



Australian Government
Department of the Environment and Energy



Enterprise Agreement 2016–2019

Note – this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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Enterprise Agreement 2016–2019

PART 1 – SCOPE OF AGREEMENT	1
TITLE.....	1
PURPOSE OF AGREEMENT	1
COVERAGE	1
DURATION	1
POLICIES AND GUIDELINES EXCLUDED	1
DELEGATION	1
SIGNATORIES APPLYING FOR FAIR WORK COMMISSION APPROVAL OF THIS ENTERPRISE AGREEMENT	2
PART 2 – CONSULTATION AND DISPUTE RESOLUTION	3
PRINCIPLE	3
DEPARTMENTAL CONSULTATIVE COMMITTEE	3
CONSULTATION ON POLICIES SUPPORTING THIS AGREEMENT	3
CONSULTATION ON MAJOR CHANGE AND CHANGES TO ROSTERS AND ORDINARY HOURS OF WORK	3
Major Change	3
Change to Regular Roster or Ordinary Hours of Work	4
RESOLUTION OF AGREEMENT DISPUTES	5
PART 3 – WORKING ARRANGEMENTS	6
PRINCIPLE	6
HOURS OF DUTY	6
Ordinary Hours of Work.....	6
Bandwidth	6
Recording Working Hours	6
Advising Absence	6
Meal Breaks.....	6
Lactation Breaks.....	6
FLEXIBLE WORKING ARRANGEMENTS	7
Flextime	7
Removal of Flextime.....	7
Working Arrangements for Executive Level Employees	8
Part-Time Work	8
Job Sharing	9
PUBLIC HOLIDAYS	9
CHRISTMAS CLOSEDOWN	10
OVERTIME DUTY.....	10
Rest Break.....	10

Option to Take Time Off in Lieu	10
Overtime – Rate of Payment	10
Minimum Period for Overtime Payment on Weekends and Public Holidays	11
Emergency Duty	11
Overtime for Executive Level Employees.....	11
SHIFTWORK AND FIXED DAILY HOURS.....	11
COMMUTED PENALTY PAYMENTS.....	13
TEMPORARY REASSIGNMENT TO SHIFTWORK.....	13
PART 4 – REMUNERATION	14
PAYMENT OF SALARY.....	14
Casual Loading.....	14
Junior Rates	14
Supported Salary for Employees with a Disability (Employment at Lower than Specified Salary Levels)	14
CLASSIFICATION AND BROADBANDING.....	14
Head Office Antarctic Medical Practitioners	15
Expeditioner Antarctic Medical Practitioners	15
Legal Officers	15
APS 1/2 Employees.....	15
Public Affairs Officers	15
Research Scientists.....	16
TRAINING BROADBAND	16
Graduates	16
Cadets	16
Apprentices.....	17
School Leaver Program.....	17
SALARY AND ALLOWANCES INCREASES	18
SALARY ON COMMENCEMENT OR PROMOTION	18
SALARY MAINTENANCE.....	18
SALARY ON REDUCTION	18
INDIVIDUAL FLEXIBILITY ARRANGEMENT.....	19
DEDUCTIONS OF OVERPAYMENTS	19
PAYMENT ON DEATH	20
SALARY PACKAGING.....	20
SALARY PROGRESSION	20
EMPLOYER SUPERANNUATION CONTRIBUTIONS	20
PART 5 – ALLOWANCES AND REIMBURSEMENTS.....	22
OVERTIME MEAL ALLOWANCE	22
RESTRICTION ALLOWANCES.....	22

AAD RESTRICTION ALLOWANCE.....	22
AT SEA ALLOWANCE.....	23
CAMPING ALLOWANCE.....	23
CADET ALLOWANCE	23
COMMUNITY LANGUAGE ALLOWANCE	23
DEPARTMENTAL LIAISON OFFICER ALLOWANCE	23
STUDY SUPPORT.....	23
FIRST AID / HEALTH AND SAFETY REPRESENTATIVE / EMERGENCY WARDEN / WORKPLACE CONTACT OFFICER ALLOWANCE	24
OUTDOOR WORK ALLOWANCE	24
HAT and BOOT ALLOWANCE	24
DIVING ALLOWANCE	25
KRILL AND MARINE AQUARIUM MAINTENANCE ALLOWANCE	25
MOTOR VEHICLE ALLOWANCE.....	25
TRAVEL EXPENSES.....	25
Administrative Changes for Travel	25
OVERSEAS POSTINGS.....	25
RELOCATION EXPENSES	25
DEPENDANT CARE REIMBURSEMENTS.....	26
Vacation Assistance	26
Extra Dependant Care Costs	26
EYESIGHT TESTING/SPECTACLE REIMBURSEMENT	26
LOSS, DAMAGE AND INDEMNITY	26
PART 6 – LEAVE PROVISIONS	27
PRINCIPLE	27
PORTABILITY OF LEAVE	27
Recognition of Prior Service	27
ANNUAL LEAVE	27
Cash-out of Annual Leave	28
Cancellation of Annual Leave or Recall to Duty.....	28
Additional Annual Leave for Shiftworkers	28
Payment of Annual Leave Credits on Exit from APS	28
PURCHASED LEAVE	28
LONG SERVICE LEAVE.....	28
PERSONAL/CARER'S LEAVE	29
Production of Supporting Evidence	29
Access to Other Types of Paid Leave, While on Annual, Purchased or Long Service Leave	30
Access While on Paid Maternity Leave, Adoption Leave or Foster Parent's Leave	30

Personal/Carer's Leave to be Taken Before Termination on Invalidity Grounds	30
COMPASSIONATE LEAVE (INCLUDING BEREAVEMENT)	30
Crisis Leave	30
Jury Service Leave	30
War Service Leave	31
UNPAID CARER'S LEAVE	31
PARENTAL LEAVE	31
Paid Maternity Leave	31
Special Maternity Leave	31
Adoption Leave, Foster Parent's Leave and Permanent Care Leave	31
Adoption Leave	32
Foster Parent's Leave	32
Permanent Care Order Leave	32
Supporting Partner Leave	32
Half Pay Parental Leave	32
Unpaid Parental Leave	32
Extending unpaid leave	33
Return to Work from any type of Parental Leave	33
DEFENCE RESERVE LEAVE	33
EMERGENCY SERVICES LEAVE	34
COMMUNITY SERVICE LEAVE	34
NAIDOC Ceremonies	34
ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYEES' CEREMONIAL LEAVE	34
CULTURAL, CEREMONIAL OR RELIGIOUS OBLIGATIONS	34
STUDY LEAVE	34
INDIGENOUS STUDY SUPPORT	35
OTHER LEAVE (WITH AND WITHOUT PAY)	35
PART 7 – WORKFORCE MANAGEMENT	36
EMPLOYEE ASSISTANCE PROGRAM	36
PROBATION	36
MANAGING PERFORMANCE	36
TEMPORARY REASSIGNMENT OF DUTIES AT A HIGHER LEVEL	36
Temporary Reassignment to SES Duties	37
TEMPORARY REASSIGNMENT OF DUTIES AT A LOWER LEVEL	37
REDEPLOYMENT AND REDUNDANCY	37
Accelerated Separation Arrangements	38
Voluntary Redundancy	38
Period of Notice	38

Redundancy Pay	38
Service for Severance Pay Purposes.....	39
Rate of Redundancy Payment	39
RETENTION PERIODS	39
Commencement of Retention Period	40
Employer Responsibilities	40
Employee Obligations	40
Assistance for Reasonable Incurred Expenses	40
RETENTION PERIOD – EARLY TERMINATION.....	40
INVOLUNTARY TERMINATION OF EMPLOYMENT	41
TERMINATION OF NON-ONGOING EMPLOYMENT	41
TERMINATION FOR MISCONDUCT	42
RESIGNATION OR RETIREMENT	42
PART 8 – REMOTE SUPPORT.....	43
REMOTE LOCALITIES ASSISTANCE	43
Payment of RLA during Periods of Leave	43
Payment of RLA for a Temporary Period	43
Former Remote Localities	44
Education Allowance	44
Norfolk Island Education Assistance	44
Medical and Dental Costs – Visits to Norfolk Island.....	44
Employee Housing	44
Air Conditioning Subsidy	44
LEAVE FARES ASSISTANCE.....	45
Reunion Fares for New Recruits to Darwin.....	45
Emergency or Compassionate Travel – Reimbursement of Transport Costs.....	46
Reunion Travel for School Children	46
Correspondence School Travel Assistance	46
Additional Travel Leave for Christmas Island and Cocos (Keeling) Islands Employees	47
Re-crediting of Annual Leave for Annual Medical Examinations	47
PART 9 – ANTARCTIC DUTY PROVISIONS.....	48
Expeditioner Employees Classifications	48
Working Hours.....	48
Training in Support of Antarctic Duty.....	48
Marine Science Participation	48
ANTARCTIC DUTY ALLOWANCES.....	49
Allowance in Lieu of Overtime.....	49
Common Duties Allowance	49

Antarctic Allowance	49
Loading on Antarctic Duty Allowances	49
Basis of Calculation	50
OTHER ANTARCTIC ALLOWANCES	50
Wintering Expeditioner Employees	50
Returning Expeditioner Employees	50
Higher Rate of Salary for Returning Expeditioner Employees	50
ADDITIONAL RESPONSIBILITIES ALLOWANCE	50
Public Holidays	51
Superannuation	51
Deductions from Pay	51
MANAGING PERFORMANCE	51
Performance Appraisal	51
Conduct and Behaviour	51
Withdrawal from Antarctic Duty – Reasons other than Misconduct	52
Termination of Expeditioner Employment – Reasons other than Misconduct	52
LEAVE AND ADDITIONAL TIME OFF	52
Personal/Carer's Leave	52
Annual Leave	52
Pre-Departure Leave	53
Recuperation Leave	53
Additional Time Off	53
COVERAGE OF MISCELLANEOUS EXPENSES	54
EMPLOYEE ASSISTANCE PROGRAM	54
PART 10 – INTERPRETATIONS/DEFINITIONS	55
SCHEDULE 1 – CLASSIFICATION STRUCTURE AND PAY RATES	58
SCHEDULE 2 – ALLOWANCES	63
SCHEDULE 3 – TRAINING BROADBAND	67
SCHEDULE 4 – EXPEDITIONER CLASSIFICATIONS AND SALARY	68
SCHEDULE 5 – SUPPORTED WAGE SYSTEM	70

PART 1 – SCOPE OF AGREEMENT

TITLE

- 1.1** This Agreement is known as the Department of the Environment and Energy Enterprise Agreement 2016–2019 and is made and approved under section 172 of the *Fair Work Act 2009*.

PURPOSE OF AGREEMENT

- 1.2** This Agreement provides the terms and conditions of employment for the Department's employees covered by the Agreement. The Department is committed to providing employees with flexible working arrangements and opportunities for personal and career development. The Department is also committed to contributing to the goals of the Commonwealth Aboriginal and Torres Strait Islander Employment Strategy 2015 and the Australian Public Service Gender Equality Strategy 2016-19.

COVERAGE

- 1.3** In accordance with section 53 of the FW Act, this Agreement covers the Secretary of the Department of the Environment and Energy, on behalf of the Commonwealth; and all non-Senior Executive Service (SES) employees in the Department employed under the *Public Service Act 1999* (PS Act).
- 1.4** 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, or a determination made by the Secretary, as normally applied to departmental SES employees.

DURATION

- 1.5** This Agreement will commence operation seven days after approval by the Fair Work Commission and will nominally expire three years after its commencement.

POLICIES AND GUIDELINES EXCLUDED

- 1.6** The Department's policies, guidelines and procedures, including those referred to in this Agreement, do not form part of this Agreement. 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. The clauses relating to Resolution of Agreement Disputes set out in Part 2 of this Agreement are not to be applied to policies, guidelines or procedures referred to in this Agreement.

DELEGATION

- 1.7** The Secretary may, by instrument in writing, delegate or authorise to a person any of the Secretary's powers or functions under this Agreement, including the power to sub-delegate, and may do so subject to conditions.
- 1.8** A power exercisable by any employee of the Department under this Agreement may be exercised by the Secretary.

SIGNATORIES APPLYING FOR FAIR WORK COMMISSION APPROVAL OF THIS ENTERPRISE AGREEMENT

26/10/16

Dated

Gordon de Brouwer

Dr Gordon de Brouwer

Secretary, Department of the Environment and Energy

John Gorton Building, King Edward Terrace, Parkes, ACT 2600

25/10/16

Dated

N. Gooden

Employee Bargaining Representative

Name *NICHOLAS GOODEN*

John Gorton Building, King Edward Terrace, Parkes, ACT 2600

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

PRINCIPLE

- 2.1** The Department is committed to communicating and consulting with employees and where advised, employee representatives, about the implementation and operation of this Agreement. The role of any nominated employee representatives will be respected and facilitated.
- 2.2** The Department recognises that an employee may, in matters concerning their employment, choose to have a representative of their choice to support or represent them. A representative requested by an employee to act in this capacity may include an elected representative, a union workplace delegate, or a work colleague. The Department and the employee's nominated representative will deal with each other in good faith.

DEPARTMENTAL CONSULTATIVE COMMITTEE

- 2.3** The Departmental Consultative Committee (DCC) is the peak forum for consultation with employees. Its membership will have at least as many employee representatives (nominated or elected by employees) as management representatives. The DCC will meet at least four times a year to discuss and consult on proposed changes within the Department, including human resource policy, and the implementation of government decisions as they apply to the Department.
- 2.4** The DCC will be able to establish regional, geographical or other sub-committees as required.
- 2.5** Terms of reference will be maintained by the DCC.

CONSULTATION ON POLICIES SUPPORTING THIS AGREEMENT

- 2.6** Policies will support the operation of this Agreement, and may identify other entitlements contained in relevant legislation. Prior to a policy that supports the operations of this Agreement being amended or introduced the Department will make the policy available on the intranet for comment and feedback for a period of at least two weeks. The Department will consider any comments or feedback received in relation to the policy prior to finalising it. Where the introduction or amendment of such a policy involves a major change or a change to a regular roster or ordinary hours of work clauses 2.7 to 2.23 will apply.

CONSULTATION ON MAJOR CHANGE AND CHANGES TO ROSTERS AND ORDINARY HOURS OF WORK

- 2.7** Clauses 2.9 to 2.16 apply if the Department has made a definite decision to introduce a major change to operations, program, organisation, structure or technology that is likely to have a significant effect on employees.
- 2.8** Clauses 2.17 to 2.23 apply if the Department proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

- 2.9** The Department must notify the relevant employees of the decision to introduce a major change.
- 2.10** The relevant employees may appoint a representative for the purposes of consultation on the major change.
- 2.11** If a relevant employee(s) appoints a representative for the purposes of consultation and advises the Department of the identity of the representative, the Department will recognise the representative.

- 2.12** As soon as practicable after making its decision, the Department must
- a. discuss with the relevant employees
 - i. the introduction of the change and
 - ii. the effect the change is likely to have on the employees and
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees and
 - b. for the purposes of the discussion provide, in writing, to the relevant employees
 - i. all relevant information about the change, including the nature of the change proposed and
 - ii. information about the expected effects of the change on the employees and
 - iii. any other matters likely to affect the employees.
- 2.13** However, the Department is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.14** The Department must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 2.15** If a term in this Agreement provides for a major change to operations, program, organisation, structure or technology in relation to the enterprise of the Department, the requirements set out in clauses 2.9, 2.10 and 2.12 are taken not to apply.
- 2.16** Regarding clause 2.7, a major change is likely to have a significant effect on employees if it results in:
- a. the termination of the employment of employees or
 - b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure) or
 - d. the alteration of hours of work or
 - e. the need to retrain employees or
 - f. the need to relocate employees to another workplace or
 - g. the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

- 2.17** For changes referred to in clause 2.8 the Department must notify the relevant employees of the proposed change.
- 2.18** The relevant employee(s) may appoint a representative for the purposes of consultation on the proposed change.
- 2.19** If a relevant employee(s) appoints a representative for the purposes of consultation and advises the Department of the identity of the representative, the Department will recognise the representative.
- 2.20** As soon as practicable after proposing to introduce the change, the Department will:
- a. discuss the introduction of the change with relevant employees and
 - b. for the purposes of those discussions, provide to the relevant employee
 - i. all relevant information about the change, including the nature of the change proposed
 - ii. information about what the Department reasonably believes will be the effect on the employee
 - iii. information about any other matter that the Department reasonably believes is likely to affect the employees and
 - c. invite the relevant employees to give their views about the impact of the changes (including any impact in relation to their family or caring responsibilities).
- 2.21** The Department is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.22** The Department will give prompt and genuine consideration to matters raised by the relevant employees about the change.

2.23 In clauses 2.9 to 2.22, 'relevant employees' means the employees who may be affected by a major change or a proposed change to a regular roster or ordinary hours of work.

RESOLUTION OF AGREEMENT DISPUTES

2.24 If a dispute relates to a matter under this Agreement, or under the National Employment Standards (NES), the following clauses (2.25 to 2.31) set out the procedures to settle the dispute.

2.25 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

2.26 In the first instance, parties to the dispute must try to resolve the dispute at the workplace level by discussions between the employee(s) and the relevant management.

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

2.28 The Fair Work Commission may deal with the dispute in two stages:

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

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

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

- a. an employee must continue to perform their work as they would normally, unless they have a reasonable concern about an imminent risk to their 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
 - i. the work is not safe or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed or
 - iii. the work is not appropriate for the employee to perform or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

REVIEW OF DECISIONS/ACTIONS

2.32 An employee is entitled to request an internal review of certain decisions/actions that relate to their employment under section 33 of the PS Act 1999 and part 5 of the Public Service Regulations 1999. Further information is contained in the Department's Review of Actions Policy.

