



Australian Government
Department of Climate Change
and Energy Efficiency



Enterprise Agreement

2011-14

thinkchange



Formal acceptance of the Agreement

By signing below, the parties to the Agreement signify their acceptance of its terms and conditions.

Steven Kennedy
A/g Secretary
Address:

Date.....

Name:
Bargaining Representative
Address:

Date.....

Name:
Bargaining Representative
Address:

Date.....

Name:
Bargaining Representative
Address:

Date.....

Name:
Community and Public Sector Union (CPSU)
Address:

Date.....

Name:
Media Entertainment and Arts Alliance
(MEAA)
Address:

Date.....

TABLE OF CONTENTS

PART A - TECHNICAL AND GENERAL MATTERS.....	1
1. Title.....	1
2. Objective.....	1
3. Parties and coverage.....	1
4. Delegations.....	1
5. Operation of the agreement.....	1
6. Consultation on major changes.....	2
7. General staff consultation.....	2
8. Employee representatives.....	3
9. Dispute resolution.....	3
10. Individual flexibility arrangement.....	5
PART B - OUR WORKPLACE.....	6
11. Workplace culture.....	6
12. Health and wellbeing.....	6
13. Support for carers.....	6
14. Learning and development.....	6
15. Performance management.....	7
16. Managing underperformance.....	8
PART C - EMPLOYMENT CONDITIONS.....	9
17. Flexible working arrangements.....	9
18. Hours of work.....	10
19. Christmas close down.....	11
20. Public holidays.....	11
21. Part-time employment and job sharing.....	12

22.	Home based work (HBW)	13
23.	APS level employees: flextime	14
24.	Executive Level employees: time off in lieu (TOIL) and flexible hours.....	15
25.	Overtime	16
PART D – LEAVE		19
26.	General conditions	19
27.	Portability of leave	19
28.	Annual leave	20
29.	Purchased leave	21
30.	Long service leave	22
31.	Personal/carer’s leave.....	22
32.	Compassionate leave	24
33.	Community service leave	24
34.	Defence reserve leave	25
35.	War Service Leave	25
36.	Miscellaneous leave with and without pay	26
37.	Unauthorised absence.....	27
PART E - FLEXIBLE WORK ARRANGEMENTS FOR PARENTS		28
38.	General	28
39.	Maternity/Parental leave.....	28
40.	Leave for supporting partners	29
41.	Adoption leave.....	29
42.	Permanent/Foster care/Surrogate leave	30
PART F - CLASSIFICATION AND REMUNERATION		32
43.	Salary Increases.....	32
44.	Part time Employees	32

45.	Casual Employees.....	32
46.	Supported salary rates for employees with disability.....	32
47.	Graduates	33
48.	Cadets	33
49.	Trainees	33
50.	Broadbands for APS Levels	34
51.	Broadbands for Public Affairs Officers.....	34
52.	Broadbands for Legal Officers	34
53.	Broadbands for Research Scientists.....	34
54.	Salary Rates for Broadbands	34
55.	Salary on engagement, promotion or movement.....	35
56.	Salary advancement.....	35
57.	Salary packaging.....	37
58.	Salary on reduction	37
59.	Superannuation	37
	PART G – ALLOWANCES.....	39
60.	Temporary reassignment of duties.....	39
61.	Departmental liaison officer/Ministerial officer allowance	40
62.	Equipment Allowance	40
63.	Motor vehicle allowance	41
64.	Reimbursement for loss or damage.....	41
65.	First aid, Fire Warden, Workplace Contact and Health and Safety Representative Allowance.....	41
66.	Restriction Allowance	41
67.	Overtime Meal Allowance	42
68.	Professional Membership/Accreditation Allowance	42
69.	Language Proficiency Allowance	42
70.	Relocation assistance	43

71.	Travel	43
PART H - TERMINATION OF EMPLOYMENT		45
72.	Grounds for termination of APS employees	45
73.	Procedures in this Agreement	45
74.	Right of review	45
75.	Separation from the Australian Public Service	45
76.	Death of a employee	45
PART I – REDEPLOYMENT AND REDUNDANCY		46
77.	Redeployment and Redundancy Principles	46
78.	Notification of Potentially Excess or Excess Status	46
79.	Consultation.....	46
80.	Consideration by excess employees	47
81.	Accelerated separation	47
82.	Redundancy Payments	47
83.	Notice of Termination	48
84.	Calculating Redundancy Payments.....	48
85.	Retention Period	50
86.	Retention period – early termination	51
87.	Involuntary termination of employment at the conclusion of the retention period	51
ATTACHMENT A – CLASSIFICATIONS AND PAY RATES		52
ATTACHMENT B – KEY TERMS.....		56
ATTACHMENT C – RIGHTS OF WORKPLACE DELEGATES AND ELECTED UNION REPRESENTATIVES.....		58

PART A - TECHNICAL AND GENERAL MATTERS

1. Title

- 1.1. This Agreement is called the Department of Climate Change and Energy Efficiency (DCCEE) Enterprise Agreement 2011–2014.

2. Objective

- 2.1. This Agreement aims to facilitate achievement of Departmental priorities and objectives by ensuring the attraction and retention of staff through the provision of competitive terms and conditions and an ongoing commitment to employee development.
- 2.2. This agreement will support the continuation of honest and open consultation with staff and their nominated representatives.

3. Parties and coverage

- 3.1. This Agreement is made under section 172 of the *Fair Work Act 2009*. It applies to and binds the Secretary of DCCEE (on behalf of the Commonwealth) and DCCEE employees employed under the *Public Service Act 1999*, the Community and Public Sector Union (CPSU) and the Media Entertainment Arts Alliance (MEAA), if Fair Work Australia notes in its decision to approve the Agreement that the Agreement covers these unions.
- 3.2. This Agreement does not cover the employment terms and conditions of:
 - substantive DCCEE Senior Executive Service (SES) staff; or
 - persons whose salary is paid by another government agency or employer.
- 3.3. This Agreement replaces any employment conditions provided for in any common law contracts or determinations under section 24 (1) of the *Public Service Act 1999* that were in place immediately before the Commencement Date. This does not affect any obligations or responsibilities that are a part of any employee's employment contract.

4. Delegations

- 4.1. The Secretary may delegate to or authorise a person to perform any of the Secretary's powers or functions under this Agreement.
- 4.2. The term 'Secretary', as used in this agreement, refers to 'Secretary or delegate' unless specified otherwise.

5. Operation of the agreement

- 5.1. This Agreement will commence seven days after approval by Fair Work Australia and nominally expires on 30 June 2014.
- 5.2. 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.

- 5.3. Various employment provisions contained within this Agreement are administered in conjunction with DCCEE guidelines. DCCEE guidelines do not form part of this Agreement and if there is any conflict, the Agreement prevails over guidelines.

6. Consultation on major changes

- 6.1. Where a decision is made to introduce major changes in program, organisation, structure, technology or policies that are likely to have significant effects on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.
- 6.2. Significant effects may include:
- termination of employment;
 - major changes in the composition, operation or size of the Agency's workforce or in the skills required;
 - the elimination or reduction of job opportunities, promotion opportunities or job tenure;
 - significant alteration in hours of work;
 - the need to retrain employees;
 - the need to relocate employees to another workplace; and
 - the major restructuring of jobs.
- 6.3. The Secretary must discuss with the affected employees and their representatives, if any, the introduction of the changes referred to in clause 6.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 6.4. The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 6.1.
- 6.5. For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Secretary is not required to disclose confidential or commercially sensitive information to the employees.

7. General staff consultation

- 7.1. The Department commits to consultation with the parties covered by this Agreement as a basis for the Agreement's effective implementation. For the purpose of this agreement, consultation means providing affected employees and, where they choose, their representatives with timely access to relevant information and genuine opportunity to

respond to the decision maker and contribute to the decision making processes before the decision is made.

- 7.2. DCCEE is committed to consulting with employees. The key mechanisms used within the Department for consultation are:
- Staff Consultative Committee;
 - regular meetings with employees at the Group, Divisional, Branch and team level as required; and
 - direct discussions with staff.
- 7.3. The composition of the Staff Consultative Committee, associated support and access to facilities will be in accordance with the relevant Terms of Reference. As a minimum the Staff Consultative Committee (SCC) will comprise:
- the Chair, nominated by the Secretary;
 - one management representatives;
 - one employee representative from each organisational unit (currently referred to as a Division); and
 - one representative from each of the CPSU and MEAA.
- 7.4. To facilitate open and transparent consultation, outcomes from SCC's considerations on proposed policies will be provided to all staff along with explanation as to the final decision.
- 7.5. The role of union and other workplace delegates will be respected and facilitated in accordance with the principles outlined in Australian Public Service Bargaining Framework.

8. Employee representatives

- 8.1. The parties recognise that employees are free to choose to join or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement. Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of this Agreement and relevant industrial legislation.
- 8.2. The role of workplace delegates is to be respected and will be facilitated in accordance with the provisions outlined in *Attachment C – Rights of workplace delegates and elected union representatives*.
- 8.3. Workplace delegates must act in good faith.

9. Dispute resolution

- 9.1. If a dispute relates to:
- a matter arising under the agreement; or
 - the National Employment Standards;

this term sets out procedures to settle the dispute.

- 9.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 9.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 9.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 9.5. Fair Work Australia may deal with the dispute in 2 stages:
 - 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
 - if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - arbitrate the dispute; and
 - 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 Act.

- 9.6. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 9.7. While the parties are trying to resolve the dispute using the procedures in this term:
 - an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable occupational health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.
- 9.8. The parties to the dispute agree to be bound by a decision made by Fair Work Australia.

10. Individual flexibility arrangement

- 10.1. The Secretary and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- the arrangement deals with one or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - remuneration; and/or
 - leave; and
 - the arrangement meets the genuine needs of the Department and employee in relation to one or more of the matters mentioned in paragraph (a); and
 - the arrangement is genuinely agreed to by the Secretary and employee.
- 10.2. The Secretary must ensure that the terms of the individual flexibility arrangement:
- are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - result in the employee being better off overall than the employee would be if no arrangement was made.
- 10.3. The Secretary must ensure that the individual flexibility arrangement:
- is in writing; and
 - includes the name of the employer and employee; and
 - 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
 - includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - 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
 - states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 10.4. The Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5. The Secretary or employee may terminate the individual flexibility arrangement:
- by giving no more than 28 days written notice to the other party to the arrangement; or
 - if the Secretary and employee agree in writing — at any time.

PART B - OUR WORKPLACE

11. Workplace culture

- 11.1. DCCEE is committed to maintaining a diverse workforce and a workplace that is free from discrimination and harassment.
- 11.2. In DCCEE, our commitment to workplace diversity ensures that we value and respect our differences and that our workplace is fair, accessible, flexible and inclusive and free from discrimination, bullying and harassment. By drawing on a wide range of points of view, we can work to our full potential in achieving DCCEE's business goals.
- 11.3. During the life of this agreement the Department will implement strategies in support of the Government objectives to increase workplace participation rates of indigenous persons, people with a disability and other minority groups.

12. Health and wellbeing

- 12.1. DCCEE will provide a program of health activities for employees. Employees are encouraged to participate in the activities which are promoted.
- 12.2. DCCEE will ensure a confidential, professional counselling service is available to help employees resolve personal or work related problems. Details will be made available to employees on the Employee Assistance Program (EAP).

13. Support for carers

- 13.1. DCCEE will reimburse reasonable, unavoidable, additional costs associated with the care of a family member or dependent where an employee is required to travel away from his or her normal work location for business purposes or is directed to work outside his or her normal pattern of hours. The employee must advise his or her supervisor in advance that costs may be incurred. This provision may also cover costs associated with alternative care for pet accommodations incurred as a direct consequence of travel or official duties.

