



Australian Government

Department of Climate Change, Energy,  
the Environment and Water

# Department of Climate Change, Energy, the Environment and Water Enterprise Agreement 2024–2027



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#### **Acknowledgement of Country**

We acknowledge the Traditional Owners of Country throughout Australia and recognise their continuing connection to land, waters and culture. We pay our respects to their Elders past and present.

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# **PART 1 – SCOPE OF AGREEMENT**

## **TITLE**

- 1.1** This Agreement is known as the Department of Climate Change, Energy, the Environment and Water Enterprise Agreement 2024–2027 and is made and approved under section 172 of the FW Act.

## **PURPOSE OF AGREEMENT**

- 1.2** This Agreement provides the terms and conditions of employment for the Department’s employees covered by the Agreement.

## **PARTIES TO THE AGREEMENT**

- 1.3** This Agreement covers:
- a. the Secretary, for and on behalf of the Commonwealth of Australia as the employer;
  - b. all Employees in the Department employed under the PS Act other than Senior Executive Service Employees or equivalent; and
  - c. subject to notice being given in accordance with section 183 of the FW Act, the following employee organisations which were a bargaining representative for this Agreement:
    - i. Community and Public Sector Union;
    - ii. Professionals Australia;
    - iii. Australian Manufacturers Workers Union; and
    - iv. Australian Salaried Medical Officers Federation.
- 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, clause 8.14 of this Agreement, 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.
- 1.6** This Agreement will nominally expire on 28 February 2027.

## **NATIONAL EMPLOYMENT STANDARDS PRECEDENCE**

- 1.7** The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Agreement is detrimental to an Employee of the Department in any respect when compared with the NES.

## **CLOSED COMPREHENSIVE AGREEMENT**

- 1.8** This Agreement states the terms and conditions of employment of Employees covered by this Agreement, other than terms and conditions applying under relevant Commonwealth laws.



- 1.9** This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- 1.10** Policies and guidelines are not incorporated into and do not form part of this Agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.

## **DELEGATION**

- 1.11** The Secretary may delegate to or authorise any person to perform any or all of the Secretary's powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions.

**SIGNATORIES APPLYING FOR FAIR WORK COMMISSION APPROVAL OF THIS ENTERPRISE AGREEMENT**

**Employer**

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Climate Change, Energy, the Environment and Water

Date: 26 March 2024

Darid Fredericks PSM

Secretary

Department of Climate Change, Energy, the Environment and Water

John Gorton Building, King Edward Terrace, Parkes ACT 2600

**Employee bargaining representatives**

Signed for and on behalf of the Community and Public Sector Union

Date: 28 March 2024

Beth Vincent-Pietsch

Deputy National President

Community and Public Sector Union

4/224 Bunda St Canberra ACT 2601

Signed for and on behalf of the Australian Salaried Medical Officers' Federation

Date: 2 April 2024

Dr David Sara

President

Australian Salaried Medical Officers' Federation

Suite 46, Level 3 330 Wattle Street ULTIMO NSW 2007

Date: 2 April 2024

Andrew Lewis

Senior Industrial Officer

Australian Medical Association

Level 1, 39 Brisbane Ave, Barton ACT 2600

Date: 2 April 2024

Amanda Morvell

Assistant Director

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John Gorton Building, King Edward Terrace, Parkes ACT 2600

## PART 2 – CONSULTATION, DISPUTE RESOLUTION, AND EMPLOYEE REPRESENTATION

### CONSULTATION

#### Principles

- 2.1** Genuine and effective consultation with Employees and the relevant union(s), taking into account the diverse needs of Employees, fosters a positive and inclusive workplace, enabling the views of Employees to be considered.
- 2.2** The Department recognises:
- a. the importance of inclusive and respectful consultative arrangements;
  - b. Employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - c. the nature and extent of consultation will vary depending on the proposed change and the likely impact on Employees. Consultation on Department policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - d. consultation with Employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - e. the benefits of Employee and union involvement and the right of Employees to be represented by their union.
- 2.3** Genuine and effective consultation involves:
- a. providing Employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - b. providing all relevant information to Employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - c. considering feedback from Employees and the relevant union(s) in the decision-making process; and
  - d. advising Employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

#### When consultation is required

- 2.4** Consultation is required in relation to:
- a. changes to work practices which materially alter how an Employee carries out their work;
  - b. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - c. major change that is likely to have a significant effect on Employees;
  - d. implementation of decisions that significantly affect Employees;

- e. changes to Employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
- f. other workplace matters that are likely to significantly or materially impact Employees.

**2.5** The Department, Employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the Department. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

### **Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of Employees**

**2.6** Clauses 2.1 to 2.22 apply if the Department:

- a. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- b. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### **Representation**

**2.7** Employees may appoint a representative for the purposes of the procedures in clauses 2.1 to 2.22. A representative for the purpose of this clause may be a union representative.

**2.8** The Department must recognise the representative if:

- a. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b. the Employee or Employees advise the employer of the identity of the representative.

### **Major change**

**2.9** In clauses 2.1 to 2.22, a major change is likely to have a significant effect on Employees if it results in, for example:

- a. the termination of the employment of Employees;
- b. major change to the composition, operation or size of the employer's workforce or to the skills required of Employees;
- c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- d. the alteration of hours of work;
- e. the need to retrain Employees;
- f. the need to relocate Employees to another workplace; or
- g. the restructuring of jobs.

- 2.10** The following additional consultation requirements in clauses 2.11 to 2.17 apply to a proposal to introduce a major change referred to in clause 2.4(c).
- 2.11** Consultation with Employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 2.5.
- 2.12** Where practicable, a Department change manager or a primary point of contact will be appointed and their details provided to Employees and the relevant union(s) and/or their recognised representatives.
- 2.13** The Department must notify Employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 2.14** As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 2.5 the Department must:
- a. discuss with affected Employees and relevant union(s) and/or other recognised representatives:
    - i. the proposed change;
    - ii. the effect the proposed change is likely to have on the Employees; and
    - iii. proposed measures to avert or mitigate the adverse effect of the proposed change on the Employees; and
  - b. for the purposes of the discussion – provide, in writing, to Employees and the relevant union(s) their union and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the change proposed; and
    - ii. information about the expected effects of the proposed change on the Employees; and
    - iii. any other matters likely to affect the Employees.
- 2.15** The Department must give prompt and genuine consideration to matters raised about the major change by Employees and the relevant union(s) and/or other recognised representatives.
- 2.16** However, the Department is not required to disclose confidential or commercially sensitive information to Employees and the relevant union(s) and/or other recognised representatives.
- 2.17** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the agency, the requirements set out in clauses 2.11 to 2.15 are taken not to apply.

#### **Change to regular roster or ordinary hours of work**

- 2.18** The following additional consultation requirements in clauses 2.19 to 2.22 apply to a proposal to introduce a change referred to in clause 2.4(e).
- 2.19** The Department must notify affected Employees and the relevant union(s) and/or other recognised representatives of the proposed change.

**2.20** As soon as practicable after proposing to introduce the change, the Department must:

- a. discuss with Employees and the relevant union(s) and/or other recognised representatives:
  - i. the proposed introduction of the change; and
- b. for the purposes of the discussion – provide to the Employees and relevant union(s) and/or other recognised representatives:
  - i. all relevant information about the proposed change, including the nature of the proposed change;
  - ii. information about what the employer reasonably believes will be the effects of the proposed change on the Employees; and
  - iii. information about any other matters that the employer reasonably believes are likely to affect the Employees; and
- c. invite Employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the Department is not required to disclose confidential or commercially sensitive information to the relevant Employees and the relevant union(s) and/or other recognised representatives.

**2.21** The Department must give prompt and genuine consideration to matters raised about the proposed change by the Employees and the relevant union(s) and/or other recognised representatives.

#### **Interaction with emergency management activities**

**2.22** Nothing in clauses 2.1 to 2.22 restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

#### **Departmental consultative committee**

**2.23** The Secretary may establish a Department Consultative Committee (DCC) to discuss relevant workplace matters.

**2.24** The DCC will operate subject to an agreed terms of reference and structure for the term of the Agreement. Representation on the committee will be in accordance with the terms of reference.

**2.25** The 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.

**2.26** The DCC will be able to establish regional, geographical or other sub-committees as required.

#### **APS consultative committee**

**2.27** The Secretary will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

## DISPUTE RESOLUTION

**2.28** If a dispute relates to:

- a. a matter arising under the Agreement; or
- b. the NES;

this term sets out procedures to settle the dispute.

**2.29** An Employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.

**2.30** An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.

**2.31** Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the Employee or Employees and relevant Managers. Parties to the dispute will notify higher level Managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.

**2.32** If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 2.31 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

**2.33** The Fair Work Commission may deal with the dispute in 2 stages:

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

*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 Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.*

**2.34** While the parties are attempting to resolve the dispute using the procedures in this term:

- a. an Employee must continue to perform their work as they would normally in accordance with established custom and practice at the Department that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- b. subject to clause 2.34(a) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
  - i. the work is not safe; or



- ii. applicable work 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.

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

**2.36** Any disputes arising under the *Department of the Environment and Energy Enterprise Agreement 2016-2019* (as applied by the *Public Service (Terms and Conditions of Employment) (Department of Climate Change, Energy, the Environment and Water) Determination 2022*) or the NES that were formally notified under clauses 2.24 to 2.31 of that agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

#### **Leave of absence to attend proceedings**

**2.37** Where the provisions of clauses 2.28 to 2.32 have been complied with, and to assist in the resolution of the matter, the Employee, and/or the union delegate or other Employee representative referred to in clause 2.30 or Employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 2.32.

### **REPRESENTATION**

**2.38** 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.

### **DELEGATES' RIGHTS**

**2.39** Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting Employee access to union officials, and providing Employee views to the Department.

**2.40** The role of union delegates is to be respected and supported.

**2.41** The Department and union delegates will work together respectfully and collaboratively.

#### **Supporting the role of union delegates**

**2.42** The Department respects the role of union delegates to:

- a. provide information, consult with and seek feedback from Employees in the workplace on workplace matters;

- b. consult with other delegates and union officials, and get advice and assistance from union officials;
- c. represent the interests of members to the employer and industrial tribunals; and
- d. represent members at relevant union forums, consultative committees or bargaining.

**2.43** The Department and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an Employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

**2.44** Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.

**2.45** To support the role of union delegates, the Department will, subject to legislative and operational requirements, including privacy and security requirements:

- a. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between Employees and their unions and to communicate with union officials;
- b. advise union delegates and other union officials of the Department's facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
- c. allow reasonable official union communication appropriate to the Department from union delegates with Employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for Employees to access union information. Any assistance in facilitating email communications does not include the Department vetoing reasonable communications;
- d. provide access to new Employees as part of induction; and
- e. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

**2.46** Where APS Employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or Department before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## REVIEW OF DECISIONS/ACTIONS

**2.47** 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 and Part 4 of the *Public Service Regulations 2023*. Further information is contained in the Department's Review of Actions Policy.

## PART 3 – WORKFORCE SUPPORT AND INCLUSION

### INTEGRITY IN THE APS

- 3.1 The Department understands that procedural fairness is essential in building and maintaining trust with APS Employees, and that it requires fair and impartial processes for Employees affected by APS-wide or Department decisions.
- 3.2 Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
- 3.3 Employees can, during their ordinary work hours, take time to:
  - a. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the Department; and
  - b. attend Department mandated training about integrity.

### RESPECT AT WORK

#### Principles

- 3.4 The Department values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The Department recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 3.5 The Department recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

#### Consultation

- 3.6 The Department will consult with Employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

### EMPLOYEE ASSISTANCE PROGRAM

- 3.7 Employees and members of their Family will have access to a confidential, professional counselling service to assist Employees to manage personal and work issues. This service will be provided at no cost to Employees by the Department and will be accessible on paid time.

### VACCINATIONS

- 3.8 The Department will offer annual influenza vaccinations at no cost to all Employees.

- 3.9** Where the Department requires an Employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the Employee.
- 3.10** An Employee can take reasonable paid time away from duty during their ordinary work hours to receive a vaccination referred to in clause 3.9. This includes reasonable travel time.

### **FIRST NATIONS CULTURAL COMPETENCY TRAINING**

- 3.11** The Secretary will take reasonable steps to ensure all substantive, ongoing EL2 Employees employed at the commencement of this Agreement or any new substantive, ongoing EL2 Employees who commence within the first 6 months of this Agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the Agreement.
- 3.12** Any new substantive, ongoing EL2 Employee who commences after 6 months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

### **LACTATION AND BREASTFEEDING SUPPORT**

- 3.13** Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 3.14** The Department will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 3.15. In considering whether a space is appropriate, the Department should consider whether:
- a. there is access to refrigeration;
  - b. the space is lockable; and
  - c. there are facilities needed for expressing such as appropriate seating.
- 3.15** Where it is not practicable for a Department site to have a designated space, a flexible approach will be taken so that the Employee can access the support required.
- 3.16** The Department will facilitate discussion between individual Employees and their Managers about accommodating the Employee's lactation needs and practical arrangements to meet these needs.
- 3.17** The Manager and Employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an Employee will be accommodated, noting these needs may change over time.
- 3.18** Further information is available in policy.

### **PRAYER AND REFLECTION**

- 3.19** The Department will endeavour to provide access to appropriate spaces for reflection, prayer (including ablution) and meditation/relaxation where it is practicable to do so.

## **FAMILY AND DOMESTIC VIOLENCE SUPPORT**

- 3.20** The Department will provide support for Employees affected by Family and Domestic Violence, depending on the Employee's circumstances.
- 3.21** The Department recognises that a holistic approach should be taken to support the Employee, appropriate for the Employee's individual circumstances.
- 3.22** Family and Domestic Violence support provisions, including paid leave, are available to all Employees covered by this Agreement.
- 3.23** An Employee experiencing Family and Domestic Violence is able to access paid miscellaneous leave. Reasons an Employee experiencing Family and Domestic Violence may access this leave include, but are not limited to:
- a. illness or injury affecting the Employee resulting from Family and Domestic Violence;
  - b. providing care or support to a family member (including a household member) who is also experiencing Family and Domestic Violence, and is ill or injured as a result of Family and Domestic Violence;
  - c. providing care or support to a family member (including a household member) who is also experiencing Family and Domestic Violence, and is affected by an unexpected emergency as a result of Family and Domestic Violence;
  - d. making arrangements for the Employee's safety, or the safety of a close relative;
  - e. accessing alternative accommodation;
  - f. accessing police services;
  - g. attending court hearings;
  - h. attending counselling; and
  - i. attending appointments with medical, financial or legal professionals.
- 3.24** This entitlement exists in addition to an Employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count for service for all purposes.
- 3.25** Given the emergency context in which leave may need to be accessed, Employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- 3.26** These provisions do not reduce an Employee's entitlement to Family and Domestic Violence leave under the NES.
- 3.27** Paid miscellaneous leave available under clauses 3.22 to 3.26 is paid for Ongoing and Non-ongoing Employees at their full rate as if they were at work.
- 3.28** Paid miscellaneous leave for Casual Employees under clauses 3.22 to 3.26 is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 3.29** Evidence may be requested to support the Department in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the Employee and a statutory

declaration is the only form of evidence the Department will require, unless the Employee chooses to provide another form of evidence.

