



Australian Government
Department of Immigration
and Citizenship

Enterprise Agreement 2011–14



Enterprise Agreement

2011–14

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Part 1 – Technical matters

- 1.1 This Agreement will be known as the Department of Immigration and Citizenship Enterprise Agreement 2011-2014.

Parties bound

- 1.2 This Agreement is made under Chapter 2 of the *Fair Work Act 2009* and covers:

- the Secretary of the Department of Immigration and Citizenship, and
- employees referred to in clause 1.3 of this Agreement.

The Community and Public Sector Union and the Media, Entertainment and Arts Alliance will also be covered by this Agreement if Fair Work Australia notes this coverage in its decision to approve the Agreement.

Coverage

- 1.3 This Agreement applies to all non-SES employees within the department employed under the *Public Service Act 1999*.

Duration

- 1.4 This Agreement commences on the seventh day after notification is given by Fair Work Australia that the Agreement passes the 'Better Off Overall Test' requirements under the *Fair Work Act 2009*. This Agreement nominally expires on 30 June 2014.

Delegations

- 1.5 The Secretary may delegate any or all of his or her powers and functions under this Agreement, including this power of delegation, to departmental employees. Those with delegated power may exercise these delegations subject to any policy directions and conditions determined by the Secretary.

No extra claims

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

Policies and guidelines

- 1.7 The application of this Agreement is supported by departmental policies and guidelines, including but not limited to the workplace diversity plan. This Agreement prevails over the policies and guidelines to the extent of any inconsistency. Policies and guidelines which relate to this Agreement will be developed or varied in consultation with the National Staff Consultative Forum, and published on the department's intranet site. Any dispute over the application of policies and guidelines which support the application of this Agreement will be managed under the dispute resolution procedures at clause 1.8 of this Agreement.

Dispute resolution procedures

1.8 (1) If a dispute relates to:

- (a) a matter arising under this Enterprise Agreement, or
- (b) the National Employment Standards

the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager and/or management.

(2) If a resolution to the dispute has not been achieved after discussions have been held in accordance with subclause (1) above, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate, or through alternative dispute resolution methods.

(3) If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with subclauses (1) and (2) above, a party to the dispute may refer the matter to Fair Work Australia.

(4) Fair Work Australia may deal with the dispute in 2 stages:

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

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*. A decision that Fair Work Australia makes when arbitrating a dispute is also a decision for the purpose of Division 3 of Part 5.1 of that Act. Therefore, an appeal may be made against the decision.

(5) The department or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of the procedures in this term.

(6) Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the *Fair Work Act 2009*.

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

- (a) an employee must continue to perform his or her work as he or she would normally prior to the dispute arising, unless he or she has a reasonable concern about an imminent risk to his or her health or safety, and

- (b) an employee must comply with a direction given by the Secretary to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe, or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed, or
 - (iii) the work is not appropriate for the employee to perform, or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

(8) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with the procedures in this term.

(9) Any disputes under the department's previous Agreement (being the *Department of Immigration and Citizenship Enterprise Agreement 2010-2011*), or the National Employment Standards, that are unresolved at the date of commencement of this Agreement will be progressed under the procedures in this term.

1.9 The above dispute resolution procedures will also apply in respect of any occupational health and safety disputes in the department.

Review of actions

1.10 An employee may request a review of an action relating to their employment under section 33 of the *Public Service Act 1999* and the Public Service Regulations. Further information is available in the department's Review of Actions Guidelines.

Employee representation

1.11 The department recognises that employee(s) may, in matters concerning their employment, choose to have a representative of their choice, in which event the department will deal with that representative in good faith. For the avoidance of doubt, such a representative(s) may speak or act as an advocate on the employee's behalf. A person requested by an employee to represent their interests in dealings with managers may include an elected employee representative, a union workplace delegate or a work colleague.

Freedom of association

1.12 The department neither encourages nor discourages membership of organisations of employees. Employees are free to choose whether or not to join organisations of employees.

Definitions

1.13 Definitions applicable to this Agreement are outlined at Attachment A.

Part 2 – Consultation

- 2.1 The department is committed to effective consultation with employees and their representatives (including unions) through facilitating exchange of information, improving mutual understanding of matters affecting employees, and giving employees a genuine opportunity to influence the decision making process.

Consultation procedures

- 2.2 The department will consult with employees and their representatives on workplace matters affecting them, seek input on and consider these matters, provide feedback, and genuinely seek to reach agreement with employees and their representatives on these matters where the department has control, wherever possible before a decision is made.
- 2.3 To facilitate consultation on relevant matters, the unions that are covered by this Agreement may from time to time hold paid time meetings during working hours with affected employees to constructively discuss and gain feedback where:
- meeting arrangements are agreed to in advance by the Secretary, and
 - their timing and employee attendance will not have an adverse effect on operational requirements.
- 2.4 Nothing in the preceding clause precludes union right of entry access to the department's premises under the provisions of the *Fair Work Act 2009*.

Additional consultation procedures

- 2.5 These procedures apply in addition to (but not inconsistent with) the procedures outlined above.
- 2.6 (1) These procedures apply if:
- (a) a definite decision is made to introduce a major change in program, organisation, structure or technology of a work area of the department (other than where provision is already made elsewhere in this Agreement regarding a specific major change), and
 - (b) the major change is likely to have a significant effect on employees in that work area.
- (2) The department must notify the employees (and their representatives) in writing who are likely to be affected by the proposed changes, of the decision to introduce the major change.
- (3) The relevant employees may appoint a representative for the purposes of these procedures.

- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
 - (b) the employee or employees advise the department of the identity of the representative

the department must recognise the representative.

- (5) As soon as practicable after a definite decision is made, the department must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change, and
 - (ii) the effect the change is likely to have on the employees, and
 - (iii) measures the department is taking to avert or mitigate the adverse effect of the change on the employees, and
- (b) for the purposes of the discussion – provide, in writing, to the relevant employees (and their representatives):
 - (i) all relevant information about the change, including the nature of the change proposed, and
 - (ii) information about the expected effects of the change on the employees, and
 - (iii) any other matters likely to affect the employees.

- (6) The department is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The department must give prompt and genuine consideration to matters raised about the major change by the relevant employees or their representatives, including providing a written response to the relevant employees or their representatives where the matters they raise are provided to the department in writing.

(8) If a term in this Enterprise Agreement provides for a major change to production, program, organisation, structure or technology in relation to the department, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.

(9) Under these procedures, a major change is **likely to have a significant effect on employees** if it results in:

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

Consultation on initiatives and efficiency measures

- 2.7** The parties to this Agreement will work collaboratively over the life of the Agreement to identify initiatives and implement efficiency measures (including productivities delivered through APS-wide or portfolio initiatives) for the benefit of the department, its employees, its clients and other stakeholders. The parties agree that this ongoing process is not designed to undermine existing standards of employment conditions, nor unreasonably impact on staffing numbers. The department will consult with the NSCF on those arrangements most appropriate for the department and its employees to meet this objective.
- 2.8** The range of efficiency measures and initiatives to be considered may include but are not limited to:
- emerging people management issues, including streamlined recruitment practices
 - occupational health and safety, including healthy lifestyle initiatives
 - improving the department's capacity to provide high quality, cost effective advice and services to its key stakeholders
 - streamlining and/or centralising processes, and
 - all other productivity initiatives already identified throughout this Agreement.

National staff consultative forum and local forums

- 2.9** A National Staff Consultative Forum (NSCF) is established under this Agreement to facilitate the harmonious operation of this Agreement. Where the Secretary and the NSCF agree, the Terms of Reference of the NSCF may be varied during the life of this Agreement.
- 2.10** The NSCF will be made up of electorates with employee representatives. Employees will be provided with the opportunity to vote for an employee representative in an electorate. The department recognises the importance of employee representation in consultative forums and will provide appropriate support and paid time during working hours for employee representatives to meet their representational functions.
- 2.11** The NSCF is the national consultative body for matters involving the conditions of employment of the department's employees. It is responsible for monitoring and advising on the implementation, application and intent of the provisions of this Agreement. It provides an opportunity for senior management, employees and their nominated representatives to consult on the implications of legislative, funding, organisational, technological and procedural changes for employees, and to consult on the implementation of this Agreement. Its members will seek to reach agreement through a process of consultation and discussion. The NSCF may form sub-committees and working parties as required from time to time to deal with specific issues.

- 2.12** The NSCF will be consulted on the establishment of and changes to existing guidelines, policies or instructions that relate to the provisions of this Agreement. Other administrative guidelines, policies or instructions that relate to employment conditions of employees related to the provisions of this Agreement may also be referred to the NSCF for consultation.
- 2.13** There will be consultative forums in each State, Territory and National Office that provide an opportunity for the department, its employees and their nominated representatives to meet and discuss issues relating to employment matters arising in the State, Territory or National Office.
- 2.14** The NSCF will meet at least three times per year. Additional meetings may be convened when necessary. The NSCF may deal with matters without meeting.
- 2.15** The Secretary will nominate a representative as a first point of contact for managers, employees or employee representatives on matters arising out of the operation of this Agreement. This representative will also provide secretariat support for the NSCF.
- 2.16** The NSCF will be chaired by the Secretary or the Secretary's nominee and will consist of:
- three departmental representatives (in addition to the Chair)
 - elected employee representatives (consistent with clause 2.18 of this Agreement), and
 - up to a total of five representatives covering the unions that are covered by this Agreement (as determined by those parties), subject to the provisions of clause 2.17 of this Agreement and the *Fair Work Act 2009*.
- 2.17** Meetings of the NSCF will be at a time and place determined by the Secretary, and invitations to additional representatives may be made at the Secretary's discretion if issues of specific relevance to them are discussed, subject to the *Fair Work Act 2009*.
- 2.18** The electorate for the elected employee representatives are:
- National Office Business Groups (which will include overseas coverage and the ACT region) which will elect one representative each
 - NSW which will elect one representative
 - Victoria/Tasmania which will elect one representative
 - Queensland/Northern Territory which will elect one representative
 - Western Australia which will elect one representative, and
 - South Australia which will elect one representative.
- 2.19** Further information is available in the department's National Staff Consultative Forum Terms of Reference.

Workplace delegates

- 2.20** The role of union workplace delegates and other elected union representatives is to be respected and facilitated. Managers and workplace delegates must deal with each other in good faith.
- 2.21** In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:
- being treated fairly and to perform their role as workplace delegates without any discrimination in their employment
 - recognition by the department that endorsed workplace delegates speak on behalf of their members in the workplace
 - participation in collective bargaining on behalf of those who they represent, consistent with the *Fair Work Act 2009*
 - reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters related to the department during normal working hours
 - reasonable paid time to represent union members in the department at relevant union forums
 - reasonable access to the department's facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to the department's policies and protocols
 - emailing employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out' of receiving these emails
 - reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace
 - undertaking their role and having union representation on the department's workplace relations consultative committee
 - reasonable access to appropriate training in workplace relations matters, including training provided by a union
 - addressing new employees about union membership at the time they enter employment with the department
 - consultation, and access to relevant information about the workplace and the department, and
 - reasonable paid time to represent the interests of members to the department and industrial tribunals.
- 2.22** In exercising the above arrangements, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely effect on the efficient operation of the department and the provision of services by the Commonwealth.
- 2.23** For the avoidance of doubt, elected union representatives for the purposes of the above workplace delegate arrangements include APS employees elected to represent union members in representative forums including, for example, Section Secretaries, Governing Councillors and Section Councillors of the Community and Public Sector Union.

Part 3 – Remuneration

Salary increases

- 3.1 Employees will receive increases to base salary from:
- the beginning of the first full pay period commencing on or after the date of commencement of this Agreement
 - 5 July 2012 (payable on the pay day of 19 July 2012), and
 - 4 July 2013 (payable on the pay day of 18 July 2013).
- 3.2 The salary rates that will be paid as a result of these increases are detailed at Attachment B.

Classification structure

- 3.3 Employees will be classified according to the classification levels which are detailed at Attachment B.
- 3.4 Mandatory qualifications apply to all Legal Officer, Medical Officer and Public Affairs Officers positions. The department may introduce mandatory qualifications for other specialist positions as appropriate.
- 3.5 Employees in the training classifications of Graduate APS and Cadet APS (Indigenous Cadet) will be classified as APS Level 3 employees on the successful completion of their Graduate Development Program or cadet training (as applicable), at which time they will be salary advanced to the top point of the APS Level 3 salary range.

Loading for 'casual' employees

- 3.6 Non-ongoing employees who are engaged for duties that are irregular or intermittent (commonly referred to as 'casual' employees) receive a loading of 20 per cent in lieu of public holidays and paid leave, other than long service leave. Long service leave is accrued in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 3.7 This rate will apply except where the Secretary determines a higher rate in exceptional circumstances.

Pro-rata salary and conditions for part-time employees

- 3.8 Salary and other benefits, including leave, will be provided on a pro-rata basis to employees who work part-time unless otherwise provided for in this Agreement. For allowances of a reimbursement nature, part-time employees will receive the same amount as full time employees.

Salary point advancement (SPA)

3.9 Employees who are not at the top of their salary range and have a minimum of 12 months employment with the department, in their current (substantive) classification, are eligible to SPA to the next available salary point within that classification salary range where the employee has:

- achieved a PDA rating of at least 'effective' at the end of the performance assessment cycle prior to their SPA date, and
- not had their SPA date deferred due to other employment arrangements, for example, the effect of extended leave or a PDA rating of 'improvement needed'.

The above arrangements will apply until 1 April 2012, and include the Legal Officers and Public Affairs Officers broadbanded classifications.

3.10 On and from 1 July 2012, the department's PDA (or performance assessment) cycle will be on a financial year basis, that is, from 1 July to 30 June each year.

Ongoing employees will not be eligible to SPA from 2 April 2012 to 30 June 2012.

From the beginning of the first full pay period commencing on or after 1 July 2012, and each subsequent year, ongoing employees who are not at the top of their salary range at their current (substantive) classification, are eligible to SPA to the next available salary point within that classification salary range where they have:

- performed duties in DIAC at their current (substantive) classification level for an aggregate period of at least three continuous months during the preceding performance assessment cycle ending 30 June, and
- achieved a PDA rating of at least 'effective' at the end of the previous performance assessment cycle, and
- not had their SPA date deferred due to other employment arrangements, for example, the effect of extended leave or a PDA rating of 'improvement needed'.

The above arrangements also apply to the Legal Officers and Public Affairs Officers broadbanded classifications.

- 3.11** Ongoing employees who would normally otherwise be eligible to SPA from 2 April 2012 to 30 June 2012 (consistent with SPA eligibility arrangements at clauses 3.9 and 3.10), will be provided with the following one-off payment on the pay day of 5 July 2012:

APS Classification	Month that employee was due to SPA		
	April	May	June
APS Level 1	\$551	\$367	\$184
APS Level 2	\$475	\$317	\$158
APS Level 3	\$721	\$480	\$240
APS Level 4	\$775	\$517	\$258
APS Level 5	\$627	\$418	\$209
APS Level 6	\$1,319	\$879	\$440
Executive Level 1	\$1,273	\$848	\$424
Executive Level 2	\$1,455	\$970	\$485
Legal Officer	\$1,238	\$825	\$413
Senior Legal Officer	\$2,335	\$1,557	\$778
Principal Legal Officer	\$1,588	\$1,058	\$529
Public Affairs Officer 1	\$993	\$662	\$331
Public Affairs Officer 2	\$931	\$620	\$310
Public Affairs Officer 3	\$1,326	\$884	\$442
Senior PAO B	\$2,347	\$1,565	\$782
Senior PAO A	\$2,422	\$1,615	\$807
Medical Officer Class 2	\$2,533	\$1,689	\$844
Medical Officer Class 3	\$2,623	\$1,749	\$874
Medical Officer Class 4	\$1,719	\$1,146	\$573

The above payments do not count as salary for superannuation or long service leave purposes.

- 3.12** Non-ongoing employees who are not at the top of their salary range and have a minimum of 12 months employment with the department, in their current (substantive) classification, are eligible to SPA to the next available salary point within that classification salary range where they have:
- achieved a PDA rating of at least 'effective' at the end of the performance assessment cycle prior to their SPA date, and
 - not had their SPA date deferred due to other employment arrangements, for example, the effect of extended leave or a PDA rating of 'improvement needed'.

This clause does not affect the Secretary's discretion to determine salary on the commencement of each period of non-ongoing engagement.

- 3.13** With the Secretary's agreement, employees may advance one or more pay points within their substantive or broadbanded classification salary range, at any time within the performance assessment cycle, subject to the employee receiving a PDA rating greater than 'effective'.
- 3.14** Further information is available in the department's Performance Management policy.

Salary point advancement on higher duties

3.15 Until 1 April 2012, employees in receipt of higher duties allowance will be able to advance a salary point in the higher classification range where they have:

- been on higher duties for a cumulative period of 11 months (that is broken or continuous higher duties) within a 12 month period, and
- completed a PDA cycle and been rated as 'effective' or higher.

3.16 Employees in receipt of higher duties allowance will not be eligible to SPA from 2 April 2012 to 30 June 2012.

From the beginning of the first full pay period commencing on or after 1 July 2012, and each subsequent year, employees in receipt of higher duties allowances are eligible to SPA to the next available salary point in the higher duties classification range where they have:

- achieved a PDA rating of at least 'effective' at the end of the previous performance assessment cycle, and
- been on higher duties at that classification level for or an aggregate period of at least three continuous months in the preceding performance assessment cycle ending 30 June, and
- not had their SPA date deferred due to other employment arrangements, for example, the effect of extended leave or a PDA rating of 'improvement needed' are otherwise eligible in accordance with the department's Performance Management policy.