PART 3 – WORKING ARRANGEMENTS

PRINCIPLE

- 3.1** The Department will provide a flexible approach to working arrangements that assists and equitably supports all employees (regardless of gender) 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

- 3.2** The ordinary hours of work for full-time employees (other than shiftworkers) are 37 hours and 30 minutes per week, to be worked on the basis of seven hours and 30 minutes each day, Monday to Friday. Ordinary hours of work for shiftworkers are an average total of 150 hours per four-week period.
- 3.3** The standard working day is considered to be 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm (seven hours and 30 minutes per day) Monday to Friday.
- 3.4** For part-time employees, ordinary hours of work are the hours of work agreed in their part-time work agreement.

Bandwidth

- 3.5** The bandwidth during which employees may work their ordinary hours will be 12 hours in length, Monday to Friday, usually 7.00 am to 7.00 pm.
- 3.6** For operational requirements, the Delegate may vary the starting and finishing times for the 12-hour bandwidth for a workplace, after consultation with the affected employees in accordance with clause 2.17 to 2.23 of this Agreement.

Recording Working Hours

- 3.7** Employees are required to record the times they commence and finish work (including breaks) each day.
- 3.8** Over a four-week settlement period the standard total working hours for full-time employees is 150.
- 3.9** Part-time employees are required to record their hours based on their agreed part-time working arrangement.

Advising Absence

- 3.10** Where an employee is unexpectedly unable to attend work they must ensure their Manager is advised before they would normally commence, unless it is not reasonable to do so.

Meal Breaks

- 3.11** When an employee has worked for five hours continuously they must take a break of at least 30 minutes, except when their hours to be worked on that day are no more than six hours and the employee has requested to work beyond the five-hour period.

Lactation Breaks

- 3.12** Nursing mothers are entitled to take lactation breaks as and when needed. It is expected that employees will discuss these arrangements with their Manager. Suitable facilities will be provided where possible.

FLEXIBLE WORKING ARRANGEMENTS

- 3.13** The Department recognises that employees have personal and family commitments and is committed to providing employees with reasonable flexibility in working arrangements and to be responsive and assist employees to balance their personal and work commitments.
- 3.14** Employees can request flexible working arrangements that change the hours, pattern or location of their work. When assessing requests for flexible working arrangements, the Delegate will respond in writing within three weeks (providing reasons if request is declined) and will consider:
- operational requirements
 - impact on the team and
 - any personal circumstances behind the request.
- 3.15** The Delegate may decline a request for flexible working arrangements only on reasonable business grounds. Further information on flexible working arrangements is contained in the Department's Working Arrangements Policy.
- 3.16** An employee also has the right to request a flexible working arrangement in accordance with the provisions of the NES set out in section 65 of the FW Act.

Flextime

- 3.17** Flextime applies to employees in classifications at the APS 1 to APS 6 levels (except those who work on a shift roster or fixed daily hours basis) and enables employees to build up and make use of working time credits. Further information on flextime and flex leave is contained in the Department's Working Arrangements Policy.
- 3.18** A maximum of 37 hours and 30 minutes in flex credits or a maximum of 20 hours in flex debits may be carried over from one settlement period to the next. The Delegate may agree to a higher carryover of credit or debit in exceptional circumstances. Managers and employees will take joint responsibility to maintain flex credits and debits within these limits. Managers will facilitate opportunities for employees to access flex leave to avoid the accumulation of excessive flex credits. Where an employee exceeds the maximum flex debit at the end of the settlement period, the excess debit may be treated as an overpayment of salary and the Department may take steps to recover the overpayment in accordance with clause 4.46.
- 3.19** In exceptional circumstances the Delegate may determine payment in lieu of flex credits.
- 3.20** In exceptional circumstances the Department may require employees to work extended hours within the bandwidth (i.e. flextime) to meet high-priority operational requirements.
- 3.21** Where APS 1 to 6 level employees are required by Managers to work outside the applicable bandwidth (usually 7.00 am to 7.00 pm), overtime is payable.
- 3.22** Where an employee ceases employment with the Department and their Manager certifies that they were unable to utilise their flex credits due to operational requirements, the Delegate will authorise a payment in lieu of the flex credits at single-time rates up to a maximum of 37 hours and 30 minutes.
- 3.23** 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.

Removal of Flextime

- 3.24** A Manager may remove an employee's access to flextime arrangements (so that their working hours are in accordance with clause 3.3) where the Manager, after discussion with the employee, reasonably considers the employee's attendance is unsatisfactory or that the employee is misusing the flex-

time arrangements. The Manager will provide a written explanation of the reasons for their decision. Where such an employee is required to work hours additional to their standard working day they will be paid overtime in accordance with table 3.54.1. Access to flextime arrangements may be restored when the Manager is satisfied the employee's attendance is satisfactory and misuse of flextime arrangements is unlikely to reoccur.

Working Arrangements for Executive Level Employees

- 3.25** While the flextime provisions as outlined in clauses 3.17 to 3.24 do not apply to Executive Level (EL) employees, 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 such hours are in excess of agreed working arrangements. However, time off will not be granted on an exact time for time basis. The working arrangements for an EL employee should be agreed at the section or branch level through discussion between the Manager and the EL employee. Further information is contained in the Department's Working Arrangements Policy.
- 3.26** EL employees are not eligible to work shiftwork (clauses 3.59 to 3.68) although they are eligible to work part-time (clauses 3.27 to 3.34).

Part-Time Work

- 3.27** A part-time employee is one whose ordinary hours of work are less than 75 hours over a two-week settlement period commencing on a Thursday payday and finishing on a Wednesday. Salaries and some allowances (see clause 5.1 and Schedule 2) for part-time employees will be paid at a pro rata rate based on their agreed ordinary hours of work. Leave entitlements for part-time employees will also accrue at a pro rata rate based on their agreed ordinary hours of work.
- 3.28** Employees who commenced employment with the Department on a part-time basis will not be required to convert from part-time to full-time hours without their agreement.
- 3.29** Employees will not be required to convert from full-time to part-time hours without their agreement.
- 3.30** An employee may request in writing to work on a part-time basis for up to 12 months at a time. The Delegate will respond in writing within three weeks providing reasons if the request is declined. The Delegate may decline a request for part-time work only on reasonable business grounds and will consider:
- a. operational requirements
 - b. impact on the team and
 - c. any personal circumstances behind the request.
- 3.31** Any employee returning from parental or maternity leave will have the right to work part-time hours during the period within two years of the birth (or, in the case of adoption or Permanent Care, within two 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.
- 3.32** Part-time work arrangements must be set out in a written part-time work agreement between the employee and their Manager specifying the days and hours to be worked during a settlement period. These arrangements should be reviewed on an annual basis, at a minimum. The part-time work agreement must ensure that any single period of attendance is no less than three hours and 45 minutes in any one day and no less than seven hours and 30 minutes in any one week.
- 3.33** At the expiry of a part-time work agreement the Delegate will consider any request from the employee for a new part-time work agreement in accordance with clauses 3.30 and 3.32 and subject to 3.28.

- 3.34** A part-time employee may convert to full-time hours before the expiry of their part-time work agreement only with the Delegate's approval. Part-time employees will not be required to extend or change their part-time work arrangements or to convert to full-time hours before the expiry of their part-time work agreement without their agreement.

Job Sharing

- 3.35** 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. All parties to the arrangement must complete a written agreement setting out the conditions of the arrangement.

PUBLIC HOLIDAYS

- 3.36** Employees will be entitled to the following public holidays:

- New Year's Day (1 January)
- Australia Day (26 January)
- Good Friday
- Easter Monday
- Anzac Day (25 April)
- the Queen's Birthday holiday (on the day on which it is celebrated in the relevant State or Territory or relevant region of a State or Territory)
- Christmas Day (25 December)
- Boxing Day (26 December)
- any other day or part-day declared or prescribed by or under a law of the relevant State or Territory to be observed generally within the State or Territory, or relevant 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.

- 3.37** 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.

- 3.38** 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. 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.

- 3.39** An employee, other than a shiftworker, 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 employee would not normally have worked on that day.

- 3.40** An employee who is on unpaid leave that includes both the working day before and the working day after a public holiday (or consecutive public holidays) will not receive payment for this (these) public holiday(s). The holidays occurring between Christmas and New Year each year will be regarded as consecutive.

- 3.41** Employees who receive a loading in lieu of leave entitlements (clause 4.5 of this Agreement) will not receive payment for a public holiday unless they work on the public holiday.

- 3.42** 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 the working day before and the working day after the public holiday.

CHRISTMAS CLOSEDOWN

- 3.43** The Department will close its normal operations from close of business on the last working day before Christmas and resume normal operations on the first working day after New Year's Day.
- 3.44** Employees will be provided with time off for the weekdays 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 they are on long service leave at half pay, payment is at half pay).
- 3.45** There will be no deduction from annual or personal/carer's leave credits for the closedown days.
- 3.46** Duty performed on the weekday immediately following the Boxing Day public holiday or its substitute will be paid as public holiday duty.
- 3.47** In cases where employees are required by their Manager to work on the second or third weekday following the Boxing Day public holiday or its substitute, they must be provided with two days of time off in lieu to be taken within four weeks of New Year's Day or an alternative time agreed between the employee and their Manager.

OVERTIME DUTY

- 3.48** Employees working at the APS 1 to APS 6 classification level who are required by their Manager to work outside the bandwidth, or on weekends or public holidays, will be paid at overtime rates (subject to clause 3.53). However, travel time will not be paid as overtime. The entitlement to overtime meal allowance is contained in clause 5.2.
- 3.49** Overtime on a normal working day will normally only be allowed outside the bandwidth (except for employees who work on a shift roster or fixed daily hours basis) where an employee is required by their Manager to continue work after they have completed nine hours of work on that same day (excluding meal 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 seven hours and 30 minutes.
- 3.50** Where a part-time employee at the APS 1 to APS 6 classification level is required by their Manager to work extra duty outside their ordinary working hours the overtime rate of payment will apply.
- 3.51** Where an employee who has a flex debit is required to work overtime, they may eliminate their flex debit (at the overtime rate) before overtime is payable.

Rest Break

- 3.52** Employees are required to have a rest break of at least ten 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 will be paid double the regular rate of pay until they have such a break.

Option to Take Time Off in Lieu

- 3.53** Where an employee would prefer to take time off 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 at which they would have received it as an overtime payment.

Overtime – Rate of Payment

- 3.54** Overtime duty is payable at the following rates as outlined in Table 3.54.1.

TABLE 3.54.1

Overtime Period	Rate
Monday to Friday (outside bandwidth hours)	1½ hours for each hour (or part thereof, rounded to the nearest 15 minutes) worked for the first 3 hours, and 2 hours for each hour worked thereafter
Saturday	1½ hours for each hour worked for the first 3 hours, and 2 hours for each hour worked thereafter
Sunday	2 hours for each hour worked
Public holidays (within ordinary hours)	1½ hours for each hour worked (as employees are already receiving payment for the public holiday at single-time rates)
Public Holidays (outside ordinary hours)	2½ hours for each hour worked

Minimum Period for Overtime Payment on Weekends and Public Holidays

3.55 Subject to clauses 5.3 to 5.9 (Restriction Allowance), where an employee is required to work overtime on a weekend or public holiday, they will be paid for a minimum period of two hours at the appropriate overtime rate.

Emergency Duty

3.56 This clause only applies to employees in classifications at the APS 1 to APS 6 level. 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 has been given no notice of such a call prior to ceasing ordinary duty, they will be paid for the emergency duty at double their regular rate of pay. The period for which this emergency payment will be made will include time necessarily spent travelling to and from duty. The minimum payment under this clause will be two hours at double the regular rate of pay.

Overtime for Executive Level Employees

3.57 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.

3.58 Apart from the circumstances in clause 3.57, EL employees are only eligible to receive overtime payments in exceptional circumstances. In assessing exceptional circumstances the Delegate will take into account:

- 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 (i.e. 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 (i.e. on a continuing basis, as overtime is not usually paid for one-off special tasks)
- e. whether the extra duty is burdensome or unusually urgent compared with that undertaken by employees at the same level.

SHIFTWORK AND FIXED DAILY HOURS

3.59 A shiftworker is an employee at APS 1 to APS 6 level who is rostered to perform ordinary duty outside the period of 6.30 am to 6.00 pm on Monday to Friday and/or is rostered to work on Saturdays,

Sundays or public holidays for an ongoing or fixed period. Employees employed on a fixed daily hours or shift roster basis are not entitled to flextime as outlined in clauses 3.17 to 3.23. This definition does not prevent a shiftworker returning from parental or maternity leave requesting to work on a part-time basis under clause 3.30.

- 3.60** Where for operational reasons the Delegate considers that employees in a work area should work fixed daily hours or shiftwork, the Delegate 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.
- 3.61** Except at the regular changeover of shifts an employee should not be required to work more than one shift in each 24 hours.
- 3.62** 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 working days notice given by the Manager to the affected employees. In the absence of consent or ten 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 working days notice of the shift changing. However this payment does not apply where a Manager is unable to give ten working days notice because of the sickness or unanticipated absence of another employee.
- 3.63** 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.
- 3.64** Where a public holiday occurs on a shiftworker's rostered day off the employee will be granted one day of leave in lieu of that public holiday within a month or if this is not practicable, they will be paid one days pay at ordinary rates.
- 3.65** The Manager may remove an employee or group of employees from a shiftwork roster to work ordinary hours after consulting with affected employees in accordance with clauses 2.17 to 2.23 and providing 28 days notice. For employees who have been on a fixed roster (shiftwork or fixed daily hours) for four years or more, salary maintenance for a three month period (including the 28 day notice period) will be provided.
- 3.66** 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 those credits.
- 3.67** Shift penalty payments will not be taken into account in the calculation of overtime or in the calculation of any allowance based on salary.
- 3.68** Shiftworkers who do not receive commuted penalty payments (clause 3.69) will be paid the penalty rates outlined in Table 3.68.1.

TABLE 3.68.1

Rostered Time of Ordinary Duty	Penalty Rate
Ordinary duty performed on a shift (Monday–Friday) any part of which falls between 6.00 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 (or the weekday immediately following the day observed as the Boxing Day public holiday)	150%

Further information is contained in the Department's Shiftwork, Fixed Daily Hours and Commuted Penalties Policy.

COMMUTED PENALTY PAYMENTS

3.69 Commuted penalty payments are the preferred means of compensating employees who work a shift roster on a long term basis. Where the Delegate determines that a shiftworker will be paid a commuted penalty, the shiftworker will be paid a consistent additional percentage of their base salary each fortnightly pay period in lieu of being required to make separate claims on each occasion a penalty rate may otherwise be applicable. A commuted penalty payment will be determined by applying the penalty rates outlined in table 3.68.1 to a relevant shift roster pattern over a full year. Further information is provided in the Department's Shiftwork, Fixed Daily Hours and Commuted Penalties Policy.

3.70 The commuted penalty will continue to be paid during periods of personal/carers' leave, annual leave and other paid leave (but not for periods of long service leave in any circumstances).

TEMPORARY REASSIGNMENT TO SHIFTWORK

3.71 Where an employee is temporarily reassigned to duties involving a shiftwork roster they will receive either the relevant commuted penalty payment or if the temporary reassignment is for a short period only they will apply for and be paid shift penalties in accordance with the shift work and fixed daily hours clauses 3.59 to 3.68. If this shiftwork roster involves the employee working weekends as a part of the roster (as for example in a ten days on, four days off roster) they will receive a day off for each Saturday and Sunday worked as part of their rostered days off.

PART 4 – REMUNERATION

- 4.1** All references to amounts of salaries throughout this Agreement apply to full-time employees. Part-time employees are entitled to a pro rata amount of these salaries based on their part-time hours as outlined in their part-time agreement.

PAYMENT OF SALARY

- 4.2** Employees will be paid fortnightly. The fortnightly rate of pay will be calculated using the following formula: Fortnightly pay = annual salary x 12/313.
- 4.3** Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution account of their choice.
- 4.4** Annual salary rates for all employees are set out in Schedules 1, 3 and 4 of this Agreement.

Casual Loading

- 4.5** An employee engaged on an irregular or intermittent basis will be paid a 25 per cent loading in lieu of public holidays on which the employee is not rostered to work and all paid leave entitlements except long service leave, 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. The minimum payment per attendance will be two hours.

Junior Rates

- 4.6** Junior rates of pay will apply to the minimum pay point of the Department's APS 1/2 classification and the minimum pay point of the Department's Training Broadband (unless otherwise stated), as follows.

TABLE 4.6.1

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

Supported Salary for Employees with a Disability (Employment at Lower than Specified Salary Levels)

- 4.7** Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension may be employed under this Agreement and be paid a supported salary appropriate to the APS classification level at which they are employed, in accordance with Schedule 5 of this Agreement.

CLASSIFICATION AND BROADBANDING

- 4.8** Employees will hold a classification in one of the following employment streams (which are aligned to the approved classifications in the Public Service Classification Rules 2000, as outlined in Schedules 1, 3 and 4 of this Agreement):
- General employment stream, APS 1/2 to APS 6 and EL 1 to EL 2

- b. Research Scientist, APS 6 to EL 2
- c. Legal Officer, APS 3 to EL 2
- d. Public Affairs Officer, APS 4 to EL 2
- e. Head Office Antarctic Medical Practitioner, EL 1 to EL 2
- f. Expeditioner Employees, APS 2 to EL 2
- g. Expeditioner Antarctic Medical Practitioner, EL 1 to EL 2 and
- h. Training Broadband, APS 1 to APS 5.

Head Office Antarctic Medical Practitioners

- 4.9** Head Office Antarctic Medical Practitioner (HO AMP) classifications are reflected in Schedule 1 of this Agreement as HO AMP Level 1 (EL 1) and HO AMP Level 2 (EL 2).
- 4.10** 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.

Expeditioner Antarctic Medical Practitioners

- 4.11** Expeditioner Antarctic Medical Practitioner (EAMP) classifications are reflected in Schedule 4 of this Agreement as EAMP Level 1 (EL 1) and EAMP Level 2 (EL 2).