14. Learning and development

- 14.1. DCCEE recognises the importance of a comprehensive development strategy for all employees and managers that:
 - develops and supports professional and technical expertise;
 - supports organisational priorities,
 - provides a range of learning and development mechanisms consistently available to support the development of employees to meet the priority capabilities, skills and knowledge identified in their performance agreements; and
 - recognises and supports relevant studies through studies assistance.
- 14.2. DCCEE provides numerous capability development opportunities for employees including:

- on the job learning opportunities including special projects, taskforces and secondments;
 - core skill training such as writing skills, Microsoft office suite, project management;
 - strategic skill sets including policy and legislative processes, developing business cases; and
 - leadership skills.
- 14.3. As part of the Department’s commitment to capability development, employees are encouraged to undertake relevant study.
- 14.4. Employees undertaking formal study, which is relevant to business requirements, may be eligible for reimbursement of course fees up to the cost of the course and/or study leave of up to 75 hours per semester or agreed period of study which includes reasonable travelling time. Further details on the type of study assistance available are in the Study Assistance Policy.
- 14.5. Identified development needs should be recorded in the employee’s performance development agreement and be reviewed on a regular basis in line with the Performance Development Framework.

15. Performance management

- 15.1. The Department understands the importance of measuring and recognising performance.
- 15.2. The parties agree that an effective system of performance management is integral to the operations of the Department. DCCEE will develop and maintain an effective Performance Development Framework that will provide mechanisms for:
- effective, two-way feedback between employees and their managers;
 - identifying development needs and career opportunities;
 - determining substantive level;
 - rewarding good work performance; and
 - managing underperformance.
- 15.3. The Performance Development Plan is a living document underpinned by Performance Development Framework (PDF) and is intended to provide structured support for, rather than to replace, the day-to-day provision of guidance, recognition and exchange of feedback in DCCEE’s workplace.
- 15.4. Upon commencement of this agreement a five-point scale will be used when discussing and assessing the outcome of performance and development at the End of Cycle Assessment discussions. The five point scale is ‘unsatisfactory’, ‘developing to standard’, ‘fully effective’, ‘superior’, and ‘outstanding’.
- 15.5. The underlying principles of the PDF will be based on natural justice and constant feedback aimed at ensuring there are “no surprises” in relation to performance matters.

- 15.6. Salary advancement will be available to ongoing employees consistent with the provisions of this Agreement (refer to section 56) provided the employee has not already reached the highest pay point for their classification.
- 15.7. All employees are required to participate in the PDF unless they are a non-ongoing employee engaged for a period of less than 13 weeks.
- 15.8. Non-ongoing employees will not be eligible for an increment increase unless they have been employed continuously in the Department for 12 months or more and have been in the same role for six (6) months or more.

16. Managing underperformance

- 16.1. The Department is committed to clearly defining work performance standards through the PDF. Employees are to receive regular and specific feedback on their performance and are to be provided with appropriate support from managers in meeting expected performance standards.
- 16.2. The guidelines for management of underperformance will not apply to:
 - employees during a period of probation;
 - non-ongoing employees; or
 - employees being case managed due to identified medical condition/injury or loss of essential qualifications.
- 16.3. Where underperformance is identified, the Department will work with affected employees and their managers to attain and sustain the standards required. The following steps should be taken to address the underperformance:
 - The underperformance should be promptly discussed with the employee and an improvement plan developed. Identified strategies should be clearly defined and an agreed timeframe for improvement be specified. This timeframe should be no less than four weeks.
 - Where there is no improvement the manager will provide the employee, and more senior manager, with written advice of the need for the employee's performance to improve. During a six week assessment period, the manager will assess the employee's performance and prepare a progress report, at a minimum, on a weekly basis.
- 16.4. In line with natural justice principles the employee must be given the opportunity to comment on all reports produced through the underperformance process.
- 16.5. If the employee's performance remains unsatisfactory possible actions include reduction in classification, reassignment of duties or termination of employment.
- 16.6. If the employee has met the expected standard of performance at the end of the six week assessment period, no further action will be taken.

PART C - EMPLOYMENT CONDITIONS

17. Flexible working arrangements

- 17.1. Managers and employees have a responsibility to ensure that the flexible working conditions contained in this Agreement are both administered and accessed in such a way as to ensure that:
- working patterns are fair and encourage a balance between work and private lives for all employees;
 - assessment of, and reward for, an employee's performance is based primarily on their output, not hours at work; and
 - these conditions are applied fairly and consistently across the Department.
- 17.2. It is the role of managers to recognise that employees need to balance work and private lives and therefore managers will ensure that their employees are able to access employment terms and conditions (including the utilisation of flextime credits, access to time off in lieu (TOIL), part-time work and payment for overtime), where eligible. It is the responsibility of individual employees to consult their managers in accessing these terms and conditions and to be aware that operational requirements may limit access to some conditions at certain times.
- 17.3. An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous Commonwealth service (the Secretary may waive this requirement in exceptional circumstances).
- 17.4. Employees with responsibilities other than caring for a child may, consistent with clause 17.2, may apply to access flexible working arrangements in order to manage these needs.
- 17.5. A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:
- is a long term (12mths) casual employee immediately before making the request; and
 - has reasonable expectation of continuing employment on a regular and systematic basis.
- 17.6. A request made in accordance with clauses 17.3 and 17.4 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. Approval will be granted unless the flexible work arrangements do not meet reasonable operational requirements of DCCEE. Where the request is refused, the response will specify the reasons for the refusal in sufficient detail as to provide the individual with the opportunity to respond.

- 17.7. The individual may refer the matter to Assistant Secretary Human Resources in the first instance to have the matter reviewed. The Assistant Secretary Human Resources will make a recommendation to the Secretary and advise the employee of the outcome. This does not preclude the individual from accessing any other form of dispute resolution if the matter is still unresolved after the review.

18. Hours of work

- 18.1. The Department recognises that employees have responsibilities outside the workplace that may limit their ability to adjust their normal working patterns in response to workload pressures. Managers will accommodate those responsibilities wherever possible and will consult with an employee if there is a need for the employee to work beyond their normal hours of work. Employees undertake to meet reasonable demands asked of them by their managers in times of workload pressures.
- 18.2. Ordinary hours of work for full-time employees are 37.5 hours per week (standard day -7 hours and 30 minutes). Standard attendance hours are from 8.30am to 12.30pm and 1.30pm to 5.00pm Monday to Friday
- 18.3. The default span of hours during which an employee may work his or her ordinary hours is 7.00am to 7.00pm Monday to Friday. The span of hours may be varied to an alternative 12 hour period by agreement, in writing, between an employee and his or her Assistant Secretary. Where an employee requests to work outside this bandwidth, e.g. on Saturday or Sunday, he or she may do so with the agreement of his or her manager. Any hours worked on this basis will be considered ordinary hours and not attract overtime.
- 18.4. An employee's normal hours are those hours and time, within the agreed bandwidth, that the employee works on a regular basis. The pattern of hours by which an employee will work his or her ordinary hours should be agreed with his or her supervisor
- 18.5. An employee may be reverted to standard ordinary hours where:
- if an employee's supervisor considers that the employee's attendance is unsatisfactory or an employee is misusing flextime; or
 - an employee and his or her supervisor cannot agree on a pattern of hours.
- 18.6. Where reversion to ordinary hours is being considered the manager must discuss the proposed action with the affected employee prior to making their decision. The decision should be in writing outlining the reasons why the employee is being reverted and the requirements that need to be met before access to flexible arrangements is restored.
- 18.7. All employees covered by this Agreement are required to record their working hours. APS 1 to 6 employees who are seeking to access flextime must record their attendance on DCCEE's timekeeping system. EL Staff who are seeking to access TOIL should provide evidence of hours worked. The preferred option is for EL staff to use DCCEE's timekeeping system.

- 18.8. Employees will not normally be required to work for more than 7.50 hours on any one day and should not work more than five (5) consecutive hours without taking a break of at least 30 minutes.
- 18.9. Managers have a responsibility to minimise the extent to which employees are required to work beyond normal working patterns, and to ensure that employees have reasonable access to departmental resources such as remote access to assist them in achieving appropriate work life balance.
- 18.10. Where employees are required to work outside the bandwidth and public transport or alternative arrangements are not available or practicable, managers should take account of the Department's duty of care regarding employees' safety and, if appropriate, provide secure, accessible car parking or cabcharge vouchers to meet the employee's costs of transport.

19. Christmas close down

- 19.1. DCCEE will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- 19.2. Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, both sides of the close down payment for the close down is on half pay; if on leave less than full pay on only one side of the close down then pay will be at the full time rate).
- 19.3. There will be no deduction from Annual or Personal/carer's leave credits for the closedown days.
- 19.4. Part time employees normally not working on the days of the week on which annual closedown occur will not be entitled to alternative time off duty.
- 19.5. An employee who is required to work during Christmas closedown will receive time off in lieu.

20. Public holidays

- 20.1. 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);

- Christmas Day (25 December);
 - Boxing Day (26 December);
 - 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.
- 20.2. 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.
- 20.3. The Secretary and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 20.4. An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- 20.5. Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/carers leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).
- 20.6. Part time employees normally not working on the days of the week on which annual closedown occur will not be entitled to alternative time off duty.
- 20.7. An employee may refuse on reasonable grounds a request to work on a public holiday.

21. Part-time employment and job sharing

- 21.1. A part time employee is one who:
- regularly works less than full time ordinary hours; and
 - has reasonably predictable hours of work.
- 21.2. All part-time and job sharing work arrangements will be subject to agreement.
- 21.3. The Secretary will consider applications in light of operational requirements. Where an employee has had a formal application for part time, job sharing or work from home arrangements rejected, the Secretary will advise the employee of the reason(s) for the decision in writing, including reasons relating to operational requirements. The Secretary, the employee and, where the employee requests, a support person will meet to consider alternative arrangements if required.

- 21.4. A part-time employee will revert to full-time employment at the end of the agreed period, unless a renewal is approved. A part-time employee may revert to full-time at any time if the Secretary agrees.
- 21.5. Remuneration and other conditions will be calculated on a pro rata basis, apart from allowances of a reimbursement nature, where a part time employee will receive the same amount as a full time employee.
- 21.6. A part time employee may not vary their hours for a period of one week or less. Changes in hours for these periods should be accommodated using flextime or alternative arrangements as agreed with their manager. The pattern of working hours and any variations to the arrangements will be agreed in writing.
- 21.7. Consistent with section 38, Managers will make every attempt to accommodate the part time work requests of employees returning from parental leave, maternity leave, paternity leave, foster care, adoption leave and pre adoption leave. Depending on operational requirements, the employee may be given suitable duties other than those performed prior to that leave. Reasons for non-approval must be provided in writing to the employee.

22. Home based work (HBW)

- 22.1. DCCEE is committed to providing a workplace which is flexible, supportive, safe and innovative. HBW can benefit both employees and the Department as it assists employees to balance their work and personal commitments. HBW arrangements may also assist employees who require adjustments to their work arrangements as a result of an illness or disability.
- 22.2. This section does not apply to arrangements for periods of one day or less and that are not required on a regular basis. In such occasions verbal approval should be obtained prior to working from home.
- 22.3. The Secretary may agree to an ongoing or longer term non-ongoing employee working from home. This may be on either a regular, temporary or intermittent basis. A HBW arrangement may be initiated by either the Department or an employee. Where an employee initiates a HBW proposal in respect of his/her own position, the Department has the right to refuse the proposal. Similarly, where the Department proposes a HBW arrangement, the employee has the right to refuse the proposal.
- 22.4. HBW agreements should not extend for more than 12 months and should be reviewed on a six monthly basis. The agreement review and end dates should correspond with the performance cycle where practicable to do so. If circumstances change the HBW agreement should be reviewed prior to the 6 month date.
- 22.5. Arrangements to work at home require prior written approval by the Secretary. An email record of the request/approval is sufficient with a copy forwarded to Human Resources.

- 22.6. A security assessment of the premises may be required if classified material is to be accessed or stored at the proposed location for home based work. Employees are expected to follow security protocols in accordance with the Agency Security Plan.
- 22.7. Where deemed necessary an Occupational Health and Safety assessment will also be conducted and necessary office equipment identified.
- 22.8. A HBW agreement should include an understanding of the level of financial support the relevant business unit will provide in respect of required IT and/or office equipment and telephone and/or internet access for the HBW site. Hours of work are to be clearly stated in ad hoc and longer term agreements.
- 22.9. All required office equipment and supplies will be provided by DCCEE. The employee is expected to keep the equipment in good condition and use it appropriately for work purposes only.
- 22.10. The travel time between the HBW site and a DCCEE office is not included as part of the employee's normal working day unless directed and approved by the Secretary.
- 22.11. The Secretary or the employee may terminate a HBW arrangement if they provide two weeks' notice, in writing, of the intention to do so. The period of a HBW agreement may be reduced upon agreement between the Secretary and the employee. Reasons for terminating a HBW agreement may include, but are not limited to:
- changes in departmental operational requirements;
 - inefficiency or ineffectiveness of the HBW agreement or performance issues;
 - failure to comply with requirements of the HBW agreement;
 - change of HBW address, unless the arrangement is re-negotiated prior to the change of address;
 - where reasonable access to the HBW site has been denied to management or their representatives; or
 - failure to comply with security arrangements.