3.17 Ongoing employees who would normally otherwise be eligible to SPA on higher duties from 2 April 2012 to 30 June 2012 (consistent with SPA eligibility arrangements at clauses 3.15 and 3.16), will be provided with the following one-off payment on the pay day of 5 July 2012:

APS Classification	Month that employee was due to SPA		
	April	May	June
APS Level 1	\$551	\$367	\$184
APS Level 2	\$475	\$317	\$158
APS Level 3	\$721	\$480	\$240
APS Level 4	\$775	\$517	\$258
APS Level 5	\$627	\$418	\$209
APS Level 6	\$1,319	\$879	\$440
Executive Level 1	\$1,273	\$848	\$424
Executive Level 2	\$1,455	\$970	\$485
Legal Officer	\$1,238	\$825	\$413
Senior Legal Officer	\$2,335	\$1,557	\$778
Principal Legal Officer	\$1,588	\$1,058	\$529
Public Affairs Officer 1	\$993	\$662	\$331
Public Affairs Officer 2	\$931	\$620	\$310
Public Affairs Officer 3	\$1,326	\$884	\$442
Senior PAO B	\$2,347	\$1,565	\$782
Senior PAO A	\$2,422	\$1,615	\$807
Medical Officer Class 2	\$2,533	\$1,689	\$844
Medical Officer Class 3	\$2,623	\$1,749	\$874
Medical Officer Class 4	\$1,719	\$1,146	\$573

The above payments do not count as salary for superannuation or long service leave purposes.

- 3.18** Where an employee is also eligible for payment under clause 3.11, the employee is only eligible for the higher of the two payments at clauses 3.17 or 3.11.
- 3.19** The department will continue to manage higher duties in a fair and equitable manner. Consistent with this policy, breaks in higher duties will be managed fairly and consistent with operational requirements.
- 3.20** This salary point will be retained for any subsequent higher duties, as long as the gap between periods of acting is no more than 12 months.
- 3.21** An ongoing employee who achieves a rating of 'effective' or higher under their PDA whilst in receipt of higher duties allowance, will automatically advance a salary point at their substantive level, in accordance with clause 3.10 on and from 1 July 2012, if salary point advancement at their substantive level falls due while they are on higher duties.
- 3.22** With the Secretary's agreement, employees may advance one or more pay points within the higher classification salary range, at any time within the performance assessment cycle, subject to the employee receiving a PDA rating greater than 'effective'.

Salary on engagement, promotion, movement, reduction or termination of an individual industrial instrument

- 3.23** Where an employee is engaged by the department or moves from another APS agency to the department, they will be paid at the minimum point in the salary range of the relevant classification. The Secretary may however:
- authorise payment at a higher point within the range, where this is justified by the employee's experience, qualifications and skills, or
 - pay the employee within the range at a salary point immediately above their current salary, or
 - maintain the employee at the salary paid by their current APS agency (where this is above the salary range of the relevant classification) until this is overtaken by the department's pay increases or overtaken by salary point advancement.
- 3.24** Where an employee is no longer covered by an individual industrial instrument by virtue of the commencement of this Agreement, the Secretary may maintain the salary the employee was entitled to under that individual industrial instrument on commencement of this Agreement, or move the employee to the next available salary point in their classification range, whichever is the higher.
- 3.25** Where the salary levels are incorrect, the Secretary may determine the employee's salary at the correct point.

- 3.26** Employees who are promoted within the department and, in the preceding 12 months, have undertaken higher duties at the level to which they are promoted will, upon promotion, be paid a salary equivalent to the salary point they were being paid on higher duties.
- 3.27** Where an employee agrees in writing to perform the duties of a lower classification, the Secretary may determine that the employee be paid a salary applicable to the lower classification.

Method of payment

- 3.28** Employees will have their salary paid fortnightly in arrears by electronic funds transferred to a financial institution account of their choice.

Supported wage for employees with a disability

- 3.29** Eligible employees are to be paid the percentage of salary that corresponds to their assessed productive capacity, provided that the minimum amount payable is not less than \$79 per week or as otherwise determined by Fair Work Australia.
- 3.30** Further information is available in the department's Supported Salary for Employees with a Disability policy.

Superannuation – employer contributions

- 3.31** The department will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 3.32** Where employer contributions are to the default accumulation superannuation fund, the employer contribution will be 15.4% of the fortnightly superannuation contribution salary (or ordinary time earnings where an employee has exercised fund choice). Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements.

This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (eg. unable to accept contributions for people aged over 75).

- 3.33** Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service (with the exception of maternity leave without pay, parental leave without pay and adoption/foster leave without pay, for a period equal to a maximum of 52 weeks), unless otherwise prescribed by legislation.
- 3.34** The department may choose to limit superannuation choice to complying superannuation funds which:
- allow employee and/or employer contributions to be paid fortnightly through electronic fund transfer, and/or
 - make satisfactory arrangements for the acceptance of payments from the department and for information transfer between the department's payroll and the fund.
- 3.35** Further information is available in the department's Superannuation policy.

Salary advances and overpayments

- 3.36** The Secretary may approve the advance payment of salary to an employee upon request in some circumstances.
- 3.37** Where an employee has been provided with payment and/or entitlements to which the employee was not entitled (including salary, leave, travel payment and/or other amount payable under this Agreement), which effectively represents an overpayment, a debt will be considered to be created to the Commonwealth. Where it is established that an employee owes a debt, that debt must be repaid to the department in full by the employee.
- 3.38** Where an overpayment has occurred, the department will:
- a) notify the employee in writing as soon as practicable that the debt exists
 - b) provide details on why the debt occurred and the amount involved, and
 - c) explain the proposed recovery arrangements.

The department will endeavour to reach agreement with the employee on settling the debt, and employees will be cooperative and reasonable in respect of the recovery arrangements.

- 3.39** Recovery arrangements will take into account the nature and amount of the debt, the employee's financial circumstances and any potential hardship to the employee.
- 3.40** Where an employee agrees in writing, the department is entitled to make deductions from the employee's remuneration for the purpose of recovering the debt. This includes making deductions from an employee's salary, allowance, leave balance and/or other amount (including final entitlements) which would otherwise be payable to the employee under this Agreement.

Where an employee seeks to dispute the amount of the debt, they will immediately bring this to the department's attention and follow up in writing within seven calendar days of receiving the relevant debt notice. In this event, the department will not take further action until the dispute is settled.

- 3.41** Nothing in the preceding clause prevents:
- the department from pursuing recovery of the debt through other available legal avenues, or
 - the employee or the department from seeking approval to waive the debt under the *Financial Management and Accountability Act 1997*.

Salary packaging

- 3.42** Ongoing employees are able to elect to salary package all benefits that are exempt from Fringe Benefits Tax or are concessionally treated under Fringe Benefit Tax arrangements. Non-ongoing employees may elect to salary package superannuation only.

- 3.43** Salary for superannuation, redundancy and termination purposes for employees entering into salary packaging arrangements will be determined as if these arrangements did not exist.
- 3.44** Further information is available from the department's outsourced salary packaging provider.

Part 4 – Working hours

- 4.1** This Agreement aims to achieve Object 3(d) of the *Fair Work Act 2009* by assisting employees to balance their work and family responsibilities by providing for flexible working arrangements. Accordingly, applications for flexible working conditions will only be declined for genuine operational reasons and the employee will be provided with reasons in writing.
- 4.2** This Agreement provides for the flexible working of hours through standard flextime, variable working hour arrangements, roster and shift work arrangements. Managers and employees are required to work within these provisions to ensure that employees are available to meet operational requirements. Further information is available in the department's Working Hours policy.
- 4.3** The pattern of attendance at work by individual employees will be based on operational requirements, and will take into account the personal circumstances of employees and occupational health and safety issues.
- 4.4** Employees may be requested or required to work reasonable additional hours, including overtime. An employee may refuse to work additional hours if the additional hours are unreasonable having regard to:
- any risk to the employee's health and safety
 - the employees' personal circumstances, including any family responsibilities
 - the needs of the workplace
 - the notice given by the department of the additional hours and by the employee of any intention to refuse it, and
 - any other relevant matter.
- 4.5** Time spent undertaking activities that constitute an employee performing official duties on behalf of the department, either in Australia or offshore, will be recognised as working hours.

Hours of duty

- 4.6** With effect from the beginning of the first full pay period commencing on or after the date of commencement of this Agreement, full time employees work a standard week of 37 hours 30 minutes (or 75 hours a fortnight) with a standard working day length of 7 hours 30 minutes.
- 4.7** The standard hours of duty are:
- 8.30am to 12.30pm and 1.30pm to 5.00pm, Monday to Friday, or
 - 8.00am to 12.00pm and 1.00pm to 4.30pm, Monday to Friday in the Northern Territory

or other standard hours of duty agreed between the Secretary and relevant employees in a team or work group (such agreement will be in writing, and the Secretary or relevant employees in the team or work group may terminate the agreement with at least 2 weeks notice).

- 4.8** Where an employee works roster arrangements, their total number of hours over a roster cycle will be equal to the employee's standard week of 37 hours 30 minutes multiplied by the number of weeks in the applicable roster cycle.
- 4.9** Where operational reasons require it, employees may be requested to work longer than the standard working day.
- 4.10** An employee cannot be directed to work longer than 7 hours 30 minutes per day if working a standard working day or longer than their nominated working hours if working variable working hours, except when working overtime or in exceptional circumstances.
- 4.11** As a general rule, employees should not work more than 10 hours in a day.

Service delivery hours

- 4.12** In determining service delivery hours and any related roster arrangements, the Secretary will consider:
- business and client needs
 - the impact of any new arrangements on employees, including ensuring that individual employee working hours are not increased because of any change to opening hours, and
 - appropriate supervision and access to IT and other departmental support services.
- 4.13** When changes or increases to service delivery hours and roster arrangements are being contemplated, the Secretary will consult with employees and, where they choose, their representatives, prior to making a decision on any change to current arrangements.
- 4.14** In developing strategies to resource any changed or increased hours to service delivery, the Secretary will take into account, following consultation with employees:
- the offering of opportunities for existing employees in the affected area to voluntarily move to changed hours
 - inviting employees from other areas to work the changed hours
 - the providing of opportunities for employees to negotiate part-time arrangements in line with changed service delivery hours, and
 - the canvassing of shift or department initiated variable hours.

Flexitime

- 4.15** During the life of this Agreement, in consultation with the National Staff Consultative Forum, the department will implement an on-line flexitime recording system to improve the quality and reconciliation of attendance and leave recording by employees.

When implemented, it will be mandatory for all APS1-6 and equivalent employees (excluding shift workers and overseas employees) to utilise this on-line flexitime recording system as the department's standard system for recording attendance.

- 4.16** Flextime is the framework within which an employee's pattern of attendance can be varied from standard hours. It is available to all APS1-6 and equivalent employees, including those on variable hours agreements but not those working shift work, employed at overseas posts or those required to work standard hours.
- 4.17** A flextime settlement period is the equivalent of four standard working weeks or 150 hours over a four week period for full time employees, or the equivalent of the employee's working hours over a four week period for part-time employees as per their part-time work arrangements.
- 4.18** Employees and managers in areas with client service obligations may reach agreement on non shift work rosters that enable client service needs to be met between the hours of 8.00am to 6.00pm, Monday to Friday, consistent with employees maintaining reasonable access to flextime.
- 4.19** Access to flextime arrangements will not apply:
- where a manager reasonably considers an employee is misusing the arrangements, or
 - in any period during which an employee is ineligible to receive payment because of an unauthorised absence.
- 4.20** Where flextime arrangements no longer apply, employees will revert to standard hours of duty.
- 4.21** Access to flextime arrangements will be restored where the manager is satisfied that the circumstances requiring the removal of access to flextime no longer apply.
- 4.22** Further information is available in the department's Working Hours policy.

- Flextime bandwidth

- 4.23** Flextime is worked within the following flextime bandwidths:
- for employees working variable working hours, the bandwidth commences two hours before the employee's nominated working hours for any one day and ceases two hours after the employee's nominated working hours for any one day, or
 - in the Northern Territory – 6.30am to 6.30pm, Monday to Friday, or
 - for all other eligible employees – 7.00am to 7.00pm, Monday to Friday
- or another bandwidth agreed between the Secretary and relevant employees in a team or work group (such agreement will be in writing, and the Secretary or relevant employees in the team or work group may terminate the agreement with at least 2 weeks notice).
- 4.24** Travel undertaken for business purposes within the flextime bandwidth is time on duty and counts for flextime. Employees may not count commuting time from their home to their place of work as flextime.

- Meal break

4.25 Employees must not be required to work more than five consecutive hours without an unpaid meal break of at least 30 minutes, unless in exceptional circumstances.

- Core hours

4.26 Core hours is the period of time during the day when an employee will perform ordinary duty unless absent upon approved leave or approved flextime.

4.27 Subject to clauses 4.6 to 4.11, the relevant employees in a team or work group and their manager are able to reach agreement on any period of time during which the employees are required to attend work, if any (such agreement will be in writing, and the manager or relevant employees in the team or work group may terminate the agreement with at least 2 weeks notice).

- Maximum credit

4.28 At the end of a settlement period, the maximum flex credit carry over is 37 hours 30 minutes for full time employees, or the equivalent of the employee's working hours for one week for part-time employees as per their part-time work arrangements.

4.29 Where due to exceptional operational pressures, the manager and employee cannot take action to prevent the employee from exceeding the maximum flex credit at the end of a settlement period, a higher flex credit may be carried over on a temporary basis to the end of the next settlement period.

4.30 Employees and their managers will work together to manage hours of work to ensure that individuals are not building up excessive flex credits without:

- the opportunity to access flex leave, or
- being productively employed – that is, a manager may require an employee not to accumulate flex credits where there is insufficient work.

- Maximum debit

4.31 At the end of a settlement period, the maximum acceptable flex debit is ten hours (or five hours where an employee works less than 25 hours per week).

4.32 An employee who is in debit in excess of the maximum acceptable debit at the end of a settlement period must reduce the excess debit by the end of the next settlement period.

4.33 Where an employee has exceeded the maximum acceptable debit at the end of two consecutive settlement periods, they must reduce the excess debit by either:

- forfeiting pay at single time, equivalent to that part of the debit which is over the maximum acceptable debit, or
- cancelling that part of the debit, which is over the maximum acceptable debit, using other appropriate leave, or
- attributing any overtime worked during that settlement period to cancel that part of the debit, at the rate of overtime payment that would have otherwise applied to that overtime.

- Cashing out flex accumulations

4.34 An employee who:

- has accumulated a flex credit of 20 hours or more, and
- has applied for flex leave within the next settlement period, and
- has been advised by his or her manager that he or she is unable to utilise the credits within the next settlement period due to the operational requirements of the workplace

may elect to cash out the flex leave credit over and above 20 hours at the end of the relevant settlement period.

With the agreement of the employee, the Secretary may approve the cash out of any flex credits at any time within a settlement period, in exceptional circumstances.

- Adjustment on termination of employment

4.35 Where an employee finishes employment with the department with a credit or debit flextime balance, an adjustment will be made to their salary or final payment of monies at a single time rate of pay to return their balance to zero.

- Domestic business related travel out of hours and flextime

4.36 Employees may claim domestic business related travel outside the flextime bandwidth (or outside nominated working hours for employees on variable working hours) as:

- flextime (for APS1-6 and equivalent employees)
- flexible time-off (for Executive Level and equivalent employees), or
- overtime (for APS1-6 and equivalent employees on client duties travel or where they were already working approved overtime when commencing travel to perform duties).

4.37 Employees who undertake domestic travel out of hours may claim one hour of flextime each way for travel into and out of a capital city and one half hour each way for travel into and out of all other locations, when the employee is travelling from their home to the airport and vice versa, or as otherwise agreed between the employee and their manager.

- 4.38** In the case of domestic car travel, employees may claim the actual travel time to (and from) the location to which they are travelling to work minus the time it takes them to commute between home and work in normal circumstances.
- 4.39** Travel to Papua New Guinea from Thursday Island is considered 'domestic' travel for purposes of this clause.

- Executive Level working arrangements

- 4.40** With the agreement of the Secretary, Executive Level and equivalent employees may access flexible time-off arrangements to allow for variations in attendance times and short-term absences, including full-day absences. Agreed flexible time-off arrangements cannot be cashed out.
- 4.41** Flexible time-off arrangements will be flexibly administered, taking into account operational requirements and the wishes of employees.
- 4.42** Where operational requirements permit, requests for flexible time-off will not be refused. In keeping with its flexible nature, flexible time-off is not expected to recompense for additional hours on a one-for-one basis. Executive Level employees may also be eligible for the Executive Extended Commitment Allowance (refer clauses 6.14 to 6.18).
- 4.43** It is expected that an Executive Level employee will be able to take agreed flexible time-off work as soon as practicable after having worked that time-off (or otherwise within three months), unless otherwise agreed between the employee and their manager. In either event, the agreed flexible time-off will not be lost to the employee.

Variable working hours / Part-time arrangements

- Variable working hours

- 4.44** An employee and the Secretary may enter into a variable working hours arrangement that allows the employee to work regular hours of duty other than the standard working day or the standard working week.
- 4.45** Under a variable working hours agreement an employee may work full time, that is 75 hours over a fortnight, or part-time.
- 4.46** The Secretary receiving an application will consider the employee's personal circumstances and determine if they can be satisfied within operational requirements. An employee and their manager must reach agreement for an employee initiated variable working hours arrangement to be put in place.
- 4.47** Further information is available in the department's Working Hours policy.

- Variable hours and parenting obligations

- 4.48** The department will endeavour to accommodate applications for full time and part-time variable working hours from employees for parenting purposes, subject to operational requirements and taking into account the employee's personal circumstances.

4.49 An employee who is a parent, or has responsibility for the care of a child, may request flexible working arrangements (including part-time hours) to assist the employee care for the child if the child is under school age, or is under 18 years of age and has a disability, in accordance with Division 4 of Part 2-2 of the *Fair Work Act 2009*. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the Secretary may waive this requirement in exceptional circumstances).

For the purpose of this clause, 'qualifying service' means service that is recognised for redundancy pay purposes.