- 3.30** An Employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
- 3.31** The Department will take all reasonable measures to treat information relating to Family and Domestic Violence confidentially. The Department will adopt a 'needs to know' approach regarding communication of an Employee's experience of Family and Domestic violence, subject to steps the Department may need to take to ensure the safety of the Employee, other Employees or persons, or mandatory reporting requirements.
- 3.32** Where the Department needs to disclose confidential information for purposes identified in clause 3.31, where it is possible the Department will seek the Employee's consent and take practical steps to minimise any associated safety risks for the Employee and/or privacy breaches.
- 3.33** The Department will not store or include information on the Employee's payslip in relation to the Employee's experience of Family and Domestic Violence; any leave accessed for the purposes of Family and Domestic Violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 3.34** Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 3.35** The Department will acknowledge and take into account an Employee's experience of Family and Domestic Violence if an Employee's attendance or performance at work is affected.
- 3.36** Further information about leave and other support available to Employees affected by Family and Domestic Violence may be found in the Department's Family and Domestic Violence Support Policy.

## PART 4 – WORKING ARRANGEMENTS

### JOB SECURITY

#### Commitment to ongoing employment and rebuilding APS capacity

- 4.1** The APS is a career-based public service. In its engagement decisions, the Department recognises that the usual basis for engagement is an Ongoing APS Employee.

#### Reporting

- 4.2** Where a DCC is in place, the Department will report to the DCC on an annual basis, or more frequently if agreed, on the number, duration, classification and location of Ongoing, Non-ongoing and Casual Employees engaged by the Department.

#### Pathways to permanency

- 4.3** The Department and the APS will comply with the casual conversion provisions of the FW Act. In addition, the Department recognises that a proactive approach, including regularly reviewing Casual and Non-ongoing arrangements, is both a fair and efficient approach to supporting Ongoing employment as the usual form of employment.

### NON-ONGOING EMPLOYMENT

- 4.4** A Non-ongoing Employee is defined in the definitions section, Part 11.
- 4.5** Non-ongoing Employees will generally have the same terms and conditions of employment as Ongoing Employees under this Agreement's terms, except:
- a. personal/carer's leave accrual at clause 7.28; and
  - b. redundancy provisions at clauses 8.17 to 8.55, subject to clause 4.6.
- 4.6** If the Non-Ongoing Employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 8.17 to 8.55 will apply.
- 4.7** If the redundancy provisions apply to an Employee under clause 4.6, the Department must adhere to the consultation requirements at clauses 2.1 to 2.22 and 8.17 to 8.55 as applicable.

### CASUAL (IRREGULAR OR INTERMITTENT) EMPLOYMENT

- 4.8** A Casual (irregular or intermittent) Employee is defined in the definitions section, Part 11.
- 4.9** A decision to expand the use of Casual Employees is subject to clauses 2.1 to 2.22 of this Agreement.
- 4.10** The Department will regularly review the working arrangements of Casual Employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the DCC, where one is in place.

### WORKLOADS

- 4.11** The Department recognises the importance of Employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some Employees, this should be regarded as the exception rather than the rule.



- 4.12** When determining workloads for an Employee or group of Employees, the Department will consider the need for Employees to strike a balance between their work and personal life.
- 4.13** Where an Employee or group of Employees raise that they have experienced significant workload pressures over a prolonged period of time, the Department and Employee/s together must review the Employees' workloads and priorities, and determine appropriate strategies to manage the impact on the Employee or group of Employees.

## **HOURS OF DUTY**

### **Ordinary Hours of Work**

- 4.14** The ordinary hours of work for Full-time Employees (other than Shift workers) are 37 hours and 30 minutes per week, to be worked on the basis of 7 hours and 30 minutes each day, Monday to Friday. Ordinary hours of work for Shift workers are an average total of 150 hours per four-week period.
- 4.15** The standard working day is considered to be 8:30am to 12:30pm and 1:30pm to 5:00pm (7 hours and 30 minutes per day) Monday to Friday.
- 4.16** For Part-time Employees, ordinary hours of work are the hours of work agreed in their part-time work agreement.

### **Bandwidth**

- 4.17** The Bandwidth during which Employees may work their ordinary hours will be 12 hours in length, Monday to Friday, usually 7:00am to 7:00pm, subject to clause 4.73.
- 4.18** 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 clauses 2.18 to 2.21 to of this Agreement.

### **Recording Working Hours**

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

### **Flexitime**

- 4.22** Flexitime applies to Employees in classifications at the APS 1 to APS 6 levels (except Shift workers) and enables Employees to build up and make use of working time credits. Further information on flexitime and flex leave is contained in the Department's Working Arrangements Policy.
- 4.23** Employees accumulate flex credits working within the Bandwidth, where an Employee works hours in excess of ordinary hours with the agreement of their Manager.
- 4.24** A flex debit occurs where an Employee works fewer than their ordinary hours.

- 4.25** 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 four week 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 four week 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 clauses 5.49 to 5.56.
- 4.26** In exceptional circumstances the Delegate may determine payment in lieu of flex credits.
- 4.27** In exceptional circumstances the Department may require Employees to work extended hours within the Bandwidth (i.e. flextime) to meet high-priority operational requirements.
- 4.28** Where APS 1 to APS 6 level Employees are required by Managers to work outside the applicable Bandwidth (usually 7.00 am to 7.00 pm, unless varied under clauses 4.18 or 4.73), overtime is payable.
- 4.29** 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.
- 4.30** Employees at APS 1 to APS 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***

- 4.31** A Manager may remove an Employee's access to flextime arrangements (so that their working hours are in accordance with clause 4.15) where the Manager, after discussion with the Employee, reasonably considers the Employee's attendance is unsatisfactory or that the Employee is misusing the flextime 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 clause 4.104. 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.

### ***EL Time Off in Lieu (TOIL)***

- 4.32** Executive level (EL) Employees are sometimes required to work reasonable additional hours. Consistent with the NES, Employees may refuse to work unreasonable additional hours.
- 4.33** EL Employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the Department.
- 4.34** A Manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to Employees can be taken as whole or part days.

- 4.35** The working arrangements for an EL Employee should be agreed through discussion between the Manager and the EL Employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the Employee to balance their work and personal life.
- 4.36** An EL Employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL Employee and their Manager.
- 4.37** The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- 4.38** Requests from EL Employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

#### **Advising Absence**

- 4.39** 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 or it is otherwise provided in this Agreement.

#### **Meal Breaks**

- 4.40** When an Employee has worked for 5 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 6 hours and the Employee has requested to work beyond the 5 hour period.

#### **Blood donation**

- 4.41** An Employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and the Department will consider Employees on duty.
- 4.42** The Employee must inform their Manager in advance of when they will be away from work before donating blood, plasma or platelets.

#### **Disaster support**

- 4.43** Where an official disaster or emergency is declared and this prevents an Employee from reasonably attending work, or where it impacts their household or home, the Secretary will consider flexible working arrangements to assist the Employee to perform their work.
- 4.44** Where flexible working arrangements are not appropriate, the Secretary may grant paid miscellaneous leave to an Employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
- 4.45** In considering what period of leave is appropriate, the Secretary will take into account the safety of the Employee, their Family (including their household) and advice from local, State and Commonwealth authorities.

### **FLEXIBLE WORKING ARRANGEMENTS**

- 4.46** The Department, Employees and their union recognise:

- a. the importance of an appropriate balance between Employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
- b. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
- c. access to flexible work supports APS capability, and can assist in attracting and retaining the Employees needed to deliver for the Australian community, including Employees located at a wider range of locations;
- d. that flexibility applies to all roles in Department, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
- e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

**4.47** The Department is committed to engaging with Employees and their union to build a culture that supports flexible working arrangements across the Department at all levels. This may include developing and implementing strategies through the DCC.

**4.48** Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

#### **Requesting formal flexible working arrangements**

**4.49** The following provisions do not diminish an Employee's entitlement under the NES.

**4.50** An Employee may make a request for a formal flexible working arrangement.

**4.51** The request must:

- a. be in writing;
- b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
- c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

**4.52** The Secretary must provide a written response to a request within 21 days of receiving the request.

**4.53** The response must:

- a. state that the Secretary approves the request and provide the relevant detail in clause 4.54; or
- b. if following discussion between the Department and the Employee, the Department and the Employee agree to a change to the Employee's working arrangements that differs from that set out in the request – set out the agreed change; or
- c. state that the Secretary refuses the request and include the following matters:
  - i. details of the reasons for the refusal; and

- ii. set out the Department's particular business grounds for refusing the request, explain how those grounds apply to the request; and
- iii. either:
  - A. set out the changes (other than the requested change) in the Employee's working arrangements that would accommodate, to any extent, the Employee's circumstances outlined in the request and that the agency would be willing to make; or
  - B. state that there are no such changes; and
- iv. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the Agreement, and if the Employee is an eligible Employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.

**4.54** Where the Secretary approves the request this will form an arrangement between the Department and the Employee. Each arrangement must be in writing and set out:

- a. any security and work health and safety requirements;
- b. a review date (subject to clause 4.58); and
- c. the cost of establishment (if any).

**4.55** The Secretary may refuse to approve the request only if:

- a. the Department has discussed the request with the Employee; and
- b. the Department has genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances (subject to any reasonable business grounds for refusal); and
- c. the Department and the Employee have not reached such an agreement; and
- d. the Department has had regard to the consequences of the refusal for the Employee; and
- e. the refusal is on reasonable business grounds.

**4.56** Reasonable business grounds include, but are not limited to:

- a. the new working arrangements requested would be too costly for the Department;
- b. there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested;
- c. it would be impractical to change the working arrangements of other Employees, or to recruit new Employees, to accommodate the new working arrangements requested;
- d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and

- f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

**4.57** For First Nations Employees, the Department must consider connection to country and cultural obligations in responding to requests for altering the location of work.

**4.58** Approved flexible working arrangements will be reviewed by the Department and the Employee after 12 months, or a shorter period, if agreed by the Employee. This is to ensure the effectiveness of the arrangement.

#### **Varying, pausing or terminating flexible working arrangements**

**4.59** An Employee may request to vary an approved flexible working arrangement in accordance with clause 4.51. An Employee may request to pause or terminate an approved flexible working arrangement.

**4.60** The Secretary may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 4.62.

**4.61** The Department must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the Employee, having regard to the circumstances of the Employee. Exceptions to this requirement are urgent and critical operational circumstances or an Employee's demonstrated and repeated failure to comply with the agreed arrangements.

**4.62** Prior to the Secretary varying, pausing or terminating the arrangement under clause 4.60, the Department must have:

- a. discussed with the Employee their intention to vary, pause or terminate the arrangement with the Employee;
- b. genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances (subject to any reasonable business grounds for alteration);
- c. had regard to the consequences of the variation, pause or termination for the Employee;
- d. ensured the variation, pause or termination is on reasonable business grounds; and
- e. informed the Employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 4.53(c).

#### **Working from home**

**4.63** The Department will not impose caps on groups of Employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.

**4.64** The Department may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.

**4.65** An Employee working from home is covered by the same employment conditions as an Employee working at an office site under this Agreement.

- 4.66** The Department will provide Employees with guidance on working from home safely.
- 4.67** Employees will not be required by the Department to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the Department will consider the circumstances of the Employees and options to achieve work outcomes safely.

#### **Ad-hoc arrangements**

- 4.68** Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- 4.69** Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 4.70** Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 4.49 to 4.58.
- 4.71** The Department should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the Employee's circumstances and reasonable business grounds.
- 4.72** Where a regular pattern of requests for ad-hoc arrangements from an Employee emerges, the Department should consider whether it is appropriate to seek to formalise the arrangement with the Employee.

#### **Altering span of hours**

- 4.73** An Employee may request to work an alternative regular span of hours (Bandwidth hours). If approved by the Secretary, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The Department will not request or require that any Employee alter their regular span of hours (Bandwidth hours) under these provisions.

#### **Part-Time Work**

- 4.74** 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 (as noted in Part 6 and Schedule 2 of this Agreement) 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 accrue at a pro rata rate based on their agreed ordinary hours of work.
- 4.75** Employees engaged on a Full-time basis, will not be compelled to convert to Part-time Employment.
- 4.76** Employees engaged on a Part-time basis will not be compelled to convert to Full-time Employment.
- 4.77** Any Employee returning from parental leave will have the right to work part-time hours during the period within two years of the birth, adoption, or placement of the child. Beyond this period, a request may be made in accordance with clauses 4.49 to 4.58.
- 4.78** Part-time work arrangements must be set out in a written flexible working arrangement 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 flexible working arrangement 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.

- 4.79** 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. Despite clauses 4.60 to 4.62, 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

- 4.80** 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

- 4.81** Employees are entitled to the following holidays each year as observed at their Normal Location of Work in accordance with the FW Act:
- a. New Year's Day (1 January);
  - b. Australia Day (26 January);
  - c. Good Friday and the following Monday;
  - d. Anzac Day (25 April);
  - e. the King'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);
  - f. Christmas Day (25 December);
  - g. Boxing Day (26 December); and
  - h. 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 2009* from counting as a public holiday.

*Note: additional provisions about the public holidays to be observed during a Period of Antarctic Duty and on a voyage departing from or terminating in Hobart are in clauses 10.31 to 10.33.*

- 4.82** If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday.
- 4.83** The Secretary and an Employee may agree on the substitution of a day or part-day that would otherwise be a public holiday, having regard to operational requirements.
- 4.84** The Secretary and an Employee may agree to substitute a cultural or religious day of significance to the Employee for any day that is a prescribed holiday. If the Employee cannot work on the prescribed holiday, the Employee will be required to work make-up time at times to be agreed. This substitution

does not impact or reduce an Employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.