23. APS level employees: flextime

- 23.1. Flextime is a system of flexible working hour arrangements that enables employees and managers to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to employees, clients and the Department. APS 1 to 6 employees, including part-time employees are eligible to participate and use flextime.
- 23.2. DCCEE's flextime arrangements include the following features:
- when an employee works more than their standard hours they will accumulate a flextime credit, and when an employee works less than their standard hours they will incur a flextime debit;
 - flextime will be credited or debited on a one-for-one basis (i.e. one hour worked will result in one hour of flextime credit);

- an employee may reduce their flextime credit (or incur a flextime debit) by taking a flextime absence, which is an absence from the workplace during standard working hours requested in advance by the employee and approved by the employee's supervisor;
 - a flextime absence may be taken in part or full days up to a maximum of five (5) consecutive days;
- 23.3. APS 1-6 employees (and their equivalents) are eligible to accrue flextime for duty performed in excess of their ordinary hours of work (over the four week settlement period), but which does not attract overtime.
- 23.4. The relevant manager may require an employee not to work hours in addition to ordinary hours where there is insufficient work. That is, a manager may require that an employee not accrue flextime where such accrual cannot be justified by the employee's workload.
- 23.5. Employees may carry over a maximum of one week flex credit at the end of the settlement period.
- 23.6. Flex credits exceeding one week (37.5 hours for a full time employee) may be cashed out at ordinary time rates where, due to organisational requirements, the manager cannot envisage an opportunity for the employee to use these credits in the settlement period.
- 23.7. Employees may carry over a maximum of two days (15 hours) for a full time employee) flex debit accumulated in any settlement period into the next settlement period.
- 23.8. Flex balances in accordance with 23.6 and 23.7 will be retained upon movement, either temporary or permanent, between organisational units.
- 23.9. In circumstances where the maximum debit is exceeded at the end of a settlement period, the employee will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period. Should this not occur, the amount may be recovered.
- 23.10. Where an employee has failed to comply with the provisions of flextime, the Secretary may remove that employee from flextime for a specified period and the employee will revert to working the standard ordinary hours. Access to flexible working arrangements will be restored where the Secretary is satisfied that the employee will maintain satisfactory attendance patterns.

24. Executive Level employees: time off in lieu (TOIL) and flexible hours

- 24.1. Executive Level employees have an important role in providing leadership and establishing a positive culture in order to ensure the Department can achieve its outcomes.
- 24.2. The Secretary will ensure Executive Level staff can access TOIL and that the provisions are consistently applied across the Department. The Department does not endorse working arrangements that require Executive Level employees to work excessive hours over

significant periods. Where situations in relation to excessive hours do arise, the manager in consultation with the business unit's Executive is required, with the employee, to address the circumstances leading to excessive working hours.

- 24.3. Executive Level employees and their manager are required to work together to manage workloads and working hours. Where an Executive Level employee works in excess of ordinary hours for sustained periods the manager and employee will agree to arrangements for reasonable time off to recognise the additional effort.
- 24.4. Executive Level employees should be provided with fair and reasonable access to time off , it is considered good practice for this to occur as soon as practicable after the additional hours has been worked.
- 24.5. Consistent with clause 17.7 an individual may refer a matter relating to access to TOIL to the Assistant Secretary Human Resources in the event that the provision of TOIL cannot be addressed in good faith by all parties.
- 24.6. Executive Level employees should not commence work on any day without having at least minimum break of eight hours plus reasonable travelling time from the previous day's duty, without specific approval from the Secretary.
- 24.7. Regardless of the bandwidth, Executive Level employees are required to break for at least 30 minutes after five (5) hours of continuous work.

25. Overtime

- 25.1. APS 1-6 level employees (and their equivalents) will be provided with TOIL or payment of overtime where they are required by their manager to perform work:
 - outside the bandwidth;
 - on a public holiday;
 - in excess of a standard day within the bandwidth (7 hours 30 minutes on any one day); or
 - outside the hours of a part- time employee's agreement.
- 25.2. TOIL is the standard form of recompense for all overtime, subject to the provisions of this section.
- 25.3. Managers will authorise the payment of overtime in circumstances where, due to the nature of work and/or the significant overtime performed, it is unlikely that an employee will be able to take TOIL within three months of the overtime having been performed, or where the employee requests payment to meet costs incurred as a result of having performed the overtime. Where payment of overtime is authorised, the payment will be calculated using the rates set out in clauses 25.8.

- 25.4. Executive Level employees (and their equivalents) are not generally entitled to overtime. However, in exceptional circumstances, the Secretary may approve overtime payments for excess hours worked where considered appropriate.
- 25.5. A part time employee who has not elected to receive flextime for work performed in excess of the agreed hours of duty over the settlement period will be eligible for overtime.
- 25.6. Where an employee is directed to perform overtime and is approved in advance by the Manager, overtime will be paid.
- 25.7. Time spent travelling to or from work will not count as part of an overtime attendance.
- 25.8. Where overtime is worked, TOIL is calculated at the following rates:

Period	Rate
Monday to Friday	Time and one half for the first three hours and double time thereafter.
Saturday	Time and one half for the first three hours and double time thereafter.
Sunday	Double time.
Public Holidays, from 8:30 am to 5:00 pm	Time and one half (in addition to normal salary).
Public Holidays, for any other hours	Double time and one half.

- 25.9. In calculating the overtime entitlement, a divisor of 37.5 hours is to be used.
- 25.10. Where overtime is worked on a public holiday which falls on a weekday, the overtime payment or TOIL is calculated at double time and a half for duty outside the standard day for full time employees (i.e. a standard day is from 8:30am to 5:00pm or the agreed pattern of hours for part-time employees). For overtime within the standard day for full time employees or agreed pattern of hours for part-time employees, overtime payment or TOIL will be calculated at single time and a half as employees are already being paid single time for this period for the public holiday.
- 25.11. Where a period of overtime is not continuous with ordinary duty, the minimum overtime payment is four hours at the relevant rate. Where the period of overtime is greater than four hours, payment will be made for the actual period worked at the relevant rate.
- 25.12. Overtime is considered to be continuous with ordinary duty when an employee does not have a break, other than a meal break, between the periods of ordinary duty and overtime.
- 25.13. Where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime payment beyond that which they would have received had they remained on duty from the commencing time of duty on one attendance, to the ceasing time of duty on a subsequent attendance.

- 25.14. Where an employee is directed to work outside the bandwidth, the employee will be entitled to an eight (8) hour break plus reasonable travelling time before commencing work again, and the employee's manager should direct the employee to take a break of eight (8) hours. If the break occurs during standard working hours, then the employee will receive their normal salary during that period.
- 25.15. Subclause 25.14. does not apply to an employee who is directed to work outside the bandwidth for a period of two (2) hours or less and the period of work commences no earlier than two (2) hours before the beginning of the bandwidth.
- 25.16. Where a break as described in subclause 25.14 above is not possible due to operational requirements, the employee will be paid for subsequent periods of work at the applicable overtime rate until the employee has taken an eight (8) hour break.
- 25.17. An employee cannot claim flex or TOIL and also receive an extra duty payment in respect of the same hours.
- 25.18. Where employees are required to work outside the bandwidth and public transport or alternative arrangements are not available or practicable, managers should take account of DCCEE's duty of care regarding employees' safety and, if appropriate, provide secure, accessible car parking or cabcharge vouchers to meet the employee's costs of transport.

PART D – LEAVE

26. General conditions

- 26.1. DCCEE provides access to a flexible range of options for paid and unpaid absences from work that assists employees to balance work with other personal priorities.
- 26.2. Where an employee has had a formal application for leave rejected, the Secretary will advise the employee of the reason(s) for the decision in writing, including reasons relating to operational requirements. The manager, the employee and, where the employee requests, a support person will meet to consider alternative arrangements if required.
- 26.3. All accrued leave entitlements will be expressed and deducted in hours and minutes.
- 26.4. Where an employee is absent on compensation leave, a manager is required to consult with the Rehabilitation Case Manager prior to approval of applications for other forms of leave.
- 26.5. An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- 26.6. Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/carers leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).
- 26.7. The Department will not unreasonably cancel approved leave or recall employees to duty while on leave. In such circumstances the Secretary will approve reimbursement toward travel expenses, incidental expenses or family care costs. If an employee's leave is cancelled without reasonable notice the employee will be recredited with the amount of leave cancelled. If an employee is recalled to duty the employee will be recredited with a period equivalent to the ordinary hours worked.
- 26.8. An employee who is ill or injured for one day or longer while on annual leave or long service leave and who produces satisfactory medical certificate may apply for personal/carers leave and have their annual or long service leave recredited.

27. Portability of leave

- 27.1. 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.
- 27.2. 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.

- 27.3. 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.
- 27.4. Use of these accrued leave credits and future entitlements is in accordance with this Agreement.
- 27.5. Prior service will be recognised for long service leave purposes in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* if the break in service is not more than 12 months.
- 27.6. Where an employee is employed after having been deemed to have resigned following marriage under the former section 49 of the *Public Service Act 1922*, or is re-engaged following invalidity retirement or termination from the APS on the grounds of invalidity, the employee will be credited with any personal/carer’s leave credits held at the time of ceasing the earlier period of employment.

28. Annual leave

- 28.1. The purpose of annual leave is to provide employees with the opportunity for a reasonable break from work. Therefore, it is important that employees take leave within a reasonable period of its accrual, and that leave planning is an integral part of work planning and task allocation for managers. The timing and duration of annual leave is to be mutually agreed between the employee and manager unless the leave is for health and/or safety reasons.
- 28.2. Employees are entitled to the equivalent of 20 days, for each full year worked. Annual leave will accrue daily, and be credited monthly.
- 28.3. The taking of annual leave is subject to the approval of the manager.
- 28.4. Where ‘leave without pay not to count as service’ has been granted in the accrual period, annual leave will be adjusted on the day of accrual as follows:
- where aggregated absences for periods totalling 30 calendar days or less, the annual leave accrual is not affected;
 - where aggregated full day absences total more than 30 calendar days, the entire period of leave without pay is deducted from the number of calendar days to count as service in the formula at clause 28.5; and
 - where leave without pay covers an entire calendar year, no annual leave credit accrues for that year.

28.5. Annual leave credits for all eligible employees will be calculated using the following formula:

$$\left(\frac{\text{Calendar days in the month}}{365 \text{ calendar days}} \times 150 \right) \left(\frac{\text{Monthly hours from employees work schedule}}{\text{Monthly hours from full time work schedule}} \right) = \text{Credit}$$

150 = Basic annual credit of four weeks expressed in hours

- 28.6. Each period of service that has different weekly hours, is calculated separately. If separate credits are calculated, all credits are added and expressed as a total number of hours of leave available.
- 28.7. Employees may take annual leave at either full or half pay.
- 28.8. Where a public holiday occurs in a period of annual leave, the public holiday will not be deducted from the employee's annual leave credits.
- 28.9. Access to payment in lieu of unused accrued annual leave is available to employees when their APS employment is terminated.
- 28.10. Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.
- 28.11. Without limiting the general entitlement under clause 28.2 and 28.3, an employee may access annual leave where they have a long term illness and have exhausted other paid leave entitlements.
- 28.12. An employee may cash out annual leave providing their remaining credit is not less than four weeks (equivalent amount for part time employees). In order to cash out annual leave, the employee will need to make an election in writing and this must be approved by the Secretary.
- 28.13. Where an employee's amount of accrued annual leave is approaching 40 days, the employee and the employee's supervisor should discuss the situation and seek to agree on a leave management strategy to reduce the amount of accrued annual leave. Any such strategy should take into account previous patterns of leave over the last couple of years.

29. Purchased leave

- 29.1. Employees may apply to purchase up to 4 weeks (20 days) additional leave per calendar year.
- 29.2. Repayments for purchased leave will be calculated and deducted over 26 pay periods. A shorter period for repayments may be agreed to. Purchased leave must be taken within 12 months of the purchased leave date.