Legal Officers

- 4.12** 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:
- a. Legal Officer Level 1 (broadbanded from APS 3 to APS 6) or
 - b. Senior Legal Officer (EL 1) or
 - c. Principal Legal Officer (EL 2).
- 4.13** Salary progressions within the broadbanded Legal Officer 1 level (see Schedule 1 of this Agreement) and within each of the other designations in clause 4.12 are in accordance with clauses 4.49 to 4.51 of this Agreement.

APS 1/2 Employees

- 4.14** Employees allocated to the APS 1/2 classification may progress through the APS 1/2 broadband (see Schedule 1 of this Agreement) in accordance with clauses 4.49 to 4.51 of this Agreement.

Public Affairs Officers

- 4.15** Duties assigned to a position that requires an employee to hold a media cadetship or a 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:
- a. Public Affairs Officer Grade 1 (broadbanded from APS 4 and APS 5) or
 - b. Public Affairs Officer Grade 2 (APS 6) or
 - c. Public Affairs Officer Grade 3 (EL 1) or
 - d. Senior Public Affairs Officer Grade 1 (EL 2) or
 - e. Senior Public Affairs Officer Grade 2 (EL 2).
- 4.16** Salary progression within the broadbanded Public Affairs Officer Grade 1 level (see Schedule 1 of this Agreement) and within each of the other designations in clause 4.15 are in accordance with clauses 4.49 to 4.51 of this Agreement. Advancement to Senior Public Affairs Officer Grade 2 level is subject to a competitive selection process and will only occur if there is an ongoing vacancy at the Senior Public Affairs Officer Grade 2 level.

Research Scientists

- 4.17** The Research Scientist employment stream is broadbanded from the APS 6 level to the EL 2 level (see Schedule 1) and comprises the following designations:
- a. Research Scientist (broadbanded from APS 6 to EL 1)
 - b. Senior Research Scientist (EL 2)
 - c. Principal Research Scientist (EL 2) and
 - d. Senior Principal Research Scientist (EL 2).
- 4.18** Salary progression within the Research Scientist, the Senior Research Scientist and the Principal Research Scientist designations will occur in accordance with clauses 4.49 to 4.51 of this Agreement.
- 4.19** Advancement to Senior Research Scientist, to Principal Research Scientist, to Senior Principal Research Scientist and to each pay point of the Senior Principal Research Scientist designation will be determined by the Delegate on merit. Further information is contained in the Department's Research Scientist Merit Advancement Policy.

TRAINING BROADBAND

- 4.20** Employees allocated to the Department's Training Broadband (outlined in Schedule 3 of this Agreement) will be required to undertake a mandatory training or development program. Their advancement in this broadband will be subject to successful completion of that program.
- 4.21** The Delegate may establish new training programs to develop skills to assist and support transition into the Department's workforce. The Delegate will assign employees recruited to these training programs to a particular pay point in the Training Broadband and on completion of the training program will determine the employee's advancement to a higher classification level in the broadband provided:
- a. the employee has performed satisfactorily
 - b. there is sufficient work available at the higher classification level and
 - c. the employee has the necessary skills and proficiencies to perform that work.

Graduates

- 4.22** Graduates will enter the Department at the APS 3 classification level within the Training Broadband. If the Delegate is satisfied that a Graduate's performance has been fully effective their salary will be advanced to the next trainee pay point on 1 September (see Schedule 3 for Trainee Broadband pay points). On successful completion of the Graduate Program as determined by the Delegate, a Graduate will be advanced to trainee pay point 12. Alternatively they may be advanced to trainee pay point 13, 14 or 15 as determined by the Delegate provided:
- a. they have performed satisfactorily
 - b. there is sufficient work available at the higher classification level and
 - c. the employee has the necessary skills and proficiencies to perform that work.

Cadets

- 4.23** Employees recruited as Cadets will undertake a course of study as determined by the Delegate. Cadets will be assigned to the APS 1 classification level within the Training Broadband. On successful completion of their course of study and a final 12-week work placement, Cadets will be assessed for advancement to the APS 3 classification level within the Training Broadband at a pay point determined by the Delegate provided:
- a. the employee has performed satisfactorily;
 - b. there is sufficient work available at the higher classification level; and

- c. the employee has the necessary skills and proficiencies to perform that work.

4.24 Cadet rates of pay will apply to the first (lowest) pay point of the Training Broadband APS 1 classification as set out in Schedule 3, and based on the task as set out in Table 4.24.1.

TABLE 4.24.1

Task	Rate of Pay
Work placement	100% of the 1 st pay point of APS 1 in the Training Broadband
Full-time study	65% of the 1 st pay point of APS 1 in the Training Broadband

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

Apprentices

4.26 Employees recruited as Apprentices will undertake a course of study approved by the Delegate. Apprentices will be assigned to the APS 1 classification within the Training Broadband. On successful completion of their apprenticeship these employees will be assessed for advancement to the APS 2 classification within the Training Broadband at a pay point determined by the Delegate provided:

- a. the employee has performed satisfactorily
- b. there is sufficient work available at the higher classification level and
- c. the employee has the necessary skills and proficiencies to perform that work.

4.27 Apprentice rates of pay will be set at a percentage of the first (lowest) pay point of the Training Broadband APS 1 classification as set out in Schedule 3 and as determined by the Australian Qualifications Framework (AQF) certificate level they are currently studying, rounded up to the nearest dollar, as per Table 4.27.1.

TABLE 4.27.1

AQF Certificate Level	Rate of Pay
Undertaking Certificate Level 1	50% of the 1 st pay point of APS 1 in the Training Broadband
Undertaking Certificate Level 2	65% of the 1 st pay point of APS 1 in the Training Broadband
Undertaking Certificate Level 3	80% of the 1 st pay point of APS 1 in the Training Broadband
Undertaking Certificate Level 4	95% of the 1 st pay point of APS 1 in the Training Broadband

4.28 Where an employee is engaged as a school-based Apprentice or school-based 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 would be entitled, as set out in clause 4.27.

School Leaver Program

4.29 Employees recruited to the Department's School Leaver Program will undertake a course of study approved by the Delegate and will be assigned to the APS 1 classification level within the Training Broadband and be paid a salary of 81% of the first (lowest) pay point of the APS 1 classification in the Training Broadband.

- 4.30** On successful completion of the program and subject to satisfactory performance the Delegate may advance the employee's salary to the second or third pay point of the APS 1 classification in the Training Broadband.

SALARY AND ALLOWANCES INCREASES

- 4.31** A three per cent increase in salaries as set out in schedules 1, 3 and 4 will apply from the commencement of this Agreement.
- 4.32** A further two per cent increase in salaries as set out in schedules 1, 3 and 4 will apply with effect 12 months after commencement of this Agreement, provided that 95% of employees participated in the Performance and Development Scheme (PDS) and have performance agreements in place and their performance assessed for the 2016–17 financial year.
- 4.33** A further one per cent increase in salaries as set out in schedules 1, 3 and 4 will apply with effect 24 months after commencement of this Agreement, provided that 95% of employees participated in the PDS and have performance agreements in place and their performance assessed for the 2017–18 financial year.
- 4.34** Allowances will be increased on the commencement of this Agreement and again 12 and 24 months after the commencement of this Agreement as set out in Schedule 2.

SALARY ON COMMENCEMENT OR PROMOTION

- 4.35** Where an employee commences employment in the Department or is promoted within the Department, the employee's salary will be at the base point in the salary range applicable to the classification of the job.
- 4.36** The Delegate may, however, determine the employee's salary above the base point in the salary range applicable to the classification of the job, having regard to the experience, qualifications and skills of the employee.

SALARY MAINTENANCE

- 4.37** Where an ongoing employee moves to the Department from another APS agency and their salary in that agency exceeds the current maximum salary of the relevant classification in this Agreement, the Delegate may agree to maintain the employee's current salary until such time as that salary is absorbed by future remuneration increases.
- 4.38** Where an ongoing employee moves to the Department at the same level directly from another APS agency, the employee's new salary will be set at the salary in this Agreement in the same classification which is closest to but above the salary paid in the former APS agency.
- 4.39** 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

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

INDIVIDUAL FLEXIBILITY ARRANGEMENT

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

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

4.42 The Delegate must ensure that the terms of the individual flexibility arrangement:

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

4.43 The Delegate must ensure that the individual flexibility arrangement:

- a. is in writing
- b. includes the names of the employer and the employee and
- c. is signed by the Delegate and the employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee and
- d. includes details of
 - i. the terms of this 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.

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

4.45 The Delegate or the employee may terminate the individual flexibility arrangement:

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

DEDUCTIONS OF OVERPAYMENTS

4.46 Where an employee is overpaid an amount of salary or other benefits, the overpayment will be recovered. If the overpayment exceeds 25 per cent of the employee's after tax fortnightly salary the Delegate will in consultation with the employee determine a lower amount of fortnightly deductions from the employee's pay to recover the overpayment as soon as reasonably practicable. Further information is contained in the Department's Secretary's Instructions.

PAYMENT ON DEATH

- 4.47** 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 to the employee's legal personal representative or executor of their will, of an amount to which the employee would have been entitled had they resigned or retired on that particular date. 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 *Public Governance, Performance and Accountability Act 2013*.

SALARY PACKAGING

- 4.48** All employees covered by this Agreement can access the Department's Salary Packaging Scheme. The employee's pre-sacrifice salary will be their salary for the purposes of this Agreement. Further information is contained in the guidelines published by the Department's salary packaging provider.

SALARY PROGRESSION

- 4.49** Employees (except Expeditioner employees or those in the Training Broadband) will receive an annual increase in their salary (substantive and/or acting) to the next higher pay point in their classification level as set out in Schedule 1 of this Agreement, if on September 1 each year:
- a. their performance is assessed at their annual performance review as at least fully effective (further information is contained in the Department's PDS Policy)
 - b. they are not already receiving salary at the highest pay point of their substantive and, if applicable, acting classification level(s) and
 - c. they have been receiving salary at their current pay point (substantive or acting level) for at least the immediately preceding six months.
- 4.50** Salary progression for eligible employees may occur on the first full pay period on or after 1 September each year. Further information is contained in the Department's PDS Policy.
- 4.51** Eligibility for salary progression is not affected by paid leave, by personal/carer's leave without pay for personal illness/injury, by Defence Reserve leave without pay or by work in another Commonwealth agency if the employee's supervisor in that agency provides an assessment of the employee that indicates satisfactory performance.

EMPLOYER SUPERANNUATION CONTRIBUTIONS

- 4.52** The Department will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 4.53** Where employer contributions are to an accumulation superannuation fund the employer contribution will be 15.4 per cent of fortnightly 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. the fund is unable to accept contributions for people aged over 75).
- 4.54** The Department will make superannuation contributions for employees who earn below the Superannuation Guarantee minimum payment of \$450 per month.
- 4.55** 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.

4.56 Except for employees who take unpaid parental leave (see clause 4.55) employer superannuation contributions will not be paid during periods of unpaid leave that do not count as service, unless otherwise required by law.

4.57 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.

PART 5 – ALLOWANCES AND REIMBURSEMENTS

- 5.1** All allowance amounts are listed in Schedule 2 of this Agreement. Where indicated in Schedule 2, part-time employees are only entitled to a pro rata amount of these allowances based on their part-time hours; otherwise they are entitled to the full allowance.

OVERTIME MEAL ALLOWANCE

- 5.2** An employee is entitled to a meal allowance if the employee works more than two hours overtime duty on a weekday or on a normal rostered workday or four hours continuous overtime duty on a weekend or public holiday. Where an employee works nine hours continuous overtime, they are entitled to an additional meal allowance. Overtime entitlements are contained in clauses 3.48 to 3.58.

RESTRICTION ALLOWANCES

- 5.3** An employee (excluding AAD employees for whom clauses 5.10 to 5.12 apply) may be required to be 'on restriction', which means they are contactable and available to perform extra duty outside their normal hours of work. In addition, employees may have some restrictions placed on their mobility, such as distance from work, and must be ready to work. Normal hours of work means for:
- a. a shiftworker, the employee's rostered hours of duty
 - b. an employee with fixed daily hours, those hours, excluding public holidays and the Christmas closedown
 - c. an employee who works flextime, the hours of 8.30 am to 5.00 pm Monday to Friday, excluding public holidays and the Christmas closedown.
- 5.4** An employee will be paid a restriction allowance for each hour they are required to be on restriction at the rate of 8.5 per cent of their hourly salary.
- 5.5** Salary for the purpose of calculation of restriction allowance will include additional remuneration paid for temporary re-assignment at a higher level and any allowances in the nature of salary.
- 5.6** 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. 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 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 hours.
- 5.7** Where an employee is on restriction and required to monitor and respond regularly to the radio, they will be paid overtime for the first two hours of the restriction period.
- 5.8** 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 the restriction situation.
- 5.9** Where more than one attendance or call is involved, the minimum payment provisions will not apply. An employee's overtime payment will not be greater than the amount that would have been payable 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

- 5.10** Where the relevant Manager (Delegate) determines that there is a requirement for an employee to be contactable and available to work extra duty on a regular, extensive and continuing basis, that employee 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 hours where necessary. No other allowance is payable to employees if they receive a restriction allowance under this clause. If an employee in receipt of a restriction allowance is required to attend work, overtime is payable for the portion of attendances extending beyond three hours. This allowance does not count as salary for superannuation purposes.

- 5.11** Where the employee is unavailable for restriction for more than a day the restriction allowance will cease for the period when they are unavailable.
- 5.12** In exceptional cases where the employee on restriction is unavailable another employee may be called as back-up and 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 hours.

AT SEA ALLOWANCE

- 5.13** 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.

CAMPING ALLOWANCE

- 5.14** A camping allowance is payable 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. The employee will also be reimbursed for any camping fees that are required.
- 5.15** On the day of return from camping the employee is entitled to an additional camping allowance as set out in Schedule 2 to this Agreement if they do not return to their normal locality until after 4.00 pm.

CADET ALLOWANCE

- 5.16** Cadet employees are entitled to an allowance, paid before the commencement of their course of study, and to reimbursement for all compulsory study fees.

COMMUNITY LANGUAGE ALLOWANCE

- 5.17** Where the Delegate determines that there is a need to regularly utilise an employee's particular language skills for communicating in languages other than English or utilise sign language skills, the Delegate may agree to the payment of a Community Language Allowance (CLA). The Delegate will determine the rate of CLA payable based on three levels of competence. Further information is contained in the Department's Community Language Allowance Policy.

DEPARTMENTAL LIAISON OFFICER ALLOWANCE

- 5.18** An employee who works as a Departmental Liaison Officer in the office of the Minister or Assistant Minister associated with the Department is entitled to be paid a Departmental Liaison Officer allowance.

STUDY SUPPORT

- 5.19** The Delegate may approve financial assistance in the form of a Study Bursary to an employee undertaking an approved course of study. The bursary is not payable to employees on leave without pay except if this leave is for defence reserve purposes. There are two Study Bursary rates: one for university-accredited coursework and the other for accredited coursework at a TAFE or similar institution or other vocational institution. The maximum annual amounts for each of the study bursaries are listed in Schedule 2 of this Agreement. Proportions of these annual amounts may be paid during a

12 month period based on the periods of study undertaken and on the successful completion of each period of study. Further information is contained in the Department's Study Support Scheme Policy.

- 5.20** The Delegate may approve some financial assistance to an employee before the completion of a period of study on the grounds of financial hardship or to an employee who is unable to complete coursework due to circumstances beyond their control.
- 5.21** The Department will cover fees as defined in the interpretations/definitions in Part 10 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 Support Scheme.

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

- 5.22** Employees are entitled to this allowance if they have been appointed by the Delegate to one or more of the following roles and have the appropriate training or qualifications as detailed in the relevant policies:
- a. First Aid Officer
 - b. Health and Safety Representative
 - c. Workplace Contact Officer
 - d. Emergency Warden.
- 5.23** The allowances for roles listed in clause 5.22 are not payable, unless otherwise required by legislation, when the employee is on a period of leave in excess of eight weeks or is otherwise unavailable to perform these duties for a period in excess of eight weeks.
- 5.24** Where an employee holds two or more roles listed in clause 5.22 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.

OUTDOOR WORK ALLOWANCE

- 5.25** An employee whose specified duties include regular outdoor work (including rangers and horticulturalists, but not Expeditioner employees) will receive the Outdoor Work Allowance. Further information is contained in the Department's Outdoor Work Allowance Policy. The Outdoor Work Allowance counts as salary for all purposes.
- 5.26** Receipt of the Outdoor Work Allowance does not preclude an employee from receiving an allowance for one or more of the roles listed in clause 5.22. Employees who were in receipt of the former Horticultural Allowance and First Aid Allowance in 2011 will continue to receive both the Outdoor Work Allowance and First Aid Allowance while they remain in the same workplace and retain the appropriate First Aid qualification.
- 5.27** 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. Further information is contained in the Department's Outdoor Work Allowance Policy.

HAT and BOOT ALLOWANCE

- 5.28** 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.

DIVING ALLOWANCE

- 5.29** 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.

KRILL AND MARINE AQUARIUM MAINTENANCE ALLOWANCE

- 5.30** AAD employees required, and agreeing, to attend work on weekends and public holidays to maintain the marine aquarium, live krill and algal cultures, will receive a Krill and Marine Aquarium Maintenance Allowance. 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 hours. This allowance does not count as salary for superannuation purposes.

MOTOR VEHICLE ALLOWANCE

- 5.31** 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. In these circumstances an employee may claim a motor vehicle allowance in accordance with the rates per business kilometre as specified by the Australian Taxation Office.

TRAVEL EXPENSES

- 5.32** Employees required to travel for official work purposes will have their accommodation, meals and other expenses met by the Department. Further information is contained in the Department's Travel Policy.