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

4.51 Applications for variable working hours for up to 12 months from employees returning from maternity leave, parental leave and adoption/foster leave will be granted. The department's general expectation is that subsequent applications for variable working hours for parenting purposes (particularly before a child's 5th birthday, or the first year of school, whichever occurs later) will also be granted in the absence of a genuine business need, given the personal needs of the employee.

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

- is a long-term casual employee (as defined in the *Fair Work Act 2009*) immediately before making the request, and
- has reasonable expectation of continuing employment on a regular and systematic basis.

- Agreement for employee initiated variable hours

4.53 Employee initiated variable working hours agreements:

- must specify the start and finish times and any meal breaks for each nominated working day (these become the employee's 'nominated working hours')
- may be varied or terminated by the employee or their manager at any time, such as to allow for changes to operational requirements or personal circumstances
- may be of any duration and are subject to review every 12 months, and
- will automatically be reviewed when the employee moves to a different work area. In such circumstances, a new agreement may be negotiated around the operational requirements of the new work area.

- Department initiated variable hours

4.54 Where the Secretary determines that a business need requires ongoing work outside standard hours, the department will recruit to variable working hours arrangements.

4.55 The department will:

- not reduce the flextime bandwidth for employees working on flextime
- not require any employees to move to a department initiated variable working hours arrangement
- not move people under section 25 of the *Public Service Act 1999* or declare people excess under the redeployment and redundancy provisions of this Agreement to facilitate the implementation of department initiated variable working hours
- ensure that employee health and safety (including security), access to facilities, and privacy are maintained
- ensure that employees working on departmental variable working hours have appropriate supervision and access to IT and other departmental support services, and
- consult with employees and where they choose their representatives if organisational requirements change.

4.56 In making a decision to recruit to variable working hours arrangements, the department will:

- consult with the National Staff Consultative Forum, affected employees, and where they choose their representatives
- only pursue department initiated variable hours arrangements where there is a business case for implementation, and where the proposed change responds to a client service need
- take into consideration any impact on existing departmental employees of the implementation of department initiated variable working hours arrangements, and
- ensure existing employees have the option to apply for department initiated variable working hours arrangements.

4.57 In considering the impact on existing employees, the department will ensure:

- there is no reduction to employee privacy and facilities access, and
- that employee working hours will not be reduced (for example, full time to part-time) through the introduction of department initiated variable working hours, without their consent.

4.58 Provisions applying to department initiated variable working hours include:

- a working hours bandwidth of 6.00am to 9.00pm, Monday to Saturday, or as agreed by the parties
- standard working fortnight of 75 hours or part-time hours as agreed
- a 20 per cent loading for hours worked between 6.00am to 8.00am or 6.00pm to 9.00pm, Monday to Friday, and
- a 30 per cent loading for hours worked between 6.00am to 9.00pm on a Saturday.

4.59 Department initiated variable working hours will not apply to more than 5 per cent of the department's total positions (as stated in the current DIAC Annual Report) at any time during the life of this Agreement. The department will facilitate wherever possible the transfer of employees recruited to department initiated variable working hours arrangements to other working hours arrangements available under this Agreement where they choose. Employees working these arrangements retain a right to access employee initiated variable working hours under this Agreement.

- 'Grandparented' arrangements for employees working under department initiated variable hours before 28 March 2007

4.60 Where an employee was working under department initiated variable hours arrangements immediately before 28 March 2007 (when the *DIAC Collective Agreement 2007-2010* commenced), they will be entitled to the following conditions, additional to the conditions in clause 4.58, for as long as they continue to work under those arrangements in E-Visa and Contact Centres, the employee:

- will be eligible for a commitment payment of \$453 on completion of each continuous six month period. This payment will be a lump sum payment that does not count as salary for purposes of superannuation and long service leave
- may claim a day off work as time in lieu of any public holiday falling on a day that is not part of their nominated working hours. This condition only applies to full time employees and the time must be taken within one month of the public holiday, subject to negotiation between the employee and the supervisor, and
- will work full time (75 hours per fortnight) or part-time hours consistent with the requirements of their position between the hours of 8.00am and 8.00pm, Monday to Saturday.

4.61 An employee who is covered by the preceding clause may elect in writing to cease to be covered by that clause.

- Part-time arrangements

4.62 The Secretary may recruit employees to part-time jobs that have hours of duty within the standard working day or agreed variable working hours arrangements.

Attendance at APS interviews

4.63 Employees may attend a reasonable number of job interviews with an Australian Public Service agency. The employee is not required to complete a leave application or to take flex leave, but is regarded as being on duty for the period of their absence, or a period determined to be reasonable by their manager.

Public holidays and additional holidays

4.64 Employees will be entitled to the following public holidays:

- New Year's Day (1 January)
- Australia Day (26 January)
- Good Friday
- Easter Monday
- Anzac Day (25 April)
- the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
- the day variously called 'Eight Hour Day', 'Labor Day', 'Labour Day', or 'May Day' if proclaimed by State or Territory governments
- Christmas Day (25 December)
- Boxing Day (26 December), and
- any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.

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.

4.65 The Saturday following Good Friday will be paid as if it were a public holiday.

4.66 Employees are entitled to an additional holiday each year in accordance with the following table:

Christmas Day	Additional holiday
Sunday	Wednesday, 28 December
Monday	Wednesday, 27 December
Tuesday	Thursday, 27 December
Wednesday	Friday, 27 December
Thursday	Monday, 29 December
Friday	Tuesday, 29 December
Saturday	Wednesday, 29 December

Entitlements for employees for this additional holiday will be those that apply as if that day was a public holiday.

4.67 The Secretary may determine other additional holidays on a case-by-case basis, including the State, Territory, region or location in which any such day or part-day will be observed. Entitlements for any such additional holidays will be those that apply as if that day or part-day were a public holiday.

- 4.68** The Secretary and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday or additional holiday (for example, for a cultural or religious day of significance to the employee), having regard to operational requirements. In this event, the substituted day will be the public holiday or additional holiday for the purposes of the two preceding clauses.
- 4.69** An employee who is absent on a day or part-day that is a public holiday or additional holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday or additional holiday, except where the employee would not normally have worked on that day.
- 4.70** Where a public holiday or additional holiday falls during a period when an employee is absent on leave (other than annual or paid personal leave), there is no entitlement to receive payment as a public holiday or additional holiday. Payment for that day would be in accordance with the entitlement for that form of leave.
- 4.71** Public holidays or additional holidays during annual leave or personal leave are not deducted from annual leave or personal leave credits. However, public holidays or additional holidays that occur during a period of long service leave, maternity leave, parental leave or adoption/foster leave are deducted from related credits or arrangements respectively.
- 4.72** Further information is available in the department's Working Hours policy.

Overtime

- 4.73** Overtime may not be worked without the approval of the employee's manager.

- Eligibility for paid overtime

- 4.74** APS1-6 and equivalent employees, who are not shift workers, are entitled to payment for overtime as follows:

Category of employee	When entitled for overtime
Employees working standard flextime arrangements	for work approved by the Secretary to be performed: <ul style="list-style-type: none"> • outside 7.00am to 7.00pm, Monday to Friday inclusive, or • in excess of 8 hours on any one week day between Monday to Friday inclusive, or • on a weekend, or • on a public holiday.
Employees on variable hours	for work approved by the Secretary: <ul style="list-style-type: none"> • prior to 30 minutes before the agreed starting time for a day, and • beyond 30 minutes after the agreed finishing time for the day.

Category of employee	When entitled for overtime
Employees who miss a public holiday in their own State or Territory because they are travelling to work in, or are temporarily working in another State or Territory	<p>for hours worked or spent travelling for work purposes, to another State or Territory on a public holiday in the employee's State or Territory.</p> <p>An employee who is working temporarily in another location or travelling to that location for work is not entitled to overtime for work or travel on a public holiday in that location, if it is not also a public holiday in their own State or Territory.</p>

- Domestic work-related travel and overtime

4.75 Domestic work-related travel outside the flextime bandwidth or an employee's variable hours bandwidth is only paid as overtime when it is undertaken for client duties that is where a client is in the employee's care and control, including border control and compliance and humanitarian travel or where they were already working approved overtime when commencing the travel to perform duties.

4.76 Travel to Papua New Guinea from Thursday Island is considered 'domestic' travel for the purposes of the preceding clause.

- Overtime payment rate

4.77 Employees, excluding employees on shift work, receive overtime at the following rates:

Day	Rate
Monday to Saturday	150 per cent (time and one half) for the first three hours 200 per cent (double time) for hours greater than three hours
Sunday	200 per cent (double time)
Public holidays	250 per cent (double time and one half)

- Time off in lieu (TOIL)

4.78 An employee may choose to take overtime as a salary payment, or as TOIL at the same rates. Employees will take the TOIL at an agreed time subject to operational requirements.

It is expected that an employee will be able to take agreed TOIL as soon as practicable after having worked that TOIL (or otherwise within three months), unless otherwise agreed between the employee and their manager. In either event, the agreed TOIL will not be lost to the employee.

- Minimum payment for non-continuous overtime

4.79 Where an employee is required to separately attend work for the purposes of undertaking overtime (that is where the overtime is not continuous with the flextime bandwidth or the variable working hours bandwidth where relevant), the employee will receive a minimum payment of three hours overtime.

- Overtime meal allowance

4.80 A meal allowance of \$26.50 will be paid to APS1-6 and equivalent employees who:

- works approved overtime whether on a weekday, weekend or public holiday, and
- works over an entire meal allowance period, and
- either does not break for a meal or takes an unpaid meal break.

4.81 A meal allowance period means the following periods:

- 6.30am to 7.00am
- 12 noon to 2.00pm
- 7.00pm to 7.30pm, and
- midnight to 1.00am.

4.82 A meal allowance, at the same rate as overtime meal allowance, may be paid to Executive Level and equivalent employees with the approval of their manager. Where an Executive Level employee is supervising employees on overtime who are eligible for the payment of a meal allowance, the Executive Level employee will also be eligible for payment of a meal allowance.

- Rest relief (non-shift workers)

4.83 An employee who has not had at least eight consecutive hours off duty, plus reasonable travelling time, between the time they cease overtime and the time they are next required to commence ordinary duty, is entitled to:

- absent themselves from work with no loss of pay until they have been off duty for a period of eight consecutive hours, plus reasonable travelling time, or
- if certified by their manager that such a break was not possible, double ordinary time rates for the time worked until they have had eight consecutive hours off duty, plus reasonable travelling time.

4.84 Employees absenting themselves from work for rest relief purposes should record having worked standard hours when maintaining their flextime records.

4.85 If the overtime is worked on a Saturday, Sunday or public holiday, the employee is entitled to at least eight consecutive hours off duty in the 24 hours before commencing duty on the next standard working day. This provision does not apply to employees on variable working hours for whom Saturday or Sunday is a nominated working day. Separate provisions apply to employees working shift work.

4.86 Rest relief is not applicable in circumstances where an employee is required to work overtime immediately before commencing ordinary duty.

Medical Officers and private practice

4.87 Medical Officers employed by the department may undertake private practice as a medical practitioner subject to:

- the practice occurring in the employee's own time
- the practice not adversely impacting on the employee's duties as an employee of the department or on the department itself
- the employee having professional indemnity insurance for the private practice with no liability falling to the Commonwealth
- Commonwealth facilities and premises not being used for the private practice, and
- the employee making an application to the Secretary under the provisions for outside employment, including establishing that the employment will not create a conflict of interest (consistent with clauses 11.30 to 11.31).

4.88 Absences to undertake private practice may also occur during normal working hours subject to operational requirements. Such times will be made up by the employee as agreed with the Secretary.

Emergency Duty

4.89 Where an APS1-6 or equivalent employee is called on duty to meet an emergency:

- at a time when the employee would not ordinarily have been on duty, and
- where no notice was given to the employee prior to ceasing duty

the employee will be paid for such emergency duty at the rate of double time, including time spent travelling to and from duty.

4.90 The minimum payment will be for a period of three hours.

4.91 Executive Level and equivalent employees will only be paid for emergency duty with the approval of the Secretary.

4.92 Emergency duty provisions do not apply to shift workers when the commencement of their scheduled shift is varied to meet an emergency.

Part 5 – Performance management and development

- 5.1 The department is committed to valuing and developing its employees, working together, and ensuring health and wellbeing. The department, its managers and employees will work together to ensure that the work environment is collaborative, supportive, productive, safe and free from discrimination, harassment and bullying.
- 5.2 The department will over the life of this Agreement, in consultation with the National Staff Consultative Forum, implement strategies for managers and employees to more effectively utilise the DIAC Performance Management Framework and Business Planning and Reporting Framework, with the aim of:
- providing greater clarity for employees on their roles and responsibilities by directly linking the most immediate business plan to their individual PDA, and
 - improving employee engagement and organisational performance.
- 5.3 This work will also include the:
- implementation of improved training processes (such as e-learning platforms, the Global Integrated Curriculum and a learning management system) to increase professionalisation and the skills base of employees
 - application of job analysis and design principles, and
 - implementation of integrated talent management practices to improve organisational performance, such as:
 - career pathways, to provide a guide to support good development decisions and directions
 - succession planning, to ensure current employees are ready to fill the department's critical roles, and
 - leadership strategy, to acknowledge that good leadership is vital to a highly productive and effective organisation.

Performance Management Framework

- 5.4 The Performance Management Framework governs the development and performance of employees within the department through a collaborative approach between the department's managers and employees and, where they choose, their representatives.

All employees will participate in the department's Performance Management Framework.

- 5.5 Managers and employees have joint responsibility to participate and contribute to setting performance and development goals and agreeing how work is to be done, as articulated and agreed in each individual employee's PDA. The Framework is designed to foster regular, two way, fair, objective and consistent, and wherever possible, face-to-face performance feedback.

- 5.6** The Performance Management Framework, through the terms of each individual employee's PDA, is designed to ensure that:
- employees are provided with a clear understanding of the standards against which their performance will be assessed, by providing clear performance expectations and accountabilities for their current role and classification level (as set with reference to, for example, relevant business plans, the department's Capability Development Framework and Work Level Standards)
 - employees have the necessary skills and knowledge to deliver against their individual performance expectations and accountabilities, and to progress their development and career plans within the department and the broader APS
 - the department continues to improve its performance and delivers on its business priorities as outlined in the *DIAC People Plan 2011-14* and employees understand how their work contributes to the achievement of the *DIAC People Plan 2011-14*
 - the department continues to improve its organisational performance and continues to develop a capable, flexible and effective workforce, and
 - employee remuneration is linked to performance.

- 5.7** The scale for rating an employee's performance under the department's Performance Management Framework is:

- Superior
- Effective, and
- Improvement Needed.

- 5.8** If there is a disagreement over the performance expectations or a performance rating determined, the matter may be referred to a Performance Management Framework Reviewer. If no Performance Management Framework Reviewer has previously been nominated, the Reviewer will be a person agreed to by both the employee and their immediate supervisor. If agreement on a Reviewer cannot be reached, an independent person will be appointed by the relevant Senior Executive Service manager.

Throughout this review, the Performance Management Framework Reviewer, employee and their immediate supervisor will continue to together work constructively towards resolution.

- 5.9** Further information on the Performance Management Framework (including the online 360 degree feedback tool) is available in the department's Performance Management policy.

Managing underperformance

- 5.10** The managing underperformance process is a collaborative approach designed to address the management of employees who are not meeting their performance expectations and accountabilities outlined in their PDA (that is, have been, or are likely to be, rated as 'improvement needed').

5.11 The key objective of managing underperformance is to address and resolve identified underperformance in an efficient and effective manner with the aim of returning an underperforming employee to full performance.

5.12 The managing underperformance process must allow for procedural fairness by ensuring that underperforming employees:

- understand the standard of performance that is expected of them
- understand the implications of not achieving the standard, and
- are provided with appropriate support and time to improve performance.

5.13 The managing underperformance process can commence at any time during the performance assessment cycle where an employee's performance is considered as needing improvement. The process covers:

Step 1 – Initial discussions

- discussions with the employee as part of the initial attempt to address the performance issues. These discussions should be recorded and identify any mitigating factors impacting on the employee's performance, such as:
 - an unreasonable workload
 - adequate support and training, and
 - issues of a personal nature.
- this process of initial discussions that may lead to an Assessment Period (step 2 below) will be four weeks. The Secretary may, in exceptional circumstances, extend this four week period.
- an employee's performance cannot be formally rated as 'improvement needed' until the Step 1 initial discussions above have been completed.

5.14 Step 2 – Assessment Period

The Assessment Period may be initiated by the Secretary after the initial discussion process at Step 1 above aimed at improving the performance has not resulted in an employee's performance returning to the expected performance standard.

5.15 Where an Assessment Period has been initiated, the employee will be issued with a formal warning.

The Assessment Period will be eight weeks for the employee to achieve the standard of performance that has been agreed in the Performance Improvement Plan (see clause 5.16). The Secretary may, in exceptional circumstances, extend this eight week period.

- 5.16** An assessor who is a senior employee from outside of the work area will be appointed by the Secretary to:
- establish a Performance Improvement Plan in consultation with the employee
 - monitor the employee's performance, and
 - provide the Secretary with a written report at the end of the Assessment Period on whether the employee attained and sustained an acceptable standard of work performance.

5.17 Step 3 – Decision

If an employee's performance remains unsatisfactory at the end of the Assessment Period, the Secretary will make a decision and advise the employee in writing on which of the following actions should be taken:

- continue the employee's employment in current job at current level
- move the employee to a new job elsewhere in the department at the same level
- reduce the employee's classification
- terminate the employee's employment.

In the case of termination, the department will be able to demonstrate a period of no less than 12 weeks (that is, the 4-week process at Step 1 and the 8-week process at Step 2 above) of management of the employee's underperformance prior to the notice of termination being given.

- 5.18** The above underperformance management arrangements do not apply to probationers and non-ongoing employees.
- 5.19** Further information is available in the department's Managing Underperformance policy.

Rewards and recognition

- 5.20** Outstanding achievements of individual employees and teams will be recognised through the department's Rewards and Recognition policy. Employees must have a PDA in place to be eligible for recognition under the policy.

