, Monday to Friday, and/or on Saturdays, Sundays or public holidays for an ongoing or fixed period. Staff employed on a fixed daily hours or shift roster basis are not covered by the Department's Working Arrangements Scheme (clauses 4.21 – 4.44). This definition does not prevent an Executive Level employee requesting to work on a part-time basis under clause 4.80.

4.54.

The majority of employees who work on a fixed daily hours or shift roster basis are in receipt of commuted penalty payments as detailed in clauses 4.65 – 4.68.

4.55.

Where for operational reasons, the Department considers that employees in a work area should work fixed daily hours or shiftwork, the Department may require an employee to work these hours. The actual hours of work and rostering arrangements will be determined at the work place (including any arrangements for working additional hours towards an accrued day off) by the local manager after consultation with affected employees.

4.56.

The Department may change fixed daily hours or shiftwork rosters by mutual consent of the manager and affected employees at any time or by amendment of the roster on ten (10) working days notice given by the manager to the affected employees. In the absence of consent or ten (10) working days notice, employees will be paid overtime for work outside the previously rostered hours of duty. Payments on this basis will be continued for each changed shift until employees have received ten (10) working days notice of the shift changing. However this payment does not apply where an agency is unable to give ten (10) working days notice because of the sickness or unanticipated absence of another employee.

4.57.

Removal from a roster will:

- a. be made through the giving of 28 calendar days notice by the delegate to affected employees, unless it is not reasonably practicable to do so; and
- b. in the case of a fixed daily hour or shiftwork roster, entail the affected employees reverting to ordinary hours, no longer being considered to be on a fixed daily hour or shiftwork employee for the purposes of this Agreement.

4.58.

For employees who have been on a fixed roster (shiftwork or fixed daily hours) for four (4) years or more, salary maintenance for a three (3) month period (including a 28 day notice period) will be provided.

4.59.

Employees working fixed daily hours or on a shift roster basis may exchange shifts or rostered days off with another employee by mutual agreement, and the consent of the manager. Shifts and rostered days off must not be exchanged if the arrangement would entitle either employee to an overtime payment.

4.60.

Except at the regular changeover of shifts an employee should not be required to work more than one (1) shift in each 24 hours.

4.61.

Where employees employed on a fixed daily hours or a shift roster basis are required to work additional hours, they will receive overtime payments for all duty performed outside their rostered or fixed hours. An employee may elect to take time off at overtime rates in lieu of overtime payments subject to operational requirements and approval of the delegate. Where an employee ceases employment with the Department and their manager certifies that they were unable to access their time in lieu credits prior to ceasing, they will receive payment for their credits.

4.62.

Shift penalty payments will not be taken into account in the calculation of overtime or in the calculation of any allowance based on salary.

4.63.

Where, an employee is working a regular roster (i.e. shiftworker) and is rostered not to work on a public holiday they will be granted, if practicable, within one (1) month after the holiday, a day's leave in lieu of that public holiday. Where it is not practicable to grant a day off, the employee will be paid one (1) day's pay at ordinary rates.

4.64.

Employees employed on an irregular or intermittent basis to perform shiftwork, who do not receive commuted penalty payments, will be paid the following penalty rates:

Rostered time of ordinary duty	Penalty rate
Ordinary duty performed on a shift (Monday – Friday), any part of which falls between 6 pm and 6.30 am	15%
Ordinary duty performed on Saturday	50%
Ordinary duty performed on Sunday	100%
Ordinary duty performed on a public holiday	150%

COMMUTED PENALTY PAYMENTS

4.65.

Employees who work on a shift roster basis shall be paid a percentage of their base salary in lieu of claiming penalty payments for such shiftwork. This payment shall be calculated as an annual amount and paid on a fortnightly basis and be known as a commuted penalty payment.

4.66.

The commuted penalty percentage is based on the payments payable at clause 4.63 and the penalty rates noted at clause 4.64. The applicable rates of commuted penalties for each Park are outlined in the relevant Departmental guidelines.

4.67.

The quantum of commuted penalty payment may be adjusted to take account of changes to roster arrangements as a result of operational requirements. The number of public holidays and early/late shifts to be worked to meet operational needs will be considered by managers in consultation with their employees (and their representatives) and percentage rates changed accordingly. It is expected that only two (2) to three (3) different penalty percentages would apply to employees in each locality.

4.68.

The payment will be made during periods of personal leave, recreation leave and other paid leave with the exception of Long Service Leave.

Temporary Reassignment – Shiftwork

4.69.

Where a person undertakes temporary reassignment of duties in a position which attracts a commuted penalty payment in accordance with clauses 4.65 – 4.68, they will be paid in addition to their temporary performance loading:

- a. where the continuous period of temporary reassignment is two (2) weeks or more, the relevant commuted penalty payment; or
- b. where the continuous period of temporary reassignment is less than two (2) weeks, shift penalties in accordance with the shiftwork and fixed daily hours clauses 4.53 – 4.64.

4.70.

For the purposes of clause 4.69, a shiftworker includes an employee who is rostered to work on a weekend as part of the normal work requirements of the duties to be performed.

4.71.

Where a person, who does not usually work on a shift roster, temporarily performs duties on a shift roster basis, and as such is required to work on a weekend, they are entitled to take a corresponding number of days absence for the Saturdays and Sundays worked.

4.72.

An employee who is required to undertake higher level duties involving shiftwork will be paid a temporary reassignment loading for periods of less than two (2) weeks, calculated in accordance with the provisions of clauses 6.1 – 6.11 of this Agreement, where the employee is absent on approved leave on either side of their normal rostered days off, such that their total absence from work is ten (10) days or longer.

WORKING ARRANGEMENTS FOR EXECUTIVE LEVEL EMPLOYEES (AND EQUIVALENTS)

Agreement on Working Arrangements

4.73.

The working arrangements (including the patterns of working hours) for an Executive Level (EL) employee (and equivalents) should be agreed at the section or branch level through discussion between managers and EL employees (and equivalents). In reaching agreement on working arrangements, managers and the EL employee (and equivalents) should have regard to:

- a. the operational requirements, workload and priorities of the area, which need to be reflected in performance agreements;
- b. the need for EL employees (and equivalents) to balance work and personal life; and
- c. any other relevant factors.

EL employees are not eligible to work shiftwork (clause 4.53) or fixed daily hours (clause 4.61).

Ensuring Reasonable Hours are Worked

4.74.

Having regard to clauses 4.113 – 4.114, managers have a responsibility to ensure that EL employees (and equivalents) do not work unreasonable hours. To achieve this, managers will be required to:

- a. allocate sufficient resources to handle the ongoing workload;
- b. monitor workloads to ensure appropriate staffing levels are maintained;
- c. ensure sustained excessive periods of longer hours are not worked;
- d. put staffing strategies in place to handle workload peaks and major project work;

- e. review staffing situations in response to representations from staff; and
- f. consider the views of the employee.

Flexible Working Arrangements

4.75.

The parties to this Agreement recognise that the hours of duty of EL employees (and equivalents) are not regular or easily categorised. While the flextime provisions of the Department's Working Arrangements Scheme do not apply to EL employees (and equivalents) managers have an obligation to allow these employees flexibility in their working arrangements, including hours of work, and have the authority to grant time off in recognition of additional hours worked, where it is considered such hours are in excess of agreed working arrangements. This means that supervisors should, as appropriate, agree to absences, including whole days. Such absences do not need to be covered by official leave. However, time off will not be granted on an exact time for time basis.

4.76.

Where due to operational requirements the EL employee has been required to work additional hours outside their normal working patterns on a regular basis and/or extended hours outside the bandwidth, the manager should grant time off in recognition of additional hours worked. Where the EL employee has on frequent occasions over a one month period, worked extended hours in excess of their normal working patterns, a minimum of one day off may be granted by the manager. For very intense periods of extended working hours more than one day time off in lieu should be considered. The department considers it good practice to allow EL employees access to the time off in recognition of additional hours worked as soon as possible after the hours have been worked.

Review of Working Arrangements for Executive Level Employees

4.77.

A review involving a small group of EL employees will be undertaken directly following the commencement of this agreement to examine working arrangements for EL employees and to ensure that reasonable hours are being applied equitably and consistently across the Department. The review team will include an EL employee nominated by the CPSU and will consult with the Departmental Consultative Committee in conducting the review. The review team will provide a report with recommendations to the Workforce Management Committee within six months of the commencement of this agreement. A decision on the findings of this report will be made within one month of the report being considered by the Workforce Management Committee.

PART-TIME WORK

4.78.

The parties to this Agreement recognise the value of part-time workers to the Department and the needs/preferences of some employees to be able to work part-time. This Agreement continues to focus on removing barriers to part-time work and job-sharing.

4.79.

A part-time employee is one whose ordinary hours of work are less than 75 hours over a two (2) week settlement period commencing on a Thursday payday and finishing on a Wednesday. Part-time work is a means of assisting employees to balance their work and family or other responsibilities.

4.80.

A full-time employee may request in writing to work on a part-time basis. Subject to clause 4.81 the delegate may approve a request for part-time work. These should be considered on an annual basis. Requests for part-time work or job sharing should be considered in the light of operational requirements and cost to the Department. The delegate must advise the employee and relevant corporate branch in writing of the outcome of their request within three (3) weeks of the lodgement of the request.

4.81.

Any employee returning from parental or maternity leave will have the right to work part-time hours during the period within two (2) years of the birth (or in the case of adoption or permanent care, within two [2] years of the placement) of the child. Beyond this period approval will be given in accordance with the part-time provisions of this agreement unless part-time work does not meet operational requirements.

For other flexible work arrangements for parents, see clause 4.115.

Remuneration and other conditions are calculated on a pro rata basis, apart from allowances and payments of a reimbursement nature where a part-time employee will receive the same amount as a full-time employee.

4.82.

Part-time work arrangements, including variations, must be set out in a written part-time work agreement between the employee and manager, and copied to the relevant corporate branch. The agreement must be reviewed on an annual basis and specify:

- a. the part-time hours to be worked during a settlement period;
- b. the standard hours to be worked;
- c. the duration of the agreement;
- d. dates for a periodic review of the part-time work arrangement; and
- e. any specific arrangements that are necessary to facilitate part-time work.

4.83.

Part-time hours included in a part-time work agreement must be within the bandwidth hours as specified in clause 4.24.

4.84.

A manager may initiate the introduction of part-time employment after consideration of the operational requirements for, and cost effectiveness to, their workplaces. A full-time employee will not be required to convert to part-time hours, or a part-time employee extend their part-time hours without their agreement during the period of part-time agreement.

4.85.

A full-time employee who has approval to work part time must revert to full-time employment at the end of the agreed period unless an extension has been approved. A request to revert to full-time hours prior to the end of the agreed period, or vary the number of hours worked, should be considered in the light of operational requirements and cost to the workplace.

4.86.

In recognition of the employee's work/life balance, where during an agreed period of part-time work, a manager requires an employee to change their regular pattern of work due to a change in operational requirements, the manager, in consultation with the delegate, will provide the employee with sufficient notice, but no less than 28 days notice, unless it is not reasonably practicable to do so.

4.87.

The part-time work agreement must ensure that any single period of attendance is not less than 3 hours and 45 minutes in any one (1) day and no less than 7 hours and 30 minutes in any one (1) week.

4.88.

A part-time employee may access the Department's Flexible Working Arrangements Scheme under the same arrangements as full-time employees, by arrangement with their supervisor.

4.89.

A short-term variation of hours of work, for periods less than a settlement period, will not be taken into account in calculating a part-time employee's next accruing leave entitlement.

4.90.

A manager may require a part-time employee to perform additional duty to meet operational requirements (i.e. more hours than agreed as their regular part-time hours over the settlement period in their part-time work agreement). For employees up to and including the APS 6 classification, short-term additional duty should be managed at the local level through the Department's Working Arrangements Scheme. The employee may elect to have the additional duty paid as overtime in accordance with the provisions of clauses 4.103 – 4.112 substituting the words "regular part-time hours" for "bandwidth hours" and "ordinary hours". For employees on "shift rosters", overtime will apply for hours worked outside these rosters.

Job Sharing

4.91.

The Department encourages and will facilitate the use of job sharing arrangements where feasible. Part-time work can be used for job sharing arrangements where both employees are at the same classification level.

4.92.

Where the use of job sharing arrangements would result in greater operational efficiency, the delegate may require two (2) part-time employees at the same classification level with similar duties and compatible patterns of work, to enter into a job sharing arrangement, taking into account the need for the duties to be performed on a continuing basis. At least one month's notice must be given to the employees.

PUBLIC HOLIDAYS

4.93.

Employees will be entitled to the following public holidays:

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

- i. Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.

[Note: refer to clause 4.14 – 4.19 for arrangements relating to Christmas closedown.]

4.94.

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.

4.95.

The delegate 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.

4.96.

An employee who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.

4.97.

Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal/carer's leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

4.98.

Employees who receive a loading in lieu of leave entitlements (clause 5.9 of this Agreement) will not receive payment for a public holiday unless worked.

4.99.

Where an employee cannot work on a day for which a substituted holiday has been granted, the affected employee will work make-up time at times to be agreed without entitlement to overtime payment.

4.100.

For the purpose of clause 4.18 of this Agreement the holidays occurring during the Christmas and New Year period each year shall be regarded as consecutive.

4.101.

Payment of temporary reassignment of duties allowance at a higher level for a public holiday is only payable where the employee is in receipt of that allowance on both sides of the public holiday.

Clause 6.9 contains information on Payment During Leave and Public Holidays.

4.102.

Public Holidays will be at 'full pay' unless between two (2) periods of unpaid leave, in which case it will be deemed to be 'unpaid'.

OVERTIME DUTY

4.103.

Employees working within the APS 1 - 6 classifications who are required or requested by their manager to work outside the bandwidth, or on weekends or public holidays will be paid at overtime rates (subject to clauses 4.107 – 4.109 below). However, in accordance with clause 4.45, travel time will not be paid as overtime.

The entitlement to overtime meal allowance is contained in clause 6.16.

Clauses 4.113 and 4.114 outline the circumstances in which EL employees may receive payment for overtime.

4.104.

Overtime on a normal working day will normally only be allowed outside the bandwidth (except for those who work on a shift roster or fixed daily hours basis), where an employee is required or requested by their manager to continue work after they have completed nine (9) hours of work on that same day (excluding lunch and other breaks). In exceptional circumstances (for example in priority or emergency situations) where the manager assesses that overtime is appropriate, overtime may be approved by the delegate within the flextime bandwidth for the period worked beyond 7 hours 30 minutes.

4.105.

Where a part-time employee is required or requested by their manager to work extra duty outside their ordinary working hours the overtime rate of payment will apply.

4.106.

Where an employee who has a flex debit is requested to work overtime, they may eliminate their flex debit (at the overtime rate) before overtime is payable.

Overtime Related Dependant Costs

4.107.

Where an employee is requested and agrees to work overtime and extra care dependant costs are incurred, the provision of clauses 6.82 – 6.85 of this Agreement may apply. The estimated cost of the additional care must be declared to the manager beforehand.

Rest Break

4.108.

Employees are required to have a rest break of at least ten (10) hours including reasonable travelling time, between ceasing duty on any day (or shift) and commencing work on the next day (or shift). Where such a break is not possible, the employee involved will be paid double ordinary time rates until they have such a break.

Option to Take Time off in Lieu

4.109.

Where an employee would prefer to take time in lieu or accrue flex credit rather than receive payment for overtime duty, and their manager agrees to that arrangement, they are entitled to take that time, in either circumstance, at the same rate they would have received it as an overtime payment.

Overtime – Rate of Payment

4.110.

Overtime duty is payable at the following rates in accordance with the provisions outlined below:

Overtime Period	Rate
Monday to Friday (outside bandwidth hours)	1 ½ hours for each hour, (or part thereof rounded to the nearest 15 minutes) worked for the first three (3) hours, and two (2) hours for each hour worked thereafter.
Saturday	1 ½ hours worked for each hour worked for the first three (3) hours, and two (2) hours for each hour worked thereafter.
Sunday	2 hours for each hour worked.
Public Holidays (within ordinary hours)	1 ½ hour for each hour worked (as employees are already receiving payment for the public holiday at single time rates).
Public Holidays (outside ordinary hours)	2 ½ hours for each hour worked.

Payment for Weekends and Public Holidays

4.111.

Where an employee is requested and agrees to work overtime on a weekend or public holiday, they will be paid for a minimum period of two (2) hours at the appropriate overtime rate.

Emergency Duty

4.112.

Where an employee is called on duty to respond to an emergency at a time when they would not normally have been on duty, and they were given no notice of such a call prior to ceasing ordinary duty, they will be paid for the emergency duty at the rate of double time. The period for which this emergency payment will be made will include time necessarily spent travelling to and from duty. The minimum emergency payment under this clause will be two (2) hours at double time. This clause only applies to employees in the APS 1 - 6 classifications.

Overtime for Executive Level Employees

4.113.

The delegate may approve payment of overtime, on a case-by-case basis, to EL employees assigned to information technology duties, who perform extra duties on a regular and continuing basis to provide non-discretionary computing services that cannot be undertaken during ordinary hours.

4.114.

Other than in exceptional circumstances approved by the delegate, EL employees are not eligible to receive overtime payments. In assessing exceptional circumstances, the delegate will take into account the eligibility test set out below:

- a. the nature and extent of the overtime;
- b. whether the overtime has been directed and certified (such as on restriction);
- c. whether the nature of directions received means that the overtime must be done – that is, that it is unavoidable and can only be performed by employees at that level;
- d. whether the extra duty is regular and excessive, compared with that worked by employees generally at the same level, over a long period of time – that is, on a continuing basis, as overtime is not usually paid for one-off special tasks; and
- e. whether the extra duty is burdensome or unusually urgent.

Flexible work arrangements for parents

4.115.

An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the delegate may waive this requirement in exceptional circumstances).

4.116.

A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:

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

Note: 'long term casual employee' is defined at section 12 of the *Fair Work Act 2009*.

4.117.

A request made in accordance with clause 4.115 must be in writing and set out details of the change sought and the reasons for the change. The delegate will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.

4.118.

For the purposes of clauses 4.115 and 4.116:

- a. 'qualifying service' means service that is recognised for redundancy pay purposes; and
- b. 'casual' means an employee engaged on an irregular or intermittent basis.

PART 5 - REMUNERATION

PAYMENT OF SALARY

5.1.

Employees will be paid fortnightly and the fortnightly rate of pay will be calculated using the following formula:

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

5.2.

Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution account of their choice.

RATE OF SALARY

5.3.

Annual salary rates are set out in Schedule 1 of this Agreement.

HEAD OFFICE ANTARCTIC MEDICAL PRACTITIONER (HO AMP) RATES

5.4.

HO AMP employees will be engaged at a specific classification level depending on the qualifications and experience that have been attained, in accordance with Table 5.4.1.

TABLE 5.4.1.

APS Equivalent	Classification Level	Qualifications and Experience
EL 1	HO AMP 1.1	Registrar (Medical Practitioner in training with 3 or 4 years experience) or qualifications and/or experience deemed by the delegate to be equivalent.
EL 1	HO AMP 1.2	Accessible on satisfactory performance.
EL 2	HO AMP 2.1	Generalist (Fellow of a College) with up to 5 years specialist experience in remote medicine (or qualifications and/or experience deemed by the delegate to be equivalent).
EL 2	HO AMP 2.2	Accessible on satisfactory performance
EL 2	HO AMP 2.3	Generalist (Fellow of a College) with 5-10 years specialist experience in remote medicine (or qualifications and/or experience deemed by the delegate to be equivalent).
EL 2	HO AMP 2.4	Accessible on satisfactory performance
EL 2	HO AMP 2.5	Generalist (Fellow of a College) with over 12 years specialist experience in remote medicine (or qualifications and/or experience deemed by the delegate to be equivalent).

EL 2	HO AMP 2.6	Accessible on sustained demonstration of very high levels of performance, management and leadership and will require the approval of the delegate.
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5.5.

On the commencement of this Agreement, an existing HO AMP employee will be assigned a specific classification level depending on the qualifications and experience that have been attained, in accordance with Table 5.4.1.

5.6.

Salaries for HO AMP employees are set out in Schedule 1.

5.7.

Where:

- an existing HO AMP employee is assigned to a classification level in accordance with clause 5.5; and
- the corresponding salary in Schedule 1 would not result in at least a 4% salary increase on the commencement of this Agreement;

that employee will instead receive pay increases in accordance with clauses 5.18 - 5.20, based on the salary the employee was receiving immediately prior to the commencement of this Agreement.

5.8.

Access to pay points HO AMP 2.5 and 2.6 is restricted to the position of Chief Medical Officer, Polar Medical Unit, Australian Antarctic Division.

Employees employed on an irregular or intermittent basis

5.9.

An employee engaged on an irregular or intermittent basis, shall be paid a 20% loading in lieu of public holidays on which the employee is not rostered to work and all paid leave entitlements except Long Service Leave (LSL), which is covered by the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*. The loading is calculated in accordance with the employee's base annual salary rate. The employee will be paid for the time worked, rounded up to the nearest 15 minutes or part thereof. The minimum payment per attendance will be 2 hours.

Junior Rates

5.10.

Junior rates of pay will apply to the minimum pay point of the Department's APS 1/2 classification as follows:

Age	Rate of Pay
Under 18 years	60% of the APS 1/2 adult rate of pay.
At 18 years	70% of the Department's APS 1/2 adult rate of pay.
At 19 years	81% of the Department's APS 1/2 adult rate of pay.

At 20 years	91% of the Department's APS 1/2 adult rate of pay.
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Cadet Rates

5.11.

A cadet will be entitled to rates of pay calculated as follows:

Task	Rate of Pay
Work placement	100% of the Department's APS 1/2 adult rate of pay.
Full-time study	65% of the Department's APS 1/2 adult rate of pay.

Leave taken during periods of full-time study will be paid at the appropriate full-time study rate.

Apprentice Rates

5.12.

Subject to clause 5.13, apprentices are paid a percentage of the Department's APS Level 1/2.1 pay point as determined by the Australian Qualifications Framework (AQF) Certificate Level they are currently studying, rounded up to the nearest dollar as follows:

AQF Certificate Level	Rates of Pay
Undertaking Certificate Level 1	50% of the APS Level 1/2.1
Undertaking Certificate Level 2	65% of the APS Level 1/2.1
Undertaking Certificate Level 3	80% of the APS Level 1/2.1
Undertaking Certificate Level 4	95% of the APS Level 1/2.1

5.13.

When an employee commences employment in the Department, the delegate may determine the appropriate pay rate in the table above having regard to the experience, qualifications and skills of the employee.

5.14.

Where an employee is engaged as a school-based apprentice or trainee they will be entitled, on a pro rata basis, to the same conditions to which a full-time apprentice doing the same kind of work in the same location and for the same employer would be entitled to as per clause 5.12.

Trainee Rates

5.15.

Employees engaged under a special trainee program as per clause 8.20 of this Agreement, will be paid in accordance with the table in Schedule 3 of this Agreement. Trainee employees will be eligible for pay progression on 1 January each year to the next number of years since leaving school pay point as per Schedule 3 of this Agreement, provided they have met the standard expected under the Department's Performance and Development Scheme. The provisions of clause 5.39 will also apply to trainee employees.

Supported Salary for Employees with a Disability

(Employment at lower than specified salary levels)

5.16.

Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension (DSP) may be employed under this Agreement, and be paid a supported salary appropriate to the APS classification in which they are employed, at a rate below the salary levels prescribed in this Agreement but no less than the minimum amount payable in accordance with the assessed percentage of capacity in the table below (provided that the minimum shall not be less than \$72 per week).

Assessed Productive Capacity	% of Classification Salary
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

5.17.

The productive capacity of the employee is to be assessed in accordance with the Supported Wage System. Further information on the Supported Wage System can be found in the Department's Supported Wage System for People with Disabilities Guidelines.

SALARY INCREASES

5.18.

In recognition of increased productivity within the Department and the productivity improvements and commitments outlined in this Agreement, a 4% salary increase as set out in Schedule 1 will apply on and from the commencement of this Agreement.

5.19.

In addition, pay point EL2.1 will be abolished, and employees on that point will move automatically to pay point EL2.2. Pay point LO¹1.1 will be changed to be equal to APS3.4.

Subject to the following conditions being met by 1 July 2012:

- a. 95% of employees participating in the Department's Performance and Development Scheme with performance agreements in place for the financial year and having been assessed against their agreement in accordance with the Department's Performance and Development Scheme Guidelines;
- b. 95% of employees using automated systems, including Employee Self Service (ESS) where available, for personnel transactions and maintaining personal information; and
- c. 95% of employees maintaining their personal records folder, including flex sheets, performance agreements and staff development activities in accordance with Departmental requirements;

the following salary increases will be payable on 1 July 2012:

Addition of \$1000 to pay points APS1/2.3, APS1/2.4, APS1/2.5, APS3.3, APS3.4, APS4.3, APS5.3, APS6.3, APS6.4, LO1.2, LO1.5, LO1.6, PAO²1.4, PAO2.3, RS³1.3 and RS1.4;

Addition of \$1200 to pay points EL1.3, EL2.6, PAO3.4, RS1.7, PLO⁴1.1, PLO1.2, SLO⁵1.4, SPAO⁶1.1, SRS⁷1.3, SRS1.4, SRS1.5, and SRS1.6;

Addition of 1% to pay points PLO1.3, PRS⁸1.3, PRS1.4, SPAO2.1, SPRS⁹1.1, SPRS1.2, SPRS1.3, SPRS1.4, and SRS1.7.

Subsequent to the changes above, a 2% increase will be applied to all salaries effective on 1 July 2012.

5.20.