Administrative Changes for Travel

- 5.33** The Department will continue to improve administrative processes supporting travel arrangements. These arrangements will continue to provide reasonable standards of accommodation, meals and incidentals. Special arrangements may be necessary in remote or regional areas. All arrangements will ensure that employees are not out of pocket or disadvantaged.

OVERSEAS POSTINGS

- 5.34** Employees posted overseas will be entitled to the provisions in the Department of Foreign Affairs and Trade Whole-of-Government Overseas Conditions of Service Policy, as updated from time to time.

RELOCATION EXPENSES

- 5.35** The delegate will approve payment of an amount, or reimbursement of reasonable costs (including only some of the costs), associated with the necessary relocation of an employee and their immediate family from one locality to another upon engagement to, promotion or movement to or within, or separation from the Department. The details of what has been approved will be provided to the employee in writing. An employee's entitlement to receive a payment for relocation expenses must be outlined in their letter of offer or in writing from the Delegate prior to the relocation. A Delegate may then approve payment of reasonable costs associated with relocation from one locality to another upon engagement, promotion, movement or separation. Further information is contained in the Department's Relocation Assistance Policy.

DEPENDANT CARE REIMBURSEMENTS

Vacation Assistance

5.36 Where an employee with school-age or preschool-age children has an application for annual leave or purchased leave during school holidays cancelled for operational reasons, the employee may be eligible for school holiday or childcare assistance. The maximum amount of this assistance is listed in Schedule 2 as a per child per day rate.

Extra Dependant Care Costs

5.37 In recognition of dependant care responsibilities, the Delegate may authorise reimbursement of reasonable expenses arising from additional dependant care arrangements that 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 be on duty for additional periods outside the employee's ordinary hours of work or
- c. other special circumstances exist that the Delegate considers justify the payment of reasonable expenses arising from additional dependant care responsibilities.

5.38 Reimbursement of such expenses is subject to the employee obtaining prior approval from the Delegate.

5.39 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.

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

EYESIGHT TESTING/SPECTACLE REIMBURSEMENT

5.41 The Department will meet the full cost of one 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.

5.42 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 AND INDEMNITY

5.43 Where a Delegate determines that loss or damage to an employee's clothing or personal effects is attributable to the employee's work, the Delegate may approve reimbursement of the reasonable cost of repair, or if irreparable, the reasonable cost of replacement of the clothing or personal effects.

PART 6 – LEAVE PROVISIONS

PRINCIPLE

- 6.1** The Department is committed to a set of leave entitlements that are fair, based on mutual trust, and provide all employees with adequate rest and support during times of need.
- 6.2** The Department recognises that both individuals and organisations benefit from parental and carer's leave being accessible to all employees regardless of gender, classification, or role.
- 6.3** All references to leave entitlements in Part 6 apply to full-time employees. Leave entitlements for part-time employees will be a pro rata amount based on their part-time hours as outlined in their part-time agreement.
- 6.4** Wherever possible, prior approval for leave will be obtained and the type of leave disclosed. If an employee is absent from duty without approval, all entitlements (including pay and allowances) and other conditions provided under this Agreement (e.g. flexible working hours and flex leave) cease until the employee resumes duty or is granted leave. Such absences do not count as service for any purpose. Further information is contained in the Department's Leave Policy.

PORTABILITY OF LEAVE

- 6.5** Where an employee joins the Department on or after the commencement of this Agreement from an employer staffed under the PS Act or 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.
- 6.6** Leave transferred to the Department in accordance with clause 6.5 will be administered in accordance with this Agreement.

Recognition of Prior Service

- 6.7** Where an employee 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/carer's 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.
- 6.8** Accrued personal/carer's leave credits that are recognised will be administered in accordance with this Agreement.

ANNUAL LEAVE

- 6.9** Employees (excluding those receiving a casual loading) will accrue the equivalent of 20 days (150 hours) annual leave for each full year of service. Employees may apply to use their annual leave as it accrues.
- 6.10** The taking of annual leave is subject to the prior approval of the Delegate. Approval is not to be unreasonably withheld and, once given, is not to be unreasonably revoked. The Delegate will, regardless of operational requirements, approve at least once per calendar year, an employee's annual leave application for a period of at least five consecutive working days.
- 6.11** Employees will, wherever practicable, regularly take their annual leave and will endeavour to ensure that their accrued annual leave does not exceed two years of accrual. If an employee's annual leave credits exceed two years of accrual the employee, with the support of their Manager, must plan to reduce their leave to less than two years of accrual as soon as possible.

- 6.12** Where an employee's annual leave continues to exceed two years of accrual for three months or more the Delegate may in the absence of a plan to reduce the accrued leave direct the employee to take a period of annual leave.
- 6.13** The Delegate may grant an employee annual leave at either full or half pay, where sufficient credit is available. When annual leave is granted on half pay, annual leave credits will be deducted at half the full pay rate.

Cash-out of Annual Leave

- 6.14** There is no limit to the amount of annual leave that an employee may cash out, provided that the employee's remaining accrued entitlement to annual leave is not less than four weeks. Each cashing out of a particular amount of annual leave must be made 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 is cashing out.

Cancellation of Annual Leave or Recall to Duty

- 6.15** Where an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty, 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.

Additional Annual Leave for Shiftworkers

- 6.16** Employees who are working rostered Sunday duty are entitled to three hours and 45 minutes of additional annual leave for every Sunday worked, up to an additional five days annual leave per year. This applies only to shiftworkers on a standard roster, not to employees working overtime on Sunday.

Payment of Annual Leave Credits on Exit from APS

- 6.17** On separation from the APS an employee's payment in lieu of any remaining annual leave entitlement 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 regarded as salary for payment in lieu of annual leave where it is certified that the temporary reassignment of duties would have continued beyond the date of exit.

PURCHASED LEAVE

- 6.18** All employees (excluding those engaged on an irregular or intermittent basis, non-ongoing employees employed for less than 12 months and Cadets) are eligible to apply for purchased leave. Further information is contained in the Department's Leave Policy.

LONG SERVICE LEAVE

- 6.19** An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 6.20** The minimum period during which long service leave can be taken is seven calendar days at full pay or 14 calendar days at half pay. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.
- 6.21** 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/CARER'S LEAVE

- 6.22** Employees (excluding those receiving a casual loading) will progressively accrue the equivalent of 20 days (150 hours) personal/carer's leave for each full year of service.
- 6.23** Ongoing employees in their first 12 months of APS service can anticipate up to five days personal/carer's leave. Non-ongoing employees are eligible to anticipate an equivalent pro rata amount of personal/carer's leave. Any anticipated leave will be offset against future accruals.
- 6.24** The Delegate may approve additional anticipated leave for employees in exceptional circumstances where current personal/carer's leave credits have been exhausted.
- 6.25** Any anticipated leave will be offset against future accruals. If an employee leaves the Department before anticipated leave is offset, this will be treated as an overpayment of salary.
- 6.26** All personal/carer's leave entitlements will be recorded and deducted in hours and minutes.
- 6.27** Personal/carer's leave may be used for any period, including periods of one day or less. Employees may elect to take personal/carer's leave at half pay, in which case existing leave credits will be deducted by half of the duration of the leave taken.
- 6.28** Personal/carer's leave cannot be converted to salary and cashed out upon termination of employment.
- 6.29** Employees may take personal/carer's leave for purposes of personal illness/injury, emergency caring or support purposes, and for unexpected emergencies, including:
- attending health appointments or accompanying a member of the employee's family or household or, where agreed by the Delegate, a close friend to a health appointment
 - care of a member of the employee's family or household or, where agreed by the Delegate, a close friend who is ill or requires assistance
 - attending to urgent household matters or repairs and
 - when the employee is unable to organise alternative care for their child or their usual childcare arrangements are unexpectedly disrupted.
- 6.30** An employee must not use personal/carer's leave (as defined in clause 6.29) for purposes not included in the definition of personal/carer's leave in the FW Act (Part 2-2, Division 7, Subdivision A) if this would result in less than 10 days of the employee's annual personal/carer's leave being available for use for personal injury or illness and caring as provided for under the FW Act.

Production of Supporting Evidence

- 6.31** Employees may be granted personal/carer's leave with pay (subject to available credits) without production of supporting evidence for absences of no more than three consecutive days. This period will be extended to four days in localities that are long distances from a suitable doctor, subject to the approval of the Delegate.
- 6.32** If the number of days without supporting evidence exceeds ten days in the preceding 12-month period, the Delegate may require the employee to provide evidence for any further absences. The Delegate must inform the employee in advance of any requirement for supporting evidence for further absences.
- 6.33** A medical certificate from a registered health practitioner or provider supporting a period of absence because of personal illness or injury or for caring responsibilities will be acceptable evidence for an application for personal/carer's leave. Where it is not reasonably practicable to provide a medical certificate, a statutory declaration made by the employee may be acceptable. A statutory declaration should provide a reasonable level of detail to allow the Delegate to assess the leave application.
- 6.34** Personal/carer's leave will not be debited where an employee is medically unfit for duty on a public holiday on which the employee would have otherwise been absent.

- 6.35** Periods of unpaid personal/carer's leave will count for service for all purposes only if it has been approved for reasons of personal illness or injury based on a medical certificate(s) from a registered health practitioner or provider.

Access to Other Types of Paid Leave, While on Annual, Purchased or Long Service Leave

- 6.36** The Delegate may approve other types of leave (e.g. personal/carer's leave) for an employee during a period of their annual, purchased or long service leave subject to their eligibility and the production of satisfactory evidence. The employee's annual or purchased or long service leave will be re-credited to the extent of any other eligible leave granted in its place.

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

- 6.37** An employee will not be entitled to take paid personal/carer's leave during periods of:
- paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*
 - paid Permanent Care leave
 - paid adoption leave or
 - paid foster parent's leave.

Personal/Carer's Leave to be Taken Before Termination on Invalidity Grounds

- 6.38** An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's paid personal/carer's leave credit has expired, except as otherwise provided by legislation.

COMPASSIONATE LEAVE (INCLUDING BEREAVEMENT)

- 6.39** Employees (other than those engaged on an irregular and intermittent basis) may take three days of paid compassionate leave on each occasion when a member of the employee's family or household:
- contracts or develops an illness that poses a serious threat to their life or
 - sustains a personal injury that poses a serious threat to their life or
 - dies.
- 6.40** Employees (other than those engaged on an irregular and intermittent basis) may take three or more days of paid bereavement leave to attend a funeral, at the discretion of the Delegate.
- 6.41** 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.
- 6.42** An employee may take compassionate leave for a reason outlined in clause 6.39 as a single continuous three-day period or any separate periods to which the employee and their Manager agree.
- 6.43** An employee engaged on an irregular and intermittent basis is entitled to unpaid bereavement leave or unpaid compassionate leave in accordance with Part 2-2, Division 7, Subdivision C of the FW Act.

Crisis Leave

- 6.44** Where an employee has exhausted all other forms of appropriate paid leave, the Delegate may grant up to ten days paid leave in the event of an accident or a personal emergency of an urgent and unforeseen nature.

Jury Service Leave

- 6.45** Employees are entitled to paid leave to attend jury service as necessary on the production of satisfactory evidence.

War Service Leave

- 6.46** Employees with a war service or defence service caused injury or illness, as determined under the *Veterans' Entitlements Act 1986* or the *Military Rehabilitation and Compensation Act 2004*, are entitled to up to nine weeks of paid leave (non-accumulative) and an additional nine weeks of paid leave (at the rate of three weeks per year) for treatment of the injury or illness as advised by a medical practitioner.

UNPAID CARER'S LEAVE

- 6.47** An employee is entitled to unpaid carer's leave in accordance with Part 2-2, Division 7, Subdivision B of the FW Act.

PARENTAL LEAVE

- 6.48** Employees who have completed at least 12 months of continuous service in the APS, or for the purposes of maternity leave provided by the ML Act, service with an organisation covered by the ML Act, may be eligible for paid parental leave subject to meeting the relevant requirements set out in clauses 6.52 to 6.61.
- 6.49** Employees who have completed less than the 12 months continuous service referred to in clause 6.48 may be eligible for unpaid parental leave subject to meeting the relevant requirements set out in clause 6.63. An employee who initially takes unpaid parental leave but then completes 12 months continuous service at any time during the first 14 weeks of their parental leave, may be eligible for paid parental leave for the remaining balance of the 14 week period subject to meeting the relevant requirements set out in clauses 6.52 to 6.60.
- 6.50** All parental leave types covered by clauses 6.52 to 6.66 must be taken in a single unbroken period unless otherwise provided for under legislation or elsewhere in this Agreement.
- 6.51** All paid parental leave types will count as service for all purposes. For employees with less than 12 months continuous service in the APS, up to 14 weeks of unpaid parental leave will count as service. Any additional unpaid parental leave will not count as service for any purpose other than for superannuation as set out in clause 4.55, or unless otherwise provided by legislation.

Paid Maternity Leave

- 6.52** Eligible employees covered by the ML Act are entitled to up to 12 weeks of paid maternity leave subject to the qualifying service requirements prescribed by the ML Act and administered as described in clause 6.48. Where an employee qualifies for paid leave under the ML Act, this agreement provides an additional two weeks paid leave.

Special Maternity Leave

- 6.53** An employee with no other entitlement to leave may be entitled to a period of unpaid leave (special maternity leave) in accordance with Part 2-2, Division 5, Subdivision C of the FW Act if the employee suffers from a pregnancy-related illness or their pregnancy ends within 28 weeks of the expected date of birth of the child.

Adoption Leave, Foster Parent's Leave and Permanent Care Leave

- 6.54** Employees are eligible for paid parental leave for adoption or long term care of a child when that child:
- is under 16 years of age and
 - did not previously live with the employee for a period of six months or more as at the day of placement and
 - is not (otherwise than because of the adoption or fostering) a child or step child of the employee or the employee's partner.

- 6.55** The Delegate will grant 14 weeks full paid leave to eligible employees. Documentary evidence must be provided.
- 6.56** This leave is not gender specific. For employee couples the nominated primary carer will be eligible for 14 weeks paid leave while the other partner may utilise supporting partner leave under clause 6.61.

Adoption Leave

- 6.57** 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.
- 6.58** Consistent with the Federal Government's Closing the Gap Policy, traditional Aboriginal and Torres Strait Islander adoption practices are recognised as equivalent to formal adoption and employees will receive the same leave entitlements. This includes the Torres Strait Islander adoption Kupai Omasker practices recognised by the Family Court of Australia.

Foster Parent's Leave

- 6.59** Foster Parent's leave will be approved for the purposes of assuming long-term responsibility arising from the placement of a child in a 'fostering' arrangement by a person/organisation with statutory responsibility for the placement of the child.

Permanent Care Order Leave

- 6.60** Permanent Care leave will be approved for the purposes of caring for a child under a formal Permanent Care Order (PCO), long term care order or similarly termed order. Permanent Care leave will only be approved for new PCOs where the child has not previously lived with the employee (e.g. under a foster care arrangement or on a Permanent Care basis). If more than one 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).

Supporting Partner Leave

- 6.61** The Delegate will grant ten days paid leave or 20 days leave at half pay to employees (on production of satisfactory evidence) within 12 months following the birth of (or adoption of, or assumption of responsibility by Permanent Care order or fostering) a child. This provision is not applicable to employees who have utilised maternity, adoption, foster parents or Permanent Care Order leave for the same child.

Half Pay Parental Leave

- 6.62** Employees have the option to spread the payment for all paid parental leave types up to double the number of weeks at a rate of half the normal salary for the employee. When payment is spread at half pay, any period beyond the first 14 weeks does not count for service, other than for superannuation as set out in clause 4.55.

Unpaid Parental Leave

- 6.63** An 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 foster caring or

- d. the placement of a child with the employee under a permanent care order or
- e. the traditional adoption of a child by an Aboriginal or Torres Strait Islander employee and
- f. the employee has or will have a responsibility for the care of the child.

6.64 Unpaid parental leave may be taken in conjunction with long service leave and/or annual leave.

Extending unpaid leave

6.65 On ending the initial 12 months of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 12 months. The second period of unpaid leave is to commence immediately following the initial 12 months leave period.

6.66 A request made by a member of an employee couple (as defined in the FW Act) 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.

6.67 The requests referred to in clauses 6.65 and 6.66 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.

Return to Work from any type of Parental Leave

6.68 On ending any form of parental leave an employee is entitled to the return-to-work guarantee provided by section 84 of the FW Act.

DEFENCE RESERVE LEAVE

6.69 An employee may be granted leave (with or without pay) to enable them to fulfil Australian Defence Force (ADF) Reserve, Continuous Full Time Service (CFTS) or Cadet Force obligations. Note: The *Defence Reserve Service (Protection) Act 2001* requires the Department to release an employee who is a Defence Reservist to undertake defence service and training.

6.70 An employee is entitled to leave with pay for up to four weeks each financial year, and an additional two weeks paid leave in the first year of ADF Reserve service, for the purpose of fulfilling ADF Reserve service obligations.

6.71 With the exception of the additional two weeks in the first year of service, paid leave referred to in clause 6.70 can be accumulated and taken over a period of two years.

6.72 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave for 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 Australian Air Force Cadets.

6.73 Eligible employees may also apply for annual leave, long service leave, unlimited leave without pay or top-up pay or they may use flextime or make up time, for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations. Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.

6.74 Defence Reserve leave, except unpaid leave to undertake CFTS, counts as service for all purposes. Unpaid leave for CFTS counts as service for all purposes except for annual leave accrual when the period(s) of leave without pay exceed six months.

EMERGENCY SERVICES LEAVE

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

COMMUNITY SERVICE LEAVE

- 6.76** Employees are entitled to leave without pay to participate in eligible community services in accordance with Division 8 of Part 2-2 of Chapter 2 of the FW Act.
- 6.77** The Delegate may grant a reasonable amount of leave without pay to undertake other community volunteering for organisations registered with Volunteering Australia, subject to the operational requirements of the employee's workplace.