- 4.85** Where an Employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
- 4.86** Where a public holiday falls during a period when an Employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
- 4.87** 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 for the purposes of this clause.
- 4.88** If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the Employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the Employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 4.81.
- 4.89** An Employee, who is absent on a day or part day that is a public holiday in their Normal Location of Work, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 4.90** Where a Full-Time Employee, including but not limited to Employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Secretary may allow the Employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the Employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of the planned day off.
- 4.91** Casual Employees will not receive payment for a public holiday unless they work on the public holiday.
- 4.92** Higher Duties Allowance may continue to be paid on a public holiday in accordance with clause 8.12.

## **CHRISTMAS CLOSEDOWN**

- 4.93** 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.
- 4.94** 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).
- 4.95** There will be no deduction from annual or personal/carer's leave credits for the closedown days.

- 4.96** Duty performed on the weekday immediately following the Boxing Day public holiday or its substitute will be paid as public holiday duty.
- 4.97** In cases where Employees (including Shift worker 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.
- 4.98** Employees who:
- a. are required to work on the weekday following the Boxing Day public holiday or its substitute; and
  - b. receive the Extra At Sea Allowance for this day;
- will be provided with one day 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, in addition to any time off in lieu provided to the Employee under clause 4.97.

## **OVERTIME DUTY – FULL-TIME AND PART-TIME EMPLOYEES**

- 4.99** Employees (other than Shift worker Employees and Casual 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 clauses 4.102 and 4.103). However, travel time will not be paid as overtime. The entitlement to overtime meal allowance is contained in clause 6.2.
- 4.100** Overtime on a normal working day will normally only be allowed outside the Bandwidth (except for Shift worker Employees) or where an Employee is required by their Manager to continue work after they have completed 9 hours of work on that same day (excluding meal breaks). In exceptional circumstances where the Delegate assesses that overtime is appropriate, overtime may be approved by the Delegate within the Bandwidth for the period worked beyond 7 hours and 30 minutes.
- 4.101** Part-time Employees (other than Shift worker Employees) working at the APS 1 to APS 6 classification level who are required by their Manager to work outside their ordinary working hours will be paid at overtime rates (subject to clauses 4.102 and 4.103).

### **Option to Take Time Off in Lieu**

- 4.102** Where an Employee would prefer to take TOIL 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.
- 4.103** 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.

## Overtime – Rate of Payment

**4.104** Overtime duty is payable at the rates of the Employee's hourly salary outlined in Table 1.

**TABLE 1**

Overtime Period	Rate
Monday to Friday	For the first 3 hours, 150% (part hours worked will be rounded to the nearest 15 minutes) After 3 hours, 200%
Saturday	For the first 3 hours, 150% After 3 hours, 200%
Sunday	200%
Public holidays (within the Bandwidth, up to 7 hours and 30 minutes)	150% (as Employees are already receiving payment for the public holiday at single-time rates)
Public Holidays (outside the Bandwidth or over 7 hours and 30 minutes on one day)	250%

### Minimum Period for Overtime Payment on Weekends and Public Holidays

**4.105** Subject to clauses 6.3 to 6.9 (Restriction Allowance), where an Employee (excluding a Shift worker Employee or a Casual 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

**4.106** This clause only applies to Employees (other than Shift worker Employees and Casual 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 the rate of 200% of the Employee's hourly Salary. 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 equivalent to two hours of emergency duty.

### Overtime for Executive Level Employees

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

**4.108** Apart from the circumstances in clause 4.107, EL Employees, who are not Casual 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); and
- e. whether the extra duty is burdensome or unusually urgent compared with that undertaken by Employees at the same level.

## OVERTIME PENALTIES – CASUAL EMPLOYEES

**4.109** Casual Employees working at the APS 1 to APS 6 classification level will be paid casual overtime penalties when they:

- a. perform work on a Monday to Friday, outside the Bandwidth set under clauses 4.17, 4.18, and 4.73;
- b. perform work on a Saturday, Sunday, or Public Holiday; or
- c. perform work at the request of their Manager beyond the time of their agreed shift, on a Monday to Friday, within the Bandwidth set under clauses 4.17, 4.18, and 4.73.

**4.110** Casual Employees working at the EL1 or EL2 classification level may be paid casual overtime penalties in exceptional circumstances, as approved by the Delegate.

**4.111** Casual overtime penalties will be calculated based on the Casual Employee's usual rate of pay (being their base Salary and casual loading, paid in accordance with clause 5.4).

**4.112** Casual overtime penalties will be paid at the rates in Table 2, in addition to the Casual Employee's usual rate of pay (being their base Salary and casual loading, paid in accordance with clause 5.4).

**TABLE 2**

Overtime Period	Casual Overtime Penalty Rate
Monday to Friday	For the first 3 hours, 50% After 3 hours, 100%
Saturday	For the first 3 hours, 50% After 3 hours, 100%
Sunday	100%
Public holidays	150%

**4.113** Where:

- a. any part of a Casual Employee's shift falls between 6pm and 7pm on a Monday to Friday; or

- b. a Casual Employee performs work at the request of their Manager beyond the time of their agreed shift on a Saturday;

the Employee will not be paid less for that shift than they would be paid under the APS Enterprise Award.

## REST BREAK

**4.114** 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 at the rate of 200% of the Employee's hourly Salary until they have such a break.

## SHIFT WORK

**4.115** A Shift worker Employee is an Employee (other than a Casual Employee) at APS 1 to APS 6 level who is rostered to perform ordinary duty outside the period of 6:30am to 6:00pm on Monday to Friday and/or is rostered to work on Saturdays, Sundays or public holidays for an ongoing or fixed period. Shift worker Employees are not entitled to flextime as outlined in clauses 4.22 to 4.30. This definition does not prevent a Shift worker Employee from being a Part time Employee, including when returning from parental leave and requesting to work on a part-time basis under clause 4.77.

**4.116** Where for operational reasons the Delegate considers that Employees in a work area should be Shift workers, the Delegate may require an Employee to work these hours. The actual hours of work and rostering arrangements will be determined at the workplace (including any arrangements for working additional hours towards an accrued day off) by the local Manager after consultation with affected Employees.

**4.117** The Manager may remove an Employee or group of Employees from a shift work roster to work ordinary hours after consulting with affected Employees in accordance with clauses 2.18 to 2.21 and providing 28 days' notice. For Employees who have been Shift worker Employees for 4 years or more, Salary maintenance for a 3-month period (including the 28-day notice period) will be provided.

**4.118** Shift worker Employees will be paid the penalty rates outlined in Table 3.

**TABLE 3**

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%
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Further information is contained in the Department's Shift Work Policy.

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

### Rostering

**4.120** Except at the regular changeover of shifts a Shift worker Employee should not be required to work more than one shift in each 24 hours.

**4.121** The Department may change shift work 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.

**4.122** In the absence of consent or ten working days' notice of a roster change, 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.

**4.123** Shift worker Employees may exchange shifts or rostered days off with another Shift worker Employee by mutual agreement, and the consent of the Manager. Shifts and rostered days off must not be exchanged if the arrangement would entitle either Employee to an overtime payment.

**4.124** Where a public holiday occurs on a Shift worker Employee's rostered day off the Employee will be granted one day of leave in lieu of that public holiday within a month. If this is not practicable, they will be paid one day's pay at ordinary rates.

**4.125** Where Shift worker Employees 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 off in lieu credits prior to ceasing, they will receive payment for those credits.

### Shift Penalty Payments on Personal/Carer's Leave and Compassionate or Bereavement Leave

**4.126** Shift penalty payments will be paid to a Shift worker Employee for rostered shifts that the Employee is unable to work due to being absent on paid personal/carers leave, paid compassionate leave, or paid bereavement leave.

### Temporary Reassignment to Shift Work

**4.127** Where an Employee is temporarily reassigned to duties involving a shift work roster they will be paid shift penalties in accordance with clauses 4.115 to 4.126. If this shift work 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 5 – REMUNERATION

- 5.1** 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 flexible working arrangement.

### PAYMENT OF SALARY

- 5.2** Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the Employee's choice, based on their annual Salary using the following formula:

$$\text{Fortnightly Salary} = \frac{\text{Annual salary} \times 12}{313}$$

*Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12 year period*

- 5.3** Annual Salary rates for all Employees are set out in Schedules 1, 3 and 4 of this Agreement.

### Casual Loading

- 5.4** Remuneration for Casual Employees shall be on an hourly basis rounded up to the nearest 15 minutes. A Casual Employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this Agreement.
- 5.5** The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for Family and Domestic Violence Support.
- 5.6** A Casual Employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.

### Supported wage system

- 5.7** An Employee can get a percentage of the relevant pay rate in line with their assessed capacity to do work if they:
- a. have a disability;
  - b. meet the criteria for a Disability Support Pension; and
  - c. are unable to perform duties to the capacity required.
- 5.8** Specific conditions relating to the supported wage system are detailed in Schedule 5 of this Agreement.

### CLASSIFICATION AND BROADBANDING

- 5.9** 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):

- a. General APS 1 to APS 3 Broadband and APS 4, APS 5, APS 6, EL 1, and EL 2;
- b. Research Scientist, APS 6 to EL 2 Broadband;
- c. Legal Officer, APS 3 to APS 6 Broadband, EL 1, and EL 2;
- d. Public Affairs Officer, APS 4 to APS 5 Broadband, APS 6, EL 1, and EL 2;
- e. Head Office Antarctic Medical Practitioner: EL 1 and EL 2;
- f. Expeditioner Employees, APS 2, APS 3, APS 4, APS 5, APS 6, EL 1, and EL 2;
- g. Expeditioner Antarctic Medical Practitioner, EL 1 and EL 2; and
- h. Training, APS 1 to APS 5 Broadband:
  - i. Graduate: APS 3 to APS 5;
  - ii. Cadet: APS 1 and APS 3; or
  - iii. Apprentice: APS 1 to APS 2.

### Work Level Standards

**5.10** The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this Agreement, consistent with the Public Service Classification Rules 2000, made in accordance with section 23 of the PS Act.

### Head Office Antarctic Medical Practitioners

**5.11** 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).

**5.12** Access to pay points HO AMP 2.5 and 2.6 is restricted to the position of Chief Medical Officer, Polar Medical Unit, AAD.

### Expeditioner Antarctic Medical Practitioners

**5.13** 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

**5.14** 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);
- b. Senior Legal Officer (EL 1); or
- c. Principal Legal Officer (EL 2).

**5.15** Salary progressions within the broadbanded Legal Officer 1 level (see Schedule 1 of this Agreement) and within each of the other designations in clause 5.14 are in accordance with clauses 5.58 to 5.63 of this Agreement.

### **APS 1 to APS 3 Employee Broadband**

**5.16** Employees may progress through the APS 1-3 broadband in the General Employment Stream (see Schedule 1 of this Agreement) in accordance with clauses 5.58 to 5.63 of this Agreement.

### **Public Affairs Officers**

**5.17** 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 (Broadband from APS 4 and APS 5);
- b. Public Affairs Officer Grade 2 (APS 6);
- c. Public Affairs Officer Grade 3 (EL 1);
- d. Senior Public Affairs Officer Grade 1 (EL 2); or
- e. Senior Public Affairs Officer Grade 2 (EL 2).

**5.18** Salary progression within the Broadband Public Affairs Officer Grade 1 level (see Schedule 1 of this Agreement) and within each of the other designations in clause 5.17 are in accordance with clauses 5.58 to 5.63 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**

**5.19** The Research Scientist employment stream is a Broadband from the APS 6 level to the EL 2 level (see Schedule 1) and comprises the following designations:

- a. Research Scientist (Broadband 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).

**5.20** Salary progression within the Research Scientist, the Senior Research Scientist and the Principal Research Scientist designations will occur in accordance with clauses 5.58 to 5.63 of this Agreement.

**5.21** 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**

**5.22** 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.

**5.23** 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.

#### **DCCEEW Graduates**

**5.24** Employees engaged with the local title of DCCEEW Graduate will enter the Department at the APS 3 classification level within the Training Broadband. If the Delegate is satisfied that a DCCEEW Graduate's performance has meet expectations their Salary will be advanced to the next training pay point on 1 September (see Schedule 3 for Training Broadband pay points). On successful completion of the Graduate Program as determined by the Delegate, a DCCEEW Graduate will be advanced to the APS 5.1 pay point.

#### **Cadets**

**5.25** 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.

**5.26** 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.

**TABLE 4**

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

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

#### **Apprentices**

**5.28** 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.

**5.29** Apprentices will be paid the greater of:

- a. the rate of pay 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 the employee is currently studying, rounded up to the nearest dollar, as per Table 5; or
- b. the amount the employee would be entitled to be paid under the APS Enterprise Award.

**TABLE 5**

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

**5.30** 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 5.29.

## **SALARY INCREASE**

**5.31** Salary rates will be as set out in Schedule 1 to this Agreement.

**5.32** The base Salary rates in Schedule 1 include the following increases:

- a. 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024);
- b. 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025); and
- c. 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).

**5.33** In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in Schedule 1 were calculated based on base Salary rates as at 31 August 2023.

**5.34** Allowance rates will be as set out in Schedule 2. Salary related allowances have been increased in line with base Salary increases. Expense related allowances will increase in line with the annual percentage change in the all groups Consumer Price Index from the most recently released December quarter, as published by the Australian Bureau of Statistics.

## SALARY SETTING

- 5.35** Where an Employee is engaged, moves to or is promoted in the Department, the Employee's Salary will be paid at the minimum of the Salary range of the relevant classification, unless the Secretary determines a higher Salary within the relevant Salary range under these Salary setting clauses.
- 5.36** The Secretary may determine the payment of Salary at a higher value within the relevant Salary range of the relevant classification and the date of effect at any time.
- 5.37** In determining a Salary under these Salary setting clauses, the Secretary will have regard to relevant factors including the Employee's experience, qualifications and skills.
- 5.38** Where an Employee commences ongoing employment in the Department immediately following a period of non-ongoing employment in the Department for a specified term or task, the Secretary will determine the payment of the Employee's Salary within the relevant Salary range of the relevant classification which recognises the Employee's prior service as a Non-ongoing Employee in the Department.
- 5.39** Where an Employee commences ongoing employment in the immediately following a period of casual employment in the Department, the Secretary will determine the payment of Salary within the relevant Salary range of the relevant classification which recognises the Employee's prior service as a Casual Employee in the Department.
- 5.40** Where an APS Employee moves to the Department at level from another APS Agency, and their Salary is above the maximum of the Salary range for their classification, the Secretary will maintain the Employee's Salary at that level, until it is absorbed into the Salary range for that classification.
- 5.41** Where the Secretary determines that an Employee's Salary has been incorrectly set, the Secretary may determine the correct Salary and the date of effect.