Subject to the following conditions being met by 1 July 2013:

- a. 95% of employees participating in the Department's Performance and Development Scheme with performance agreements in place for the financial year and having been assessed against their agreement in accordance with the Department's Performance and Development Scheme Guidelines.
- b. 95% of employees using automated systems, including Employee Self Service (ESS) where available, for personnel transactions and maintaining personal information; and
- c. 95% of employees maintaining their personal records folder, including flex sheets, performance agreements and staff development activities in accordance with Departmental requirements;

the following salary increases will be payable on 1 July 2013:

¹ Legal Officer

² Public Affairs Officer

³ Research Scientist

⁴ Principal Legal Officer

⁵ Senior Legal Officer

⁶ Senior Public Affairs Officer

⁷ Senior Research Scientist

⁸ Principal Research Scientist

⁹ Senior Principal Research Scientist

Addition of \$100 to pay point APS4.1 and LO1.2;

Addition of \$175 to pay point APS5.3;

Addition of \$300 to pay point APS6.3, LO1.5 and RS1.3;

Addition of \$370 to pay point APS6.4 and RS1.4;

Addition of \$420 to pay point PAO2.3; and

Addition of \$500 to pay point EL1.3 and RS1.7.

Subsequent to the changes above, a 2% increase will be applied to all salaries in Schedule 1 effective on 1 July 2013.

ALLOWANCES

5.21.

Allowances and other entitlements which move in line with base rates of pay will increase as follows:

- on commencement of this agreement: 4%;
- on 1 July 2012: 2.5%; and
- on 1 July 2013: 2.5%.

SALARY ON COMMENCEMENT OR PROMOTION

5.22.

Where an employee commences employment in the Department or is promoted within the Department, the employee's salary will be the point in the salary range applicable to the classification of the job, as determined by the delegate, having regard to the experience, qualifications and skills of the employee.

SALARY MAINTENANCE

5.23.

At the discretion of the delegate, where:

- a. an ongoing employee moves to the Department directly from another APS agency; and
- b. the employee's salary (the 'previous salary') in that agency exceeds the highest pay point in this Agreement for the same (or equivalent) APS Classification;

the employee will have their salary set at the highest pay point for that classification in the Agreement.

5.24.

Where clause 5.23 applies, the delegate may determine that the employee receive additional salary to maintain the employee's previous salary, until such time as the employee's salary is equal to, or greater than, that previous salary (e.g. because the employee is promoted or the relevant pay points for the classification increase due to pay increases).

5.25.

Where an employee's salary is set at an incorrect pay point within the applicable classification level (e.g. because of an administrative error) the delegate may determine in writing that the employee's salary be determined in accordance with a different pay point.

SALARY ON REDUCTION

5.26.

Where an employee permanently moves to a lower classification (for reasons other than misconduct or under-performance), salary will be payable at the highest pay point in the salary range of the lower classification.

INDIVIDUAL FLEXIBILITY ARRANGEMENT (IFA)

5.27.

In exceptional circumstances and in recognition of particular skills, capabilities or additional responsibilities, or to meet special workplace circumstances, operational requirements or to provide individual flexibility, the delegate and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a. the arrangement deals with one (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 employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- c. the arrangement is genuinely agreed to by the delegate and employee.

5.28.

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

- a. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- b. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- c. result in the employee being better off overall than the employee would be if no arrangement was made.

5.29.

The delegate must ensure that the individual flexibility arrangement:

- a. is in writing; and
- b. includes the name of the employer and employee; and
- c. is signed by the delegate and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d. includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; 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.

5.30.

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

5.31.

The delegate or employee may terminate the individual flexibility arrangement:

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

There will be no restriction on an employee disclosing arrangements under an IFA to any party. However, the Department will treat IFAs as personal information subject to relevant privacy provisions.

In relation to IFAs:

- a. discussions on an IFA can be initiated by the Department or an employee;
- b. employees may have an employee representative to represent them in any discussions;
- c. the IFA may be for a fixed period or only apply when particular conditions are met; and
- d. failure to reach agreement between the Department and an employee on entering into an IFA is not subject to the dispute settlement procedures of this Agreement.

5.32.

Aggregated information on the numbers of and reasons for use of flexibility agreements will be reported to and discussed by the Departmental Consultative Committee.

DEDUCTIONS OF OVERPAYMENTS

5.33.

Where an employee is overpaid an amount of salary or other benefits, the overpayment will be recovered in accordance with the provisions of the CEIs. If the deduction would exceed 25% of the total salary instalment payable, the Department and the employee would normally agree, in writing, on deduction by instalment to recover the overpayment.

PAYMENT ON DEATH

5.34.

Where an employee dies, or the delegate has directed that an employee will be presumed to have died on a particular date, payment may be made to the employee's dependants or partner, or the legal personal representative, or executor of their will of the former employee of an amount to which the employee would have been entitled on resignation or retirement. Any monies owing to the Commonwealth as a result of advanced annual and purchased leave credits will be waived in these circumstances subject to the *Financial Management and Accountability Act 1997*.

5.35.

Section 23 of the *Long Service Leave (Commonwealth Employees) Act 1976* provides for the payment of Long Service Leave entitlements following the death of an employee.

SALARY PACKAGING

5.36.

All employees covered by this Agreement can access the Department's Salary Packaging Scheme. Where an employee takes up the option of salary packaging on a "salary sacrifice" basis, unless otherwise specified in the Department's Salary Packaging Scheme Guidelines, the employee's pre-sacrifice salary will be salary for the purposes of this Agreement.

5.37.

The Department's Salary Packaging Scheme will operate in accordance with the guidelines published by the Department's salary packaging provider as varied from time to time.

5.38.

The Department will commit to expanding the Department's Salary Packaging Scheme within the capacity of the provider.

PAY PROGRESSION (Annual Common Date for Progression)

Eligibility

5.39.

Annual pay progression applies to ongoing employees (at their substantive level) and non-ongoing employees, other than those engaged on an irregular or intermittent basis under section 22(2) (c) of the *Public Service Act 1999*.

5.40.

An employee will not be eligible for pay progression, unless the employee has been on their current ongoing pay point for at least six (6) months prior to 1 September.

Annual Review

5.41.

Employees who are eligible for annual progression will have an annual review of their performance through the Department's Performance and Development Scheme. The review will be to the extent possible timed so that salary advancement may occur on the first full pay period on or after 1 September 2012 and each year thereafter.

5.42.

Where an employee's performance is assessed as at least a 3 under the Department's Performance and Development Scheme through their annual performance review, they will progress to the next pay point in the classification structure unless:

- a. they are at the highest pay point in their classification; or
- b. they have not been on their current ongoing pay point for at least 6 months prior to 1 September of that year.

5.43.

When an employee's performance is assessed as unsatisfactory (1 or 2) under the Department's Performance and Development Scheme through their annual performance review, they will not be eligible to progress to the next pay point in the classification structure until the next annual performance assessment. Clauses 3.9 – 3.33 of this Agreement (Underperformance) will apply to employees assessed as 1 under the Department's Performance and Development Scheme.

5.44.

Notwithstanding clauses 5.39 – 5.43 and 5.45 the delegate may progress an employee's salary to a higher pay point within the same APS classification where the Department has a suitable business need and where performance has been assessed as a rating of 3 and above.

Effect of Paid Leave, Leave Without Pay or Working in another Agency

5.45.

Eligibility for pay progression for ongoing employees is not affected by paid leave, personal leave without pay for personal illness/injury, or work in another Commonwealth agency, if the employee's supervisor in that agency provides an assessment of the employee in accordance with the Department's Performance Management Scheme. Employees who take leave without pay (other than personal leave without pay for personal illness/injury) must have worked in the Department for at least six (6) months of the 12 months prior to 1 September of the relevant year to be eligible for pay progression.

EMPLOYER SUPERANNUATION CONTRIBUTIONS

5.46.

The Department will make compulsory employer contributions as required by the applicable legislation and fund requirements.

5.47.

Where employer contributions are to an accumulation superannuation fund the employer contribution will be 15.4% of the fortnightly superannuation contribution salary. 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 aged over 75).

5.48.

The Department will make superannuation contributions for employees who earn below the Superannuation Guarantee minimum payment of \$450 per month.

5.49.

For employees who take half pay or unpaid parental leave (which includes maternity, adoption, supporting partner and foster parent's leave), employer contributions (based on the employer contribution amount in the full pay period immediately prior to commencing parental leave) will be made for a period up to a maximum of 52 weeks, in accordance with the rules of the appropriate superannuation scheme.

5.50.

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.

5.51.

The delegate 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 Department's payroll system.

5.52.

Employees over the age of 70 will receive a superannuation allowance, where the Department is not permitted by any Commonwealth law to pay all of the employer contribution to the employee's superannuation fund. The superannuation allowance payable to the employee will be equivalent to the gross amount the agency would have paid if the employee was entitled to receive employer superannuation contributions, less any contribution amount accepted to the employee's superannuation fund. This allowance will be taxable and will be paid fortnightly with salary. The allowance will not count as salary for any purpose.

PART 6 - ALLOWANCES & REIMBURSEMENTS

TEMPORARY REASSIGNMENT OF DUTIES AT A HIGHER LEVEL

Principles

6.1.

The decision to fill a non-ongoing vacancy (i.e. for periods up to six [6] months) will be made by the manager of the particular area having regard to the operational requirements of the area at that time, noting that Temporary Reassignment of Duties (TRoD) at a higher level can be an effective development activity.

6.2.

Managers will consider alternative methods of addressing the additional demands/workload arising out of non-ongoing vacancies before deciding that the duties are to be performed by temporary reassignment. Possible alternatives include the supervisor of the duties to be performed assuming overall responsibility for the work, and allocating tasks to staff (at an appropriate level) as needed, and postponing non-essential work for the duration of the vacancy, with other employees at that level in the work area undertaking essential tasks as necessary.

6.3.

Before filling long-term temporary vacancies (i.e. for periods of greater than six [6] months), managers must undertake temporary filling through a merit selection process.

(Refer the Department's Recruitment and Selection Policy and Procedures, as amended from time to time).

6.4.

Adjoining periods of TRoD will be avoided to the maximum possible extent.

6.5.

Employees who are required, for a continuous period of five (5) working days or more, to temporarily perform the duties of a higher classification level will receive a temporary reassignment loading for the entire period, on the following basis:

- a. the loading will be calculated in accordance with the minimum pay point of the higher classification;
- b. the delegate may determine a higher pay point for temporary reassignment in the classification range having regard to the work to be undertaken and the employee's capacity to undertake the work; and
- c. where an employee is not required to perform all the duties of a higher classification the temporary reassignment loading may be determined by the manager at a lower classification or an amount lower than the minimum pay point of the higher classification having regard to the partial duties to be performed.

6.6.

Where a temporary reassignment period is extended (and the extended period adjoins the initial period), both periods will be regarded as one period.

Temporarily Reassigned SES Duties

6.7.

Where a non-SES employee is temporarily assigned duties at the SES level for a period of five (5) working days or more, the employee will be remunerated at the base rate of the SES Band 1 salary range. The delegate may determine a higher rate of allowance or additional benefits depending on the length of time the employee is acting at the SES level and/or the skills and knowledge the employee brings to the role.

Recognition of Loading for Superannuation Purposes

6.8.

A temporary reassignment loading will be recognised for superannuation purposes in accordance with relevant superannuation legislation.

Payment During Leave and Public Holidays

6.9.

An employee receiving a temporary reassignment loading who is granted paid leave or observes a public holiday continues to receive the loading during that absence. However, the loading must only be paid up to the date that the employee would have worked at the higher level had they not been on leave.

Clause 4.101 contains further information on payment for temporary reassignment of duties.

Review of Loading Pay Point

6.10.

The delegate may review and change, in consultation with the employee, the loading payable at any time during the period having regard to the work to be undertaken and the employee's capacity to undertake the work.

6.11.

Where an employee has worked 12 months continuous TRoD at a higher level, they will move to the next pay point where their performance is assessed as at least level 3 under the Department's Performance and Development Scheme. Where an employee has been acting at a higher level for periods of 12 months or more over a 24 month period and their performance has been assessed at least at rating 3 over this period they will commence subsequent periods of TRoD at the next pay point.

Where an Employee's Performance is below What is Expected

6.12.

Where an employee's performance is considered by their supervisor as performance below what is expected in their substantive duties, they may not be reassigned duties at a higher classification level and the supervisor must advise the employee accordingly.

Staff May Request to Refuse Temporary Reassignment

6.13.

Employees may request not to be temporarily reassigned at a higher level, and subject to operational requirements, such a request will not be unreasonably refused.

TEMPORARY REASSIGNMENT OF DUTIES AT A LOWER LEVEL

6.14.

Should an employee wish to be temporarily reassigned the duties of a classification lower than their substantive classification, the delegate may reduce the employee's salary rate for a specified period, by instrument in writing, following a written request from the employee.

6.15.

The delegate will give consideration to the Department's operational requirements and the employee's reasons for requesting the temporary reduction, including personal circumstances.

MEAL ALLOWANCE

6.16.

An employee is entitled to a meal allowance as set out in Schedule 2 of this Agreement and this is payable where the employee works more than two (2) hours overtime duty on a weekday/normal rostered work day or four (4) hours overtime duty on a weekend or public holiday. Where an employee works nine (9) hours continuous overtime, they are entitled to an additional meal allowance.

Overtime entitlements are contained in clauses 4.103 – 4.114.

RESTRICTION ALLOWANCES

6.17.

An employee (excluding AAD employees for whom clauses 6.24 – 6.27 apply) may be required to be on restriction which means they are contactable and available to perform extra duty outside the hours of 8.30 am to 5.00 pm. In addition employees must be required to be immediately contactable, have some restrictions placed on their mobility, such as distance from work and be ready and available for work.

6.18.

An employee will be paid a restriction allowance for each hour they are required to be on restriction at the following rate:

Allowance	Flat Rate
Restriction	8.5% of salary

6.19.

Salary for the purpose of calculation of restriction allowance will include temporary re-assignment loading and any other allowances in the nature of salary.

6.20.

An employee, other than an EL employee, who is required to perform work or duties while restricted will be paid overtime for the hours actually worked. (EL employees are not eligible to receive overtime payments, other than in exceptional circumstances, as set out in clause 4.114). Payment of overtime for any one day will be:

- a. if the employee is not required to be recalled to the place of work, payment in accordance with overtime provisions, the minimum payment being for one (1) hour; or

- b. if the employee is recalled to the place of work, payment in accordance with overtime provisions, the minimum payment being for three (3) hours.

6.21.

Where rangers are on restriction and required to monitor and respond regularly to the radio, they will be paid overtime for the first two (2) hours of the restriction period.

6.22.

The delegate may determine an alternative amount of the restriction allowance rate, which may include the payment of overtime having regard to the circumstances of restriction situation.

6.23.

Where more than one (1) attendance or call is involved, the minimum payment provisions will not apply. An employee's overtime payment will not be greater than the amount had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.

AAD RESTRICTION ALLOWANCE

6.24.

AAD Employees are entitled a restriction allowance as outlined in clauses 6.25 – 6.27.

6.25.

The relevant manager (delegate) may determine that there is a requirement for an employee/s to be contactable and available to work extra duty on a regular, extensive and continuing basis. An employee rostered, with their agreement, in support of this requirement will be paid a restriction allowance at a rate in accordance with Schedule 2 of this Agreement. This allowance covers telephone calls necessary to provide advice and/or to resolve problems, and attendance to the employee's place of work or another location to perform duties of up to three (3) hours where necessary. No other allowance is payable to employees where they receive a restriction allowance under this clause. Where an employee in receipt of a restriction allowance is required to attend work, overtime is payable for the portion of attendances extending beyond three (3) hours. This allowance does not count as salary for superannation purposes.

6.26.

Where the employee is unavailable for restriction for more than a day the restriction allowance will cease for the period that they are unavailable.

6.27.

In exceptional cases where the employee on restriction is unavailable another employee may be called as back-up, whereon the manager may approve payment to the back-up employee at the appropriate overtime rate. The minimum overtime payment in these circumstances will be three (3) hours.

KRILL AND MARINE AQUARIUM MAINTENANCE

6.28.

AAD employees required, and agreeing to attend work on weekends and public holidays to maintain the marine aquarium, live krill and algal cultures, will be paid an allowance at a rate in accordance with Schedule 2 of this Agreement. The allowance recognises the number of hours worked, hourly rate, travelling time and recognition of disruption to personal time. Where an employee in receipt of this allowance is required to attend work, overtime is payable for the portion of attendances extending beyond two (2) hours. This allowance does not count as salary for superannuation purposes.

AT SEA ALLOWANCE

6.29.

An employee (excluding AAD employees) required to undertake an overnight sea patrol will be paid a taxable allowance as set out in Schedule 2 of this Agreement.

CADET ALLOWANCE

6.30.

Employees employed as cadets are entitled to an allowance for books and equipment for study related purposes. The allowance, set out in Schedule 2 of this Agreement, will be paid in full at the start of the academic year. Proof of purchase is not required. Cadets are also entitled to reimbursement for all compulsory fees paid during the year.

CAMPING ALLOWANCE

6.31.

A camping allowance is payable as set out in Schedule 2 of this Agreement, for each night an employee (other than employees on, or preparing for, a period of Antarctic duty) is required to camp. No part day or hourly rate is payable for the journey to the campsite. An employee is not entitled to a camping allowance if the employee is not required to camp overnight. The employee will also be reimbursed any camping fees which are required.

6.32.

On the day of return the employee is entitled to an additional amount as set out in Schedule 2 to this Agreement where:

- a. on the previous night they were required to camp; and
- b. they do not return to their normal locality until after 4 pm.

Payment of Travelling Allowance and Camping Allowance

6.33.

An employee is entitled to Travelling Allowance (for accommodation, meals, and incidentals) where on the day of departure the employee is authorised or required by the Department to stay in lodgings, hotels or motels while travelling between the usual place of work and the camp site. An employee is not entitled to Travelling Allowance (TA) for the day of departure where the employee travels directly to the campsite and is not authorised or required by the Department to stay in lodgings, hotels or motels.

6.34.

An employee is entitled to TA where the employee is authorised or required by the Department to stay in lodgings, hotels or motels during the period of absence (e.g. when moving between campsites).

6.35.

TA rates are calculated depending on location at time of entitlement and may be split if a traveller changes location throughout the day or night.

6.36.

An employee is entitled to TA where during the day of return travel to the usual place of work the employee was required to stay in lodgings, hotels or motels the previous night.

COMMUNITY LANGUAGE ALLOWANCE

6.37.

Where, in providing client or employee services, the delegate determines there is a need to utilise an employee's particular language skills:

- a. for communication (in languages other than English but including or utilising deaf communication skills); and
- b. the employee's language competence is of the standard set out in the table below; and
- c. the employee makes himself or herself available.

An employee is entitled to an allowance in accordance with Schedule 2 of this Agreement.

Standard	Level of Competence
CLA Rate 1	An employee who: <ul style="list-style-type: none">• passes the Language Aide Test conducted by the National Accreditation Authority for Translators and Interpreters (NAATI); or• is recognised by NAATI to possess equivalent proficiency; or• is assessed to be at the equivalent level by an individual or body approved by the delegate; or• is waiting to be assessed by the above means and whose supervisor certifies that the employee uses the language skills to meet operating requirements of the workplace, until such time as assessment is completed.
CLA Rate 2	An employee who: <ul style="list-style-type: none">• is accredited or recognised by NAATI at the Paraprofessional Interpreter level or above; or• is assessed to be at the equivalent levels by an individual or body approved by the delegate; or• is considered by the delegate to have demonstrated the equivalent skills.

Standard	Level of Competence
CLA Rate 3	<p>An employee who:</p> <ul style="list-style-type: none"> • meets CLA Rate 2 criteria; and • is considered by the delegate to have at least equivalent skills to the NAATI Paraprofessional Interpreter level and is considered to be a recognised interpreter; and • is required to regularly operate as a professional interpreter in situations where that skill is required for communication as determined by the delegate.

DEPARTMENTAL LIAISON OFFICER ALLOWANCE

6.38.

An employee who works as a Departmental Liaison Officer in the office of the Minister or Parliamentary Secretary associated with the relevant portfolio Department is entitled to an allowance in accordance with Schedule 2 of this Agreement.

FIRST AID/HEALTH AND SAFETY REPRESENTATIVE/EMERGENCY WARDEN/WORKPLACE CONTACT OFFICER ALLOWANCE

6.39.

(i) An employee who possesses a current first aid certificate from a registered training provider at Senior First Aid Level 2 or equivalent or a nurse registered with a state/territory nursing board and who is designated by the delegate to undertake first aid responsibilities and is available to perform these duties within the Department, is entitled to an allowance in accordance with Schedule 2 of this Agreement.

and/or

(ii) An employee who has been appointed, in accordance with the Department's Health and Safety Management Arrangements (HSMA) to be a Health and Safety Representative for a designated work group and who has completed the appropriate training is entitled to an allowance in accordance with Schedule 2 of this Agreement.

and/or

(iii) An employee who has been appointed a Workplace Contact Officer in accordance with the Department's Workplace Contact Officer Policy and who has completed the appropriate training is entitled to an allowance in accordance with Schedule 2 of this Agreement.

and/or

(iv) An employee who has been appointed an Emergency Warden and who has completed the appropriate training is entitled to an allowance in accordance with Schedule 2 of this Agreement.

These allowances count as salary for all purposes.

6.40.

Where an employee holds two (2) or more roles listed in clause 6.39 they are only entitled to one allowance. First Aid Officer and Emergency Warden roles may not be undertaken simultaneously due to conflicting role requirements in emergency situations.

6.41.

An employee who is unavailable for periods of four (4) weeks or longer to perform the above duties is not entitled to be paid the First Aid/Health and Safety Representative/Emergency Warden/Workplace Contact Officer Allowance for that period.

Outdoor Work Allowance

6.42.

Employees whose regular specified duties include outdoor work, including those engaged as horticulturalists, shall be paid the Outdoor Work Allowance in accordance with Schedule 2 of this Agreement, in recognition of work which may be required to be undertaken, including, but not limited to:

- fire fighting/management
- search and rescue
- rock/cliff rescue
- low flying disability
- fauna surveys
- boat work
- working outdoors in extreme weather
- working with chemicals
- working with heights
- working on active and decommissioned mine sites
- first aid
- spraying herbicide
- working in water
- use of plant and equipment
- working in unsanitary conditions
- removal of dead animals
- working with animals and pest control
- working in dusty/dirty conditions
- high pressure spraying

6.43.

Receipt of the Outdoor Work Allowance does not preclude an employee from receiving one allowance for one or more of the roles listed in clause 6.39, provided they meet the conditions as outlined in clauses 6.39 – 6.41.

6.44.

The Outdoor Work Allowance counts as salary for all purposes.

6.45.

The delegate may approve the payment of the Outdoor Work Allowance to an employee having regard to the duties they are performing, the purpose of the allowance and any other relevant factors. This approval may apply on an ongoing basis or for a limited period of time.

6.46.

All employees who were in receipt of the former Horticultural Allowance immediately prior to the commencement of this Agreement will instead be entitled to receive the full Outdoor Work Allowance. All such employees who were also in receipt of First Aid Allowance will continue to receive it while they remain in their current workplace and retain the appropriate First Aid qualification.

6.47.

The delegate may determine a variation to the amount of the Outdoor Work Allowance having regard to the circumstances in a particular situation and/or location.

Maintaining First Aid Qualifications

6.48.

Employees who are eligible for the Outdoor Work Allowance will be expected to have up to date first aid qualifications, as prescribed in clause 6.39, or if they do not have them, to obtain them as soon as possible. This is the responsibility of employees and their managers.

6.49.

Where an employee does not possess a current first aid qualification, and cannot demonstrate that they are in the process of obtaining one, the first aid component of the Outdoor Work Allowance as prescribed at clause 6.42 will not be paid.

MOTOR VEHICLE ALLOWANCE

6.50.

Where the delegate considers that it will result in greater efficiency or involve less expense, they may authorise an employee to use a private car owned or hired by the employee at their own expense for official purposes. This will be subject to the employee providing proof that, for the period of the journey, they have comprehensive insurance on the vehicle, that the vehicle is registered, and that they possess a current driver's licence.

6.51.

Where so authorised, an employee will be entitled to a motor vehicle allowance in accordance with Schedule 2 of this Agreement.

DIVING ALLOWANCE

6.52.

An employee employed on authorised underwater diving duties (excluding diving duties during periods of Antarctic duty) for a day or part of a day is entitled to be paid, for each day or part of a day, an allowance in accordance with Schedule 2 of this Agreement.

TRAVELLING ALLOWANCES (TA)

Supporting Alternative Travel Options

6.53.

The Department is committed to encouraging and maintaining more environmentally friendly modes of transport. These include:

- a. the provision of greater incentives and access to facilities for employees to encourage walking, use of buses, car pooling or cycling to and from work;
- b. use of the bicycle fleet during working hours;
- c. promoting the use of technological alternatives to air travel;
- d. investigating more efficient modes of work travel; and
- e. investigating ways to improve the performance of the vehicle fleet and a reduction in air travel through use of video conferencing facilities.

Domestic Air Travel

6.54.

Employees are entitled to economy class travel where required to travel on official business within Australia.

Travelling through the Department's Travel Management Provider

6.55.

Employees required to travel on official business will, where possible, use the Department's travel management provider for organising travel. When travelling by air employees are required, where possible, to utilise the best fare of the day as per government travel policy.

Eligibility for Part Day Travel Allowance

6.56.

Employees required to be absent from their usual place of work on official business for a period of not less than ten (10) hours but not absent overnight, may be paid an allowance in accordance with Schedule 2 of this Agreement.

Eligibility for Travelling Allowance

6.57.

Subject to clause 6.58, employees required to travel between centres in Australia for official work purposes which require an overnight absence will be entitled to an allowance in respect of meals, accommodation, and incidental expenses. The Department subscribes to an allowance subscription service and will adopt the rates as varied from time to time in line with the recommendations provided.

Non-Commercial Accommodation

6.58.

Where an employee travelling for official work purposes elects to stay in non-commercial accommodation, he or she will be entitled to an allowance in respect of accommodation of \$50 per night in addition to allowances for meals and incidental expenses specified in clause 6.57.

Method of Payment

6.59.

Travelling allowance will be paid to an employee's nominated bank, building society or credit union account at least two (2) days prior to the travel, provided that the travel approval is received at least five (5) working days prior to the travel.

6.60.

Where an employee is required to travel with less than five (5) days notice, provision may be made for emergency payments to an employee's nominated bank, building society or credit union account.

Review of the Administration of Travelling Allowance

6.61.