Part 6 – Allowances

- 6.1 All reimbursement allowances that may change according to external factors or advice will be adjusted during the life of the Agreement in accordance with the processes outlined in the department's Allowances policy.

Community language allowance

- 6.2 Community language allowance is payable to employees who use their skills in languages other than English in carrying out their duties. Such languages may include Aboriginal and Torres Strait Islander languages and Auslan or other forms of communication for the hearing impaired.
- 6.3 The Secretary will determine an employee's eligibility for community language allowance where there is an identifiable and continuing operational need for the employee's language skills and the employee's language competence meets a recognised standard.
- 6.4 The eligibility for the payment of community language allowance to an employee will be determined through the PDA cycle.
- 6.5 There are two levels of payment of the allowance:

Level	Allowance	Qualification / Standard
Level 1	\$894 per year	<ul style="list-style-type: none">• NAATI Language Aide Test, or• recognised level of competency to deliver client services in languages for which NAATI does not test.
Level 2	\$1,789 per year	<ul style="list-style-type: none">• NAATI Para-professional interpreter and higher, or• recognised tertiary qualification in interpreting, or• recognised level of competency to deliver client services in ATSI languages, or• recognised Auslan qualification.

Departmental liaison officer allowance

- 6.6 Where an employee is performing the duties of a Departmental Liaison Officer, the Secretary will approve payment of an annual allowance of \$17,245 in lieu of overtime. This allowance counts as salary for superannuation purposes but is not paid during periods of long service leave.

Disruption allowance

- 6.7 Where building or refurbishment activities may have a detrimental effect on working conditions, including through dust, noise, heat or cold, fumes, vibrations, dirt, moisture, loss of amenities and threats to health, the department will endeavour to make alternative work arrangements.

- 6.8** Such arrangements may include the temporary relocation of employees, allowing short breaks from work or providing time away from the work location.
- 6.9** Where disruptions cannot be substantially ameliorated the Secretary will pay a disruption allowance.
- 6.10** The Secretary will determine the amount and conditions on which a disruption allowance may be paid.
- 6.11** Further information is available in the department's Allowances policy.

Escort duty allowance

- 6.12** Where an employee is required to escort clients to international destinations, the Secretary will approve payment of an allowance of \$511 for each trip, plus an allowance of \$192 for each day the employee is absent.
- 6.13** All payments made for escort duty to international destinations do not count as salary for superannuation or long service leave purposes.

Executive extended commitment allowance

- 6.14** The Secretary may authorise payment of an executive extended commitment allowance of \$11,500 per annum to an Executive Level and equivalent employee who works unusually long hours for a sustained period.
- 6.15** The allowance is paid on a pro rata basis and may be paid where:
- there is a significant and pressing operational requirement necessitating extended hours, and
 - the employee's work performance as assessed in their PDA is at least at an 'effective' level or higher, and
 - the work involves extended hours over a period of three months or more.
- 6.16** An employee would normally only qualify for payment of the allowance after a three month period is completed. However, once completed and ongoing conditions are met, it may be paid fortnightly until those conditions cease. Where the Secretary considers that such a block of three months or more work will occur, he or she may authorise fortnightly payments from the commencement of that period.
- 6.17** In considering payment of the executive extended commitment allowance, the period of extended work does not have to be continuous, that is there may be days where the conditions do not apply. Consistent with the health and safety of employees and the need to balance work and personal commitments, managers should ensure that periods of extended work are minimised and that employees are encouraged to take breaks to the extent possible.

- 6.18 The executive extended commitment allowance does not count as salary for superannuation purposes or for long service leave purposes.

First Aid Officer allowance

- 6.19 The Secretary will approve payment of an annual first aid officer allowance to appointed First Aid Officers, on a fortnightly basis as follows:

Amount	Minimum current qualification	
	St Johns Ambulance	Red Cross Australia
\$537 per year	Level 2 First Aid – Senior First Aid	Level 2 First Aid – Senior First Aid
\$659 per year	Level 3 First Aid or higher qualification	Level 3 First Aid

- 6.20 In addition to the first aid officer allowance, the Secretary will approve an annual allowance of \$512 to an appointed First Aid Coordinator for National Office and each State and Territory Office.
- 6.21 The Secretary may increase the rate of First Aid Officer allowance, and change the level of qualification required, from time to time.

Higher duties allowance

- 6.22 The decision to fill a temporary vacancy will be made by the manager of the particular area having regard to the operational requirements of the area at that time, noting that temporary reassignment of duties at a higher level can provide employees with valuable career development.
- 6.23 Where an employee is selected to temporarily perform duties of a higher classification, the Secretary will approve payment of higher duties allowance for the period of acting beyond the first two weeks.
- 6.24 A manager may split the temporary performance of duties of a higher level between employees for developmental purposes. If the higher duties opportunity is for two weeks or more, and a decision is made to share the opportunity between employees, each employee will be paid for the period they perform at the higher classification level.
- 6.25 The payment of higher duties allowance will bring the employee's salary to:
- the first salary point of the higher classification, or
 - a higher point, if the employee has advanced in accordance with the salary point advancement on higher duties provisions of this Agreement (clauses 3.15 to 3.22), or
 - an appropriate pay point (consistent with clauses 3.15 to 3.22), as determined by the Secretary, between the higher level and the employee's actual classification if the employee is working at two or more levels above their classification level and is not responsible for all the duties at that higher level.

6.26 Higher duties allowance will be paid during periods of paid leave if the employee would have continued to receive the allowances but for the period of leave.

Higher duties allowance counts as salary for the payment of overtime and penalty payments and cashing out flex credits during periods where the employee is temporarily performing the higher classification.

6.27 A manager may require an employee to perform higher duties in exceptional circumstances. Where this occurs, the employee will be paid higher duties allowance from the commencement of the higher duties.

6.28 Where an employee who is already performing higher duties subsequently acts at a higher level again, without any break other than a normal weekend or public holiday, they will be paid higher duties allowance from the commencement of the new higher duties arrangement.

6.29 The Secretary may approve the payment of higher duties allowance from the commencement of higher duties. Favourable consideration will be given to waiving the non payment period where:

- there is a short break in an employee's higher duties because the substantive occupant of the position returns to work for a short period (that is five days or less). It would then be reasonable to waive the two week waiting period for the employee's second period of higher duties, or
- an employee has previously worked a period of unpaid higher duties in the vacant position or a similar position for a continuous period of two weeks or more in the preceding 12 months, and
- the current period of higher duties will be for a period of at least two weeks, and
- the employee has been assessed as demonstrating the capacity to perform the full range of duties of the position.

6.30 Where an employee is required to temporarily work in a Senior Executive Service role, they will receive a higher duties allowance, as determined by the Secretary, of at least \$11,315 per annum.

Irregular maritime arrivals allowance (annual)

6.31 The Secretary will approve payment of an annual allowance to eligible employees for the duration of their deployment to an Immigration Detention Facility or other location as part of a regular, planned and ongoing response to irregular maritime arrivals (IMA).

6.32 To be eligible for this annual allowance, an employee will:

- be working in an identified IMA position, as determined by the Secretary, and
- be part of an IMA response (including travel time where deployed) at an Immigration Detention Facility or other location, and
- conduct interviews related to immigration processing, or provide case management, administrative or other support related to IMA clients.

6.33 An employee who is otherwise assigned duties at an Immigration Detention Facility or other location, other than as outlined in the criteria in the preceding clause, is not an eligible employee for the purpose of this allowance (unless determined otherwise by the Secretary).

6.34 The annual allowance rates are as follows:

Category	Amount
3	\$30,000 per annum
2	\$15,000 per annum
1	\$5,000 per annum

6.35 The localities within each of the above categories are outlined in the department's Allowances policy. The Secretary may determine that other categories, localities or facilities (including offshore) are eligible for payment of the annual allowance and the applicable rates, in consultation with the NSCF. The Secretary may also adjust any allowance rate from time to time, in consultation with the NSCF.

6.36 The annual irregular maritime arrivals allowance does not count as salary for superannuation or long service leave purposes.

Irregular maritime arrivals allowance (daily)

6.37 The Secretary will approve payment of an allowance to eligible employees at the daily rate of \$128 per day for each day or part-day spent working as part of an urgent and unplanned response to an irregular maritime arrival (IMA) at an Immigration Detention Facility.

6.38 An eligible employee for the purpose of this allowance is an employee who is part of a declared IMA Taskforce, and who is deployed as part of an IMA response at an Immigration Detention Facility or other processing facility in Australia or overseas. This employee may be required to conduct interviews related to immigration processing, or provide case management, administrative or other support related to IMA clients.

6.39 An IMA Taskforce may be formed and declared by the Secretary in response to a critical event that is short-term in nature, and which requires an urgent, unplanned and immediate response.

6.40 An employee who is temporarily assigned duties at an Immigration Detention Facility, other than as a part of a declared IMA Taskforce, is not an eligible employee for the purpose of this allowance (unless determined otherwise by the Secretary).

6.41 Where an employee is in receipt of the daily IMA allowance on the commencement of this Agreement, they will continue to receive the allowance for the duration of their deployment until such time as the deployment ceases, or the employee moves to another locality. An employee in receipt of the daily IMA allowance is not eligible to receive the annual IMA allowance outlined at clauses 6.31 to 6.36, and vice versa.

6.42 The daily IMA allowance does not count as salary for superannuation or long service leave purposes.

Medical Officer processing allowance

- 6.43 The Secretary may approve the payment of a Medical Officer processing allowance of \$150 per hour where Medical Officers are required to undertake priority processing work in exceptional circumstances.

Office closures allowance

- 6.44 As determined by the Secretary, the office closures allowance of \$320 will be made to employees who are relocated from one geographical area to another because of the closure of a departmental office, structural reorganisation or the relocation of functions between offices. It does not apply to office movements in the same general locality, for example within city centres or to neighbouring suburbs.
- 6.45 The office closure payment does not count as salary for superannuation or long service leave purposes.

Remote localities allowance

- Remote localities payment

- 6.46 For the purposes of remote locality payments, the following localities are designated as remote localities:

- Cairns
- Christmas Island
- Dampier
- Darwin
- Port Augusta
- Port Hedland, and
- Thursday Island.

Movement Monitoring Officers (MMOs) in the Torres Strait are eligible for remote locality payments.

- 6.47 Ongoing employees permanently stationed in a designated remote locality who are not entitled to receive the 'Grandparented' remote locality assistance package will receive a remote localities payment, where approved by the Secretary, at the following rates:

Locality	Amount
Cairns with dependants without dependants	\$5,110 per annum \$2,555 per annum
Darwin with dependants without dependants	\$10,220 per annum \$5,110 per annum
Dampier, Port Hedland and Port Augusta with dependants without dependants	\$12,774 per annum \$7,664 per annum
Thursday Island, Christmas Island and MMOs in the Torres Strait with dependants without dependants	\$19,162 per annum \$9,581 per annum

6.48 The Secretary may designate other locations as remote localities during the life of this Agreement for the purposes of attracting remote locality allowances.

The Secretary may also, from time to time, approve payment of the remote localities payment to non-ongoing employees.

6.49 The remote localities payment is a taxable payment that is paid fortnightly and is payable to employees during periods of paid leave. It is classified as a location allowance for the purposes of superannuation legislation and does not count as salary for superannuation purposes but counts as salary for long service leave purposes.

- 'Grandparented' remote localities assistance package

6.50 Employees who were:

- permanently stationed at or on term transfer to Cairns, Darwin, Port Hedland, or Thursday Island on 29 July 2004, and
- who are not in receipt of a remote localities payment specified in clauses 6.46 to 6.49 of this Agreement

will continue to receive the 'grandparented' remote localities assistance package'. This package consists of an annual district allowance, leave fares, additional annual leave and, in some circumstances, an air-conditioning subsidy.

6.51 Where an employee who is receiving the 'grandparented' remote localities assistance package moves to another designated remote locality, the employee can elect to receive either the 'grandparented' remote localities assistance package for the new locality or the remote localities payment specified in clauses 6.46 to 6.49.

6.52 Employees in receipt of the 'grandparented' remote localities assistance package may, at any time, elect to be paid the remote localities payment specified in clauses 6.46 to 6.49. Once an employee has elected to receive the remote localities payment, the employee is not able to revert to receiving the 'grandparented' remote localities assistance package.

6.53 Further information on the 'grandparented' remote localities assistance package is available in the department's Allowances policy.

Restriction allowance

6.54 An employee who is required to be contactable and available to attend work to perform extra duty at a time when the employee would not normally perform duty is entitled to restriction allowance. The employee may be required to perform the extra duty at their usual workplace or at another place, including their home.

6.55 For the purposes of this allowance, only one employee will be 'restricted' at any one time for an individual's particular role over a 24-hour period or other relevant business cycle. That is, multiple employees will not be restricted at the same time for a role that is normally undertaken by one employee, unless otherwise agreed by the Secretary.

- 6.56** The Secretary will approve payment of this allowance to eligible employees at a flat rate of \$39 per day. That is, if an employee is on restriction for less than one day, they will receive \$39. The Secretary may increase the amount of restriction allowance for an employee or group of employees where exceptional circumstances warrant this.
- 6.57** Where an employee who is entitled to overtime payments is on restriction and is required to perform extra duty, the employee will receive the following overtime payments:
- where the employee is not required to return to their workplace, a one hour minimum payment, or
 - where an employee is required to return to a place of work, a three-hour minimum payment (including time spent travelling to and from duty).
- 6.58** Restriction allowance is not paid during periods of paid leave and does not count as salary for long service leave purposes subject to the provisions in the long service leave legislation. It may count as salary for some superannuation purposes subject to the eligibility provisions in relevant superannuation legislation.
- 6.59** Emergency duty payments do not apply to an employee who is recalled to duty while on restriction.

School holiday assistance

- 6.60** An ongoing employee may be eligible for school holiday assistance, where approved by the Secretary. Where an employee with school children has an application for annual leave or purchased leave during school holidays refused or cancelled for operational reasons, the Secretary will approve payment of \$26 per day towards the cost of each school age child enrolled in approved child care, up to a maximum of \$260 per family per week.
- 6.61** The subsidy will apply only on days the employee is at work, and will be paid regardless of the length of time the child is in the program each day, but cannot exceed the cost incurred.
- 6.62** An employee whose spouse or partner receives a similar benefit from his/her employer is not eligible for the subsidy.
- 6.63** Further information is available in the department's Allowances policy.

Uniform allowance

- 6.64** Employees who are required to wear departmental uniforms will be provided with uniforms. Further information is available in the department's Uniforms policy.
- 6.65** Employees who are required to wear a uniform will be entitled to an annual allowance to cover the costs of appropriate shoes, socks and stockings to be worn with the prescribed uniforms. The allowance will be paid at the same rate to both full time and part-time employees.

- 6.66** The Secretary will approve payment of the allowance to eligible employees at the rate of \$275, in advance on 1 April each year.
- 6.67** Employees who commence work requiring the wearing of a uniform at any time during the year will receive a pro-rata payment of the allowance at the time of commencing the work.

Volunteer allowance

- 6.68** An employee who has recognised responsibilities as a:
- Health and Safety Representative
 - Harassment Contact Officer, or
 - Emergency Control Volunteer
- will be paid an annual allowance (paid fortnightly) of \$333, where approved by the Secretary.
- 6.69** This allowance will only be paid to employees who have successfully completed a recognised training program approved by the Secretary.
- 6.70** The maximum volunteer allowance payment an employee may receive per annum is \$333. An employee undertaking more than one of the recognised responsibilities will not be paid multiple volunteer allowance payments.

Part 7 – Leave

- 7.1 The department is committed to providing employees with leave arrangements which are flexible and easy to administer. Further information is available in the department's Leave policy, including how each type of leave is counted for service.
- 7.2 The total period of leave available to eligible employees under the parental leave, maternity leave and adoption/foster leave provisions (either with or without pay) will not exceed a total of 24 months after the date of birth or day of placement of each eligible child, consistent with Chapter 2 of Part 2-2 of the *Fair Work Act 2009*.
- 7.3 On ending a period of maternity leave, adoption/foster leave or parental leave (either with or without pay in each case), an employee is entitled to return to their pre-leave duties, or if those duties no longer exist, an available position for which the employee is qualified and suited at the same classification and pay as applied pre-leave. Where this is not practical, other duties will be sought, with the redeployment and redundancy provisions at Part 8 of this Agreement applying to any placement.
- 7.4 For the purpose of the above clause, 'duties' mean those performed:
- if the employee was moved to safe duties because of the pregnancy – immediately before the move, or
 - if the employee began working part-time because of the pregnancy – immediately before the part-time employment began, or
 - otherwise – immediately before the employee commenced maternity leave, adoption/foster leave or parental leave.

Adoption/foster leave

- Adoption/foster leave with pay

- 7.5 An eligible employee for the purposes of the *Maternity Leave (Commonwealth Employees) Act 1973*, who:
- adopts or fosters an eligible child, and
 - is that eligible child's primary care giver
- is entitled to 14 weeks paid adoption/foster leave on the day of placement of the eligible (adoptive/fostered) child with the employee for adoption/fostering.
- 7.6 Where an employee is not the primary care giver of the adopted/fostered child, but has responsibility for the care of that child, the parental leave provisions at clauses 7.55 to 7.58 will apply.
- 7.7 The Secretary may approve the payment of the 14 weeks adoption/foster leave over a period of 28 weeks at half pay for eligible employees (with the exception of employees on overseas postings). The second 14 week period will not count as service for any purpose, although employees may elect to make superannuation contributions for this period.

7.8 Applications for adoption/foster leave must be supported by official documentary evidence from the relevant person/organisation with statutory responsibility for the long-term placement of the child.

- Adoption/foster leave without pay

7.9 Employees who have at least 12 months continuous service in the APS are entitled to unpaid adoption/foster leave in accordance with Subdivision B of Division 5 of Part 2-2 of the *Fair Work Act 2009*.

7.10 A period of unpaid adoption/foster leave does not break an employee's period of continuous service, but will not count as service for any purpose.

Annual leave

- Eligibility for annual leave

7.11 All employees, other than non-ongoing employees who are engaged for duties that are irregular or intermittent, accrue paid annual leave.

- Purpose of annual leave

7.12 The purpose of annual leave is to provide the employee with a paid break from work for rest and recreation.

- Accrual of annual leave

7.13 Annual leave is accrued monthly in arrears.

7.14 The basic annual leave entitlement for a full time employee is 150 hours or 20 working days for each 12 months of completed service. Employees who have:

- worked part-time
- taken unpaid leave that does not count as service, or
- worked for only part of the year

in the preceding year will accrue annual leave on a pro-rata basis.

7.15 Additional credits received by employees employed in Cairns, Darwin, Port Hedland or Thursday Island and employees working shift work are explained in the 'Grandparented' remote localities and Shift Work sections of this Agreement.

7.16 Additional credits received by employees employed overseas are detailed in the department's Overseas Conditions of Service Manual.

- Accessing annual leave

7.17 An employee must apply for annual leave. Where operational requirements allow, leave will be approved by the Secretary at a time that is convenient to the employee. Approval will not be unreasonably withheld.

7.18 Annual leave may be taken in part or full day amounts.

7.19 Employees may access annual leave at full or half pay.

- Cashing-out annual leave

- 7.20** With the agreement of their manager and at the employee's request, an employee may cash-out a minimum of five days of accumulated annual leave per calendar year. This arrangement is subject to the cash-out not resulting in the employee's remaining accrued entitlement to paid annual leave being less than four weeks (that is, 20 days).
- 7.21** Each agreement to cash-out a particular amount of annual leave must be in writing between the employee and the Secretary.

- Extensive accumulated annual leave

- 7.22** Where an employee has more than two years of annual leave credits, the Secretary may direct the employee to take up to a quarter of those credits and the employee must take that leave (and be absent from the workplace) if they are given such a direction.

Further, if an employee has more than two years of annual leave credits accrued as at 1 January each year, the employee must take sufficient leave (and be absent from the workplace) by 1 April each year to reduce the accrued leave to the equivalent of two years of credit or less.

- Ceasing employment with annual leave credits

- 7.23** An employee who ceases employment as an APS employee will be paid any unused annual leave credits and pro-rata uncredited annual leave.

- Recall to duty on annual leave

- 7.24** Where an employee is recalled to duty while on approved annual leave, the employee will be re-credited with a period equivalent to the standard hours of duty worked during the annual leave. Where an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from annual leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable from insurance or any other source.

- Personal leave on annual leave

- 7.25** Where an employee who is on annual leave becomes sick (that is, in circumstances that might qualify for personal leave had they been on duty), they may apply for personal leave with the provision of documentary evidence. Annual leave will be re-credited to the extent of the period of personal leave granted.

Ceremonial leave

- 7.26** The Secretary may approve the taking of up to 10 days of unpaid ceremonial leave over a two year period to enable an employee to participate in ceremonial activities (for example, those associated with the death of a member of their family or extended family, or obligations under Aboriginal or Torres Strait Islander law).
- 7.27** Ceremonial leave does not count as service for any purpose.

Community service volunteer leave

- 7.28** Community service volunteer leave with or without pay is available to enable employees to undertake eligible community service activity. Consistent with section 109 of the *Fair Work Act 2009*, such activity includes:
- jury service (including attendance for jury selection) required by a law of the Commonwealth, State or Territory, and
 - a voluntary emergency management activity.
- 7.29** In relation to jury service, the Secretary will approve paid community service volunteer leave to enable an employee to attend court appearances as a juror, in which event the employee will continue to receive their normal salary subject to any payments of a salary nature made to the employee by the court for jury service being signed over to the department.
- 7.30** In relation to a voluntary emergency management activity, the Secretary will approve up to four days paid leave for each civil emergency response, to enable an employee who is a member of a State Emergency Service, fire-fighting service, search and rescue unit or other volunteer community service performing similar functions, to fulfill an obligation to that service in the event of a civil emergency.
- 7.31** The Secretary may approve additional paid or unpaid leave for an ongoing civil emergency response, or other related and appropriate activities such as regular training, reasonable travel, recovery time and ceremonial duties.
- 7.32** Consistent with section 110 of the *Fair Work Act 2009*, an employee applying for community service volunteer leave must provide the department with notice of the absence as soon as practicable (which may be a time after the absence has started), and the period or expected period of the absence. Where requested, an employee must also provide written evidence that the absence from work is because they have been or will be engaged in an eligible community service activity.

Compassionate/bereavement leave

- 7.33** Employees (with the exception of casual employees) are entitled to two days of paid compassionate/bereavement leave for each occasion where a member of the employee's family or household contracts an illness, or sustains an injury, that poses a serious threat to his or her life, or dies.

Casual employees will be entitled to two days of unpaid compassionate/bereavement leave in the above circumstances.

Defence reserve leave

- 7.34** Defence reserve leave is available to enable ongoing employees who are members of the defence reserve to meet peacetime training and deployment requirements, consistent with the *Defence Reserve Service (Protection) Act 2001*. To this effect, eligible employees may be granted leave (with or without pay) to enable them to fulfil related Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 7.35** The Secretary will grant defence reserve leave, subject to employees providing written evidence of their attendance for defence service. The department will provide for paid defence reserve leave up to four weeks (20 working days) during each calendar year for the purpose of fulfilling service in the ADF Reserve, including training and operational duty as required.
- During the employee's first year of ADF Reserve service, a further two weeks (10 working days) paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
- With the exception of the additional two weeks (10 working days) in the first year of service, leave can be accumulated and taken over a period of two years to enable the employee to undertake training as a member of the ADF Reserves.
- 7.36** Taking into account operational requirements, the Secretary may grant additional leave for defence service, either paid or unpaid.
- 7.37** Employees accessing defence reserve leave will continue to have their salary paid as it would have been paid had leave not been taken, with the exception of shift penalties. Employees will continue to access other components of their remuneration package during periods of defence service.
- 7.38** The department will not require defence reservists to pay their tax-free ADF Reserve salary to the department in any circumstances.
- 7.39** Defence reserve leave, either with or without pay, will count as service for all purposes, with the exception of unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.
- 7.40** Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flextime, flexible time-off arrangements (as relevant to Executive Level employees) or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 7.41** Employees are to notify supervisors at the earliest opportunity once the dates of ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

Long service leave

- 7.42** Long service leave will accrue and be available to eligible employees in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 7.43** The minimum period for which an employee may be granted long service leave is seven consecutive calendar days (thus includes weekends and public holidays). Long service leave may be taken at either full or half pay, and cannot be broken with other periods of leave except as otherwise provided by legislation.
- 7.44** An employee may apply for personal leave where they become ill or suffer bereavement while on long service leave. Employees will be re-credited with long service leave for periods of personal leave granted, where appropriate documentary evidence is provided.

Maternity leave

- 7.45** Access to maternity leave will be in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (including up to 12 weeks paid maternity leave for eligible employees), or Division 5 of Part 2-2 of Chapter 2 of the *Fair Work Act 2009* where these provisions are more favourable to the employee.
- 7.46** Eligible employees may access a further period of two weeks 'additional maternity leave' to be taken immediately following the 12-week period of maternity leave, to count as service for all purposes.
- 7.47** The Secretary may approve the payment of the period of 12 weeks maternity leave and two week period of 'additional maternity leave' over a period of 28 weeks, that is providing for employees to take this leave at half pay (with the exception of employees on overseas postings). Only the first 14 weeks of this leave (at either full or half pay) will count as service.
- 7.48** Where an employee applies for paid leave continuous with a period of paid maternity leave, and is eligible for that leave, the employee will be granted the paid leave.
- 7.49** Under the *Maternity Leave (Commonwealth Employees) Act 1973*, an employee is also entitled to access up to a total of 52 weeks leave for each confinement (for example, employees eligible for 14 weeks of paid maternity leave under this Agreement may also access 38 weeks of unpaid maternity leave).

Miscellaneous leave, with or without pay

- 7.50** The Secretary may, upon application, grant miscellaneous leave to ongoing and non-ongoing employees for a purpose considered to be in the interests of the Commonwealth, or where the employee is not otherwise entitled to leave under the NES (for example, parental leave without pay).

7.51 Miscellaneous leave is separate and in addition to personal/carer's leave and may be granted:

- for the period requested, or another period
- with or without pay
- subject to conditions, and/or
- so that it counts or does not count for service.

7.52 Miscellaneous leave will generally be granted as leave without pay.

Examples of this leave include appropriate recognition of the cultural obligations of employees.

7.53 The Secretary will grant miscellaneous leave with pay in circumstances where an employee is unable to attend for duty, or remain on duty, due to a decision by the Secretary to close an office or work area in response to an emergency event.

NAIDOC leave

7.54 The Secretary will grant employees one day of paid leave each year to enable their participation in activities related to NAIDOC Week. This leave can be taken as either a full day absence or several short absences to the equivalent of one day across the week, and counts as service for all purposes.

Parental leave

- Parental leave with pay

7.55 Paid parental leave is available to employees who are not the primary care giver of a child, at either half or full pay:

- to attend the birth of their child, or their partner's child, and provide support and care to the mother in the period after the birth, or
- to care for an adoptive child, a foster child, or a child for whom the employee is a guardian, and for whom the employee has recently assumed long-term responsibility.

Paid parental leave at half or full pay is also available to employees who are the primary care giver, to give birth and recover from a birth where the employee is not eligible for paid maternity leave.

7.56 Eligible employees are entitled to four weeks of paid parental leave. The Secretary may approve the payment of the four weeks parental leave over a period of eight weeks at half pay. Only the first four weeks of this leave (at either full or half pay) will count as service.

- Parental leave without pay

7.57 Employees who have at least 12 months continuous service in the APS and who are the primary care giver are entitled to unpaid parental leave to care for a newborn child, an adopted child, a long-term foster child or a child of whom the employee is the guardian, or where otherwise entitled to unpaid parental leave in accordance with the NES, for up to 12 months.

Upon request by the employee, the Secretary may agree to an extension of unpaid parental leave for a further period of up to 12 months, immediately following the end of the initial 12-month period.

7.58 A period of unpaid parental leave does not break an employee's period of continuous service, but will not count as service for any purpose.

Personal leave

7.59 All employees, other than non-ongoing employees who are engaged for duties that are irregular or intermittent, are eligible to accrue and take paid personal leave.

7.60 Employees may take personal leave:

- because the employee is not fit for work due to a personal illness, or personal injury, affecting the employee
- for a range of compelling personal circumstances (where not otherwise provided by the department as miscellaneous leave with pay under clause 7.53), including for compassionate reasons, religious or cultural observance, genuine emergency situations such as bushfires, floods and earthquakes, attendance at certain activities, proceedings or ceremonies, or for any other approved purpose, and
- to provide care or support to a member of the employee's family or household who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.

7.61 Further information is available in the department's Leave policy.

- Manager responsibilities

7.62 Where a manager is aware that an employee's absence on personal leave due to personal illness or injury has or is likely to exceed five consecutive days, or where an employee takes a significant amount of lesser absences of personal leave in a calendar year, the manager must:

- advise the Health and Safety Section in National Office, or their local HR Manager in State/Territory Offices (regardless of whether the injury/illness is work related or otherwise), and
- where appropriate, require the employee to provide documentary evidence of the reasons for the leave where the absence is for more than three consecutive days, or the employee has taken five days or more of undocumented personal leave in a calendar year.

- Organisational health

7.63 During the life of this Agreement, in consultation with the National Staff Consultative Forum, the department will develop and implement a range of initiatives with the aim of continuing to reduce the department's average unscheduled absence rate per employee by one day per year for each year of the life of this Agreement. These initiatives may include:

- improved reporting and analysis
- improved guidance, support and training for employees and managers
- appropriate access to early and tailored professional rehabilitation case management intervention to assist employees and managers
- strategies to improve employee engagement (consistent with clause 5.2) and attendance, and
- the promotion of programs to facilitate employee awareness and general health and wellbeing.

7.64 In implementing the initiatives to reduce unscheduled absence, the department will ensure that employees are treated fairly and without bullying, harassment and discrimination. In addition, the parties recognise that under the General Protection provisions under the *Fair Work Act 2009*, no adverse action can be taken against an employee for accessing appropriate leave.

- Use of paid personal leave

7.65 An employee on paid maternity leave, or paid adoption/foster leave is not eligible to personal leave in the first 14 week period of that leave.

- Crediting and accrual of personal leave

7.66 Employees who commence their ongoing APS employment on engagement with the department will be credited with 18 days (135 hours for a full time employee or pro-rata for a part-time employee) of paid personal leave.

After one month of completed service, and each month of completed service thereafter, full time ongoing employees will be credited with 1.5 days (or 11 hours 15 minutes) of paid personal leave which equates to 18 days (135 hours) per accrual year.

Part-time employees will accrue personal leave on a pro-rata basis based on the employee's hours of work on the date that the leave accrues.

7.67 Non-ongoing employees accrue 1.5 days (or pro-rata for a part-time employee) for each full calendar month that they work.

7.68 Where an employee has been on unpaid leave for more than 30 calendar days which does not count for service (as outlined in the Leave policy), the monthly accrual will be reduced on an equivalent basis by the total number of days of unpaid leave taken in excess of 30 days.

- Accessing personal leave

7.69 The Secretary may grant the taking of personal leave by employees at either full pay or half pay. Half pay personal leave is debited from accrued leave on a pro-rata basis.

7.70 If the employee has exhausted all their accrued full pay personal leave, the employee may anticipate up to 10 days full pay personal leave within each accrual year from their future monthly credits, for the purposes of a personal illness or injury affecting the employee.

- Accumulation of leave

7.71 Unused accrued personal leave credits are carried over from month to month and accumulate without limitation during the employee's employment with the department.

7.72 Unused personal leave is not paid out when an employee retires or resigns, or their employment is terminated.

- Documentary evidence

7.73 Documentary evidence for personal illness and injury includes medical certificates provided by health practitioners, as detailed in the department's Leave policy.

7.74 If it is not reasonably practicable for an employee to provide a medical certificate, a statutory declaration by the employee may be provided in its place.

7.75 An employee requesting personal leave to provide care or support to a member of the employee's family or household, for the purposes of clause 7.60, may be required to provide documentary evidence (consistent with the preceding two clauses) of the need for the care or support.

- Invalidity

7.76 Unless an employee consents, their employment will not be terminated on invalidity grounds until the employee's full-pay personal leave credit has expired.

Additional paid personal leave due to personal illness or injury

7.77 Where an ongoing employee:

- has an identified disability or medical condition, and that condition requires ongoing medical management involving time off work to attend medical appointments, and/or hospitalisation and time to recuperate, and
- has exhausted all personal leave credits in advance of their next monthly accrual

the Secretary may grant the employee up to 10 additional days of personal leave at full pay in a calendar year.

- 7.78** Where the Secretary considers there are exceptional circumstances and all other forms of leave are exhausted, additional paid personal leave at half pay (beyond that granted through the preceding clause) may also be granted to an ongoing employee.

Additional paid personal leave for carer purposes

- 7.79** Additional paid personal leave for carer purposes is available to ongoing employees to provide temporary short-term care or support for a member of the employee's family or household who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member. It is not available to cover absences due to social or sporting events, pupil-free days, routine or full time care, or routine care over school holidays.

- 7.80** Where an employee has exhausted all of their personal leave credits in advance of their next monthly accrual, the Secretary may grant the employee up to 5 additional days of personal leave at full pay for carer purposes in a calendar year.

Additional unpaid personal leave

- 7.81** If an employee has exhausted all of their personal leave, and a medical practitioner certifies that they are unfit to return to work, they will be granted personal leave without pay. This provision does not apply if a medical practitioner nominated by the department has certified that the employee is fit to return to work.

- 7.82** In addition, all employees are entitled to two days unpaid personal leave for each occasion when a member of their family or household requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.

This leave is only available when an employee cannot take paid personal leave.

- 7.83** Unpaid personal leave granted beyond 52 weeks will count as service for long service leave purposes and as contributory service for superannuation purposes, but does not count as service for other purposes.

Portability of leave accrued in other employment

- 7.84** Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.

- 7.85** Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised.

- 7.86** Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Secretary may, at the employee's request, recognise any accrued annual leave and personal/carers leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation.

Purchased leave

- Purchased leave (44/52)

- 7.87** With the approval of the Secretary, ongoing employees (with the exception of employees on probation) may apply to purchase leave of between one and eight weeks per year.
- 7.88** Purchased leave reduces the annual salary of an employee in the same way as leave without pay and allows salary deductions to be spread over a maximum of 12 months.
- 7.89** Access to the purchased leave scheme will be favourably considered where the demands and priorities of the work area allow.
- 7.90** If an employee does not use all or part of the purchased leave within the purchased leave period, the employee will be re-funded the cost of the leave not taken at the rate it was purchased, as a lump sum.
- 7.91** Changes in an employee's salary or hours of work after entering into a purchased leave arrangement will not change the amount of leave available or the amount deducted from their salary.

- Extended purchased leave

- 7.92** Where an ongoing employee has accrued a period of two years of continuous employment with the department, they may apply to the Secretary for access to extended purchased leave.
- 7.93** This is a flexible arrangement consisting of a four year continuous work period followed by a one year continuous period of 'extended purchased leave', with salary spread over the five years at a rate of 80%.
- 7.94** If an employee does not use all or part of the extended purchased leave within the purchased leave period, the employee will be re-funded the cost of the leave not taken at the rate it was purchased, as a lump sum.
- 7.95** The one year period of extended purchased leave will not count as service for any purpose.

Unauthorised absence

- 7.96** Unauthorised absence is where an employee's absence from the workplace is without the approval of the employee's manager, in which event all pay and other benefits provided for under this Agreement will cease to be available until the employee resumes duty or is granted leave.

- 7.97** Where an employee is absent without approval for an aggregated period of 30 minutes or more during a flextime settlement period, the manager may require them to perform duty at a time outside the standard working day, or the employee's nominated working hours, for a period equal to the time they were absent from duty without approval. The employee would not be eligible for overtime payments for this period. If the employee does not make up the time, the period of absence will be without pay.
- 7.98** The ability to make up absent time does not apply where an employee is absent without approval due to industrial action as defined at section 19 of the *Fair Work Act 2009*.

War service sick leave

- 7.99** The Secretary will grant war service sick leave to ongoing and non-ongoing employees who are unfit for duty because of a war-caused condition that is an injury or disease that has been determined under the *Veterans' Entitlement Act 1986* to be war-caused or defence-caused.
- 7.100** Employees who are eligible for war service sick leave will be granted:
- a nine-week special credit of war service sick leave from the date they commence employment with the APS, and
 - a three-week annual credit of war service sick leave on the date of commencement with the APS and after each subsequent 12 months of service.

This may not be granted until the special credit has expired.

- 7.101** Unused annual credits will accumulate, subject to a maximum annual credit balance of nine weeks.

Yearly close down

- 7.102** Where at least 75 per cent of the employees in a team or work group of the department agree, and the Secretary approves, the team or work group may observe a close down over the Christmas and New Year period.
- 7.103** Where, in the view of a manager, it is not appropriate for supervisory reasons or there is a lack of sufficient work during the holiday period, the Secretary may direct that an employee at that office will observe that period of close down unless required to attend for duty.
- 7.104** Employees may choose to use either annual leave or flex credits to cover the close down period.
- 7.105** If an employee has insufficient annual leave or flex credits, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

Part 8 – Shift work arrangements

8.1 The Secretary may designate an employee, or group of employees, as shift workers if the employee(s) is rostered to perform ordinary hours of duty outside the period 6.30am to 6.00pm.

8.2 Shift workers will receive the penalty rates as set out in the following table:

Shift	Penalty rate (Ordinary duty)	Overtime rate
Monday to Friday	15 per cent where any part of the rostered shift falls between 6.00pm and 6.30am	150 per cent (time and one half) for the first three hours
	30 per cent where rostered on shifts worked continuously for more than four weeks that fall wholly within the hours of 6.00pm and 8.00am	200 per cent (double time)
Saturday	50 per cent	200 per cent (double time)
Sunday	100 per cent	200 per cent (double time)
Public Holiday	150 per cent	250 per cent (double time and one half)*

* Double time and one half on public holidays comprises the single time payment payable whether or not the employee works overtime, plus an additional time and one half payment.

Shift work and overtime

- 8.3 A shift worker whose roster does not include work on public holidays or weekends but is required to work overtime on a public holiday is paid:
- 150 per cent (time and one half) for duty on that public holiday that falls within the hours normally worked by the shift worker as part of their roster, or
 - 250 per cent (double time and one half) for duty on that public holiday that falls outside the hours normally worked by the shift worker as part of their roster.

Shift rosters

8.4 Rosters are to be determined by negotiation between the employee and their manager and equitably shared among employees in the work area. Where possible the roster is to have a forward rotation of shifts, for example day shift followed by night shift. Conditions relating to change of shift notice and posting of rosters will be discussed at the local work area level.

8.5 An employee should not be required to work more than one shift in each 24 hours. Shift workers must not be required to work more than five consecutive hours without an unpaid meal break of at least 30 minutes, unless in exceptional circumstances.

- 8.6** During the life of this Agreement, in consultation with the National Staff Consultative Forum, the department will investigate the implementation of an automated shift work rostering system, with a view to improving the quality and reconciliation of shift work rostering, leave recording by employees, and related administrative processing by the department.
- 8.7** When implemented, it will be mandatory for all shift workers and shift managers to utilise this shift work rostering system as the department's standard system for recording and processing shift work rostering and attendance arrangements.

Exchange of shifts

- 8.8** Shift workers may exchange shifts or rostered days off by mutual agreement provided that they have the consent of the manager and provided the arrangement does not give any employee an eligibility to an overtime payment.

Public holidays and shift work

- 8.9** The following table details the penalty and overtime payments and time off in lieu arrangements available to shift workers in relation to public holidays:

Public holidays	Payment due
Ordinary rostered duty	150 per cent (time and one half) penalties
Rostered off duty	One day off in lieu within one month of the public holiday OR pay one day at single time
Rostered part on/part off	150 per cent (time and one half) for the period rostered on duty and time off in lieu or payment of single time for the balance of a standard day
Overtime while rostered off duty	250 per cent (double time and one half) for the overtime worked and in addition, where overtime is less than a standard day, the difference between the period of overtime and a standard day is paid at single time.
Rostered on during annual leave	Penalties not paid. Public holiday period is not deducted from the annual leave credits.

- 8.10** The minimum additional payment for each separate attendance on a public holiday will be three hours. If the employee is required to attend more than once, the additional payment will not exceed that for the total time had the employee remained on duty from the commencing time on one attendance to the ceasing time of duty on a subsequent attendance. Duty broken for a meal period will not constitute more than one attendance.
- 8.11** If the shift worker is required to perform rostered duty on each of the days of the week, the employee will, in respect of a public holiday which occurs on a day on which the employee is rostered off duty, be granted a day of leave in lieu of that holiday, if practicable, within one month after the holiday. If a day of leave in lieu is not practicable, one day of pay at ordinary rates will be paid. One day of pay in this case means the payment the employee would have received for the public holiday if they were not a shift worker, for example 7 hours 30 minutes.

Emergency duty and shift work

8.12 A shift worker is subject to the emergency duty arrangements as detailed in clauses 4.89 to 4.92.

Domestic business related travel and shift work

8.13 A shift worker who is required to travel for work purposes on their rostered day off may claim time off in lieu at single time for the time spent travelling. This time is to be taken at a time agreed by the employee and their manager.

8.14 Shift work employees who undertake domestic travel out of hours may claim one hour each way for travel into and out of a capital city and one half hour each way for travel into and out of all other locations, when the employee is travelling from their home to the airport and vice versa.

8.15 In the case of domestic car travel, employees may claim the actual travel time to (and from) the location to which they are travelling to work minus the time it takes them to commute between home and work in normal circumstances.

8.16 Travel to Papua New Guinea from Thursday Island is considered 'domestic' travel for purposes of this clause.

Annual leave and shift work

- Continuous shift work

8.17 Continuous shift workers who:

- are employed in a part of the department where shifts are continuously rostered 24 hours a day for 7 days a week, and
- are regularly rostered to work those shifts, and
- regularly work on Sundays and public holidays

are entitled to five days (or 37 hours 30 minutes) in addition to the 20 days annual leave outlined at Part 5 of this Agreement.

- Non-continuous shift work

8.18 Non-continuous shift workers, who work shifts other than as described in the preceding clause, accrue an additional half day annual leave for every Sunday worked in the previous calendar year, to a maximum accrual of five days of annual leave per calendar year.

8.19 Sundays worked include ordinary duty and rostered overtime of at least three hours duration.

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

- Shift penalties and annual leave

- 8.21** Penalties paid during periods of annual leave will be paid at the full penalty rate. If employees take their annual leave at half pay, they will be entitled to payment of 50 per cent of the penalties they would have attracted if they had not taken leave.

Personal leave and shift work

- 8.22** Where a shift worker is absent on personal leave with pay, the hours of duty they would normally have performed are deducted from their personal leave credits. Payment during this leave is at the employee's ordinary rate of pay, not at the shift penalty rate.
- 8.23** Where a public holiday occurs while an employee is on personal leave with pay, no deduction is made from the employee's personal leave credit. The employee is paid at their ordinary rate of pay (not the penalty rate) for the hours they were rostered to work on the public holiday.
- 8.24** Where a shift worker is absent on personal leave without documentary evidence, and subject to clauses 7.62 and 7.73 to 7.75, an absence on full shift is regarded as one of the five days of personal leave permitted without documentary evidence. An absence of part of a shift is calculated as a percentage of the hours normally worked on that shift, and this percentage of a day is deducted from the permitted five days. The three consecutive days of absence permitted without documentary evidence is regarded as three consecutive shifts.

Rest relief – shift workers

- 8.25** Where an employee works so much overtime that the employee is unable to have eight consecutive hours (plus reasonable travelling time) off between ceasing duty at the end of one day and commencing duty the next day, the employee is permitted to be absent from duty for a period of eight consecutive hours (plus reasonable travelling time) without loss of pay. If the overtime is worked on a Saturday, Sunday or public holiday and it is not an ordinary working day, or the employee is on a rostered day off, the employee is entitled to at least eight consecutive hours off duty in the 24 hours preceding the employee's commencing time on the next ordinary shift. A shift worker therefore receives any penalty payment for duty they would have performed if they had not been on rest relief.
- 8.26** If the supervisor directs an employee to resume duty without having had eight consecutive hours (plus reasonable travelling time) off between overtime and ordinary duty, the employee will be paid at double ordinary time rates for all duty performed until it is possible to have the required time off. If the period of time off extends into ordinary hours of duty, no reduction in pay will occur.

Part 9 – Domestic travel

9.1 During the life of this Agreement, in consultation with the National Staff Consultative Forum, the department will review travel arrangements with a view to seeking significant savings from the department's overall travel arrangements, for implementation during the life of the Agreement. Any new travel arrangements will:

- ensure employees will not be out of pocket for the cost of accommodation, meals or incidentals whilst travelling on official business
- as a productivity measure, recoup the Input Tax Credit (GST) component of travel costs
- ensure there are no direct or indirect additional travel costs incurred by the department (for example, through improved administration and automated acquittal processes), and
- introduce any new and cost-effective business processes that are consistent with the terms of the department's travel provider contract.

Employee expenses

9.2 Employees will only travel for work purposes where a genuine business need exists. To this effect, wherever possible, employees and their managers will alternatively utilise the department's teleconferencing, videoconferencing and IT facilities (such as virtual classroom) to minimise the need for travel by aeroplane, motor vehicle or any other means.

9.3 The department will meet the costs of accommodation, fares, meals and incidental expenses for employees required to travel for work purposes, as outlined in the department's Travel policy.

9.4 Where accommodation is not required, the employee will receive the following payments in lieu of the cost of accommodation:

- a Camping or Boating Allowance of \$102 per overnight stay where an employee is required to camp out or be at sea for official purposes, or
- a payment of \$64 per overnight stay in all other situations.

9.5 Further information is available in the department's Travel policy.

Travelling allowance

9.6 The Secretary may adjust the rate of travelling allowance from time to time.

9.7 In circumstances where an employee is away from their home base for a period of 21 days or longer, the Secretary may determine a lesser rate of allowance based on a reimbursement of reasonable costs. This would usually occur where the employee has arranged longer-term accommodation at a lower cost. In these circumstances, the employee will receive the full travelling allowance upon arrival before taking up the option of cheaper long-term accommodation.

- 9.8 Further information on travel allowance arrangements is available in the department's Travel policy.

Part day travel allowance

- 9.9 Employees who travel for business purposes but are not required to stay overnight will receive part-day travelling allowance provided the employee is absent from their home base for 10 hours or more. Part day travelling allowance is paid at the rate of \$51 per day and is taxable. The Secretary may review the amount paid.

Motor vehicle allowance

- 9.10 An employee who is receiving motor vehicle allowance may be reimbursed parking fees, bridge, freeway and car-ferry tolls incurred while using the car on duty, subject to the manager being satisfied that such fees are justified and cheaper than if the vehicle had been left in an unrestricted parking area and public transport had been used.
- 9.11 Where the Secretary considers that it will result in greater efficiency or involve less expense, the Secretary may authorise an employee to use a private car owned or hired by the employee at their own expense for work purposes.
- 9.12 Further information is available in the department's Travel policy.

Medical and compassionate travel

- 9.13 All ongoing employees who are permanently stationed, or on term transfer at a designated remote locality, may be entitled to assistance with fares and/or accommodation for medical and compassionate travel for the employee and any dependants or spouse/partner residing with them. Further information is available in the department's Allowances policy.

Airport allowance

- 9.14 Where an employee is required to travel to an airport to perform duty which commences or ceases between 7.00pm and 7.00am inclusive, an allowance of \$7 will be paid for each full or part day of duty.
- 9.15 This allowance is also payable to employees required to travel to perform duties at locations determined by the Secretary as non-urban isolated establishments, and where the travel to that location is not at the department's expense. In this event, allowance payment will be based on the following formula:

$$\text{Distance (kms)} \times 75 \text{ cents per kilometre} \times 2$$

where distance is a minimum of 3.5 kilometres.

- 9.16 Further information is available in the department's Allowances policy.

Excess fares

- 9.17 An employee will not receive reimbursement for excess fares if they are receiving travelling allowance.

- Temporary relocations

9.18 The Secretary will approve the reimbursement of reasonable excess fares incurred while performing duty temporarily at a place other than their usual place of work, when the cost of travelling to and from the temporary location is greater than the cost of travelling to and from their usual place of work.

- Permanent relocation because of a reorganisation

9.19 The Secretary will approve the reimbursement of reasonable excess fares incurred by an employee who, because of the closure of a departmental office, a structural reorganisation or the relocation of functions between offices, is directed to proceed to a place of work in anticipation of a permanent relocation.

9.20 Excess fares will not apply to permanent office movements in the same general locality, for example within city centres or to neighbouring suburbs.

Emergency travel

9.21 If an employee becomes critically or dangerously ill while on duty and absent from their normal place of work, the Secretary will approve the reimbursement of the reasonable costs incurred by a family member who travels to be with and assist the employee.

Rest periods

9.22 If the employee undertakes a journey for official purposes with a continuous travelling time of more than 12 hours, the employee will be entitled to a rest period before commencing duty. A rest period is defined as a period of sufficient duration to enable overnight rest, but not longer than 24 hours.

9.23 If the employee undertakes a journey for official purposes with a continuous travelling time of more than 20 hours, the employee will be entitled to two rest periods before commencing duty. One rest period may be taken partway through the journey, and the remaining rest period may be taken at the end of the journey, or both rest periods may be taken at the end of the journey. In the latter case, the combined rest periods may not be longer than 48 hours.

Airport lounge membership

9.24 An employee may be eligible for airport lounge membership.

Employees required to travel on a regular and ongoing basis may be provided with airport lounge membership with the agreement of their manager.

Further information is available in the department's Travel policy.

Part 10 – Redeployment and redundancy

10.1 In situations where there are excess employees, the Secretary will take reasonable steps to assign the employees to other duties at the same classification level in the department, or to assist them to move to another APS agency (consistent also with applicable APS-wide redeployment principles, mechanisms and arrangements).

Eligibility

10.2 These provisions apply only to ongoing employees who are not on probation.

10.3 An employee is excess to the department's requirements where:

- the number of employees at his or her classification is greater than is necessary for the efficient and economical working of the department, or
- the employee's services cannot be effectively used because of technological or other changes in the work methods of the department or changes in the nature, extent or organisation of the functions of the department, or
- the employee's duties have been transferred to a locality to which the employee is not willing to move and the Secretary determines that these provisions will apply to the employee.

Consultation process

10.4 An employee will be advised that they are likely to become excess at the earliest practical time after the Secretary is aware that this is the case. The advice to the employee will also include the reasons why they are likely to become excess and an invitation to participate in discussions about:

- measures that could resolve the situation, including redeployment opportunities at or below level
- referral of the employee to a redeployment agent, and
- whether voluntary redundancy might be appropriate.

10.5 Where 15 or more employees are likely to be declared excess, the department will consult with the relevant trade union(s) consistent with the provisions of Subdivision B of Division 2 of Part 3-6 of the *Fair Work Act 2009*.

Notification as an excess employee

10.6 Employees who are excess to the department's requirements after the above-mentioned discussions will be notified of this in writing.

10.7 Where the employee, or where they choose their nominated representative, has refused to participate in discussions, this notification will occur one month after the request to the employee to participate in the discussions.

- 10.8** The Secretary will nominate a person in the department with whom the employee can discuss redeployment options, which may include referral to a redeployment agent.

Voluntary redundancy

- 10.9** Once an excess employee has been notified that they are excess, employees who are not excess may be invited to express interest in voluntary redundancy if their redundancy would permit the redeployment of employees who would otherwise remain excess to requirements.
- 10.10** From the date employees are advised that they are excess, they may opt for either:
- an immediate offer of voluntary redundancy, or
 - an opportunity to pursue redeployment followed by an offer of voluntary redundancy if they are not redeployed (in which event the employee becomes formally excess by virtue of the voluntary redundancy offer).
- 10.11** An employee will only be made one such offer of voluntary redundancy.
- 10.12** An employee offered voluntary redundancy, in any circumstance, will have one month to consider the offer. Unless the employee agrees, the Secretary will not issue a notice of termination before the one-month consideration period has passed.
- 10.13** In the month prior to, or following, the offer of voluntary redundancy, an employee must be given information on the:
- amount of severance pay, pay in lieu of notice and paid up leave credits
 - amount of accumulated superannuation contributions
 - options open to the employee concerning superannuation, and
 - taxation rules applying to the various payments.
- 10.14** The one-month consideration period can be reduced by agreement between the Secretary and the employee where the employee advises that they have been provided with the advice detailed in the preceding clause. Where the period is reduced, the employee will be paid:
- for the unexpired period of the consideration period as at the date of termination, and
 - a payment in lieu of the relevant period of notice provided under the heading 'Period of Notice' below.

Redeployment

10.15 An employee who chooses to pursue redeployment will have a two-month period to pursue redeployment from the date of notification that they are potentially excess. They will be assisted by a redeployment agent and/or the person in the department nominated by the Secretary with whom the employee can discuss redeployment options, including any existing employment options in other APS agencies (consistent also with applicable APS-wide redeployment principles, mechanisms and arrangements).

Financial advice

10.16 Employees who have been made an offer of voluntary redundancy will be provided with assistance in seeking financial advice. Upon production of receipts that services have been provided, the department will reimburse the employee for costs associated with consultations with a qualified financial adviser of the employee's choice up to a maximum of \$640.

Period of notice

10.17 Where an excess employee elects for voluntary redundancy with a severance (or redundancy) benefit, the Secretary may terminate their employment under section 29 of the *Public Service Act 1999* on the grounds that he/she is excess to the department's requirements, after giving notice of:

- five weeks for employees who are over 45 and who have a least five years of continuous service, or
- four weeks for all others.

10.18 Where an employee's employment is terminated either before or within the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Severance (or redundancy) benefit

10.19 An employee whose employment is terminated under section 29 of the *Public Service Act 1999* after electing voluntary redundancy with a severance (or redundancy) benefit is entitled to payment of:

- a sum equal to two weeks' salary for each completed year of continuous service, and
- 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.

10.20 The minimum sum payable will be four weeks' salary, as adjusted where necessary to take account of any minimum entitlement under the NES, and the maximum will be 48 weeks' salary.

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

10.22 Service for severance benefit purposes means:

- service in the department
- Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*
- service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes
- service in the Australian Defence Forces
- APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes, and
- service in another organisation where:
 - an employee was transferred from the APS to that organisation with a transfer of function, or
 - an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS, and
 - such service is recognised for long service leave purposes.

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

- the break in service is less than one month and occurs 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
- 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*.

10.24 Any period of service which ceased:

- by way of termination under section 29 of the *Public Service Act 1999*
- prior to the commencement of the *Public Service Act 1999* by way of retrenchment, retirement on grounds of invalidity, inefficiency or loss of qualifications, forfeiture of office, dismissal, termination of probationary appointment for reasons of unsatisfactory service
- by voluntary retirement at or above the minimum retiring age applicable to the employee, or
- with the payment of an employer-financed retirement benefit

will not count as service for severance benefit purposes.

10.25 Absences from work which do not count as service for long service leave purposes will not count as service for severance benefit purposes.

Salary for severance (or redundancy) benefit purposes

10.26 For the purpose of calculating a severance benefit, salary includes:

- the employee's salary at their classification level, or
- the salary at a higher classification level, where the employee has been working at the higher level on higher duties for a continuous period of at least twelve months immediately preceding the date on which the employee is given notice of termination, and
- other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty, and
- to the extent that redundancy payment is required by the NES, any additional amount required by the NES.

Retention periods

10.27 Where an excess employee has not elected for voluntary redundancy with a severance (or redundancy) benefit, the Secretary will not terminate the employee's employment until the following retention periods have elapsed:

- 13 months where an employee has 20 or more years of service or is over 45 years of age, or
- seven months for all other employees.

If, however, an employee is entitled to a redundancy payment in accordance with the NES, the relevant retention period as outlined above in this clause will be reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause). For example, an employee who would otherwise be eligible for a retention period of seven months and a NES redundancy payment equivalent to 12 weeks' salary, will be offered a retention period of seven months minus 12 weeks.

10.28 This retention period will commence on the earlier of the following:

- the day that the employee is advised in writing by the Secretary that they are an excess employee, or
- one month after the day on which the Secretary invites the employee to accept voluntary redundancy

subject to reductions in the length of period to offset redundancy entitlements under the NES, as described in the preceding clause.

10.29 The retention period will be extended by any periods of certified personal leave taken by the employee for reasons of personal illness or injury during the retention period. Any such extension will be reduced by an amount equivalent to the NES redundancy entitlement.

10.30 During the retention period, the Secretary:

- will continue to take reasonable steps to find alternative employment for the excess employee, and
- may, on request, provide assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment, and
- may, with four weeks' notice, assign the employee to duties at a lower classification as a means of securing alternative employment. Where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.

10.31 During a retention period an employee's salary will be:

- the salary at their classification level, or
- the salary at a higher classification level, where the employee has been working at the higher level on higher duties for a continuous period of at least 12 months immediately preceding the date on which the employee was notified that they were excess and that acting would have continued but for being declared excess, and
- other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

10.32 An excess employee required to move their household to a new locality because of a reassignment of duties, will be entitled to reasonable expenses subject to negotiation with the Secretary.

10.33 Where there is insufficient productive work available for the excess employee within the department during the remainder of the retention period, and there are no reasonable redeployment prospects in the APS, the Secretary may:

- with the agreement of the employee, terminate the employee's employment under section 29 of the *Public Service Act 1999*, and
- upon termination, pay the balance of the retention period to the employee as a lump sum, with any such payment being reduced by an amount equivalent to the employee's entitlement to redundancy pay under the NES. This payment will be taken to include payment in lieu of notice of termination of employment. An employee whose employment is terminated in these circumstances will also be entitled to a redundancy payment in accordance with their NES entitlement.

10.34 The Secretary may involuntarily terminate the employment of an excess employee at the end of the retention period.

- 10.35** An excess employee will not have their employment terminated involuntarily if:
- they have not been offered voluntary redundancy, or
 - if they have accepted voluntary redundancy and the Secretary has refused to approve it.
- 10.36** An excess employee whose employment is involuntarily terminated will be given:
- five weeks notice or payment in lieu of notice – for employees who are over 45 years of age and who have a least five years of continuous service, or
 - four weeks notice or payment in lieu of notice for others.
- 10.37** The specified periods of notice will, as far as practicable, be concurrent with the retention periods.

Part 11 – Other conditions and arrangements

Accommodation standards

- 11.1 The department will provide its employees with accommodation that meets the following principles:
- a modern office environment that responds flexibly to changing business needs
 - an office environment that is safe and healthy
 - an office environment that is supportive of flexible work practices and which promotes job satisfaction
 - an office environment that promotes productivity
 - an office environment that is cost effective and makes efficient use of space, energy and work stations, and
 - an environmentally sound workplace.
- 11.2 In its planning and delivery of accommodation, the department will make every effort to ensure that the principles outlined above are reflected. Where a normal work environment is disrupted, consideration will be given to the payment of a disruption allowance under clauses 6.7 to 6.11.
- 11.3 The department will consult regularly with employees, and at the earliest opportunity in the workplace and through State and Territory office consultative forums, on accommodation matters and when there are plans to refurbish or relocate departmental premises. Where national issues arise, consultation will take place at the National Staff Consultative Forum.
- 11.4 The NSCF will be consulted on any changes to the accommodation guidelines during the life of this Agreement.

Automated processes

- 11.5 During the life of this Agreement, in consultation with the National Staff Consultative Forum, the department will seek to implement on-line arrangements (in addition to those outlined at clauses 4.15, 5.3 and 8.6), or further refine existing automated arrangements, with a view to achieving efficiencies. For example, the department's existing PDA on-line and e-recruitment systems will be improved to make aspects of the department's performance management framework and recruitment processes more efficient. Other business processes for examination with a view to automation, where appropriate, include commencement of employment processes (eg. probation) and the range of existing paper-based forms.

Carers' rooms

- 11.6 The department will establish and maintain carers' rooms, where possible and as resources allow. These rooms are intended for occasional use by employees to cater for family or personal needs or emergency care situations. Where carers' rooms are provided, they will include facilities consistent with their use including facilities that allow employees to use them for breast-feeding and for expressing breast milk.

Death of an employee

- 11.7** Where an employee dies, or the Secretary has directed that an employee will be presumed to have died on a particular date, the Secretary may authorise the payment of the amount to which the former employee would have been entitled had they ceased employment by resignation or retirement. Before making any payments or ceasing the employee's salary, the Secretary shall make contact with the employee's family to discuss the department's process in these circumstances.
- 11.8** Any monies owing to the Commonwealth because of advanced annual leave credits will be waived.

Diversity

- 11.9** The parties covered by this Agreement commit to practical measures to improve the diversity of the department's workforce, including the recruitment, retention and career development of Aboriginal and Torres Strait Islander peoples, people with disability, mature age workers, and employees from culturally and linguistically diverse backgrounds.
- 11.10** In these respects, the parties covered by this Agreement will jointly develop programs to increase the level of recruitment, retention and career development of, and the use of reasonable adjustment for, these groups.

For example, Aboriginal and Torres Strait Islander peoples and people with disability have been identified as priority groups in the *Workplace Diversity Strategy 2011-13* and the *Reconciliation Action Plan 2010-12* where actions have been identified for the department to work to:

- achieving the COAG target of 2.7% Indigenous ongoing employee representation by 2015, and
 - increasing the proportional representation of people with disability.
- 11.11** The department also values the skill, expertise and knowledge held by mature aged workers, and their key role in the professional development and mentoring of younger workers. To this effect, with a view to encouraging those making a valuable contribution to stay longer in the workforce, reasonable consideration will be given to flexible working arrangements as a means of retaining mature age workers in the department. Employees are encouraged to explore these flexibilities as a means of assisting younger colleagues and extending their working lives.

Domestic relocation expenses

- 11.12** The department will meet fair and reasonable costs incurred by employees who relocate from one geographical location to another and which are:
- **term transfers** – the Secretary may identify management positions in State and Territory Offices and Immigration Detention Facilities as term transfer positions, that is, to be filled by employees stationed at the locality for a specified period (usually six months or more).

- Employees who move from one geographical location to another, as a result of a term transfer, will receive assistance with relocation costs for them and their accompanying dependants; travel by car or by aeroplane, removals – uplift and storage of household furniture and personal effects; transport of domestic pets (up to \$192); transfer allowance (unaccompanied \$1,916; accompanied \$3,194 and \$639 per additional child); costs of sale and purchase of home; advance of bond money; settling in allowance; education costs allowance; and fares assistance. Further information is available in the Domestic Relocation policy
- **temporary transfers** – a movement undertaken by an employee for a temporary period to undertake specific duties, or provide assistance because of departmental business priorities, in a different geographical location from the employee’s usual place of work (usually for less than six months)
 - Employees who move from one geographical location to another, as a result of a temporary transfer, will receive assistance with relocation costs; travel by car or by aeroplane, and travel allowance in accordance with clauses 9.6-9.8 of this Agreement. Fares assistance may also be available to employees who are required to transfer temporarily for more than three months. Further information is available in the Domestic Relocation policy
- **engagement, promotion or movement** to a job with the department in a different geographical location from that in which the employee normally works and/or resides. This includes employees recruited under the Graduate Development Program and the National Indigenous Cadetship Program, or
- **transferred for a temporary period** to undertake specific duties due to departmental business priorities.

11.13 Employees who reside in a Commonwealth dwelling will pay an amount from their salary as a rental contribution.

11.14 Employees may also move for personal or career development reasons. Where the Secretary determines that there is a need for an employee’s skills in a new location where there has been difficulty recruiting suitable employees, they may approve the reimbursement of some or all of an employee’s relocation expenses.

11.15 Further information is available in the department’s Domestic Relocation policy.

Employee Assistance Program

11.16 The department will provide employees with access to confidential professional counselling services to assist with work or personal issues via the Employee Assistance Program. These services will also be available to the family members of employees.

- 11.17** The first two consultations with the Employee Assistance Program may be counted as work time.

Environmental sustainability

- 11.18** The department and its employees are committed to developing and implementing measures to improve the environmental sustainability of the department's operations, including measures to address global warming. Employees will implement measures to give effect to this commitment and take personal responsibility for recycling and reducing unnecessary energy usage.

- 11.19** During the life of this Agreement, the department will consult with the National Staff Consultative Forum about giving effect to the commitment in the preceding clause. This work will include a departmental review of utilities usage, such as the number and usage of fleet vehicles, facsimiles and mobile phones used by employees for work purposes, with a view to determining whether environmental and savings efficiencies may be made.

Home based work

- 11.20** Home based work may be accessed by employees subject to operational requirements and where consistent with the department's Home Based Work and Working Hours policies.
- 11.21** Home based work arrangements will be set out in a Home Based Work application form. The agreed contents of an application can only be varied by mutual consent and may be terminated by either party with a minimum notice period of four weeks (or shorter if agreed).

Individual flexibility arrangements

- 11.22** (1) The Secretary and an individual employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Enterprise Agreement if:
- (a) the Agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed
 - (ii) overtime rates
 - (iii) penalty rates
 - (iv) allowances
 - (v) remuneration, and/or
 - (vi) leave, and
 - (b) the arrangement meets the genuine needs of the department and employee in relation to 1 or more of the matters mentioned in paragraph (a), and
 - (c) the arrangement is genuinely agreed to by the Secretary and employee.

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

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

(3) The Secretary must ensure that the individual flexibility arrangement:

- (a) is in writing, and
- (b) includes the name of the department and employee, and
- (c) is signed by the Secretary 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 this Enterprise Agreement that will be varied by the arrangement, and
 - (ii) how the arrangement will vary the effect of the terms, and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and

(e) states the day on which the arrangement commences.

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

(5) The Secretary or employee may terminate the individual flexibility arrangement:

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

11.23 Individual flexibility arrangements made pursuant to clause 11.22(1)(a)(v) will supplement an employee's remuneration to meet particular workplace or operational requirements, subject to employees being classified and remunerated in accordance with clause 3.3 and relevant Work Level Standards. The number of individual flexibility arrangements entered into for this purpose will be reported to the National Staff Consultative Forum.

Job sharing

11.24 Job sharing may be accessed by employees subject to operational requirements and where consistent with the department's Working Hours policy.

Mobility

11.25 The department supports the aspirations of its employees, where appropriate, to mobility for personal and/or compassionate reasons and/or career development, and to promote the development of a more skilled and flexible workforce better able to contribute to departmental outcomes.

11.26 The following principles will guide mobility in the department:

- wherever possible, moves will be voluntary
- in cases where moves are not voluntary, the department will consult with affected employees, and where they choose, their representatives, in accordance with the consultative provisions at Part 9 of this Agreement (eg. any location of work arrangements). The department will also take into consideration any personal circumstances that might affect an employee's capacity to move, and
- an employee will not be required to transfer for mobility purposes where the transfer would require a geographical move between cities or states (except for moves between adjacent cities in the same metropolitan area, for example between Sydney and Parramatta).

11.27 The department will, in consultation with the National Staff Consultative Forum, develop a mobility policy within six months of the commencement of this Agreement that:

- promotes greater workforce flexibility and fosters a learning culture
- supports the department's strategic theme of having well trained and supported staff
- supports internal mobility of employees where appropriate, including between State and Territory Offices and National Office, and
- reduces administrative requirements associated with job mobility.

Movement Monitoring Officers (MMOs)

11.28 In consultation with the National Staff Consultative Forum, the department will commence implementation of the agreed outcomes and recommendations of the MMO review committee (in relation to office accommodation, IT, vehicles, training and career development arrangements for MMOs) within six months of the commencement of this Agreement.

Occupational health and safety

11.29 All reasonable steps will be taken to provide employees with a healthy and safe workplace consistent with the *Occupational Health and Safety Act 1991* and having regard to the agreed Health and Safety Management Arrangements between the parties by:

- protecting the health and safety of all employees, contractors, visitors and other persons at or near a workplace under the department's control and arising from the conduct of the department's undertakings, and
- developing, implementing and maintaining the department's National Injury Prevention and Management Plan.

Outside employment

- 11.30** Employees, including those on leave from the department (either with or without pay), must obtain the Secretary's written approval before commencing any employment outside their official duties. In so doing, employees must first establish that such employment (whether paid, unpaid or voluntary work) will not create a conflict of interest (either real or apparent) with their employment in the department, or is likely to affect their ability to perform their official duties with the department.
- 11.31** An employee who has commenced outside employment before joining the department must obtain the Secretary's written approval to continue that employment immediately upon joining the department, for the reasons outlined in the preceding clause.

Outsourcing

- 11.32** Any decision to outsource the provision of work currently undertaken by the department's ongoing employees will be:
- undertaken consistent with the consultative provisions outlined at clauses 2.1 to 2.6 of this Agreement, and
 - consistent with the Government's Procurement Guidelines and Fair Work Principles (for example, be in the public interest, have regard to the quality and accessibility of services, and not be used to undermine the entitlements of employees).

Overseas conditions of service

- 11.33** The department is committed to providing high level support and good working conditions to its employees overseas.
- 11.34** Full details of the Overseas Conditions of Service (OCOS) entitlements are determined by the Secretary from time to time. Key elements of the package of conditions applying to employees on short term missions or long-term postings overseas will include:
- a range of expenses associated with the posting including pre-posting expenses, removal/storage of household goods, insurance costs for household goods taken overseas or put into storage in Australia and the costs of travel to and from the post
 - overseas living and cost of posting allowances which compensate employees for the additional costs of living overseas and aim to maintain the Australian standard of living at the overseas locality
 - assistance with meeting the extra cost of dependant children whilst on posting
 - residential accommodation at the post
 - relocation assistance
 - a package of conditions for employees serving at a designated hardship post, and
 - any other allowances or conditions determined by the Secretary.
- 11.35** Further information is available in the department's Overseas Conditions of Service Manual.

- 11.36** An OCOS Review Committee will operate as a sub-committee of the National Staff Consultative Forum (NSCF) and will meet at least annually. It may make recommendations to the Secretary through the NSCF and will be consulted on any proposed changes to overseas conditions.

Probation

- 11.37** Probationary periods for new employees will be three months, unless otherwise determined by the Secretary, and will be specified in each offer of engagement. The Secretary may extend a probationary period in exceptional circumstances.

- 11.38** Further information is available in the department's Probation policy.

Professional costs, fees or development

- Professional costs and fees

- 11.39** The department will pay for professional association membership costs and/or practicing certificates and/or formal accreditation or registration fees where there is a mandatory prerequisite or requirement to maintain these arrangements with a professional body in order to perform the duties of a particular role in the department.

For example, as Medical Officers are required to maintain professional medical registration as part of their mandatory qualifications with the department, the Secretary will approve payment of the related annual registration fee (for example, through the Australian Health Practitioner Regulation Agency) upon production of an appropriate invoice or receipt.

- Continuing professional development allowance and training

- 11.40** With the agreement of the Secretary, Medical Officers and Legal Officers are eligible to receive a Continuing Professional Development Allowance (CPDA) of up to \$4,500 each financial year, to meet any mandatory requirements for continuing professional development to attain and maintain relevant and agreed skills and knowledge, upon production of appropriate documentary evidence.

- 11.41** The rate of CPDA will be pro-rata for a part-time employee (the Secretary may determine the full amount is payable in exceptional circumstances), and be available pro-rata for these employees commencing service part way through a financial year. The Secretary may determine that other classifications or specialist roles are eligible for payment of CPDA. The allowance rate may be increased by the Secretary in circumstances where it is agreed the standard amount is insufficient to meet relevant and approved professional development.

11.42 The Secretary will, subject to operational requirements and production of appropriate documentary evidence, approve up to five days paid leave per financial year (on a non-accruable basis) for attendance by Medical Officers and Legal Officers (or other classifications or specialist roles as determined by the Secretary) at conferences and seminars where it is determined they are directly relevant and required to maintain any necessary professional registration, qualifications, certificate or college requirements. In these circumstances, the absence will be treated the same as for attendance at approved training or courses.

The Secretary may approve more than five days paid leave for these purposes in exceptional circumstances.

Public Affairs Officers' equipment

11.43 Public Affairs Officers who, by arrangement with their manager, regularly use their own equipment (including VCRs, recording devices, personal computers, printers, cameras) for official purposes will have their equipment maintained and relevant consumable items (cartridges, film, tapes, CDs, DVDs etc) supplied at the expense of the department. As far as practicable, storage facilities will be supplied for employees' equipment when used at work.

Recruitment

11.44 The department's recruitment and selection arrangements are conducted in accordance with the *Public Service Act 1999* and reflect the APS Values. Wherever possible, and where a genuine business need exists as determined by the relevant work area, vacant positions will be advertised for permanent filling as soon as possible and no later than within the first 12 months of an ongoing employee acting in that position.

Reimbursement for loss or damage of clothing or personal effects

11.45 If an employee suffers loss or damage to clothing or personal effects, and the Secretary is satisfied that the loss or damage:

- has occurred while the employee was protecting or endeavouring to protect property of the Commonwealth from loss or damage, or
- has been caused by a fault or defect in goods or other property belonging to the Commonwealth, or
- has resulted from an act or omission by another person employed by the Commonwealth, and
- the employee took the precautions that might reasonably have been expected to have been taken to avoid the loss or damage, and
- the employee could not reasonably have been expected to have insured himself/herself against loss or damage occurring in the circumstances in which the loss or damage occurred, and

- the employee could not reasonably be expected to take proceedings for the recovery of an amount equal to the amount of the loss or damage sustained from a person who may be liable to the employee for the loss or damage

then the Secretary may reimburse the employee reasonable expenses associated with the loss or damage upon the production of receipts. Some claims may be subject to Fringe Benefit Tax.

Resignation

11.46 An employee must give two weeks' notice of their intention to resign before the resignation will take effect. The Secretary may grant a shorter period of notice in exceptional circumstances.

Service centres

11.47 During the life of this Agreement, in consultation with the National Staff Consultative Forum, the department will review the general working arrangements and conditions of the department's Service Centre employees.

Studies assistance

11.48 Studies assistance is available to ongoing employees, who have successfully completed probation, for approved courses that are relevant to the department's operational requirements.

11.49 The following forms of assistance for employees undertaking tertiary education are:

- financial assistance
- study leave, and
- access to flexible working arrangements for study purposes.

- Financial assistance - reimbursement of compulsory fees and course materials

11.50 Under the Studies Assistance policy, employees are eligible for reimbursement of course fees up to \$793 for the first approved subject in a semester, and up to \$566 per semester for each additional subject. Employees studying approved full-year subjects over more than one semester, and therefore paying the equivalent of two semesters' course fees, are eligible for reimbursement of two semesters' course fees.

11.51 Studies Assistance is not available for:

- non-ongoing employees, or
- employees on probation (including employees on the Graduate Development Program).

11.52 Employees undertaking Legal Workshop are eligible for total reimbursement of up to \$2,376 for course fees for the entire course of study. Where the Workshop is undertaken part-time, at the end of each semester an employee is eligible to claim reimbursement of up to \$1,188 for course fees for units successfully completed that semester, subject to a maximum reimbursement of \$2,376 for the entire course of study.

- Study leave

11.53 With the agreement of the Secretary, employees may access study leave of up to 7 hours 30 minutes per week during each semester (including exam leave) with pay.

11.54 Study leave is also available for the purpose of continuing professional education, where this is required for employees to maintain mandatory qualifications relevant to their current position.

11.55 Further information is available in the department's Studies Assistance policy.

Termination of employment

11.56 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:

- Division 11 of Part 2-2 of Chapter 2 of the *Fair Work Act 2009*
- Part 3-2 of Chapter 3 of the *Fair Work Act 2009*
- Division 2 of Part 3-6 of Chapter 3 of the *Fair Work Act 2009*
- other Commonwealth laws (including the Constitution), and
- common law.

11.57 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures/review of action procedures in this Agreement.

11.58 Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 117 of the *Fair Work Act 2009*, subject to compliance with the procedures established by the Agency Head for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

Signatures

By signing below, the employer and bargaining representatives bound by this Agreement signify their agreement to its terms:

Employer

Signed:



Full Name: Andrew Metcalfe

Title: Secretary

Agency: Department of Immigration and Citizenship

Address: 6 Chan Street, Belconnen ACT 2617

Date: 25 September 2011

Bargaining Representative: Community and Public Sector Union

Signed:



Full Name: Michael Tull

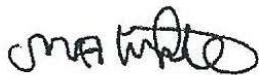
Title: National President

Address: 5/191-199 Thomas Street, Haymarket NSW 2000

Date: 26 September 2011

Bargaining Representative: Media, Entertainment and Arts Alliance

Signed:



Full Name: Michael White

Title: ACT Branch Secretary

Address: PO Box 6065, Kingston ACT 2604

Date: 26th September 2011

Attachment A – Definitions

Agency, APS agency or Commonwealth agency	an agency as defined in section 7 of the <i>Public Service Act 1999</i> whose employees are employed under that Act.
Adoptive child	consistent with the NES, an eligible (adoptive) child for the purposes of adoption/foster leave, either with or without pay: <ul style="list-style-type: none"> • is, or will be, under the age of 16 as at the day of their placement, or the expected day of placement, with the employee, and • has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of their placement, or the expected day of placement, with the employee, and • is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
Agreement	the Department of Immigration and Citizenship Enterprise Agreement 2011-2014.
APS	the Australian Public Service.
Casual employee	a non-ongoing employee engaged for duties that are irregular or intermittent.
Clients duties travel	travel with a client where the client is in the employee's care and/or control. It includes border control and compliance travel, and humanitarian settlement travel. It would not include, for example, accompanying a community contact to a meeting.
De facto partner	the de facto partner of an employee: <ul style="list-style-type: none"> • means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (irrespective of gender), and • includes a former de facto partner of the employee.
Department	the Department of Immigration and Citizenship.
Dependant	the employee's spouse; a child, parent or aged relative of the employee, or the employee's spouse, who ordinarily lives with the employee and who is totally or substantially dependent on the employee. Dependant can also include a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.
Employees	ongoing and non-ongoing APS employees who may be full time or part-time employees engaged under the <i>Public Service Act 1999</i> .
Employees engaged for duties that are irregular or intermittent	non-ongoing employees commonly referred to as casuals.

Family	any person dependent on the employee for care and support. This includes a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (irrespective of gender) of the employee. This also includes adoption/fostering arrangements, and traditional kinship where there is a relationship or obligation under the customs and traditions of the community or group to which the employee belongs.
Foster child	any child for whom the employee has assumed primary responsibility for the long-term care of the child who is, or will be, under 16 years of age and the child is not (otherwise than because of the fostering) a child of the employee or the employee's spouse or de facto partner.
Full time employee	an employee working a standard working week of 37 hours 30 minutes (or 75 hours per fortnight).
Manager	the employee's supervisor, team leader or Section Head.
Non-ongoing employee	a non-ongoing employee as defined in section 7 of the <i>Public Service Act 1999</i> .
NES	the National Employment Standards at Part 2-2 of the <i>Fair Work Act 2009</i> , or as otherwise set by Fair Work Australia.
Non-urban isolated establishment	an establishment within a 'locality' or 'rural balance' as classified by the Australian Bureau of Statistics in the Census Dictionary.
Ongoing employee	an ongoing employee as defined in section 7 of the <i>Public Service Act 1999</i> .
Parliamentary service	refers to employment under the <i>Parliamentary Service Act 1999</i> .
Part-time employee	an employee employed for less than a standard working week of 37 hours 30 minutes (or 75 hours per fortnight).
PDA	an individual's Performance and Development Agreement, as agreed with their manager/supervisor, for the purposes of the department's Performance Management Framework
Permanently stationed	the work locality at which an ongoing employee is usually stationed to perform duties for the department. It does not include employees on temporary transfer or term transfer to a locality.
Reasonable adjustment	refers to changes which are considered necessary, achievable and reasonable to enable an employee to perform their job role efficiently and to the best of their abilities.
Secretary	the Secretary of the Department of Immigration and Citizenship or the person authorised by the Secretary as his/her delegate.
Spouse	for personal leave purposes, means a former spouse, a defacto spouse and a former defacto spouse. Defacto spouse includes a same sex partner.
Spouse/partner	for remote locality conditions, means a person who is living with the employee and is either married to the employee, or in a defacto or same sex relationship.

Temporary transfer	a movement undertaken by an employee for a temporary period to undertake specific duties or provide assistance because of departmental business priorities in a different geographical location from the employee's usual place of work.
Term transfer	a movement undertaken by an employee for a fixed period (usually six months or more) to undertake specific duties at a management level in State and Territory offices and Immigration Detention Facilities or other processing facility in Australia or overseas.
Unpaid leave	approved leave for which the employee does not receive salary payments including unpaid personal leave, unpaid maternity leave, purchased leave and miscellaneous leave without pay.
Unscheduled absence	absence from work in recognition of circumstances that can generally arise irregularly or unexpectedly, making it difficult to plan, approve or budget for in advance, and which is inclusive of planned medical procedures (as defined by the Australian Public Service Commission)
Variable hours (flextime) bandwidth	the bandwidth that applies to employees on variable hours. It commences two hours before the employee's nominated working hours on a particular day, and ends two hours after their nominated working hours on that day.
Variable working hours	<p>variable working hours can be full time or part-time and may be initiated by:</p> <ul style="list-style-type: none"> • the employee, or • the department (with current employee consent), or • a majority of current employees in a team or work area, with the Secretary's agreement <p>to allow employees to work outside the flextime bandwidth or the standard working week and/or day.</p> <p>Additional conditions for department initiated variable working hours arrangements are set out at clauses 4.55 and 4.59.</p>

Attachment B – Classifications and salary rates

Note: Where an employee's salary is above the top salary point within each of the classifications in this Attachment (by virtue of an individual industrial instrument) prior to the commencement of this Agreement, they will receive:

- a 2.0 per cent increase to base salary with effect from the beginning of the first full pay period commencing on or after the date of commencement of this Agreement
- a 2.0 per cent increase to base salary with effect from 5 July 2012 (payable on the pay day of 19 July 2012), and
- a 2.0 per cent increase to base salary with effect from 4 July 2013 (payable on the pay day of 18 July 2013).

APS Classification	Salary prior to commencement of this Agreement	Salary on commencement of this Agreement	Salary effective 5 July 2012 (2.0%)	Salary effective 4 July 2013 (2.0%)
Indigenous Cadet pay rates during full time study. 60% of full time APS1	\$13,835			
	\$16,140			
	\$18,677			
	\$20,982			
	\$23,057	\$24,463	\$24,952	\$25,451
APS1 and Indigenous Cadet during practical training	\$23,057 ¹			
	\$26,900 ²			
	\$31,127 ³			
	\$34,971 ⁴			
	\$38,429			
	\$39,973	\$40,772	\$41,587	\$42,419
	\$41,298	\$42,124	\$42,966	\$43,825
	\$42,621	\$45,178	\$46,082	\$47,004
Graduate APS (APS Level 3)	\$49,537			
	\$50,825	\$51,842	\$52,879	\$53,937
	\$52,349	\$53,396	\$54,464	\$55,553
	\$53,838	\$57,606	\$58,758	\$59,933

¹ Under 18 years old (60%)

² 18 years (70%)

³ 19 years (81%)

⁴ 20 years (91%)

APS Level employees

APS classification	Salary prior to commencement of this Agreement	Salary on commencement of this Agreement	Salary effective 5 July 2012 (2.0%)	Salary effective 4 July 2013 (2.0%)
APS Level 1	\$23,057 ¹			
	\$26,900 ²			
	\$31,127 ³			
	\$34,971 ⁴			
	\$38,429 ⁵			
	\$39,973	\$40,772	\$41,587	\$42,419
	\$41,298	\$42,124	\$42,966	\$43,825
	\$42,621	\$45,178	\$46,082	\$47,004
APS Level 2	\$43,492			
	\$44,688	\$45,582	\$46,494	\$47,424
	\$45,860	\$46,777	\$47,713	\$48,667
	\$47,055	\$47,996	\$48,956	\$49,935
	\$48,379	\$51,281	\$52,307	\$53,353
APS Level 3	\$49,537			
	\$50,825	\$51,842	\$52,879	\$53,937
	\$52,349	\$53,396	\$54,464	\$55,553
	\$53,838	\$57,606	\$58,758	\$59,933
APS Level 4	\$55,210			
	\$56,966	\$58,105	\$59,267	\$60,452
	\$58,450	\$59,619	\$60,811	\$62,027
	\$60,100	\$64,306	\$65,592	\$66,904
APS Level 5	\$61,582	\$65,012	\$66,312	\$67,638
	\$63,511	\$66,271	\$67,596	\$68,948
	\$65,446	\$70,026	\$71,427	\$72,856
APS Level 6	\$68,168			
	\$70,034	\$71,435	\$72,864	\$74,321
	\$73,553	\$75,024	\$76,524	\$78,054
	\$76,626	\$81,988	\$83,628	\$85,301

¹ Under 18 years old (60%)

² 18 years (70%)

³ 19 years (81%)

⁴ 20 years (91%)

⁵ Bottom salary point of adult salary rate

Executive Level employees

APS classification	Salary prior to commencement of this Agreement	Salary on commencement of this Agreement	Salary effective 5 July 2012 (2.0%)	Salary effective 4 July 2013 (2.0%)
Executive Level 1	\$85,181			
	\$87,448	\$89,197	\$90,981	\$92,801
	\$89,599	\$91,391	\$93,219	\$95,083
	\$92,878	\$99,378	\$101,366	\$103,393
Executive Level 2	\$98,214			
	\$103,617	\$105,689	\$107,803	\$109,959
	\$107,490	\$109,640	\$111,833	\$114,070
	\$111,363	\$113,590	\$115,862	\$118,179
	\$115,091	\$123,145	\$125,608	\$128,120

Legal Officers

APS classification	Local title	Salary prior to commencement of this Agreement	Salary on commencement of this Agreement	Salary effective 5 July 2012 (2.0%)	Salary effective 4 July 2013 (2.0%)
APS Level 4	Legal Officer	\$58,450	\$63,709	\$64,983	\$66,283
APS Level 5		\$63,511	\$69,225	\$70,610	\$72,022
APS Level 6		\$68,168			
		\$70,034	\$71,435	\$72,864	\$74,321
		\$73,553	\$75,024	\$76,524	\$78,054
		\$76,626	\$83,520	\$85,190	\$86,894
Executive Level 1	Senior Legal Officer	\$85,181			
		\$92,878	\$94,736	\$96,631	\$98,564
		\$100,776	\$102,792	\$104,848	\$106,945
		\$104,056	\$113,418	\$115,686	\$118,000
Executive Level 2	Principal Legal Officer	\$114,491	\$122,503	\$124,953	\$127,452
		\$118,217	\$128,853	\$131,430	\$134,059

Public Affairs Officers

APS classification	Local title	Salary prior to commencement of this Agreement	Salary on commencement of this Agreement	Salary effective 5 July 2012 (2.0%)	Salary effective 4 July 2013 (2.0%)
APS Level 4	Public Affairs Officer 1	\$56,966	\$58,105	\$59,267	\$60,452
		\$59,949	\$64,144	\$65,427	\$66,736
APS Level 5		\$63,511	\$64,781	\$66,077	\$67,399
\$65,446		\$70,026	\$71,427	\$72,856	
APS Level 6	Public Affairs Officer 2	\$70,034			
		\$71,793	\$73,229	\$74,694	\$76,188
		\$73,553	\$75,024	\$76,524	\$78,054
		\$75,803	\$77,319	\$78,865	\$80,442
		\$78,876	\$84,396	\$86,084	\$87,806
Executive Level 1	Public Affairs Officer 3	\$92,878			
		\$98,755	\$100,730	\$102,745	\$104,800
		\$100,776	\$102,792	\$104,848	\$106,945
		\$104,056	\$111,338	\$113,565	\$115,836
Executive Level 2	Senior Public Affairs Officer B	\$108,081	\$110,243	\$112,448	\$114,697
		\$111,806	\$119,630	\$122,023	\$124,463
	Senior Public Affairs Officer A	\$114,042	\$116,323	\$118,649	\$121,022
		\$117,770	\$126,012	\$128,532	\$131,103

Medical Officers

APS classification	Salary prior to commencement of this Agreement	Salary on commencement of this Agreement	Salary effective 5 July 2012 (2.0%)	Salary effective 4 July 2013 (2.0%)
Medical Officer Class 2	\$109,856	\$112,053	\$114,294	\$116,580
	\$114,193	\$122,184	\$124,628	\$127,121
Medical Officer Class 3	\$122,795	\$125,251	\$127,756	\$130,311
	\$126,864	\$135,742	\$138,457	\$141,226
Medical Officer Class 4	\$133,922			
	\$139,147	\$141,930	\$144,769	\$147,664
	\$141,772	\$144,607	\$147,499	\$150,449
	\$145,498	\$155,680	\$158,794	\$161,970

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