### Salary on Reduction

- 5.42** 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

- 5.43** The Department and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a. the agreement 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 Employee in relation to one or more of the matters mentioned in clause 5.43(a) and
- c. the arrangement is genuinely agreed to by the Department and Employee.

**5.44** The Department must ensure that the terms of the individual flexibility arrangement:

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

**5.45** The Department must ensure that the individual flexibility arrangement:

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

**5.46** The Department must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**5.47** The Department or Employee may terminate the individual flexibility arrangement:

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

**5.48** The Department and Employee are to review the individual flexibility arrangement at least every 12 months.

## OVERPAYMENTS

**5.49** An overpayment occurs if the Secretary (or the Department) provides an Employee with an amount of money to which the Employee was not entitled (including but not limited to Salary, entitlements, allowances, travel payment and/or other amount payable under this Agreement).

**5.50** Where the Secretary considers that an overpayment has occurred, the Secretary will provide the Employee with notice in writing. The notice will provide details of the overpayment.



- 5.51** If an Employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Secretary in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the Employee's response has been reviewed.
- 5.52** If after considering the Employee's response (if any), the Secretary confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the Department in full by the Employee.
- 5.53** The Secretary and the Employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the Employee's circumstances and any potential hardship to the Employee. The arrangement will be in writing.
- 5.54** The Department and Employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- 5.55** Interest will not be charged on overpayments.
- 5.56** Nothing in clauses 5.49 to 5.55 prevents:
- a. the Department from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - b. the Department from pursuing recovery of the debt through other available legal avenues; and
  - c. the Employee or the Department from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## **SALARY PACKAGING**

- 5.57** 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.

## **INCREMENTAL ADVANCEMENT (SALARY PROGRESSION)**

- 5.58** Employees (except Casual Employees) will receive an annual increase in their Salary 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 most recent annual performance review as at least meets expectations (further information is contained in the Department's Performance Policy);
  - b. they are not already at the highest pay point of their substantive and, if applicable, acting classification level(s); and

- c. they have been at their current pay point (substantive or acting level) for an aggregate of at least six months of eligible service (including periods outlined in clause 5.62) during the Employee's most recent performance management cycle.

- 5.59** Employees who are acting at a higher classification, and satisfy the relevant eligibility criteria at that classification, will be eligible for Salary progression at both their substantive and acting classifications.
- 5.60** Despite clause 5.58, where an Employee has less than six months aggregate eligible service during their most recent performance management cycle, the Secretary may exercise their discretion under clause 5.36 of this Agreement to set the Employee's Salary at a higher level.
- 5.61** 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 Performance Policy.
- 5.62** Subject to clause 5.633, eligible service for Salary progression includes:
- a. paid leave;
  - b. personal/carer's leave without pay for personal illness/injury;
  - c. Defence Reserve leave without pay;
  - d. paid or unpaid parental leave;
  - e. periods of unpaid leave that count as service;
  - f. service while employed on a Non-Ongoing basis; and
  - g. work in another Commonwealth agency if the Employee's supervisor in that agency provides an assessment of the Employee that indicates satisfactory performance.
- 5.63** During a period of unpaid Parental Leave, Employees will be eligible to advance a maximum of one pay point, regardless of the length of the Employee's unpaid Parental Leave.

## EMPLOYER SUPERANNUATION CONTRIBUTIONS

### Superannuation

- 5.64** The Department will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 5.65** Employer superannuation contributions will be paid on behalf of Employees during periods of paid leave that count as service.
- 5.66** The Department will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the Department's payroll system.

### Method for calculating superannuation salary

- 5.67** The Department will provide an employer contribution of 15.4 per cent of the Employee's Fortnightly Contribution Salary (FCS) for Employees in the Public Sector Superannuation Plan (PSSap) and Ordinary Time Earnings for Employees in other accumulation funds.

**5.68** Employer contributions will be made for all Employees covered by this Agreement.

**5.69** Employer contributions will not be reduced by any other contributions made through Salary sacrifice arrangements.

**Payment during unpaid parental leave**

**5.70** Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the Employee is a member of the PSSap, and up to a maximum of 52 weeks where the Employee is a member of an accumulation fund other than PSSap.

## PART 6 – ALLOWANCES AND REIMBURSEMENTS

- 6.1** 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

- 6.2** 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 4.99 to 4.113.

### RESTRICTION ALLOWANCES

- 6.3** An Employee (excluding AAD Employees where clauses 6.10 to 6.12 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 who works flextime, the hours of 8.30 am to 5.00 pm Monday to Friday, excluding public holidays and the Christmas closedown; and
  - c. an EL Employee, their ordinary hours of work.
- 6.4** An Employee required to be on restriction under clause 6.3 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.
- 6.5** 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.
- 6.6** 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.
- 6.7** 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.
- 6.8** 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.
- 6.9** 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**

- 6.10** Where the relevant Manager (Delegate) determines that there is a requirement for an Employee to be contactable and available to work extra duty in direct support of Antarctic operations on a regular, extensive and continuing basis, that Employee will be paid a restriction allowance at the rate in 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 Normal Location of Work or another location to perform duties of up to three hours where necessary. If an Employee receives the AAD Restriction Allowance under this clause, no other allowance is payable in respect of their restriction. 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 in a day. This allowance does not count as Salary for superannuation purposes.
- 6.11** Where the Employee is unavailable for restriction for more than a day the restriction allowance will cease for the period when they are unavailable.
- 6.12** 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 ALLOWANCES**

### **At Sea Allowance**

- 6.13** An Employee required to perform duty At Sea overnight, who is not eligible for Extra At Sea Allowance or Antarctic Duty Allowances under Part 10 of this Agreement, will be paid At Sea Allowance as set out in Schedule 2 of this Agreement.

### **Extra At Sea Allowance**

- 6.14** Extra At Sea Allowance will be paid at the rates set out in Schedule 2 of this Agreement to an Employee for the period they are required to perform duties At Sea that require:
- a. an average of at least 10 hours' duty per day; and
  - b. a total period of more than 24 hours At Sea.
- 6.15** Extra At Sea Allowance is paid in recognition of an Employee's confinement aboard a vessel and the additional hours of duty an Employee may be required to work.
- 6.16** The parties acknowledge that an Employee may receive Extra At Sea Allowance for only part of the period that they are At Sea, when they are only required to perform duties that require them to work an average of at least 10 hours per day for part of the period they are At Sea. However, when an Employee would otherwise receive the Extra At Sea Allowance, but does not work on a day to manage fatigue:
- a. Extra At Sea Allowance will continue to be paid on that day; and

b. that day will not count in calculation of the average hours contemplated in clause 6.14(a).

**6.17** An Employee who is paid Extra at Sea Allowance is not eligible for Antarctic Duty Allowances, overtime or any other penalty payment in respect of the period of duty At Sea for which they receive Extra at Sea Allowance. However, receipt of Extra at Sea Allowance does not prevent a period of duty At Sea from being considered a Period of Antarctic Duty for any other purpose.

**6.18** A Delegate may approve payment of Extra at Sea Allowance for duty At Sea which does not meet the requirements set out in clause 6.14, having regard to the duty At Sea which is required to be performed, including operational requirements.

## **CAMPING ALLOWANCE**

**6.19** 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.

**6.20** 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 4:00pm.

## **CADET ALLOWANCE**

**6.21** 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**

**6.22** A community language allowance will be paid where the Secretary determines that an Employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the Employee meets the required level of competency set by the Secretary. Further information is included in Department's Community Language Allowance policy.

**6.23** The allowance is paid at the rates in Schedule 2, in accordance with the Employee's level of competency as outlined in Table 6.

**TABLE 6**

<b>Rate</b>	<b>Standard</b>
1	An Employee who has adequate language skills, as determined by an individual or body approved by the Secretary, for simple communication.
2	An Employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Secretary.

- 6.24** The allowance is calculated annually and paid fortnightly.
- 6.25** The full allowance is payable regardless of flexible work and part-time arrangements.
- 6.26** The allowance is payable during periods of paid leave.
- 6.27** The allowance counts as Salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## **DEPARTMENTAL LIAISON OFFICER ALLOWANCE**

- 6.28** 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**

- 6.29** The Delegate may approve financial assistance in the form of reimbursement to an Employee undertaking an approved course of study, including reimbursement of:
- a. 100% of course fees for study relevant to the Department's strategic priority areas; or
  - b. 50% of course fees for other study relevant to the Employee's role.
- 6.30** The Department may approve financial assistance in the form of up-front payment of 100% of course fees for study undertaken by First Nations Employees, where the study is relevant to the Department's strategic priority areas or the Employee's role.
- 6.31** Employees on leave without pay remain eligible to be granted financial assistance provided by clauses 6.29 and 6.30.
- 6.32** The Delegate may approve some financial assistance to an Employee in the form of an up-front payment rather than a reimbursement if the Employee is experiencing financial hardship or is unable to complete coursework due to circumstances beyond their control.
- 6.33** Further information in relation to study assistance is contained in the Department's Study Assistance Policy.

## **WORKPLACE RESPONSIBILITY ALLOWANCE**

- 6.34** Employees are entitled to this allowance, at the rate set in Schedule 2, if they have been appointed by the Delegate (or, in the case of Health and Safety Representative, elected in accordance with the WHS Act) 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; and
  - e. Mental Health First Aid Officer.

- 6.35** The full allowance is payable regardless of flexible work and part-time arrangements. Casual Employees who are eligible to receive a workplace responsibility allowance will be paid the full amount of the allowance where they work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.
- 6.36** Where an Employee holds two or more roles listed in clause 6.34 they are only entitled to one allowance, unless the Secretary approves the payment of more than one allowance to meet operational requirements. First Aid Officer and Emergency Warden roles may not be undertaken simultaneously, due to conflicting role requirements in emergency situations.
- 6.37** An Employee's physical availability to undertake the role will be considered by the Department when appointing and reappointing Employees to these roles. This is noting not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken.

## **OUTDOOR WORK ALLOWANCE**

- 6.38** 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.
- 6.39** Receipt of the Outdoor Work Allowance does not preclude an Employee from receiving the Workplace Responsibility Allowance.
- 6.40** 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 Workplace Responsibility Allowance as a First Aid Officer while they remain in the same workplace and retain the appropriate First Aid qualification.
- 6.41** 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**

- 6.42** Employees who are required regularly to work outdoors and are not provided with boots or 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 under this clause may be provided up to the cap for a hat or the cap for boots (as applicable) listed in Schedule 2 of this Agreement. Reimbursement is subject to presentation of receipts and Delegate approval.

## **DIVING ALLOWANCE**

- 6.43** 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

- 6.44** 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

- 6.45** 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

- 6.46** 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

- 6.47** 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

- 6.48** 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 ASSISTANCE

- 6.49** Where an existing Employee is required to relocate at the request of the Department (such as on promotion or movement to or within, or separation from the Department), the Employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
- 6.50** Where an Employee is required to relocate on engagement with the Department, the Employee will be provided with financial relocation assistance.
- 6.51** Reasonable expenses associated with the relocation include:

- a. the cost of transport of the Employee, dependants and partner by the most economical means;
- b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the Employee, dependants and partner;
- c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
- d. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

**6.52** Additional relocation assistance may be considered at the Secretary's discretion.

## **DEPENDANT CARE REIMBURSEMENTS**

### **Vacation Assistance**

**6.53** 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**

**6.54** 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 Location of Work 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.

**6.55** Reimbursement of expenses under clause 6.54 is subject to the Employee obtaining prior approval from the Delegate.

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

**6.57** Reimbursement of costs will take into account any government subsidy provided to the Employee.

## **EYESIGHT TESTING/SPECTACLE REIMBURSEMENT**

**6.58** 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.

**6.59** 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**

**6.60** 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.

## **PROFESSIONAL MEMBERSHIPS**

**6.61** An Employee's professional memberships, registration and/or accreditation fees will be met where the Delegate determines that the membership, registration or accreditation is an essential requirement for the Employee's role.

## PART 7 – LEAVE PROVISIONS

### PRINCIPLE

- 7.1** 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.
- 7.2** 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.
- 7.3** All references to leave entitlements in Part 7 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 flexible working arrangement.
- 7.4** Wherever possible, prior approval for leave will be obtained and the type of leave disclosed. The Department recognises this may not always be possible, including in the circumstances outlined in clause 3.25. If an Employee is absent from duty without approval, or seeking approval as soon as practicable, 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

- 7.5** Where an Employee moves into the Department from another APS Agency where they were an Ongoing Employee, the Employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
- 7.6** Where an Employee is engaged in the Department immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the Employee's unused accrued annual leave and personal/carer's leave will be recognised unless the Employee received payment in lieu of those entitlements on cessation of employment.
- 7.7** Where an Employee is engaged as an Ongoing Employee in the Department, and immediately prior to the engagement the person was employed as a Non-ongoing APS Employee (whether in the Department or another APS Agency), at the Employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
- 7.8** Where an Employee is engaged as a Non-ongoing APS Employee, and immediately prior to the engagement the person was employed as a Non-ongoing APS Employee (whether in the Department or another agency) at the Employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
- 7.9** Where an Employee is engaged as an Ongoing Employee in the Department, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 7.6), the Secretary will recognise any unused accrued personal/carer's leave at the Employee's request. The Secretary will advise the Employee of their ability to make this request.

- 7.10** Where an Employee is engaged as an Ongoing Employee in the Department, and immediately prior to the engagement the person was employed by a State or Territory Government, the Secretary may recognise any unused personal/carer's leave, provided there is not a break in continuity of service.
- 7.11** For the purposes of clauses 7.5 to 7.10, an Employee with a break in service of less than 2 months is considered to have continuity of service.

## **RE-CREDITING OF LEAVE**

- 7.12** When an Employee is on:

- a. annual leave;
- b. purchased leave;
- c. defence reservist leave;
- d. First Nations Ceremonial leave;
- e. NAIDOC leave;
- f. cultural leave; or
- g. long service leave, and

and they become eligible for, under legislation or this Agreement:

- h. personal/carer's leave;
- i. compassionate or bereavement leave;
- j. jury duty;
- k. emergency services leave;
- l. leave to attend to Family and Domestic Violence Circumstances; or
- m. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave,

the affected period of leave will be re-credited.