- 29.3. Purchased leave will count for service for all purposes. The employee’s salary for superannuation purposes continues to be their salary as if they had not purchased leave.

30. Long service leave

- 30.1. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 30.2. The minimum period during which long service leave can be taken is seven calendar days (at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation. Periods of long service leave cannot be broken with any other leave including absences on flex leave (except as provided for by the *Maternity Leave (Commonwealth Employees) Act 1973* and the personal leave provisions of this Agreement).
- 30.3. The Secretary will consider applications for long service leave in light of operational requirements.

31. Personal/carer’s leave

- 31.1. Personal/carer’s leave may be used when an employee is ill or injured and is unable to attend for duty or required to provide care or support for members of the employee’s family or household because of a personal illness or injury of the member or an unexpected emergency affecting the member.
- 31.2. On engagement, an ongoing employee will be credited with personal/carer’s leave of 20 days (150 hours) or the part time equivalent. Thereafter Personal/carer’s leave credits will accrue monthly and will be credited on the anniversary of the employee’s commencement. Existing APS employees who are transferred or promoted into DCCEE Personal/carer’s leave credits will accrue monthly and credited on the anniversary of the employee’s commencement (subject to clause 31.4) without limit throughout the employee's period of employment with the Department.
- 31.3. Personal/carer’s leave credits will be calculated, using the following formula:

$$\left(\frac{\text{Calendar days in the month}}{365 \text{ calendar day}} \times 150 \right) \left(\frac{\text{Monthly hours from employees work schedule}}{\text{Monthly hours from full time work schedule}} \right) = \text{Credit}$$

(366 in leap year)

Where:

150 = Basic annual credit of twenty days expressed in hours

- 31.4. Where ‘leave without pay not to count as service’ has been granted in the accrual year, personal/carer’s leave accrual will be deferred as follows:
- where aggregated full day absences total 30 calendar days or less, the accrual is not affected;

- where aggregated full day absences total more than 30 calendar days, the entire period of leave without pay defers accrual.
- 31.5. Non-ongoing employees will be credited 4 days (30 hours), or the part time equivalent upon commencement and each anniversary of commencement. Thereafter personal/carer's leave of 10.91 hours will be credited monthly, to a total credit of 20 days (150 hours) per annum or part time equivalent.
- 31.6. Personal leave will not be debited where an employee is medically unfit for duty or required to undertake carer's responsibilities on a public holiday which the employee would otherwise have observed.
- 31.7. If an employee is unexpectedly unable to attend work the employee or his or her representative should make a reasonable effort to call the relevant supervisor before 9:30am.
- 31.8. An employee will provide a medical certificate from registered health practitioners or, where it is not practical to provide a medical certificate, a statutory declaration or in the case of Carer's leave a personal declaration or other supporting evidence acceptable to his/her manager (on his/her manager's request) in the following circumstances:
- where the employee is or will be absent on personal leave for three (3) or more consecutive working days;
 - where the employee has taken more than ten days personal leave in an accrual year and has been directed to provide evidence prior to taking additional leave;
 - if the manager has reason to believe that the employee's absence is not consistent with the appropriate use of personal leave.
- 31.9. If an ongoing employee with 12 months' service has exhausted his or her personal/carer's leave credits, the, the Secretary may allow the employee to anticipate and deduct from up to 10 days of the following year's personal/carer's leave credits.
- 31.10. Employees (including casual employees) are entitled to two (2) days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
- A personal illness, or personal injury, affecting the member; or
 - An unexpected emergency affecting the member.
- 31.11. Unpaid carer's leave may be taken as a single continuous period, or in separate periods as agreed by the employee and employer
- 31.12. An employee cannot take unpaid personal/carer's leave if the employee could instead take paid personal/carer's leave.

- 31.13. An employee will not, without his or her consent, be retired on invalidity grounds before the employee's full pay personal leave has expired.
- 31.14. An employee, who has his or her APS employment terminated on the grounds of invalidity, and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976*, and the *Superannuation Act 1990*, is entitled to be credited with personal leave equal to the balance of personal leave at the time of termination.
- 31.15. Employees who are medically unfit for one day or longer while on annual or long service leave and who produces satisfactory medical evidence, may apply for personal leave. Annual and long service leave will be re-credited to the extent of the period of personal leave granted.
- 31.16. An employee is unable to access personal leave while on paid maternity, adoption, supporting partner/paternity leave and permanent/foster care/surrogate leave.
- 31.17. Unused personal leave will not be paid out on termination of employment.

32. Compassionate leave

- 32.1. An employee is entitled to paid compassionate leave of three (3) days on each occasion where a member of the employee's immediate family or household contracts or develops an illness or injury that poses a serious threat to his or her life. An employee may apply to take additional days on personal/carers leave, in accordance with section 31.
- 32.2. An employee is entitled to paid additional compassionate leave of three (3) days on each occasion of the death of a member of the employee's immediate family or household. An employee may apply to take additional days on personal/carers leave, in accordance with section 31.
- 32.3. Casual employees are entitled to three (3) days of unpaid compassionate leave for each occasion where a member of the employee's immediate family or household contracts or develops an illness or injury that poses a serious threat to his or her life.

33. Community service leave

- 33.1. An employee who engages in eligible community service activity in accordance with Division 8, Section 108 of the National Employment Standards is entitled to take unpaid leave for community service personnel for emergency services duties encompasses leave for regular training, reasonable travelling time, all emergency services responses and reasonable recovery time.
- 33.2. Consistent with clause 36.2, an employee may be eligible for paid leave to count as service to respond to the consequences of a natural disaster as a member of an emergency services organisation.

34. Defence reserve leave

- 34.1. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 34.2. An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
 - With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
 - Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.
- 34.3. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 34.4. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.
- 34.5. Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 34.6. Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

35. War Service Leave

- 35.1. Employees may be granted war service sick leave only when unfit for duty due to a war-caused condition.
- 35.2. A war-caused condition means an injury or disease that has been determined under the *Veteran's Entitlements Act 1986* to be war-caused or defence-caused to the particular employee.
- 35.3. Eligible employees will accrue a credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

36. Miscellaneous leave with and without pay

- 36.1. The Secretary may approve miscellaneous leave with or without pay for a purpose not provided for elsewhere in this Agreement. The intention of miscellaneous leave is to provide flexibility to managers and employees by providing leave that may be made available, either with or without pay, for a variety of purposes. Leave may be granted by the Secretary, having regard to the operational needs of the Department, including for purposes that the Secretary considers to be in the interests of the Department.
- 36.2. Miscellaneous leave to count as service with pay may be granted as follows but is not limited to:
- enable employees to attend to consequences of natural disasters that affects them. Leave may be up to five days for each occurrence;
 - for recognised ceremonial purposes, cultural or NAIDOC activities, leave of up to five days may be granted each calendar year;
 - participate in culturally significant events;
 - attendance at industrial proceedings when summonsed as a witness;
 - to attend for jury service, for the period(s) required. An employee who is on miscellaneous leave with pay to undertake jury service is not eligible to receive juror's fees;
 - To enable employee to undertake charity or community work. Employees may take up to one day per year for such purposes;
 - donate blood, for the period required;
 - participate in recognised international sporting events, as a competitor or official, for the period required;
 - move house, up to one day per calendar year;
 - to enable an employee to attend their graduation ceremony, for up to one day; and
 - to enable an employee to attend their citizenship conferring ceremony, for up to one day.
- 36.3. Miscellaneous leave without pay may be granted by the Secretary in, but not limited to, the following circumstances:
- study purposes;
 - accompanying a partner on a posting;
 - non APS employment in the interests of the Commonwealth; and
 - leave for personal reasons.
- 36.4. Miscellaneous leave without pay will not count for service for any purpose with the following exceptions:
- leave for study purposes; and
 - leave for non APS employment which is in the interests of the Commonwealth.
- 36.5. In order for absence on other leave without pay to count as service for personal and long service leave, the employee must resume duty with DCCEE at or before the expiration of the leave.

- 36.6. On return to duty from leave without pay which counts as service, leave credits (except for personal leave) will be calculated and applied in accordance with this Agreement. In the case of personal leave, the employee will accrue 10 days per year for the period of absence.

37. Unauthorised absence

- 37.1. Where an employee is absent from work without approval, all salary and other benefits provided under this Agreement will cease to be available until the employee resumes work or is granted leave. Where the employee is absent from work without approval for three consecutive working days, action on the grounds of non-performance of duties may commence which may result in the employee's employment being terminated. Reasonable efforts will be made to contact the employee and to establish the reason for the unauthorised absence. For the avoidance of doubt, this clause will not be interpreted or applied in a manner so as to allow for the imposition of a penalty (as defined in the *Fair Work Act 2009*, as amended from time to time) on an employee:
- for breach of a requirement to provide notice or evidence for the purpose of substantiating either:
 - an entitlement to personal leave or carer's leave; or
 - a reason for absence from work due to illness, injury or emergency affecting either the employee or a member of the employee's Immediate Family or household; or
 - for being absent from work due to an illness, injury or emergency affecting the employee or a member of the employee's Immediate Family or household.

PART E - Flexible work arrangements for parents

38. General

- 38.1. An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous Commonwealth service the Secretary may waive this requirement in exceptional circumstances).
- 38.2. A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:
- is a long term casual employee immediately before making the request; and
 - has reasonable expectation of continuing employment on a regular and systematic basis.
- 38.3. A request made in accordance with clause 38.1 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.
- 38.4. On ending parental, maternity leave, adoption or permanent/foster care/surrogate leave, an employee is entitled to return to:
- the employee's pre-parental/maternity 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-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.
- 38.5. For the purposes of this clause, duties means 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 or parental leave.

39. Maternity/Parental leave

- 39.1. An employee who has at least 12 months continuous service in the APS and is the primary caregiver is entitled to unpaid parental leave of up to 52 weeks (12 months) in accordance with the National Employment Standards (NES).

- 39.2. Upon request from the employee, the Department will 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, subject to operational requirements.
- 39.3. An employee is entitled up to 52 weeks maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* and/or Division 5 of Part 2-2 of the *Fair Work Act 2009*.
- 39.4. Twelve weeks paid Maternity Leave is provided for eligible employees under the *Maternity Leave (Commonwealth Employees) Act 1973*. This Agreement provides an additional two weeks paid leave to be taken immediately following the 12 week period of Maternity Leave provided under the *Maternity Leave (Commonwealth Employees) Act 1973*, to count for service for all purposes. Employees entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* may elect to either:
- take an entitlement of 14 week period of absence at full pay, or
 - take an additional 14 weeks on Maternity Leave without pay, and spread their payment for the 14 week period of required absence over the total period of absence of 28 weeks, at a rate of half normal salary. The additional leave beyond the 14 weeks will not count as service for any purpose.
- 39.5. An employee whose pregnancy comes to an end because of a miscarriage at a time earlier than 20 weeks before the expected date of the birth of the child is not entitled to *Maternity Leave under the Maternity Leave (Commonwealth Employees) Act 1973*. In these circumstances, the employee may be entitled to special maternity leave in accordance with the *Fair Work Act 2009*. If the employee is not entitled to special maternity leave, the employee may apply for other leave.
- 39.6. Refer to clause 21.7 of this Agreement for details regarding access to part-time work on return from Maternity Leave.

40. Leave for supporting partners

- 40.1. An employee who is not the primary care giver to a dependent child is entitled to two weeks (10 days) of paid supporting partner's leave immediately following the birth, fostering, adoption or surrogacy of a dependent child. This leave can be taken at half pay.
- 40.2. An employee with 12 months continuous service in the APS who is the primary care giver of a dependent child is entitled to a maximum of 52 weeks unpaid leave (not to count as service) from the date of the birth of the dependent child. The maximum period of 52 weeks is reduced by any period of leave taken under subclauses 40.1.

41. Adoption leave

- 41.1. An employee who has insufficient annual leave credits may take two days unpaid pre-adoption leave to attend interviews or examinations required to obtain approval to adopt a child.