During the life of this Agreement the Department will continue to make improvements to the procurement and purchase of travel and related services (which may include the introduction of a travel card and adjustment to Travel Allowances as part of the introduction of related Whole of Australian Government Travel Services in Financial Year 2011/12). These improvements will be used when employees travel on official business within Australia and overseas. In introducing the improvements the Department will ensure that reasonable standards of accommodation, meals and incidentals will be maintained. The Department recognises that some special arrangements may be needed on occasions for employees travelling in remote or regional areas. Suitable alternative arrangements will also need to be considered for situations where the use of a travel card may not be feasible or possible to ensure employees are not out of pocket or disadvantaged. The introduction of the changes will be consistent with Departmental consultative processes.

Adjustment to Payments

6.62.

Where the delegate is satisfied that the overall Travelling Allowance (TA) for an employee is insufficient to cover reasonable expenses, an adjustment to the allowance will be made.

6.63.

Where it is anticipated that an employee will be required to reside in one locality for a period greater than three (3) months, longer term accommodation should be obtained at the outset and the employee will be paid allowances under the TA provisions as set out in clause 6.68.

6.64.

Where an employee is receiving TA and has been notified that they would need to leave their temporary locality for duty for not more than one (1) week, and the delegate considers it is appropriate to maintain accommodation, the employee will not recommence the 21 day period as set out in clause 6.68 on return to the temporary locality.

Reduction of Allowance in Certain Circumstances

6.65.

Where an employee is provided with accommodation and/or meals, either at the Department's expense or as a consequence of their official duties, the employee will have their rate of allowance reduced by each individual component provided.

6.66.

Where the original period of approved travel is reduced, and as a consequence the employee has received an overpayment of TA, the overpayment may be recovered in accordance with the CEIs.

Repayment of Allowance

6.67.

Employees who fail to undertake arranged travel, or undertake travel for a lesser period than approved will have any overpayment recovered in accordance with the CEIs.

REVIEW TRAVELLING ALLOWANCE

6.68.

Where an employee is required to reside in the one locality for a period greater than 21 days, they may at the delegate's discretion be paid an allowance as set in the Department's Relocation Assistance Guidelines.

6.69.

The delegate may waive the employee contribution, where the employee is maintaining two (2) households.

6.70.

The delegate may reimburse reasonable and unavoidable continuing expenses incurred at the home locality where an employee has not let or sublet their home. Continuing expenses may include storage charges, charges to redirect mail and transfer of telephone accounts. In deciding whether to reimburse continuing expenses, the delegate will consider the length of the temporary movement.

ADDITIONAL REMOTE LOCALITY ALLOWANCE

6.71.

Where an employee is temporarily stationed in a remote locality, the delegate may approve, in addition to Travelling Allowance, payment of the Remote Locality Allowance as provided for in clauses 9.3 – 9.13 of this Agreement. The employee will not be entitled to the RLA until the employee becomes entitled to Review Travelling Allowance as provided for at clause 6.68.

HAT AND BOOT ALLOWANCE

6.72.

Employees who are required regularly to work outdoors and are not provided with boots and hats as part of their uniform are entitled to reimbursement of reasonable costs for the purchase of a hat and/or boots (non-standard issue) once per year. Reimbursement is subject to presentation of receipts and delegate approval and in accordance with Schedule 2 of this Agreement.

RELOCATION ALLOWANCES

Approval of Reasonable Relocation Costs

6.73.

The delegate will approve payment of an amount, or reimbursement of reasonable costs (including only some of the costs) associated with relocation from one locality to another upon engagement, promotion or movement or separation, in or from the Department. In exceptional circumstances the delegate may also approve alternative or additional flexible provisions to facilitate movement of an employee, including for the purpose of participating in the Indigenous Employment and Capability Strategy secondment program. Where approved, the employee's entitlements to relocation costs will be outlined in the letter of offer or as otherwise in writing.

6.74.

Relocation costs may include:

- a. the costs of travel for the employee and their dependants;
- b. removal costs of furniture and household effects;
- c. the costs of furniture storage; and

- d. assistance with meeting the costs of temporary accommodation (both long and/or short term) as appropriate.

6.75.

Where the employee has been relocated interstate on promotion or reassignment of duties as a result of an advertised vacancy or the delegate determines that it is in the interests of the service, relocation costs may also include the costs on sale and/purchase of housing.

6.76.

Table 6.76.1 is a guideline to assist the delegate in determining the appropriate type and level of assistance on relocation, taking into account the employee's individual circumstances and operational requirements. Further detail and rates of possible assistance are contained in the Department's Relocation Assistance Guidelines as adjusted from time-to-time.

TABLE 6.76.1

Possible Assistance	Where employee has been engaged on an ongoing basis	Where an employee is Promoted or is moved on an ongoing basis	Where an employee is moved on a non ongoing basis
Fares/Motor Vehicle Allowance to take up duty	Employee and their dependants	Employee and their dependants	Employee or Employee and dependants where move more than three (3) months.
Freight of vehicle	Where fares have been paid to take up duty	Where fares have been paid to take up duty	Where move is more than three (3) months.
Meals and accommodation en route to new location	Reimbursement of reasonable costs for employee and their dependants	Reimbursement of reasonable costs for employee and their dependants	Reimbursement of reasonable costs for employee and dependants where move is more than three (3) months.
Travelling Allowance			Refer clauses 6.54-6.67.
Temporary Accommodation Allowance	Subject to employee contribution	Subject to employee contribution	Subject to employee contribution.
Advance of bond monies	Only if receiving Temporary Accommodation Allowance	Only if receiving Temporary Accommodation Allowance	Where move is more than three (3) months.
Removal costs	Furniture and effects; storage	Furniture and effects; storage; return fares to effect uplift at delegate's discretion	Necessary items where move more than three (3) months, and return fares to effect uplift at delegate's discretion.

Pet removal costs	Subject to a maximum	Subject to a maximum	Subject to a maximum where move is more than three (3) months.
Reunion fares			Where move more than three (3) months and employee is unaccompanied by dependants.
Disturbance allowance		Disturbance Allowance, telephone re-connection fee, costs incurred for transfer of motor vehicle	Where move more than three (3) months - telephone reconnection.
Sale and purchase of home		Some legal costs may be reimbursed	

6.77.

Any proposed changes to the Department's Relocation Assistance Guidelines will be subject to consultation with the Departmental Consultative Committee.

INTERNATIONAL TRAVEL SUPPORT

6.78.

The Department will provide support for employees required to travel on official business overseas in accordance with the Department's International Travel Policy and Associated Procedures.

6.79.

Any proposed changes to the Department's International Travel Policy and Associated Procedures will be subject to discussion by the Departmental Consultative Committee.

International Postings

6.80.

Employees travelling overseas for periods of greater than six (6) months on business will be entitled to reasonable accommodation costs and allowances in respect of meals and incidental expenses calculated in accordance with rates varied from time to time based on the time and location of the posting and reviewed at least annually.

DEPENDENT CARE REIMBURSEMENTS

Vacation Assistance

6.81.

Where an employee with school age or preschool children has an application for recreation leave or purchased leave during school holidays cancelled for operational reasons an employee may be eligible for school holiday or child care assistance up to \$22 per day per child.

Extra Care Dependant Costs

6.82.

In recognition of dependent care responsibilities, the delegate may authorise reimbursement of reasonable expenses arising from additional dependent care arrangements which are necessary because:

- a. the employee is required to travel away from their normal work location for business purposes;
- b. the employee is directed to work additional hours, or to attend a conference or training course outside the employee's ordinary hours of work; or
- c. other special circumstances exist which the delegate considers justifies the payment of reasonable expenses arising from additional dependent care responsibilities.

6.83.

Reimbursement of such expenses is subject to the employee obtaining prior approval to the arrangement from the delegate.

6.84.

In cases of exceptional circumstances where an employee is required to travel with 24 hours or less notification and is required by the Department to be away from home outside normal working hours, the delegate will reimburse reasonable costs in relation to additional family care arrangements.

6.85.

Reimbursement of costs will take into account any government subsidy provided to the employee.

EYESIGHT TESTING/SPECTACLE REIMBURSEMENT

6.86.

The Department will meet the full cost of one (1) set of prescribed spectacles or contact lenses, where they are approved by the delegate as necessary to undertake specialised work tasks (e.g. microscopy) which require particular visual acuity not normally required for general tasks, such as screen based equipment.

6.87.

The Department will meet the full cost of prescription safety glasses where:

- a. safety glasses are required to perform Departmental work tasks; and
- b. the attending/dispensing optometrist's invoice or letter certifies that the lenses and frames comply with AS 1337.

LOSS, DAMAGE & INDEMNITY

6.88.

Where a manager determines that loss or damage to an employee's clothing or personal effects is attributable to the employee's work, the manager may approve reimbursement of the reasonable cost of repair or, if irreparable, the reasonable cost of replacement of the clothing or personal effects in accordance with the relevant Departmental employment policies and guidelines.

PART 7 - LEAVE PROVISIONS

7.1.

The Department's leave entitlements will be fair, based on mutual trust, and provide all our employees with adequate rest and support during times of need. Wherever possible prior approval for leave will be obtained and the type of leave disclosed. Where an employee is absent from duty without approval, all pay and allowances provided under this Agreement (e.g. flextime) cease to be available until they resume duty or are granted leave. Such absences do not count as service for any purpose.

AUTHORITY TO GRANT LEAVE

7.2.

The delegate may grant other leave of absence to the employee for a purpose that the delegate considers to be in the interests of the Commonwealth, having regard to the Department's operational requirements.

7.3.

Leave under clause 7.2 may be granted:

- a. for the period requested or for another period;
- b. with or without pay; and
- c. subject to conditions.

7.4.

The delegate may grant an employee leave in accordance with clauses 7.5 - 7.102.

PORTABILITY OF LEAVE

7.5.

Where an employee joins the department on or after the commencement of this Agreement from an employer staffed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999*, or from the ACT Government Service, accrued annual leave and personal/carer's leave (however described) will be transferred to the department provided there is no break in continuity of service.

7.6.

Leave transferred to the department in accordance with clause 7.5 will be administered in accordance with this Agreement.

Recognition of Prior Service

7.7.

Where a person has previously been employed in the APS, or in government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*, or a service referred to in subsection 11(2) of that Act, they may also have that period of previous employment recognised as service for personal leave purposes, provided there has been no break in continuity of service and the person did not receive a redundancy benefit at the end of the period of previous employment.

Entitlement to Accrued Credits

7.8.

Accrued personal leave credits which are recognised will be administered in accordance with the department's leave policies.

RECREATION LEAVE

7.9.

Employees will accrue the equivalent of 20 days (150 hours) recreation leave for each full year worked. Part-time employees will accrue a pro rata credit based on the number of part-time hours worked.

Access to Recreation Leave

7.10.

Employees may access their recreation leave as it accrues. Granting of recreation leave will be subject to operational requirements but leave will not be unreasonably refused.

7.11.

Consistent with the purpose of recreation leave, employees will be encouraged to utilise their recreation leave entitlement.

7.12.

Employees are entitled to access their recreation leave credits at least once per calendar year for a period of at least five (5) consecutive working days. Where the delegate has refused an employee's request to take recreation leave for a 12 months period, the employee may access their recreation leave entitlements regardless of operational requirements (up to a maximum period of four [4] weeks), unless the leave of absence is specifically refused by the Division Head due to exceptional operational circumstances. Where such a situation occurs, the Division Head will agree to the period of leave for the employee to commence within a reasonable time frame.

7.13.

Employees and managers will take joint responsibility for ensuring that accrued recreation leave does not exceed the equivalent of recreation leave accrued over a two (2) year period. When accrued recreation leave does exceed this level, a manager must work with the employee to develop a strategy to reduce the leave to an acceptable level, and by at least ten (10) days in each calendar year (in addition to the leave that is accrued in this year) until the amount is reduced to an equivalent of recreation leave accrued over a two (2) year period (or pro rata for part-time employees).

Where this reduction cannot be achieved, employees who have two (2) or more years recreation leave credit may be directed by the delegate to take recreation leave.

7.14.

In special circumstances only (for example where extended leave is to be taken), an employee and manager may agree, after consultation with the delegate, to defer a two (2) week period to the following year. Such an arrangement will not be carried forward to a subsequent year.

7.15.

The delegate may grant an employee recreation leave at either full or half pay, where sufficient credit is available. When recreation leave is granted on half pay, recreation leave credits will be deducted at half the full pay rate. Part day recreation leave absences will not be granted on half pay.

Cash-out of Recreation Leave

7.16.

There is no limit to the amount of recreation leave that an employee may cash out provided that the employee's remaining accrued entitlement to recreation leave is not less than four (4) weeks. Each cashing out of a particular amount of recreation leave must be by a separate agreement in writing with the delegate. The employee will be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has cashed out.

Recording and Deduction of Recreation Leave

7.17.

All recreation leave credits will be recorded and deducted in hours and minutes.

Cancellation of Recreation Leave or Recall to Duty

7.18.

Where an employee's recreation leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.

7.19.

An employee who is medically unfit for duty for one (1) day or longer while on recreation leave and who produces satisfactory medical evidence may apply for personal leave. In these circumstances, recreation leave will be re-credited for the period of personal leave granted.

Additional Recreation Leave

7.20.

In addition, employees working in the Department's remote localities may accrue additional recreation leave credits for each full year worked; which will accrue on a daily basis, as outlined in clause 9.4 of this Agreement.

Additional Recreation Leave for Shiftworkers

7.21.

Employees who are working rostered Sunday duty are entitled to three (3) hours 45 minutes per day for every Sunday worked up to an additional five (5) days (37.5 hours) recreation leave per year. This applies only to shiftworkers on a standard roster, not to employees working overtime on Sunday.

Payment of Recreation Leave Credits on Exit from APS

7.22.

In the event of separation from the APS, an employee will be paid out for any remaining recreation leave entitlement.

7.23.

Payment in lieu will be calculated using the employee's final rate of salary and allowances considered as salary for all purposes as at the date of exit. Temporary reassignment loading is included as salary for all purposes for payment in lieu of recreation leave where it is certified that the temporary reassignment of duties would have continued beyond the date of exit.

PURCHASED LEAVE

(Employee Funded Leave)

7.24.

The Department's Purchased Leave Scheme enables employees to purchase up to 150 hours additional leave per year paid for by fortnightly deductions from salary and regular allowances. Granting of purchased leave (where payment received is based on salary and regular allowances) is subject to operational requirements and approval from the delegate.

Eligibility for Purchased Leave

7.25.

All employees (excluding those engaged on an irregular and intermittent basis, non-ongoing employees employed for less than 12 months and cadets) are eligible to apply for purchased leave. There is no quota on the number of employees who can access the scheme. The administrative arrangements for the scheme will be applied in accordance with the Department's Purchased Leave Scheme, as varied from time to time.

LONG SERVICE LEAVE

7.26.

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

7.27.

The minimum period during which long service leave can be taken is seven calendar days (at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

7.28.

Except where an employee is on parental or maternity leave, an employee does not have an unqualified right to access long service leave at any particular time and the delegate will consider applications against operational requirements.

PERSONAL LEAVE

7.29.

Employees (excluding those engaged on an irregular and intermittent basis) will be entitled to 20 days paid accruable personal leave every 12 months effective from the first day of the month following the commencement of this Agreement. Part-time employees will accrue personal leave credits on a pro rata basis.

7.30.

Ongoing employees in their first 12 months of service with approval of the delegate can anticipate up to five (5) days personal leave. Non-ongoing employees are eligible to anticipate an equivalent pro rata amount of leave. Any anticipated leave will be offset against future accruals.

7.31.

The delegate may approve additional anticipated leave in exceptional circumstances and where current personal leave credit has been exhausted. Any additional leave will be offset against future leave accruals.

7.32.

All personal leave entitlements will be recorded and deducted in hours and minutes, and will accrue on a full-pay basis.

7.33.

Personal leave may be used for any period, including periods of one (1) day or less. Personal leave may not be used for recreation leave purposes. Employees may choose to use flextime instead of personal leave to address personal needs which cannot be dealt with outside ordinary hours. Employees may elect to take personal leave at half-pay.

7.34.

No personal leave credit will accrue during any periods of leave without pay or to an employee after the date of the employee's termination of employment or resignation.

7.35.

Personal leave cannot be converted to salary and cashed out upon termination of employment.

7.36.

Employees may take personal leave for purposes of personal illness/injury, emergency caring or support purposes, and for unexpected emergencies, including:

- a. attending to or accompanying a member of the employee's family or household or a close friend, to health appointments;
- b. care of a member of the employee's family or household or a close friend who is ill or requires assistance;
- c. attending to urgent household matters or repairs; and
- d. when the employee is unable to organise alternative care for their child or their usual child-care arrangements are unexpectedly disrupted.

Personal leave must not be used for the purposes of clauses 7.36 (a) and 7.36 (b) if it would be detrimental to an employee in any respect when compared to the National Employment Standards under the *Fair Work Act 2009*.

Production of Supporting Evidence

7.37.

Employees may be granted personal leave with pay (subject to available credits) without production of supporting evidence (e.g. medical certificate, statutory declaration) for absences of no more than three (3) consecutive days. This period will be extended to four (4) days in localities that are long distances from a doctor, subject to the approval of the delegate.

7.38.

If the number of days without supporting evidence exceeds ten (10) days in a 12 month period, the delegate may require the employee to provide evidence for any further short absences. The delegate must inform the employee in advance of any requirement for supporting evidence for short absences.

7.39.

Certificates from a relevant registered health practitioner or a statutory declaration will be accepted for personal leave purposes for illness/injury. In cases involving workers' compensation, Comcare will determine if they accept the medical certificate.

7.40.

Personal leave will not be debited where an employee is medically unfit for duty on a public holiday which the employee would have otherwise observed.

Access to Personal Leave While on Other Forms of Paid Leave

7.41.

Should an employee be medically unfit for one (1) day or longer; or be required to care for a member of his or her family who is sick/injured, or be eligible for compassionate/bereavement leave with pay whilst on recreation, purchased or long service leave, they may apply for personal leave. This clause is subject to the provision of a medical certificate or other supporting evidence (e.g. statutory declaration). If approved, personal leave will be granted for that period and equivalent leave will be re-credited to the extent of personal leave granted.

Access While on Paid Maternity Leave, Adoption Leave or Foster Parent's Leave

7.42.

An employee will not be entitled to paid personal leave while also entitled to:

- a. paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*;
- b. paid Adoption Leave; or
- c. paid Foster Parent's Leave.

Termination on Invalidity Grounds

7.43.

An employee will not, without their consent, have their employment terminated on invalidity grounds before their paid personal leave credit has been exhausted (excluding staff with a current recognised compensable injury) subject to the provisions of clause 7.34 of this Agreement.

COMPENSATION LEAVE

7.44.

Compensation leave is covered by the *Safety Rehabilitation and Compensation Act 1988*, and is determined by Comcare in the event of employment related illness or injury.

COMPASSIONATE LEAVE

7.45.

Employees (other than those engaged on an irregular and intermittent basis) may take three (3) days of paid leave on each occasion when a member of the employee's family, or household:

- a. contracts or develops an illness that poses a serious threat to his/her life, to spend time with that person; or
- b. sustains a personal injury that poses a serious threat to his/her life, to spend time with that person; or
- c. dies.

Employees must provide documentary evidence to support any claims for leave of this nature within 14 days of the event. Such leave will count as service for all purposes.

7.46.

An employee may take compassionate leave for a particular occasion in clause 7.45 as a single continuous three day period or any separate periods to which the employee and his or her manager agree.

7.47.

An employee engaged on an irregular and intermittent basis will be entitled to unpaid compassionate leave in accordance with Subdivision C of Division 7 of Chapter 2 of the *Fair Work Act 2009*.

UNPAID CARER'S LEAVE

7.48.

An employee is entitled to unpaid carer's leave in accordance with Subdivision B of Division 7 of Chapter 2 of the *Fair Work Act 2009*.

CRISIS LEAVE

7.49.

The Department recognises that there are times when accidents, or personal emergencies of an urgent and unforeseen nature arise which require employees to be absent from the workplace for a period of time. The manager has the discretion to provide an employee with up to two (2) weeks paid leave where they consider it appropriate and the employee has no other appropriate form of leave to cover the absence.

7.50.

When considering the use of crisis leave a manager must consult with the Assistant Secretary of the relevant corporate branch, where possible, and should make a decision within a reasonable period of the personal crisis occurring.

PARENTAL LEAVE

Paid Maternity Leave

7.51.

Paid maternity leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act). Under this clause, an employee eligible for paid maternity leave under the ML Act is entitled to two weeks paid maternity leave in addition to the 12 weeks paid maternity leave she is entitled to under the ML Act, making a total of 14 weeks paid leave.

7.52.

Where the 12 months qualifying period as defined in the ML Act occurs during the period that would have otherwise been covered by the 14 week paid period, the employee will be entitled to be paid for the remainder of the 14 week period from the date that the 12 month qualifying period ends.

Special Maternity Leave

7.53.

An employee with no other entitlement to leave may be entitled to a period of unpaid leave (Special Maternity Leave) in accordance with Division 5 of Part 2-2 of Chapter 2 of the *Fair Work Act 2009* where she:

- suffers from a pregnancy-related illness; or
- her pregnancy ends within 28 weeks of the expected date of birth of the child.

Eligibility for Other Types of Leave

7.54.

In clauses 7.64, 7.68, 7.71 and 7.75, an eligible employee is:

- a. an employee who has completed at least 12 months of continuous service in the APS; and
- b. in relation to adoption or foster parent's leave, an employee who is adopting or assuming responsibility for a child who:
 - (i) is, or will be, under 16; and
 - (ii) has not or will not have lived continuously with the employee for a period of 6 months or more; and
 - (iii) is not (otherwise than because of the adoption or fostering) a child of the employee or the employee's spouse or de facto partner, as at the day of placement, or the expected day of placement, of the child.

Half Pay Leave

7.55.

Where an employee has an entitlement under clauses 7.51, 7.64, 7.68, 7.71 or 7.75 to a period of leave with pay ("the paid period") the employee may elect to either:

- a. take the entitlement as a period of absence at full pay; or
- b. take a period of absence equal to and immediately following the paid period as leave without pay, and spread their payment for the paid period over the total period of absence, at a rate of half normal pay.

The leave without pay in sub-clause(b) will not count as service for any purpose, other than superannuation as per clause 5.49.

UNPAID PARENTAL LEAVE

Entitlement

7.56.

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

- a. the birth of a child of the employee or the employee's spouse or de facto partner; or
- b. the placement of a child with the employee for adoption; or
- c. the placement of a child with the employee for the purposes of caring for the child in accordance with clause 7.75; or
- d. the placement of a child for whom the employee has assumed long term responsibility in accordance with clause 7.71; or
- e. the traditional adoption of a child by an Aboriginal or Torres Strait Islander employee in accordance with clause 7.68; and
- f. the employee has or will have a responsibility for the care of the child.

Unpaid parental leave will not count as service for any purpose, other than superannuation as per clause 5.49. This leave may be taken in conjunction with long service leave and/or recreation leave.

Timing

7.57.

Unpaid parental leave related to the birth of a child:

- of an employee, may start up to six weeks before the expected date of birth, but must not start later than the date of birth of the child; or
- of an employee's spouse or de facto partner must start on the date of birth of the child.

EXTENDING PERIOD OF UNPAID PARENTAL LEAVE

Individual Employees

7.58.

An employee may request the delegate to agree to extend the employee's initial period of 12 months of unpaid parental leave for a further period of up to 12 months immediately following the end of the initial period of 12 months of unpaid parental leave.

7.59.

The request in clause 7.58 must be in writing and submitted to the delegate at least four weeks before the end of the available parental leave period. The delegate will respond to a request in writing within 21 calendar days, either granting or refusing the request. If the request is refused, reasons for this decision must be provided to the employee. The delegate may refuse the request only on reasonable business grounds.

Employee Couples

7.60.

The term 'employee couple' has the same meaning as in the *Fair Work Act 2009*. A request made by a member of an employee couple to extend their unpaid parental leave must specify any amount of unpaid parental leave and unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts. The period of the extension cannot exceed 12 months, and will be reduced by any period of unpaid parental leave or unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts.

7.61.

The request in clause 7.60 must be in writing and submitted to the delegate at least 4 weeks before the end of the available parental leave period. The delegate will respond to a request in writing within 21 calendar days, either granting or refusing the request. If the request is refused, reasons for this decision must be provided to the employee. The delegate may refuse the request only on reasonable business grounds.

Return to Work After Parental Leave

7.62.

On ending parental, foster parent's, adoption or maternity leave, an employee is entitled to return to:

- a. the employee's pre-leave duties; or
- b. if those duties no longer exist - an available position for which the employee is qualified and suited at the same classification and pay as applied before the leave.

Where this is not practical, other duties will be sought.

7.63.

For the purposes of clause 7.62, 'duties' means those performed:

- a. if the employee was moved to safe duties because of pregnancy - immediately before the move; or

- b. if the employee began working part-time because of pregnancy - immediately before part-time employment began; or
- c. otherwise - immediately before the employee commenced the leave.

Clause 4.81 contains information on part-time work arrangements for an employee returning from parental or maternity leave.

ADOPTION LEAVE

7.64.

The delegate will grant 14 weeks full paid leave, to eligible employees, for the purposes of adopting a child and documentary evidence must be submitted on application for leave.

Adoption leave will be approved for the purposes of:

- a. completing administrative and legal procedures (leave may be granted on more than one occasion during this stage of the adoption process);
- b. travelling to and returning from the location where the employee first accepts responsibility for the adopted child; and
- c. recuperating with the child upon returning home.

7.65.

Adoption leave is non-gender specific and counts towards any parental leave that is taken in conjunction with the adoption of a child.

7.66.

An employee with less than 12 months continuous service in the APS is eligible for adoption leave, but only as leave without pay.

7.67.

Adoption leave with pay counts as service for all purposes and must be taken within 66 weeks of assuming responsibility for the child.

TRADITIONAL LONG TERM SUBSTITUTE AND CUSTOMARY ADOPTION LEAVE

7.68.

Consistent with the Federal Government's Closing the Gap policy, the delegate will grant up to 14 weeks paid leave to eligible Aboriginal and Torres Strait Islander employees for the purposes of traditionally adopting a child and documentary evidence must be submitted on application for leave. This includes the Torres Strait Islander adoption Kupai Omasker practices recognised by the Family Court of Australia pursuant to section 68 F(2)(f) of the *Family Law Act 1975*.