- 7.13** When an Employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
- 7.14** Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## **ANNUAL LEAVE**

- 7.15** Employees (excluding Casual Employees) will accrue the equivalent of 4 weeks (20 days or 150 hours) annual leave for each full year of service. Annual leave will accrue daily, and be credited to Employees at least monthly. Employees may apply to use their annual leave as it accrues.
- 7.16** 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.

- 7.17** 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.
- 7.18** 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.
- 7.19** The Delegate may grant an Employee annual leave at either full or half pay, where sufficient credit is available. The Delegate can determine that leave cannot be taken at half-pay where an Employee's annual leave exceeds two years of accrual. 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**

- 7.20** 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**

- 7.21** Where an Employee's annual leave is cancelled or an Employee is recalled to duty, the Employee will be reimbursed travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source. Evidence of these costs may be requested.

#### **Additional Annual Leave for Shift Workers**

- 7.22** Shift workers 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 Shift workers working on a Sunday on a standard roster, not to Employees who are not Shift workers working overtime on Sunday.

#### **Payment of Annual Leave Credits on Exit from APS**

- 7.23** 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. Higher duties allowance is regarded as Salary for payment in lieu of annual leave where it is certified that the Employee would have continued to act at the higher classification beyond the date of exit.

### **PURCHASED LEAVE**

- 7.24** All Employees (excluding Casual Employees, 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

- 7.25** An Employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 7.26** The minimum period during which long service leave can be taken is seven calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in clause 7.12 of this Agreement.

## PERSONAL/CARER'S LEAVE

- 7.27** Employees will be entitled to 20 days (150 hours) personal/carer's leave for each full year of service (pro-rata for part-time Employees).
- 7.28** For Ongoing Employees, personal/carer's leave will be credited as follows.
- a. Personal/carer's leave credits equivalent to the entitlement for one full year of service will be provided upon the Employee's commencement with the Department if they are new to the APS.
  - b. When an Employee has not received a credit under clause 7.28(a), or 12 months after an Employee has received a credit under clause 7.28(a), personal/carer's leave will accrue daily and be credited at least monthly.
- 7.29** For Non-ongoing Employees, personal/carer's leave will be credited as follows.
- a. Where a Non-ongoing Employee does not have a personal/carer's leave credit upon their commencement with the Department (including under clauses 7.5 to 7.11), they will be provided a credit equivalent to the lesser of:
    - i. the entitlement for one full year of service; or
    - ii. the entitlement for the period of service of their non-ongoing engagement if the non-ongoing engagement is less than 12 months.
  - b. A Non-ongoing Employee will accrue personal/carer's leave daily, and it will be credited to them at least monthly, if the Employee has not received a credit under clause 7.29(a), or after the shorter of:
    - i. 12 months from the Employee has received a credit under clause 7.29(a)(i); or
    - ii. the Employee's initial non-ongoing engagement has ended.
- 7.30** A Casual Employee may be absent without pay when not fit for work due to personal illness or injury. A Casual Employee may access 2 days unpaid carer's leave per occasion, consistent with the NES and clause 7.45.
- 7.31** The Delegate may approve an Employee to anticipate future personal/carer's leave credits for Employees in exceptional circumstances where their current personal/carer's leave credits have been exhausted.
- 7.32** 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.

- 7.33** All personal/carer's leave entitlements will be recorded and deducted in hours and minutes.
- 7.34** Personal/carer's leave may be used for any period, including periods of one day or less. The Delegate may approve an Employee 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.
- 7.35** Personal/carer's leave cannot be converted to Salary and cashed out upon termination of employment.
- 7.36** Employees may take personal/carer's leave for purposes of personal illness/injury, emergency caring or support purposes, and for unexpected emergencies, including:
- a. attending health appointments or accompanying a member of the Employee's Family (including a household member) or, where agreed by the Delegate, a close friend to a health appointment;
  - b. managing a chronic condition;
  - c. care or support of a member of the Employee's Family (including a household member) or, where agreed by the Delegate, a close friend, who has an illness or injury affecting them or where the other person is affected by an unexpected emergency or requires assistance;
  - d. attending to urgent household matters or repairs; and
  - e. when the Employee is unable to organise alternative care for their child or their usual childcare arrangements are unexpectedly disrupted.
- 7.37** For the purposes of clause 7.36, reasons a person may require care or support include, but are not limited to:
- a. having a medical condition (including when they are in hospital);
  - b. having a mental illness;
  - c. having a disability;
  - d. being frail or aged; or
  - e. that they are a child (not limited to a child of the Employee).

#### **Production of Supporting Evidence**

- 7.38** For absences of greater than 3 consecutive days, Employees may be requested to provide supporting evidence. This period will be extended to 4 days in localities that are long distances from a suitable doctor, subject to the approval of the Delegate.
- 7.39** If the number of days of personal/carer's leave taken without supporting evidence exceeds 10 days in the preceding 12-month period, the Delegate may request the Employee to provide evidence for any further absences. The Delegate must inform the Employee in advance of any request for supporting evidence for further absences.
- 7.40** Acceptable evidence for an application for personal/carer's leave includes:



- a. 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;
- b. a statutory declaration made by the Employee providing a reasonable level of detail to allow the Delegate to assess the leave application; or
- c. another form of evidence agreed to by the Secretary.

**7.41** A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

**7.42** 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.

**7.43** 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.

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

**7.44** 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.

#### **Unpaid Carer's Leave**

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

### **BEREAVEMENT AND COMPASSIONATE LEAVE**

#### **Compassionate leave**

**7.46** Employees will be eligible for 3 days paid compassionate leave on each occasion when:

- a. a member of their Family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
- b. the Employee or their Partner has a miscarriage.

**7.47** An Employee may be asked to provide evidence to support their absences on compassionate leave.

**7.48** Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

**7.49** For Casual Employees, compassionate leave is unpaid.

#### **Bereavement leave**

**7.50** Employees will be eligible for 3 days paid bereavement leave on each occasion when:

- a. a member of their Family (including a member of their household) or someone they had a close personal relationship with dies;

- b. a child is stillborn, where the child was a member of their Family (including a member of their household).

- 7.51** Employees may take 3 or more days of paid bereavement leave to attend a funeral, at the discretion of the Delegate. This leave is in addition to the leave provided under clause 7.50.
- 7.52** An Employee may be asked to provide evidence to support their absences on bereavement leave.
- 7.53** Bereavement leave provided under clause 7.50 for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 7.54** For Casual Employees, bereavement leave is unpaid.

## **CRISIS LEAVE**

- 7.55** 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 DUTY**

- 7.56** Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 7.57** Full and Part-time Employees will be released from duty on their full rate of pay. Payment for Casual Employees will be as per the relevant state or territory legislation.
- 7.58** For the purposes of clause 7.57, full rate of pay is to be as if the Employee was at work.
- 7.59** The Employee is required to inform their Manager before they are released from duty and provide evidence of the need to attend.
- 7.60** If the Employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the Department for the period of absence. This will be administered as an overpayment in accordance with clauses 5.49 to 5.56.

## **LEAVE TO ATTEND PROCEEDINGS**

- 7.61** An Employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 7.62** An Employee who is not covered under clause 7.61, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the Employee and the Department.
- 7.63** An Employee may otherwise be granted paid or unpaid miscellaneous leave by the Secretary if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the Employee may elect to use accrued annual leave, flex leave or time off in lieu.

**7.64** The Secretary may refuse to release an Employee from duty having regard to business requirements and whether the Employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## **DEFENCE SERVICE SICK LEAVE**

**7.65** An Employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an Employee's medical condition is as a result of either:

- a. war-like service; or
- b. non-war like service.

**7.66** An eligible Employee can get 2 types of credits:

- a. an initial credit of 9 weeks (45 days) defence service sick leave (pro rate for Part-time Employees) will apply as at the following dates, whichever is later:
  - i. they start employment with the APS; or
  - ii. DVA certifies the condition; and
- b. an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time Employees).

**7.67** An Employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.

**7.68** Unused annual credits can be built up to 9 weeks.

**7.69** An Employee cannot use annual credits until the initial credit is exhausted.

**7.70** Defence service sick leave is paid and counts as service for all purposes.

## **PARENTAL LEAVE**

**7.71** A Primary Caregiver, Secondary Caregiver and ML Act is defined in the definitions section.

**7.72** An Employee who is a Primary Caregiver or Secondary Caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend Non-ongoing employment where the employment period remaining is less than 24 months. An Employee is only eligible for parental leave with pay as either a Primary Caregiver or a Secondary Caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.

**7.73** For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant Employee will be as required by the ML Act.

**7.74** Conditions in this Agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this Agreement.

## Payment during parental leave

- 7.75** An Employee is entitled to parental leave with pay as per clauses 7.77 and 7.78 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the Employee's parental leave period will lapse. An Employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this Agreement during the parental leave period that would otherwise be without pay.
- 7.76** Employees newly engaged or who have moved to the Department from another APS Agency are eligible for the paid parental leave in clauses 7.77 and 7.78 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the Employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 7.77 and 7.78, the balance is available to the Employee.
- 7.77** An Employee who is a Primary Caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 7 below.

**TABLE 7: Primary Caregivers – circumstances for paid parental leave**

Paid leave entitlement under the ML Act	Additional parental leave with pay under this Agreement for the Primary Caregiver
12 weeks' paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

- 7.78** An Employee who is a Secondary Caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 8 below.

**TABLE 8: Secondary Caregivers – amount of paid parental leave**

Period which coincides with the parental leave period for the Secondary Caregiver	Parental leave with pay under this Agreement
Date of commencement of this Agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided

Period which coincides with the parental leave period for the Secondary Caregiver	Parental leave with pay under this Agreement
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

**7.79 Flexibility.** Parental leave with pay, whether provided as maternity leave under the ML Act or under this Agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.

**7.80 Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the Employee's weekly hours at the time of the absence.

**7.81 Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of Salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

#### Adoption and long-term foster care

**7.82** An Employee who is a Primary Caregiver or Secondary Caregiver is entitled to parental leave in accordance with this Agreement for adoption or long-term foster care, provided that the child:

- is under 16 years of age as at the day (or expected day) of placement;
- has not lived continuously with the Employee for a period of six months or more as at the day (or expected 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 spouse or de facto partner.

**7.83** Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes. 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.

#### Still birth

**7.84** Parents of a stillborn child remain eligible for parental leave, except for paid leave for the Secondary Caregiver which is two weeks.

**7.85** A stillborn child is a child:

- who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more;
- who has not breathed since delivery; and

- c. whose heart has not beaten since delivery.

### **Pregnancy loss leave**

- 7.86** A pregnant Employee who experiences, or an Employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
- 7.87** Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.

### **Premature birth leave**

- 7.88** In circumstances of a live birth before 37 weeks' gestation a pregnant Employee, or an Employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this Agreement, noting the parental leave period commences on the child's date of birth.

### **Transitional provisions**

- 7.89** Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the Employee may postpone their paid premature birth leave otherwise payable under clause 7.88 until after the legislated paid maternity leave is used.

### **Permanent Care Order Leave**

- 7.90** An Employee who is a Primary Caregiver or Secondary Caregiver is entitled to parental leave in accordance with this Agreement for a formal Permanent Care Order (PCO), long term care order or similarly termed order, provided that a new PCO is made 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 one period of parental leave.

## **DEFENCE RESERVIST LEAVE**

- 7.91** The Secretary will give an Employee leave with or without pay to undertake:
- a. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - b. Australian Defence Force Cadet obligations.
- 7.92** An Employee who is a Defence Reservist can take leave with pay for:
- a. up to 4 weeks (20 days) in each financial year (pro rata for Part-time Employees); and
  - b. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro rata for Part-time Employees).
- 7.93** Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 7.94** An Employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:

- a. Australian Navy Cadets;
- b. Australian Army Cadets; and
- c. Australian Air Force Cadets.

**7.95** In addition to the entitlement at clause 7.92 paid leave may be granted to an Employee to attend an interview or medical examination in connection with the enlistment of the Employee in a Reserve Force of the Defence Force.

**7.96** Paid defence reservist leave counts for service.

**7.97** Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.

**7.98** Unpaid leave taken over 6 months counts as service, except for annual leave.

**7.99** An Employee will not need to pay their tax free ADF Reserve Salary to the Department for any reason.

## **EMERGENCY RESPONSE LEAVE**

**7.100** In line with section 108 of the FW Act, an Employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:

- a. the time engaged in the activity;
- b. reasonable travelling time; and
- c. reasonable recovery time.

**7.101** Full-time and Part-time Employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Secretary may provide additional emergency response leave with or without pay.

**7.102** For the purposes of clause 7.101, full rate of pay is to be as if the Employee was at work.

**7.103** Paid leave may be refused where the Employee's role is essential to the Department's response to the emergency.

**7.104** An Employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.

**7.105** The Secretary may approve reasonable paid or unpaid leave for ceremonial duties and training.

**7.106** Emergency response leave, with or without pay, will count as service.

## **COMMUNITY SERVICE LEAVE**

**7.107** The Delegate may grant a reasonable amount of leave without pay to undertake community volunteering for organisations registered with Volunteering Australia, subject to the operational requirements of the Employee's workplace.

## CULTURAL, CEREMONIAL AND NAIDOC LEAVE

**7.108** 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.

### NAIDOC Leave

**7.109** All Employees may access up to one day of paid leave per calendar year, to participate in NAIDOC week activities.

**7.110** NAIDOC leave can be taken in part days.

**7.111** In jointly managed national parks, First Nations Employees may participate in NAIDOC ceremonies in their communities as part of their normal working duties, subject to operational demands.

### First Nations ceremonial leave

**7.112** First Nations Employees may access up to 10 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

**7.113** The Secretary may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.

**7.114** First Nations ceremonial leave can be taken as part days.

**7.115** First Nations ceremonial leave is in addition to compassionate and bereavement leave.

**7.116** Employees may also access purchased, annual and flex leave for ceremonial purposes.

**7.117** First Nations Employees attending non-Department-sponsored NAIDOC activities are eligible to apply for ceremonial leave and/or leave for NAIDOC ceremonies under clause 7.109.

### Cultural leave

**7.118** The Secretary may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the Employees' particular faith or culture.

**7.119** The Secretary may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

**7.120** Cultural leave can be taken as part days.

**7.121** For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 7.112.

## STUDY LEAVE

**7.122** Employees undertaking approved studies may apply for up to 150 hours of leave with pay for each 12 month period in which approved study is undertaken. Further information is contained in the Department's Study Assistance Policy.