NAIDOC Ceremonies

- 6.78** Employees are entitled to up to one day of paid leave per calendar year to attend National Aborigines and Islanders Day Observance Committee (NAIDOC) ceremonies.

ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYEES' CEREMONIAL LEAVE

- 6.79** The Department is committed to the employment of Aboriginal and Torres Strait Islander people, particularly in the jointly managed national parks, and recognises the traditional rights, roles and obligations of Aboriginal and Torres Strait Islander employees.
- 6.80** 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 for this purpose in any calendar year is five days.
- 6.81** Aboriginal and Torres Strait Islander Employees' ceremonial leave is subject to their Manager's approval. Employees must notify their Manager of their intention to be absent and, where possible, the anticipated length of absence.
- 6.82** Employees may also access purchased, annual and flex leave for ceremonial purposes.
- 6.83** Aboriginal and Torres Strait Islander employees attending non-Department-sponsored NAIDOC activities are eligible to apply for ceremonial leave and/or leave for NAIDOC ceremonies under clause 6.78.
- 6.84** In jointly managed national parks, Aboriginal and Torres Strait Islander employees may participate in NAIDOC ceremonies in their communities as part of their normal working duties, subject to operational demands.

CULTURAL, CEREMONIAL OR RELIGIOUS OBLIGATIONS

- 6.85** The Delegate may authorise up to two days of paid leave per annum for employees who apply for leave to participate in cultural or ceremonial activities or to meet religious obligations, including observance of religious holidays that are not formally designated as public holidays in the Agreement. An employee may also request the substitution of a public holiday for these purposes as provided by clause 3.38 of this Agreement.

STUDY LEAVE

- 6.86** Employees undertaking approved external studies, distance education and/or 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 6 month period in which approved study is undertaken.

6.87 Employees undertaking approved studies on the campus of a tertiary institution (i.e. not those covered in clause 6.86 of this Agreement) may apply for up to 150 hours of leave with pay for each 12 month period in which approved study is undertaken (subject to discussions with the Manager), to travel to and from and attend approved study activities. Further information is contained in the Department's Study Support Scheme Policy.

6.88 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 unless required by relevant legislation.

INDIGENOUS STUDY SUPPORT

6.89 Aboriginal and Torres Strait Islander employees may apply for up to 300 hours leave for each 12 month period in which the approved study activities are undertaken. Further information is contained in the Department's Study Support Scheme Policy.

OTHER LEAVE (WITH AND WITHOUT PAY)

6.90 Other leave with pay (for short periods only) or without pay may be approved by the Delegate for purposes not provided for elsewhere in this Agreement. Leave without pay may be granted for a maximum period of 12 months. Periods of leave without pay for periods longer than 12 months will be considered in exceptional circumstances. Further information is contained in the Department's Leave Policy.

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

PART 7 – WORKFORCE MANAGEMENT

EMPLOYEE ASSISTANCE PROGRAM

- 7.1** The Department will provide employees and their Family Members with access to a confidential, professional counselling service.

PROBATION

- 7.2** Probation may be imposed on the engagement of an employee, in accordance with section 22 of the PS Act. The probation period is generally six months but the Delegate may set an alternative period of probation where reasonable, having regard to the nature and circumstances of employment. Further information is contained in the Department's Probation Policy.

MANAGING PERFORMANCE

- 7.3** All employees covered by this Agreement (other than Expeditioner employees who are subject to clauses 9.33 to 9.34, employees on irregular and intermittent contracts and non-ongoing employees on contracts of less than three months) are required to participate in the Department's Performance and Development Scheme (PDS). The scheme aims to provide each employee with regular opportunities to discuss with their Manager performance expectations and the extent to which expectations have been met. It also enables employees to discuss with their Manager their development needs for both their current responsibilities and broader career development. Further information is contained in the Department's PDS Policy.
- 7.4** Employees are expected, as a minimum, to maintain a satisfactory standard of performance consistent with their performance agreement. Where a Manager believes that an employee's work performance is unsatisfactory the Manager will work with the employee to address the causes of the unsatisfactory performance. Where the employee's performance does not improve to a satisfactory level the Manager may initiate formal underperformance management procedures. Further information is contained in the Department's Strengthening Performance Policy.
- 7.5** The Department's formal underperformance procedures are designed to:
- a. restore the employee's performance to a satisfactory standard in a timely way
 - b. have regard to the individual circumstances of the employee, including any health issues
 - c. ensure natural justice and procedural fairness
 - d. respond to any learning and development needs where appropriate and
 - e. ensure performance expectations, measures and standards are clearly defined.

TEMPORARY REASSIGNMENT OF DUTIES AT A HIGHER LEVEL

- 7.6** Where the Delegate decides to temporarily fill a vacancy for a period of five or more working days, remuneration will be paid at the higher classification for the entire period of temporary reassignment of duties if the vacancy is at a higher classification than the employee's substantive classification.
- 7.7** The additional remuneration for employees acting at a higher classification level will normally be equivalent to the difference between the employee's salary at their substantive classification and the minimum pay point of the higher classification. The Delegate may determine that a higher level of additional remuneration is warranted having regard to the experience, qualifications and skills of the employee or that a lower level of additional remuneration is appropriate where an employee is not required to perform all the duties of the job at the higher classification.

- 7.8** Any additional remuneration will be paid during periods of leave or for a public holiday where the Delegate determines that the employee would have continued on temporary reassignment of duties but for the leave or the public holiday.
- 7.9** Where a temporary reassignment period is extended (and the extended period adjoins the initial period), both periods will be regarded as one period.

Temporary Reassignment to SES Duties

- 7.10** Where a non-SES employee is temporarily assigned duties at the SES level or equivalent for a period of five or more working days, the employee will be remunerated at the base rate of the SES Band 1 salary range. The Delegate may determine a higher level of additional remuneration 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.

TEMPORARY REASSIGNMENT OF DUTIES AT A LOWER LEVEL

- 7.11** If an employee submits a written request to be temporarily reassigned the duties of a classification lower than their substantive classification, the Delegate may agree to the request and reduce the employee's salary rate for a specified period and will provide their decision in writing.
- 7.12** The Delegate will give consideration to the Department's operational requirements and the employee's reasons for requesting the temporary reassignment, including personal circumstances.

REDEPLOYMENT AND REDUNDANCY

- 7.13** 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 or specified task or on an irregular or intermittent basis.
- 7.14** When the Delegate is aware that an employee is likely to become excess, the Delegate will advise them of the situation at the earliest practicable time.
- 7.15** The employee at any time 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.
- 7.16** The Delegate will advise employees who are formally declared as 'excess to requirements', as soon as practicable.
- 7.17** Where an employee becomes excess or potentially excess the Delegate will discuss possible options with them. Potentially excess employees may be placed on a local priority placement register. Excess employees will be placed on a local priority placement register and may request to 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 they will be reassigned to the duties of the vacant position.
- 7.18** 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.
- 7.19** Employees who have been declared excess or have been formally advised that they are potentially excess will be assisted to explore redeployment options.
- 7.20** 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.

- 7.21** The Delegate may facilitate swaps at the 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 considered for voluntary redundancy.

Accelerated Separation Arrangements

- 7.22** The Delegate 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 to accept voluntary redundancy and whose employment comes to an end 14 days after their acceptance, an amount of ten weeks salary (or 11 weeks salary for an employee over 45 years old with at least five years continuous service). The payments made under this clause are inclusive of any statutory entitlement to payment in lieu of notice.
- 7.23** This option is available to employees who exit from the Department prior to the commencement of any formal consultation with employees and, if they choose, their nominated representatives.
- 7.24** Where an employee has elected not to accept an offer under this option, the standard redundancy provisions of this Agreement, starting at clause 7.25, will then apply.

Voluntary Redundancy

- 7.25** Where the Delegate invites an excess employee to elect for voluntary redundancy, the employee will have one month in which to make an election.
- 7.26** Within two weeks of the beginning of the month referred to in clause 7.25, an employee invited to elect for voluntary redundancy will be given information on the following:
- amount of severance pay, pay in lieu of notice and paid-up leave credits
 - options available to the employee concerning superannuation
 - taxation rules applying to the various payments and
 - amount available to assist the employee to seek financial advice.

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

- 7.27** 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 7.25, unless the employee chooses to waive the remainder of the period.
- 7.28** Financial assistance will be provided (up to a maximum of \$600) for financial advice.
- 7.29** Only one opportunity to elect for voluntary redundancy will be provided to an excess employee.

Period of Notice

- 7.30** If the employee elects for voluntary redundancy, the Delegate may terminate the employee's employment under section 29 of the PS Act. The Delegate will give four weeks' notice (or five weeks notice for an employee over 45 with at least five years of continuous service).
- 7.31** Where 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 FW Act for the unexpired portion of the notice period as described in clause 7.30.

Redundancy Pay

- 7.32** An employee who elects for voluntary redundancy with a redundancy benefit and whose employment is terminated by the Delegate under section 29 of the PS Act on the grounds that the employee 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 NES.

7.33 The minimum sum payable will be four weeks salary and the maximum will be 48 weeks salary.

7.34 The redundancy benefit will be calculated on a pro rata basis for any period when an employee has worked part-time hours during their period of service and 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

7.35 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 Force and
- e. service in another agency, where such service is recognised for long service leave purposes and the employee was moved from the APS to that agency with a transfer of function or, having been engaged by that agency on work within a function, the employee was appointed as a result of the transfer of that function to the APS.

7.36 For earlier periods of service to count for severance pay purposes those periods must not have been recognised for a previous severance payment and there must have been no breaks between the periods of service, except where:

- a. the break in service was for less than one 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 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*.

7.37 Absences from work that do not count as service for long service leave purposes will not count as service for severance pay purposes.

Rate of Redundancy Payment

7.38 For the purpose of calculating any payment under clauses 7.32 to 7.37, salary will exclude allowances that are reimbursements for expenses incurred or living allowances such as the Remote Locality Allowance, but will include:

- a. the employee's salary at their substantive classification level or
- b. for the purposes of long service leave in lieu, annual leave and severance, the salary of a higher work value level at which the employee has been working 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 that are paid during periods of annual leave and on a regular basis.

RETENTION PERIODS

7.39 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 if the employee has 20 or more years of service or is over 45 years old or
- b. 30 weeks for all other employees.

7.40 If an employee is entitled to a redundancy payment under the NES the retention period at clause 7.39 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

7.41 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 month after the day on which the Delegate invites the employee to elect for voluntary redundancy under clause 7.25.

7.42 The retention period will be extended by any periods of certified personal/carer's leave for purposes of personal illness/injury taken during the retention period.

Employer Responsibilities

7.43 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 \$5,000 for career transition support to be approved by the Delegate and
- b. may, with four 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

7.44 During the retention period the employee will:

- a. take reasonable steps to find alternative employment and
- b. actively participate in learning and development activities, trial placements or other agreed arrangements to assist in obtaining a permanent placement.

Assistance for Reasonable Incurred Expenses

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

7.46 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 as determined by the Delegate.

RETENTION PERIOD – EARLY TERMINATION

7.47 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 are 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 PS Act and
- b. upon termination, the employee will be paid a lump sum comprising
 - i. payment for the balance of the retention period (as shortened for the NES under clause 7.40), which will be taken to include the payment in lieu of notice of termination of employment and
 - ii. the employee's NES entitlement to redundancy pay.

INVOLUNTARY TERMINATION OF EMPLOYMENT

- 7.48** Subject to clauses 7.49 to 7.50, the Delegate will, under section 29 of the PS Act, involuntarily terminate the employment of an excess employee at the end of the retention period.
- 7.49** 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 if the employee has elected to have their employment terminated but the Delegate has refused to approve it.
- 7.50** An excess employee will not have their employment terminated involuntarily without being given four weeks' notice (or five weeks' notice for an employee over 45 with at least five years of continuous service) of termination of employment, or payment in lieu of notice. These periods of notice will, as far as practicable, be concurrent with the retention periods. The Department will provide notice of termination of employment to each excess employee.

TERMINATION OF NON-ONGOING EMPLOYMENT

- 7.51** Clauses 7.52 to 7.53 apply to non-ongoing employees, other than Expeditioner employees.
- 7.52** Non-ongoing employment may be terminated for reasons other than misconduct, including (but not limited to) 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.
- 7.53** 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 7.53.1. Such payment will be considered to include payment in lieu of any required period of notice under section 117 of the FW Act, subject to payment meeting the minimum notice requirements of that Act.

TABLE 7.53.1

Period of Service Forgone	Payment
Not more than 6 months	1 week (plus 1 additional week if the employee is aged over 45 with at least 5 years continuous service)
More than 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

- 7.54** 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, if these conditions are included in their employment contract or notice of engagement.

TERMINATION FOR MISCONDUCT

- 7.55** 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 FW Act, subject to compliance with the procedures established by the Secretary under section 15 of the PS Act for determining whether an employee has breached the Code of Conduct.

RESIGNATION OR RETIREMENT

- 7.56** An employee will, where practicable, give a minimum of two weeks notice of their intention to resign or retire from the APS, except where a lesser period is agreed between the employee and the Delegate.

PART 8 – REMOTE SUPPORT

REMOTE LOCALITIES ASSISTANCE

- 8.1** The Department recognises that employees 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 employees will receive such assistance in line with the provisions of this Agreement. If work is required to be performed in a remote location or unique circumstances arise that are not considered in this Agreement, the Delegate will determine appropriate allowances to be applied in accordance with this principle.
- 8.2** Employees stationed in the Department's remote localities listed in Table 8.2.1 are eligible to receive assistance in the form of:
- an annual Remote Localities Allowance (RLA) paid fortnightly at the rates specified for each locality as set out in Schedule 2, which includes higher rates for employees with eligible Dependants, in accordance with the provisions of clauses 8.3 to 8.7
 - additional leave as outlined in Table 8.2.1 and
 - Leave Fares Assistance (LFA) in accordance with clause 8.3 and clauses 8.15 to 8.18.

TABLE 8.2.1

Location	Additional Annual Leave Per Annum
Norfolk Island	3 days
Kakadu/ Jabiru	7 days
Christmas Island	7 days
Uluru – Kata Tjuta	7 days
Cocos (Keeling) Islands	7 days

- 8.3** For the purposes of the RLA rates, LFA (clauses 8.15 to 8.18) and reunion fares for Darwin (clauses 8.19 to 8.21), an eligible Dependant is a Dependant (as defined in Part 10) who also:
- has ordinarily resided with the employee for the previous 12 months and
 - receives an income, if any, less than the national minimum wage.
- 8.4** RLA does not count as salary for superannuation, long service leave in lieu or severance payment purposes.
- 8.5** An employee with a Spouse/Partner who is also an employee of an APS agency and is entitled to RLA will be regarded as an employee without Dependants for the calculation of the allowance.

Payment of RLA during Periods of Leave

- 8.6** The RLA will be paid during periods of personal/carer's leave, annual leave, long service 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 RLA for a Temporary Period

- 8.7** An employee may be paid RLA while temporarily stationed in a locality that would normally attract the payment of RLA, if the Delegate considers this appropriate. In these circumstances RLA is generally

payable after the first 21 days. Further information is contained in the Department's Travel Policy and the Department's Relocation Assistance Policy.

Former Remote Localities

- 8.8** Only employees who were employed at the Department's former remote localities (as outlined in Table 8.8.1) will remain eligible, while they continue to work at those localities, to receive RLA as outlined in Schedule 2, Table 8.8.1 and in accordance with the provisions of clauses 8.3 to 8.7 of this Agreement.

TABLE 8.8.1

Location	Date of eligibility	Extra Annual Leave per annum	Leave Fares Assistance
Darwin	10 August 2006	5 days	Annual
Booderee	1 July 2004	N/A	N/A

- 8.9** The provisions outlined in clause 8.8 and in Table 8.8.1 do not apply to employees engaged, promoted or moved to the locations in Table 8.8.1 after the date provided for in Table 8.8.1. The only exception is that employees who commenced in Darwin after this date will be provided with five days additional annual leave per year.

Education Allowance

- 8.10** Where an employee relocated to a remote locality has dependent children attending secondary school they may be entitled to an education costs allowance if the dependent child does not move with them to the remote locality. Further information is contained in the Department's Relocation Assistance Policy.

Norfolk Island Education Assistance

- 8.11** Where an employee is temporarily residing on Norfolk Island and has 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 reimbursement of these fees.

Medical and Dental Costs – Visits to Norfolk Island

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

Employee Housing

- 8.13** Employees may, as determined by the Delegate, be provided with a reasonable level of housing assistance where they work in a remote locality where private housing is not available or reasonably affordable. Further information is contained in the Department's Employee Housing Policy.

Air Conditioning Subsidy

- 8.14** Employees who reside at Kakadu/Jabiru will be paid an air conditioning subsidy for the period 1 September to 30 April each year as set out in Table 8.14.1:

TABLE 8.14.1

Number of Air Conditioners	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

LEAVE FARES ASSISTANCE

- 8.15** Employees working in a remote locality for a continuous period of 12 months or more will be entitled to receive LFA on an annual basis for themselves and their eligible Dependants who meet the conditions of clause 8.3. The rates of LFA for each locality are specified in Schedule 2. LFA is not payable in respect of a child under two years of age.
- 8.16** An employee's LFA entitlement will become available 12 months after their commencement in the remote locality and annually thereafter while the employee continues to work in a remote locality as listed in Table 8.2.1.
- 8.17** LFA is payable only when an eligible employee takes at least five days annual leave away from the remote locality. The Christmas shut-down period will count towards the required five days of annual leave.
- 8.18** Employees who cease employment with the Department after working in a remote locality for a continuous period of 12 months will be paid out for any unused LFA they became entitled to over the last 24 months. In exceptional circumstances, the Delegate may agree to pay out such an employee for any unused LFA they became entitled to over a period greater than the last 24 months.