7.69.

For the purposes of clause 7.68, an eligible Aboriginal and Torres Strait Islander employee is one with at least 12 months continuous service in the APS at the date the employee assumes responsibility for the child.

7.70.

An employee with less than 12 months continuous service in the APS at the date of assuming responsibility for the child is eligible for traditional long term substitute and customary adoption leave, but only as leave without pay.

FOSTER PARENT'S LEAVE

7.71.

The delegate will grant 14 weeks paid leave to eligible employees when the employee assumes long-term responsibility arising from the placement of the child by a permanent 'fostering' arrangement:

- by a person/organisation with statutory responsibility for the placement of the child; and
- where the child is not expected to return to their family.

7.72.

Foster parent's leave is non-gender specific and counts towards any parental leave that is taken in conjunction with the fostering of a child.

7.73.

An employee with less than 12 months continuous service in the APS at the date of assuming responsibility for the child is eligible for foster parent's leave, but only as leave without pay.

7.74.

Foster parent's leave with pay counts as service for all purposes and must be taken within 66 weeks of assuming responsibility for the child.

PERMANENT CARE LEAVE

7.75.

The delegate will grant 14 weeks paid leave to eligible employees, for the purposes of caring for a child under a formal Permanent Care Order, Enduring Parental Responsibility Order, Guardianship Order, Long Term Care Order, or similar termed order (PCO).

7.76.

Documentary evidence must be submitted on application for leave. Permanent care leave will be approved for new PCOs only and where the child or children has/have not previously lived with the employee (e.g. under a foster care arrangement or on a permanent care basis). Where more than one (1) child is placed with the employee at, or around the same time (e.g. siblings) under separate PCOs, the employee will only be entitled to 14 weeks paid leave in respect of all of the children (not 14 weeks paid leave for each child).

7.77.

Permanent care leave is non-gender specific and counts towards any parental leave that is taken in conjunction with the permanent care of a child.

7.78.

An employee with less than 12 months continuous service in the APS is eligible for permanent care leave, but only as leave without pay.

7.79.

Permanent care leave with pay counts as service for all purposes and must be taken within 66 weeks of assuming responsibility for the child.

SUPPORTING PARTNER LEAVE

7.80.

The delegate will grant ten (10) days paid leave or 20 days leave at half pay, to employees within 12 months, following the birth (or adoption or permanent care order or fostering) of a child. This provision is not applicable to employees who have utilised maternity, adoption, foster parents or permanent care leave for the same birth, assuming responsibility or adoption of a child.

LEAVE FOR ADF RESERVE AND CONTINUOUS FULL TIME SERVICE OR CADET FORCE OBLIGATIONS

7.81.

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

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

7.82.

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:

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

7.83.

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

7.84.

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

7.85.

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.

7.86.

Employees are to notify supervisors when the dates of ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

EMERGENCY SERVICES LEAVE

7.87.

Employees who are members of recognised community service organisations will have access to paid leave for emergency services responses, regular training, reasonable travel and recovery time and ceremonial duties. This will be limited to four (4) days initially but may be extended by the delegate at the end of that period.

COMMUNITY SERVICE LEAVE

7.88.

Employees are entitled to be absent from work without pay to participate in eligible community services in accordance with Division 8 of Part 2-3 of Chapter 2 of the *Fair Work Act 2009*.

7.89.

The delegate may grant a reasonable amount of leave without pay to undertake other community volunteering for organisations registered with Volunteering Australia.

7.90.

Community service work must not:

- a. involve any payment in cash or kind to the employees for work performed;
- b. replace a paid worker;
- c. generally be undertaken solely 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 primarily focused on promoting particular religious or political views.

7.91.

The amount of community service leave that will be granted will be subject to the operational requirements of the employee's workplace.

ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYEES' CEREMONIAL LEAVE

7.92.

The Department is committed to the employment of Aboriginal and Torres Strait Islander people and in particular in the jointly-managed national parks, and recognises the traditional rights, roles and obligations of Aboriginal and Torres Strait Islander employees.

7.93.

The delegate may grant leave with or without pay to Aboriginal and Torres Strait Islander employees for the purpose of participating in ceremonies relating to cultural practices, customs and traditions. The maximum period of paid leave in any calendar year is five days.

7.94.

Aboriginal and Torres Strait Islander Employees' Ceremonial Leave is subject to approval. Employees must notify their manager of their intention to be absent and, where possible, the anticipated length of absence.

7.95.

Employees may also access, purchased, recreation and flex leave for ceremonial purposes.

7.96.

Where agreed with their manager, Aboriginal and Torres Strait Islander employees located in the national parks may incorporate participation in ceremonial activities into their personal development plan under the Department's Performance and Development Scheme.

7.97.

The Department promotes the principles of Aboriginal and Torres Strait Islander reconciliation and supports attendance by Aboriginal and Torres Strait Islander employees at Department-sponsored NAIDOC celebrations as part of an employee's normal working duties. Departmental Aboriginal and Torres Strait Islander employees attending non-Departmental sponsored NAIDOC activities are eligible to apply for ceremonial leave under clause 7.93.

7.98.

In jointly managed Parks, Aboriginal and Torres Strait Islander employees may participate in NAIDOC ceremonies in their communities as normal working duties, subject to operational demands.

OTHER LEAVE (WITH & WITHOUT PAY)

7.99.

These leave provisions cover all other leave not specifically provided for elsewhere.

7.100.

Other leave may be approved by the delegate with or without pay, depending on the purpose of the leave. Leave without pay may be granted in accordance with the Department's Leave Without Pay Guidelines for a maximum period of 12 months. Periods of leave without pay for periods longer than 12 months will be considered in exceptional circumstances.

7.101.

Leave without pay does not count as service for any purpose except as provided for under the *Long Service Leave (Commonwealth Employees) Act 1976*, the *Superannuation Act 1976*, the *Superannuation Act 1990* and the *Superannuation Act 2005*.

7.102.

Other leave provisions are summarised as follows:

Purpose of leave	With/ Without pay	Summary of provision/limit of leave which may be approved
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Purpose of leave	With/ Without pay	Summary of provision/limit of leave which may be approved
Accompany spouse/partner on a Commonwealth posting or a posting in the interests of the Commonwealth	Without pay	<p>Maximum period is the period during which the employee's spouse/partner is required to perform the duties of the posting. Leave may be granted where the spouse/partner is:</p> <ul style="list-style-type: none"> • The holder of a Commonwealth office; • Employed by the Commonwealth; • Employed by an authority of the Commonwealth; • Employed by a body corporate incorporated under a state or territory law, in which the Commonwealth has a controlling interest; or • Employed in a capacity that is directly relevant to Australia's national interest (e.g. United Nations agency) and is posted by their employer.
Attend international sporting events	With pay	Applicable only to an employee who is an accredited official or competitor to attend a significant international sporting event, as determined by the delegate on a case-by-case basis.
Attend jury service	With pay	As necessary - provision of proof of duration and attendance required.
Bereavement/To attend a funeral	With pay	Three days per bereavement or more at discretion of manager.
Attending to or accompanying a member of the employee's family or household to attend to legal or other personal matters	With pay	Up to 1 day per occasion subject to presentation of satisfactory evidence of the need for such leave.
Attending cultural, ceremonial or religious obligations, including observance of religious holidays, which are not formally designated as public holidays in the Agreement	With pay	Up to 2 days paid leave per occasion subject to presentation of satisfactory evidence.
Attending National Aboriginal and Islander Day Observance Committee (NAIDOC) ceremonies	With pay	Up to 1 day per calendar year.
Moving house	With pay	Up to 2 days per occasion subject to presentation of satisfactory evidence of the need for such leave.
Attending graduation ceremonies	With pay	Up to 1 day per occasion subject to presentation of satisfactory evidence.

Purpose of leave	With/ Without pay	Summary of provision/limit of leave which may be approved
Disaster situations	With pay	May be granted when an employee's home or contents have been destroyed or significantly damaged by a disaster. Limit of four (4) days, but may be extended by the delegate at the end of that period in exceptional circumstances.
Donate blood	With pay	As necessary.
Employment in the interests of the service (including for an employee's professional development)	Without pay	the delegate must be satisfied that the employment is in the interests of the APS and no conflict of interest exists. A one (1) year maximum period.
Leave for local government purposes	With pay / without pay	<p>May be granted to an employee who is a duly elected office holder of a local government council:</p> <ul style="list-style-type: none"> • for a maximum period of three (3) days in any 12 months period, to enable them to attend formal meetings of council; or • if they are mayor/president of the council, five (5) days in any 12 month period, to enable them to attend to the duties of the local government office. <p>NB: the 12 months period starts on the date or anniversary of the date the employee becomes an office holder, or mayor/president of the council.</p>
Personal reasons	Without pay	Limit of one (1) year, but may be extended by the delegate at the end of that period in accordance with Departmental guidelines. Will not normally be granted for the purposes of trying out a second career.
Returned soldiers for medical purposes etc.	With pay	<p>Subject to presentation of satisfactory evidence of the need for such leave:</p> <ul style="list-style-type: none"> • two (2) weeks every 12 months.
Union training leave	With pay / without pay	An employee will be granted reasonable access to attend relevant short union training courses and seminars in workplace relations matters including occupational health and safety matters, taking into consideration operational requirements.
Attendance at industrial proceedings	With pay	An employee required by Fair Work Australia, to attend industrial proceedings will be granted leave. Leave is not to be granted to more than two (2) representatives of a union at a time in respect of any one proceeding.

Purpose of leave	With/ Without pay	Summary of provision/limit of leave which may be approved
War service related illness/injury	With pay	Up to nine (9) weeks non-accumulative. Up to an additional nine (9) weeks at a rate of three (3) weeks per year.
Witness in legal proceedings	With pay / without pay	Period required to attend, to give evidence in legal proceedings.

PART 8 - WORKFORCE MANAGEMENT

PROBATION

8.1.

Probation may be imposed in accordance with section 22 of the *Public Service Act 1999*, on the engagement of employees on probation (refer to the Department's Probation Policy, as varied from time to time through the normal consultative process). The probation period is generally three (3) months but the delegate may set an alternative period of probation where reasonable, having regard to the nature and circumstances of employment.

MOVEMENT WITHIN THE DEPARTMENT

8.2.

Flexible mobility arrangements are an important ingredient in promoting the development of a skilled and flexible workforce and the successful use of project teams and taskforces within the Department. Such arrangements also recognise that employees are employed to undertake work directed at achieving the Department's corporate objectives and priorities, rather than being engaged just to perform a particular function or activity.

Ongoing Movement

8.3.

Branch Heads are required to release an employee who has been selected as part of a formal selection process for an ongoing move at level from within the Department. The reassignment of duties would normally take place within a four (4) week period, with the employee's losing and gaining Branch Heads agreeing on a starting date.

Temporary Reassignment

8.4.

Where an employee has been selected for temporary reassignment of duties within the Department for a period of six (6) months or more as part of a formal selection process, the reassignment of duties will normally take place within a four (4) week period, but the reassignment of duties is also subject to the Department's over-riding operational requirements. The employee's losing and gaining Branch Heads will agree on a starting date.

CLASSIFICATION STRUCTURE & ARRANGEMENTS

8.5.

The APS classification structure, with the Department's local designations as outlined in Schedules 1, 3 and 4 of this Agreement applies throughout the life of this Agreement.

8.6.

Employees progressing through annual salary points within their classification pay bands will be assessed for advancement to the next salary point in accordance with the Department's Performance and Development Scheme. Movement of employees between the classification bands will be on the basis of a merit selection process.

Progression through the pay points within each level (see Schedule 1 of this Agreement) is in accordance with the Department's Performance and Development Scheme and the procedures of clauses 5.39 – 5.45 of this Agreement.

BROADBANDING

8.7.

Broadbanding arrangements for APS level 1/2, Public Affairs Officers, Research Scientists, Graduates, School Leavers and Legal Officers are outlined in clauses 8.16 – 8.28 and the relevant pay scales are outlined at Schedule 1 of this Agreement.

RESEARCH SCIENTISTS

8.8.

The Research Scientist (RS) group is broad banded between the APS Level 6 - EL 2 classification levels.

8.9.

Entry to the RS group, at any level, would normally be as a result of merit selection to a vacant position. In some exceptional circumstances individual assessment for reassignment at level may be appropriate, subject to an available position. Progression to higher classification levels within the group may also be as a result of merit selection in respect of advertised vacancies, otherwise, the following arrangements will apply.

Research Scientist Merit Advancement Arrangements

8.10.

Movement through the pay points within the Research Scientist, Senior Research Scientist and Principal Research Scientist levels is based on achievement of a rating of 3 and above in the annual performance appraisal, in accordance with the Performance and Development Scheme.

8.11.

Advancement to the Senior Research Scientist, Principal Research Scientist and each of the levels of Senior Principal Research Scientist is through merit advancement in accordance with the Research Scientist Merit Advancement Guidelines.

8.12.

Advancement to the Senior Research Scientist and Principal Research Scientist levels will be a substantive promotion through merit advancement.

8.13.

Advancement to each level of Senior Principal Research Scientist will be for an agreed period of up to five years through merit advancement. Reaffirmation to the SPRS level will be subject to continued satisfactory performance in accordance with the Performance and Development Scheme and operational requirements.

HEAD OFFICE ANTARCTIC MEDICAL PRACTITIONERS

8.14.

Head Office Antarctic Medical Practitioner (HO AMP) classifications are reflected in Schedule 1 of this Agreement as follows:

- HO AMP Level 1 (Executive level 1); and
- HO AMP Level 2 (Executive level 2).

EXPEDITIONER ANTARCTIC MEDICAL PRACTITIONERS

8.15.

Expeditioner Antarctic Medical Practitioner (EAMP) classifications are reflected in Schedule 4 of this Agreement as follows:

- EAMP Level 1 (Executive level 1); and
- EAMP Level 2 (Executive level 2).

LEGAL OFFICERS

8.16.

Duties assigned to a position that requires an employee to hold a degree in law, or admission in Australia as a legal practitioner, and to use professional legal skills and abilities must be classified as either:

- APS levels 3, 4, 5 and 6 (locally designated Legal Officer); or
- Executive Level 1 (locally designated Senior Legal Officer); or
- Executive Level 2 (locally designated Principal Legal Officer).

Entry to the Legal Officer classification at any level would normally be as a result of merit selection to a vacant position. In some exceptional circumstances individual assessment at level may be appropriate, subject to an available position.

Progression through the pay points within each level (see Schedule 1 of this Agreement) is in accordance with the Performance and Development Scheme and the procedures of clauses 5.41–5.45 of this Agreement.

APS 1/2 EMPLOYEES

8.17.

Employees allocated to the APS 1/2 classification may progress through the APS 1/2 pay points (see Schedule 1 of this Agreement) in accordance with the Performance and Development Scheme and the procedures of clauses 5.41 – 5.45 of this Agreement.

PUBLIC AFFAIRS OFFICERS

8.18.

Duties assigned to a position that requires an employee to hold a media cadetship, or relevant public affairs degree or diploma or to have extensive work experience, and to use professional public relations and communication skills and abilities must be classified as either:

- APS Levels 4 and 5 (locally designated Public Affairs Officer Grade 1); or
- APS Level 6 (locally designated Public Affairs Officer Grade 2); or
- Executive Level 1 (locally designated Public Affairs Officer Grade 3); or
- Executive Level 2 (locally designated Senior Public Affairs Officer 1.1); or
- Executive Level 2 (locally designated Senior Public Affairs Officer 2.1).

8.19.

Employees allocated to the APS 4 and 5 classifications may progress through the APS 4 and 5 pay points (see Schedule 1 of this Agreement) in accordance with the Performance and Development Scheme and the procedures of clauses 5.41–5.45 of this Agreement and subject to receiving a rating of 3 and above. Opportunity for advancement to Senior Public Affairs Officer 2.1 is limited by the availability of an ongoing vacancy at the Senior Public Affairs Officer 2.1 level and is subject to a competitive selection process.

SPECIAL TRAINEE PROGRAMS

8.20.

The Department may from time to time establish special trainee programs to develop basic skills to assist and support transition into the workforce. Employees recruited to a special trainee program will undertake a course of training as determined by the delegate. Upon successful completion of the training requirements trainees will be allocated to the APS 1/2 classification at a salary determined by the delegate subject to vacancies at this level.

SCHOOL LEAVER PROGRAM

8.21.

All employees engaged under the Department's School Leaver Program, including those employed at the commencement of this Agreement, will be paid salary calculated at 81% of the APS 1/2.1 pay point.

8.22.

School leaver employees will be required to undertake a course of training determined by the delegate and complete three (3) work rotations.

8.23.

School leaver employees will be on probation as per clause If the delegate determines that the employee's performance is not satisfactory then the employee may be terminated.

8.24.

On completion of the department's School Leaver Program and subject to successfully completing the third work rotation and the course of training determined by the delegate, the employee will be advanced to the APS 1/2.2 pay point. For the avoidance of doubt, 'successfully completing' in this clause means achieving at least satisfactory performance.

GRADUATE PROGRAM

8.25.

Employees under the Department's Graduate Program will be engaged at the APS 3 level (unless otherwise determined by the delegate).

8.26.

Graduate employees will be required to undertake a course of training determined by the delegate and complete three (3) work rotations.

8.27.

Graduate employees will be on six (6) months probation. If the delegate is satisfied that the workplace requirements have been met or exceeded as per the performance agreements for the first two rotations, the employee will be advanced to the next salary point at the APS 3 level, as determined by the delegate.

8.28.

On completion of the Graduate Program and subject to successfully completing the third work rotation and the course of training determined by the delegate, the employee will be advanced to the APS 4 level with a salary point at APS 4.3 pay point, as determined by the delegate. For the avoidance of doubt, if workplace requirements have been met or exceeded a graduate employee has achieved at least satisfactory performance.

CADETS

8.29.

Cadets will be required to undertake a course of study determined by the delegate. When the delegate is satisfied that the course of study has been successfully completed, the cadet will be allocated an operational classification at the APS 3 level, with a salary point at or above the minimum pay point for the APS 3 level, as determined by the delegate. For the avoidance of doubt, 'successfully completed' in this clause means achieving at least satisfactory performance. Clause 5.11 of this Agreement specifies the cadet rates of pay which apply prior to the course of study being completed.

WORK LEVEL STANDARDS

8.30.

The Department's Work Level Standards will be adjusted, as necessary, through the normal consultative processes.

APPRENTICESHIPS

8.31.

Where an employee is engaged as a school-based apprentice or trainee they will be entitled, on a pro rata basis, to the same conditions to which a full-time apprentice doing the same kind of work in the same location and for the same employer would be entitled.

REDEPLOYMENT

8.32.

The redeployment and redundancy provisions apply only to ongoing employees. They do not apply to ongoing employees on probation or non-ongoing employees employed for a specified period, specified task or on an irregular or intermittent basis.

8.33.

Where an employee becomes excess or potentially excess the delegate will discuss with the employee possible options. Potentially excess employees may be placed on a local priority placement register. Excess employees will be placed on a local priority placement register and if they request may be placed on a Department-wide priority placement register. Employees on a priority placement register will be considered for vacant ongoing positions at their substantive level, in isolation from and not in competition with other applicants for an advertised vacant position. If an employee is considered suitable, he/she will be reassigned to the duties of the vacant position. An employee will be considered not suitable if the delegate is satisfied that he/she is unable to demonstrate that they have the capacity to perform the duties of the vacant position currently, or within a reasonable period of time. A reasonable period will usually be three (3) months. In the interests of facilitating placement an independent person will participate in the assessment process.

8.34.

The claims of excess employees for ongoing positions at their substantive level will be considered prior to any decision to notify vacancies in the Australian Public Service Gazette.

8.35.

Employees who have been declared excess or have been formally advised that they are potentially excess will be assisted to explore redeployment options as part of the APS Redeployment Policy.

8.36.

The delegate will take all reasonable steps, including appropriate training, consistent with the interests of the efficient administration of the Department, to move an excess employee to a suitable vacancy at the same level within the Department.

8.37.

The delegate may facilitate swaps at same level between excess employees who wish to remain employed and are assessed as suitable for available duties in the Department and employees who wish to be redundant.

REDUNDANCY

Accelerated Separation Arrangements

8.38.

The Department may provide employees likely to be subject to the redundancy provisions of this Agreement with an accelerated separation option. In addition to the severance benefit, this option provides employees who have been identified as eligible to elect for voluntary redundancy and whose employment comes to an end 14 days after the election, an amount of ten (10) weeks salary (or 11 weeks salary for an employee over 45 years old with a least five [5] years continuous service). The payments made under this clause are inclusive of any statutory entitlement to payment in lieu of notice.

8.39.

This option is available to employees who exit from the Department prior to the commencement of any formal consultation with employees and, where they choose, their nominated representatives, noting that at any time, the employee may nominate a representative they wish to be involved in this matter, in which case the delegate will hold discussions with the employee and their representative.

8.40.

Where an employee has elected not to accept an offer under this option, the redundancy provisions of this Agreement will then apply.

Consultation Process

8.41.

When the delegate is aware that an employee is likely to become excess, the delegate will advise the employee of the situation at the earliest practicable time.

8.42.

The delegate will hold discussions with the employee to consider whether voluntary retrenchment might be appropriate. Where the employee nominates a representative they wish to be involved in this matter, the delegate will hold discussions with the employee and their representative.

8.43.

Where 15 or more employees are likely to become excess the delegate will comply with the provisions of sections 530 and 531 of the *Fair Work Act 2009*.

8.44.

The delegate shall advise those employees who are identified as excess to requirements as soon as practicable.

Voluntary Redundancy

8.45.

Where the delegate invites an excess employee to elect for voluntary redundancy, the employee will have one (1) month in which to make an election.

8.46.

Within two (2) weeks of the beginning of the month referred to in clause 8.45, an employee invited to elect for voluntary redundancy will be given information on the following, at the time of the offer:

- a. amount of severance pay, pay in lieu of notice and paid up leave credits;
- b. options available to the employee concerning superannuation (through ComSuper or another provider); and
- c. taxation rules applying to the various payments (through the Australian Taxation Office).

This information is provided for guidance purposes only, and is not an offer capable of forming a binding contract.

8.47.

Where an election is made and the delegate accepts the election, the delegate will not give notice of termination before the end of the one month period referred to in clause 8.45, unless the employee chooses to waive the remainder of the period.

8.48.

Financial assistance will be provided (up to a maximum of \$600) for financial advice.

8.49.

Only one (1) opportunity to elect for voluntary redundancy will be provided to an excess employee.

Period of Notice

8.50.

If the employee elects for voluntary redundancy, the delegate may terminate the employee's employment by giving the required notice of termination under section 29 of the *Public Service Act 1999*. The period of notice will be four (4) weeks (or five [5] weeks for an employee over 45 with at least five [5] years of continuous service).

8.51.

Where an employee's employment is terminated at the beginning of, or within, the notice period the employee will receive payment in lieu of notice as set out in the *Fair Work Act 2009* for the unexpired portion of the notice period.

Redundancy Pay

8.52.

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

8.53.

The minimum sum payable will be 4 weeks salary and the maximum will be 48 weeks' salary.

8.54.

The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.

Service for Severance Pay Purposes

8.55.

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; and
- e. service in another agency, where the employee was moved from the APS to that agency with a transfer of function; or an employee engaged by that agency on work within a function is appointed as a result of the transfer of that function to the APS; and such service is recognised for Long Service Leave purposes.

8.56.

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

- a. the break in service was less than one (1) month and occurred where an offer of employment in relation to the second period of service was made and accepted by the employee before the first period of service ended (whether or not the two [2] periods 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 the repealed section 49 of the *Public Service Act 1922*.

8.57.

Any period of service which was terminated by way of:

- a. an employee being excess to requirements;
- b. an employee lacking or losing an essential qualification;

- c. physical or mental incapacity;
- d. non-performance or unsatisfactory performance of duties;
- e. failure to complete an entry-level training course;
- f. failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*;
- g. breach of the APS Code of Conduct; and
- h. voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit;

will not count as service for severance pay purposes.

8.58.

Absences from work, which do not count as service for Long Service Leave purposes will not count as service for severance pay purposes.

Rate of Redundancy Payment

8.59.

For the purpose of calculating any payment under clauses 8.52 – 8.58, salary will include:

- a. the employee's salary at their substantive classification level; or
- b. for the purposes of Long Service Leave in Lieu, recreation leave and severance the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of the termination of employment;
- c. shift penalties, where the employee has undertaken shiftwork and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding being given notice of termination of employment. A weekly average of penalties due over the 12 months will be included in the salary;
- d. other allowances in the nature of salary, which are paid during periods of annual leave and on a regular basis, and
- e. excludes allowances, which are a reimbursement for expenses incurred or living allowances such as the Remote Locality Allowance.

RETENTION PERIODS

8.60.

An excess employee who does not elect for voluntary redundancy with the payment of a redundancy benefit will be entitled to the following period of retention:

- a. 56 weeks where the employee has 20 years or more service or is over 45 years old; or
- b. 30 weeks for all other employees.

8.61.

If an employee is entitled to a redundancy payment under the National Employment Standards (NES) the retention period at clause 8.60 will be reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

Commencement of Retention Period

8.62.

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

- a. the day the employee is advised in writing by the delegate that they are an excess employee; or
- b. one (1) month after the day on which the delegate invites the employee to elect for voluntary redundancy under clause 8.45.

8.63.

The retention period will be extended by any periods of certified sick leave taken during the retention period.

Employer Responsibilities

8.64.

During the retention period the delegate:

- a. will continue to take reasonable steps to find alternative employment for the excess employee, including advising the employee of any APS employment opportunities known to the delegate and providing up to \$5000 for career transition support to be approved by the delegate; and
- b. may with four (4) weeks notice, move the excess employee to a job with a lower APS classification. The employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.

Employee Obligations

8.65.

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.

Assistance for Reasonable Incurred Expenses

8.66.

An excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.

8.67.

Where an excess employee is required to move their household to a new locality as a result of a movement or reduction in classification they will be entitled to reasonable expenses.

RETENTION PERIOD – EARLY TERMINATION

8.68.