**7.123** Employees undertaking approved external studies, distance education and/or study activities related only to the preparation and presentation of a thesis may apply for leave with 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. Study leave granted under this clause may be in addition to study leave granted under clause 7.122.

**7.124** 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.

#### **First Nations Study Leave**

**7.125** First Nations 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 Assistance Policy.

**7.126** Employees who have access First Nations study leave under clause 7.125 are not entitled to also claim paid study leave under clause 7.122.

#### **AT SEA RECUPERATION LEAVE**

**7.127** An Employee is entitled to At Sea Recuperation leave where the Employee returns from a period of duty At Sea which required the Employee to perform an average of 10 hours' duty per day worked for at least 7 consecutive days.

**7.128** At Sea Recuperation leave is calculated at the rate of one day for each completed period of 7 days' duty At Sea, up to a maximum of five days in respect of any period of duty At Sea. Only days when the Employee is required to perform an average of 10 hours' duty per day will count towards the 7-day periods, but the continuity of these periods will not be broken while an Employee is At Sea. The calculation of At Sea Recuperation Leave will not be impacted by substitution of Public Holidays or the Christmas Closedown.

**7.129** At Sea Recuperation leave must be taken within 2 weeks of an Employee returning from a period of duty At Sea, or a longer period approved by a Delegate to meet operational requirements. Where an Employee does not utilise their entitlement to At Sea Recuperation leave within this period, the entitlement is taken as being utilised and does not convert to a monetary entitlement or increase an Employee's annual leave accrual.

#### **MISCELLANEOUS LEAVE (WITH AND WITHOUT PAY)**

**7.130** Miscellaneous leave with pay or without pay may be approved by the Delegate. Casual Employees may be granted miscellaneous leave with pay, including for the purposes of Family and Domestic Violence support and otherwise by Government directive.

**7.131** Miscellaneous leave without pay may generally be granted for a maximum period of 12 months. Periods of miscellaneous leave without pay for periods longer than 12 months will be considered in exceptional circumstances.

**7.132** Further information about miscellaneous leave is contained in the Department's Leave Policy.

**7.133** 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 8 – WORKFORCE MANAGEMENT

### LEARNING AND DEVELOPMENT

**8.1** The Department is committed to:

- a. ensuring that Employees have the skills and knowledge they require to perform their duties and contribute to a diverse and safe workplace;
- b. supporting the career development of Employees; and
- c. providing access to appropriate learning and development opportunities and training relevant to the Employee's role during work hours, where reasonably practicable, and where operational requirements permit.

### PROBATION

**8.2** 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

**8.3** All Employees covered by this Agreement (other than Expeditioner Employees who are subject to clauses 10.36 to 10.37, Casual Employees and Non-ongoing Employees on contracts of less than three months) are required to participate in the Department's Performance process. The process 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 Performance Policy.

**8.4** 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 Underperformance Policy.

**8.5** 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.

## HIGHER DUTIES

- 8.6** Where a role needs to be filled for 1 working week or more, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
- 8.7** Higher duties allowance will be equal to the difference between the Employees' current Salary and the Salary that would be payable if they were promoted to the higher classification, or as otherwise determined by the Secretary.
- 8.8** Where an Employee is found to be eligible for Salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The Employee's Salary level will be retained for all future periods of acting regardless of elapsed time.
- 8.9** Where an Employee is assigned only part of the higher duties, the Secretary will determine the amount of allowance payable.
- 8.10** Higher duties allowance will be payable while an Employee is acting at a higher classification as part of a job sharing arrangement where the duration of the arrangement is 1 working week or more..
- 8.11** The Secretary may shorten the qualifying period for higher duties allowance on a case-by-case basis.
- 8.12** Higher duties allowance will be paid during periods of leave or for a public holiday where the Delegate determines that the Employee would have continued to temporarily occupy the role but for the leave or the public holiday.
- 8.13** Where the period in which an Employee will be undertaking higher duties is extended (and the extended period adjoins the initial period), both periods will be regarded as one period.

## Temporary Reassignment to SES Duties

- 8.14** 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

- 8.15** 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.
- 8.16** The Delegate will give consideration to the Department's operational requirements and the Employee's reasons for requesting the temporary reassignment, including circumstances.

## REDEPLOYMENT AND REDUNDANCY

- 8.17** 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.

- 8.18** 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.
- 8.19** 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.
- 8.20** The Delegate will advise Employees who are formally declared as 'excess to requirements', as soon as practicable.
- 8.21** 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.
- 8.22** The claims of Excess Employees for ongoing positions at their substantive level will be considered prior to any decision to notify vacancies in the Australian Public Service Gazette.
- 8.23** Employees who have been declared excess or have been formally advised that they are potentially excess will be assisted to explore redeployment options.
- 8.24** The Delegate will take all reasonable steps, including appropriate training, consistent with the interests of the efficient administration of the Department, to move an Excess Employee to a suitable vacancy at the same level within the Department.
- 8.25** 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**

- 8.26** 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.
- 8.27** 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.
- 8.28** Where an Employee has elected not to accept an offer under this option, the standard redundancy provisions of this Agreement, starting at clause 8.29, will then apply.

### **Voluntary Redundancy**

- 8.29** Where the Delegate invites an Excess Employee to elect for voluntary redundancy, the Employee will have one month in which to make an election.

**8.30** Within two weeks of the beginning of the month referred to in clause 8.29 an Employee invited to elect for voluntary redundancy will be given information on the following:

- a. amount of severance pay, pay in lieu of notice and paid-up leave credits;
- b. options available to the Employee concerning superannuation;
- c. taxation rules applying to the various payments; and
- d. amount available to assist the Employee to seek financial advice.

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

**8.32** Where an election is made and the Delegate accepts the election, the Delegate will not give notice of termination before the end of the one-month period referred to in clause 8.29, unless the Employee chooses to waive the remainder of the period.

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

**8.34** Only one opportunity to elect for voluntary redundancy will be provided to an Excess Employee.

#### Period of Notice

**8.35** 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).

**8.36** 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 8.35.

#### Redundancy Pay

**8.37** 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.

**8.38** The minimum sum payable will be four weeks Salary and the maximum will be 48 weeks Salary.

**8.39** 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

**8.40** 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 recognized for long service leave purposes;
- d. service with the Australian Defence Force; and
- e. service in another agency, where such service is recognized 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.

**8.41** 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*.

**8.42** 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**

**8.43** For the purpose of calculating any payment under clauses 8.37 to 8.42, 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; and
- d. other allowances in the nature of Salary that are paid during periods of annual leave and on a regular basis.

## RETENTION PERIODS

**8.44** 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.

**8.45** If an Employee is entitled to a redundancy payment under the NES the retention period at clause 8.44 will be reduced by the Employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

### Commencement of Retention Period

**8.46** 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 8.30.

**8.47** 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

**8.48** 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

**8.49** 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

**8.50** 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.



**8.51** 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**

**8.52** Where the Delegate is satisfied that there is insufficient productive work available for the Excess 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 8.45), 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**

**8.53** Subject to clauses 8.54 to 8.55 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.

**8.54** 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.

**8.55** 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**

**8.56** Clauses 8.57 to 8.58 apply to Non-ongoing Employees, other than Expeditioner Employees.

**8.57** 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.

**8.58** 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 9. 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 9**

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

**8.59** 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

**8.60** 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, the PS Act, and any other relevant legislation.

## RESIGNATION

**8.61** An Employee may resign from their employment by giving the Secretary at least 14 calendar days' notice.

**8.62** At the instigation of the Secretary, the resignation may take effect at an earlier date within the notice period. In such cases, the Employee will receive paid compensation in lieu of the notice period which is not worked.

**8.63** The Secretary has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

**8.64** When an Employee dies, or the Secretary has directed that an Employee is presumed to have died on a particular date, subject to any legal requirements, the Secretary must authorise payments to the partner, dependants or legal representative of the former Employee, the amount to which the former Employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the Employee, those amounts. If payment has not been made within a year of the former Employee's death, it should be made to their legal representative.

## PART 9 – REMOTE SUPPORT

### REMOTE LOCALITIES ASSISTANCE

- 9.1** 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 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.
- 9.2** Employees stationed in the Department’s remote localities listed in Table 10 are eligible to receive assistance in the form of:
- a. 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 9.3 to 9.7;
  - b. additional leave as outlined in Table 10; and
  - c. Leave Fares Assistance (LFA) in accordance with clause 9.3 and clauses 9.15 to 9.18.

**TABLE 10**

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

- 9.3** For the purposes of the RLA rates, LFA (clauses 9.15 to 9.18) and reunion fares for Darwin (clauses 9.19 to 9.21), an eligible Dependant is a Dependant (as defined in Part 11) who also:
- a. has ordinarily resided with the Employee for the previous 12 months and
  - b. receives an income, if any, less than the national minimum wage.
- 9.4** RLA does not count as Salary for superannuation, long service leave in lieu or severance payment purposes.
- 9.5** 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

- 9.6** 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

- 9.7** 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

- 9.8** Only Employees who were employed at the Department's former remote localities (as at the dates set out in Table 11) will remain eligible, while they continue to work at those localities, to receive RLA as outlined in Schedule 2, Table 11 and in accordance with the provisions of clauses 9.3 to 9.7 of this Agreement.

**TABLE 11**

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

- 9.9** The provisions described in clause 9.8 and in Table 11 do not apply to Employees engaged, promoted or moved to the locations in Table 11 after the date provided for in Table 11. 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

- 9.10** 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

- 9.11** 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

- 9.12** 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

- 9.13** 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

### 9.14 Employees who:

- a. reside at:
  - i. Kakadu/Jabiru;
  - ii. Uluru-kata Tjuta; or
  - iii. Christmas Island or the Cocos (Keeling) Islands; and
- b. do not have the cost of their electricity met by the department.

will be paid an air conditioning subsidy for the period 1 September to 30 April each year as set out in Table 12:

**TABLE 12**

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

- 9.15** 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 9.3. 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.
- 9.16** 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 10.
- 9.17** 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.
- 9.18** 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

- 9.19** 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 9.3. This provision does not apply to Employees who would be eligible for LFA as per clause 9.8 or clauses 9.15 to 9.18 for the same period.

- 9.20** 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.
- 9.21** 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**

- 9.22** 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:
- a. 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
  - b. a qualified medical practitioner, dentist or medical specialist certifies the immediate necessity and essential nature of this treatment.

- 9.23** 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**

- 9.24** 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 member of the Employee's Family 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 member of the Employee's Family 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**

- 9.25** Where a dependent child of an Ongoing Employee stationed in a remote locality listed in Table 10 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.

**9.26** 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.

**9.27** 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.

**9.28** 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 9.15 to 9.18.

#### **Correspondence School Travel Assistance**

**9.29** 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**

**9.30** 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**

**9.31** 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 10 – ANTARCTIC DUTY PROVISIONS

- 10.1** All Employees required to participate in Periods of Antarctic Duty will be subject to the conditions of Part 10 of this Agreement. Where a distinction needs to be made, Employees on Antarctic duty are referred to as either:
- a. Expeditioner Employees: those whose work is predominantly performed in Antarctica and who are identified as such by the Delegate; or
  - b. 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.
- 10.2** 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 10.3.
- 10.3** 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.
- 10.4** 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

- 10.5** The classifications applicable to Expeditioner Employees are detailed in Schedule 4 of this Agreement.
- 10.6** 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

- 10.7** 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.
- 10.8** 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.
- 10.9** 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

**10.10** 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

**10.11** 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.

**10.12** 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.

**10.13** Voyages of five days or less are excluded from calculations for clause 10.12 and will not be considered as Periods of Antarctic Duty.

### ANTARCTIC DUTY ALLOWANCES

**10.14** 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 10.17 to 10.28 and as set out in Schedule 2.

**10.15** In accordance with clause 6.16, an Employee will not be paid the Antarctic Duty Allowances for a period when they are paid the Extra At Sea Allowance.

**10.16** 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

**10.17** 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

**10.18** 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

**10.19** 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

**10.20** Where, at the direction of the Delegate, an Employee is required to work in the circumstances detailed in clause 10.21 for at least seven consecutive days, an additional loading of 40 per cent of the Antarctic Duty Allowances being received will be paid.

**10.21** Clause 10.20 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).

### Basis of Calculation

**10.22** Antarctic Duty Allowances will be paid fortnightly, with Salary, from the Day of Embarkation until the Day of Disembarkation, using the formula:

**Fortnightly rate = annual allowance rate x 12 / 313.**

**10.23** The daily rate of the allowance is 1/14<sup>th</sup> of the fortnightly rate.

## OTHER ANTARCTIC ALLOWANCES

### Wintering Expeditioner Employees

**10.24** 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

**10.25** Subject to clauses 10.26 to 10.28, 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.

**10.26** 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.

**10.27** 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.

**10.28** 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

**10.29** The Delegate may offer a returning Expeditioner Employee a Salary at the next higher pay point in their classification (as set out in Schedule 4) 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.

### ANTARCTIC STATION ADDITIONAL RESPONSIBILITIES ALLOWANCE

**10.30** 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. Work Health Safety Officer;
- d. Environment Officer;
- e. Boat Master;
- f. Search and Rescue Leader; and/or
- g. 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

**10.31** Public holidays within Australia are defined at clause 4.81 of this Agreement. For the avoidance of doubt, Employees working in Antarctica, or on a voyage At Sea that is departing from or terminating in Hobart, will observe Hobart Public Holidays in accordance with clause 4.81.

**10.32** 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.

**10.33** The station/field/voyage leader and affected Employees will agree on another day being substituted if an Employee is required or requested to work on a public holiday.

### Superannuation

**10.34** The applicable Salary rate is considered to be Salary for superannuation purposes. Allowances specified at clauses 10.17 to 10.20, 10.24, 10.25 and 10.30 will be considered to be Salary for superannuation purposes, subject to the rules of the applicable superannuation scheme and prevailing legislation.

## Deductions from Pay

**10.35** 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

**10.36** 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).

**10.37** 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

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

**10.39** 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.

**10.40** 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.

**10.41** 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

**10.42** 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.

**10.43** Where the Department makes a decision to withdraw an Employee from a Period of Antarctic Duty for reasons other than misconduct, consideration will be given to the impact of that action on the individual, and:

- a. The Department will notify an Employee of a decision to withdraw them from a Period of Antarctic Duty as soon as practicable.
- b. Where practicable, the Department will afford Employees procedural fairness ahead of action being taken, by providing the Employee with an opportunity to reply to the reasons for the decision.
- c. Operational requirements, work health and safety considerations, and the wellbeing of the Antarctic station may require that action is taken ahead of procedural fairness being afforded. In this event, the Employee will be provided with the opportunity to respond to the reasons for the decision as soon as possible.
- d. Additionally, Employees may be entitled to review of decisions, including under section 33 of the PS Act.