Reunion Fares for New Recruits to Darwin

- 8.19** Ongoing employees engaged, moved, assigned or promoted to Darwin from another Australian locality will be entitled to annual reunion fares assistance (RFA) for themselves and their eligible Dependants who meet the conditions of clause 8.3. This provision does not apply to employees who would be eligible for LFA as per clause 8.8 or clauses 8.15 to 8.18 for the same period.
- 8.20** An employee's RFA entitlement will accrue 12 months after their commencement in Darwin and annually thereafter while the employee continues to work in Darwin, and will be payable when the employee takes annual leave to return to the State or Territory from which they were recruited.
- 8.21** The rates of RFA for each State and Territory are specified in Schedule 2. No RFA is payable in respect of a child under two years of age.

Medical or Dental Treatment – Reimbursement of Transport Costs

- 8.22** Employees working in a remote locality will be entitled to reimbursement of reasonable travel costs, as determined by the Delegate, for medical or dental treatment where:
- it is immediately necessary for the employee or a Dependant of the employee to travel from the remote locality for medical, dental or specialist treatment because the relevant service is unavailable at the remote locality and
 - a qualified medical practitioner, dentist or medical specialist certifies the immediate necessity and essential nature of this treatment.

- 8.23** If the employee or their Dependant accesses similar payments or services provided under provisions of another government subsidy or by another APS agency, the amount of assistance provided by the Department will be reduced by the amount received by the employee accessing the assistance.

Emergency or Compassionate Travel – Reimbursement of Transport Costs

8.24 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 in other crisis situations approved as such by the Delegate)

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 or her death). However, if that locality is in another country, the Delegate will authorise reimbursement of the reasonable cost of travel to the closest Australian capital city international airport that has reasonable flight connections to that locality.

Reunion Travel for School Children

- 8.25** Where a dependent child of an ongoing employee stationed in a remote locality listed in Table 8.2.1 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, 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 where the employee is stationed and the locality where the child is receiving education. Travel should normally be booked through the Department's travel management provider.

- 8.26** Where it is not possible to book travel through the 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.

- 8.27** Reunion travel will be limited to three return fares per dependent child during a school year. The Delegate may approve an additional reunion visit if:

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

- 8.28** 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 8.15 – 8.18.

Correspondence School Travel Assistance

- 8.29** Where a dependent child of an ongoing employee stationed in a remote locality 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 Travel Leave for Christmas Island and Cocos (Keeling) Islands Employees

8.30 The Delegate may grant up to an additional five days paid leave per calendar year to employees on Christmas Island and Cocos (Keeling) Islands. This leave may be taken in the following circumstances:

- a. for travel time when employees are required to travel for medical, specialist, dental, emergency or compassionate reasons using personal/carer's leave and/or
- b. where a scheduled flight they are booked to travel on during 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 Annual Leave for Annual Medical Examinations

8.31 Employees who return from annual leave having had an annual medical examination will be re-credited one day of annual leave and have one day of personal/carer's leave subsequently deducted from their leave balance. Employees will be required to produce supporting evidence (e.g. a medical certificate) to claim this entitlement.

PART 9 – ANTARCTIC DUTY PROVISIONS

- 9.1** All employees required to participate in Periods of Antarctic Duty will be subject to the conditions of Part 9 of this Agreement. Where a distinction needs to be made, employees on Antarctic duty are referred to as either:
- Expeditioner employees: those whose work is predominantly performed in Antarctica and who are identified as such by the Delegate or
 - Head Office employees: those whose work is predominantly performed in Head Office but who are required to undertake a Period of Antarctic Duty as part of their role.
- 9.2** Head Office employees will be considered to be Expeditioner employees if they have applied for the Expeditioner employee role and it is not deemed to be part of their normal Head Office duties. A Head Office employee undertaking duties as an Expeditioner employee will be paid at the relevant salary rate, except for in the circumstances outlined in clause 9.3.
- 9.3** Where a Head Office employee is requested by the Delegate to undertake duties as an Expeditioner employee at a lower pay level, they will continue to be paid at their Head Office rate of salary.
- 9.4** Employees who are undertaking a Period of Antarctic Duty at the commencement of this Agreement will not receive a reduction in any of their terms and conditions (as a result of changes to conditions in this Agreement) for the duration of that Period of Antarctic Duty.

Expeditioner Employees Classifications

- 9.5** The classifications applicable to Expeditioner employees are detailed in Schedule 4 of this Agreement.
- 9.6** Expeditioner Antarctic Medical Practitioner (EAMP) employees will be engaged at a specific classification level depending on the qualifications and experience that they have attained, as determined by the Delegate. Further information is contained in the Department's Antarctic Medical Practitioners Classification Policy.

Working Hours

- 9.7** The requirements of Antarctic duty vary such that employees are regularly required to work additional hours beyond an average 37 hours and 30 minutes per week. The additional hours required will be reasonable, as determined in accordance with section 62(3) of the FW Act.
- 9.8** Extended hours of work are required for a variety of reasons in addition to the work demands associated with the employee's primary responsibility while 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 by other benefits.
- 9.9** Station, voyage and field leadership teams are responsible for the management of working hours in accordance with sound workplace health and safety practices including fatigue management.

Training in Support of Antarctic Duty

- 9.10** It is mandatory for all employees to participate, and be assessed as competent, in nominated training activities and courses conducted or coordinated by the Department during the pre-departure period, in support of their Period of Antarctic Duty. This training includes (but is not limited to) safety and survival and nominated trade, professional or community training.

Marine Science Participation

- 9.11** Employees will not be required to participate in voyages or undertake duty requiring diving in Antarctica in more than two seasons out of three consecutive seasons.

- 9.12** Employees will not be required to participate for more than 180 days in combined duty at sea and diving duty, over three 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.
- 9.13** Voyages of five days or less are excluded from calculations for clause 9.12 and will not be considered as Periods of Antarctic Duty. Employees who are not entitled to overtime payments for these voyages will instead receive Antarctic Duty Allowances in accordance with the relevant clauses.

ANTARCTIC DUTY ALLOWANCES

- 9.14** 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 9.16 to 9.28 and as set out in Schedule 2.
- 9.15** Rates of payment of Antarctic Duty Allowances will be as per Schedule 2 of this Agreement, per annum, pro rata.

Allowance in Lieu of Overtime

- 9.16** 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 that might, in other situations, be compensated by overtime, penalty, shift, roster, call-out, restriction, supplementary leave loading or other like payments.

Common Duties Allowance

- 9.17** 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 duties necessary for the community life of the Expedition; such duties are unrelated to the primary duties.

Antarctic Allowance

- 9.18** 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 that 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.

Loading on Antarctic Duty Allowances

- 9.19** Where, at the direction of the Delegate, an employee is required to work in the circumstances detailed in clause 9.20 for at least seven consecutive days, an additional loading of 40 per cent of the Antarctic Duty Allowances being received will be paid.
- 9.20** Clause 9.19 will apply in the following circumstances:
- a. working at Wilkins Aerodrome or
 - b. working in a 'deep field' situation (e.g. an ice drilling program or traverse) or
 - c. performing rostered Marine Science Technical Support duty at sea for a minimum of 10 hours per day exclusive of meal breaks.

Basis of Calculation

9.21 Antarctic Duty Allowances will be paid fortnightly, with salary, from the Day of Embarkation until the Day of Disembarkation, using the formula:

$$\text{Fortnightly rate} = \text{annual allowance rate} \times 12 / 313.$$

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

OTHER ANTARCTIC ALLOWANCES

Wintering Expeditioner Employees

9.23 Employees whose expected Period of Antarctic Duty includes midwinter's day (21 June) will be paid a Wintering Allowance for their entire Period of Antarctic Duty. Payment of the allowance is in recognition of the additional responsibilities carried by wintering employees in supporting the community through involvement in other essential roles that 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 that are not generally undertaken by non-wintering employees. Payment of the allowance will be as per Schedule 2 of this Agreement, per annum, pro rata.

Returning Expeditioner Employees

9.24 Subject to clauses 9.25 to 9.27, 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.

9.25 The annual amount of the allowance will be determined by the previous number of eligible seasons of employment as an Expeditioner employee, as set out in Schedule 2 of this Agreement.

9.26 For the purposes of this allowance:

- a. an eligible season is an Antarctic season (October to October) during which the employee completed one or more eligible periods of duty and
- b. an eligible period of duty is a minimum six-week continuous Period of Antarctic Duty.

9.27 Eligible seasons will only count towards receipt of the allowance when the end of the most recent eligible period of duty is within a three-year period of the commencement of the current Period of Antarctic Duty.

Higher Rate of Salary for Returning Expeditioner Employees

9.28 The Delegate may offer a returning Expeditioner employee a salary at the next higher pay point in their classification (Schedule 4 refers) to the pay point they received in their last Period of Antarctic Duty if they are

- a. re-engaged within a 3 year period of the completion of their previous Period of Antarctic Duty
- b. re-engaged in the same role as they were engaged in previously
- c. had not already received the highest pay point in their classification for their last Period of Antarctic Duty and
- d. had performed better than satisfactorily during their last Period of Antarctic Duty.

ADDITIONAL RESPONSIBILITIES ALLOWANCE

9.29 Where the Delegate assigns to an employee one or more of the following roles:

- a. Deputy Station Leader

- b. Deputy Field Leader of a remote field group where the Field Leader reports directly to the Operations Manager (AAD)
- c. Boat Master – Macquarie Island
- d. Search and Rescue Leader
- e. Fire Chief

the employee will be paid an allowance in accordance with Schedule 2 of this Agreement, per annum, pro rata for the period of performance of that role.

Public Holidays

9.30 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 clause 3.36 of this Agreement. The station/field/voyage leader and affected employees will agree on another day being substituted if an employee is required to work on a public holiday.

Superannuation

9.31 The applicable salary rate is considered to be salary for superannuation purposes. Allowances specified at clauses 9.16 to 9.19, 9.23, 9.24 and 9.29 will be considered to be salary for superannuation purposes, subject to the rules of the applicable superannuation scheme and prevailing legislation.

Deductions from Pay

9.32 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.

MANAGING PERFORMANCE

Performance Appraisal

9.33 All employees who undertake Antarctic duty for a period of six weeks or more, or who are participating in a voyage in either a voyage support role or Marine Science Technical Support capacity, must participate in the Expeditioner Performance Appraisal Scheme (EPAS).

9.34 The EPAS uses the Antarctic Service Code of Personal Behaviour (the Antarctic Service Code) as the basis for assessment of performance. It is designed to facilitate objective recording of the behaviours exhibited by employees during Expedition participation.

Conduct and Behaviour

9.35 All employees participating in an Expedition must comply, and encourage compliance by others, with the APS Code of Conduct and the Antarctic Service Code.

9.36 All employees on Antarctic duty must comply with the general standard of behaviour that is recognised as reasonable by the wider Australian community and must meet the additional standards of behaviour outlined in the Antarctic Service Code.

9.37 The Antarctic Service Code is not intended to be specific or exhaustive on issues of personal behaviour. The absence of an issue from the Antarctic Service Code does not mean that a certain act or omission is acceptable. The Antarctic Service Code outlines broad standards of behaviour that serve as a guide to acceptable and unacceptable behaviour on Antarctic service.

9.38 An employee may, during Pre-departure Preparation and Training or a Period of Antarctic Duty, be withdrawn by the Delegate from further participation in that Period of Antarctic Duty for reasons of

misconduct. Further information is contained in the Department's Antarctic Duty Conduct and Behaviour Policy.

Withdrawal from Antarctic Duty – Reasons other than Misconduct

9.39 An employee may, during Pre-departure Preparation and Training or a Period of Antarctic Duty, be withdrawn by the Delegate from further or expected participation, for reasons other than misconduct.

This may occur where:

- a. the employee has been unable to adapt to the work or social conditions at the Department or in Antarctica
- b. the employee has failed to meet the Department's expectations for training and preparation for a Period of Antarctic Duty
- c. the employee is no longer operationally required by the Department
- d. continued participation by the employee would be likely to increase the risk of an unproductive environment in the workplace or negatively affect the interaction between other members of the Expedition or
- e. medical and/or adaptability conditions develop or become apparent after the commencement of employment.

Termination of Expeditioner Employment – Reasons other than Misconduct

9.40 Non-ongoing Expeditioner employees who are withdrawn from further participation for reasons other than misconduct may have their employment terminated on a date determined by the Delegate. That date will be no earlier than their date of disembarkation.

9.41 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 7.53.1. Antarctic Duty Allowance will be included if the employee was receiving that allowance prior to withdrawal. Such payment will be considered to include payment in lieu of any required period of notice under section 117 of the FW Act, subject to meeting the minimum notice requirements of that Act.

9.42 Expeditioner employees withdrawn from further participation for reasons other than misconduct will retain (where applicable) eligibility for relocation, and for removal of their personal effects, to their place of recruitment.

LEAVE AND ADDITIONAL TIME OFF

Personal/Carer's Leave

9.43 Expeditioner employees may access personal/carers leave in accordance with Part 6 of this Agreement while in Australia. While in Antarctica, Expeditioner employees may take personal/carers leave if they are ill or injured (medical certification may be required) with no loss of pay or reduction in their personal/carers leave credits.

Annual Leave

9.44 Annual leave will not be granted during a period of Antarctic duty, due to operational requirements associated with living and working in Antarctica.

9.45 On ceasing employment, Expeditioner employees will be paid out for any remaining accrued annual leave entitlement. The Antarctic Duty Allowances and Wintering Allowance are not payable in respect of any period of annual leave taken or paid in lieu.

9.46 Head office employees will accrue additional annual leave for a period of Antarctic duty. This additional annual leave will be calculated as follows:

Additional annual leave in hours = (A x 37.5 x 4)/number of days in a calendar year
(where 'A' represents the number of days in a period of Antarctic duty).

Pre-Departure Leave

9.47 The Delegate may grant up to five weekdays for the purpose of pre-departure leave to Expeditioner employees, subject to operational requirements. The Delegate may extend this period for operational reasons.

Recuperation Leave

9.48 At the direction of the Delegate some employees may be required to work extended or prolonged hours away from station during a Period of Antarctic Duty (e.g. working at Wilkins Aerodrome or on a drilling program, marine science, or traverse). Employees will be eligible for recuperation leave if they are required to perform eligible duty. For the purpose of recuperation leave and additional time off, eligible duty is duty performed:

- a. seven days per week
- b. on average a minimum of ten hours per day
- c. for a minimum of seven consecutive days and
- d. in one or more of the following locations/situations
 - i. Wilkins Aerodrome
 - ii. deep field
 - iii. marine science activity and/or
 - iv. other situations as determined by the Delegate.

9.49 Where an employee working at Wilkins Aerodrome or a deep field camp moves to a station for a period of less than one week, this will not break continuity for the purposes of clause 9.48.

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

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

9.52 Managers 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.

9.53 Time off for recuperative purposes must be taken as time off from duty. It cannot be converted to payment or added to annual leave or other forms of leave.

9.54 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

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

9.56 Additional time off is to be taken at the earliest practical opportunity by agreement between the employee and their Manager. In the case of a field Expedition, an employee may take additional time off while on station.

- 9.57** Additional time off must be taken within three months of the employee's return to Australia; otherwise the employee's entitlement to additional time off will be lost.
- 9.58** Where employment contracts are due to be completed earlier than three 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.

COVERAGE OF MISCELLANEOUS EXPENSES

- 9.59** As determined by the Delegate, the Department will cover a range of reasonable expenses for employees associated with their undertaking a period of Antarctic duty. The expenses covered may include those associated with travel, accommodation, meals, transport and storage of personal and household effects, storage of a motor vehicle, training and protective clothing and equipment. The Department will also provide a range of amenities including access to communication services for employees while they are in Antarctica as determined by the Delegate. Further information is contained in the Department's Antarctic Duty Expeditioner Support Policy.

EMPLOYEE ASSISTANCE PROGRAM

- 9.60** 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 months after the expeditioner employee's return from a period of Antarctic duty.

PART 10 – INTERPRETATIONS/DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

AAD means the Australian Antarctic Division of the Department of the Environment and Energy.

Accredited Course means a course of study that, on successful completion, would result in the awarding of a qualification recognised under the Australian Qualifications Framework.

Agency Head means the Secretary of the Department of the Environment and Energy.

Agreement means the Department of the Environment and Energy Enterprise Agreement 2016–2019.

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 Employee has the same meaning as in the PS Act.

Cadet means an Employee who is employed to undertake a course of study on a full-time basis at a tertiary institution and is required to undertake practical training in the workplace during vacation breaks.

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.

Delegate means the Secretary of the Department, or an employee who has been delegated powers by 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 the Environment and Energy.

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
- c. a parent of the employee, or of the Spouse/Partner of the employee, who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee or
- d. a child of the employee, or of the Spouse/Partner of the employee, who is under the age of 25 years (except if disabled and unable to be independent, in which case there is no age limit), ordinarily resides with the employee and is wholly or substantially dependent upon the employee.

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 PS Act.

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 section 29(3)(b-h) of the PS Act) or

- c. 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.

Expedition means an official Australian expedition to Antarctica; or an expedition approved by the Director of AAD 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 of an employee includes a Partner/Spouse (or former partner/spouse) or a relation of the employee or their Partner/Spouse by blood, marriage, adoption, fostering or traditional kinship.

Fees (in clause 5.21) means HELP Higher Education Loan Programme, any compulsory tuition, course, examination, administration or graduation fee or educational levy.

FW Act means the *Fair Work Act 2009*.

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.

Manager means an employee who has responsibility for overseeing, monitoring, managing, directing or supervising a section, branch or division, noting that a Manager will also supervise employees.

Marine Science Technical Support means the provision of rostered electronic, mechanical, laboratory and/or gear operation, management and maintenance during a designated Antarctic marine science voyage.

ML Act means the *Maternity Leave (Commonwealth Employees) Act 1973*.