Where the Delegate is satisfied that there is insufficient productive work available for the employee within the agency during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS:

- a. the Delegate may, with the agreement of the employee terminate the employee's employment under section 29 of the *Public Service Act 1999*; and

- b. upon termination, the employee will be paid a lump sum comprising:
 - (i) the balance of the retention period (as shortened for the National Employment Standards under clause 8.61) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
 - (ii) the employee's NES entitlement to redundancy pay.

INVOLUNTARY TERMINATION OF EMPLOYMENT

8.69.

Subject to clauses 8.70 – 8.71, the delegate may, under section 29 of the *Public Service Act 1999*, involuntarily terminate the employment of an excess employee at the end of the retention period.

8.70.

An excess employee will not have their employment terminated involuntarily if the employee has not been invited to accept an offer of voluntary redundancy or has elected to have their employment terminated but the delegate has refused to approve it.

8.71.

An excess employee will not have their employment terminated involuntarily without being given four (4) weeks notice (or five [5] weeks notice for an employee over 45 with at least five [5] years of continuous service) of termination of employment, or payment in lieu of notice. These periods of notice will, as far as practicable, be concurrent with the retention periods.

TERMINATION OF NON-ONGOING EMPLOYMENT

8.72.

Clauses 8.73 – 8.75 apply to non-ongoing employees, other than:

- a. expeditioner employees; and
- b. employees who are serving a period of probation.

8.73.

Non-ongoing employment may be terminated for reasons other than misconduct, for example where:

- a. the duties for which the employee was engaged are no longer available;
- b. the duties for which the employee was engaged have been completed ahead of time;
- c. a decision has been made that the duties for which the employee was engaged are no longer required to be performed;
- d. there is unsatisfactory performance; or
- e. any other grounds as provided for in this Agreement.

8.74.

Where the employment of a non-ongoing employee is terminated for reasons other than misconduct, the delegate may approve a payment to the employee at the applicable rate of pay in accordance with Table 8.74.1. Such payment will be considered to be inclusive of payment in lieu of any required period of notice under section 117 of the *Fair Work Act 2009* subject to payment meeting the minimum notice requirements of that Act.

TABLE 8.74.1

Period of service forgone	Payment
Not more than six (6) months	1 week (plus one (1) additional week if over 45 with at least five (5) years continuous service)
More than six (6) months but not more than 12 months	Four (4) weeks
More than 12 months but not more than 18 months	Eight (8) weeks
More than 18 months but not more than 24 months	12 weeks
More than 24 months but not more than 30 months	16 weeks
More than 30 months	20 weeks

8.75.

An employee whose employment has been terminated for reasons other than a breach of the APS Code of Conduct will retain eligibility for relocation to their place of recruitment and removal of their personal effects to the place of recruitment, where these conditions are included in their employment contract or notice of engagement.

OCCUPATIONAL HEALTH & SAFETY

8.76.

The Department is committed to a strategic approach to continuously improving our Occupational Health & Safety (OH&S) performance.

The Department and its employees agree that they will strive to promote and maintain a safe workplace that is free from bullying and harassment. When complaints of bullying and harassment are made they will be addressed in a timely way by management.

The Department's policies on OH&S enable effective cooperation between the employer and employees on OH&S matters. The Department's aim under this policy is to create and maintain a safe and healthy work environment and fulfil its responsibilities under the *Occupational Health & Safety Act 1991* or any successor legislation, which also includes the requirement to have an OH&S Committee. The Department's Health and Safety Management Arrangements and information regarding the management of employees who are ill and injured are outlined in Departmental employment policies and guidelines. The Department will require employees who are considered at risk of hearing impairment or skin cancer due to the nature of their work to undertake preventative assessments. Sunscreen and sunglasses are to be provided by local areas to employees who are required regularly to work outdoors to protect against the effects of ultraviolet radiation.

8.77.

The Department:

- a. will operate a health and wellbeing program;
- b. will provide access by employees and their families to the Employee Assistance Program;

- c. will provide access to specialist critical incident stress debriefing to employees as required; and
- d. will, where sufficient employees make themselves available, continue to provide appropriate numbers of Emergency Wardens, Workplace Contact Officers, First Aid Officers and first aid kits.

EMPLOYEE ASSISTANCE PROGRAM

8.78.

The Department will provide employees and their family members with access to a confidential, professional counselling service.

DISCRIMINATION FREE WORKPLACE

8.79.

The Department and its employees agree that it is their intention to:

- achieve the objective of respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination at their workplace on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, and social origin. Any dispute concerning these provisions and their operation will be dealt with under the review of Departmental decisions/actions in clauses 12.25–12.33 of this Agreement; and
- ensure that employers and employees are free to join or not join industrial associations, and will not be discriminated against or victimised because they are, or are not, members or officers of industrial associations. In the event of a dispute, the dispute resolution procedures are at clauses 12.34-12.44 of this Agreement.

8.80.

Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, state or territory legislation.

RECRUITMENT & SELECTION OF PEOPLE

8.81.

Recruitment and selection is in accordance with the legislative framework applying to the APS, including the *Public Service Act 1999* and with the Department's Recruitment and Selection Guidelines, as varied from time to time. The Department is committed to application of the merit principles and best practice in its approach to recruitment, promotion, movement and progression. In establishing best practice, the Department will have regard to benchmarks in the public and private sectors. Consideration will be given to the Department's excess, and potentially excess, employees in accordance with clause 8.32 – 8.37.

Special Measures

8.82.

The Department recognises that the purpose of employing staff under the Special Measures provision¹⁰ is to improve employment outcomes for Indigenous Australians, and to ensure that the diversity of the APS workforce reflects that of the Australian community. Consequently, the Department continues to support the recruitment of Aboriginal and Torres Strait Islander people using the Special Measures provisions.

¹⁰ *Public Service Commissioner's Directions 1999* at 4.2 (6)(b)(i) and 4.3(3)(b)(i)

PART 9 - REMOTE SUPPORT

REMOTE LOCALITIES ASSISTANCE

9.1.

The Department recognises that staff working in remote and isolated localities require assistance with the additional cost, inconvenience and physical and social isolation of living and working at such locations. Accordingly all eligible staff will receive such assistance in line with the provisions of this agreement. In the event that work is required to be performed in a remote location or unique circumstances arise that are not considered in this agreement the delegate shall determine appropriate allowances to be applied in accordance with this principle.

9.2.

Following a review to establish a process to determine the appropriate relativities for the remote location allowance in departmentally specified remote localities, the parties agree to adopt the Quality of Living assessment methodology for future reviews of these relativities. The parties will conduct a Joint Review of these relativities prior to the nominal expiry date of this agreement so that its results can inform consideration of any proposed changes. This review will firstly aim to improve the Quality of Living assessment methodology and secondly, make use of the improved methodology to undertake a new internal assessment of remote locality relativities.

REMOTE LOCALITIES ASSISTANCE (RLA)

9.3.

On commencement of this Agreement, the Remote Localities Base Salary (RLBS) for the sole purpose of calculation of Remote Localities Assistance is \$65,095 per annum. It increases at the same rate as allowances in this Agreement as per clause 5.21, shown in Table 9.3.1.

TABLE 9.3.1

Date	Remote Localities Base Salary (p.a.)
Commencement of the Agreement	\$65,095
1 July 2012	\$66,722
1 July 2013	\$68,390

9.4.

Employees stationed in the Department's remote localities listed in Table 9.4.1 are eligible to receive assistance in the form of:

- an annual allowance paid fortnightly;
- leave fares assistance (as per clause 9.29); and
- additional leave as outlined in Table 9.4.1 and in accordance with the provisions of clauses 9.8-9.13 of this Agreement.

TABLE 9.4.1

Location	Extra Recreation Leave per annum	Employees with dependants (as % of Remote Localities Base Salary)			Employees without dependants (65% of 'with dependants' rate) (as % of Remote Localities Base Salary)		
		Total Value RLA (Column A)	Value of Extra Leave and Leave Fares	Value of Allowance (Column B)	Total Value RLA (Column C)	Value of Extra Leave and Leave Fares	Value of Allowance (Column D)
Longreach	3 days	12.5%	5%	7.5%	8.1%	3%	5.1%
Norfolk Island	3 days	15%	5%	10%	9.8%	3%	6.8%
Alice Springs	5 days	15%	5%	10%	9.8%	3%	6.8%
Kakadu/ Jabiru	7 days	25%	9%	16%	16.3%	5%	11.3%
Port Hedland	5 days	25%	5%	20%	16.3%	3%	13.3%
Christmas Island	7 days	30%	9%	21%	19.5%	5%	14.5%
Uluru - Kata Tjuta	7 days	35%	9%	26%	22.8%	5%	17.8%
Cocos (Keeling) Islands	7 days	37.5%	9%	28.5%	24.4%	5%	19.4%

9.5.

The total value of the RLA (including the value of additional leave and leave fares assistance) is shown in Table 9.4.1. Column A of the Table applies to employees with dependants and Column C applies to employees without dependants. Columns A and C express the total value of the RLA as a percentage of the Remote Localities Base Salary. The cash component of the Remote Localities Assistance, the Remote Localities Allowance, is derived from the percentages shown in Column B for employees with dependants and Column D for employees without dependants. The dollar values of the Remote Localities Allowance are set out in Table 9.5.1.

TABLE 9.5.1

Location	Annual Remote Localities Allowance, Employees with dependants			Annual Remote Localities Allowance, Employees without dependants		
	From EA Commencement (p.a.)	From 1 July 2012 (p.a.)	From 1 July 2013 (p.a.)	From EA Commencement (p.a.)	From 1 July 2012 (p.a.)	From 1 July 2013 (p.a.)
Longreach	\$4,882	\$5,004	\$5,129	\$3,320	\$3,403	\$3,488
Norfolk Island	\$6,509	\$6,672	\$6,839	\$4,426	\$4,537	\$4,651
Alice Springs	\$6,509	\$6,672	\$6,839	\$4,426	\$4,537	\$4,651
Kakadu/ Jabiru	\$10,415	\$10,676	\$10,942	\$7,356	\$7,540	\$7,728
Port Hedland	\$13,019	\$13,344	\$13,678	\$8,871*	\$8,874	\$9,096
Christmas Island	\$13,670	\$14,012	\$14,362	\$9,439	\$9,675	\$9,917
Uluru - Kata Tjuta	\$16,925	\$17,348	\$17,781	\$11,587	\$11,877	\$12,173
Cocos (Keeling) Islands	\$18,552	\$19,016	\$19,491	\$12,628	\$12,944	\$13,268

* Port Hedland 'without dependants' rate is frozen until 1 July 2012.

9.6.

Only employees who were employed at the Department's former remote localities (as outlined in Table 9.6.1) will remain eligible, while they continue to work at those localities, to receive remote assistance as outlined in Schedule 2, Table 9.6.1 and in accordance with the provisions of clauses 9.9 – 9.13 of this Agreement.

TABLE 9.6.1

Location	Date for eligibility	Extra Recreation Leave per annum	Leave Fares Cash Out
			Entitlement
Darwin	10 August 2006	5 days	Annual
Booderee	1 July 2004	N/A	N/A

9.7.

The provisions outlined in clause 9.6 and in Table 9.6.1 do not apply to employees engaged, promoted or moved to the locations in Table 9.6.1 after the date provided for in Table 9.6.1. The only exception is that employees who commenced in Darwin after this date will be provided with five (5) days additional recreation leave per year.

Departmental Employees Remote Locality Allowance (RL Allowance)

9.8.

RL Allowance is an annual allowance paid fortnightly with salary at the rates specified for each locality as set out in Table 9.5.1 of this Agreement. The definition of dependant for RL Allowance purposes is included in the definitions at Part 13 of this Agreement.

9.9.

RL Allowance does not count as salary for superannuation, long service leave in lieu, or severance payment purposes.

9.10.

An employee with a spouse/partner who is also an employee of a Commonwealth agency and is entitled to RL Allowance will be regarded as an employee without dependants for the calculation of the allowance. Entitlements that were established during the 2006-2009 Collective Agreement will be retained by affected employees while at their current location.

9.11.

If the Department opens an office in a remote locality not listed in this agreement the delegate, in consultation with the parties to this agreement, will determine the Remote Localities Assistance that will apply to the new locality after consulting affected employees making use of the Quality of Living assessment methodology.

Payment of RL Allowance during Periods of Leave

9.12.

The RL Allowance will be paid during periods of personal leave, recreation leave and other paid leave. However, for Long Service Leave the allowance is paid only if the employee resides in the locality while on Long Service Leave.

Payment of RL Allowance in addition to Travelling Allowance

9.13.

An employee may, where the employee is in receipt of a Travelling Allowance (TA), be paid RL Allowance in addition to TA (clauses 6.53 – 6.67 of this Agreement) while temporarily stationed in a locality that would normally attract the payment of RL Allowance where the delegate considers this appropriate. Generally, RL Allowance is paid after the first 21 days when the employee becomes eligible for review TA as provided for in clause 6.68 of this Agreement.

Reunion Fares – New recruits to Darwin

9.14.

Ongoing employees engaged, moved, assigned or promoted to Darwin from another Australian locality and their eligible dependants (as defined in Part 13 of this Agreement) will be eligible for an annual reunion fare to the place of the employee's recruitment in the life of this Agreement. The fares will be cashed out in accordance with clauses 9.29- 9.31 of this agreement. This provision does not apply to employees who will be eligible for Darwin RL Allowance and Leave Fares Assistance as per clause 9.6.

Outdoor Work Allowance

9.15.

Employees whose specified duties include regular outdoor work shall be paid an outdoor work allowance as provided for at clause 6.42 – 6.47 of this Agreement.

Hat and Boot Allowance

9.16.

Employees who are required regularly to work outdoors and are not provided with boots and hats as part of their uniform are entitled to receive an allowance as provided for in clause 6.72 of this Agreement.

Education Allowance

9.17.

Where an employee is relocated to a remote locality and they have eligible children attending secondary school they may be entitled to an education costs allowance as provided for in the Department's Relocation Assistance Guidelines, where the eligible child does not move with them to the remote locality.

MEDICAL AND DENTAL COSTS – VISITS TO NORFOLK ISLAND

9.18.

Employees receiving a Travelling Allowance may be reimbursed certain medical and dental costs incurred while on short-term visits to Norfolk Island where a doctor or dentist (whichever is applicable) has certified the treatment was necessary.

EMPLOYEE HOUSING

Rental Contributions

9.19.

Staff occupying Commonwealth provided housing will be required to make rental contributions, to be adjusted in line with the CPI as follows:

Type of Residence	Rental Contribution
1 bedroom	\$ 158.38 per fortnight
2 bedroom	\$ 158.38 per fortnight
3 bedroom	\$ 166.88 per fortnight
4 bedroom	\$ 166.88 per fortnight

9.20.

Staff occupying Commonwealth provided housing on a shared accommodation basis will pay a proportion of the appropriate rate outlined in clause 9.19 as approved, from time to time, by the delegate.

9.21.

The Department and representatives of the parties to the Agreement will conduct a Joint Review of housing assistance provided to employees in remote localities during the life of this agreement.

Air Conditioning Subsidy

9.22.

Employees who reside at Kakadu/Jabiru will be paid an air conditioning subsidy for the period 1 September to 30 April each year under the following guidelines:

Air Conditioning Subsidy Where:	Rate
1 room air conditioner installed	50% of total charge for period
2 room air conditioners installed	60% of total charge for period
3 or more room air conditioners installed or ducted air conditioning system	70% of total charge for period

9.23.

The delegate may extend the air conditioning subsidy to other remote localities during the life of this Agreement where a need is identified.

Director of National Parks Housing Policy

9.24.

The Director of National Parks Housing Policy and the Christmas and Pulu Keeling National Park Rental Assistance Policy – Exceptional Circumstances (as varied from time to time through the Department's normal consultative processes) provide housing principles for Parks Australia remote localities.

Furniture Provision - National Parks

9.25.

Parks Australia provides whitegoods, some furniture and other household goods in some locations.

9.26.

The Department will continue the current provision of furniture/white goods at Kakadu National Park and will provide two (2) fridge/freezers for households at ranger stations outside Jabiru.

Furniture Provision - SSD

9.27.

Furniture/white goods are not provided for employees at Jabiru or Darwin.

TRAVEL ASSISTANCE

9.28.

Travel assistance clauses 9.29-9.39 apply to employees employed at the localities listed in Table 9.4.1 or employees who are employees for the purposes of clause 9.4 of this Agreement.

Leave Fares Assistance

9.29.

Ongoing employees and non-ongoing employees (excluding irregular and intermittent employees), and their eligible dependants (as defined at clause Part 13 of this Agreement), will receive an annual Leave Fares Assistance (LFA) entitlement in accordance with the following arrangements:

- a. the entitlement will accrue to the employee (and their dependants) 12 months after commencement in the remote locality and on the anniversary of that date and will be provided as a cash payment;
- b. the payment will be based on the cost to the Department of return airfares through the Department's travel management provider to the nearest capital city (Adelaide for the Northern Territory and Perth for Western Australia and the Indian Ocean Territories). The payment will be based on the cost of the return airfare as of 1 January (or next working day) each year;
- c. the payment will be grossed-up by a factor of 50%. No gross-up will apply to Norfolk Island;
- d. the entitlement must be taken in conjunction with at least five (5) days leave and the employee must leave the locality. The shut-down period of Christmas will be counted towards the required five (5) days leave;
- e. employees employed on a fixed term contract exceeding 12 months will be entitled to pro rata payments after the first 12 months;
- f. employees who cease employment with the Department after 12 months will also be entitled to a pro rata amount; and
- g. for eligible part-time employees the payment will be based on their pro rata hours at the anniversary date.

Calculation of Allowance for Eligible Children

9.30.

Where an employee has eligible children, the payment will be based on the eligible dependant's age at the date of accrual as follows:

- Under 2 – ineligible for payment;
- Between 2 and 11 – child rate; and
- Between 11 and 18 - child rate.

If a child rate is not available the adult rate applies and will be calculated as per clause 9.29.

Anniversary Date for Leave Fares Assistance

9.31.

The anniversary date for employees stationed at a remote locality will be the date of commencement in the remote locality. For calculation of the leave fare see clause 9.29.

Island Territory Reunion Fares Transitional Provisions

9.32.

Employees and dependants posted at 15 November 2002 to Christmas, Cocos (Keeling), or Norfolk Islands for a fixed term period of two (2) years and whose posting is subsequently extended, shall be entitled to a return fare (through the Department's travel management provider – best fare of the day) to the place of initial recruitment. The employee may elect to travel to a place other than the place of initial recruitment, but the Department will only pay for the cost of the Department's travel management provider's fare to place of recruitment. This entitlement is additional to the normal LFA. This clause does not apply to new fixed term postings made after 15 November 2002.

Medical or Dental Treatment – Reimbursement of Transport Costs

9.33.

Where:

- a. an employee is stationed at a locality where there is no available medical practitioner, dentist or specialist; and
- b. it is immediately necessary for the employee or a dependant of the employee to travel from the locality for medical, dental or specialist treatment:

The delegate will authorise reimbursement of the cost of transport by air through the Department's travel management provider where possible or surface transport for travel to the nearest place where the medical or dental treatment can be given, and for return to the locality after treatment, provided that a qualified medical practitioner, qualified dentist or specialist certifies the immediate necessity of, and essential nature of follow up appointments to the treatment;

The delegate will authorise reimbursement of transport costs for employees, and or their dependants, located in the Indian Ocean Islands or on Norfolk Island for medical, dental or specialist treatment.

Emergency or Compassionate Travel – Reimbursement of Transport Costs

9.34.

Where:

- a. an employee or dependant of an employee is stationed at a remote locality; and
- b. it is necessary for the employee or a dependant of the employee to travel from the locality for emergency or compassionate reasons (i.e. where a close family member becomes critically or dangerously ill or dies, or other crisis situations approved by the delegate;
- c. the delegate will authorise reimbursement of reasonable costs incurred for return transport by air (through the Department's travel management provider where possible) or surface travel within Australia to the locality where the close family member lives (or lived immediately before his/her death).

However, if the close family member lives or lived overseas, the delegate will authorise reimbursement of the costs of air travel up to the same amount to which the employee is entitled for their Leave Fares Assistance under clause 9.31 for that calendar year.

Reunion Travel for School Children

9.35.

Where a child of an ongoing employee, who ordinarily lives with the employee, is receiving primary or secondary education at a school in a locality other than where the employee is stationed, and, as a result, the child does not live with the employee, the delegate will approve reunion travel for the child to visit the employee. Travel may be between the locality at which the employee is stationed and the locality at which the child is receiving education. Travel should normally be booked through the Department's travel management provider.

9.36.

Where it is not possible to book travel through the Department's travel management provider the employee will be reimbursed as follows:

- a. If the child travels from the locality where he or she is receiving education to the locality where the employee is stationed, an amount equal to the cost of return fares reasonably incurred by the employee; or
- b. if the child travels from the locality where he or she is receiving education to a locality other than where the employee is stationed to visit the employee or the spouse/partner of the employee, an amount equal to the lesser of the cost of return fares reasonably incurred by the employee, and the amount that would have been reimbursed if the child had travelled to the locality where the employee is stationed.

9.37.

Reunion travel will be limited to three (3) return fares per eligible child during a school year. The delegate may approve an additional reunion visit where:

- a. the child has already been authorised for three (3) return fares in a year;
- b. the child attends a school having four (4) terms in a school year; and
- c. the delegate is satisfied that there are special circumstances requiring an additional reunion visit.

9.38.

Each dependent child away at school who would otherwise normally reside with an employee at a remote locality will also be entitled to an annual leave fare, as provided for at clauses 9.29-9.31.

Correspondence School Travel Assistance

9.39.

Where a child of an ongoing employee who lives with the employee and is studying at primary or secondary school level by correspondence, is required to travel to another location as part of their course of study, the delegate may approve reimbursement of airfares on up to three occasions during a school year.

ADDITIONAL LEAVE PROVISIONS

Additional Travel Leave for Christmas Island and Cocos (Keeling) Islands Employees

9.40.

The delegate may grant up to an additional five (5) days paid leave per calendar year to staff on Christmas Island and Cocos (Keeling) Islands that may be taken in the following circumstances:

- for the travel component where staff are required to travel for medical/ specialist/ dental/ emergency/ compassionate reasons, using personal leave; and/or
- where their scheduled flight, in conjunction with any other paid leave, is cancelled, delayed or unable to complete its service (due to, for example, atmospheric conditions or mechanical breakdown). Supporting evidence from the air carrier will be required.

Re-crediting of Recreation Leave for Annual Medical Examinations

9.41.

Employees who return from recreation leave having had an annual medical examination will be re-credited one (1) day of recreation with one (1) day of personal leave subsequently deducted from their leave balance. Employees will be required to produce supporting evidence (e.g. medical certificate) to claim this entitlement.

MOVEMENT WITHIN THE DEPARTMENT

9.42.

The Department will particularly address the needs of employees who have been working in a remote locality. The Department will facilitate the reassignment or transfer of duties subject to operational requirements, views of Traditional Owners, and personal circumstances of the individual.

NORFOLK ISLAND EDUCATION ASSISTANCE

9.43.

Where an employee is temporarily residing on Norfolk Island and they have a dependent child attending year 11 or 12 at the Norfolk Island Central School and the employee incurs compulsory tuition fees, the employee is entitled to an amount of education assistance to be calculated as set out in the relevant Departmental employment guideline.

NATIONAL PARKS – CULTURAL ADVICE

9.44.

The Director of National Parks will consult with staff through forums such as NARCC and JBRCC about arrangements to address occasions where management has identified a specific operational requirement for higher level cultural input. Where practical arrangements can be made these will be implemented during the life of the Agreement.

PART 10 - ANTARCTIC DUTY PROVISIONS (EXCLUDING EXPEDITIONER EMPLOYEES)

10.1.

All employees required to participate in Antarctic expeditions (with the exception of expeditioner employees as defined in clause 11.1 of this Agreement) will be subject to the conditions of Part 10 of this Agreement

WORKING HOURS

10.2.

The requirements of Antarctic duty vary such that employees are regularly required to work additional hours beyond an average of 37 hours and 30 minutes per week. The additional hours required will be reasonable, as determined in accordance with section 62(3) of the *Fair Work Act 2009*.

10.3.

Extended hours of work are required for a variety of reasons in addition to the work demands associated with the employee's primary responsibility whilst in Antarctica, including the provision of support to the community, effects of weather on programmed work, required training, emergency situations and unloading of ships. These requirements are compensated by the Antarctic Duty Allowances as set out in Schedule 2 of this Agreement and other benefits.

10.4.

Station, voyage and field leadership teams are responsible for the management of working hours in accordance with sound OH&S practices including fatigue management.

Training in Support of Antarctic Service

10.5.

It is mandatory for all employees to participate and be assessed as competent in safety and survival and nominated trade, professional, or community training activities and courses conducted, or coordinated, by the Department during the pre-departure period, in support of their participation in an expedition.

ANTARCTIC DUTY ALLOWANCES

10.6.

During periods of Antarctic duty, together with their base salary (as specified in Schedule 1 of this Agreement), employees may be paid Antarctic Duty Allowances in accordance with clauses 10.7–10.15.

10.7.

Employees who are in receipt of Antarctic Service Allowance immediately before the commencement of this Agreement will continue to receive the allowance and loading where applicable, until the completion of that period of Antarctic duty. Payment of the allowance will be as per Schedule 2 of this Agreement, per annum pro rata.

Allowance in Lieu of Overtime

10.8.

During a period of Antarctic duty employees will be paid an allowance in lieu of Overtime. Payment of the allowance is in recognition of the performance of primary duties which might, in other situations, be compensated by overtime, penalties, shift, roster, call-out, restriction, supplementary leave loading or other like payments. Payment of the allowance will be as per Schedule 2 of this Agreement, per annum, pro rata.

Common Duties Allowance

10.9.

During a period of Antarctic duty employees will be paid a Common Duties Allowance. Payment of the allowance is in recognition of the reasonable additional duty necessary to the functioning of an expedition including assisting other expedition members, whether employees or otherwise, with official expedition programs and other general duty necessary for the community life of the expedition; such duties are unrelated to the primary duties. Payment of the allowance will be as per Schedule 2 of this Agreement, per annum, pro rata.

Antarctic Allowance

10.10.