#### **Termination of Expeditioner Employment – Reasons other than Misconduct**

**10.44** 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.

**10.45** 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 9. 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.

**10.46** 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**

**10.47** 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

**10.48** Annual leave will not be granted during a Period of Antarctic Duty, due to operational requirements associated with living and working in Antarctica.

**10.49** 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.

**10.50** 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 =  $(A \times 37.5 \times 4) / \text{number of days in a calendar year}$**

(where 'A' represents the number of days in a Period of Antarctic Duty).

## Pre-Departure Leave

**10.51** 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.

## Antarctic Duty Recuperation Leave

**10.52** 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; and/or
  - iii. other situations as determined by the Delegate.

**10.53** 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 10.52.

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

**10.55** 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.

**10.56** 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.



- 10.57** 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.
- 10.58** 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).
- 10.59** An Employee who receives At Sea Recuperation Leave in accordance with clause 7.127 of this Agreement, is not eligible for recuperation leave under clause 10.52 of the Agreement in respect of the same period of duty At Sea.

#### **Additional Time Off**

- 10.60** In further recognition of eligible duty described in clause 10.52, Employees will be granted time off without deduction from leave credits, calculated at the rate of one working day for each completed 7 days of eligible duty, to a maximum of 5 working days.
- 10.61** 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.
- 10.62** Additional time off must be taken within 3 months of the Employee's return to Australia; otherwise the Employee's entitlement to additional time off will be lost.
- 10.63** Where employment contracts are due to be completed earlier than 3 months after the Employee's return to Australia and before the Employee has had the opportunity to take the additional time off for the required period, payment in lieu of the amount of additional time off not taken will be made.

#### **COVERAGE OF MISCELLANEOUS EXPEDITIONER EXPENSES**

- 10.64** The Department will cover a range of reasonable expenses for Employees associated with their undertaking a Period of Antarctic Duty.
- 10.65** 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.
- 10.66** Where an Employee is required to reside in commercial accommodation in Hobart immediately before, or immediately after, undertaking a Period of Antarctic Duty, the Employee will be paid the Antarctic Expeditioner Expense Allowance, as set out in Schedule 2.
- 10.67** Where an Employee is required to reside in commercial accommodation in Hobart immediately before, or immediately after, undertaking a Period of Antarctic Duty, and this commercial accommodation does not include a kitchen and/or laundry facilities, the Employee will be paid the Additional Antarctic Expeditioner Expense Allowance, as set in Schedule 2. This is in addition to the allowance described in clause 10.66.

## EMPLOYEE ASSISTANCE PROGRAM

**10.68** The Department will provide 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 11 – INTERPRETATIONS/DEFINITIONS

The following definitions apply to this Agreement:

**AAD** means the Australian Antarctic Division of the Department of Climate Change, Energy, the Environment and Water.

**Agency Head** means the Secretary of the Department of Climate Change, Energy, the Environment and Water or the Secretary's delegate.

**Agreement** means the Department of Climate Change, Energy, the Environment and Water Enterprise Agreement 2024–2027.

**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.

**At Sea** means from the time a vessel leaves a wharf or anchorage at the start of a voyage until it returns to a wharf or anchorage at the completion of a voyage.

**APS** means the Australian Public Service.

**APS Employee** has the same meaning as in the PS Act.

**APS Agency** means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

**APS Consultative Committee** means the committee established by the APS Commissioner to consider matters pertaining to the APS employment relationship and of interest to the APS as a whole.

**Australian Defence Force Cadets** means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

**Bandwidth** means the span of hours during which an Employee can perform ordinary hours.

**Broadband** refers to the allocation of more than one approved classification by the Secretary to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A Broadband encompasses the full range of work value of the classifications contained within it.

**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.

**Cadet force** means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

**Casual Employee (Irregular or intermittent Employee)** is an Employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

**Classification or classification level** means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

**Child** means a biological child, adopted child, foster child, stepchild, step child or ward.

**Day of Embarkation**, for an **Employee or Expeditioner Employee**, means the day the ship or aircraft departs from the departure port or airport.

**Day of Disembarkation**, for an **Employee or Expeditioner Employee**, means the day the ship or aircraft arrives at the destination port or airport.

**De facto partner** means a person who, regardless of gender, is living in a common household with the Employee in bona fide, domestic, interdependent partnership, although not legally married to the Employee. This includes a former De facto partner.

**Delegate** means someone to whom a power or function has been delegated.

**Department** means the Department of Climate Change, Energy, the Environment and Water.

**Dependant** means the Employee's spouse or de facto partner, a child, parent or aged relative of the Employee or the Employee's spouse or de facto partner, who ordinarily lives with the Employee and who is substantially dependent on the Employee. Dependant also includes a child of the Employee who does not ordinarily live with the Employee but for whom the Employee provides substantial financial support.

**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 an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this Agreement (whether full time, part time or casual, ongoing or non-ongoing).

**Employee representative** means a person (whether an Employee or not) elected or chosen by an Employee, or elected or chosen by a group of Employees in a workplace, to represent the individual and/or collective views of those Employees in relation to a matter under this Agreement.

**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 Division Head, 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** means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the Employee;
- b. a child, parent, grandparent, grandchild, or sibling of the Employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the Employee;
- d. a member of the Employee's household; or
- e. a person with whom the Employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the Employee belongs.

**Family and Domestic Violence** has the same meaning as in section 106B(2) of the FW Act.

**Full-time Employee** means an Employee employed to work an average of 37 hours and 30 minutes per week in accordance with this Agreement.

**FW Act** means the *Fair Work Act 2009* as amended from time to time.

**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's direct manager who is usually the person to whom an Employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.

**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* as amended from time to time and any successor legislation.

**NES** means the National Employment Standards at Part 2-2 of the FW Act.

**Non-ongoing Employee** means an Employee engaged for a specified term or for the duration of a specified task in accordance with section 22(2)(b) of the PS Act, consistent with the FW Act.

**Normal Location of Work (or Usual Location of Work)** means:

- a. the office location identified in the Employee's letter of offer or other engagement documentation;
- b. if no office location is identified in the Employee's letter of offer or other engagement documentation, the office location notified to the Employee in writing by the Delegate;
- c. an alternative location, agreed between the Employee and the Delegate, on a temporary or permanent basis; or
- d. an alternative location notified to the Employee in writing by the Delegate after consultation in accordance with clause 2.4, on a temporary or permanent basis.

**Ongoing Employee** means an Employee engaged under section 22(2)(a) of the PS Act.

**Ordinary hours, duty or work** means an Employee's usual hours worked in accordance with this Agreement

and does not include additional hours.

**Parliamentary Service** means employment under the *Parliamentary Service Act 1999*.

**Partner** means, a spouse (including a former spouse) or De facto partner (including a former De facto partner).

**Part-time Employee** means an Employee employed to work less than an average of 37 hours and 30 minutes per week, which may include an average over a period defined by the Department in accordance with this Agreement.

**Performance Agreement** means the Department's Performance and Development process 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 Division Head, AAD 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.

**Primary Caregiver** for the purpose of the parental leave provisions in this Agreement means a pregnant Employee with an entitlement under the ML Act, or an Employee other than a Casual Employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

**PS Act** means the *Public Service Act 1999* as amended from time to time.

**Relevant Employee** means an affected Employee.

**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.

**Secondary Caregiver** for the purpose of the parental leave provisions in this Agreement means an Employee, other than a pregnant Employee or Casual Employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

**Secretary** means the Secretary of the Department of Climate Change, Energy, the Environment and Water.

**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.

# SCHEDULE 1 – CLASSIFICATION STRUCTURE AND PAY RATES

## GENERAL EMPLOYMENT STREAM

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Pay Point	Pay rates as at 31 August 2023	Pay rates from the later of commencement of the Agreement or 14 March 2024	Pay rates from 13 March 2025	Pay rates from 12 March 2026
APS 1	APS1-3.1	\$48,952	\$52,000	\$54,516	\$57,497
	APS1-3.2	\$51,888	\$53,964	\$56,015	\$57,920
	APS1-3.3		\$55,120	\$57,215	\$59,160
	APS1-3.4			\$57,787	\$60,946
APS 2	APS1-3.5	\$56,208	\$58,456	\$60,677	\$62,740
	APS1-3.6	\$59,509	\$61,889	\$64,241	\$66,425
	APS1-3.7	\$63,417	\$65,954	\$68,460	\$70,788
APS 3	APS1-3.8	\$63,867	\$66,422	\$68,946	\$71,290
	APS1-3.9	\$65,784	\$68,415	\$71,015	\$73,430
	APS1-3.10	\$68,960	\$71,718	\$74,443	\$76,974
	APS1-3.11	\$71,444	\$74,302	\$77,125	\$79,747
APS 4	APS4.1	\$72,002	\$74,882	\$77,728	\$80,371
	APS4.2	\$74,043	\$77,005	\$79,931	\$82,649
	APS4.3	\$78,386	\$81,521	\$84,619	\$87,496
APS 5	APS5.1	\$78,548	\$81,690	\$84,794	\$88,834
	APS5.2	\$80,902	\$84,138	\$87,335	\$90,304
	APS5.3	\$86,168	\$89,615	\$93,020	\$96,183
	APS5.4				\$96,829
APS 6	APS6.1	\$88,408	\$91,944	\$95,438	\$99,734
	APS6.2	\$91,057	\$94,699	\$98,298	\$101,640
	APS6.3	\$95,353	\$99,167	\$102,935	\$106,435
	APS6.4	\$100,378	\$104,393	\$108,360	\$112,044
EL 1	EL1.1	\$115,663	\$120,290	\$124,861	\$129,106
	EL1.2	\$118,802	\$123,554	\$128,249	\$132,609
	EL1.3	\$124,403	\$129,379	\$134,295	\$138,861
EL 2	EL2.1	\$136,118	\$141,563	\$146,942	\$151,938
	EL2.2	\$140,203	\$145,811	\$151,352	\$156,498
	EL2.3	\$144,408	\$150,184	\$155,891	\$161,191
	EL2.4	\$152,934	\$159,051	\$165,095	\$170,708
	EL2.5	\$158,149	\$164,475	\$170,725	\$176,530

## LEGAL OFFICER EMPLOYMENT STREAM

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Pay Point	Pay rates as at 31 August 2023	Pay rates from the later of commencement of the Agreement or 14 March 2024	Pay rates from 13 March 2025	Pay rates from 12 March 2026
APS 3	LO1.1	\$71,444	\$74,302	\$77,125	\$79,747
APS 4	LO1.2	\$78,386	\$81,521	\$84,619	\$87,496
APS 5	LO1.3	\$80,902	\$84,138	\$87,335	\$90,304
APS 6	LO1.4	\$85,832	\$90,199	\$94,563	\$99,734
APS 6	LO1.5	\$95,353	\$99,167	\$102,935	\$106,435
APS 6	LO1.6	\$103,145	\$107,271	\$111,347	\$115,133
EL 1	SLO1.1	\$115,663	\$120,290	\$124,861	\$129,106
EL 1	SLO1.2	\$122,365	\$127,260	\$132,096	\$136,587
EL 1	SLO1.3	\$133,603	\$138,947	\$144,227	\$149,131
EL 1	SLO1.4	\$141,651	\$147,317	\$152,915	\$158,114
EL 2	PLO1.1	\$150,189	\$156,197	\$162,132	\$167,644
EL 2	PLO1.2	\$154,657	\$160,843	\$166,955	\$172,631
EL 2	PLO1.3	\$163,620	\$170,165	\$176,631	\$182,636



## PUBLIC AFFAIRS OFFICER EMPLOYMENT STREAM

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Pay Point	Pay rates as at 31 August 2023	Pay rates from the later of commencement of the Agreement or 14 March 2024	Pay rates from 13 March 2025	Pay rates from 12 March 2026
APS4	PAO1.1	\$72,002	\$74,882	\$77,728	\$80,371
APS4	PAO1.2	\$78,386	\$81,521	\$84,619	\$87,496
APS5	PAO1.3	\$80,902	\$84,138	\$87,335	\$90,304
APS5	PAO1.4	\$85,960	\$89,398	\$92,795	\$95,950
APS6	PAO2.1	\$91,057	\$94,699	\$98,298	\$101,640
APS6	PAO2.2	\$93,790	\$97,542	\$101,249	\$104,691
APS6	PAO2.3	\$103,642	\$107,788	\$111,884	\$115,688
EL1	PAO3.1	\$115,663	\$120,290	\$124,861	\$129,106
EL1	PAO3.2	\$127,515	\$132,616	\$137,655	\$142,335
EL1	PAO3.3	\$136,118	\$141,563	\$146,942	\$151,938
EL1	PAO3.4	\$145,856	\$151,690	\$157,454	\$162,807
EL2	SPAO1	\$154,384	\$160,559	\$166,660	\$172,326
EL2	SPAO2	\$163,620	\$170,165	\$176,631	\$182,636

## HEAD OFFICE ANTARCTIC MEDICAL PRACTITIONER EMPLOYMENT STREAM

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Pay Point	Pay rates as at 31 August 2023	Pay rates from the later of commencement of the Agreement or 14 March 2024	Pay rates from 13 March 2025	Pay rates from 12 March 2026
EL1	HOAMP1.1	\$146,251	\$152,101	\$157,881	\$163,249
EL1	HOAMP1.2	\$164,533	\$171,114	\$177,616	\$183,655
EL2	HOAMP2.1	\$170,626	\$177,451	\$184,194	\$190,457
EL2	HOAMP2.2	\$188,909	\$196,465	\$203,931	\$210,865
EL2	HOAMP2.3	\$195,002	\$202,802	\$210,508	\$217,665
EL2	HOAMP2.4	\$213,284	\$221,815	\$230,244	\$238,072
EL2	HOAMP2.5	\$219,377	\$228,152	\$236,822	\$244,874
EL2	HOAMP2.6	\$249,846	\$259,840	\$269,714	\$278,884