- 41.2. An employee with 12 months continuous service, as defined by the *Maternity Leave (Commonwealth Employees) Act 1973*, who is the adoptive parent and primary carer of a newly adopted child (as determined by the *Fair Work Act 2009*) is entitled to a maximum of 52 weeks unpaid leave (not to count as service) from the date of the placement of the child. The maximum period of 52 weeks is reduced by any period of leave taken under subclause 42.3.
- 41.3. An employee with 12 months continuous service who is the adoptive parent and primary carer of a newly adopted child (up to the age of 16 years of age) is entitled to 14 weeks paid leave from the date of the placement of the child. Adoption leave may be taken at half pay but any period of leave in excess of 14 weeks will not count as service for any purpose.

42. Permanent/Foster care/Surrogate leave

- 42.1. The Secretary will grant 14 weeks paid leave, to an employee who has 12 months continuous service in the Commonwealth, for the purposes of caring for a child under a formal Permanent Care Order or who has enduring parental responsibilities or similar termed orders. Documentary evidence must be submitted on application for leave.
- 42.2. Permanent/Foster care leave will be approved for new Permanent Care Orders or new enduring parental responsibilities under formal fostering arrangements only (i.e. effective date of the order is post this Agreement's date of effect) and where the child or children has/have not previously lived with the employee (e.g. under a foster care arrangement or on a permanent care basis).
- 42.3. Where more than one (1) child is placed with the employee at, or around the same time (e.g. siblings) under separate Permanent Care Orders or enduring parental responsibilities under formal fostering arrangements, the employee will only be entitled to 14 weeks paid leave in respect of all of the children (not 14 weeks paid leave for each child).
- 42.4. Permanent /Foster care leave is non-gender specific and counts towards any parental leave that is taken in conjunction with the permanent care of a child.
- 42.5. Permanent care leave, associated with enduring parental responsibilities, may be taken either as a 14 week block or in lesser amounts up to a total of 14 weeks for the purposes of completing necessary legal procedures and settling the child(ren) into the home.
- 42.6. An employee with less than 12 months continuous service in the APS is eligible for Permanent/ Foster Care leave, but only as leave without pay to count as service.
- 42.7. Either parent may access up to 52 weeks without pay, interspersed with duty or in a continuous period, which may be taken during the 66 weeks immediately following the fostering of the child for the purpose of foster care. The unpaid leave is not to count as service.

- 42.8. Where an employee takes paid maternity, paid partner's, paid adoption, or unpaid parental leave in addition to Permanent/Foster care leave with and/or without pay, the aggregate period will not exceed 52 weeks.
- 42.9. The Secretary will grant 14 weeks paid leave to an employee who, through a valid surrogacy arrangement, will be the primary care giver of a dependent child. The leave is to be taken immediately following the birth of the child. Relevant supporting evidence must be submitted on application for leave.

PART F - CLASSIFICATION AND REMUNERATION

43. Salary Increases

- 43.1. Over the life of this agreement employees will receive salary increases in accordance with schedule A.
- 43.2. Salary rates during the life of this Agreement are specified in Attachment A.
- 43.3. Unless otherwise specified, allowances outlined in this agreement will be adjusted in accordance with the salary increases outlined in 43.1.
- 43.4. Employees whose salary does not align to a pay point within the new pay scales after applying the annual increase will be placed on the next highest point in the range.
- 43.5. Unless the Secretary determines otherwise, an employee, whose salary prior to commencement of this Agreement exceeds the maximum pay point in DCCEE for that classification, the employee will remain on that salary until it is absorbed by DCCEE pay increases at the relevant classification level at which time the employee will move to the next pay point immediately above their current salary level.
- 43.6. An employee will be paid fortnightly by electronic funds transfer into a financial institution account of the employee's choice, based on the following formula:

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

44. Part time Employees

- 44.1. Remuneration for part time employees will be calculated as a pro rata of the appropriate salary rate indicated at Attachment A, based on the proportion of hours worked in comparison to full time hours.

45. Casual Employees

- 45.1. Casual employees are non-ongoing employees who are engaged to perform duties that are irregular or intermittent.
- 45.2. Casual employees will receive a 20 per cent loading in lieu of paid leave (excluding long service leave) and public holidays in addition to their hourly rate of salary. A casual employee who is rostered to work on a day that falls on a public holiday, as identified in clause 20.1 of this Agreement, will receive payment for that day at their base rate of pay.

46. Supported salary rates for employees with disability

- 46.1. Employees who are eligible for a supported salary in accordance with the Special Supported Wage System (Employees with a Disability) Australian Pay and Classification Scale will be paid the applicable percentage of the relevant salary rate below for the work value they are

performing, provided the amount payable will be not less than minimum rate provided in the Special Supported Wage System (Employees with a Disability) Australian Pay and Classification Scale as amended from time to time.

- 46.2. For example, where an employee has an assessed capacity of 30 per cent they will be entitled to 30 per cent of the prescribed salary rate.
- 46.3. For the purpose of establishing the percentage of the salary rate to be paid to an employee under this provision, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an Assessment Instrument.

47. Graduates

- 47.1. A DCCEE graduate will be engaged as an ongoing employee at the APS 3.3 pay point of the Graduate Band (APS Level 3-5). After the second rotation, DCCEE graduates who have received a rating of fully effective or more up to that date will advance to pay point APS 4.1 in the DCCEE Graduate Band.
- 47.2. On completion of their training program DCCEE graduates will be assessed for advancement within the DCCEE Graduate Band to pay point APS 5.1.
- 47.3. Graduates will not be eligible for Temporary Reassignment of Duties (TROD) allowance during the course of the training program.

48. Cadets

- 48.1. A DCCEE Cadet or DCEEE Indigenous Australian Cadet (local designation) will be engaged at the APS 1 or 2 classification level, depending on level of experience and existing skills . A Cadet will receive the normal rate of pay for his or her classification when attending DCCEE for practical training and 57% of this rate when in full-time study.
- 48.2. DCCEE Cadet employees will undertake a course of training as determined by the Secretary.
- 48.3. On successfully completing their training and receiving a rating of 'fully effective' in the Performance Development Framework, DCEEE Cadet employees will progress to the minimum salary point applying to APS Level 3 as determined by the Secretary.

49. Trainees

- 49.1. A Trainee APS employee will undertake a course of training determined by the Secretary and be paid a percentage of the rate of pay applying to the minimum pay point of the APS 1 classification level, having regard to the average proportion of time spent in approved training.
- 49.2. Upon successful completion of his or her training requirements a Trainee will be paid at the minimum APS 1 pay point.

50. Broadbands for APS Levels

50.1. APS Level classifications in DCCEE will be broadbanded as follows:

- DCCEE Broadband 1 – APS 1 and APS 2
- DCCEE Cadets – APS 1, APS 2, and APS 3
- DCCEE Broadband 2 - APS 3, APS 4 and APS 5

51. Broadbands for Public Affairs Officers

51.1. Roles with duties that require an employee to hold qualifications or have extensive experience in public affairs, journalism or public relations are broadbanded and designated as follows.

Local Designation	APS Classifications
DCCEE Public Affairs Officer Grade 1	APS 4 APS 5
DCCEE Public Affairs Officer Grade 2	APS 6
DCCEE Public Affairs Officer Grade 3	Executive Level 1 and Executive Level 2
DCCEE Senior Public Affairs Officer Grade 1	Executive Level 2
DCCEE Senior Public Affairs Officer Grade 2	Executive Level 2

52. Broadbands for Legal Officers

52.1. Roles with duties that require an employee to hold a degree in law, or admission in Australia as a legal practitioner and to use professional legal skills and abilities are broadbanded as follows.

Local Designation	APS Classifications
DCCEE Legal Officer	APS 3, APS4, APS 5 and APS 6
DCCEE Senior Legal Officer	Executive Level 1 and Executive Level 2
DCCEE Principal Legal Officer	Executive Level 2

53. Broadbands for Research Scientists

53.1. Research Scientists are broadbanded as follows.

Local Designation	APS Classifications
Research Scientist	APS 6 and Executive Level 1
Senior Research Scientist Principal Research Scientist Senior Principal Research Scientist	Executive Level 2

54. Salary Rates for Broadbands

54.1. Salary rates for broadbands are depicted in Attachment A.

55. Salary on engagement, promotion or movement

- 55.1. Unless otherwise determined by the Secretary (having regard to experience, qualifications and skills) where a person is:
- promoted or engaged, salary will be payable at the minimum pay point of the relevant salary range;
 - transferred at level on an ongoing or temporary movement basis from another APS agency and:
 - their salary is above the top pay point of the relevant range as stated at Attachment A, they will be paid at the top pay point; or
 - their salary is below the top pay point of the relevant range as stated at Attachment A, but not aligned with a pay point in the range, their salary will be paid at the next highest pay point in that range.
- 55.2. An existing non-ongoing DCCEE employee who is engaged at the same classification level on an ongoing basis will be paid the same salary level, unless the Secretary determines a higher salary level.

56. Salary advancement

- 56.1. On 1 September each year, salary advancement within a classification level will be available to all employees participating in and meeting the requirements of the Performance Development Framework (PDF) and will be based on a review of performance during the previous PDF cycle, subject to the provisions applying to specific groups of employees as outlined in this section.
- 56.2. Salary advancement is subject to:
- completion of the requirements of the PDF; and
 - performance of duties at the employee’s substantive level or above, within the Department, for an aggregate of 6 months or more within the PDF planning cycle ended 31 July;
 - achievement of the “fully effective” rating on the PDF rating scale or better at the end of the PDF planning cycle; or
 - the advancement provisions applying to specific groups of employees as outlined in this section;
- 56.3. Advancement will generally be to the next pay point within the current classification. The Secretary may advance an Employee two or more pay points subject to performance outcomes where the employee receives a rating greater than fully effective.
- 56.4. The Secretary may approve movement across classification levels within a broadband where it has been demonstrated the requirement of the position is at the higher level and the individual can perform at this level. Movement to the additional pay point in accordance with 56.5 is not required before an individual can be considered for movement through the broadband.

- 56.5. An employee at the top pay point of a classification with an additional pay point who receives a rating of superior or higher will progress to the first additional pay point.
- 56.6. The Secretary may approve further movement within the additional pay points for employees at , Executive Level 1 and Executive Level 2 and broadbanded equivalents. Reasons outlining the decision to approve or deny movement to an additional pay point will be provided to the employee, and where requested will be in writing.
- 56.7. Non-ongoing employees will be eligible for salary advancement where they have been engaged at the same classification to perform the same duties continuously for six months during the PDF cycle. Non-ongoing employees are subject to the same qualifying ratings under the PDF as ongoing employees. This clause does not affect the Secretary’s discretion to determine salary on the commencement of each period of engagement.
- 56.8. Where an employee has been temporarily reassigned duties at a higher classification for a period aggregating 6 months or longer during the PDF cycle, then the employee will be eligible for salary advancement for the purposes of future or continuing Temporary Reassignment of Duty (TROD) allowance. Where TROD periods have been at different levels, progression will only occur to the TROD level closest to the employee’s substantive level, unless the employee has acted for six months or more at a higher classification level. Consideration will also be given to salary movement within the substantive classification level.
- 56.9. Employees on short term TROD remain eligible for advancement within their substantive classification level, subject to meeting the requirements of the PDF.
- 56.10. Employees who either:
- do not complete and meet the requirements of the PDF without reasonable cause; or
 - are ongoing and have not performed duties at their substantive classification level or a higher position in the Department for at least six months of the PDF cycle; or
 - are non-ongoing and have not met the requirements of clause 56.4 of this section;
- will not move to the next pay point within that classification salary range. These employees will then not be able to progress to another pay point within the classification salary range until the salary review in the next year.
- 56.11. For the purposes of this clause, ‘reasonable cause’ refers to employees absent from duty due to the following circumstances:
- long term or frequent absence due to illness or injury (including affecting the employee or their immediate family or household); or
 - long service leave; or
 - compensation leave; or

- maternity/adoption/Permanent/Foster care/surrogate leave; or
- as otherwise determined by the Secretary.

56.12. An employee may seek review of his or her assessment. Where an employee has sought review of his or her assessment under the PDF and this is subsequently upheld, then salary advancement will occur from 1 September.

57. Salary packaging

57.1. Ongoing employees may access salary packaging through the Department's service provider, and may package up to one hundred per cent of salary subject to any other payments that are required by legislation.

57.2. Where employees take up the option of salary packaging, the employee's salary for the purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.