During a period of Antarctic duty employees will be paid an Antarctic Allowance. Payment of the allowance is in recognition of working requirements and circumstances which might, in other situations, be compensated by functional, site, disability or other like allowances. The allowance is also in recognition of remoteness, isolation, weather, social debt, living conditions, lack of amenities, all forms of transportation and all other environmental factors associated with Antarctica. Payment of the allowance will be as per Schedule 2 of this Agreement, per annum pro rata.

Basis of Calculation

10.11.

Antarctic Duty Allowances will be paid from the day of embarkation until the day of disembarkation.

10.12.

Antarctic Duty Allowances are paid fortnightly, with salary, using the formula:

Fortnightly rate = annual salary \times 12 /313.

10.13.

The daily rate of the allowances is 1/14th of the fortnightly rate.

Loading on Antarctic Duty Allowances

10.14.

Where, at the direction of the delegate an employee is required to work in the circumstances detailed in clause 10.15, for at least seven (7) consecutive days, an additional loading of 40% of the Antarctic Duty allowances being received will be paid

10.15.

Clause 10.14 will apply in the following circumstances:

- working at Wilkins Aerodrome;

- working in a “deep field” situation – (e.g. an ice drilling program or traverse); or
- performing rostered marine science technical support duty at sea for a minimum of ten (10) hours per day exclusive of meal breaks.

Wintering Expeditioners

10.16.

Employees whose expected period of Antarctic Duty includes Midwinter’s Day (21 June) will be paid an amount of \$1500 per annum pro rata in recognition of the additional responsibilities carried by wintering employees in supporting the community through involvement in other essential roles which are not related to the performance of their primary role (e.g. Fire and/or Search and Rescue teams, call outs and related restriction), and which are not generally undertaken by non-wintering employees. The allowance will be paid for the period of Antarctic Duty.

Superannuation

10.17.

The applicable salary rate is considered to be salary for superannuation purposes. Allowances specified at clauses 10.6 – 10.16 will be considered to be salary for superannuation purposes subject to the rules of the applicable superannuation scheme and prevailing legislation.

10.18.

The Deputy Station Leader/Deputy Field Leader Allowance will be considered to be salary for superannuation purposes subject to the rules of the applicable superannuation scheme and prevailing legislation.

Deductions from Pay

10.19.

During a period of Antarctic duty, personal expenses of the employee incurred by the Department on their behalf (e.g. personal telephone charges) will be repaid by the employee as soon as possible by deduction from their pay.

Deputy Field Leader

10.20.

Where the delegate assigns to an employee the duties of Deputy Field Leader of a remote field group, for which the Field Leader reports directly to the Operations Support and Coordination Manager (AAD), that employee will be paid an allowance at the rate shown in Schedule 2 of this Agreement for the period of assignment of those duties.

Deputy Station Leader

10.21.

Where the delegate assigns to an employee the duties of Deputy Station Leader they will be paid an allowance at the rate shown in Schedule 2 of this Agreement for the period of performance of that role.

10.22.

Where the delegate assigns to an employee the duties of Deputy Station Leader, an amount of up to \$1570 per annum pro rata may be approved by the delegate. Payment would be made on completion of a period of Antarctic duty and subject to assessment under the Expeditioner Performance Appraisal Scheme (EPAS) process. This amount recognises that the person has met the additional responsibilities required of their role.

Search and Rescue (SAR) and Fire Chief

10.23.

Where the delegate assigns to an employee the duties of a SAR Leader or Fire Chief, an amount of up to \$1570 per annum pro rata may be approved by the delegate. Payment would be made on completion of a period of Antarctic duty and subject to assessment under the EPAS process. This amount recognises that the person has met the additional responsibilities required of their role.

Boat Master – Macquarie Island

10.24.

Where the delegate assigns to an employee the duties of Boat Master at Macquarie Island, an amount of up to \$1570 per annum pro rata may be approved by the delegate. Payment would be made on completion of a period of Antarctic duty and subject to assessment under the EPAS process. This amount recognises that the person has met the additional responsibilities required of their role.

WORKING IN ANTARCTICA

Marine Science Participation

10.25.

Employees will not be required to participate in voyages, or undertake duty requiring diving in Antarctica, in more than two (2) seasons out of three (3) consecutive seasons. Employees will not be required to participate for more than 180 days in combined duty at sea and diving duty, over three (3) consecutive seasons, except that, where an operational need arises, 180 days may be exceeded by agreement between the employee and management. Employees may agree to work additional days at sea in any season.

10.26.

Voyages with a duration of 5 days or less are excluded from calculations for clause 10.25, and will not be considered as a period of Antarctic Duty. Employees who are not otherwise entitled to overtime payments will receive Antarctic Duty Allowances.

Public Holidays

10.27.

Public holidays will normally be observed but there may be occasions when employees will be required or requested to work on these days for operational reasons. Public holidays within Australia are defined at clauses 4.93 – 4.102 of this Agreement. The Station/Field/Voyage Leader and affected employees will agree on another day being substituted where an employee is required to work on a public holiday.

10.28.

An employee undertaking a period of Antarctic duty for a continuous period of six (6) months or more will be entitled to one (1) week's additional leave (five [5] working days) in recognition of the limitations Antarctic duty imposes on the capacity of the employee to benefit from prescribed public holidays.

10.29.

Additional leave accrued in accordance with clauses 10.27 and 10.28 will be paid out one month after the employee's return to Australia unless a request to retain it is made during that time. Retention of additional recreation leave must also satisfy the provisions in clauses 7.10 – 7.15.

10.30.

Payment in lieu will be calculated on the salary level at which it was accrued.

Performance Appraisal

10.31.

The Expeditioner Performance Appraisal Scheme (EPAS) uses the Antarctic Service Code of Personal Behaviour (the Code) as the basis for assessment of performance, and is designed to facilitate objective recording of the behaviours exhibited by employees during expedition participation.

10.32.

All employees who will be on a station (including field bases) for a period of six (6) weeks or more must participate in the EPAS.

10.33.

Employees participating in a voyage in either a support role or marine science capacity must participate in the EPAS.

Conduct and Behaviour

10.34.

All employees participating in an expedition must comply, and encourage compliance by others, with the APS Code of Conduct and the Antarctic Service Code of Personal Behaviour (the Code).

10.35.

An employee may, during pre-departure preparation and training or during a period of Antarctic duty, be withdrawn by the delegate from further participation for reasons of misconduct.

10.36.

Department policy is that every employee on Antarctic duty must comply with the general standard of behaviour that is recognised as reasonable by the wider Australian community, and meet the additional and specific standards of behaviour outlined in the Code.

10.37.

The Code is not intended to be specific nor exhaustive on issues of personal behaviour. The absence of an issue from this Code does not mean that a certain act or omission is acceptable. The Code outlines broad standards of behaviour that serve as a guide to acceptable and unacceptable behaviour on Antarctic service.

Breaches of the Antarctic Service Code of Personal Behaviour

10.38.

Possible breaches of the APS Code of Conduct or the Antarctic Service Code of Personal Behaviour will be managed in accordance with Departmental policy on the management of breaches of the APS Code of Conduct.

10.39.

Participation in Antarctic Service is subject to continued compliance with the provisions of the Code. Management responses to breaches of the Code may include any or all of the following:

- counselling, suspension or removal of privileges;
- oral or written reprimands or both;
- written reports, including Expeditioner Performance Reports;
- financial recovery for loss or damage to private or personal property or property of the Commonwealth of Australia, in accordance with the provisions of the CEIs;
- early return to Australia at the order of the delegate, subject to the availability of relieving transport;
- sanctions in accordance with section 15 of the *Public Service Act 1999* (Breaches of the APS Code of Conduct); and
- referral to the appropriate authorities of any matter that may more appropriately be handled under relevant law.

Withdrawal from Antarctic Service – Reasons Other Than Misconduct

10.40.

An employee, during pre-departure preparation and training or during a period of Antarctic duty, may be withdrawn by the delegate from further participation, for reasons other than misconduct. This will occur where:

- the employee has been unable to adapt to work or social conditions at the Department or in Antarctica;
- the employee has failed to meet Departmental expectations for training and preparation for a period of Antarctic duty;
- the employee is no longer operationally required by the Department;
- continued participation in the expedition would increase the risk of an unproductive environment in the workplace or negatively affect the interaction between members of the expedition; or
- medical and/or adaptability conditions become apparent or develop.

10.41.

Employees who are on temporary movement from agencies covered by the *Public Service Act 1999*, and who are withdrawn from further participation for reasons other than misconduct, will have their temporary movement discontinued and be returned to their agency in line with *Public Service Regulations 1999*. The delegate may in these cases approve a payment of Antarctic Duty Allowances to the employee.

ADDITIONAL RECREATION LEAVE AND ADDITIONAL TIME OFF

Additional Recreation Leave

10.42.

Employees are entitled to additional recreation leave in recognition of service in a remote area and additional work time for rostered or similar work.

10.43.

Additional recreation leave is accrued in accordance with the following formula:

Entitlement (in hours) = $(A \times 37.5 \times 4) / \text{number days in a calendar year}$

(where 'A' represents the number of days in a period of Antarctic duty).

10.44.

Additional recreation leave has no minimum qualifying period and is computed without regard to the calendar year(s) in which the period of Antarctic duty is performed.

10.45.

Additional recreation leave is credited to the employee's record from the day of disembarkation, and is available to the employee from then on. Antarctic Duty Allowances are not payable in respect of any period of recreation leave taken or paid in lieu.

10.46.

Additional recreation leave accrued in accordance with clauses 10.42 – 10.45 will be paid out one month after the employee's return to Australia unless a request to retain it is made during that time. Retention of the additional recreation leave must satisfy the provisions in clauses 7.10 – 7.15.

10.47.

Payment in lieu will be calculated at the salary level at which it was accrued.

Recuperation and Additional Time Off

10.48.

At the direction of the delegate, some employees are required to work extended or prolonged hours away from station during a period of Antarctic duty (e.g. working at Wilkins Aerodrome, drilling program, marine science, or traverse). For the purposes of this clause work periods of this kind are referred to as eligible duty. To be classed as eligible duty, the work needs an essential requirement to be performed seven (7) days a week with, on average, a minimum of ten (10) hours per day and must involve a minimum of seven (7) consecutive days.

10.49.

Where an employee working eligible duty at Wilkins Aerodrome or another deep field camp moves to a station for a period of less than one (1) week, this will not break continuity for the purposes of clause 10.48.

Recuperation

10.50.

In recognition of eligible duty, employees must take time off for recuperative purposes to minimise the risk of ill health, fatigue and personal injury.

10.51.

The time off that may be taken for recuperative purposes is calculated at the rate of one (1) day for each completed period of seven (7) days of eligible duty, up to a maximum of five (5) days.

10.52.

Managers and supervisors must ensure that time off for recuperative purposes commences within three days of completing a program of essential work. In the case of field expeditions, an employee's time off may commence upon return to the station, or as soon as practicable upon return to Australia.

10.53.

Time off for recuperative purposes must be taken as time off from duty; it cannot be converted to payment nor is it added to recreation leave or other forms of leave.

10.54.

Where employment is due to cease before employees have had the opportunity to take time off from duty for the required period, employment contracts will be extended by the amount of time off not taken (and the time off must be taken).

Additional Time Off

10.55.

In further recognition of eligible duty, employees will be granted time off without deduction from leave credits, at the rate of one (1) working day for each completed seven (7) days of eligible duty to a maximum of five (5) working days.

10.56.

Additional time off is to be taken at the earliest practical opportunity by agreement between employee and supervisor/manager. In the case of a field expedition, an employee may take additional time off whilst on station.

10.57.

Additional time off must be taken within three (3) months of the employee's return to Australia, or the employee's entitlement to additional time off will be lost.

10.58.

Where employment contracts are due to cease earlier than three (3) months after return to Australia, and before employees have had the opportunity to take the additional time off from duty for the required period, payment in lieu to the amount of additional time off not taken will be made.

EMPLOYEES ON ANTARCTIC DUTY FOR TWO MONTHS OR MORE

Removal Of Personal Effects On Commencement And Cessation

10.59.

The Department will meet the cost of removing up to one (1) cubic metre of personal effects, weighing no more than 250 kilograms, from the locality from which the employee is recruited to Hobart and return. Costs incurred for removing items above the allowable limit are the responsibility of the employee.

10.60.

Employees must arrange the removal of their personal effects with the prior authorisation of the delegate. Where employees make arrangements for removal without prior authorisation by the Department, the employee must meet all of the costs.

10.61.

The Department has contractual arrangements with freight companies to move personal effects by road freight. Where an employee makes unauthorised arrangements with one of the contracted freight companies that increase the Department's liability, the additional cost must be met by the employee.

10.62.

The Department covers losses and damage up to \$11,000. Any insurance coverage outside of this is the responsibility of the employee.

10.63.

The delegate may approve reimbursement of excess baggage costs incurred in transporting items necessary for immediate use.

Storage of Effects

10.64.

The Department will arrange, and meet the reasonable cost of, removal and storage of household furniture and effects where an employee relinquishes local rented accommodation to participate in Antarctic duty. Employees must arrange the removal of their household effects with the prior authorisation of the delegate. Where an employee makes their own arrangements for storage without prior authorisation by the delegate the employee must meet all of the resulting costs.

10.65.

The Department will meet the reasonable cost of storing one (1) motor vehicle where an employee relinquishes rented accommodation to participate in Antarctic duty, or where safe storage is not available at the employee's residence whilst undertaking Antarctic duty.

10.66.

The Department will arrange the storage with a locally contracted storage firm. The delegate may authorise the employee to make other arrangements.

10.67.

Where an employee makes independent arrangements for storage, without the prior authorisation of the delegate, the employee must meet any of the resulting costs.

10.68.

The delegate may approve storage of other effects in exceptional circumstances.

Accommodation In Tasmania

10.69.

Employees from outside southern Tasmania are accommodated in self-contained, twin share accommodation arranged by the Department. The Department pays the accommodation tariff directly to the provider. All other costs, such as telephone call costs, are the responsibility of the employee.

10.70.

The delegate will reasonably consider applications from employees who live in southern Tasmania and request accommodation arranged by the Department.

10.71.

Other employees who choose to make their own accommodation arrangements are reimbursed an amount no greater than the cost to the Department had they stayed in accommodation arranged by the Department.

10.72.

All employees, other than those locally based employees who stay in their usual home, are paid a daily allowance for miscellaneous expenditure whilst accommodated by the Department. This allowance will be equivalent to the incidental allowance paid to head office employees required to undertake overnight travel and will be paid on a fortnightly basis.

10.73.

On return to Australia any accommodation provided to an employee will be limited to a maximum 28 days. The delegate may extend this period upon application.

Travel, Food, Accommodation, Outer Clothing, and Amenities in Antarctica

10.74.

During a period of Antarctic duty employees will be provided, at no cost, with transportation, lodgings, victuals, a limited range of hygiene and personal grooming items, some personal and group amenities, protective clothing and equipment.

Telephone Calls

10.75.

The Department will:

- provide telephone services from stations over the ANARESAT system at cost;
- continue to examine new technologies and service providers which may be relevant to operational requirements and capable of improving the communications infrastructure and/or costs for employees; and
- authorise leaders to approve free telephone calls for compassionate reasons, and to brief all employees on this policy.

10.76.

Employees undertaking activities requiring them to be away from the ANARESAT system, or the Australian STD system (or like systems in other countries) for periods of longer than four (4) weeks will be entitled to a 30% rebate on personal telephone calls, to a maximum rebate of \$55 per week.

Passports

10.77.

An employee joining an expedition must hold and carry a current personal passport, and visa(s) where appropriate, for all voyages and flights to and from Antarctica.

PART 11 - EXPEDITIONER EMPLOYEES

CLASSIFICATION STRUCTURE – EXPEDITIONER WORK LEVEL STANDARDS

11.1.

Expeditioner employees are those employees who are identified as such by the delegate. An expeditioner employee's work is predominantly performed in Antarctica.

11.2.

The Department has six (6) classifications applicable to expeditioner employees – Expeditioner Bands 1,2,3,4 and Antarctic Medical Practitioner (AMP) 1 and 2. Expeditioner employees will be engaged at a specific level within a band, in accordance with the work level standards for expeditioner employees.

EXPEDITIONER ANTARCTIC MEDICAL PRACTITIONERS

11.3.

Expeditioner Antarctic Medical Practitioners (EAMPs) will be engaged at a specific level depending on the qualifications and experience that have been attained, in accordance with Table 11.3.1.

TABLE 11.3.1

APS Equiv	Classification Level	Qualifications and Experience
EL 1	EAMP 1.1	Registrar (Medical Practitioner in training with 3 or 4 years experience) or qualifications and/or experience deemed by the delegate to be equivalent - AAD Year 1.
EL 1	EAMP 1.2	Registrar (Medical Practitioner in training with 3 or 4 years experience) or qualifications and/or experience deemed by the delegate to be equivalent - AAD Year 2+.
EL 2	EAMP 2.1	Generalist (Fellow of a College) or qualifications and/or experience deemed by the delegate to be equivalent - AAD Year 1.
EL 2	EAMP 2.2	Generalist (Fellow of a College) or qualifications and/or experience deemed by the delegate to be equivalent - AAD Year 2+.
EL 2	EAMP 2.3	Generalist with Additional Specialist Qualifications or qualifications and/or experience deemed by the delegate to be equivalent - AAD Year 1.
EL 2	EAMP 2.4	Generalist with Additional Specialist Qualifications or qualifications and/or experience deemed by the delegate to be equivalent - AAD Year 2+.

11.4.

On the commencement of this Agreement, existing EAMP employees will be assigned a specific classification level depending on the qualifications and experience that have been attained, in accordance with Table 11.3.1.

11.5.

Salaries for EAMP employees are set out in Schedule 4.

11.6.

Where:

- an existing EAMP employee is assigned to a classification level in accordance with clause 11.4; and
- the corresponding salary in Schedule 4 would not result in at least a 4% salary increase on the commencement of this Agreement;

that employee will instead receive pay increases in accordance with clauses 5.18-5.20, based on the salary the employee was receiving immediately prior to the commencement of this Agreement.

11.7.

Access to the second pay point of each level is dependent on satisfactory performance and a positive Expeditioner Performance Report rating from previous engagements as an EAMP within the last 3 years.

Working Hours

11.8.

The requirements of Antarctic duty vary such that employees are regularly required to work additional hours beyond an average of 37 hours and 30 minutes per week. The additional hours required will be reasonable, as determined in accordance with section 62(3) of the *Fair Work Act 2009*.

11.9.

Extended hours of work are required for a variety of reasons in addition to the work demands associated with the employee's primary responsibility whilst in Antarctica, including the provision of support to the community, effects of weather on programmed work, required training, emergency situations and unloading of ships. These requirements are compensated by the Antarctic Duty Allowances as set out in Schedule 2 of this Agreement and other benefits.

11.10.

Station, voyage and field leadership teams are responsible for the management of working hours in accordance with sound OH&S practices including fatigue management.

Training in Support of Antarctic Service

11.11.

It is mandatory for all employees to participate and be assessed as competent in safety and survival and nominated trade, professional, or community training activities and courses conducted, or coordinated, by the Department during the pre-departure period, in support of their participation in an expedition.

Rate of Salary

11.12.

Annual salary rates are set out in accordance with Schedule 4 of this Agreement in line with the work level standards for expeditioner employees.

ANTARCTIC DUTY ALLOWANCES

11.13.

During periods of Antarctic duty, together with their base salary (as specified in Schedule 4 of this Agreement), employees will be paid Antarctic Duty Allowances in accordance with clauses 11.14 – 11.19.

11.14.

Employees who are in receipt of Antarctic Service Allowance immediately before the commencement of this Agreement will continue to receive the allowance and loading where applicable until the completion of that period of Antarctic duty. Payment of the allowance will be as per Schedule 2 of this Agreement, per annum pro rata.

Allowance in Lieu of Overtime

11.15.

During a period of Antarctic duty employees will be paid an Allowance in Lieu of Overtime. Payment of the allowance is in recognition of the performance of primary duties which might, in other situations, be compensated by overtime, penalties, shift, roster, call-out, restriction, supplementary leave loading or other like payments. Payment of the allowance will be as per Schedule 2 of this Agreement, per annum, pro rata.

Common Duties Allowance

11.16.

During a period of Antarctic duty employees will be paid a Common Duties Allowance. Payment of the allowance is in recognition of the reasonable additional duty necessary to the functioning of an expedition including assisting other expedition members, whether employees or otherwise, with official expedition programs and other general duty necessary for the community life of the expedition; such duties are unrelated to the primary duties. Payment of the allowance will be as per Schedule 2 of this Agreement, per annum, pro rata.

Antarctic Allowance

11.17.

During a period of Antarctic duty employees will be paid an Antarctic Allowance. Payment of the allowance is in recognition of working requirements and circumstances which might, in other situations, be compensated by functional, site, disability or other like allowances. The allowance is also in recognition of remoteness, isolation, weather, social debt, living conditions, lack of amenities, all forms of transportation and all other environmental factors associated with Antarctica. Payment of the allowance will be as per Schedule 2 of this Agreement, per annum, pro rata.

Loading on Antarctic Duty Allowances

11.18.

Where, at the direction of the delegate an employee is required to work in the circumstances detailed in clause 11.19, for at least seven (7) consecutive days, an additional loading of 40% of the Antarctic Duty Allowances being received will be paid.

11.19.

Clause 11.18 will apply in the following circumstances:

- working at Wilkins Aerodrome;

- working in a “deep field” situation – (e.g. an ice drilling program or traverse); or
- performing rostered marine science technical support duty at sea for a minimum of ten (10) hours per day exclusive of meal breaks.

Basis of Calculation

11.20.

Antarctic Duty Allowances will be paid from the day of embarkation until the day of disembarkation.

11.21.

Antarctic Duty Allowances are paid fortnightly, with salary, using the formula:

Fortnightly rate = annual rate x 12 / 313

11.22.

The daily rate of the allowance is 1/14th of the fortnightly rate.

Wintering Expeditioners

11.23.

Employees whose expected period of Antarctic Duty includes Midwinter’s Day (21 June) will be paid an amount of \$1500 per annum pro rata in recognition of the additional responsibilities carried by wintering employees in supporting the community through involvement in other essential roles which are not related to the performance of their primary role (e.g. Fire and/or Search and Rescue teams, call outs and related restriction) and which are not generally undertaken by non-wintering employees. The allowance will be paid for the period of Antarctic Duty.

Returning Expeditioners

11.24.

Subject to clauses 11.25 – 11.27, an employee who is re-engaged by the Department as an Expeditioner employee will be paid an allowance in recognition of their level of skills, experience and training. The allowance will be paid per annum, pro rata.

11.25.

The annual amount of the allowance will be determined by the previous number of eligible seasons of employment as an expeditioner, as set out in Table 11.27.1 to a maximum of \$10,000 per annum.

11.26.

For the purposes of this allowance:

- an eligible season is an Antarctic season (October to October) during which the employee completed one or more eligible periods of duty; and
- an eligible period of duty is a minimum six (6) week continuous period of Antarctic duty.

11.27.

Eligible seasons will only count towards receipt of the allowance where the end of the eligible period of duty (within the most recent eligible season) is within a three (3) year period of the commencement of the current period of Antarctic duty.

TABLE 11.27.1

Number of eligible prior seasons	Annual allowance rate
1	\$2,500
2	\$5,000
3	\$7,500
4	\$10,000

Higher Rate of Salary for Returning Expeditioners

11.28.

Expeditioners who are re-engaged as an expeditioner employee within a three (3) year period and who have attained an expeditioner performance report rating of 3H or better under the Expeditioner Performance Appraisal Scheme (EPAS) in their most recent period of Antarctic duty, may be paid at the next higher available pay point in recognition of the experience they bring.

11.29.

Expeditioners receiving this advanced pay point will be expected to support, train, guide and mentor new expeditioners.

Superannuation

11.30.

The applicable salary rate is considered to be salary for superannuation purposes. Allowances specified at clauses 11.14 – 11.19 and 11.23 – 11.27 will be considered to be salary for superannuation purposes subject to the rules of the applicable superannuation scheme and prevailing legislation.

11.31.

The Deputy Station Leader/Deputy Field Leader Allowance will be considered to be salary for superannuation purposes subject to the rules of the applicable superannuation scheme

Temporary Assignment Loading

11.32.

Where the delegate assigns to an employee duties at a higher classification for a period of five (5) days or more a temporary assignment loading will be paid for the entire period.

Deductions from Pay

11.33.

During a period of Antarctic duty, personal expenses of the employee incurred by the Department on their behalf (e.g. personal telephone charges) will be repaid by the employee as soon as possible by deduction from their pay.

Deputy Field Leader

11.34.

Where the delegate assigns to an employee the duties of Deputy Field Leader of a remote field group, for which the Field Leader reports directly to the Operations Support and Coordination Manager (AAD), that employee will be paid an allowance at the rate shown in Schedule 2 of this Agreement for the period of assignment of those duties.

Deputy Station Leader

11.35.

Where the delegate assigns to an employee the duties of Deputy Station Leader they will be paid an allowance at the rate shown in Schedule 2 of this Agreement for the period of performance of that role.

11.36.

Where the delegate assigns to an employee the duties of Deputy Station Leader, an amount of up to \$1570 per annum pro rata may be approved by the delegate. Payment would be made on completion of a period of Antarctic duty and subject to assessment under the EPAS process. This amount recognises that the person has met the additional responsibilities required of their role.

Search and Rescue (SAR) and Fire Chief

11.37.

Where the delegate assigns to an employee the duties of a SAR Leader or Fire Chief, an amount of up to \$1570 per annum pro rata may be approved by the delegate. Payment would be made on completion of a period of Antarctic duty and subject to assessment under the EPAS process. This amount recognises that the person has met the additional responsibilities required of their role.

Boat Master – Macquarie Island

11.38.

Where the delegate assigns to an employee the duties of Boat Master at Macquarie Island, an amount of up to \$1570 per annum pro rata may be approved by the delegate. Payment would be made on completion of a period of Antarctic duty and subject to assessment under the EPAS process. This amount recognises that the person has met the additional responsibilities required of their role.

Public Holidays

11.39.