Non-ongoing Employee means a non-ongoing APS employee as defined in section 7 of the PS Act.

Ongoing Employee means an ongoing APS employee as defined in section 7 of the PS Act.

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

Partner/Spouse means, in relation to an employee who is a member of a couple, the other member of this couple, without discrimination as to gender or any other attribute.

PDS means the Department's Performance and Development Scheme as amended from time to time.

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.

PS Act means the *Public Service Act 1999*.

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.

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.

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.

Within Australia means all areas within Australia, excluding those that are part of Antarctica.

SCHEDULE 1 – CLASSIFICATION STRUCTURE AND PAY RATES

APS Levels	Pay Rates at 1/7/2013 (p.a.)	Pay Rates from Commencement (p.a.)	Pay Rates from 12 Months after Commencement (p.a.)	Pay Rates from 24 Months after Commencement (p.a.)
APS Level 1 (broadbanded with APS Level 2)				
1/2.1	\$42,205	\$43,471	\$44,341	\$44,784
1/2.2	\$44,738	\$46,080	\$47,002	\$47,472
1/2.3	\$48,463	\$49,917	\$50,915	\$51,424
APS Level 2 (broadbanded with APS Level 1)				
1/2.4	\$51,308	\$52,847	\$53,904	\$54,443
1/2.5	\$54,678	\$56,318	\$57,445	\$58,019
APS Level 3				
3.1	\$55,065	\$56,717	\$57,851	\$58,430
3.2	\$56,718	\$58,420	\$59,588	\$60,184
3.3	\$59,456	\$61,240	\$62,464	\$63,089
3.4	\$61,599	\$63,447	\$64,716	\$65,363
APS Level 4				
4.1	\$62,080	\$63,942	\$65,221	\$65,873
4.2	\$63,838	\$65,753	\$67,068	\$67,739
4.3	\$67,584	\$69,612	\$71,004	\$71,714
APS Level 5				
5.1	\$67,724	\$69,756	\$71,151	\$71,862
5.2	\$69,754	\$71,847	\$73,284	\$74,016
5.3	\$74,293	\$76,522	\$78,052	\$78,833
APS Level 6				
6.1	\$76,224	\$78,511	\$80,081	\$80,882
6.2	\$78,510	\$80,865	\$82,483	\$83,307
6.3	\$82,212	\$84,678	\$86,372	\$87,236
6.4	\$86,545	\$89,141	\$90,924	\$91,833

APS Levels	Pay Rates at 1/7/2013 (p.a.)	Pay Rates from Commencement (p.a.)	Pay Rates from 12 Months after Commencement (p.a.)	Pay Rates from 24 Months after Commencement (p.a.)
Executive Level 1				
1.1	\$99,723	\$102,715	\$104,769	\$105,817
1.2	\$102,430	\$105,503	\$107,613	\$108,689
1.3	\$107,260	\$110,478	\$112,687	\$113,814
Executive Level 2				
2.1	\$117,360	\$120,881	\$123,298	\$124,531
2.2	\$120,881	\$124,507	\$126,998	\$128,268
2.3	\$124,508	\$128,243	\$130,808	\$132,116
2.4	\$131,860	\$135,816	\$138,532	\$139,917
2.5	\$136,354	\$140,445	\$143,254	\$144,686

HEAD OFFICE ANTARCTIC MEDICAL PRACTITIONERS

APS Equivalent	Medical Practitioner Levels	Pay Rates at 1/7/2013 (p.a.)	Pay Rates from Commencement (p.a.)	Pay Rates from 12 Months after Commencement (p.a.)	Pay Rates from 24 Months after Commencement (p.a.)
EL 1	HO AMP 1.1	\$126,096	\$129,879	\$132,476	\$133,801
EL 1	HO AMP 1.2	\$141,859	\$146,115	\$149,037	\$150,527
EL 2	HO AMP 2.1	\$147,113	\$151,526	\$154,557	\$156,102
EL 2	HO AMP 2.2	\$162,875	\$167,761	\$171,116	\$172,828
EL 2	HO AMP 2.3	\$168,129	\$173,173	\$176,636	\$178,403
EL 2	HO AMP 2.4	\$183,891	\$189,408	\$193,196	\$195,128
EL 2	HO AMP 2.5	\$189,145	\$194,819	\$198,716	\$200,703
EL 2	HO AMP 2.6	\$215,415	\$221,877	\$226,315	\$228,578

RESEARCH SCIENTISTS

APS Levels	Research Scientist Structure	Pay Rates at 1/7/2013 (p.a.)	Pay Rates from Commencement (p.a.)	Pay Rates from 12 Months after Commencement (p.a.)	Pay Rates from 24 months after Commencement (p.a.)
APS Level 6	RS1.1	\$76,224	\$78,511	\$80,081	\$80,882
	RS1.2	\$78,510	\$80,865	\$82,483	\$83,307
	RS1.3	\$82,212	\$84,678	\$86,372	\$87,236
	RS1.4	\$86,545	\$89,141	\$90,924	\$91,833
Executive Level 1	RS1.5	\$99,723	\$102,715	\$104,769	\$105,817
	RS1.6	\$102,430	\$105,503	\$107,613	\$108,689
	RS1.7	\$107,260	\$110,478	\$112,687	\$113,814
Executive Level 2	SRS1.1	\$113,943	\$117,361	\$119,709	\$120,906
	SRS1.2	\$117,360	\$120,881	\$123,298	\$124,531
	SRS1.3	\$122,129	\$125,793	\$128,309	\$129,592
	SRS1.4	\$125,756	\$129,529	\$132,119	\$133,440
	SRS1.5	\$129,492	\$133,377	\$136,044	\$137,405
	SRS1.6	\$133,344	\$137,344	\$140,091	\$141,492
	SRS1.7	\$141,071	\$145,303	\$148,209	\$149,691
Executive Level 2	PRS1.1	\$140,139	\$144,343	\$147,230	\$148,702
	PRS1.2	\$145,788	\$150,162	\$153,165	\$154,697
	PRS1.3	\$150,161	\$154,666	\$157,759	\$159,337
	PRS1.4	\$158,317	\$163,067	\$166,328	\$167,991
Executive Level 2	SPRS1.1	\$163,945	\$168,863	\$172,241	\$173,963
	SPRS1.2	\$168,864	\$173,930	\$177,409	\$179,183
	SPRS1.3	\$173,930	\$179,148	\$182,731	\$184,558
	SPRS1.4	\$182,800	\$188,284	\$192,050	\$193,970

LEGAL OFFICERS

APS Levels	Legal Officer Structure	Pay Rates at 1/7/2013 (p.a.)	Pay Rates from Commencement (p.a.)	Pay Rates from 12 Months after Commencement (p.a.)	Pay Rates from 24 Months after Commencement (p.a.)
APS 3	LO1.1	\$61,599	\$63,447	\$64,716	\$65,363
APS 4	LO1.2	\$67,584	\$69,612	\$71,004	\$71,714
APS 5	LO1.3	\$69,754	\$71,847	\$73,284	\$74,016
APS Level 6	LO1.4	\$74,003	\$76,223	\$77,748	\$78,525
	LO1.5	\$82,212	\$84,678	\$86,372	\$87,236
	LO1.6	\$88,931	\$91,599	\$93,431	\$94,365
Executive Level 1	SLO1.1	\$99,723	\$102,715	\$104,769	\$105,817
	SLO1.2	\$105,502	\$108,667	\$110,840	\$111,949
	SLO1.3	\$115,191	\$118,647	\$121,020	\$122,230
	SLO1.4	\$122,129	\$125,793	\$128,309	\$129,592
Executive Level 2	PLO1.1	\$129,492	\$133,377	\$136,044	\$137,405
	PLO1.2	\$133,344	\$137,344	\$140,091	\$141,492
	PLO1.3	\$141,071	\$145,303	\$148,209	\$149,691

PUBLIC AFFAIRS OFFICERS

APS Levels	PAO Structure	Pay Rates at 1/7/2013 (p.a.)	Pay Rates from Commencement (p.a.)	Pay Rates from 12 Months after Commencement (p.a.)	Pay Rates from 24 months after Commencement (p.a.)
APS Level 4	PAO1.1	\$62,080	\$63,942	\$65,221	\$65,873
	PAO1.2	\$67,584	\$69,612	\$71,004	\$71,714
APS Level 5	PAO1.3	\$69,754	\$71,847	\$73,284	\$74,016
	PAO1.4	\$74,114	\$76,337	\$77,864	\$78,643
APS Level 6	PAO2.1	\$78,510	\$80,865	\$82,483	\$83,307
	PAO2.2	\$80,866	\$83,292	\$84,958	\$85,807
	PAO2.3	\$89,360	\$92,041	\$93,882	\$94,820
Executive Level 1	PAO3.1	\$99,723	\$102,715	\$104,769	\$105,817
	PAO3.2	\$109,943	\$113,241	\$115,506	\$116,661
	PAO3.3	\$117,360	\$120,881	\$123,298	\$124,531
	PAO3.4	\$125,756	\$129,529	\$132,119	\$133,440
Executive Level 2	SPAO1.1	\$133,108	\$137,101	\$139,843	\$141,242
	SPAO2.1	\$141,071	\$145,303	\$148,209	\$149,691

SCHEDULE 2 – ALLOWANCES

Clause	Allowance <small>(Allowances with # are paid at a pro rata rate for part-time employees)</small>	Allowance Rates at 1/7/2013	Allowance Rates from Commencement	Allowance Rates from 12 Months after commencement	Allowance Rates from 24 Months after Commencement
5.2	Overtime Meal Allowance	\$27.49	\$28.31	\$28.88	\$29.17
5.10	Restriction Allowance (AAD only)	\$23,363 p.a.	\$24,064 p.a.	\$24,545 p.a.	\$24,791 p.a.
5.13	At Sea Allowance	\$106.93 per day	\$110.14 per day	\$112.34 per day	\$113.46 per day
5.14	Camping Allowance	\$106.93 per day	\$110.14 per day	\$112.34 per day	\$113.46 per day
5.15	Additional Camping Allowance	\$28.65 per day	\$29.51 per day	\$30.10 per day	\$30.40 per day
5.16	Cadet Allowance	\$1,117 p.a.	\$1,151 p.a.	\$1,174 p.a.	\$1,185 p.a.
5.17	Community Language Allowance Rate 1 #	\$911 p.a.	\$938 p.a.	\$957 p.a.	\$967 p.a.
5.17	Community Language Allowance Rate 2 #	\$1,819 p.a.	\$1,874 p.a.	\$1,911 p.a.	\$1,930 p.a.
5.17	Community Language Allowance Rate 3 #	\$3,009 p.a.	\$3,099 p.a.	\$3,161 p.a.	\$3,193 p.a.
5.18	Departmental Liaison Officer Allowance #	\$18,957 p.a.	\$19,526 p.a.	\$19,916 p.a.	\$20,115 p.a.
5.19	Study Bursary University Rate	\$2,732 p.a.	\$2,814 p.a.	\$2,870 p.a.	\$2,899 p.a.
	Study Bursary TAFE etc. Rate	\$1,366 p.a.	\$1,407 p.a.	\$1,435 p.a.	\$1,449 p.a.
5.22	First Aid / Health and Safety Representative / Emergency Warden / Workplace Contact Officer Allowance	\$28.65 per fortnight	\$29.51 per fortnight	\$30.10 per fortnight	\$30.40 per fortnight
5.25	Outdoor Work Allowance #	\$2,721 p.a.	\$2,803 p.a.	\$2,859 p.a.	\$2,887 p.a.
5.28	Hat Allowance	Up to \$161 p.a.	Up to \$166 p.a.	Up to \$169 p.a.	Up to \$171 p.a.
5.28	Boot Allowance	Up to \$211 p.a.	Up to \$217 p.a.	Up to \$222 p.a.	Up to \$224 p.a.
5.29	Diving Allowance	\$32.62 per day	\$33.60 per day	\$34.27 per day	\$34.61 per day

Clause	Allowance (Allowances with # are paid at a pro rata rate for part-time employees)		Allowance Rates at 1/7/2013	Allowance Rates from Commencement	Allowance Rates from 12 Months after Commencement	Allowance Rates from 24 Months after Commencement
5.30	Krill and Marine Aquarium Maintenance Allowance		\$116.49 per day	\$119.98 per day	\$122.38 per day	\$123.61 per day
5.36	Vacation Assistance (per child)		\$22 per day	\$22.66 per day	\$23.11 per day	\$23.34 per day
8.2	Remote Localities Allowance Norfolk Island #	Without Dependants	\$4,651 p.a.	\$7,186 p.a.	\$7,330 p.a.	\$7,403 p.a.
		With Dependants	\$6,839 p.a.	\$10,566 p.a.	\$10,778 p.a.	\$10,885 p.a.
8.2	Remote Localities Allowance Kakadu/Jabiru #	Without Dependants	\$7,728 p.a.	\$7,960 p.a.	\$8,119 p.a.	\$8,200 p.a.
		With Dependants	\$10,942 p.a.	\$11,270 p.a.	\$11,496 p.a.	\$11,611 p.a.
8.2	Remote Localities Allowance Christmas Island #	Without Dependants	\$9,917 p.a.	\$10,215 p.a.	\$10,419 p.a.	\$10,523 p.a.
		With Dependants	\$14,362 p.a.	\$14,793 p.a.	\$15,089 p.a.	\$15,240 p.a.
8.2	Remote Localities Allowance Uluru – Kata Tjuta #	Without Dependants	\$12,173 p.a.	\$12,538 p.a.	\$12,789 p.a.	\$12,917 p.a.
		With Dependants	\$17,781 p.a.	\$18,314 p.a.	\$18,681 p.a.	\$18,868 p.a.
8.2	Remote Localities Allowance Cocos (Keeling) Islands #	Without Dependants	\$13,268 p.a.	\$13,666 p.a.	\$13,939 p.a.	\$14,079 p.a.
		With Dependants	\$19,491 p.a.	\$20,076 p.a.	\$20,477 p.a.	\$20,682 p.a.
8.8	Remote Localities Allowance Darwin #	Without Dependants	\$2,479 p.a.	\$2,553 p.a.	\$2,604 p.a.	\$2,630 p.a.
		With Dependants	\$4,549 p.a.	\$4,685 p.a.	\$4,779 p.a.	\$4,827 p.a.
8.8	Remote Localities Allowance Booderee #	Without Dependants	\$1,738 p.a.	\$1,790 p.a.	\$1,826 p.a.	\$1,844 p.a.
		With Dependants	\$2,657 p.a.	\$2,737 p.a.	\$2,791 p.a.	\$2,819p.a.
8.8	Leave Fares Assistance Darwin #		\$2,366 p.a.	\$2,437 p.a.	\$2,486 p.a.	\$2,511 p.a.
8.15	Leave Fares Assistance Norfolk Island #		\$1,304 p.a.	\$2,015 p.a.	\$2,055 p.a.	\$2,076 p.a.

Clause	Allowance (Allowances with # are paid at a pro rata rate for part-time employees)		Allowance Rates at 1/7/2013	Allowance Rates from Commencement	Allowance Rates from 12 Months after Commencement	Allowance Rates from 24 Months after Commencement
8.15	Leave Fares Assistance Kakadu/Jabiru #		\$2,366 p.a.	\$2,437 p.a.	\$2,486 p.a.	\$2,511 p.a.
8.15	Leave Fares Assistance Christmas Island #		\$2,607 p.a.	\$2,685 p.a.	\$2,739 p.a.	\$2,766 p.a.
8.15	Leave Fares Assistance Uluru – Kata Tjuta #		\$2,051 p.a.	\$2,113 p.a.	\$2,155 p.a.	\$2,176 p.a.
8.15	Leave Fares Assistance Cocos (Keeling) Islands #		\$2,577 p.a.	\$2,654 p.a.	\$2,707 p.a.	\$2,734 p.a.
8.19	Darwin Reunion Fares Assistance – Northern Territory / South Australia #		\$2,366 p.a.	\$2,437 p.a.	\$2,486 p.a.	\$2,511 p.a.
8.19	Darwin Reunion Fares Assistance – Australian Capital Territory #		\$3,203 p.a.	\$3,299 p.a.	\$3,365 p.a.	\$3,399 p.a.
8.19	Darwin Reunion Fares Assistance – Queensland #		\$2,418 p.a.	\$2,491 p.a.	\$2,540p.a.	\$2,566 p.a.
8.19	Darwin Reunion Fares Assistance – New South Wales #		\$2,672 p.a.	\$2,752 p.a.	\$2,807 p.a.	\$2,835 p.a.
8.19	Darwin Reunion Fares Assistance – Victoria #		\$2,741 p.a.	\$2,823 p.a.	\$2,880 p.a.	\$2,908 p.a.
8.19	Darwin Reunion Fares Assistance – Tasmania #		\$3,128 p.a.	\$3,222 p.a.	\$3,286 p.a.	\$3,319 p.a.
8.19	Darwin Reunion Fares Assistance – Western Australia #		\$2,466 p.a.	\$2,540 p.a.	\$2,591 p.a.	\$2,617 p.a.
9.16	Allowance in Lieu of Overtime (Antarctic)	Expeditioner	\$28,167 p.a.	\$29,012 p.a.	\$29,592 p.a.	\$29,888 p.a.
		Head Office	\$28,758 p.a.	\$29,621.p.a.	\$29,888 p.a.	\$29,888 p.a.
9.17	Common Duties Allowance (Antarctic)	Expeditioner	\$14,084 p.a.	\$14,507 p.a.	\$14,797 p.a.	\$14,945 p.a.
		Head Office	\$14,380 p.a.	\$14,811 p.a.	\$14,945 p.a.	\$14,945 p.a.
9.18	Antarctic Allowance	Expeditioner	\$14,084 p.a.	\$14,507 p.a.	\$14,797 p.a.	\$14,945 p.a.
		Head Office	\$14,380 p.a.	\$14,811 p.a.	\$14,945 p.a.	\$14,945 p.a.