57.3. Any fringe benefits tax incurred by individual employees as a result of his or her salary packaging arrangement will be met by the individual employee on a salary sacrifice basis.

57.4. Non-ongoing employees may access salary packaging of superannuation only.

58. Salary on reduction

58.1. An employee's classification may be reduced at the employee's request or if the Secretary directs.

58.2. Reduction by the Secretary may occur in the following circumstances:

- as a sanction in the event of a breach of the APS Code of Conduct;
- where the employee is excess to requirements at the higher classification;
- where the employee lacks or has lost an essential qualification for performing duties at the higher classification;
- on the ground of non-performance or unsatisfactory performance of duties at the higher classification; or
- where the employee is unable to perform duties at the higher classification because of physical or mental incapacity.

58.3. If an employee requests in writing or is directed to perform work at a lower classification level temporarily or permanently, the Secretary will determine the salary rate at the lower classification level. The determination will reflect the employee's experience, qualifications and skills and the circumstances under which the reduction occurred.

59. Superannuation

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

- 59.2. Employer contributions to the PSSap will be 15.4% of the employee's ordinary time earnings. Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in PSSap. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75)
- 59.3. Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave, unless otherwise required under legislation or in accordance with 59.4.
- 59.4. For employees who take paid or unpaid parental leave (which includes maternity, adoption, supporting partner, foster care and surrogacy leave), employer contributions (based on the employer contribution amount in the full pay period prior to commencing leave) will be made for a period equal to a maximum of 52 weeks, in accordance with the rules of the relevant superannuation fund.
- 59.5. Employees may choose any complying superannuation fund that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the department's payroll system.
- 59.6. The Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly funds transfer (EFT).

PART G – ALLOWANCES

60. Temporary reassignment of duties

- 60.1. Having regard to individual circumstances, the Secretary may temporarily reassign an employee to other duties, including duties at a higher or lower classification, providing such duties are:
- within the limits of his or her training, skill and capability;
 - consistent with the Classification Rules 2000; and
 - not designed to promote de-skilling.
- 60.2. Where an employee is temporarily reassigned duties at a lower work classification level, the Secretary may determine in writing, with agreement in writing from the employee, that the employee shall be paid a rate of salary applicable to the lower classification level. Such determination will specify the period for which the lower salary will apply.
- 60.3. This clause does not apply to decisions made by the Secretary in relation to breaches of the Code of Conduct or underperformance.
- 60.4. Prior to filling a temporary vacancy the Secretary will consider whether:
- it is essential that the duties of the position be performed for the period of the vacancy;
 - it is reasonable for other employees to share the duties of the position for the period of the vacancy, provided the duties are within the training, skill and competence of employees;
 - there are delegations or statutory powers held by the position that cannot reasonably be exercised by another employee who holds those powers; and
 - the position is involved in public contact and has to be staffed to comply with client service standards.
- 60.5. To be recommended for payment of TROD allowance, an employee must have been rated as “fully effective” on the PDF rating scale (or better) in his or her substantive position or above, under the most recent PDF assessment (i.e. the mid or end of cycle review), or where the Secretary otherwise certifies that the employee should fill the position, including for developmental purposes.
- 60.6. Where an employee is to be paid a TROD allowance, the employee will be paid at the pay point nominated by the Secretary, in consultation with the relevant employee, and recognising that there is an opportunity for the employee to be paid above the minimum pay point within the salary range of the higher position. The allowance will normally be equal to the difference between the employee’s current base salary and pay point of the higher classification as determined by the Secretary.

- 60.7. The pay point attained through salary advancement in previous periods of TROD at that classification level will be at least maintained.
- 60.8. TROD allowance will be payable where an employee has performed duties at a higher level after 10 working days (inclusive of public holidays). If the period extends beyond the 10 working days (inclusive of public holidays) TROD allowance will be payable for the entire period.
- 60.9. An employee who is reassigned duties at a higher level in an SES or non SES position for a period of five consecutive working days or more and the role requires the management of other employees, will receive payment of TROD allowance.
- 60.10. Where the full duties of the position are not being undertaken by the employee, the Secretary may agree to payment at a point in a classification below that of the higher position.
- 60.11. TROD allowance does not form part of an employee's base rate of pay and will only count for superannuation purposes in accordance with superannuation legislation.
- 60.12. DCCEE recognises the importance of filling vacant positions on a permanent basis. Where an employee has performed the duties in an ongoing vacant position for a continuous period of 12 months or more, the relevant SES Manager will endeavour to nominally fill the position as soon as practicable.
- 60.13. An employee on TROD allowance who is granted paid leave or who observes a public holiday will continue to receive TROD allowance, payable having regard to the provisions of this section, during his or her absence. TROD allowance will not be paid beyond the date on which the employee would have ceased the period of temporary reassignment had he or she not been absent. Where the period of leave is paid at less than full pay, payment of TROD allowance will be made on a pro rata basis.

61. Departmental liaison officer/Ministerial officer allowance

- 61.1. Departmental liaison officers will receive an annual allowance paid fortnightly. The allowance is \$18,368 per annum from commencement of this Agreement.
- 61.2. Payment is in recognition of the additional hours that may be required and is generally in lieu of flextime or TOIL.
- 61.3. This allowance may also be paid to other staff who are required to work in the Minister's office.

62. Equipment Allowance

- 62.1. An employee who travels overseas is entitled to claim Equipment Allowance in accordance with the Department's travel policy to cover the cost of equipment or clothing that is necessary for the trip.

63. Motor vehicle allowance

- 63.1. The Secretary may authorise an employee to use a private vehicle for official purposes if it results in greater efficiency or less expense for DCCEE.
- 63.2. The rate of allowance that will apply at the commencement of this Agreement is \$0.80 per kilometre.

64. Reimbursement for loss or damage

- 64.1. The Secretary may approve reimbursement to an employee for loss or damage to clothing and/or personal effects, which occurred in the course of the employee's work.

65. First aid, Fire Warden, Workplace Contact and Health and Safety Representative Allowance

- 65.1. An employee who is appointed to one of the following roles will be eligible to receive payment of an allowance:
 - First Aid Officers;
 - Fire Warden;
 - Workplace Contact Officer; or
 - Health and Safety Representative.
- 65.2. An employee may undertake two roles where the duties do not conflict. However, individuals can only receive payment of the allowance for one of these roles at a time.
- 65.3. The rate of the allowance at the commencement of the Agreement is \$27.90 per fortnight.

66. Restriction Allowance

- 66.1. The Secretary may approve the provision of a restriction payment for out of hours work to an individual or group of employees, who have been directed to be contactable and available to be called out to perform extra duties outside their agreed bandwidth (noting the default bandwidth is 7.00am – 7.00pm) each week the employee is directed to be restricted.
- 66.2. The weekly restriction allowance will be \$350 gross per week. Payment of restriction allowance will not be made to an employee who does not remain contactable or at the required degree of readiness to perform the overtime.
- 66.3. For any period of restriction less than one week in total, the employee will be paid 1/7 of the allowance for each 24 hour period.
- 66.4. A restricted employee who is required to perform overtime may be required to work at his or her usual workplace or at another designated place, including their home; duties may include provision of advice, the management of other employees, or work over the phone.

- 66.5. Where an employee restricted is required to perform overtime, but is not required to be recalled to work, overtime payment will be made subject to a one hour minimum payment.
- 66.6. Where an employee restricted is recalled to duty at a place of work, overtime payment will be made, subject to a two-hour minimum payment including reasonable travelling time.
- 66.7. Overtime will be paid in accordance with section 25 of this agreement.

67. Overtime Meal Allowance

- 67.1. If an employee, who is required to work overtime and:
 - o a meal break is taken during overtime following completion of duty on a normal working day; or
 - o overtime is worked without a break up to the completion of, or after, a meal period; or
 - o a meal break is during overtime, before beginning duty on a normal working day; or
 - o a meal break is taken during overtime on a day that duty would not ordinarily be performed (e.g. weekends).

they will be paid a meal allowance of \$25.00. For the purposes of this clause the meal periods are:

6 am	to	7 am
12:30pm	to	1:30 pm
7 pm	to	8 pm
12 midnight	to	1 am

68. Professional Membership/Accreditation Allowance

- 68.1. The Department recognises the need for some employees to be professionally accredited in order to perform their role. In such cases the Department will reimburse fees for membership or accreditation of a professional association where it is deemed an essential requirement for an employee to undertake their responsibilities, or as agreed by the Secretary.

69. Language Proficiency Allowance

- 69.1. The Secretary may determine that an employee should receive an allowance when there is a continuing need for an employee to make regular use of a foreign language in their role.
- 69.2. The annual rate of allowance will be \$880, \$1758 or \$2907 based on the employee’s level of proficiency in the language and required frequency of use, as determined by the Secretary. In determining the rate of the allowance the Secretary may consider any formal assessment of language proficiency by a suitably qualified organisation.

70. Relocation assistance

- 70.1. Where DCCEE initiates a permanent relocation (including transfer or promotion) of an employee, or the relocation is in the interest of DCCEE, reasonable relocation costs will be reimbursed for:
- transport and removal;
 - costs associated with the sale and purchase of the employee’s normal place of residence; and
 - temporary accommodation in the new location, generally up to three months.
- 70.2. Where the relocation is temporary a package (including one return airfare home each 8 weeks) will be determined for the period after 21 days.
- 70.3. Relocation or temporary transfer at the request of the employee will not attract relocation assistance.
- 70.4. Relocation assistance for reasonable costs can be negotiated for new employees on engagement, as agreed by the Secretary, for:
- transport and removal costs; and
 - temporary accommodation in the new location for a maximum period of 3 months.

71. Travel

- 71.1. Official travel is defined as short term travel (between 1 day and 3 months) to a locality away from an employee’s headquarters undertaken whilst performing duties on behalf of the Department and which is approved by the Secretary.
- 71.2. The following principles apply to the undertaking of travel on official business:
- Travel expenditure should always be cost effective, efficient, ethical and defensible;
 - in organising and approving travel for official business, delegates shall be flexible in accommodating the needs of employees, taking into account personal circumstances, including family responsibilities, safety, security and other relevant factors that may affect an employees' ability to travel;
 - travel must be organised to ensure maximum value to the Australian Government;
 - travel should only be undertaken when it is the most effective way to achieve Departmental objectives, with video or teleconferencing to be investigated; and
 - the decision to travel should be made with consideration of the impact on the environment and wherever possible alternative means of communication need to be considered.
- 71.3. Conditions, rates of allowances, payments and reimbursements for employees who are posted overseas will be in accordance with the *Department’s Long Term Overseas Policy*. Conditions, rates of allowances, payments and reimbursements for employees who are required to travel between 1 day and 3 months to a locality away from an employee’s

headquarters will be in accordance with *the Department's Official Travel Policy* and Guidelines.

- 71.4. An employee undertaking official travel lasting at least 10 hours but not extending overnight is entitled to a part-day travel allowance of \$50.00. This allowance is paid through payroll after travel is completed and is subject to taxation.

PART H - TERMINATION OF EMPLOYMENT

72. Grounds for termination of APS employees

72.1. Where an APS employee in the Department is to have his or her employment terminated, the provisions of Section 29 of the *Public Service Act 1999* shall be applicable.

73. Procedures in this Agreement

73.1. Where procedures outlined in this Agreement may lead to termination of employment on any of the allowable grounds under section 29 of the *Public Service Act 1999*, those procedures must be followed before an ongoing employee's employment may be terminated.

74. Right of review

74.1. The sole and exhaustive rights and remedies in relation to termination of employment are under:

- the Act;
- other Commonwealth laws (including the Constitution); and
- common law.

74.2. To avoid doubt, this Agreement does not provide the employee with any rights or remedies in relation to the termination of their employment insofar as it is alleged to be harsh, unjust or unreasonable.

74.3. Termination of employment, or a decision to terminate, employment, cannot be reviewed under the dispute resolution procedure contained in this Agreement or under the review of employment related action procedures.

75. Separation from the Australian Public Service

75.1. Where an employee terminates their employment, they must provide their manager with two weeks' notice, in writing, unless otherwise agreed with their manager.

75.2. Where an employee resigns on a public holiday, they will be deemed to have resigned on the last working day prior to the public holiday.