Public holidays will normally be observed but there may be occasions when employees will be required or requested to work on these days for operational reasons. Public holidays within Australia are defined at clauses 4.93 – 4.102 of this Agreement. The Station/Field/Voyage Leader and affected employees will agree on another day being substituted where an employee is required to work on a public holiday.

MANAGING PERFORMANCE

Performance Appraisal

11.40.

The Expeditioner Performance Appraisal Scheme (EPAS) uses the Antarctic Service Code of Personal Behaviour (the Code) as the basis for assessment of performance, and is designed to facilitate objective recording of the behaviours exhibited by employees during expedition participation.

11.41.

All employees who will be on a station (including field bases) for a period of six (6) weeks or more will be subject to EPAS.

11.42.

Employees participating in a voyage in either a support role or marine science capacity must participate in the EPAS.

Conduct and Behaviour

11.43.

All employees participating in an expedition must comply, and encourage compliance by others, with the APS Code of Conduct and the Antarctic Service Code of Personal Behaviour.

11.44.

An employee may, during pre-departure preparation and training or during a period of Antarctic duty, be withdrawn by the delegate from further participation, for reasons of misconduct.

11.45.

The Department policy is that every employee on Antarctic duty must comply with the general standard of behaviour that is recognised as reasonable by the wider Australian community, and meet the additional and specific standards of behaviour outlined in the Code.

11.46.

The Code is not intended to be specific nor exhaustive on issues of personal behaviour. The absence of an issue from this Code does not mean that a certain act or omission is acceptable. The Code outlines broad standards of behaviour that serve as a guide to acceptable and unacceptable behaviour on Antarctic service.

Breaches of the Antarctic Service Code of Personal Behaviour

11.47.

Possible breaches of the APS Code of Conduct or the Antarctic Service Code of Personal Behaviour will be managed in accordance with the Department policy on the management of breaches of the APS Code of Conduct.

11.48.

Participation in Antarctic service is subject to continued compliance with the provisions of the Code. Management responses to breaches of the Code may include any or all of the following:

- counselling, suspension or removal of privileges;
- oral or written reprimands or both;
- written reports, including Expeditioner Performance Reports;

- financial recovery for loss or damage to private or personal property or property of the Commonwealth of Australia, in accordance with the provisions of the CEIs;
- early return to Australia at the order of the delegate;
- sanctions in accordance with section 15 of the *Public Service Act 1999* (Breaches of the APS Code of Conduct); and
- referral to the appropriate authorities of any matter that may more appropriately be handled under relevant law.

**Withdrawal and Termination of Expeditioner Employment –
Reasons other than Misconduct**

11.49.

An expeditioner employee, during pre-departure preparation and training or during a period of Antarctic duty, may be withdrawn by the delegate from further participation, for reasons other than misconduct. This will occur where:

- the employee has been unable to adapt to work or social conditions at the Department or in Antarctica;
- the employee has failed to meet Departmental expectations for training and preparation for a period of Antarctic duty;
- the employee is no longer operationally required by the Department;
- continued participation in the expedition would increase the risk of an unproductive environment in the workplace or negatively affect the interaction between members of the expedition; or
- medical and/or adaptability conditions become apparent or develop after commencement of employment.

11.50.

Non-ongoing expeditioner employees who are withdrawn from further participation for reasons other than misconduct may have their employment terminated on either the date the delegate approves the withdrawal or the date of their return to Australia. The delegate may in these cases approve a payment to the employee at the applicable salary rate, together with Antarctic Duty Allowances, in accordance with Table 11.50.1 (the Antarctic Duty Allowances will be included where the employee was receiving that allowance prior to withdrawal). Such payment will be considered to be inclusive of payment in lieu of any required period of notice under subsection 117 of the *Fair Work Act 2009*, subject to meeting the minimum notice requirements of that act.

Table 11.50.1

Period of service foregone	Payment
Not more than six (6) months	1 week
More than six (6) months but not more than 12 months	4 weeks
More than 12 months but not more than 18 months	8 weeks
More than 18 months but not more than 24 months	12 weeks
More than 24 months but not more than 30 months	16 weeks

More than 30 months	20 weeks
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11.51.

Expeditioner employees withdrawn from further participation for reasons other than misconduct will retain eligibility for relocation to the place of recruitment and removal of their personal effects to the place of recruitment.

CONTINUING EMPLOYMENT FOLLOWING RETURN TO AUSTRALIA

11.52.

The applicable expeditioner salary rate will be paid for debrief and recreation leave taken continuously with a period of Antarctic service.

11.53.

Expeditioner employees who are required for further duty beyond debrief and then take recreation leave continuous with Antarctic service will no longer be regarded as expeditioner employees for either that further period of duty or leave and will be subject to the conditions applying to employees – other than expeditioner employees, including salary rates.

LEARNING AND DEVELOPMENT

11.54.

It is mandatory for all expeditioner employees to participate and be assessed as competent in safety and survival and nominated trade, professional, or community training activities and courses conducted, or coordinated, by the AAD during the pre-departure period, in support of their participation in an expedition.

11.55.

In addition to this, the Department encourages personal learning and development activities in Antarctica that are undertaken in support of an expeditioner's return to the broader Australian workforce, subject to the Station Leader's recommendation, delegate approval and operational requirements. No financial assistance will be provided in these cases.

11.56.

Expeditioner employees with approval to undertake study will be allowed time to sit an examination, subject to operational requirements.

LEAVE AND ADDITIONAL TIME OFF

11.57.

The following clauses of Part 7 of this Agreement (Leave Provisions) also apply to expeditioner employees:

- 7.26 – 7.28 (Long Service Leave);
- 7.44 (Compensation Leave);
- 7.45 – 7.47 (Compassionate Leave);
- 7.51 – 7.53 (Maternity Leave);
- 7.56 – 7.61 (Parental Leave)
- 7.64 – 7.67 (Adoption Leave);
- 7.71 – 7.74 (Foster Parent's Leave);
- 7.75 – 7.79 (Permanent Care Leave);
- 7.80 (Supporting Partner Leave);

- 7.81 – 7.86 (Defence Service Leave) after a period of Antarctic duty;
- 7.99 – 7.102 (Leave with and without Pay) after a period of Antarctic duty;

Personal Leave

11.58.

Expeditioners will accrue personal leave in accordance with Part 7 of this Agreement.

11.59.

Expeditioners may access personal leave in accordance with Part 7 of this Agreement while in Australia and with no loss of pay or reduction in leave credit while in Antarctica.

11.60.

Medical certification may be required for any absence in Antarctica.

Recreation Leave

11.61.

Expeditioner employees will accrue recreation leave in accordance with Part 7 of this Agreement. Recreation leave will not be granted during a period of Antarctic service due to operational requirements associated with living and working in Antarctica.

11.62.

On separation expeditioner employees will be paid out for any remaining accrued recreation leave entitlement. The Antarctic Duty Allowances and Wintering Allowance are not payable in respect of any period of recreation leave taken or paid in lieu.

Pre-Departure Leave

11.63.

The delegate may grant up to five (5) week days for the purpose of pre-departure leave, subject to operational requirements. The delegate may extend this period for operational reasons.

Recuperation and Additional Time Off

11.64.

At the direction of the delegate, some employees are required to work extended or prolonged hours away from station during a period of Antarctic duty (e.g. working at Wilkins Aerodrome, drilling program, marine science, or traverse). For the purposes of this clause work periods of this kind are referred to as eligible duty. To be classed as eligible duty, the work needs an essential requirement to be performed seven (7) days a week with, on average, a minimum of ten (10) hours per day and must involve a minimum of seven (7) consecutive days.

11.65.

Where an employee working eligible duty at Wilkins Aerodrome or another deep field camp moves to a station for a period of less than one (1) week, this will not break continuity for the purposes of clause 11.64.

Recuperation

11.66.

In recognition of eligible duty, employees must take time off for recuperative purposes to minimise the risk of ill health, fatigue and personal injury.

11.67.

The time off that may be taken for recuperative purposes is calculated at the rate of one (1) day for each completed period of seven (7) days of eligible duty, up to a maximum of five (5) days.

11.68.

Managers and supervisors must ensure that time off for recuperative purposes commences within three (3) days of completing a program of essential work. In the case of field expeditions, an employee's time off may commence upon return to the station, or as soon as practicable upon return to Australia.

11.69.

Time off for recuperative purposes must be taken as time off from duty; it cannot be converted to payment nor can it be added to recreation leave or other forms of leave.

11.70.

Where employment is due to cease before employees have had the opportunity to take time off from duty for the required period, employment contracts will be extended by the amount of time off not taken (and the time off must be taken).

Additional Time Off

11.71.

In further recognition of eligible duty, employees will be granted time off without deduction from leave credits, calculated at the rate of one (1) working day for each completed seven (7) days of eligible duty to a maximum of five (5) working days

11.72.

Additional time off is to be taken at the earliest practical opportunity by agreement between employee and supervisor/manager. In the case of a field expedition, an employee may take additional time off whilst on station

11.73.

Additional time off must be taken within three (3) months of the employee's return to Australia, or the employee's entitlement to additional time off will be lost.

11.74.

Where employment contracts are due to be completed earlier than three (3) months after the employee's return to Australia, and before the employee has had the opportunity to take the additional time off for the required period, payment in lieu of the amount of additional time off not taken will be made.

TRAVEL WITHIN AUSTRALIA

Commencement and Cessation of Duty

11.75.

The Department will arrange air travel for expeditioner employees in accordance with the Department's travel policy, and by the most direct route, between Hobart or the port of disembarkation and the location from which they were recruited, on commencement and cessation of employment. Where air transport is not available or appropriate, the delegate will determine the appropriate amount of reimbursement.

11.76.

Expeditioner employees who choose to make independent travel arrangements will receive reimbursement for their travel costs up to the cost of travel had it been arranged by the Department.

11.77.

Expeditioner employees who are engaged as the result of selection from the AAD Temporary Employment Register will be deemed as a resident of southern Tasmania for travel and relocation purposes.

Transport to and from Head Office

11.78.

The Department will provide free transport for expeditioner employees to and from a limited number of pick up and drop off points in Hobart and the AAD offices at Kingston.

Reunion Travel

11.79.

Expeditioner employees are entitled to one (1) return airfare in accordance with the Department's travel policy to the location from which they were recruited, for reunion purposes in the following circumstances:

Prior to day of embarkation:

- when scheduled to spend from three (3) to six (6) months on a period of Antarctic duty and after completing two (2) months continuous work with the AAD where that period immediately precedes Antarctic duty;
- when scheduled to spend longer than six (6) months on a period of Antarctic duty, and after completing one (1) months continuous work with the AAD where that period immediately precedes Antarctic duty; or
- other cases authorised by the relevant Branch Head.

After day of disembarkation:

- when required to work at the AAD for 15 days or longer on return, from the day of disembarkation.

11.80.

This entitlement cannot be cashed out, and any travel costs additional to the return best fare of the day obtainable by the Department are the responsibility of the expeditioner employee. However, expeditioner employees may use the entitlement to enable another person to visit them instead. Expeditioner employees who choose to make independent travel arrangements will receive reimbursement up to the cost of travel had it been arranged by the Department.

Removal of Personal Effects on Commencement and Cessation

11.81.

The Department will meet the cost of removing up to one cubic metre of personal effects, weighing no more than 250 kilograms, from the locality from which the expeditioner employee was recruited to Hobart and on their return. Costs incurred for removing items above the allowable limit are the responsibility of the expeditioner employee.

11.82.

Expeditioner employees must arrange the removal of their personal effects in a manner authorised by the delegate. Where expeditioner employees make arrangements for removal without prior authorisation by the Department, the employee must meet all of the resulting costs.

11.83.

The Department has contractual arrangements with freight companies to move personal effects by road freight. Where an expeditioner employee makes unauthorised arrangements with one of the contracted freight companies that increase the Department's liability, the additional cost must be met by the expeditioner employee.

11.84.

Any coverage in excess of the \$11,000 cover provided by the Department in relation to the employee's personal effects is the responsibility of the employee.

11.85.

The delegate may approve reimbursement of excess baggage costs incurred in transporting items necessary for immediate use.

Storage of Effects

11.86.

The Department will arrange, and meet the reasonable cost of, removal and storage of household furniture and effects where an expeditioner employee relinquishes rented accommodation. Where expeditioner employees make arrangements for storage without prior authorisation by the Department, the employee must meet all of the resulting costs. Costs for removal to new accommodation on return to Australia (RTA) will be met to a comparable level to the uplift.

11.87.

The Department will meet the reasonable cost of storing one (1) motor vehicle where an expeditioner employee relinquishes rented accommodation to participate in Antarctic duty, or where safe storage is not available at the employee's residence whilst undertaking Antarctic duty.

11.88.

Where the motor vehicle is to be stored in Tasmania, the Department will arrange the storage with a contracted firm. Where this is impractical, the delegate may authorise an expeditioner employee to make other arrangements.

11.89.

Where a motor vehicle is to be stored in a location other than Tasmania an expeditioner employee must (where practicable) provide the Department with three (3) cost quotations.

11.90.

Where an expeditioner employee makes independent arrangements, without prior authorisation of the delegate, the employee must meet any of the resulting costs.

11.91.

The delegate may approve storage of effects in other exceptional circumstances.

Accommodation in Tasmania

11.92.

Expeditioner employees from outside southern Tasmania are accommodated in self-contained, twin share accommodation arranged by the Department. The Department pays the accommodation tariff directly to the provider. All other costs, such as telephone call costs, are the responsibility of the expeditioner employee.

11.93.

The delegate will reasonably consider applications from expeditioner employees who live in southern Tasmania and request accommodation arranged by the Department.

11.94.

Other expeditioner employees who choose to make their own accommodation arrangements are reimbursed an amount no greater than the cost to the Department had they stayed in accommodation arranged by the Department.

11.95.

All expeditioner employees, other than those locally based expedition employees who stay in their usual home, are paid a daily allowance for miscellaneous expenditure whilst accommodated by the Department. This allowance will be equivalent to the incidental allowance paid to head office employees required to undertake overnight travel and will be paid on a fortnightly basis.

11.96.

On return to Australia any accommodation provided to an expeditioner employee will be limited to a maximum 28 days. The delegate may extend this period upon application.

Employee Assistance Program

11.97.

The Department provides expeditioner employees and their immediate families with access to an independent, confidential, and professional counselling service at no cost to the employee, from the date of commencement until six (6) months after the expeditioner employee's return from a period of Antarctic duty.

Travel, Food, Accommodation, Outer Clothing, and Amenities in Antarctica

11.98.

During a period of Antarctic duty expeditioner employees will be provided, at no cost, with transportation, lodgings, victuals, a limited range of hygiene and personal grooming items, some personal and group amenities, protective clothing and equipment.

Telephone Calls

11.99.

The Department will:

- provide telephone services from stations over the ANARESAT system at cost;
- continue to examine new technologies and service providers which may be relevant to operational requirements and capable of improving the communications infrastructure and/or costs for expeditioner employees; and
- authorise leaders to approve free telephone calls for compassionate reasons, and to brief all expeditioner employees on this policy.

11.100.

Employees undertaking activities requiring them to be away from the ANARESAT system, or the Australian STD system (or like systems in other countries) for periods of longer than four (4) weeks will be entitled to a 30% rebate on personal telephone calls, to a maximum rebate of \$55 per week.

Passports

11.101.

An expeditioner employee must hold and carry a current personal passport, and visa(s) where appropriate, for all voyages and flights to and from Antarctica.

PART 12 - CONSULTATION, REVIEW PROCESSES & PREVENTION AND SETTLEMENT OF DISPUTES

CONSULTATION WITH EMPLOYEES AND EMPLOYEE REPRESENTATIVES

12.1.

The parties to this Agreement agree that, to the extent possible, employees will be consulted on significant workplace issues that affect them and that employees will have the opportunity to contribute and have their views on these issues taken into account before final decisions are made and implemented. During consultation, an employee may be assisted or represented by a person of his or her choice, including a union representative. The employee must inform the relevant Departmental management of their chosen representative.

PRINCIPLES RELATING TO WORKPLACE DELEGATES

12.2.

The role of union workplace delegates and other elected union representatives is to be respected and facilitated. The department and union workplace delegates must deal with each other in good faith.

12.3.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
- the right to participate in collective bargaining on behalf of those whom they represent, as per the *Fair Work Act 2009*;
- the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;
- the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
- undertaking their role and having union representation on an agency's workplace relations consultative committee;
- reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;
- the right to address new employees about union membership at the time they enter employment;
- the right to consultation, and access to relevant information about the workplace and the agency; and
- the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

12.4.

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;

- reasonable access to appropriate training in workplace relations matters including training provided by a union;
- reasonable paid time off to represent union members in the agency at relevant union forums.

12.5.

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

12.6.

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

CONSULTATION ON MAJOR CHANGES

12.7.

Clauses 12.8 to 12.11 apply where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made elsewhere in this enterprise agreement regarding a specific major change.

12.8.

Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the delegate must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.

Significant effects include:

- termination of employment;
- major changes in the composition, operation or size of the Department's workforce or in the skills required;
- the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- significant alteration in hours of work;
- the need to retrain employees;
- the need to relocate employees to another workplace; and
- the major restructuring of jobs.

Delegate to Discuss Major Changes

12.9.

The delegate must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 12.8, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

12.10.

The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 12.8.

12.11.

For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The delegate is not required to disclose confidential or commercially sensitive information to the employees.

DEPARTMENTAL CONSULTATIVE COMMITTEE

12.12.

The Departmental Consultation Committee (DCC) will be the primary mechanism for consultation between Departmental management and employees.

12.13.

The DCC will be chaired by an SES employee and will comprise generally:

- a management representative from each division;
- an employee nominated or elected by employees as a staff representative for each division;
- representation from remote localities including an Aboriginal and Torres Strait Islander representative where possible;
- a representative of the national Indigenous Staff Network; and
- a union representative for each division.

12.14.

The objectives of the DCC are to:

- a. promote good workplace relations in the Department;
- b. improve mutual understanding between management and employees;
- c. provide a forum for consultation and open discussion between management and employees aimed at resolving different points of view in a mutually acceptable manner; and
- d. facilitate the mutual exchange of information.

12.15.

The parties to this Agreement agree that each division and remote workplaces, as appropriate, will maintain local consultative arrangements. The Jervis Bay Regional Consultative Committee (JBRCC), Parks Northern Australia Regional Consultative Committee (PNARCC), Australian National Botanic Gardens Site Consultative Committee (ASCC), Australian Antarctic Division Consultative Forum (AADCF), Supervising Scientist Division Consultative Committee (SSDCC), and divisional consultative committees will continue to operate to resolve issues and facilitate consultation at the local level. Issues that cannot be resolved through local consultative arrangements will be referred to the appropriate Division Head or corporate area and, if necessary, referred to the DCC. The divisional consultative committees, JBRCC, PNARCC, ASCC and SSDCC will be required to report to the DCC from time-to-time.

12.16.

To facilitate consultative processes, the DCC has established an accommodation sub-committee and can establish other sub-committees as required. The DCC can receive reports from time to time from the OH&S Committee.

12.17.

The DCC will aim to meet six (6) times per year and to include remote representatives at all meetings. Video-conference facilities will be provided for non-Canberra based representatives. Teleconference facilities may be used at any time, if needed.

12.18.

To facilitate effective communication with employees, members of the DCC and local sub-committees will be given reasonable time to participate in consultative forums and will have access to appropriate facilities, including email and bulletin boards, to advise employees about issues being considered by the committee.

The parties to this Agreement note that the Department will, as it judges necessary, continue to undertake broader consultation with employees outside the DCC.

12.19.

The operation of this Agreement is supported by the Department's policies, procedures, and guidelines. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.

12.20.

Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time by the delegate following consultation through consultative committees.

12.21.

Policies, procedures and guidelines that alter employee conditions or entitlements detrimentally will only be made or varied by agreement of the representatives of the parties to the Agreement following consultation.

REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT

12.22.

The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:

- Division 11 of Part 2-2 of Chapter 2 of the *Fair Work Act 2009*;
- Part 3-2 of Chapter 3 of the *Fair Work Act 2009*;
- Division 2 of Part 3-6 of Chapter 3 of the *Fair Work Act 2009*;
- Part 6-4 of Chapter 6 of the *Fair Work Act 2009*;
- other Commonwealth laws (including the Constitution); and
- common law.

12.23.

Termination of, or a decision to terminate employment, cannot be reviewed under this Agreement.

12.24.

Nothing in this Agreement prevents the delegate from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the *Fair Work Act 2009* subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

REVIEW OF THE DEPARTMENT'S DECISIONS/ACTIONS

12.25.

The parties to this Agreement agree that, as far as possible, the following mechanism will be used to resolve complaints within the Department, including applications for Review of Action made under the review provisions (section 33) of the *Public Service Act 1999*. Where a right of review under section 33 of the *Public Service Act 1999* is exercised, and does not fail for want of jurisdiction, the employee will have no right of review with respect to that matter under the clauses on procedures for preventing and settling disputes 12.34 – 12.43.

12.26.

The Department will draw to the attention of employees the provisions at clause 12.28-12.32 which allow an employee to request an internal review of certain decisions/actions that relate to their employment. This includes decisions/actions that are made under relevant guidelines. Where appropriate, reference to the review of Departmental decisions/actions provisions at clause 12.25-12.33 will be included in new and updated HR guidelines.

Personal Support

12.27.

An employee may be accompanied by a person of their choice, including a union representative, during any part of the proceedings, to support, assist and speak on their behalf.

Internal Review

12.28.

In accordance with section 33 of the *Public Service Act 1999* and Part 5 of the *Public Service Regulations 1999*, an employee is entitled to request an internal review of certain decisions/actions that relate to their employment, noting that not all decisions/actions are reviewable under the *Public Service Act* and *Public Service Regulations*. The request for review must be made within 120 days of the decision being made or the action occurring.

Preliminary process

12.29.

Where reasonable it is expected that an employee will advise their Branch or Section Head (in line with clauses 12.34-12.35) of any matter affecting them before lodging an application for review under the *Public Service Act 1999* and *Public Service Regulations 1999*.

Primary review

12.30.

An application must be made in writing to the delegate, who will consider whether the primary review is one which should be undertaken within the Department or referred to the Merit Protection Commissioner (MPC) in accordance with regulation 5.25 of the *Public Service Regulations 1999*. In some circumstances an employee may apply directly to the MPC for review of the action.

12.31.

If the delegate is satisfied that a primary review should be undertaken within the Department, the delegate will appoint a review officer to:

- a. inquire into the matter;

- b. if appropriate, seek to resolve the matter by conciliation or mediation;
- c. where conciliation or mediation is not successful or appropriate, prepare a written report which includes the findings and recommendation(s) for the delegate;
- d. provide the employee with a copy of the report;
- e. provide the employee with an opportunity to respond to the report; and
- f. determine the outcome of the matter having regard to the content of the report and any submission made by the employee in response to the report.

12.32.

The Department will be guided by the following in handling any complaints referred to in clause 12.30 above:

- a. the case will be dealt with as expeditiously as possible;
- b. the employee will be required to specify the outcome(s) sought;
- c. the employee who makes the complaint has a right to a fair hearing (i.e. proper consideration of the complaint by an unbiased person);
- d. where the complaint criticises another employee on matter relevant to the complaint, that other employee will be given an opportunity to comment if the criticism could result in an adverse finding against that other employee;
- e. the standard of proof which will apply will be the balance of probabilities;
- f. if the delegate considers, following preliminary examination of a complaint that no tangible and equitable outcome is reasonably practicable, the primary review will be concluded on that basis without further investigation; and
- g. confidentiality and privacy will be appropriately observed, noting that information on relevant files may be subject to applications for disclosure under the *Freedom of Information Act 1982*.

Secondary Review

12.33.

Where, after a primary review has been completed in the Department, a person wishes to pursue the matter further, the employee may apply, through the delegate, to the Merit Protection Commissioner (MPC) for independent external review of the action.

Resolution of Agreement Disputes

12.34.

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

12.35.

If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 12.34, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.

12.36.

If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 12.29 –12.32, a party to the dispute may refer the matter to Fair Work Australia.

12.37.

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

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

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*.

A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.

12.38.

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

12.39.

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

12.40.

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 health or safety; and
- b. an employee must comply with a direction given by the delegate to perform other available work at the same workplace, or at another workplace, unless:
 - (v) the work is not safe; or
 - (vi) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (vii) the work is not appropriate for the employee to perform; or
 - (viii) there are other reasonable grounds for the employee to refuse to comply with the direction.

12.41.

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

12.42.

Unless expressly excluded in this Agreement, clauses 12.25 - 12.44 apply to all disputes arising under this Agreement.

12.43.

If a matter is a 'reviewable action' within the meaning in the *Public Service Regulations 1999*, the employee may apply for review of that action under section 33 of the *Public Service Act 1999* as a way of settling the dispute

12.44.

If a matter has been reviewed (or is being reviewed) by the Merit Protection Commissioner under section 33 of the *Public Service Act 1999*, this clause will not apply unless:

- a. the Delegate has not adopted the recommendations of the Merit Protection Commissioner; and
- b. the employee or employees concerned were not (or are not) allowed to be represented for the purposes of that review (regardless of whether or not the employee or employees were (or are) represented).

PART 13 - INTERPRETATIONS/DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

AAD means the Australian Antarctic Division of Department of Sustainability, Environment, Water, Population and Communities.

Agency Head means the Secretary of the Department of Sustainability, Environment, Water, Population and Communities.

Agreement means the Department of Sustainability, Environment, Water, Population and Communities Enterprise Agreement 2011–2014.

Antarctica means the area south of the Antarctic Convergence and also includes Macquarie Island, Heard Island, and such other islands, or waters that form the operational area for an expedition.

APS means the Australian Public Service.

APS Commission means the Australian Public Service Commission.

APS employee has the same meaning as in the *Public Service Act 1999*.

Cadet means an employee who is employed to undertake a course of study on a full-time basis at a tertiary institution and who is required to undertake practical training in the workplace during vacation breaks.

CEIs means Chief Executive Instructions, instructions issued pursuant to Financial Management and Accountability Regulation 6, to promote the efficient, effective and ethical use of the Commonwealth's resources and the adoption of better practice principles within the Department.

CPI (Consumer Price Index) is a current social and economic indicator that is constructed to measure changes over time in the general level of prices of consumer goods and services that households acquire, use or pay for consumption. Adjustments to allowances are made on 1 July annually, using the national CPI for the March quarter of that year.