Clause	Allowance (Allowances with # are paid at a pro rata rate for part-time employees)		Allowance Rates at 1/7/2013	Allowance Rates from Commencement	Allowance Rates from 12 Months after Commencement	Allowance Rates from 24 Months after Commencement
9.23	Wintering Allowance (Antarctic)		\$1,500 p.a.	\$1,545 p.a.	\$1,576 p.a.	\$1,592 p.a.
9.24 – 9.27	Returning Expeditioner Allowance (Antarctic)	1 prior season	\$2,500 p.a.	\$2,575 p.a.	\$2,627 p.a.	\$2,653 p.a.
		2 prior seasons	\$5,000 p.a.	\$5,150 p.a.	\$5,253 p.a.	\$5,306 p.a.
		3 prior seasons	\$7,500 p.a.	\$7,725 p.a.	\$7,880 p.a.	\$7,958 p.a.
		4 prior seasons	\$10,000 p.a.	\$10,300 p.a.	\$10,506 p.a.	\$10,611 p.a.
9.29	Additional Responsibilities Allowance (Antarctic)	Deputy Station Leader (a)	\$6,537 p.a.	\$6,733 p.a.	\$6,868 p.a.	\$6,936 p.a.
		Deputy Field Leader (b)	\$6,537 p.a.	\$6,733 p.a.	\$6,868 p.a.	\$6,936 p.a.
		Boat Master – Macquarie Is. (c)	\$1,570 p.a.	\$1,617 p.a.	\$1,649 p.a.	\$1,666 p.a.
		Search and Rescue Leader (d)	\$1,570 p.a.	\$1,617 p.a.	\$1,649 p.a.	\$1,666 p.a.
		Fire Chief (e)	\$1,570 p.a.	\$1,617 p.a.	\$1,649 p.a.	\$1,666 p.a.

These allowances are paid at the appropriate pro rata rate for part-time employees.

SCHEDULE 3 – TRAINING BROADBAND

Classification	Trainee Pay Points	Pay Rates at 1/7/2013 (p.a.)	Pay Rates from Commencement (p.a.)	Pay Rates from 12 Months after Commencement (p.a.)	Pay Rates from 24 Months after Commencement (p.a.)
APS Level 1	1	\$42,205	\$43,471	\$44,341	\$44,784
APS Level 1	2	\$44,738	\$46,080	\$47,002	\$47,472
APS Level 1	3	\$48,463	\$49,917	\$50,915	\$51,424
APS Level 2	4	\$51,308	\$52,847	\$53,904	\$54,443
APS Level 2	5	\$54,678	\$56,318	\$57,445	\$58,019
APS Level 3	6	\$55,065	\$56,717	\$57,851	\$58,430
APS Level 3	7	\$56,718	\$58,420	\$59,588	\$60,184
APS Level 3	8	\$59,456	\$61,240	\$62,464	\$63,089
APS Level 3	9	\$61,599	\$63,447	\$64,716	\$65,363
APS Level 4	10	\$62,080	\$63,942	\$65,221	\$65,873
APS Level 4	11	\$63,838	\$65,753	\$67,068	\$67,739
APS Level 4	12	\$67,584	\$69,612	\$71,004	\$71,714
APS Level 5	13	\$67,724	\$69,756	\$71,151	\$71,862
APS Level 5	14	\$69,754	\$71,847	\$73,284	\$74,016
APS Level 5	15	\$74,293	\$76,522	\$78,052	\$78,833

SCHEDULE 4 – EXPEDITIONER CLASSIFICATIONS AND SALARY

EXPEDITIONER ANTARCTIC MEDICAL PRACTITIONERS

APS Equivalent	Medical Practitioner Levels	Pay Rates at 1/7/2013 (p.a.)	Pay Rates from Commencement (p.a.)	Pay Rates from 12 Months after Commencement (p.a.)	Pay Rates from 24 months after Commencement (p.a.)
EL 1	EAMP 1.1	\$126,096	\$129,879	\$132,476	\$133,801
EL 1	EAMP 1.2	\$141,859	\$146,115	\$149,037	\$150,527
EL 2	EAMP 2.1	\$147,113	\$151,526	\$154,557	\$156,102
EL 2	EAMP 2.2	\$162,875	\$167,761	\$171,116	\$172,828
EL 2	EAMP 2.3	\$168,129	\$173,173	\$176,636	\$178,403
EL 2	EAMP 2.4	\$183,891	\$189,408	\$193,196	\$195,128

Note: These classifications are not broadbands – Salary progression does not apply.

EXPEDITIONER EMPLOYEES

APS Equivalent	Expeditioner Levels	Pay Rates at 1/7/2013 (p.a.)	Pay Rates from Commencement (p.a.)	Pay Rates from 12 Months after Commencement (p.a.)	Pay Rates from 24 Months after Commencement (p.a.)
APS 2	Exp Band 1.1	\$54,578	\$56,215	\$57,340	\$57,913
APS 2	Exp Band 1.2	\$57,829	\$59,564	\$60,755	\$61,363
APS 3	Exp Band 1.3	\$61,275	\$63,113	\$64,376	\$65,019
APS 3	Exp Band 1.4	\$64,932	\$66,880	\$68,218	\$68,900
APS 4	Exp Band 1.5	\$68,805	\$70,869	\$72,287	\$73,009
APS 4	Exp Band 1.6	\$72,905	\$75,092	\$76,594	\$77,360
APS 4	Exp Band 2.1	\$67,051	\$69,063	\$70,444	\$71,148
APS 4	Exp Band 2.2	\$70,458	\$72,572	\$74,023	\$74,763
APS 5	Exp Band 2.3	\$74,042	\$76,263	\$77,789	\$78,566
APS 5	Exp Band 2.4	\$77,810	\$80,144	\$81,747	\$82,565
APS 6	Exp Band 2.5	\$81,769	\$84,222	\$85,907	\$86,766
APS 6	Exp Band 2.6	\$85,932	\$88,510	\$90,280	\$91,183
APS 6	Exp Band 2.7	\$90,308	\$93,017	\$94,878	\$95,826
EL 1	Exp Band 3.1	\$92,925	\$95,713	\$97,627	\$98,603
EL 1	Exp Band 3.2	\$97,238	\$100,155	\$102,158	\$103,180
EL 1	Exp Band 3.3	\$101,751	\$104,804	\$106,900	\$107,969
EL 1	Exp Band 3.4	\$106,480	\$109,674	\$111,868	\$112,987
EL 2	Exp Band 4.1	\$117,880	\$121,416	\$123,845	\$125,083
EL 2	Exp Band 4.2	\$125,028	\$128,779	\$131,354	\$132,668

Note: These classifications are not broadbands – Salary progression does not apply.

SCHEDULE 5 – SUPPORTED WAGE SYSTEM

This schedule defines the conditions that will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.

In this schedule:

Approved Assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

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

Disability Support Pension means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

Relevant Minimum Wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.

Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook (available from the Job Access website www.jobaccess.gov.au).

SWS Wage Assessment Agreement means the document in the form required by the Department of Employment that records the employee's productive capacity and agreed wage rate.

Eligibility Criteria

Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a Disability Support Pension.

The schedule does not apply to any existing employee who has a claim against the Department which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported Wage Rates

Employees to whom this clause applies will be paid the applicable percentage of the Relevant Minimum Wage according to the following schedule, provided that the minimum amount payable must be not less than the amount set in the National Minimum Wage Order for supported wage rates.

Assessed Capacity	Percentage of Prescribed Award Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of Capacity

For the purposes of establishing the percentage of the Relevant Minimum Wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an Approved Assessor,

having consulted the Department and the employee and, if the employee so desires, a union which the employee is eligible to join.

Assessment made under this schedule must be documented in an SWS Wage Assessment Agreement and retained by the employer as a time and wages record in accordance with the Act.

Lodgement of SWS Wage Assessment Agreement

All SWS Wage Assessment Agreements under the conditions of this schedule, including the appropriate percentage of the Relevant Minimum Wage to be paid to the employee, must be lodged by the Department with the Fair Work Commission.

All SWS Wage Assessment Agreements must be agreed and signed by the employee and the Department. Where a union that has an interest in this Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail. The agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of Assessment

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

Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement, paid on a pro rata basis.

Workplace Adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial Period

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

During that trial period the assessment of capacity will be undertaken and the percentage of the Relevant Minimum Wage for a continuing employment relationship will be determined.

The minimum amount payable to the employee during the trial period must be no less than the amount set in the National Minimum Wage Order for supported wage rates.

Work trials should include induction or training as appropriate to the job being trialled.

Where the employer and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of the assessment.

Index

AAD Restriction Allowance.....	22	Casual Loading.....	14
Aboriginal And Torres Strait Islander Employees' Ceremonial Leave.....	34	Change to Regular Roster or Ordinary Hours of Work.....	4
Accelerated Separation Arrangements.....	38	Christmas Closedown.....	10
Access to Other Types of Paid Leave, While on Annual, Purchased or Long Service Leave.....	30	Classification And Broadbanding.....	14
Access While on Paid Maternity Leave, Adoption Leave or Foster Parent's Leave.....	30	Commencement of Retention Period.....	40
Additional Annual Leave for Shiftworkers.....	28	Common Duties Allowance.....	49
Additional Responsibilities Allowance.....	50	Community Language Allowance.....	23
Additional Time Off.....	53	Community Service Leave.....	34
Additional Travel Leave for Christmas Island and Cocos (Keeling) Islands Employees.....	47	Commutated Penalty Payments.....	13
Administrative Changes for Travel.....	25	Compassionate Leave (Including Bereave-ment).....	30
Adoption Leave.....	32	Conduct and Behaviour.....	58
Adoption Leave, Foster Parent's Leave and Permanent Care Leave.....	31	Consultation And Dispute Resolution	3
Advising Absence.....	6	Consultation On Major Change And Changes To Rosters And Ordinary Hours Of Work.....	3
Air Conditioning Subsidy.....	44	Consultation On Policies Supporting This Agree-ment.....	3
Allowances And Reimbursements	22	Correspondence School Travel Assistance.....	46
Allowance in Lieu of Overtime.....	49	Coverage	1
Annual Leave.....	27	Coverage Of Miscellaneous Expenses.....	54
Annual Leave (Antarctic Duty Provi-sions).....	52	Crisis Leave.....	30
Antarctic Allowance.....	49	Cultural, Ceremonial Or Religious Obligations...34	
Antarctic Duty Allowances.....	49	Deductions from Pay.....	51
Antarctic Duty Provisions	48	Deductions Of Overpayments.....	19
Apprentices.....	17	Defence Reserve Leave.....	33
APS 1/2 Employees.....	15	Delegation.....	1
Assistance for Reasonable Incurred Expenses....	40	Departmental Consultative Committee.....	3
At Sea Allowance.....	23	Departmental Liaison Officer Allowance.....	23
Bandwidth.....	6	Dependant Care Reimbursements.....	26
Basis of Calculation.....	50	Diving Allowance.....	25
Cadet Allowance.....	23	Duration.....	1
Cadets.....	16	Education Allowance.....	44
Camping Allowance.....	23	Emergency Duty.....	11
Cancellation of Annual Leave or Recall to Duty..28		Emergency or Compassionate Travel - Reim-bursement of Transport Costs.....	46
Cash-out of Annual Leave.....	28	Emergency Services Leave.....	34
		Employee Assistance Program.....	36

Employee Assistance Program (AAD Expeditioners).....	54	Loading on Antarctic Duty Allowances.....	49
Employee Housing.....	44	Long Service Leave.....	28
Employee Obligations.....	40	Loss, Damage And Indemnity.....	26
Employer Responsibilities.....	40	Major Change.....	3
Employer Superannuation Contributions.....	20	Managing Performance.....	36
Expeditioner Antarctic Medical Practitioners.....	15	Managing Performance (Antarctic Duty Provisions).....	51
Expeditioner Employees Classifications.....	48	Marine Science Participation.....	48
Extending unpaid leave.....	33	Meal Breaks	6
Extra Dependant Care Costs.....	26	Medical and Dental Costs - Visits to Norfolk Island	44
Eyesight Testing/Spectacle Reimbursement.....	26	Minimum Period for Overtime Payment on Weekends and Public Holidays	11
First Aid / Health And Safety Representative / Emergency Warden / Workplace Contact Officer Allowance.....	24	Motor Vehicle Allowance	25
Flexible Working Arrangements.....	7	NAIDOC Ceremonies	34
Flextime.....	7	Norfolk Island Education Assistance	44
Former Remote Localities.....	44	Option to Take Time Off in Lieu	10
Foster Parent's Leave.....	32	Ordinary Hours of Work	6
Graduates.....	16	Other Antarctic Allowances	50
Half Pay Parental Leave.....	32	Other Leave (With And Without Pay)	35
Hat And Boot Allowance.....	24	Outdoor Work Allowance	24
Head Office Antarctic Medical Practitioners.....	15	Overseas Postings	25
Higher Rate of Salary for Returning Expeditioner Employees.....	50	Overtime - Rate of Payment	10
Hours Of Duty.....	6	Overtime Duty	10
Indigenous Study Support.....	35	Overtime for Executive Level Employees	11
Individual Flexibility Arrangement.....	19	Overtime Meal Allowance	22
Interpretations/Definitions	55	Paid Maternity Leave	31
Involuntary Termination Of Employment.....	41	Parental Leave	31
Job Sharing.....	9	Part-Time Work	8
Junior Rates.....	14	Payment of Annual Leave Credits on Exit from APS	28
Jury Service Leave.....	30	Payment of RLA during Periods of Leave	43
Krill And Marine Aquarium Maintenance Allowance.....	25	Payment of RLA for a Temporary Period	43
Lactation Breaks.....	6	Payment Of Salary	14
Leave And Additional Time Off.....	52	Payment On Death	20
Leave Fares Assistance.....	45	Performance Appraisal	51
Leave Provisions	27	Period of Notice	38
Legal Officers.....	15	Permanent Care Order Leave	32
		Personal/Carer's Leave	29

Personal/Carer's Leave (Antarctic Duty Provisions)	52	Return to Work from any type of Parental Leave	33
Personal/Carer's Leave to be Taken Before Termination on Invalidity Grounds	30	Returning Expeditioner Employees	50
Policies And Guidelines Excluded	1	Reunion Fares for New Recruits to Darwin	45
Portability Of Leave	27	Reunion Travel for School Children	46
Pre-Departure Leave	53	Salary And Allowances Increases	18
Principle (Consultation and Dispute Resolution)	3	Salary Maintenance	18
Principle (Working Arrangements)	6	Salary On Commencement Or Promotion	18
Principle (Leave Provisions)	27	Salary On Reduction	18
Probation	36	Salary Packaging	20
Production of Supporting Evidence	29	Salary Progression	20
Public Affairs Officers	15	Scope Of Agreement	3
Public Holidays	9	Schedule 1 -Classification Structure And Pay Rates	58
Public Holidays (Antarctic Duty Provisions)	51	Schedule 2 – Allowances	63
Purchased Leave	28	Schedule 3 - Training Broadband	67
Purpose Of Agreement	1	Schedule 4 - Expeditioner Classifications And Salary	68
Rate of Redundancy Payment	39	Schedule 5 - Supported Wage System	70
Recognition of Prior Service	27	School Leaver Program	17
Recording Working Hours	6	Service for Severance Pay Purposes	39
Re-crediting of Annual Leave for Annual Medical Examinations	47	Shiftwork And Fixed Daily Hours	11
Recuperation Leave	53	Signatories Applying For Fair Work Commission Approval Of This Enterprise Agreement	2
Redeployment And Redundancy	37	Special Maternity Leave	31
Redundancy Pay	38	Study Leave	42
Relocation Expenses	25	Study Support	34
Remote Localities Assistance	43	Superannuation	51
Remote Support	43	Supported Salary for Employees with a Disability (Employment at Lower than Specified Salary Levels)	14
Removal of Flextime	7	Supporting Partner Leave	32
Remuneration	14	Temporary Reassignment Of Duties At A Higher Level	36
Research Scientists	16	Temporary Reassignment Of Duties At A Lower Level	37
Resignation Or Retirement	42	Temporary Reassignment to SES Duties	37
Resolution Of Agreement Disputes	5	Temporary Reassignment To Shiftwork	13
Rest Break	10	Termination For Misconduct	42
Restriction Allowances	22		
Retention Period - Early Termination	40		
Retention Periods	39		

Termination of Expeditioner Employment - Reasons other than Misconduct	52
Termination Of Non-Ongoing Employment	41
Title	1
Training Broadband	16
Training in Support of Antarctic Duty	48
Travel Expenses	25
Unpaid Carer's Leave	31
Unpaid Parental Leave	32
Vacation Assistance	26

Voluntary Redundancy	38
War Service Leave	31
Wintering Expeditioner Employees	50
Withdrawal from Antarctic Duty - Reasons other than Misconduct	52
Workforce Management	36
Working Arrangements	6
Working Arrangements for Executive Level Employees	8
Working Hours	48



IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2016/6665

Applicant:

The Commonwealth of Australia represented by the Department of the Environment and Energy

Section 185 – Application for approval of a single enterprise agreement

Undertaking-Section 190

I, Paula Goodwin, Chief Operating Officer for the Commonwealth of Australia represented by the Department of the Environment and Energy ("the Department") give the following undertakings with respect to the Department of the Environment and Energy Enterprise Agreement 2016-2019 ("the Agreement"):

1. I have the authority given to me by the Secretary of the Department to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Department undertakes that clause 3.40 of the Agreement will not have effect.
3. The Department undertakes that, notwithstanding clause 4.27 of the Agreement, apprentices undertaking an AQF Certificate Level 1 or 2 will be paid in accordance with the National Training Wage set out in Schedule D of the Australian Public Service Enterprise Award 2015 and will not be paid less than what is provided by clause 4.27.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

18/11/16

Date