## RESEARCH SCIENTIST EMPLOYMENT STREAM

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Pay Point	Pay rates as at 31 August 2023	Pay rates from the later of commencement of the Agreement or 14 March 2024	Pay rates from 13 March 2025	Pay rates from 12 March 2026
APS6	RS1.1	\$88,408	\$91,944	\$95,438	\$99,734
APS6	RS1.2	\$91,057	\$94,699	\$98,298	\$101,640
APS6	RS1.3	\$95,353	\$99,167	\$102,935	\$106,435
APS6	RS1.4	\$100,378	\$104,393	\$108,360	\$112,044
EL1	RS1.5	\$115,663	\$120,290	\$124,861	\$129,106
EL1	RS1.6	\$118,802	\$123,554	\$128,249	\$132,609
EL1	RS1.7	\$124,403	\$129,379	\$134,295	\$138,861
EL2	SRS1.1	\$132,155	\$137,441	\$142,664	\$147,515
EL2	SRS1.2	\$136,118	\$141,563	\$146,942	\$151,938
EL2	SRS1.3	\$141,651	\$147,317	\$152,915	\$158,114
EL2	SRS1.4	\$145,856	\$151,690	\$157,454	\$162,807
EL2	SRS1.5	\$150,189	\$156,197	\$162,132	\$167,644
EL2	SRS1.6	\$154,657	\$160,843	\$166,955	\$172,631
EL2	SRS1.7	\$163,620	\$170,165	\$176,631	\$182,636
EL2	PRS1.1	\$162,538	\$169,040	\$175,464	\$181,430
EL2	PRS1.2	\$169,091	\$175,855	\$182,537	\$188,743
EL2	PRS1.3	\$174,162	\$181,128	\$188,011	\$194,403
EL2	PRS1.4	\$183,622	\$190,967	\$198,224	\$204,964
EL2	SPRS1.1	\$190,149	\$197,755	\$205,270	\$212,249
EL2	SPRS1.2	\$195,855	\$203,689	\$211,429	\$218,618
EL2	SPRS1.3	\$201,730	\$209,799	\$217,771	\$225,175
EL2	SPRS1.4	\$212,017	\$220,498	\$228,877	\$236,659

## SCHEDULE 2 – ALLOWANCES

Allowances marked with a # are pro rata for part-time employees

### SALARY RELATED ALLOWANCES

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Clause reference	Allowance name	Rates as at 31 August 2023	Rates from the later of commencement of the Agreement or 14 March 2024	Rates from 13 March 2025	Rates from 12 March 2026
cl 6.10	AAD Restriction Allowance	\$27,097	\$28,181	\$29,252	\$30,247
cl 6.13	At Sea Allowance	\$124.01	\$128.97	\$133.87	\$138.42
cl 6.14	Extra At Sea Allowance	N/A	\$484	\$502	\$519
cl 6.19	Camping Allowance	\$124.01	\$128.97	\$133.87	\$138.42
cl 6.20	Additional Camping Allowance	\$33.23	\$34.56	\$35.87	\$37.09
cl 6.21	Cadet Allowance	\$1,296	\$1,348	\$1,399	\$1,447
cl 6.23	Community Language Allowance Rate 1	\$1,057	\$1,435	\$1,490	\$1,541
cl 6.23	Community Language Allowance Rate 2	\$3,490	\$3,630	\$3,768	\$3,896
cl 6.28	Departmental Liaison Officer Allowance #	\$21,986	\$22,865	\$23,734	\$24,541
cl 6.34	Workplace Responsibility Allowance	\$33.23	\$34.56	\$35.87	\$37.09
cl 6.38	Outdoor Work Allowance #	\$3,156	\$3,282	\$3,407	\$3,523
cl 6.43	Diving Allowance	\$37.83	\$39.34	\$40.84	\$42.23
cl 6.44	Krill and Marine Aquarium Maintenance Allowance	\$135.12	\$140.52	\$145.86	\$150.82
<b>Remote localities allowance #</b>					
cl 9.2	Norfolk Island - without dependents #	\$8,092	\$8,416	\$8,736	\$9,033
cl 9.2	Norfolk Island - with dependents #	\$11,898	\$12,374	\$12,844	\$13,281

cl 9.2	Kakadu/Jabiru - without dependents #	\$8,963	\$9,322	\$9,676	\$10,005
cl 9.2	Kakadu/Jabiru - with dependents #	\$12,692	\$13,200	\$13,702	\$14,168
cl 9.2	Christmas Island - without dependents #	\$11,502	\$11,962	\$12,417	\$12,839
cl 9.2	Christmas Island - with dependents #	\$16,658	\$17,324	\$17,982	\$18,593
cl 9.2	Uluru – Kata Tjuta - without dependents #	\$14,119	\$14,684	\$15,242	\$15,760
cl 9.2	Uluru – Kata Tjuta - with dependents #	\$20,624	\$21,449	\$22,264	\$23,021
cl 9.2	Cocos (Keeling) Islands - without dependents #	\$15,389	\$16,005	\$16,613	\$17,178
cl 9.2	Cocos (Keeling) Islands - with dependents #	\$22,606	\$23,510	\$24,403	\$25,233
cl 9.8	Darwin - without dependents #	\$2,875	\$2,990	\$3,104	\$3,210
cl 9.8	Darwin - with dependents #	\$5,276	\$5,487	\$5,696	\$5,890
cl 9.8	Booderee – without dependents #	\$2,016	\$2,097	\$2,177	\$2,251
cl 9.8	Booderee - with dependents #	\$3,082	\$3,205	\$3,327	\$3,440
<b>Leave Fares Assistance #</b>					
cl 9.8	Darwin #	\$2,745	\$2,855	\$2,963	\$3,064
cl 9.15	Norfolk Island #	\$2,269	\$2,360	\$2,450	\$2,533
cl 9.15	Kakadu/ Jabiru #	\$2,745	\$2,855	\$2,963	\$3,064
cl 9.15	Christmas Island #	\$3,023	\$3,144	\$3,263	\$3,374
cl 9.15	Uluru – Kata Tjuta #	\$2,378	\$2,473	\$2,567	\$2,654
cl 9.15	Cocos (Keeling) Islands #	\$2,988	\$3,108	\$3,226	\$3,336
<b>Darwin Reunion Fares Assistance #</b>					
cl 9.19	NT/SA #	\$2,745	\$2,855	\$2,963	\$3,064
cl 9.19	ACT #	\$3,715	\$3,864	\$4,011	\$4,147
cl 9.19	Qld #	\$2,805	\$2,917	\$3,028	\$3,131
cl 9.19	NSW #	\$3,099	\$3,223	\$3,345	\$3,459
cl 9.19	Vic #	\$3,179	\$3,306	\$3,432	\$3,549
cl 9.19	Tas #	\$3,628	\$3,773	\$3,916	\$4,049

cl 9.19	WA #	\$2,860	\$2,974	\$3,087	\$3,192
cl 10.17	Allowance in Lieu of Overtime - Expeditioner	\$32,669	\$33,976	\$35,267	\$36,466
cl 10.17	Allowance in Lieu of Overtime - Head office	\$32,669	\$33,976	\$35,267	\$36,466
cl 10.18	Common Duties Allowance - Expeditioner	\$16,336	\$16,989	\$17,635	\$18,235
cl 10.18	Common Duties Allowance - Head office	\$16,336	\$16,989	\$17,635	\$18,235
cl 10.19	Antarctic Allowance - Expeditioner	\$16,336	\$16,989	\$17,635	\$18,235
cl 10.19	Antarctic Allowance - Head office	\$16,336	\$16,989	\$17,635	\$18,235
cl 10.24	Wintering Allowance	\$1,740	\$1,810	\$1,879	\$1,943
<b>Returning expeditioner allowances</b>					
cl 10.25	1 prior season	\$2,899	\$3,015	\$3,130	\$3,236
cl 10.25	2 prior seasons	\$5,800	\$6,032	\$6,261	\$6,474
cl 10.25	3 prior seasons	\$8,698	\$9,046	\$9,390	\$9,709
cl 10.25	4 prior seasons	\$11,598	\$12,062	\$12,520	\$12,946
<b>Additional Responsibilities Allowances (Antarctic)</b>					
cl 10.30	Deputy Station Leader	\$7,582	\$7,885	\$8,185	\$8,463
cl 10.30	Deputy Field Leader	\$7,582	\$7,885	\$8,185	\$8,463
cl 10.30	Boat Master - Macquarie Islands	\$1,821	\$1,894	\$1,966	\$2,033
cl 10.30	Search and Rescue Leader	\$1,821	\$1,894	\$1,966	\$2,033
cl 10.30	Fire Chief	\$1,821	\$1,894	\$1,966	\$2,033
cl 10.30	Work Health and Safety Officer	\$1,821	\$1,894	\$1,966	\$2,033
cl 10.30	Environment Officer	\$1,821	\$1,894	\$1,966	\$2,033
cl 10.66	Antarctic Expeditioner Expense Allowance	N/A	\$30.00	\$31.14	\$32.05
cl 10.67	Additional Antarctic Expeditioner Expense Allowance	N/A	\$70.00	\$72.66	\$75.48

## EXPENSE RELATED ALLOWANCES

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Clause reference	Allowance name	Rates as at 31 August 2023	Rates from the later of commencement of the Agreement or 14 March 2024	Rates from 13 March 2025	Rates from 12 March 2026
cl 6.2	Overtime Meal Allowance	\$31.89	\$33.20	^	*
cl 6.42	Hat Allowance	\$186.43	\$194.07	^	*
cl 6.42	Boot Allowance	\$245.14	\$255.19	^	*
cl 6.53	Vacation Assistance (per child)	\$25.51	\$26.56	^	*

^ adjusted on 13 March 2025 in line with the annual percentage change in the all groups Consumer Price Index from December quarter 2024.

\* adjusted on 12 March 2026 in line with the annual percentage change in the all groups Consumer Price Index from December quarter 2025.

## SCHEDULE 3 – TRAINING BROADBAND

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Pay Point	Pay rates as at 31 August 2023	Pay rates from the later of commencement of the Agreement or 14 March 2024	Pay rates from 13 March 2025	Pay rates from 12 March 2026
APS1	Training 1	\$48,952	\$52,000	\$54,516	\$57,497
APS1	Training 2	\$51,888	\$53,964	\$56,015	\$57,920
APS1	Training 3	\$56,208	\$58,456	\$60,677	\$62,740
APS2	Training 4	\$59,509	\$61,889	\$64,241	\$66,425
APS2	Training 5	\$63,417	\$65,954	\$68,460	\$70,788
APS3	Training 6	\$63,867	\$66,422	\$68,946	\$71,290
APS3	Training 7	\$65,784	\$68,415	\$71,015	\$73,430
APS3	Training 8	\$68,960	\$71,718	\$74,443	\$76,974
APS3	Training 9	\$71,444	\$74,302	\$77,125	\$79,747
APS4	Training 10	\$72,002	\$74,882	\$77,728	\$80,371
APS4	Training 11	\$74,043	\$77,005	\$79,931	\$82,649
APS4	Training 12	\$78,386	\$81,521	\$84,619	\$87,496
APS5	Training 13	\$78,548	\$81,690	\$84,794	\$88,343
APS5	Training 14	\$80,902	\$84,138	\$87,335	\$90,304
APS5	Training 15	\$86,168	\$89,615	\$93,020	\$96,183



## SCHEDULE 4 – EXPEDITIONER CLASSIFICATIONS AND SALARY

### EXPEDITIONER ANTARCTIC MEDICAL PRACTITIONERS

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Pay Point	Pay rates as at 31 August 2023	Pay rates from the later of commencement of the Agreement or 14 March 2024	Pay rates from 13 March 2025	Pay rates from 12 March 2026
EL1	EAMP1.1	\$146,251	\$152,101	\$157,881	\$163,249
EL1	EAMP1.2	\$164,533	\$171,114	\$177,616	\$183,655
EL2	EAMP2.1	\$170,626	\$177,451	\$184,194	\$190,457
EL2	EAMP2.2	\$188,909	\$196,465	\$203,931	\$210,865
EL2	EAMP2.3	\$195,002	\$202,802	\$210,508	\$217,665
EL2	EAMP2.4	\$213,284	\$221,815	\$230,244	\$238,072

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

## EXPEDITIONER EMPLOYEES

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Pay Point	Pay rates as at 31 August 2023	Pay rates from the later of commencement of the Agreement or 14 March 2024	Pay rates from 13 March 2025	Pay rates from 12 March 2026
APS2	EXP1.1	\$63,301	\$65,833	\$68,335	\$70,658
APS2	EXP1.2	\$67,073	\$69,756	\$72,407	\$74,869
APS3	EXP1.3	\$71,068	\$73,911	\$76,720	\$79,328
APS3	EXP1.4	\$75,312	\$78,324	\$81,300	\$84,064
APS4	EXP1.5	\$79,801	\$82,993	\$86,147	\$89,076
APS4	EXP1.6	\$84,558	\$87,940	\$91,282	\$94,386
APS4	EXP2.1	\$77,767	\$80,878	\$83,951	\$86,805
APS4	EXP2.2	\$81,719	\$84,988	\$88,218	\$91,217
APS5	EXP2.3	\$85,876	\$89,311	\$92,705	\$95,857
APS5	EXP2.4	\$90,247	\$93,857	\$97,424	\$100,736
APS6	EXP2.5	\$94,838	\$98,632	\$102,380	\$105,861
APS6	EXP2.6	\$99,667	\$103,654	\$107,593	\$111,251
APS6	EXP2.7	\$104,743	\$108,933	\$113,072	\$116,916
EL1	EXP3.1	\$107,778	\$112,089	\$116,348	\$121,755
EL1	EXP3.2	\$112,780	\$117,291	\$121,748	\$125,887
EL1	EXP3.3	\$118,015	\$122,736	\$127,400	\$131,732
EL1	EXP3.4	\$123,500	\$128,440	\$133,321	\$137,854
EL2	EXP4.1	\$136,722	\$142,191	\$147,594	\$152,612
EL2	EXP4.2	\$145,012	\$150,812	\$156,543	\$161,865

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

## SCHEDULE 5 – SUPPORTED WAGE SYSTEM

This schedule defines the condition that will apply to Employees who, because of the effects of a disability, and 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* (Cth), 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](http://www.jobaccess.gov.au)).

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services 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 classification 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:

**TABLE: Applicable percentage of relevant Minimum wage paid to applicable Employees**

<b>Assessed Capacity</b>	<b>Percentage of Prescribed Award Rate</b>
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

Provided that the minimum amount payable to an Employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.

Where an Employee's assessed capacity is 10 per cent, 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 employer 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 employer parties to the assessment. 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, an employer 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 current weekly rate, as determined by the Fair Work Commission.

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 under this Schedule.