Consultation/Consultative Process means the consultative arrangements set out in clauses 12.1–12.12.

Day of embarkation, for an employee or expeditioner employee means the day the ship or aircraft departs from the port or airport.

Day of disembarkation, for an employee or expeditioner employee means the day the ship or aircraft arrives at the port or airport.

Department means the Department of Sustainability, Environment, Water, Population and Communities.

Delegate means the Secretary of the Department, or an employee authorised to be a delegate of the Secretary of the Department to undertake or approve a specified function. The Secretary of the Department may issue instructions relating to the exercising of these functions.

Department means the Department of Sustainability, Environment, Water, Population and Communities.

Dependant in relation to an employee means:

- a. an employee's spouse; or
- b. an employee's partner who stands in a bona fide domestic relationship with the employee; or
- a. a child or parent of the employee, or of the spouse/partner of the employee being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.

For the purposes of Remote Locality Assistance an eligible dependant is a dependant (as defined above) who:

- a. for the previous 12 months had ordinarily resided with the employee; and
- b. has an income if any, less than the Federal Minimum Wage or the national minimum wage (whichever is applicable).

DSEWPaC means the Department of Sustainability, Environment, Water, Population and Communities.

EL employee means a person who is employed by the Department as an Executive Level 1 or equivalent, or an Executive Level 2 or equivalent.

Employee means a person employed by the Department on an ongoing or non-ongoing basis under and within the meaning of the *Public Service Act 1999*.

Employee with dependants means an employee who has one or more dependants, one or more of whom is, or are, residing with the employee.

Employee without dependants means an employee who is neither an employee with dependants nor an employee with, but unaccompanied by, dependants.

Employee with, but unaccompanied by, dependants means an employee who:

- a. has one or more dependants is temporarily residing without those dependants; and
- b. intends that their dependant, or one or more of their dependants, will subsequently reside with them.

Excess employee means an employee who is excess to the requirements of the Department if the delegate determines:

- a. the employee is included in a class of employees employed in the Department, which comprises a greater number of employees than is necessary for the efficient and economic working of the Department;
- b. the services of the employee cannot be effectively used, for example because of technological or other changes in the work practices of the Department or structural or similar 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 *Public Service Act 1999*); or
- c. where the duties usually performed by the employee are to be performed in a different locality, the employee is not willing to perform duties at the locality, and the delegate has determined that these provisions will apply to that employee.

Executive means the Agency Head, Deputy Secretaries and some Division Heads collectively.

Expedition means an official Australian expedition to Antarctica; or an expedition approved by the Director for the purposes of this Agreement.

Expeditioner Employee means an employee who is identified as an expeditioner employee by the delegate. An expeditioner employee's work is usually performed predominantly in Antarctica.

Family member means a relation by blood, marriage, adoption, fostering or traditional kinship, or a partner who stands in a bona fide domestic relationship with an employee (without discrimination as to sexual orientation).

Fee means HELP Higher Education Loan Program, any compulsory tuition, course, examination, administration or graduation fee or educational levy.

Formal selection process means a selection process conducted in accordance with the Department's Recruitment and Selection Guidelines following the advertising of a vacancy.

Former remote locality means a locality defined in Table 9.6.1 of this Agreement.

FWA means Fair Work Australia.

Gazette means the Commonwealth of Australia Public Service Gazette.

Graduate means an employee employed under the Department's Graduate Program with the required tertiary qualifications.

Head Office employees means employees of the AAD working at the Head Office at Kingston, Macquarie Wharf Cargo Facility or at the University of Tasmania, whose work is performed predominantly in Australia.

Horticulturalist means an employee who performs the duties of a Horticulturalist as defined in the Department's Work Level Standards.

Ill and injured staff for the purposes of this Agreement, means "ill, injured and diseased staff" as defined in the *Safety Rehabilitation and Compensation Act 1988*, where:

An injury is:

- a. a disease suffered by an employee; or
- b. an injury other than a disease suffered by an employee, being a physical course of, the employee's employment;
- c. but does not include any disease or injury suffered by an employee as a result of reasonable management action taken against the employee or failure by the employee to obtain a promotion, movement or benefit in connection with his or her employment.

A disease is:

- a. any ailment suffered by an employee; or
- b. the aggravation that was contributed to in a material degree by the employee's employment by the Commonwealth.

Joint Review means a review of employment conditions conducted by representatives of the parties to this Agreement, where the participants have input to the review's terms of reference, assessment criteria and methods of implementation. The Joint Review will make recommendations to the Workforce Management Committee. Participants in a Joint Review will be employees of the Department including those nominated by one or more unions who are parties to this Agreement.

Manager means a staff member who has responsibility for overseeing, monitoring, managing, directing or supervising a section, branch or division, noting that a manager will also supervise employees.

Merit Protection Commissioner means the Merit Protection Commissioner appointed under the *Public Service Act 1999*.

Non-ongoing employee means a non-ongoing APS employee as defined in Section 7 of the *Public Service Act 1999*.

Ongoing employee means an ongoing employee as defined in Section 7 of the *Public Service Act 1999*.

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

Parties means the persons covered by this Agreement, unless otherwise specified.

Partner/Spouse means, in relation to a person who is a member of a couple, the other member of a couple without discrimination as to sexual preference.

Period of Antarctic duty, for an employee or expeditioner employee means the period beginning on the day of embarkation of the employee or expeditioner employee at the port or airport specified in an itinerary approved by the Director as the port or airport of embarkation for an expedition and ending on the day of disembarkation of the employee or expeditioner employee at a port or airport specified in the itinerary as the port or airport of disembarkation for an expedition.

Permanent Care means a legal arrangement in which the child lives permanently with a family that becomes responsible for his or her custody and guardianship.

Pre-departure preparation and training means the training and preparation undertaken by employees prior to the day of embarkation.

Ranger means an employee who performs the duties of a ranger as defined in the Department's Work Level Standards.

Registered training provider means an organisation registered by state or territory training authorities to deliver nationally recognised training which results in a qualification that is part of the Australian Qualifications Framework.

Relevant corporate branch means the People Management Branch for Departmental employees and the Corporate Branch for AAD employees.

Salary means the employee's rate of salary/pay (in accordance with the annual salary rates at Schedule 1, Schedule 3 or Schedule 4 of this Agreement), and is considered to be salary for all purposes. Participation in salary sacrifice arrangements (under the Department's Salary Packaging Scheme) or purchased leave options, will not affect salary for these purposes unless specifically authorised/specified.

Secondment means the temporary assignment of an employee to another organisation where agreement has been reached with that organisation for recovery of the employee's salary costs. The Department will continue to pay the employee's salary and the employee will continue to be covered by this Agreement.

Southern Tasmania means the area of Tasmania which is south of Oatlands and east of Wayatinah, but excluding Macquarie Island.

Supervisor means an employee who has responsibility for overseeing, monitoring, managing or supervising the work of another employee, noting that a supervisor may also be a manager.

Surplus in relation to an employee, means a potentially "excess" employee.

Staff or staff member means an employee (including full-time or part-time), employed by the Department under and within the meaning of the *Public Service Act 1999*.

Supported Wage System means the Commonwealth Government System to promote employment for people who cannot work at full wages because of a disability, as documented in the Department's Supported Wage System: Guidelines and Assessment Process.

TAFE means a publicly funded post-secondary organisation which provides a range of technical and vocational education and training courses and other programs, e.g. entry and bridging courses, language and literacy courses, adult basic education courses and computer courses.

Tertiary Institution means a place of higher (university) education and vocational education and training, including TAFE.

Trainee means an employee who is employed to undertake a course of training as determined by the delegate which may include practical and course-based work.

Union means an organisation or association registered or recognised under the *Fair Work (Registered Organisations) Act 2009*.

Within Australia means all areas within Australia, excluding those which are part of Antarctica.

Workplace Relations Act 1996 means the *Workplace Relations Act 1996* as continued in operation by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*.

SCHEDULE 1 - Classification Structure and Pay Rates

APS Levels	Pay Rates at 17/9/10 (p.a.)	APS Levels (p.a.)	Pay Rates from commencement (p.a.)	Pay Rates at 1/7/12 (p.a.)	Pay Rates at 1/7/13 (p.a.)
APS Level 1		APS Level 1			
1/2.1	\$39,006	1/2.1	\$40,566	\$41,378	\$42,205
1/2.2	\$41,347	1/2.2	\$43,001	\$43,861	\$44,738
1/2.3	\$43,828	1/2.3	\$45,581	\$47,513	\$48,463
APS Level 2		APS Level 2			
1/2.4	\$46,457	1/2.4	\$48,315	\$50,302	\$51,308
1/2.5	\$49,572	1/2.5	\$51,555	\$53,606	\$54,678
APS Level 3		APS Level 3			
3.1	\$50,891	3.1	\$52,927	\$53,985	\$55,065
3.2	\$52,419	3.2	\$54,516	\$55,606	\$56,718
3.3	\$53,988	3.3	\$56,148	\$58,290	\$59,456
3.4	\$55,968	3.4	\$58,207	\$60,391	\$61,599
APS Level 4		APS Level 4			
4.1	\$57,280	4.1	\$59,571	\$60,763	\$61,978
4.2	\$58,999	4.2	\$61,359	\$62,586	\$63,838
4.3	\$61,405	4.3	\$63,861	\$66,158	\$67,584
APS Level 5		APS Level 5			
5.1	\$62,591	5.1	\$65,095	\$66,397	\$67,724
5.2	\$64,467	5.2	\$67,046	\$68,387	\$69,754
5.3	\$67,535	5.3	\$70,236	\$72,661	\$74,293
APS Level 6		APS Level 6			
6.1	\$70,446	6.1	\$73,264	\$74,729	\$76,224
6.2	\$72,559	6.2	\$75,461	\$76,971	\$78,510
6.3	\$74,736	6.3	\$77,725	\$80,300	\$82,122
6.4	\$78,675	6.4	\$81,822	\$84,478	\$86,545
Executive level 1		Executive Level 1			
1.1	\$92,164	1.1	\$95,851	\$97,768	\$99,723
1.2	\$94,666	1.2	\$98,453	\$100,422	\$102,430
1.3	\$97,505	1.3	\$101,405	\$104,657	\$107,260
Executive Level 2		Executive Level 2			
2.1	\$105,306				
2.2	\$108,464	2.1	\$112,803	\$115,059	\$117,360
2.3	\$111,718	2.2	\$116,187	\$118,510	\$120,881
2.4	\$115,070	2.3	\$119,673	\$122,066	\$124,508
2.5	\$121,865	2.4	\$126,740	\$129,274	\$131,860
2.6	\$124,865	2.5	\$129,860	\$133,681	\$136,354

RESEARCH SCIENTISTS

APS Levels	Research Scientist Structure	Pay Rates at 17/9/10 (p.a.)	Pay Rates from date of commencement (p.a.)	Pay Rates at 1/7/12 (p.a.)	Pay Rates at 1/7/13 (p.a.)
APS Level 6	RS1.1	\$70,446	\$73,264	\$74,729	\$76,224
	RS1.2	\$72,559	\$75,461	\$76,971	\$78,510
	RS1.3	\$74,736	\$77,725	\$80,300	\$82,212
	RS1.4	\$78,675	\$81,822	\$84,478	\$86,545
Executive Level 1	RS1.5	\$92,164	\$95,851	\$97,768	\$99,723
	RS1.6	\$94,666	\$98,453	\$100,422	\$102,430
	RS1.7	\$97,505	\$101,405	\$104,657	\$107,260
Executive Level 2					
	SRS1.1	\$105,306	\$109,518	\$111,709	\$113,943
	SRS1.2	\$108,464	\$112,803	\$115,059	\$117,360
	SRS1.3	\$111,718	\$116,187	\$119,734	\$122,129
	SRS1.4	\$115,070	\$119,673	\$123,290	\$125,756
	SRS1.5	\$118,523	\$123,264	\$126,953	\$129,492
	SRS1.6	\$122,083	\$126,966	\$130,730	\$133,344
	SRS1.7	\$129,087	\$134,250	\$138,305	\$141,071
	PRS1.1	\$129,517	\$134,698	\$137,392	\$140,139
	PRS1.2	\$133,403	\$138,739	\$142,929	\$145,788
	PRS1.3	\$137,405	\$142,901	\$147,217	\$150,161
	PRS1.4	\$144,868	\$150,663	\$155,213	\$158,317
	SPRS1.1	\$150,018	\$156,019	\$160,730	\$163,945
	SPRS1.2	\$154,519	\$160,700	\$165,553	\$168,864
SPRS1.3	\$159,155	\$165,521	\$170,520	\$173,930	
SPRS1.4	\$167,271	\$173,962	\$179,215	\$182,800	

LEGAL OFFICERS

APS Levels	Legal Officer Structure	Pay Rates (17/9/10) (p.a.)	Pay Rates from date of commencement (p.a.)	Pay Rates at 1/7/12 (p.a.)	Pay Rates at 1/7/13 (p.a.)
APS Level 3	LO1.1	\$52,419	\$58,207	\$60,391	\$61,599
APS Level 4	LO1.2	\$61,405	\$63,861	\$66,158	\$67,584
APS Level 5	LO1.3	\$64,467	\$67,046	\$68,387	\$69,754
APS Level 6	LO1.4	\$68,394	\$71,130	\$72,552	\$74,003
	LO1.5	\$74,736	\$77,725	\$80,300	\$82,212
	LO1.6	\$81,229	\$84,478	\$87,188	\$88,931
Executive Level 1	SLO1.1	\$92,164	\$95,851	\$97,768	\$99,723
	SLO1.2	\$97,505	\$101,405	\$103,433	\$105,502
	SLO1.3	\$105,306	\$109,518	\$112,933	\$115,191
	SLO1.4	\$111,718	\$116,187	\$119,734	\$122,129
Executive Level 2	PLO1.1	\$118,523	\$123,264	\$126,953	\$129,492
	PLO1.2	\$122,083	\$126,966	\$130,730	\$133,344
	PLO1.3	\$129,087	\$134,250	\$138,305	\$141,071

PUBLIC AFFAIRS OFFICERS

APS Levels	Public Affairs Officers	Pay Rates at 17/9/10 (p.a.)	Pay Rates from date of commencement (p.a.)	Pay Rates at 1/7/12 (p.a.)	Pay Rates at 1/7/13 (p.a.)
APS Level 4	PAO1.1	\$57,280	\$59,571	\$60,763	\$61,978
	PAO1.2	\$61,405	\$63,861	\$65,138	\$66,441
APS Level 5	PAO1.3	\$64,467	\$67,046	\$68,387	\$69,754
	PAO1.4	\$67,535	\$70,236	\$72,661	\$74,114
APS Level 6	PAO2.1	\$72,559	\$75,461	\$76,971	\$78,510
	PAO2.2	\$74,736	\$77,725	\$79,280	\$80,866
	PAO 2.3	\$81,229	\$84,478	\$87,188	\$89,360
Executive Level 1	PAO3.1	\$92,164	\$95,851	\$97,768	\$99,723
	PAO3.2	\$101,609	\$105,673	\$107,787	\$109,943
	PAO3.3	\$108,464	\$112,803	\$115,059	\$117,360
	PAO3.4	\$115,070	\$119,673	\$123,290	\$125,756
Executive Level 2	SPAO1.1	\$121,865	\$126,740	\$130,498	\$133,108
	SPAO2.1	\$129,087	\$134,250	\$138,305	\$141,071

HEAD OFFICE ANTARCTIC MEDICAL PRACTITIONERS

APS Equivalent	Classification Level	Pay Rates from date of commencement (p.a.)	Pay Rates at 1/7/12 (p.a.)	Pay Rates at 1/7/13 (p.a.)
EL 1	HO AMP 1.1	\$120,000	\$123,624	\$126,096
EL 1	HO AMP 1.2	\$135,000	\$139,077	\$141,859
EL 2	HO AMP 2.1	\$140,000	\$144,228	\$147,113
EL 2	HO AMP 2.2	\$155,000	\$159,681	\$162,875
EL 2	HO AMP 2.3	\$160,000	\$164,832	\$168,129
EL 2	HO AMP 2.4	\$175,000	\$180,285	\$183,891
EL 2	HO AMP 2.5	\$180,000	\$185,436	\$189,145
EL 2	HO AMP 2.6	\$205,000	\$211,191	\$215,415

SCHEDULE 2 - Allowances

Clause	Payment	Allowance Rates at 17/9/10	Allowance Rates from date of commencement	Allowance Rates at 1/7/12	Allowance Rates at 1/7/13
2.3	Study support – university students	\$1,250 per semester	\$1,300 per semester	\$1,333 per semester	\$1,366 per semester
2.3	Study support – TAFE/CIT or equivalent	\$625 per semester	\$650 per semester	\$666 per semester	\$683 per semester
2.3	Study support – other than Department approved vocational institutions	\$625 per semester	\$650 per semester	\$666 per semester	\$683 per semester
6.16	Meal Allowance	\$25.16	\$26.17	\$26.82	\$27.49
6.24 – 6.27	Restriction Allowance (AAD only)	\$21,382 p.a.	\$22,237 p.a.	\$22,793 p.a.	\$23,363 p.a.
6.28	Krill & Marine Maintenance	\$106.61 per day	\$110.87 per day	\$113.65 per day	\$116.49 per day
6.30	Cadet Allowance	\$1,022 p.a.	\$1,063 p.a.	\$1,089 p.a.	\$1,117 p.a.
6.29	At Sea Allowance	\$97.86 per day	\$101.77 per day	\$104.32 per day	\$106.93 per day
6.31	Camping Allowance	\$97.86 per day	\$101.77 per day	\$104.32 per day	\$106.93 per day
6.32	Additional Camping Allowance	\$26.22 per day	\$27.27 per day	\$27.95 per day	\$28.65 per day
6.37	CLA Rate 1	\$834 p.a.	\$867 p.a.	\$889 p.a.	\$911 p.a.
6.37	CLA Rate 2	\$1,665 p.a.	\$1,732 p.a.	\$1,775 p.a.	\$1,819 p.a.
6.37	CLA Rate 3	\$2,754 p.a.	\$2,864 p.a.	\$2,936 p.a.	\$3,009 p.a.
6.38	Departmental Liaison Officer Allowance	\$17,350 p.a.	\$18,044 p.a.	\$18,495 p.a.	\$18,957 p.a.
6.39	First Aid/Health and Safety Rep/Emergency Warden and Workplace Contact Officer Allowance	\$26.22 per fn	\$27.27 per fn	\$27.95 per fn	\$28.65 per fn
6.42 – 6.47	Outdoor Work Allowance	\$2,490 p.a.	\$2,590 p.a.	\$2,654 p.a.	\$2,721 p.a.

Clause	Payment	Allowance Rates at 17/9/10	Allowance Rates from date of commencement	Allowance Rates at 1/7/12	Allowance Rates at 1/7/13
6.50 – 6.51	Motor Vehicle Allowance	72 cents per km	75 cents per km	77 cents per km	79 cents per km
6.52	Diving Allowance	\$29.85 per day	\$31.04 per day	\$31.82 per day	\$32.62 per day
6.56	Part Day TA (non SES)	\$52.56 per day	\$54.66 per day	\$56.03 per day	\$57.43 per day
6.72	Hat Allowance	Up to \$147 per year	Up to \$153 per year	Up to \$157 per year	Up to \$161 per year
6.72	Boot Allowance	Up to \$193 per year	Up to \$201 per year	Up to \$206 per year	Up to \$211 per year
9.6	RLA Booderee (with dependants)	\$2,432 p.a.	\$2,529 p.a.	\$2,593 p.a.	\$2,657 p.a.
9.6	RLA Booderee (without dependants)	\$1,591 p.a.	\$1,655 p.a.	\$1,696 p.a.	\$1,738 p.a.
9.6	RLA Darwin (with dependants)	\$4,163 p.a.	\$4,330 p.a.	\$4,438 p.a.	\$4,549 p.a.
9.6	RLA Darwin (without dependants)	\$2,269 p.a.	\$2,360 p.a.	\$2,419 p.a.	\$2,479 p.a.
10.7	Antarctic Service Allowance (Head Office)	\$52,640 p.a.	\$54,746 p.a.	\$56,114 p.a.	\$57,517 p.a.
10.8	Allowance in Lieu of Overtime (Head Office)	N/A	\$27,373 p.a.	\$28,057 p.a.	\$28,758 p.a.
10.9	Common Duties Allowance (Head Office)	N/A	\$13,687 p.a.	\$14,029 p.a.	\$14,380 p.a.
11.15	Allowance in Lieu of Overtime (Expeditioner)	N/A	\$26,316 p.a.	\$26,974 p.a.	\$27,348 p.a.
11.16	Common Duties Allowance (Expeditioner)	N/A	\$13,158 p.a.	\$13,487 p.a.	\$13,824 p.a.
11.14	Antarctic Service Allowance (Expeditioner)	\$52,607 pa	\$52,631 p.a.	\$53,947 p.a.	\$55,296 p.a.

Clause	Payment	Allowance Rates at 17/9/10	Allowance Rates from date of commencement	Allowance Rates at 1/7/12	Allowance Rates at 1/7/13
11.16	Antarctic Allowance (Head Office)	N/A	\$13,687 p.a.	\$14,029 p.a.	\$14,380 p.a.
11.17	Antarctic Allowance (Expeditioner)	N/A	\$13,158 p.a.	\$13,487 p.a.	\$13,824 p.a.
10.20 and 11.34	Deputy Field Leader Allowance	\$5,983 p.a.	\$6,222 p.a.	\$6,378 p.a.	\$6,537 p.a.
10.21–10.22 and 11.34 – 11.36	Deputy Station Leader Allowance	\$5,983 p.a.	\$6,222 p.a.	\$6,378 p.a.	\$6,537 p.a.

SCHEDULE 3 – Trainee (APS Administrative) Pay Rates

Annual Rate of Pay	Pay Rates at 17/9/10 (p.a.)			Pay Rates from date of commencement (p.a.)			Pay Rates at 1/7/12 (p.a.)			Pay Rates at 1/7/13 (p.a.)		
	Highest year of school completed	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11
In school or school leaver	\$13,764	\$16,004	\$18,609	\$14,315	\$16,644	\$19,353	\$15,621	\$17,997	\$20,760	\$15,933	\$18,357	\$21,176
Plus 1 year out of school	\$16,004	\$18,609	\$21,639	\$16,644	\$19,353	\$22,505	\$17,997	\$20,760	\$23,975	\$18,357	\$21,176	\$24,454
Plus 2 years out of school	\$18,609	\$21,639	\$25,160	\$19,353	\$22,505	\$26,166	\$20,760	\$23,975	\$27,710	\$21,176	\$24,454	\$28,264
Plus 3 years out of school	\$21,639	\$25,160	\$29,559	\$22,505	\$26,166	\$30,741	\$23,975	\$27,710	\$32,376	\$24,454	\$28,264	\$33,024
Plus 4 years out of school	\$25,160	\$29,559	\$29,559	\$26,166	\$30,741	\$30,741	\$27,710	\$32,376	\$32,376	\$28,264	\$33,024	\$33,024
Plus 5 years out of school	\$29,559	\$29,559	\$29,559	\$30,741	\$30,741	\$30,741	\$32,376	\$32,376	\$32,376	\$33,024	\$33,024	\$33,024

SCHEDULE 4 - Expeditioner Classifications and Salary

APS Equivalent	Classification	Pay Rates at 17/9/10 (p.a.)	Pay Rates from date of commencement (p.a.)	Pay Rates at 1/7/12 (p.a.)	Pay Rates at 1/7/13 (p.a.)
APS 2	Exp Band 1.1	\$49,960	\$51,958	\$53,508	\$54,578
APS 2	Exp Band 1.2	\$52,965	\$55,084	\$56,695	\$57,829
APS 3	Exp Band 1.3	\$56,150	\$58,396	\$60,074	\$61,275
APS 3	Exp Band 1.4	\$59,529	\$61,910	\$63,658	\$64,932
APS 4	Exp Band 1.5	\$63,109	\$65,633	\$67,456	\$68,805
APS 4	Exp Band 1.6	\$66,898	\$69,574	\$71,475	\$72,905
APS 4	Exp Band 2.1	\$61,488	\$63,948	\$65,736	\$67,051
APS 4	Exp Band 2.2	\$64,637	\$67,222	\$69,077	\$70,458
APS 5	Exp Band 2.3	\$67,949	\$70,667	\$72,590	\$74,042
APS 5	Exp Band 2.4	\$71,431	\$74,288	\$76,284	\$77,810
APS 6	Exp Band 2.5	\$75,090	\$78,094	\$80,165	\$81,769
APS 6	Exp Band 2.6	\$78,938	\$82,096	\$84,247	\$85,932
APS 6	Exp Band 2.7	\$82,982	\$86,301	\$88,537	\$90,308
EL 1	Exp Band 3.1	\$85,401	\$88,817	\$91,103	\$92,925
EL 1	Exp Band 3.2	\$89,387	\$92,962	\$95,332	\$97,238
EL 1	Exp Band 3.3	\$93,558	\$97,300	\$99,756	\$101,751
EL 1	Exp Band 3.4	\$97,928	\$101,845	\$104,392	\$106,480
EL 2	Exp Band 4.1	-	\$112,803	\$115,569	\$117,880
EL 2	Exp Band 4.2	-	\$119,673	\$122,576	\$125,028

Note: These classifications are not broadbands – salary progression does not apply.

EXPEDITIONER ANTARCTIC MEDICAL PRACTITIONERS

APS Equivalent	Classification Level	Pay Rates from date of commencement (p.a.)	Pay Rates at 1/7/12 (p.a.)	Pay Rates at 1/7/13 (p.a.)
EL 1	EAMP 1.1	\$120,000	\$123,624	\$126,096
EL 1	EAMP 1.2	\$135,000	\$139,077	\$141,859
EL 2	EAMP 2.1	\$140,000	\$144,228	\$147,113
EL 2	EAMP 2.2	\$155,000	\$159,681	\$162,875
EL 2	EAMP 2.3	\$160,000	\$164,832	\$168,129
EL 2	EAMP 2.4	\$175,000	\$180,285	\$183,891

Note: These classifications are not broadbands – salary progression does not apply.