76. Death of a employee

76.1. Where an employee dies whilst in employment, or the Secretary has directed that an employee is presumed to have died on a particular date whilst in employment, the Secretary will, subject to legal requirements, authorise the payment of the amount to which the former employee would have been entitled had he or she ceased employment by retirement.

- 76.2. Payment will be made to dependants or the partner of the former employee or their legal personal representative. If payment has not been made within twelve months of the former employee's death, it should be paid to the legal personal representative.

PART I – REDEPLOYMENT AND REDUNDANCY

77. Redeployment and Redundancy Principles

- 77.1. The following redeployment, reduction and retrenchment (RRR) provisions will apply to ongoing employees who are not on probation.

78. Notification of Potentially Excess or Excess Status

- 78.1. Throughout the process the Secretary will take all reasonable steps, consistent with efficient operational requirements, to transfer the employee if the employee is potentially excess to a suitable vacancy at an equal classification level within the Department. As a potentially excess employee it is the employee's responsibility to take all reasonable steps to identify and apply for suitable vacancies at an equal classification level.
- 78.2. If redeployment has not been successful the employee will be declared excess.
- 78.3. DCCEE will consider an excess employee in isolation from and not in competition with other applicants for any advertised job in DCCEE at or below the employee's classification level for which the employee has applied.
- 78.4. Employees seeking redeployment may be referred to a redeployment program, if redeployment is not readily available in DCCEE. DCCEE will meet any costs associated with this referral.
- 78.5. An employee who has been referred to a redeployment program and who has not already been made an offer of redundancy will be made an offer of redundancy two months after the referral if the employee cannot be placed within DCCEE or the APS.
- 78.6. An employee who has been advised that he or she is excess will be made only one offer of voluntary retrenchment in respect of any single retrenchment situation.

79. Consultation

- 79.1. Where the Secretary considers there is likely to be a need to identify employees as excess, he/she will, as soon as practicable, advise the employees of the situation in writing, and offer to hold discussions with those employees, to consider:
- actions that might be taken to reduce the likelihood of the employees becoming excess;
 - redeployment opportunities for the employees within the agency or another APS agency;
 - the possibility of retrenchment with the payment of a redundancy benefit; and
 - an employee may choose to be represented in any such discussions.

- 79.2. This consultation period will extend for at least a 4 week period, but may be reduced with the written agreement of the employee.

80. Consideration by excess employees

- 80.1. Where the Secretary, having regard to any recommendation from a relevant manager, likelihood of reassignment and any statement made by the employee or representative, declares an employee is excess to the Department's requirements, the Secretary will:
- advise the employee in writing of the decision and may invite the employee to elect for retrenchment with the payment of a redundancy benefit;
 - ensure the employee is provided, as soon as is practicable, with information on the entitlements they would be eligible to receive if terminated, including superannuation options and taxation treatment of entitlements;
 - reimburse the employee up to \$500.00 for expenses incurred in seeking financial advice; and
 - career counselling up to \$3,000 for APS 1-6, \$5,000 for EL1 and 2 and equivalent.
- 80.2. Where the Secretary invites an excess employee to elect for retrenchment with a redundancy benefit, the employee will have three weeks in which to notify the Secretary of his or her decision (the consideration period). Where the employee elects for retrenchment the Secretary may decide to retrench the employee but will not give notice of termination before the end of the consideration period without the agreement of the employee.
- 80.3. The consideration period can be reduced by agreement between the employee and the Secretary. Where the period is reduced the employee will, on termination, be paid the unexpired period of the consideration period; and payment in lieu of the relevant period of notice of termination provided for in clause 84.1 and 84.2.
- 80.4. Only one invitation to elect for retrenchment with the payment of a redundancy benefit will be made to an excess employee.

81. Accelerated separation

- 81.1. The Secretary may provide employees likely to be subject to the redundancy provisions of this Agreement with an accelerated separation option. In addition to the severance benefit, this option provides employees who have been identified as eligible to be made an offer of voluntary redundancy and whose employment is terminated by the Secretary under section 29 of the *Public Service Act 1999* on the grounds that they are excess to requirements within 14 days of receiving it, an amount of 10 weeks' salary (or 11 weeks' salary for an employee 45 years of age with a least two years continuous service). The payments made under this clause are inclusive of the period of consideration and any statutory entitlement to payment in lieu of notice.

82. Redundancy Payments

- 82.1. If the employee accepts an offer of redundancy and their employment is terminated by the Secretary under s 29 of the *Public Service Act 1999* on the grounds that the employee is

excess to requirements, the employee will be paid a sum equal to two weeks salary for each completed year of service; plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).

- 82.2. The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.
- 82.3. The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.

83. Notice of Termination

- 83.1. Where the employment of an excess employee is to be terminated under s.29 of the *Public Service Act 1999* on excess grounds, the Secretary will give written notice of termination of 4 weeks (or 5 weeks for an employee over 45 with at least five years of continuous service).
- 83.2. Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

84. Calculating Redundancy Payments

- 84.1. Redundancy payments will be calculated on:
- the employee's salary at the substantive work value level on the date of termination;
 - the salary of the higher level work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of 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.
- 84.2. Where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service, the 2 weeks per year of service that relates to the part-time service will be paid on pro-rata basis as follows:
- current annual full-time equivalent salary (used for redundancy purposes), divided by full time hours, multiplied by the part-time hours for that part-time period worked.
- 84.3. Subject to Clauses 85.4, 85.5 and 85.6 service for redundancy pay purposes means:

- services in an APS agency;
- 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 does not have a controlling interest) which is recognised for long service leave purposes;
- service with the Australian Defence Forces;
- APS service immediately preceding deemed resignation (as defined), 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.

84.4. Periods of service that will not count as service for redundancy pay purposes are any periods of service that ceased by way of:

- termination under s29 of the *Public Service Act 1999*;
- prior to the commencement of the *Public Service Act 1999*, by way of redundancy; retirement on ground of invalidity; inefficiency or loss of qualifications; forfeiture of office; dismissal or termination of probationary appointment for reasons of unsatisfactory service;
- voluntary retirement at or above the minimum retiring age applicable to the employee; or
- payment of a redundancy benefit or similar payment.

84.5. 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 4 weeks and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; 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*.

84.6. Any period of service which ceased by way of:

- any of the grounds for termination specified in s.29 of the *Public Service Act 1999* (including any additional grounds prescribed in the PS Regulations);
- on a ground equivalent to any of these grounds;
- through voluntary retirement at or above the minimum retiring age applicable to the employee;
- with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit;

will not count as service for redundancy pay purposes.

- 84.7. Absences from work, which do not count as service for any purpose, will not count as service for redundancy pay purposes.

85. Retention Period

- 85.1. The retention period commences on the day after the expiration of the consideration period.
- 85.2. An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention:
- 7 months; or
 - 13 months where an employee has 20 or more years of service or is over 45 years of age.
- 85.3. If an employee is entitled to a redundancy payment under the NES, the retention period at clause 86.2 will be reduced the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
- 85.4. It is the excess employee's responsibility to take all reasonable steps to identify and apply for suitable vacancies at their substantive level during the retention period.
- 85.5. During the retention period the Secretary:
- will assist with attempts to find alternative employment; and/or
 - may, on request, provide assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer;
 - where an excess employee is required to move the employee's household to a new locality the Agency Head may approve reasonable expenses where these expenses are not met by the prospective employer;
 - may, after giving 4 weeks' notice to the employee, reduce the employee's classification as a means of securing alternative employment. If this occurs prior to the end of the retention period, the employee will continue to be paid at their previous level for the balance of the retention period.
- 85.6. The retention period will not be extended by any periods of paid or unpaid leave. The Secretary may consider extending a retention period where medical evidence indicates the employee is substantially incapacitated and are considered to be unfit for work by a medical practitioner nominated by the Department. It would only be in exceptional circumstances that the retention period would be extended beyond an additional 2 months.

86. Retention period – early termination

- 86.1. Where the Secretary is satisfied that there is insufficient productive work available for the employee within the Department during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS, the Secretary, with the agreement of the employee terminate the employee's employment under s.29 of the Public Service Act 1999 ; and upon termination, the employee will be paid a lump sum comprising:
- the balance of the retention period (as shortened for the National Employment Standards under sub-clause 92.2) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
 - the employee's NES entitlement to redundancy pay.

87. Involuntary termination of employment at the conclusion of the retention period

- 87.1. In accordance with s.29 of the Public Service Act 1999 , the Secretary may involuntarily terminate the employment of an excess employee at the end of the retention period.
- 87.2. An excess employee's employment will not be involuntarily terminated without being given notice of termination under clause 90. Wherever possible, this notice period will be concurrent with the retention period.
- 87.3. An excess employee's employment will not be involuntarily terminated if the employee has not been invited to elect for retrenchment with the payment of a redundancy benefit or has elected for retrenchment but the Secretary has refused to approve it.

APS Levels

	APS Level	Current Structure	Current salary	On commencement	Effective 2/4/2012	New structure effective 1/9/2012	Effective 2/4/2013	
Broadband 1	APS 1	APS 1.1	\$39,956	\$41,554	\$42,593	APS1.1	\$42,593	\$43,658
		APS 1.2	\$41,744	\$43,414	\$44,499	APS1.2	\$45,452	\$46,588
		APS 1.3	\$43,531	\$45,272	\$46,404			
		APS 1.4	\$45,319	\$47,132	\$48,310	APS1.3	\$48,310	\$49,518
	Additional pay point			\$48,312	\$49,519		\$49,519	\$50,757
	APS 2	APS 2.1	\$47,588	\$49,492	\$50,729	APS2.1	\$50,729	\$51,997
		APS 2.2	\$48,652	\$50,598	\$51,863	APS2.2	\$52,430	\$53,741
		APS 2.3	\$49,716	\$51,705	\$52,997			
		APS 2.4	\$50,779	\$52,810	\$54,130	APS2.3	\$54,130	\$55,484
	Additional pay point			\$53,946	\$55,294		\$55,294	\$56,677
Broadband 2	APS 3	APS 3.1	\$52,963	\$55,082	\$56,459	APS3.1	\$56,459	\$57,870
		APS 3.2	\$54,419	\$56,596	\$58,011	APS3.2	\$58,496	\$59,959
		APS 3.3	\$55,330	\$57,543	\$58,982			
		APS 3.4	\$57,331	\$59,624	\$61,115	APS3.3	\$61,115	\$62,643
	Additional pay point			\$60,760	\$62,279		\$62,279	\$63,836
	APS 4	APS 4.1	\$59,515	\$61,896	\$63,443	APS4.1	\$63,443	\$65,029
		APS 4.2	\$60,607	\$63,031	\$64,607	APS4.2	\$65,189	\$66,819
		APS 4.3	\$61,699	\$64,167	\$65,771			
		APS 4.4	\$62,791	\$65,303	\$66,935	APS4.3	\$66,935	\$68,609
	Additional pay point			\$66,438	\$68,099		\$68,099	\$69,802
APS 5	APS 5.1	\$64,975	\$67,574	\$69,263	APS5.1	\$69,263	\$70,995	
	APS 5.2	\$66,068	\$68,711	\$70,428	APS5.2	\$71,011	\$72,786	
	APS 5.3	\$67,160	\$69,846	\$71,593				
	APS 5.4	\$68,252	\$70,982	\$72,757	APS5.3	\$72,757	\$74,576	
Additional pay point			\$72,402	\$74,212		\$74,212	\$76,067	
APS 6	APS 6	APS 6.1	\$70,982	\$73,821	\$75,667	APS6.1	\$75,667	\$77,558
		APS 6.2	\$74,258	\$77,228	\$79,159	APS6.2	\$80,905	\$82,928
		APS 6.3	\$77,534	\$80,635	\$82,651			
		APS 6.4	\$80,810	\$84,042	\$86,143	APS6.3	\$86,143	\$88,297
	Additional pay point			\$87,449	\$89,636		\$89,636	\$91,877

Executive Level

	APS Level	Current Structure	Current salary	On commencement	Effective 2/4/2012	New structure effective 1/9/2012		Effective 2/4/2013
EL1	EL 1	EL1.1	\$87,362	\$90,856	\$93,128	EL1.1	\$93,128	\$95,456
		EL1.2	\$91,365	\$95,020	\$97,395	EL1.2	\$99,529	\$102,017
		EL1.3	\$95,369	\$99,184	\$101,663			
		EL1.4	\$99,374	\$103,349	\$105,933	EL1.3	\$105,933	\$108,581
	Additional pay point		\$103,349	\$107,483	\$110,170	EL1.4	\$110,170	\$112,924
			\$107,325	\$111,618	\$114,408	EL1.5	\$114,408	\$117,269
			\$111,299	\$115,751	\$118,645	EL1.6	\$118,645	\$121,611
EL2	EL2	EL2.1	\$104,288	\$108,460	\$111,171	EL2.1	\$111,171	\$113,950
		EL2.2	\$110,476	\$114,895	\$117,767	EL2.2	\$121,065	\$124,092
		EL2.3	\$116,663	\$121,330	\$124,363			
		EL2.4	\$122,853	\$127,767	\$130,961	EL2.3	\$130,961	\$134,235
	Additional pay point		\$127,767	\$132,878	\$136,200	EL2.4	\$136,200	\$139,605
			\$132,682	\$137,989	\$141,439	EL2.5	\$141,439	\$144,975
			\$137,595	\$143,099	\$146,676	EL2.6	\$146,676	\$150,343

Legal Officers

	Structure	APS Equivalent	Current salary	On commencement	Effective 2/4/2012	New structure effective 1/9/2012		Effective 2/4/2013
Legal Officer	LO 1.1	APS 3.2	\$54,419	\$56,596	\$58,011	LO1.1 (APS3.2)	\$58,496	\$59,959
	LO 1.2	APS 4.3	\$61,699	\$64,167	\$65,771	LO1.2 (APS4.3)	\$66,935	\$68,609
	LO 1.3	APS 5.3	\$67,160	\$69,846	\$71,593	LO1.3 (APS5.3)	\$72,757	\$74,576
	LO 1.4	APS 6.1	\$70,982	\$73,821	\$75,667	LO1.4 (APS6.2)	\$80,905	\$82,928
	LO 1.5	APS 6.3	\$77,534	\$80,635	\$82,651			
	LO 1.6	APS 6.4	\$80,810	\$84,042	\$86,143	LO1.5 (APS6.3)	\$86,143	\$88,297
Senior Legal Officer	SLO 1.1	EL1.1	\$87,362	\$90,856	\$93,128	SLO1.1 (EL1.1)	\$93,128	\$95,456
	SLO 1.2	EL1.3	\$95,369	\$99,184	\$101,663	SLO1.2 (EL1.2)	\$99,529	\$102,017
	SLO 1.3	EL1.4	\$99,374	\$103,349	\$105,933			
	SLO 1.4	EL2.1	\$104,288	\$108,460	\$111,171	SLO1.3 (EL2.1)	\$111,171	\$113,950
	SLO 1.5	EL2.2	\$110,476	\$114,895	\$117,767	SLO1.4 (EL2.2)	\$121,065	\$124,092
Principal Legal Officer	PLO 1.1	EL2.3	\$116,663	\$121,330	\$124,363			
	PLO 1.2	EL2.4	\$122,853	\$127,767	\$130,961	PLO1.1 (EL2.3)	\$130,961	\$134,235
	PLO 1.3	EL 2	\$125,988	\$131,028	\$134,303	PLO1.2 (EL2.4)	\$136,200	\$139,605

Public Affairs Officers

	Structure	APS Equivalent	Current salary	On commencement	Effective 2/4/2012	New structure effective 1/9/2012		Effective 2/4/2013	
Public Affairs Officers	PAO 1.1	APS 4.1	\$59,515	\$61,896	\$63,443	PAO1.1 (APS4.2)	\$65,189	\$66,819	
	PAO 1.2	APS 4.4	\$63,883	\$66,438	\$68,099	PAO1.2 (APS5.2)	\$71,011	\$72,786	
	PAO 1.3	APS 5.3	\$67,160	\$69,846	\$71,593				
	PAO 1.4	APS 5.4	\$68,252	\$70,982	\$72,757	PAO1.3	\$72,757	\$74,576	
	PAO2.1	APS 6.2	\$74,258	\$77,228	\$79,159	PAO2.1 (APS6.2)	\$80,905	\$82,928	
	PAO 2.2	APS 6.3	\$77,534	\$80,635	\$82,651	PAO2.2 (APS6.3)	\$86,143	\$88,297	
	PAO 2.3	APS 6	\$82,472	\$85,771	\$87,915				
	PAO 2.4	EL1.1	\$87,362	\$90,856	\$93,128	PAO2.3 (EL1.1)	\$93,128	\$95,456	
	PAO 3.1	EL1.2	\$91,365	\$95,020	\$97,395	PAO3.1 (EL1.3)	\$105,933	\$108,581	
	PAO 3.2	EL 1	\$100,320	\$104,333	\$106,941	PAO3.2 (EL2.2)	\$121,065	\$124,092	
	PAO 3.3	EL2.2	\$110,476	\$114,895	\$117,767				
	PAO 3.4	EL2.3	\$116,663	\$121,330	\$124,363	PAO3.3 (EL2.3)	\$130,961	\$134,235	
	Senior Public Affairs Officer	SPAO 1.1	EL 2	\$120,163	\$124,970	\$128,094	SPAO1.1 (EL2)	\$128,094	\$131,296
		SPAO 2.1	EL 2	\$127,480	\$132,579	\$135,894	SPAO2.1 (EL2)	\$135,894	\$139,291

Research Scientists

	Structure	APS Equivalent	Current salary	On commencement	Effective 2/4/2012	New structure effective 1/9/2012		Effective 2/4/2013
Research Scientist	RS 1.1	APS 6.1	\$70,982	\$73,821	\$75,667			
	RS 1.2	APS 6.2	\$74,258	\$77,228	\$79,159	RS1.1 (APS6.2)	\$80,905	\$82,928
	RS 1.3	APS 6.3	\$77,534	\$80,635	\$82,651	RS1.2 (APS6.3)	\$86,143	\$88,297
	RS 1.4	APS 6.4	\$80,810	\$84,042	\$86,143			
	RS 1.5	EL 1.1	\$87,362	\$90,856	\$93,128	RS1.3 (EL1.1)	\$93,128	\$95,456
	RS 1.6	EL1.2	\$91,365	\$95,020	\$97,395	RS1.4 (EL1.2)	\$99,529	\$102,017
	RS 1.7	EL1.3	\$95,369	\$99,184	\$101,663			
	RS 1.8	EL1.4	\$99,374	\$103,349	\$105,933	RS1.5 (EL1.3)	\$105,933	\$108,581
Senior Research Scientist	SRS 1.1	EL2.1	\$104,288	\$108,460	\$111,171	SRS1.1 (EL2.1)	\$111,171	\$113,950
	SRS 1.2	EL2.2	\$110,476	\$114,895	\$117,767	SRS1.2 (EL2.2)	\$121,065	\$124,092
	SRS 1.3	EL2.3	\$116,663	\$121,330	\$124,363	SRS1.3 (EL2)	\$128,488	\$131,700
	SRS 1.4	EL 2	\$120,533	\$125,354	\$128,488			
	SRS 1.5	EL 2	\$124,149	\$129,115	\$132,343	SRS1.4 (EL2.4)	\$136,200	\$139,605
Principal Research Scientist	PRS 1.1	EL 2	\$127,872	\$132,987	\$136,312	PRS1.1 (EL2.4)	\$136,200	\$139,605
	PRS 1.2	EL 2	\$131,710	\$136,978	\$140,403	PRS1.2 (EL2.5)	\$141,439	\$144,975
	PRS 1.3	EL 2	\$135,661	\$141,087	\$144,615			
	PRS 1.4	EL 2	\$139,730	\$145,319	\$148,952	PRS1.3	\$148,952	\$152,675
Senior Principal Research Scientist	SPRS 1.1	EL 2	\$148,081	\$154,004	\$157,854	SPRS1.1 (EL2)	\$157,854	\$161,801
	SPRS 1.2	EL 2	\$152,557	\$158,659	\$162,626	SPRS1.2 (EL2)	\$167,485	\$171,672
	SPRS 1.3	EL 2	\$157,115	\$163,400	\$167,485			
	SPRS 1.4	EL 2	\$161,849	\$168,323	\$172,531	SPRS1.3 (EL2)	\$172,531	\$176,844

ATTACHMENT B – KEY TERMS

Additional Pay point	A salary point for Executive Level classifications that are above the normal salary range. Movement to these pay points are at the discretion of the Secretary.
Agreement	The Department of Climate Change and Energy Efficiency (the Department) Enterprise Agreement 2011 - 2014
APS	the Australian Public Service
EA	this Enterprise Agreement
Employee	An employee of the Department of Climate Change and Energy Efficiency and has the same meaning as the <i>Public Service Act 1999</i> for 'APS employee'
Employer	means the Department of Climate Change and Energy Efficiency Secretary (Delegate), on behalf of the Commonwealth of Australia
Excess Employee	<p>An employee is 'excess' when:</p> <ul style="list-style-type: none"> • they are included in a group of employees in the Department, comprising a greater number than is necessary for the efficient and economical working of the Department; • due to technological or other changes in the work methods of the Department, or structural or other changes in the nature, extent or organisation of the functions of the Department; ; or • the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality, and the Secretary has determined that the employee is excess to the Department's requirements.
Family	Means a relation by blood, marriage, adoption, fostering or traditional kinship, or a partner who stands in a bona fide domestic relationship with an employee (without discrimination as to sexual orientation).
Hard Barrier	The top salary point for each classification level. Movement beyond the hard barrier is through merit selection.
Immediate Family	<p>A person who is related by blood, marriage, adoption, fostering or traditional kinship, has a strong affinity with the employee or a partner who stands in a bona fide domestic relationship with the employee without discrimination as to sexual preference.</p> <p>The following are members of an employee's "Immediate Family":</p> <ul style="list-style-type: none"> • a spouse/partner, a child or an adult child, parent, grandparent, grandchild or sibling of the employee; • has a strong affinity with the employee; and • a child or an adult child, parent, grandparent, grandchild or sibling of a spouse/Partner of the employee.

Medical Evidence	A certificate or report provided by: <ul style="list-style-type: none"> • a registered medical practitioner, dentist, optometrist, optician, radiographer, physiotherapist, nurse, chiropractor or podiatrist or; • a health practitioner other than a registered health practitioner in circumstances where the Employee has either been referred to that health practitioner by a doctor or obtains a doctor’s endorsement that the treatment provided was desirable. If it is not reasonably practicable for the employee to give the employer a medical certificate – a statutory declaration made by the employee.
Parliamentary Service	refers to employment under the <i>Parliamentary Service Act 1999</i>
Partner	A spouse, de facto spouse (being a person who is living with the employee as the employee’s spouse on a genuine domestic basis, but not legally married to the employee, regardless of the person’s gender) or former spouse or a former de facto spouse.
PS Act	The <i>Public Service Act 1999</i> , as amended from time to time
Registered health practitioner	has the meaning given to it in the <i>Fair Work Act 2009</i> and the Fair Work Regulations 2009
Salary	The employee’s base rate of pay, excluding superannuation (which is subject to relevant superannuation scheme rules).
Salary Advancement	This means the movement through the pay points within the salary range for a classification. These increases are salary for the purposes of determining salary for superannuation purposes.
the Act	<i>The Fair Work Act 2009</i>
the Regulations	The Fair Work Regulations 2009
Secretary	The person for the time being performing the functions of the Department of Climate Change and Energy Efficiency Secretary, and holding those powers provided to Agency heads under the PS Act. The Secretary may delegate his or her powers under this Agreement.

ATTACHMENT C – RIGHTS OF WORKPLACE DELEGATES AND ELECTED UNION REPRESENTATIVES

The role of union workplace delegates and other elected union representatives is to be respected and facilitated. Agencies and union workplace delegates must deal with each other in good faith. In discharging their representative roles at the workplace level, the rights of union workplace delegates are:

- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
- the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act
- the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;
- the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
- undertaking their role and having union representation on an agency's workplace relations consultative committee;
- reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;
- the right to address new employees about union membership at the time they enter employment;
- the right to consultation, and access to relevant information about the workplace and the agency; and
- the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates are:

- reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
- reasonable access to appropriate training in workplace relations matters including training provided by a union;
- reasonable paid time off to represent union members in the agency at relevant union forums.

In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely affect on the efficient operation of the agency and the provision of services by the Commonwealth.

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors.