

DIT	DRALGAS	Dept proposal
<b>P6 DEFINITIONS</b>	25 DEFINITIONS	<b>DEFINITIONS</b>
<b>P6.1</b> In this Agreement, the singular includes the plural. <b>P6.2</b> For the purposes of this Agreement the following definitions apply:	In this agreement:	In this Agreement, the singular includes the plural. For the purposes of this Agreement the following definitions apply:
<b>ARA</b> means Additional Responsibilities Allowance;		
<b>Agreement</b> means the Commonwealth Department of Infrastructure and Transport, Enterprise Agreement 2011-2014;		<b>Agreement</b> means the <i>Department of Infrastructure and Regional Development Enterprise Agreement 2015</i> ;
	<b>Approved classification</b> means an approved classification under the Classification Rules.	
<b>APS</b> means the Australian Public Service;		<b>APS</b> means the Australian Public Service;
	<b>Classification Rules</b> has the same meaning as in the <i>Public Service Act 1999</i> .	
	<b>Commencement date</b> means the date on which this agreement commences.	
<b>Consult</b> means to give those consulted an opportunity to be heard and to express their views so that they may be taken into account before decisions are made. Consultation provides a genuine opportunity to influence the decision maker;		
<b>CPI</b> means the Consumer Price Index, Australia (Catalogue 6401.0) published quarterly by the Australian Bureau of Statistics;		
<b>DCC</b> means the Departmental Consultative Committee;		
		<b>De facto partner</b> includes a former de facto partner;
<b>Department and the Department</b> mean the Commonwealth Department of Infrastructure and Transport, or its successor however described;	<b>Department</b> means the Department of Regional Australia, Regional Development and Local Government.	<b>Department and the Department</b> mean the Commonwealth Department of Infrastructure and Regional Development, or its successor however described;
<b>dependant</b> in relation to an employee, means the partner of the employee or a child or parent of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent on the employee;		<b>Dependant</b> in relation to an employee, means the partner of the employee or a child or parent of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent on the employee;
<b>dependent child</b> for an employee, means a child of the employee who is less than 21 years old or dependent on the employee;		
<b>Disability Act</b> means the <a href="#">Disability Service Act 1986 (Cth)</a> ;		
	<b>Double time and a half</b> means the employee rate of salary plus 1.5.	
<b>eligible dependant</b> means a dependant whose income, if any, is less than \$16,792 per annum, adjusted on each 1 July during this Agreement by the percentage change in the CPI last published for the quarter prior to that 1 July from the CPI last published from the CPI last published for the quarter 12 months prior to that 1 July;		
<b>employee</b> means an employee engaged under subsection 22(2) of the PS Act, but does not include an SES employee;	<b>Employee</b> means an employee to whom this agreement applies.	<b>Employee</b> means an employee engaged under subsection 22(2) of the PS Act, but does not include an SES employee;
<b>employee representative</b> means any person whom the employee(s) nominates or elects as a representative which may include an employee or a representative from the unions listed in <b>subclause C2.5</b> ;		
<b>Fair Work Australia</b> means the national workplace relations tribunal;	<b>FWA</b> means Fair Work Australia.	

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<p><b>family</b> means a spouse, former spouse, de facto partner, former de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee, fostering or traditional kinship;</p>	<p><b>Family or Immediate Family</b> means a spouse, de facto, former de facto or partner of the employee irrespective of gender (including a former spouse or partner); and/or</p> <ul style="list-style-type: none"> <li>• a child (including an adopted child, a step-child, or an ex-nuptial child),</li> <li>• parent, grandparent, grandchild or sibling of the employee; and/or</li> <li>• a child (including an adopted child, a step-child, or an ex-nuptial child),</li> <li>• parent, grandparent, grandchild or sibling of the employee's spouse or partner;</li> <li>• a member of an employee's household; and/or</li> <li>• traditional kinship where there is a relationship or obligation, under the custom and traditions of the community or group to which the employee belongs.</li> </ul>	<p><b>Immediate Family</b> means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee, fostering or traditional kinship;</p>
<p><b>FW Act</b> means the <a href="#">Fair Work Act 2009</a> as amended from time to time;</p>	<p><b>FW Act</b> means the <i>Fair Work Act 2009</i>, as amended from time to time.</p>	
		<p><b>HDA</b> means Higher Duties Allowance;</p>
<p><b>Intranet</b> means the Department's intranet site incorporating a Enterprise Agreement information page;</p>		
<p><b>Long Service Leave Act</b> means the <a href="#">Long Service Leave (Commonwealth Employees) Act 1976</a>;</p>		<p><b>LSL Act</b> means the <i>Long Service Leave (Commonwealth Employees) Act 1976</i>;</p>
<p><b>LSL</b> means Long Service Leave as defined in the LSL Act;</p>		<p><b>LSL</b> means Long Service Leave as defined in the LSL Act;</p>
<p><b>Minister</b> means the Minister for the time being administering the Department;</p>		
<p><b>Maternity Leave Act</b> means the <a href="#">Maternity Leave (Commonwealth Employees) Act 1973</a>;</p>		<p><b>ML Act</b> means the <i>Maternity Leave (Commonwealth Employees) Act 1973</i>;</p>
<p><b>ML Act</b> means maternity leave as defined in the Maternity Leave Act;</p>		
<p><b>NES</b> means the <a href="#">National Employment Standard</a> as set by Fair Work Australia;</p>		<p><b>NES</b> means the <a href="#">National Employment Standards</a>;</p>
<p><b>non-ongoing employee</b> means an employee engaged under subsection 22(2)(b) or (c) of the PS Act but does not include a non-ongoing SES employee;</p>	<p><b>Non-ongoing APS employee</b> has the same meaning as in the <i>Public Service Act 1999</i>.</p>	<p><b>Non-ongoing employee</b> means an employee engaged under subsection 22(2)(b) or (c) of the PS Act but does not include a non-ongoing SES employee;</p>
<p><b>OHS Act</b> means the <a href="#">Occupational Health &amp; Safety Act 1991</a>;</p>		
<p><b>ongoing employee</b> means an employee engaged under subsection 22(2)(a) of the PS Act but does not include an ongoing SES employee;</p>	<p><b>Ongoing APS employee</b> has the same meaning as in the <i>Public Service Act 1999</i>.</p>	<p><b>Ongoing employee</b> means an employee engaged under subsection 22(2)(a) of the PS Act but does not include an ongoing SES employee;</p>
<p><b>overseas</b> means outside Australia and its Territories;</p>		
	<p><b>Ordinary hours of work</b> has the meaning given by clause 15.1.2.</p>	
	<p><b>Ordinary span of work hours</b> has the meaning given by clause 15.1.1.</p>	
	<p><b>Parliamentary Service</b> refers to employment under the <i>Parliamentary Service Act 1999</i>.</p>	
<p><b>partner</b> means, in relation to a person who is a member of a couple, the other member of the couple;</p>	<p>"Partner" means a person who, regardless of gender is living in a common household with the employee in a bona fide domestic, interdependent partnership, although not legally married to the employee.</p>	<p><b>Partner</b> means, in relation to a person who is a member of a couple, the other member of the couple;</p>
	<p><b>Part-time employee</b> means an employee whose ordinary hours of duty amount to less than 75 hours over 2 weeks, other than an employee</p>	

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	eligible for a loading for performing duties that are intermittent or irregular.	
	<b>Pay point</b> for an employee, means the pay point mentioned in Schedule 1 at which salary is payable to the employee.	
		<b>PCL</b> means, Personal Circumstances Leave;
<b>primary care giver</b> is the employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status;		<b>Primary care giver</b> is the employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status;
<b>PS Act</b> means the <a href="#">Public Service Act 1999</a> as amended from time to time;		<b>PS Act</b> means the <a href="#">Public Service Act 1999</a> as amended from time to time;
	<b>Public holiday</b> has the meaning given by clause 16.21.	
<b>salary</b> means the employee's rate of pay specified in Section O unless otherwise defined;	<b>Salary</b> means the salary rate payable to an employee under Schedule 1 is the employee's salary for all purposes and is not affected for any purpose by the employee's participation in a variable purchased leave arrangement or an election to sacrifice salary for non- monetary benefits.	<b>Salary</b> means the employee's rate of pay specified in <b>[Schedule A]</b> unless otherwise defined;
<b>Secretary</b> means the person for the time being holding or performing the duties of the office of Secretary of the Department;	<b>Secretary</b> means the Secretary of the Department.	<b>Secretary</b> means the person for the time being holding or performing the duties of the office of Secretary of the Department;
<b>SES</b> means the Senior Executive Service as defined in the PS Act;	<b>SES employee</b> has the same meaning as in the <i>Public Service Act 1999</i> .	<b>SES</b> means the Senior Executive Service as defined in the PS Act;
<b>settlement period</b> means a four week period commencing on a Thursday and ending on a Wednesday;		<b>Settlement period</b> means a four week period commencing on a Thursday and ending on a Wednesday;
	<b>Shiftworker</b> means an employee who is rostered to perform ordinary duty outside the hours of 7 am to 7.00 pm for an ongoing or fixed period.	
		<b>Spouse</b> includes former spouse;
<b>Superannuation Act</b> means the <a href="#">Superannuation Act 2005 (Cth)</a> ;		<b>Superannuation Act</b> means the <a href="#">Superannuation Act 2005 (Cth)</a> ;
<b>supervisor</b> means an employee with responsibility for managing another employee in the conduct of all aspects of the first employee's work;		
<b>Tertiary Spaces</b> means all other spaces such as storage rooms, machine rooms and other spaces not included in work areas, offices and meeting rooms; and		
<b>Usual place of work</b> , for an employee, means the place where the employee ordinarily performs duty, or for an employee who does not ordinarily perform his or her duties at a single place, the place where the employee is ordinarily required to report for duty.		
<b>SECTION A OBJECTIVES</b>	<b>2 OBJECTIVES</b>	
<b>A1 OBJECTIVES</b> <b>A1.1</b> Through this Agreement, the objectives of the Department and its employees are to:	2.1 The Department's objectives include: <ul style="list-style-type: none"><li>providing a dedicated source of advice on regional Australia to the Government through the Minister;</li></ul>	

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<p>1• make the Department attractive to current and potential employees as a good place to work, including by fostering an appropriate work and life balance for employees;</p> <p>2• achieve high quality results and value for money delivery of services to clients and stakeholders;</p> <p>3• deliver on the government's policy, program and legislative and regulatory responsibilities which are administered by the Department;</p> <p>4• strengthen relationships of cooperation and trust in the Department through open dealings between all persons, consultation, resolution of disagreements (if any), and transparency in decision making;</p> <p>5• ensure that individuals and teams clearly understand their role(s) and responsibilities and ensure that individuals and teams have adequate support, training, and development to build and maintain skills for flexibly meeting current and emerging priorities;</p> <p>6• support the flexible movement and redeployment of employees to address changing priorities and workload demands;</p> <p>7• achieve effective people management founded on regular and constructive feedback about performance and behaviour;</p> <p>8• provide a clear understanding of the joint responsibilities of the Department and its employees in working together to create and sustain a positive and successful work environment;</p> <p>9• promote a clearer understanding of, and provide for accessible information on, the conditions and benefits of this Agreement;</p> <p>10• continue the evaluation of our functions, structure and processes with a view to improving the way work is undertaken and managed;</p> <p>11• provide a safe, fair and quality work environment; and</p> <p>12• integrate planning and evaluation at all levels of the organisation.</p>	<ul style="list-style-type: none"> <li>• administering targeted regional programs and investments and assists in the delivery of the Government's commitment to regional Australia;</li> <li>• working across Government and in partnership with State, Territory and Local Governments to ensure a coordinated approach to the delivery of the Government's policies, programs and investments that impact on regional Australia</li> <li>• supporting arrangements, including the Regional Development Australia Committee (RDAC) network, to empower local communities to advise on local priorities to input into Government policies and programs;</li> <li>• administering the Territories of the Ashmore and Cartier Islands, Christmas Island, the Cocos (Keeling) Islands, the Coral Sea Islands and Jervis Bay, and oversee national interests in the Australian Capital Territory, the Northern Territory and Commonwealth responsibilities on Norfolk Island; and</li> <li>• providing strategic direction and oversight of the Commonwealth Government's contribution to reconstruction efforts in response to extreme weather events of late 2010-early 2011.</li> </ul> <p>2.2 This agreement supports the Department in achieving its objectives by:</p> <ul style="list-style-type: none"> <li>• providing remuneration and conditions that are competitive and affordable;</li> <li>• encouraging high performance and ongoing learning;</li> <li>• recognising the significant contribution and effort of our employees;</li> <li>• fostering open communication;</li> <li>• building trust through a strong emphasis on people management responsibilities;</li> <li>• promoting flexibility and responsiveness in order to meet the challenges of the future;</li> <li>• having measures promoting a balance between work and personal commitments; and</li> <li>• providing a safe and healthy workplace.</li> </ul> <p>2.2 This agreement represents a commitment by the Department and its employees to identify and realise productivity improvements and to ensure that salary increases and other benefits under this agreement can be provided without diminishing the Department's responsiveness to the Government in providing timely advice and implementing the Government's policies and programs.</p>	
<b>SECTION P INTERPRETATION</b>	3 APPLICATION AND COVERAGE	<b>APPLICATION AND COVERAGE</b>
	<b>1 TITLE</b>	<b>1. TITLE</b>
	1.1 This agreement will be known as 'The Department of Regional Australia, Regional Development and Local Government enterprise agreement 2011'.	1.1 This agreement made under section 172 of the <i>Fair Work Act 2009</i> shall be known as the <i>Department of Infrastructure and Regional Development Enterprise Agreement 2014</i> .
<b>P1 PERSONS COVERED</b>		<b>2. COVERAGE</b>

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<p><b>P1.1</b> This Agreement is made under section 172 of the FW Act and applies to and covers:</p> <p>(a) the Secretary of the Department of Infrastructure and Transport on behalf of the Commonwealth of Australia;</p> <p>(b) all the Department's employees employed under the PS Act other than SES employees.</p>	<p>3.1 This agreement is made under section 172 of the <i>Fair Work Act 2009</i>.</p> <p>3.2 This agreement covers:</p> <ul style="list-style-type: none"> <li>• the Secretary of the Department of Regional Australia, Regional Development and Local Government, on behalf of the Commonwealth; and</li> <li>• non-SES employees (within the meaning of the Public Service Act 1999) in the Department of Regional Australia, Regional Development and Local Government.</li> </ul>	<p>2.1 This Agreement covers:</p> <ul style="list-style-type: none"> <li>• the Secretary of the Department, for and on behalf of the Commonwealth of Australia as the employer; and</li> <li>• employees of the Department engaged under the PS Act (other than Senior Executive Service employees).</li> </ul>
<p><b>P1.2</b> This Agreement covers the following unions if Fair Work Australia notes in its decision to approve this Agreement that it covers that particular union:</p> <p>(a) the Community and Public Sector Union (CPSU); and</p> <p>(b) the Media, Entertainment and Arts Alliance of Australia (MEAA).</p>	<p>3.3 Where the following employee organisations give notice in accordance with subsection 183(1) of the <i>Fair Work Act 2009</i>, Fair Work Australia will note in its decision to approve the agreement that the agreement covers these organisations:</p> <ul style="list-style-type: none"> <li>• the Community and Public Sector Union; and</li> <li>• the Media, Entertainment and Arts Alliance.</li> </ul>	
<p><b>P2</b>           <b>CLOSED AGREEMENT</b></p>	<p>6 CLOSED AGREEMENT</p>	
<p><b>P2.1</b> It is agreed by the parties to this Agreement that from the commencement of this Agreement, the parties will not pursue or make any further claims in respect of improvements in terms and conditions of employment that exist for the term of the Agreement, except where consistent with the terms of this Agreement.</p>	<p>6.1 From the commencement of this agreement, a person or organisation covered by this agreement or an employee whose employment is covered by this agreement shall 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.</p>	
<p><b>P4</b>           <b>COMMENCEMENT AND DURATION OF THIS AGREEMENT</b></p> <p><b>P4.1</b> This Agreement commences the seventh day after notification is given by Fair Work Australia that the Agreement passes the better off overall test, in accordance with the FW Act. This Agreement nominally expires on 30 June 2014.</p>	<p>5                   <b>NOMINAL EXPIRY DATE</b></p> <p>5.1 The nominal expiry date of this agreement is 30 June 2014.</p> <p>4 <b>OPERATION</b></p> <p>4.1 This agreement commences operation 7 days after it is approved by Fair Work Australia in accordance with s186 of the <i>Fair Work Act 2009</i>.</p>	<p><b>3. COMMENCEMENT AND DURATION OF THIS AGREEMENT</b></p> <p>3.1 This Agreement commences seven days after approval by the Fair Work Commission. This Agreement nominally expires on [XX XX XXXX].</p>
<p><b>P5</b>           <b>DELEGATION</b></p> <p><b>P5.1</b> The Secretary may, in writing, delegate to a person any of the Secretary's powers or functions under this Agreement (other than power set out in this <b>subclause P5.1</b>).</p> <p><b>F5.2</b> A person exercising powers or functions under a delegation under this <b>clause P5</b> must comply with any directions of the Secretary.</p>	<p>7           <b>DELEGATIONS</b></p> <p>7.1 The Secretary may delegate to or authorise a person to perform any of the Secretary's powers or functions under this agreement.</p>	<p><b>4. DELEGATION</b></p> <p>4.1 The Secretary may, in writing, delegate to a person any of the Secretary's powers or functions under this Agreement.</p> <p>4.2 A person exercising powers or functions delegated under this clause must comply with any conditions imposed by the Secretary on the exercise of that power or function.</p>
<p><b>P3</b>           <b>AGREEMENT OPERATES IN CONJUNCTION WITH OTHER DOCUMENTATION</b></p>	<p>8           <b>POLICIES</b></p>	<p><b>5. AGREEMENT OPERATES IN CONJUNCTION WITH OTHER DOCUMENTATION</b></p>

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<p><b>P3.1</b> This Agreement and the following related documents will be placed on the Department's intranet site and linked where relevant:</p> <p>(a) Chief Executive's Instructions;</p> <p>(b) business plans;</p> <p>(c) employment procedures; and</p> <p>(d) other internal material.</p>		
<p><b>P3.2</b> The documents referred to in <b>subclause P3.1</b> (and any policies or employment procedures referred to in this Agreement) do not form part of this Agreement. Departmental employment procedures, however described, are subordinate to this Agreement to the extent that they deal with terms and conditions of employment expressly set out in this Agreement.</p>	<p>8.1 Although various employment policies and guidelines are referred to within this agreement and support the operation of the enterprise agreement, it is not the intention that the policies and guidelines form part of the enterprise agreement and if there is any conflict between the policies or guidelines and the agreement, the express terms of the agreement prevail over the policies or guidelines to the extent of any inconsistencies.</p>	<p>5.1 Any policies or employment procedures referred to in this Agreement do not form part of this Agreement. Department employment procedures, however described, are subordinate to this Agreement to the extent that they deal with terms and conditions of employment expressly set out in this Agreement.</p>
<p><b>P3.3</b> Actions and decisions of managers and supervisors regarding employees will, where relevant, be taken in accordance with the terms of the documents described in <b>clause P4.1</b>.</p>		
<p><b>F5 INDIVIDUAL FLEXIBILITY ARRANGEMENTS</b></p>	<p>12 INDIVIDUAL FLEXIBILITY ARRANGEMENT</p>	<p><b>6. INDIVIDUAL FLEXIBILITY ARRANGEMENTS</b></p>
<p><b>F5.1</b> An employee's pay, benefits and conditions may be varied to supplement at any time by the making of an individual flexibility arrangement between the employee and the Department.</p> <p><b>F5.2</b> Individual flexibility arrangements may be used to vary the effect of the following matters:</p> <p>(a) arrangement about when work is performed;</p> <p>(b) overtime rates;</p> <p>(c) allowances;</p> <p>(d) overseas postings allowances and conditions;</p> <p>(e) remuneration; and/or</p> <p>(f) leave.</p> <p><b>F5.3</b> The flexibility arrangement must be genuinely agreed to by the Department and the relevant employee.</p>	<p>12.1 The Secretary and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:</p> <ul style="list-style-type: none"> <li>• the arrangement deals with 1 or more of the following matters:</li> <li>• arrangements about when work is performed;</li> <li>• overtime rates;</li> <li>• penalty rates;</li> <li>• allowances;</li> <li>• remuneration; and/or</li> <li>• leave; and</li> <li>• the arrangement meets the genuine needs of the Department and employee in relation to 1 or more of the matters mentioned in paragraph 12.1; and</li> <li>• the arrangement is genuinely agreed to by the Secretary and employee.</li> </ul>	<p>6.1 The Secretary may agree to make an individual flexibility arrangement with an employee to vary the effect of terms of this Agreement relating to:</p> <ul style="list-style-type: none"> <li>a. arrangements about when work is performed;</li> <li>b. overtime rates;</li> <li>c. penalty rates for shiftworkers;</li> <li>d. allowances;</li> <li>e. overseas postings, allowances and conditions;</li> <li>f. remuneration; and/or</li> <li>g. leave</li> </ul> <p>where the arrangement meets an employee's genuine needs and those of the Department.</p>

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<p><b>F5.5</b> The Department will ensure that the terms of the individual flexibility arrangement:</p> <p>(a) are about permitted matters under section 172 of the FW Act; and</p> <p>(b) are not unlawful terms under section 194 of the FW Act; and</p> <p>(c) result in the employee being better off overall than the employee would be if no arrangement was made.</p> <p><b>F5.6</b> The Department will ensure that the individual flexibility arrangement:</p> <p>(a) is in writing; and</p> <p>(b) includes the name of the Department and employee; and</p> <p>(c) is signed by the Department and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and</p> <p>(d) includes details of:</p> <p>(i) the terms of the enterprise agreement that will be varied by the arrangement;</p> <p>and</p> <p>(ii) how the arrangement will vary the effect of the terms; and</p> <p>(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and</p> <p>(e) states the day on which the arrangement commences; and</p> <p>(f) states the role and responsibilities relevant to the flexibility arrangement.</p>	<p>12.2 The Secretary must ensure that the terms of the individual flexibility arrangement:</p> <ul style="list-style-type: none"> <li>• are about permitted matters under section 172 of the <i>Fair Work Act 2009</i>;</li> <li>and</li> <li>• are not unlawful terms under section 194 of the <i>Fair Work Act 2009</i>;</li> <li>and</li> <li>• result in the employee being better off overall than the employee would be if no arrangement was made.</li> </ul> <p>12.3 The Secretary must ensure that the individual flexibility arrangement:</p> <ul style="list-style-type: none"> <li>• is in writing; and</li> <li>• includes the name of the employer and employee; and</li> <li>• 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</li> </ul> <p>includes details of:</p> <ul style="list-style-type: none"> <li>• the terms of the enterprise agreement that will be varied by the arrangement; and</li> <li>• how the arrangement will vary the effect of the terms; and</li> <li>• 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</li> <li>• states the day on which the arrangement commences and, where applicable, when the arrangement ceases.</li> </ul>	<p>6.2 The Secretary must ensure that a flexibility arrangement agreed to under this subsection 6 :</p> <p>a. is about permitted matters under section 172 of the FW Act;</p> <p>b. does not include unlawful terms under section 194 of FW Act;</p> <p>c. results in the employee being better off overall than if no arrangement was agreed to;</p> <p>d. is in writing;</p> <p>e. is signed by both the employee and the Secretary, and, if the employee is under 18, is signed by a parent or guardian;</p> <p>f. is able to be terminated by either the employee or the Secretary giving not more than 28 days' written notice, or at any time by agreement between the employee and the Secretary in writing; and</p> <p>g. is given to the employee within 14 days after it is agreed to.</p> <p>A flexibility arrangement must be genuinely agreed between an employee and the Secretary.</p>
<p><b>F5.4</b> The Department will provide the DCC with a report annually of the total numbers of employees who have received supplementation under this <b>clause F5</b> and the categories of that supplementation.</p>	<p>13 REPORTING REQUIREMENTS</p> <p>13.1 The Secretary will report on the use of these arrangements on a regular basis to the Regional Australia Departmental Consultative Committee (RADCC). That information will be reported as aggregated data to protect employees' privacy:</p> <ul style="list-style-type: none"> <li>• The number of flexibility agreements per classification level (quarterly);</li> <li>• The reasons (or purpose) for the use of the flexibility agreements (quarterly);</li> <li>• The number of double pay point advancements (annually); and</li> <li>• The number of performance payments made at the superior level or above (annually).</li> </ul>	
<p><b>F5.7</b> The Department must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.</p>	<p>12.4 The Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.</p>	

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<p><b>F5.8</b> The Department or employee may terminate the individual flexibility arrangement:</p> <p>(a) by giving 28 days written notice to the other party to the arrangement; or</p> <p>(b) if the Department and employee agree in writing — at any time.</p>	<p>12.5 The Secretary or employee may terminate the individual flexibility arrangement:</p> <ul style="list-style-type: none"> <li>• by giving no more than 28 days written notice to the other party to the arrangement; or</li> <li>• if the Secretary and employee agree in writing at any time.</li> </ul>	
<p><b>SECTION E REVIEW OF DECISIONS AND PREVENTING AND SETTLING DISPUTES</b></p>	<p>20 RESOLUTION OF INDIVIDUAL GRIEVANCES 17 CONSULTATION</p>	<p><b>CONSULTATION AND DISPUTE RESOLUTION</b></p>
<p><b>C2 CONSULTATIVE MECHANISMS</b></p>	<p><b>17.1 Consultation on major changes</b></p>	<p><b>7. CONSULTATION</b></p>
<p><b>C2.1</b> The Department may change in its composition, structure and operation during the life of this Agreement. If a change occurs for reasons arising from (but not limited to) Machinery of Government changes, changes in functional responsibilities or Departmental resourcing, changes in the Administrative Arrangements Order, or changes in technology, the Department will consult with affected employees and, where they choose, their representatives prior to implementing the change.</p>	<p>17.1.1 This term applies if:</p> <p>(a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and</p> <p>(b) the change is likely to have a significant effect on employees of the enterprise.</p>	<p>7.1 Subsection 7 applies if the Department:</p> <ul style="list-style-type: none"> <li>a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to the Department that is likely to have a significant effect on the employees; or</li> <li>b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.</li> </ul>
	<p>17.1.2 The employer must notify the relevant employees of the decision to introduce the major change.</p>	<p>7.2 For a major change referred to in subclause 7.1a:</p> <ul style="list-style-type: none"> <li>a. the Department will notify the relevant employees of the decision to introduce the major change; and</li> <li>b. clauses 7.3 to 7.9 apply.</li> </ul>
	<p>17.1.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.</p> <p>17.1.4 If:</p> <p>(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and</p> <p>(b) the employee or employees advise the employer of the identity of the representative;</p> <p>the employer must recognise the representative.</p>	<p>7.3 The relevant employees may appoint a representative for the purposes of the procedures in clauses 7.3 to 7.7 if:</p> <ul style="list-style-type: none"> <li>a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and</li> <li>b. the employee or employees advise the Department of the identity of the representative;</li> </ul> <p>7.4 The Department will recognise a representative under clause 7.3.</p>

DIT	DRALGAS	Dept proposal
	<p>17.1.5 As soon as practicable after making its decision, the employer must:</p> <p>(a) discuss with the relevant employees:</p> <ul style="list-style-type: none"> <li>(i) the introduction of the change; and</li> <li>(ii) the effect the change is likely to have on the employees; and</li> <li>(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and</li> </ul> <p>(b) for the purposes of the discussion — provide, in writing, to the relevant employees:</p> <ul style="list-style-type: none"> <li>(i) all relevant information about the change including the nature of the change proposed; and</li> <li>(ii) information about the expected effects of the change on the employees; and</li> <li>(iii) any other matters likely to affect the employees.</li> </ul>	<p>7.5 As soon as practicable after making its decision, the Department will:</p> <p>a. discuss with the relevant employees:</p> <ul style="list-style-type: none"> <li>i. the introduction of the change; and</li> <li>ii. the effect the change is likely to have on the employees; and</li> <li>iii. measures the Department is taking to avert or mitigate the adverse effect of the change on the employees; and</li> </ul> <p>b. for the purposes of the discussion—provide, in writing, to the relevant employees:</p> <ul style="list-style-type: none"> <li>i. all relevant information about the change including the nature of the change proposed; and</li> <li>ii. information about the expected effects of the change on the employees; and</li> <li>iii. any other matters likely to affect the employees.</li> </ul>
	<p>17.1.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.</p>	<p>7.6 The Department is not required to disclose confidential or commercially sensitive information to the relevant employees.</p>
	<p>17.1.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.</p>	<p>7.7 The Department will give prompt and genuine consideration to matters raised about the major change by the relevant employees.</p>
	<p>17.1.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.</p>	<p>7.8 If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Department, the requirements set out in subclause 7.2a and clauses 7.3 and 7.5 are taken not to apply.</p>
	<p>17.1.9 In this term, a major change is <i>likely to have a significant effect on employees</i> if it results in:</p> <ul style="list-style-type: none"> <li>(a) the termination of the employment of employees; or</li> <li>(b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or</li> <li>(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or</li> <li>(d) the alteration of hours of work; or</li> <li>(e) the need to retrain employees; or</li> <li>(f) the need to relocate employees to another workplace; or</li> <li>(g) the restructuring of jobs.</li> </ul>	<p>7.9 In this clause, a major change is likely to have a significant effect on employees if it results in:</p> <ul style="list-style-type: none"> <li>a. the termination of the employment of employees; or</li> <li>b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or</li> <li>c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or</li> <li>d. the alteration of hours of work; or</li> <li>e. the need to retrain employees; or</li> <li>f. the need to relocate employees to another workplace; or</li> <li>g. the restructuring of jobs.</li> </ul>

DIT	DRALGAS	Dept proposal
<p><b>M12 CONSULTATION</b></p> <p><b>M12.1</b>The Department may review shift start and end times in consultation with TSCC employees.</p> <p><b>M12.2</b>The Department may conduct an annual review of ASA or ASA loadings in consultation with TSCC employees.</p> <p><b>M13 REVIEW OF SHIFT WORK ARRANGEMENTS</b></p> <p><b>M13.1</b> Coordination Centre employees may nominate two shift workers to represent them in any Departmental consultative forum for the purpose of seeking a review of the shift work arrangements, and those persons may take reasonable time off in lieu of the person's participation.</p> <p><b>M13.2</b> The Department may conduct an annual review of shift work arrangements, including the payment of ASA or penalty rates to rostered shift workers in the TSCC.</p> <p><b>M13.3</b> In the event that the Department introduces an alternate standard shift to a 12 hours and 15 minute shift (paid as 11 hours and 45 minutes) for rostered shift workers, the Department will consult with affected employees, to the extent practicable, as soon as possible to determine arrangements to minimise the potential impact and disruption to employees of an alternate standard shift arrangement.</p>		<p>7.10 For a change referred to in subclause 7.1b, the Department will notify the relevant employees of the proposed change and clauses 7.11 to 7.15 apply.</p> <p>7.11 The relevant employees may appoint a representative for the purposes of the procedures in clauses 7.13 to 7.15 if:</p> <ul style="list-style-type: none"> <li>a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and</li> <li>b. the employee or employees advise the employer of the identity of the representative.</li> </ul> <p>7.12 The Department will recognise a representative under clause 7.11.</p> <p>7.13 As soon as practicable after proposing to introduce the change, the Department will:</p> <ul style="list-style-type: none"> <li>a. discuss with the relevant employees the introduction of the change; and</li> <li>b. for the purposes of the discussion—provide to the relevant employees: <ul style="list-style-type: none"> <li>i. all relevant information about the change, including the nature of the change; and</li> <li>ii. information about what the employer reasonably believes will be the effects of the change on the employees; and</li> <li>iii. information about any other matters that the Department reasonably believes are likely to affect the employees; and</li> </ul> </li> <li>c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).</li> </ul> <p>7.14 However, the Department is not required to disclose confidential or commercially sensitive information to the relevant employees.</p> <p>7.15 The Department will give prompt and genuine consideration to matters raised about the change by the relevant employees.</p>
	<p>17.1.10 In this term, <i>relevant employees</i> mean the employees who may be affected by the major change.</p>	<p>7.16 In this subsection 7, relevant employees means the employees who may be affected by a change referred to in clause 7.1.</p>

DIT	DRALGAS	Dept proposal
<p><b>Departmental Consultative Committee (DCC)</b></p> <p><b>C2.2</b> The Department commits to appropriate consultation with the parties covered by this Agreement as a basis for the Agreement's effective implementation.</p> <p><b>C2.3</b> The Department will, in consultation with employees, develop a series of indicators to measure whether the Agreement's objectives are being achieved.</p> <p><b>C2.4</b> The key mechanisms used within the Department for consultation are:</p> <p>(a) the Departmental Consultative Committee; (b) organisational unit consultative arrangements; and (c) direct discussion with employees.</p> <p><b>C2.5</b> The DCC comprises:</p> <p>(a) a Chair nominated by the Secretary; (b) three representatives nominated by the Secretary; (c) a representative from each organisational unit (currently referred to as a Division) elected by a majority vote of employees to whom this Agreement applies within each such organisational unit; (d) one representative from a regional office of the Department elected by a majority vote of regional employees to whom this Agreement applies; (e) one organiser from each of the CPSU and the MEAA; and (f) three representatives (who are employees of the Department) from each of the CPSU and the MEAA.</p> <p><b>C2.6</b> The DCC may make recommendations to the Secretary on workplace issues relating to the implementation of this Agreement, including through the development of a mechanism to monitor this Agreement.</p> <p><b>C2.7</b> The DCC will meet quarterly unless otherwise agreed. The DCC may constitute a sub- committee at any time to consider a particular matter, and the sub-committee will report back to the DCC following such consideration.</p> <p><b>C2.8</b> The DCC may consider any proposals from employees for improving the workplace through communication, consultation and cooperation.</p> <p><b>C2.9</b> The DCC will be consulted on:</p> <p>(a) all proposals to alter existing guidelines, however described; and (b) all proposals to introduce new guidelines, however described, on matters expressly identified in this Agreement.</p> <p><b>C2.10</b> The DCC will be consulted on proposals which affect employees' entitlements and are not covered by <b>subclause C2.9</b>, but only to the extent that such proposals adversely affect employees' entitlements.</p>	<p>18 GENERAL STAFF CONSULTATION</p> <p>18.1.1 These provisions are intended to operate in addition to and are not intended to impact on the operation of the consultation provisions set out in clause 17.1 of this agreement.</p> <p>18.1.2 The Department commits to appropriate consultation with the persons and organisations covered by this agreement as a basis for the agreement's effective implementation. The Department is committed to consulting with employees.</p> <p>18.1.3 For the purposes of clause 18 consultation means providing affected employees and, where they choose, their representatives with timely access to relevant information and a genuine opportunity to influence the decision maker and contribute to the decision making process before the final decision is made.</p> <p>18.1.4 The Department will consult with employees and the RADCC in regard to major accommodation changes and work level standards.</p> <p>18.1.5 The key mechanisms used within the Department for consultation are:</p> <ul style="list-style-type: none"> <li>• the RADCC;</li> <li>• regular all staff meetings; and</li> <li>• direct discussions with staff.</li> </ul> <p>18.1.6 The RADCC currently comprises management representatives appointed by the Secretary, elected employee representatives and representatives nominated by the union. The RADCC on commencement of this agreement comprises of:</p> <ul style="list-style-type: none"> <li>• 1 Chair (management) appointed by Secretary</li> <li>• 1 Deputy Chair (management) appointed by Secretary</li> <li>• 1 employee representative from each division (5)</li> <li>• 1 employee representative from the RA regional offices</li> <li>• 1 employee representative from Territories Perth and IOT</li> <li>• 1 employee representative from the National Disaster Recovery Taskforce</li> <li>• 1 CPSU representative (official)</li> <li>• 1 CPSU delegate</li> <li>• 1 MEAA representative (official)</li> </ul> <p>18.1.7 The RADCC will be consulted on the development or review of the policies and guidelines relating to matters covered by this agreement. The composition of the RADCC will remain representational of the Department at all times.</p>	<p>7.17 The Secretary will establish a Departmental Consultative Committee.</p> <p>7.18 The Department's employment procedure sets out arrangements for consultation, including departmental consultative committees.</p>

DIT	DRALGAS	Dept proposal
<p><b>C2.11</b> The DCC will consider the impact of any legislative change affecting the employment conditions of Departmental employees that occurs during the life of this Agreement, and action (if any) arising from it.</p> <p><b>C2.12</b> The DCC will regularly review work practices on the basis that all parties covered by this Agreement:</p> <p>(a) recognise the importance of a productive workplace;</p> <p>(b) commit to ongoing discussion with employees and their representatives to identify and implement productivity measures during the life of the agreement; and</p> <p>(c) commit to share productivity generated between employees, the community and Government.</p> <p><b>C2.13</b> Membership of the DCC will be reviewed after 12 months to determine if the representation is appropriate to the structure of the Department and the location of its employees.</p> <p><b>C2.14</b> Nothing in this <b>clause C2</b> prevents the Department and its employees from discussing a matter, including a matter relating to the application of this Agreement, outside of the DCC.</p> <p><b>C3 CONSULTATION - ORGANISATIONAL UNIT</b></p> <p><b>C3.1</b> Each organisational unit (currently referred to as a Division) will have arrangements for consultation with employees in relation to organisational unit matters.</p>		
		<p>7.19 Prior to any employment procedures being amended or introduced, the Department will make the employment procedure available on the intranet for comment and feedback for a period of two weeks. The Department will consider any comments or feedback received in relation to the employment procedure prior to finalising the employment procedure.</p>
<p><b>E1 REVIEW OF DECISIONS AFFECTING INDIVIDUALS</b></p>		
<p><b>E1.1</b> Where an employee has a grievance about an action relating to their employment, in order to resolve the issues at the lowest possible level, it would be preferable for the employee to discuss the grievance with the employee's supervisor in the first instance. Where a grievance is not resolved after that discussion, the grievance may be referred to more senior levels of management and the employee, or their chosen representative, for resolution.</p> <p><b>E1.2</b> Nothing in this Agreement alters the employee's rights and remedies available under the PS Act and Public Service Regulations, commencing with the procedures set out in the Department's employment procedures.</p> <p><b>E1.3</b> The employee may choose to use an employee representative at any stage of the process.</p>	<p>20.1 Under section 33 of the <i>Public Service Act 1999</i> an employee may seek a review of a decisions or actions that affect his or her individual employment.</p>	

DIT	DRALGAS	Dept proposal
<p><b>E1.4</b> Nothing in this <b>clause E1</b> prevents an employee from: (a) using the Employee Assistance Program; or (b) subject to the limits and other provisions set out in <b>clause E3</b> including the limitation that the grievance be a dispute about the application, interpretation or implementation of this Agreement, using the processes set out in that clause.</p>		
<p><b>E3</b> <b>DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURE</b> Scope, representation and approach</p>	<p><b>19</b> <b>DISPUTE RESOLUTION PROCEDURES</b></p>	<p><b>8.</b> <b>DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURE</b></p>
<p><b>E3.1</b> This <b>clause E3</b> sets out how any dispute about the application, interpretation or implementation of this Agreement will be dealt with.</p>	<p>19.1 If a dispute relates to a matter arising under the agreement or the NES this term sets out procedures to settle the dispute.</p>	<p>8</p>
<p><b>E3.2</b> If a dispute relates to a matter under this agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.</p>	<p>19.3 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.</p>	<p>8.1 If a dispute relates to a matter under this agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor.</p>
<p><b>E3.3</b> If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause E3.2, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.</p>		<p>8.2 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 0, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.</p>
<p><b>E3.4</b> If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with E3.2 and E3.3, a party to the dispute may refer the matter to Fair Work Australia.</p>		<p>8.3 If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 0 and 8.2, a party to the dispute may refer the matter to the Fair Work Commission.</p>

DIT	DRALGAS	Dept proposal
<p><b>E3.5</b> Fair Work Australia may deal with the dispute in 2 stages:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then: <ul style="list-style-type: none"> <li>- arbitrate the dispute; and</li> <li>- make a determination that is binding on the parties</li> </ul> </li> </ul> <p><i>Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purposes of Div 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.</i></p>	<p>19.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.</p> <p>19.5 Fair Work Australia may deal with the dispute in 2 stages:</p> <p>(a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and</p> <p>(b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:</p> <p>(i) arbitrate the dispute; and</p> <p>(ii) make a determination that is binding on the parties.</p> <p><i>Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.</i></p> <p>A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.</p>	<p>8.4 The Fair Work Commission may deal with the dispute in two stages:</p> <p>a. The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and</p> <p>b. If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:</p> <p>i. arbitrate the dispute; and</p> <p>ii. make a determination that is binding on the parties</p> <p><i>Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purposes of Div 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.</i></p>
<p><b>E3.6</b> The Department or an employee who is party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purpose of this term.</p>	<p>19.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.</p>	<p>8.5 The Department or an employee who is party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purpose of this subsection <b>Error! Reference source not found..</b></p>
<p><b>E3.8</b> While the parties are trying to resolve the dispute using the procedures in this term;</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• An employee must comply with a direction given by the Secretary to perform other available work at the same workplace, or another workplace unless:</li> </ul> <ul style="list-style-type: none"> <li>- the work is not safe; or</li> <li>- applicable occupational health and safety legislation would not permit the work to be performed; or</li> <li>- the work is not appropriate for the employee to perform; or</li> <li>- there are other reasonable grounds for the employee to refuse to comply with the direction.</li> </ul>	<p>19.6 While the parties are trying to resolve the dispute using the procedures in this term:</p> <p>(a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and</p> <p>(b) 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:</p> <p>(i) the work is not safe; or</p> <p>(ii) applicable occupational health and safety legislation would not permit the work to be performed; or</p> <p>(iii) the work is not appropriate for the employee to perform; or</p> <p>(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.</p>	<p>8.6 While the parties are trying to resolve the dispute using the procedures in this subsection an employee must;</p> <p>a. 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</p> <p>b. comply with a direction given by the Secretary to perform other available work at the same workplace, or another workplace unless:</p> <p>i. the work is not safe; or</p> <p>ii. applicable work health and safety legislation would not permit the work to be performed; or</p> <p>iii. the work is not appropriate for the employee to perform; or</p> <p>iv. there are other reasonable grounds for the employee to refuse to comply with the direction.</p>
<p><b>E3.9</b> The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.</p>	<p>19.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.</p>	<p>8.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this subsection.</p>

DIT	DRALGAS	Dept proposal
<p><b>E3.7</b> Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the Fair Work Act 2009.</p>		
<p><b>E2</b>            <b>TERMINATION OF EMPLOYMENT</b></p>	<p><b>23 TERMINATION OF EMPLOYMENT</b></p>	<p><b>9. TERMINATION OF EMPLOYMENT</b></p>
<p><b>E2.1</b> The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:</p> <p>(a) Division 2 of Part 6-4 of the FW Act;</p> <p>(b) other Commonwealth laws (including the Constitution); and</p> <p>(c) at common law.</p>		<p>9.1        The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:</p> <p>          a. Part 3-1, Part 3-2 and Division 2 of Part 6-4 of the <i>Fair Work Act 2009</i>;</p> <p>          b. other Commonwealth laws (including the Constitution); and</p> <p>          c. at common law.</p>
<p><b>E2.2</b> Termination of, or a decision to terminate employment, cannot be reviewed under the Review of Decisions Affecting Individuals procedures or the Dispute Avoidance and Settlement procedures set out in <b>clauses E1</b> and <b>E3</b> respectively of this Agreement.</p>		<p>9.2        Termination of, or a decision to terminate employment, cannot be reviewed under the Dispute Avoidance and Settlement Procedure set out in 8 respectively of this Agreement.</p>
<p><b>E2.3</b> Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123(1) of the FW Act, subject to compliance with the procedures established by the Secretary for determining whether the employee has breached the APS Code of Conduct under section 15 of the PS Act.</p>	<p><b>23.2 Termination of employment by the Department</b></p> <p>Nothing in this agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in-lieu, in accordance with sub-section 123 (1) (b) of the <i>Fair Work Act 2009</i>, subject to the compliance with the procedures established by the Secretary for determining whether an employee has breached the APS code of conduct under section 15 of the <i>Public Service Act 1999</i>.</p>	
	<p><b>23.1 Termination by employee</b></p> <p>23.1.1 An employee may terminate his or her employment at any time by giving a minimum of two week's notice in writing to his or her supervisor.</p>	
<p><b>SECTION F SALARY &amp; CLASSIFICATION</b></p>	<p><b>9 CLASSIFICATION AND REMUNERATION</b></p>	<p><b>SALARY AND CLASSIFICATION</b></p>
	<p>Our people are the most important part of our organisation</p>	

DIT	DRALGAS	Dept proposal
	and it is important that the Department provides attractive remuneration for all of its employees. The salary rates and increment advancement structure in this agreement are designed to encourage staff retention and reward staff performance, while also supporting the concepts of one APS and employee mobility across the APS.	
<b>F1 CLASSIFICATION STRUCTURE</b> <b>F1.1</b> The Department's classification structure below the SES will continue. It consists of the classifications specified in Column 1 of Table D at <b>Section N</b> .		<b>10. CLASSIFICATION STRUCTURE</b> 10.1 The Department's non-SES classification structure is set out in <a href="#">[Schedule A]</a> .
<b>F2 INCREASES</b> <b>F2.1</b> The Department and its employees, in agreeing to the terms and conditions of this Agreement for its duration, confirm they will pursue productivity gains, flexible work practices, and continuous improvement, and agree that employees will receive the salary increases specified at <b>Section N</b> .	<b>9.1 General salary increases</b> 9.1.1 In recognition of productivity improvements arising under this agreement, salaries payable to employees of the Department whose employment is subject to this agreement are increased by 3 per cent upon commencement of the agreement. Employees will be eligible for an increase of 3 per cent from 1 July 2012 and a further increase of 3 per cent from 1 July 2013.	<b>11. SALARY INCREASES</b> 11.1 Unless otherwise specified in <a href="#">[Schedule B]</a> or clause 12, employees will receive the following salary increases during the life of this Agreement: a. 3% of salary on commencement; b. 2% of salary on the first anniversary of the Agreement; and c. 1% of salary on the second anniversary of the Agreement.
<b>F3 EMPLOYEES ON NON-STANDARD SALARY RATES</b> <b>F3.1</b> Employees in receipt of a salary rate not listed in Section N will remain on that rate until it reaches the relevant equivalent salary point for the employee's classification as a result of the salary increases applying under this Agreement.		<b>12. EMPLOYEES ON NON-STANDARD SALARY RATES</b> 12.1 Unless otherwise specified in <a href="#">[Schedule B]</a> employees in receipt of a salary rate not listed in <a href="#">[Schedule A]</a> will remain on that rate until it reaches the relevant equivalent salary point for the employee's classification. During this time they will not receive the salary increases set out in clause 11.1. 12.2 Once an employee's non-standard salary rate reaches the relevant equivalent salary point for the employee's classification, they will transition to the corresponding pay point or next highest pay point applying to the employee's classification set out in table 1 of <a href="#">[Schedule A]</a> .
		<b>13. TRANSITIONAL PROVISIONS – LEGAL AND PUBLIC AFFAIRS</b> 13.1 <a href="#">[Schedule B]</a> contains transitional salary provisions applying to employees who, immediately prior to the commencement of this Agreement, were engaged in a Legal or Public Affairs classification.
	<b>9.3 Transitional arrangements</b> 9.3.1 Employee movement onto the Department's new salary structure will be consistent with the transitional arrangements included at Schedule B.  Schedule B – transitional arrangements  All employees covered by the agreement will receive a 3 per cent salary increase upon commencement of the agreement	<b>14. TRANSITIONAL PROVISIONS – FORMER DRALGAS EMPLOYEES</b> 14.1 <a href="#">[Schedule B]</a> contains transitional salary provisions applying to employees who, prior 1 June 2015 had their terms and conditions set by operation of the <i>Determination under subsection 24(3) - Non-SES employees moved between APS agencies to give effect to the Administrative Arrangement Orders made by the Governor-General in Council on 18 September 2013 (as amended) (Determination)</i> .
<b>F4 PAYMENT OF SALARY</b>		<b>15. PAYMENT OF SALARY</b>

DIT	DRALGAS	Dept proposal
<p><b>F4.1</b> Employees will be paid fortnightly in arrears based on the following formula:</p> <p>Fortnightly pay = Annual Salary X <math>\frac{12}{313}</math></p>		<p>15.1 Employees will be paid fortnightly in arrears based on the following formula:</p> <p><b><i>Fortnightly pay = Annual Salary X 12/313</i></b></p>
<p><b>F4.2</b> Each employee will be paid his or her fortnightly pay by electronic funds transfer into the financial institution account nominated by the employee.</p>		<p>15.2 Each employee will be paid his or her fortnightly pay by electronic funds transfer into the financial institution account nominated by the employee.</p>
<p><b>F4.3</b> An employee may be paid salary in advance if the Secretary approves prepayment on the basis of the employee's special circumstances.</p>		<p>15.3 The Secretary may approve the prepayment of an employee's salary.</p>
<p><b>F6 SALARY ON ENGAGEMENT AND PROMOTION</b></p>	<p><b>9.5 Salary on engagement, promotion or transfer</b></p>	<p><b>16. SALARY ON ENGAGEMENT AND PROMOTION</b></p>
<p><b>F6.1</b> Subject to the following clauses, if an employee is engaged or promoted to a classification within the Department, salary will be payable at the minimum point in the salary range that they have been employed at.</p>	<p>9.5.1 A person who is new to the APS or an existing APS employee who is promoted to a job in the Department will be paid at the minimum classification unless the Secretary approves payment of a higher salary based on experience, qualifications and skills.</p>	<p>16.1 Subject to the following clauses, if an employee is engaged or promoted to a classification within the Department, salary will be payable at the minimum point in the salary range that they have been employed at.</p>
<p><b>F6.2</b> The Secretary may authorise payment of salary above the minimum point in the salary range after considering the employee's experience (including any previous periods of ARA at or above that level), qualifications, skills, and any other relevant factor.</p>		<p>16.2 The Secretary may authorise payment of salary above the minimum point in the salary range after considering the employee's experience (including any previous periods of HDA at or above that level), qualifications, skills, and any other relevant factor</p>
<p><b>F7 SALARY ON MOVEMENT FROM ANOTHER APS AGENCY</b></p>		<p><b>17. SALARY ON MOVEMENT FROM ANOTHER APS AGENCY</b></p>

DIT	DRALGAS	Dept proposal
<p><b>F7.1</b> If an employee transfers to the Department from another APS agency, the Secretary will determine a rate of salary applying to the new job in light of the rate of salary the employee previously received.</p> <p><b>F7.2</b> There will be no reduction in salary for a transferring employee, consistent with the relevant provisions of the PS Act and the FW Act.</p>	<p>9.5.2 Unless the Secretary determines otherwise, an existing APS employee moving to the Department at the same classification level whose current salary exceeds the maximum pay point for that classification will be maintained on that salary until it is absorbed by pay increases at the relevant classification level at which time the employee will move to the next pay point immediately above their current salary, subject to a satisfactory or better performance rating.</p> <p>9.5.3 Unless the Secretary determines otherwise, an existing APS employee moving to the Department at the same classification level whose current salary level does not match a pay point for that classification will be paid at the next highest pay point for that particular classification.</p> <p>9.5.4 Where an EL1.6 or EL1.7 employee is promoted to the EL2 level, the Secretary may determine to commence the internally promoted employee at the EL2.2 pay point.</p>	<p>17.1 If an employee transfers to the Department from another APS agency, the Secretary will determine the rate of salary applying to the employee.</p>
<p><b>F8 SALARY ON REDUCTION</b></p>	<p><b>9.6 Salary on reduction</b></p>	<p><b>18. SALARY ON REDUCTION</b></p>
<p><b>F8.1</b> If an employee requests, in writing, a temporary reassignment of duties at a lower classification level, the Secretary may determine in writing that the employee will be paid a rate of salary applicable to the lower level for the period specified in the request.</p>	<p>9.6.1 If an employee requests, in writing, a temporary reassignment of duties at a lower classification level, the Secretary may determine that the employee will be paid at a rate of salary applicable to the lower level for the period specified in the request.</p>	<p>18.1 If an employee requests, in writing, and the Secretary agrees, a temporary reassignment of duties at a lower classification level, the Secretary may determine in writing the rate of salary applicable to the lower level that the employee will be paid.</p>
<p><b>F8.2</b> If an employee is reduced to a lower classification, the Secretary will determine the employee's salary point on the basis of the lower classification.</p>	<p>9.6.2 If an employee is reduced to a lower classification, the Secretary will determine the employee's salary point on the basis of the lower classification.</p>	
<p><b>F9 EMPLOYEES PERFORMING IRREGULAR DUTIES</b></p>	<p><b>15.8 Irregular or intermittent (casual) employment</b></p>	<p><b>19. EMPLOYEES PERFORMING IRREGULAR OR INTERMITTENT DUTIES</b></p>
<p><b>F9.1</b> A non-ongoing employee engaged to perform irregular or intermittent duties under s. 22(2)(c) of the PS Act will receive a salary loading of 20% in lieu of Public Holidays, Annual and paid Personal Circumstances Leave.</p>	<p>15.8.1 If an employee is engaged for duties that are irregular or intermittent, the employee is to receive a 20 per cent loading in lieu of paid leave and public holidays with the exception of long service leave and public holidays worked. Irregular or intermittent employees will also have access to personal/carer's leave and compassionate/bereavement leave on an unpaid basis.</p>	<p>19.1 A non-ongoing employee engaged to perform irregular or intermittent duties under subsection 22(2)(c) of the PS Act will receive a salary loading of 20% in lieu of Public Holidays on which the employee is not rostered to work, paid Annual Leave and paid Personal Circumstances Leave.</p>
<p><b>F10 JUNIOR RATES</b></p>		<p><b>20. JUNIOR RATES</b></p>

DIT	DRALGAS	Dept proposal
<p><b>F10.1</b> Junior rates of pay as a percentage of the APS Level 1.1 equivalent adult rate of pay will apply as follows:</p> <p>Under 18 years      60% At 18 years            70% At 19 years            81% At 20 years            91%</p>		<p>20.1 Junior rates of pay as a percentage of the APS Level 1.1 equivalent adult rate of pay will apply as follows:</p> <p>Under 18 years      60% At 18 years            70% At 19 years            81% At 20 years            91%</p>
<p><b>F11</b>      <b>TRAINEE APS (ADMINISTRATIVE) EMPLOYEES</b></p>		<p><b>21. TRAINEE APS (ADMINISTRATIVE) EMPLOYEES</b></p>
<p><b>F11.1</b> Trainee APS (Administrative) employees will be paid in accordance with the weekly wage rate set out in Section N for the duration of their training.</p>		<p>21.1 Employees engaged as Trainee APS (Administrative) employees will have a commencement salary at the minimum salary point applying to the APS 1 classification under this Agreement, unless otherwise determined by the Secretary.</p>
<p><b>F11.2</b> Trainee APS (Administrative) employees will undertake a course of training as determined by the Secretary.</p>		<p>21.2 Trainee APS (Administrative) employees will undertake a course of training as determined by the Secretary.</p>
<p><b>F11.3</b> On successfully completing their training, Trainee APS (Administrative) employees will progress to the minimum salary point applying to APS Level 1.1 and will be assigned to this APS classification or such other classification which is in accordance with the <i>Public Service Classification Rules 2000</i> (as amended from time to time).</p>		<p>21.3 On successfully completing their training, Trainee APS (Administrative) employees will progress to the maximum salary point applying to the APS Level 1 classification and will be assigned to this APS classification or such other classification which is in accordance with the Public Service Classification Rules 2000.</p>
<p><b>F12</b>      <b>TRAINEESHIPS APS (TECHNICAL) EMPLOYEES</b></p>		<p><b>22. TRAINEE APS (TECHNICAL) EMPLOYEES</b></p>
<p><b>F12.1</b> Trainee APS (Technical) employees will be paid in accordance with the weekly wage rate set out in Section N for the duration of their training.</p>		<p>22.1 Trainee APS (Technical) employees have a commencement salary at the minimum salary point applying to the APS 2 classification under this Agreement, unless otherwise determined by the Secretary.</p>
<p><b>F12.2</b> Trainee APS (Technical) employees will undertake a course of training as determined by the Secretary.</p>		<p>22.2 Trainee APS (Technical) employees will undertake a course of training as determined by the Secretary.</p>
<p><b>F12.3</b> On successfully completing their training, Trainee APS (Technical) employees will progress to the minimum salary point applying to APS Level 3.1 and will be assigned to this APS classification or such other classification which is in accordance with the <i>Public Service Classification Rules 2000</i> (as amended from time to time).</p>		<p>22.3 On successfully completing their training, Trainee APS (Technical) employees will progress to the minimum salary point applying to APS Level 3 and will be assigned to this APS classification or such other classification which is in accordance with the Public Service Classification Rules 2000.</p>
<p><b>F13</b>      <b>GRADUATE APS EMPLOYEES</b></p>	<p><b>9.8</b>      <b>Graduates</b></p>	<p><b>23. GRADUATE APS EMPLOYEES</b></p>

DIT	DRALGAS	Dept proposal
<p><b>F13.1</b> Graduate APS employees will be paid the salary specified in Section N for the duration of their training. Graduates commence at the base of the APS Level 3 (APS 3.1).</p> <p><b>F13.2</b> Graduate APS employees will undertake a course of training as determined by the Secretary.</p> <p><b>F13.3</b> On successfully completing their training, Graduate APS employees will progress to the minimum salary point within the APS Level 3 / APS Level 5 (Graduate) Broadband subject to effective performance.</p> <p><b>F13.4</b> Prior to being transferred to the general APS classification structure, Graduate APS employees will be assigned an APS Level 5 classification within the graduate broadband in accordance with the <u>Public Service Classification Rules 2000</u> (as amended from time to time).</p>	<p>9.8.1 A graduate employee will be engaged as an ongoing employee at the minimum pay point of the graduate band (APS level 3 – 4). Upon successful completion of the graduate program, a graduate will advance to the maximum pay point of the APS 4 level in the graduate band.</p> <p>The Secretary may decide to move a high performing graduate employee into the APS5 level graduate band.</p> <p>9.8.2 On completion of their training program, graduates' will be assessed for advancement within the Department's graduate broadband.</p> <p>9.8.3 Graduates are not eligible for higher duties allowance during the course of their training program.</p>	<p>23.1 Graduate APS employees will have a commencement salary of an APS 3.1 as specified in [Schedule A] for the duration of their training.</p> <p>23.2 Graduate APS employees will undertake a course of training as determined by the Secretary.</p> <p>23.3 On successfully completing their training, and subject to effective performance, Graduate APS employees will:</p> <ul style="list-style-type: none"> <li>a. be assigned to the APS 3.1 GRAD within the APS 3/APS 5 (Graduate) Broadband;</li> <li>b. advance to APS 5.1 GRAD salary point within the APS Level 3/APS Level 5 (Graduate) Broadband; and</li> <li>c. immediately following that advancement, transfer to the APS 5.1 level in the general APS classification structure in accordance with the <i>Public Service Classification Rules 2000</i> (as amended from time to time).</li> </ul>
<p><b>F14 CADET APS EMPLOYEES</b></p>	<p><b>9.9 Cadet employees</b></p>	<p><b>24. CADET APS EMPLOYEES</b></p>
<p><b>F14.1</b> Subject to the following clause, Cadet APS employees' rates of pay as a percentage of the APS Level 2.1 salary point will apply as follows:</p> <ul style="list-style-type: none"> <li>(a) 100% when undertaking practical training; and</li> <li>(b) 57% when undertaking full-time study.</li> </ul>	<p>9.9.1 A Cadet or Indigenous Australian Cadet will be engaged at the APS 3 classification level. A cadet will receive the normal rate of pay for his or her classification level when attending the Department for practical training and 57 per cent of this rate when in full time study.</p>	<p>24.1 Subject to the following clause, Cadet APS employees' rates of pay as a percentage of the APS Level 2.1 salary point will apply as follows:</p> <ul style="list-style-type: none"> <li>a. 100% when undertaking practical training; and</li> <li>b. 57% when undertaking full-time study.</li> </ul>
<p><b>F14.2</b> Cadet APS employees will undertake a course of training as determined by the Secretary.</p>	<p>9.9.2 Cadets will undertake a course of training as determined by the Secretary.</p>	<p>24.2 Cadet APS employees will undertake a course of training as determined by the Secretary.</p>
<p><b>F14.3</b> The Department will assist Cadet APS employees to purchase compulsory books and any other equipment required for their studies.</p>		<p>24.3 The Department will assist Cadet APS employees to purchase compulsory books and any other equipment required for their studies.</p>
<p><b>F14.4</b> On successfully completing their training, Cadet APS employees will progress to a salary point at or above the minimum salary point applying to APS Level 3 as determined by the Secretary and will be assigned to this APS classification or such other classification which is in accordance with the <u>Public Service Classification Rules 2000</u> (as amended from time to time).</p>	<p>9.9.3 On successful completion of their training, Cadet APS employees will progress to the minimum starting point applying to APS level 4.</p>	<p>24.4 On successfully completing their training, ongoing Cadet APS employees will progress to a salary point at or above the minimum salary point applying to APS Level 3 as determined by the Secretary and will be assigned to this APS classification or such other classification which is in accordance with the <i>Public Service Classification Rules 2000</i>.</p>

DIT	DRALGAS	Dept proposal
		24.5 The Department's employment procedure sets out arrangements for Cadet APS Employees.
<b>F15 INDIGENOUS CADET APS EMPLOYEES</b>		
<p><b>F15.1</b> Indigenous Cadet APS employees will be employed as non-ongoing APS 2 employees at the APS Level 2.1 salary rate when undertaking their practical training with the Department.</p> <p><b>F15.2</b> Subject to the following clause, Indigenous Cadet APS employees' rates of pay as a percentage of the APS Level 2.1 salary point will apply as follows:</p> <p>(a) 100% when undertaking practical training; and</p> <p>(b) 57% when undertaking full-time study.</p>		
		<b>25. BROADBANDING ARRANGEMENTS</b>
		25.1 The Secretary may determine the commencement salary and broadband progression requirements for entry level employees who are engaged through whole of government target programs, for example, targeted traineeships and apprenticeships.
		<b>26. SUPPORTED WAGE SYSTEM</b>
		26.1 Supported salary rates for employees with disability are payable in accordance with [Schedule C].
<b>F16 REMUNERATION PACKAGES</b>	<b>9.7 Flexible remuneration packaging</b>	<b>27. REMUNERATION PACKAGES</b>
<p><b>F16.1</b> Employees have access to flexible remuneration packages, provided that the employee meets any costs incurred by the Department.</p> <p><b>F16.2</b> If an employee opts for flexible remuneration packaging on the basis of 'salary sacrifice', the employee's salary for purposes of superannuation or severance and termination will be determined as if the salary sacrifice arrangements had not taken place.</p>	9.7.1 Employees have access to flexible remuneration packaging (salary sacrifice), provided that the employees meet any costs incurred by the Department. Further guidance is available in the Department's remuneration policy.	<p>27.1 Employees have access to flexible remuneration packages, provided that the employee meets any costs incurred by the Department.</p> <p>27.2 If an employee opts for flexible remuneration packaging on the basis of 'salary sacrifice', the employee's salary for purposes of superannuation or severance and termination will be determined as if the salary sacrifice arrangements had not taken place.</p>
<b>F17 SUPERANNUATION</b>	<b>11 SUPERANNUATION CONTRIBUTIONS</b>	<b>28. SUPERANNUATION</b>
	11.1 The Department will make compulsory employer contributions as required by the applicable legislation and fund requirements.	

DIT	DRALGAS	Dept proposal
<p><b>F17.1</b> For an employee who exercises superannuation choice, the Department will maintain the maximum basic contribution for designated employers as specified in Part 2, Division 2 of the Deed to establish the Public Sector Scheme Accumulation Plan (PSSap) (pursuant to section 10 of the Superannuation Act). For the purpose of this <b>clause F17</b>, an employee is an employee who, if not for the exercise of superannuation choice, would be an ordinary employer sponsored member of the PSSap.</p>	<p>11.2 Where employer contributions are to an accumulation superannuation fund the employer contribution will be 15.4% of the fortnightly superannuation contribution salary. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).</p> <p>Note: At the time of commencement of this agreement the rate of PSSap employer contribution is 15.4 percent.</p>	<p>28.1 For an employee who exercises superannuation choice, the Department will maintain the maximum basic contribution for designated employers as specified in Part 2, Division 2 of the Deed to establish the Public Sector Superannuation accumulation plan (PSSap) (pursuant to section 10 of the Superannuation Act). For the purpose of this section 28, an employee is an employee who, if not for the exercise of superannuation choice, would be an ordinary employer sponsored member of the PSSap.</p>
<p><b>F17.2</b> Where employer contributions are to an accumulation superannuation fund the employer contribution will be 15.4% of the fortnightly superannuation contribution salary (or ordinary time earnings). This will not be reduced by any other contributions made through salary sacrifice arrangements.</p>		<p>28.2 Where employer contributions are to an accumulation superannuation fund the employer contribution will be 15.4% calculated on the employee's fortnightly contribution salary. This will not be reduced by any other contributions made through salary sacrifice arrangements.</p>
<p><b>F17.3</b> The Department may choose to limit superannuation choice to funds which:</p> <ul style="list-style-type: none"> <li>(a) are complying and registered superannuation funds;</li> <li>(b) allow employee and/or employer contributions to be paid fortnightly through electronic funds transfer; and</li> <li>(c) make satisfactory arrangements for the acceptance of payments from the Department and for information transfer between the Department's payroll and the fund.</li> </ul>	<p>11.4 The Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Department's payroll system.</p>	<p>28.3 The Secretary may choose to limit superannuation choice to funds which:</p> <ul style="list-style-type: none"> <li>a. are complying and registered superannuation funds;</li> <li>b. allow employee and/or employer contributions to be paid fortnightly through electronic funds transfer; and</li> <li>c. make satisfactory arrangements for the acceptance of payments from the Department and for information transfer between the Department's payroll and the fund.</li> </ul>
<p><b>F17.4</b> Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service (with the exception of Maternity Leave, Adoption Leave and Foster Carers Leave), unless otherwise prescribed by legislation.</p>	<p>11.3 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.</p>	<p>28.4 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service (with the exception of Maternity Leave, Adoption Leave and Foster Carer Leave), unless otherwise prescribed by legislation.</p>

DIT	DRALGAS	Dept proposal
<p><b>F17.5</b> 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 years).</p>		<p>28.5 This clause does not apply where a superannuation fund cannot accept employer superannuation contributions.</p>
<p><b>F18 PAYMENT ON DEATH OF EMPLOYEE</b></p>		<p><b>29. PAYMENT ON DEATH OF EMPLOYEE</b></p>
<p><b>F18.1</b> Where an employee dies, or the Secretary has directed that an employee will be presumed to have died on a particular date, the Secretary may authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment through resignation or retirement. Payments authorised under this clause include, but are not limited to, unpaid salary entitlements, accrued Annual Leave and LSL entitlements in accordance with the <i>Long Service Leave (Commonwealth Employees) Act 1976</i>. Payment may be made to dependants or the partner of the former employee or to their legal representatives. If a payment has not been made within a year of the former employee's death, it should be paid to the former employee's legal representative.</p>		<p>29.1 Where an employee dies, or the Secretary has directed that an employee will be presumed to have died on a particular date, the Secretary may authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment through resignation or retirement.</p> <p>29.2 Payments authorised under this clause include, but are not limited to, unpaid salary entitlements, accrued Annual Leave and LSL entitlements in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.</p> <p>29.3 Payment may be made only to the former employee's legal personal representative.</p>
<p><b>F19 SALARY PROGRESSION</b></p>	<p><b>9.2 Incremental or pay point advancement</b></p>	<p><b>30. SALARY PROGRESSION</b></p>
<p><b>F19.1</b> Unless otherwise provided in this clause F19, an employee will be entitled to progress one salary point up the salary scale applying to the employee's classification on 1 July each year. The date of 1 July for salary progression is effective from 1 July 2011 or the date of effect of this Agreement if this is later than 1 July 2011 and employees will be entitled to progress one salary point up the salary scale applying to the employee's classification on this date, subject to meeting the requirements of Clause F19.3.</p>		<p>30.1 Employees will be entitled to progress one salary point up the salary scale applying to the employee's substantive classification on 1 July each year, subject to meeting the requirements of clause 30.2.</p>
<p><b>F19.3</b> Salary progression is subject to confirmation by the employee's supervisor that the employee:</p> <p>(a) has participated in the individual performance management system for a period of at least three months in the previous full performance management cycle; and</p> <p>(b) has achieved a rating of "effective" or "exceeds expectations" in the employee's performance management review; and</p> <p>(c) satisfies any qualifications criteria for progression; and</p> <p>(d) satisfies any accelerated advancement requirements determined by the Secretary.</p>	<p>9.2.1 On 14 September each year, an ongoing employee (excluding Graduates, Cadets or APS Trainees) who is not already on the maximum pay point applying to his or her current APS classification may advance to the next pay point if the employee:</p> <ul style="list-style-type: none"> <li>• has in place a performance agreement; and</li> <li>• has been at his or her current pay point for at least 3 months; and</li> <li>• has been rated as satisfactory or better in the appraisal cycle ending 30 June.</li> </ul> <p>The Secretary may advance an employee two pay points in recognition of high level performance.</p>	<p>30.2 Salary progression is subject to confirmation by the employee's supervisor that the employee:</p> <p>a. has participated in the Department's performance management processes for a period of at least six months in the previous performance management cycle; and</p> <p>b. has achieved a rating of at least equivalent to effective in the employee's performance management review; and</p> <p>c. satisfies any qualifications criteria for progression.</p>

DIT	DRALGAS	Dept proposal
<p><b>F19.2</b> The date for salary progression includes any period of service at an equivalent salary point in another salary and/or classification structure (including any previous periods of ARA at or above that level within the 12 month period).</p>		
<p><b>F19.4</b> Where an employee has not participated in an individual performance management cycle for a period of at least three months prior to 1 July each year the employee will be entitled to salary progression on 1 January in the succeeding year subject to achieving a rating of at least "effective" at the six monthly performance management exchange in November. Further salary point progression, where applicable, will occur on 1 July and in accordance with the conditions set out in F19.3.</p>		
<p><b>F19.5</b> An employee who has not achieved a rating of at least "effective" and whose performance is being managed in accordance with the Department's formal procedures for managing underperformance (link to employment procedure) may be eligible for salary progression if rated at least "effective" at the six monthly performance management exchanges in November and May each year.</p>		
	<p>9.2.2 Employees acting on higher duties are eligible for pay point advancement at the acting level, when acting arrangements cease the pay point advancement is taken to have increased the employee's substantive pay point classification.</p> <p>Increment advancement in 2011 is subject to the transitional arrangements provided at Schedule B of this agreement.</p>	
<p><b>F20 ACCELERATED SALARY PROGRESSION</b></p>		<p><b>31. ACCELERATED SALARY PROGRESSION</b></p>
<p><b>F20.1</b> A supervisor may recommend an employee for accelerated salary progression if the employee has demonstrated outstanding skills and competencies (i.e. above the capability indicators applying to the classification level).</p>		<p>31.1 A supervisor may submit a proposal to the Secretary, in writing, that an employee receive accelerated salary progression if the supervisor considers that the employee has demonstrated outstanding skills and competencies.</p>
<p><b>F20.2</b> The Secretary may progress the employee to the next salary point up the salary scale applying to the employee's classification before he or she has completed 12 months employment at that salary point on the recommendation of the employee's supervisor. The supervisor will confirm that the employee has participated in the performance planning process; and has met the requirements of his/her job, including (but not limited to) achieving a minimum rating of "effective" at the time the request for accelerated salary progression is submitted.</p>		<p>31.2 Upon receipt of a proposal under clause 31.1 the Secretary may progress an employee to the next salary point up the salary scale applying to the employee's substantive classification if the Secretary is satisfied that the employee:</p> <ul style="list-style-type: none"> <li>a. has participated in the Department's performance management processes for the previous six months;</li> <li>b. achieved a rating of 'exceeds expectations' at the previous performance management exchange; and</li> </ul>

DIT	DRALGAS	Dept proposal						
<p><b>F20.3</b> In spite of anything else in this <b>clause F20</b>, accelerated salary progression is subject to:</p> <p>(a) any qualifications criteria for progression; and</p> <p>(b) any accelerated advancement requirements determined by the Secretary.</p>		<p>c. at the time of the request for accelerated salary progression, the employee has continued to consistently exceed performance expectation for their level and has met several of the required performance standards of the next level up.</p>						
	<p><b>9.4 Recognition of skills and experience payment program</b></p> <p>9.4.1 Employees who are not eligible for salary advancement in 2011 under this agreement because they are at the top pay point will be eligible for a one off lump sum payment of 2 or 3 per cent of the employee's salary on 14 September 2011(see table in 9.4.2).</p> <p>9.4.2 The Department rewards sound and effective performance through the salary advancement process and fully effective employees with several years service at their classification level will advance to the maximum pay point.</p> <p>The Department will reward high performing employees at the top pay points in accordance with the following table:</p> <table border="1" data-bbox="1023 821 1849 951"> <thead> <tr> <th>Rating</th> <th>(% of gross salary)</th> </tr> </thead> <tbody> <tr> <td>Outstanding</td> <td>3%</td> </tr> <tr> <td>Superior</td> <td>2%</td> </tr> </tbody> </table> <p>9.4.3 This payment does not increase salary, does not count for superannuation purposes and is a one off lump sum payment. This payment takes effect from 14 September 2011.</p>	Rating	(% of gross salary)	Outstanding	3%	Superior	2%	
Rating	(% of gross salary)							
Outstanding	3%							
Superior	2%							
<p><b>F21 EMPLOYEES PERFORMING LEGAL DUTIES</b></p> <p><b>F21.1</b> The APS3.1 LAW through to APS 6.3 LAW levels salary points are broad-banded with soft barriers. A merit selection process will apply between the EL 1.3 SLAW and the EL 2.1 PLAW.</p> <p><b>F21.2</b> Salary progression between APS3.1 LAW through to APS 6.3 LAW salary points are subject to confirmation by the employee's supervisor that the employee:</p> <p>(a) has participated in the individual performance management system; and</p> <p>(b) has met the requirements of his or her job, including (but not limited to) achieving a rating of "effective" or "exceeds expectations" in the employee's performance management review; and</p> <p>(c) has ongoing available work at the higher level assigned to the employee where the employee is being advanced through a soft barrier.</p> <p><b>F21.3</b> An employee locally designated as a Lawyer (APS 6) will not progress beyond the APS 6.3 LAW salary point to the Senior Lawyer (EL 1) salary point 1 or higher unless:</p> <p>(a) has participated in the individual performance management system; and</p> <p>(b) has met the requirements of his or her job, including (but not limited</p>								

DIT	DRALGAS	Dept proposal
<p>to) achieving a rating of "effective" or "exceeds expectations" in the employee's performance management review; and</p> <p>(c) in the opinion of the Secretary, the level of the work allocated to the employee is classified as higher level work; and</p> <p>(d) the employee has performed work at the higher level for a minimum of three months and has satisfied all advancement criteria.</p> <p><b>F21.4</b>An employee performing legal duties will be assigned an APS classification consistent with the substantive salary point that the employee is on in accordance with the <i>Public Service Classification Rules 2000</i> (as amended from time to time).</p> <p><b>F21.5</b> Where it is required for an employee to undertake their responsibilities as a lawyer for the Department, the Department will reimburse the annual cost of their practising certificate and other costs (if any) in maintaining their accreditation, including for any CLE (Continuing Legal Education) requirements.</p>		
<p><b>F22 EMPLOYEES PERFORMING PUBLIC AFFAIRS DUTIES</b></p> <p><b>F22.1</b> For the purposes of determining salary on engagement, promotion, movement from another APS agency, reduction and salary progression, those employees employed to perform duties commensurate with those determined by the Secretary as:</p> <p>(a) APS Level 6 (Public Affairs) shall operate only salary points APS Level 6.2, 6.3 and 6.5; and</p> <p>(b) Executive Level 1 (Public Affairs) shall operate only salary points EL1.2, EL1.4 and EL1.5; and</p> <p>(c) Executive Level 2 (Public Affairs) shall operate only salary points EL2.3 and EL2.4.</p>		
<p><b>SECTION G ALLOWANCES</b> <b>SECTION H REIMBURSEMENTS</b></p>	<p><b>14 ALLOWANCES</b></p>	<p><b>ALLOWANCES AND REIMBURSEMENTS</b></p>
<p><b>G1 INTRODUCTION</b></p>		<p><b>32. . INTRODUCTION</b></p>
<p><b>G1.1</b> Unless otherwise specified, the rates in this <b>Section G</b> come into effect on the first pay day after the Agreement commences.</p>		
	<p><i>The allowances outlined in this agreement are to support staff as they perform their various functions.</i></p>	
<p><b>G1.2</b> Unless otherwise stated in this <b>Section G</b>, allowances will:</p> <p>(a) be paid during periods of paid leave if an employee would have continued to receive the allowance but for the leave taken;</p> <p>(b) be reduced on a pro rata basis during periods of leave taken at less than full pay; and</p> <p>(c) not count for superannuation purposes.</p>		<p>32.1 Arrangements for payment of allowances and reimbursements are set out in the relevant Department employment procedure.</p>
		<p>32.2 Allowances will count for superannuation purposes in accordance with applicable superannuation fund rules.</p>
		<p>32.3 Allowances (other than Meal Allowance and expense related allowances) will be paid on a pro rata basis for part-time employees.</p>
<p><b>G1.3</b> An employee who is paid an allowance under this <b>Section G</b> and who does not perform the duties for which the allowance is paid must repay the amount of that allowance.</p>		

DIT	DRALGAS	Dept proposal						
<b>G2 ADDITIONAL RESPONSIBILITY ALLOWANCE (ARA)</b>	<b>14.1 Higher duties allowance</b>	<b>33. HIGHER DUTIES ALLOWANCE (HDA)</b>						
<p><b>G2.1</b> Additional Responsibility Allowance (ARA) is paid for additional and/or higher work value duties performed by an employee.</p> <p><b>G2.5</b> ARA is payable for periods of additional responsibility of 10 working days or more but payment must not extend beyond 12 months, except in exceptional circumstances and where authorised by the Secretary.</p>		<p>33.1 Higher Duties Allowance (HDA) will be paid where an employee performs higher work value duties for a period of 10 continuous working days or longer. Payment of HDA must not extend beyond 12 months, except where authorised by the Secretary.</p>						
<p><b>G2.2</b> The Secretary will determine the level of ARA payable and the period for which it is to be paid.</p> <p><b>G2.3</b> An employee who is temporarily reassigned to perform duties at the SES level will be eligible for ARA.</p>	<p>14.1.1 An employee who is re assigned duties at a higher non-SES classification or who is determined by the Secretary to be performing duties at a higher level for a period of 10 consecutive working days or more, inclusive of public holidays will be paid an allowance. The allowance will be equivalent to the difference between the employee's base salary and the base pay point classification of the higher classification or higher pay point as determined by the Secretary.</p> <p>14.1.2 An employee who is re assigned duties at a higher level in an SES position for a period of 10 consecutive working days or more, inclusive of public holidays will be remunerated at a level determined by the Secretary.</p>	<p>33.2 The Secretary will determine the level of HDA payable and the period for which it is to be paid.</p> <p>33.3 An employee who is temporarily reassigned to perform duties at the SES level will be eligible for HDA.</p>						
<p><b>G2.4</b> ARA is paid fortnightly and counts as salary for superannuation purposes.</p>								
<p><b>G3 FIRE WARDEN ALLOWANCE, FIRST AID OFFICER ALLOWANCE, WORKPLACE HARASSMENT CONTACT OFFICER, AND HEALTH AND SAFETY REPRESENTATIVE ALLOWANCE</b></p>		<p>33.4 HDA will not be paid during unpaid leave periods.</p> <p><b>34. ADDITIONAL DUTIES ALLOWANCES</b></p>						
<p><b>G3.1</b> Subject to <b>subclause G3.2</b>, an employee will be paid a fortnightly allowance if he or she:</p>		<p>34.1 An employee will be paid a fortnightly allowance for the period the employee:</p>						
<p>(a) holds a current first aid certificate and has been authorised by the employer to perform first aid duties; or</p>	<p><b>14.8 First aid allowance</b></p> <p>14.8.1 First aid officers appointed by the Secretary, subject to qualifications will receive an allowance payable fortnightly at the rates below:</p> <table border="1" data-bbox="1026 1640 1846 1761"> <thead> <tr> <th>Commencement of the</th> <th>1 July 2012 (3 %)</th> <th>1 July 2013 (3 %)</th> </tr> </thead> <tbody> <tr> <td>\$ 30.00</td> <td>\$ 30.90</td> <td>\$ 31.85</td> </tr> </tbody> </table>	Commencement of the	1 July 2012 (3 %)	1 July 2013 (3 %)	\$ 30.00	\$ 30.90	\$ 31.85	<p>a. holds a current first aid certificate and has been appointed by the Secretary to perform first aid duties; or</p>
Commencement of the	1 July 2012 (3 %)	1 July 2013 (3 %)						
\$ 30.00	\$ 30.90	\$ 31.85						
<p>(b) holds a fire safety training certificate and the Secretary has authorised the employee to perform Fire Warden duties; or</p>	<p><b>14.9 Fire warden allowance</b></p> <p>14.9.1 Fire warden appointed by the Secretary, subject to qualifications will receive an allowance payable fortnightly at the rates below:</p> <table border="1" data-bbox="1026 1881 1846 1938"> <thead> <tr> <th>Commencement of the</th> <th>1 July 2012 (3 %)</th> <th>1 July 2013 (3 %)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Commencement of the	1 July 2012 (3 %)	1 July 2013 (3 %)				<p>b. holds a fire safety training certificate and has been appointed by the Secretary to fire warden duties; or</p>
Commencement of the	1 July 2012 (3 %)	1 July 2013 (3 %)						

DIT	DRALGAS	Dept proposal												
	<table border="1"> <tr> <td>\$ 25.00</td> <td>\$ 25.75</td> <td>\$ 26.50</td> </tr> </table>	\$ 25.00	\$ 25.75	\$ 26.50										
\$ 25.00	\$ 25.75	\$ 26.50												
<p>(c) holds a certificate from an accredited health and safety training organisation and is elected by members of his or her designated work group to perform health and safety representative duties; or</p>	<p><b>14.11 Health and Safety Representatives</b> 14.11.1 Health and Safety Representatives, including Deputies, who are appointed under the Department's Health and Safety Management Arrangements, and who hold a certificate from an accredited health and safety training organisation are entitled to an allowance as below:</p> <table border="1"> <tr> <td>Commencement of the</td> <td>1 July 2012 (3 %)</td> <td>1 July 2013 (3 %)</td> </tr> <tr> <td>\$ 30.00</td> <td>\$ 30.90</td> <td>\$ 31.85</td> </tr> </table>	Commencement of the	1 July 2012 (3 %)	1 July 2013 (3 %)	\$ 30.00	\$ 30.90	\$ 31.85	<p>c. holds a certificate from an accredited health and safety training organisation and is elected by members of his or her designated work group to perform health and safety representative duties; or</p>						
Commencement of the	1 July 2012 (3 %)	1 July 2013 (3 %)												
\$ 30.00	\$ 30.90	\$ 31.85												
<p>(d) has been appointed as a Workplace Harassment Contact Officer (WHCO) and received appropriate training as a WHCO.</p> <table border="1"> <tr> <td>Commencement of the Agreement</td> <td>1 July 2012</td> <td>1 July 2013</td> </tr> <tr> <td>\$25 per fortnight</td> <td>\$25.75 per fortnight</td> <td>\$26.50 per fortnight</td> </tr> </table>	Commencement of the Agreement	1 July 2012	1 July 2013	\$25 per fortnight	\$25.75 per fortnight	\$26.50 per fortnight	<p><b>14.10 Harassment contact officer allowance</b> 14.10.1 Harassment contact officers are appointed by the Secretary, subject to qualifications will receive an allowance payable fortnightly at the rates below:</p> <table border="1"> <tr> <td>Commencement of the</td> <td>1 July 2012 (3 %)</td> <td>1 July 2013 (3 %)</td> </tr> <tr> <td>\$ 30.00</td> <td>\$ 30.90</td> <td>\$ 31.85</td> </tr> </table>	Commencement of the	1 July 2012 (3 %)	1 July 2013 (3 %)	\$ 30.00	\$ 30.90	\$ 31.85	<p>d. has been appointed as a Workplace Harassment Contact Officer (WHCO) and received appropriate training as a WHCO.</p>
Commencement of the Agreement	1 July 2012	1 July 2013												
\$25 per fortnight	\$25.75 per fortnight	\$26.50 per fortnight												
Commencement of the	1 July 2012 (3 %)	1 July 2013 (3 %)												
\$ 30.00	\$ 30.90	\$ 31.85												
		<p>34.2 The rate of the fortnightly Additional Duties Allowance will be paid in accordance with the following table:</p> <table border="1"> <tr> <td>From commencement of the Agreement</td> <td>\$27.30</td> </tr> <tr> <td>From the first anniversary of the Agreement</td> <td>\$27.85</td> </tr> <tr> <td>From the second anniversary of the Agreement</td> <td>\$28.13</td> </tr> </table>	From commencement of the Agreement	\$27.30	From the first anniversary of the Agreement	\$27.85	From the second anniversary of the Agreement	\$28.13						
From commencement of the Agreement	\$27.30													
From the first anniversary of the Agreement	\$27.85													
From the second anniversary of the Agreement	\$28.13													
<p><b>G3.2</b> Employees will not be paid more than one allowance pursuant to <b>subclause G3.1</b>.</p>	<p>14.11.2 Employees are only eligible to receive one allowance payment in relation to clauses 14.8.1, 14.9.1, 14.10.1 and 14.11.1. Employees are not eligible to receive multiple allowance payments, for example, an allowance for being a First Aid officer and an allowance for being a Health and Safety Representative.</p>	<p>34.3 Employees will not be paid more than one allowance for the responsibilities listed in clause 12.1.</p>												
<p><b>G3.3</b> A Fire Warden Allowance, a First Aid Officer Allowance, a WHCO Allowance and a Health and Safety Representative Allowance count as salary for superannuation purposes.</p>														
		<p>34.4 Additional Duties Allowances will not be paid during paid leave periods of 90 days or greater unless required by legislation. For the avoidance of doubt, an employee is entitled to payment of Additional Duties Allowances for the first 89 days of paid leave.</p>												
<p><b>G4 DEPARTMENTAL LIAISON OFFICER ALLOWANCE</b></p>	<p><b>14.2 Departmental liaison officer allowance</b></p>	<p><b>35. DEPARTMENTAL LIAISON OFFICER ALLOWANCE</b></p>												
<p><b>G4.1</b> An employee who performs the duties of Departmental Liaison Officer in the office of a Minister or Parliamentary Secretary will be paid a fortnightly allowance in lieu of overtime in accordance with the following table:</p> <table border="1"> <tr> <td>Annual allowance payable (fortnightly) from the first pay after:</td> </tr> </table>	Annual allowance payable (fortnightly) from the first pay after:	<p>14.2.1 Departmental liaison officers will receive an annual allowance paid fortnightly. The allowance is payable at the rates below:</p> <table border="1"> <tr> <td>Commencement of the agreement</td> <td>1 July 2012 (3 %)</td> <td>1 July 2013 (3 %)</td> </tr> </table>	Commencement of the agreement	1 July 2012 (3 %)	1 July 2013 (3 %)	<p>35.1 The Secretary may approve payment of an annual allowance to an employee who performs the duties of Departmental Liaison Officer in the office of a Minister or Parliamentary Secretary.</p>								
Annual allowance payable (fortnightly) from the first pay after:														
Commencement of the agreement	1 July 2012 (3 %)	1 July 2013 (3 %)												

DIT			DRALGAS			Dept proposal						
Commencement of the Agreement	1 July 2012	1 July 2013	\$ 22,000 per annum	\$ 22,660 per annum	\$23,339 per annum							
\$19,783	\$20,376	\$20,987										
						35.2 An employee receiving the Departmental Liaison Officer Allowance will not be entitled to overtime in accordance with subsection 59.						
						35.3 The annual rate of the Departmental Liaison Officer allowance is set out in the table below. The allowance will be paid fortnightly in accordance with an equivalent formula as the fortnightly pay formula detailed in clause 15.1. <table border="1" data-bbox="1976 510 2415 758"> <tr> <td>From commencement of the Agreement</td> <td>\$21,617</td> </tr> <tr> <td>From the first anniversary of the Agreement</td> <td>\$22,049</td> </tr> <tr> <td>From the second anniversary of the Agreement</td> <td>\$22,269</td> </tr> </table>	From commencement of the Agreement	\$21,617	From the first anniversary of the Agreement	\$22,049	From the second anniversary of the Agreement	\$22,269
From commencement of the Agreement	\$21,617											
From the first anniversary of the Agreement	\$22,049											
From the second anniversary of the Agreement	\$22,269											
<b>G6 MEAL ALLOWANCE</b>			<b>14.5 Meal allowance</b>			<b>36. MEAL ALLOWANCE</b>						
<b>G6.1</b> Employees who work two hours of overtime on a normal rostered work day, or four hours on a non-work day, will be entitled to a meal allowance. The amount of the meal allowance will be the amount published from time to time by the Australian Taxation Commissioner as the reasonable amount for overtime meal expenses in the Commissioner's ruling on reasonable travel and meal allowance expense amounts.			14.5.1 Employees who work 2 hours additional time on any normal rostered day, or four hours on a non work day are entitled to a meal allowance. The allowance is payable fortnightly at the rates below: <table border="1" data-bbox="1178 1052 1697 1213"> <tr> <th>Commencement of the agreement</th> <th>1 July 2012 (3 %)</th> <th>1 July 2013 (3 %)</th> </tr> <tr> <td>\$ 26.00</td> <td>\$ 26.80</td> <td>\$ 27.60</td> </tr> </table>	Commencement of the agreement	1 July 2012 (3 %)	1 July 2013 (3 %)	\$ 26.00	\$ 26.80	\$ 27.60			36.1 Employees who work two hours of overtime on a normal rostered work day, or four hours on a non-work day, will be entitled to a meal allowance. The amount of the meal allowance will be the amount published from time to time by the Australian Taxation Commissioner as the reasonable amount for overtime meal expenses in the Commissioner's ruling on reasonable travel and meal allowance expense amounts.
Commencement of the agreement	1 July 2012 (3 %)	1 July 2013 (3 %)										
\$ 26.00	\$ 26.80	\$ 27.60										
<b>G6.2</b> Employees who work nine hours continuous overtime will be entitled to a further meal allowance.						36.2 Employees who work nine hours continuous overtime will be entitled to a further meal allowance.						
<b>G6.3</b> Employees who are performing overtime at home, or who are on the HBW scheme, will not be entitled to a meal allowance.						36.3 Employees who are provided with a meal, or are performing overtime at home will not be entitled to a meal allowance.						
<b>G6.4</b> Executive Level 1 and 2 employees who work extended hours are entitled to payment for meal allowance.						36.4 Executive Level 1 and 2 employees who work extended hours may be entitled to payment for meal allowance.						
<b>G6.5</b> Meal allowance will be paid to employees through the fortnightly payroll system.						36.5 Meal allowance will be paid to employees fortnightly through the payroll system.						
<b>G8 ALLOWANCE FOR USE OF PRIVATE MOTOR VEHICLE FOR OFFICIAL BUSINESS</b>			<b>14.4 Motor vehicle use</b>			<b>37. MOTOR VEHICLE USE</b>						

DIT	DRALGAS	Dept proposal		
<p><b>G8.1</b> An employee may be authorised, in advance, to use a private motor vehicle owned or hired by the employee for official purposes if the Secretary decides that it is appropriate to do so, having regard to the individual circumstances. Use of the car for official purposes is at the employee's own expense and risk.</p> <p><b>G8.2</b> If an employee's private motor vehicle is approved for official purposes, the employee will be entitled to be paid the amount per kilometre as specified in Part 2 of Schedule 1 of the <i>Income Tax Assessment Regulations 1997</i> per kilometre. On request by the Department, an employee will provide evidence of the engine capacity of the employee's private motor vehicle for the purposes of determining the applicable rate of allowance.</p>	<p>14.4.1 The Secretary may authorise an employee to use a private vehicle for official purposes in line with the Department's travel policy.</p>	<p>37.1 An employee may be authorised, in advance, to use a private motor vehicle owned or hired by the employee for official purposes if the Secretary decides that it is appropriate to do so, having regard to the individual circumstances. Use of the car for official purposes is at the employee's own expense and risk.</p> <p>37.2 If an employee's private motor vehicle is approved for official purposes, the employee will be entitled to be paid the amount per kilometre as specified in Part 2 of Schedule 1 of the <i>Income Tax Assessment Regulations 1997</i>. On request by the Department, an employee will provide evidence of the engine capacity of the employee's private motor vehicle for the purposes of determining the applicable rate of allowance.</p>		
	<p><b>14.12 Localities Allowance</b></p>	<p><b>38. REMOTE LOCALITIES ASSISTANCE</b></p>		
	<p>14.12.3 For an employee who relocates to work and live in a remote locality, the Secretary, in consultation with the employee, or if the employee chooses, the employee's representative, may make an agreement in writing with the employee that an allowance be paid and other employment conditions that enhance or supplement the conditions of this agreement may apply.</p> <p>14.12.4 Employees who are eligible for localities assistance may be eligible for additional annual leave.</p>	<p>38.1 The Secretary may provide remote localities assistance such as allowances or additional leave.</p>		
	<p>14.12.1 For the purposes of this clause, a remote locality is a locality mentioned in Table 22G of the <i>Australian Public Service Award 1998</i>.</p>			
	<p>14.12.2 Employees already in receipt of a localities assistance will continue to receive the allowance.</p>	<p>38.2 Employees already in receipt of localities assistance will continue to receive the assistance.</p>		
	<p>14.12.5 For more information about remote locality conditions, employees should consult the Department's Localities Allowances guidelines.</p>	<p>38.3 The Department's employment procedure sets out arrangements for remote localities assistance.</p>		
<p><b>G9 TRANSPORT SECURITY INSPECTOR (TSI) AND VEHICLE SAFETY STANDARDS INSPECTOR (VSSI) ALLOWANCE</b></p>		<p><b>39. TRANSPORT SECURITY INSPECTOR (TSI) AND VEHICLE SAFETY STANDARDS INSPECTOR (VSSI) ALLOWANCE</b></p>		
<p><b>G9.1</b> An employee who is appointed as an inspector by the Secretary pursuant to: (a) section 77 of the <i>Aviation Transport Security Act 2004 (Cth)</i>; or (b) section 136 of the <i>Maritime Transport and Offshore Facilities Act 2003 (Cth)</i>; or (c) section 25 of the <i>Motor Vehicle Standards Act 1989 (Cth)</i>; shall, subject to the provisions of G9.3 and G9.4, receive an allowance, paid fortnightly during the period the employee is appointed an inspector .</p> <p><b>G9.2</b> Annual allowance payable (fortnightly) from the first pay after:</p>		<p>39.1 An employee who is appointed as an inspector by the Secretary pursuant to: a. section 77 of the <i>Aviation Transport Security Act 2004 (Cth)</i>; or b. section 136 of the <i>Maritime Transport and Offshore Facilities Security Act 2003 (Cth)</i>; or c. section 25 of the <i>Motor Vehicle Standards Act 1989 (Cth)</i>; and is required to undertake audit and compliance work in the field as an important ongoing component of their role shall be paid a TSI/VSSI allowance as set out in the following table:</p> <table border="1" data-bbox="1973 1913 2329 1948"> <tr> <td>From</td> <td>\$3,442</td> </tr> </table>	From	\$3,442
From	\$3,442			

DIT	DRALGAS	Dept proposal												
<table border="1" data-bbox="181 205 1003 380"> <tr> <td>Commencement of the Agreement</td> <td>1 July 2012</td> <td>1 July 2013</td> </tr> <tr> <td>\$3,150</td> <td>\$3, 245</td> <td>\$3,342</td> </tr> </table>	Commencement of the Agreement	1 July 2012	1 July 2013	\$3,150	\$3, 245	\$3,342		<table border="1" data-bbox="1982 142 2329 390"> <tr> <td>commencement of the Agreement</td> <td></td> </tr> <tr> <td>From the first anniversary of the Agreement</td> <td>\$3,511</td> </tr> <tr> <td>From the second anniversary of the Agreement</td> <td>\$3,546</td> </tr> </table>	commencement of the Agreement		From the first anniversary of the Agreement	\$3,511	From the second anniversary of the Agreement	\$3,546
Commencement of the Agreement	1 July 2012	1 July 2013												
\$3,150	\$3, 245	\$3,342												
commencement of the Agreement														
From the first anniversary of the Agreement	\$3,511													
From the second anniversary of the Agreement	\$3,546													
		<p>39.2 The TSI/VSSI allowance will be paid fortnightly in accordance with an equivalent formula as the fortnightly pay formula detailed in clause 15.1 during the period the employee continues to be appointed as an inspector.</p>												
<p><b>G9.4</b> Eligibility for the allowance shall cease:</p> <p>(a) one month from the date on which the Secretary has determined that there is no longer a requirement for the employee to undertake audit and compliance work in the field, or for the employee to be available to undertake audit and compliance work in the field; or</p> <p>(b) from the date on which the employee has moved to a different role or employment area within the Department; and</p> <p>(c) the employee is not required to undertake audit and compliance work in the field that is an important, ongoing component of their role.</p>		<p>39.3 Eligibility for the allowance shall cease:</p> <p>a. one month from the date on which the Secretary has determined that there is no longer a requirement for the employee to undertake audit and compliance work in the field, or for the employee to be available to undertake audit and compliance work in the field; or</p> <p>b. from the date on which the employee has moved to a different role or employment area within the Department; and</p> <p>c. the employee is not required to undertake audit and compliance work in the field that is an important, ongoing component of their role.</p>												
<p><b>G9.3</b> The allowance is paid on the basis that an employee who is appointed as an inspector is required to undertake audit and compliance work in the field that is an important, ongoing component of their role. The allowance is paid in recognition of the less amenable conditions that may be encountered during periods of field work. The allowance shall count as salary for all purposes.</p>														
<p><b>H1 RELOCATION ASSISTANCE</b></p>	<p><b>14.7 Relocation assistance</b></p>	<p><b>40. RELOCATION ASSISTANCE</b></p>												

DIT	DRALGAS	Dept proposal
<p><b>H1.1</b> Where an employee is relocated, the Department will meet all fair and reasonable costs associated with the relocation.</p>	<p>14.7.1 An employee will be entitled to assistance with reasonable relocation expenses, as determined by the Secretary. This may include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• the costs of removals for household goods and furniture;</li> <li>• the costs of temporary accommodation;</li> <li>• the costs of transporting a vehicle;</li> <li>• the costs associated with buying and selling a house;</li> <li>• the costs of relocating family; and</li> <li>• the costs of relocating pets.</li> </ul>	<p>40.1 Where an employee is relocated, the Department <del>may</del> <b>will</b> meet all fair and reasonable costs associated with the relocation.</p>
<p><b>H1.2</b> The cost of relocating must be approved by the Secretary in advance of the employee's removal, having regard to the employee's personal circumstances and Department's employment procedures on relocation expenses.</p>		<p>40.2 The cost of relocating must be approved by the Secretary in advance of the employee's removal, having regard to the employee's personal circumstances and the Department's employment procedure on relocation expenses.</p>
<p><b>H1.3</b> If an employee voluntarily leaves the Department (and not due to extenuating circumstances such as, but not restricted to and on a case-by-case basis, illness, redeployment, retrenchment or redundancy), or has their employment terminated due to misconduct within 12 months of the date of the relocation, the Department may seek reimbursement of the relocation assistance.</p>		<p>40.3 If an employee voluntarily leaves the Department (and not due to extenuating circumstances such as, but not restricted to and on a case-by-case basis, illness, redeployment, retrenchment or redundancy), or has their employment terminated due to misconduct within 12 months of the date of the relocation, the Department may seek reimbursement of the relocation assistance.</p>
<p><b>H2 REIMBURSEMENT FOR WORK RELATED EXPENSES</b></p>	<p><b>14.14 Work Related Expenses</b></p>	<p><b>41. REIMBURSEMENT FOR WORK RELATED EXPENSES</b></p>
<p><b>H2.1</b> Employees may be reimbursed for fair and reasonable work-related expenses incurred during the course of, or arising out of their employment, if the Secretary so decides.</p>	<p>14.14.1 Where an employee incurs costs arising directly from the course of their day to day duties these costs will be reimbursed where reasonable and appropriate.</p>	<p>41.1 Employees may be reimbursed for fair and reasonable work-related expenses incurred during the course of, or arising out of their employment, if the Secretary so decides.</p>
<p><b>B3 PROFESSIONAL MEMBERSHIPS/ACCREDITATIONS</b></p>	<p>14.13 Professional Memberships</p>	<p><b>42. PROFESSIONAL MEMBERSHIPS/ACCREDITATIONS</b></p>
<p>B3.1 The Department recognises the benefits of membership of professional organisations and will reimburse membership fees and accreditation fees where a membership or accreditation from a professional association is required for an employee to undertake their responsibilities for the Department.</p>	<p>14.13.1 The Department will reimburse membership and accreditation fees for memberships of professional bodies that relate to the employee's work.</p>	<p>42.1 The Secretary will reimburse membership fees and or accreditation fees where a membership or accreditation from a professional association is required for an employee to undertake their responsibilities for the Department.</p>
<p><b>H3 REIMBURSEMENT FOR CANCELLATION OF APPROVED LEAVE OR RECALL TO DUTY WHILE ON APPROVED LEAVE</b></p>	<p><b>16.5 Cancelled leave</b></p>	<p><b>43. REIMBURSEMENT FOR CANCELLED LEAVE OR RECALL TO DUTY</b></p>

DIT	DRALGAS	Dept proposal														
<p><b>H3.1</b> Subject to the presentation of receipts for consideration by the Secretary, an employee may be reimbursed the reasonable costs arising from the employee's approved leave being cancelled or the employee being recalled to duty while on Annual or Long Service Leave.</p>	<p>16.5.1 If an employee's leave is cancelled, the employee will be re credited with the amount of leave cancelled and reimbursed for reasonable costs incurred. If an employee is recalled to duty the employee will be re credited with a period equivalent to the ordinary hours worked and reimbursed for any reasonable costs incurred.</p>	<p>43.1 Subject to the presentation of receipts for consideration by the Secretary, an employee may be reimbursed reasonable costs that are not recoverable which arise because the employee's approved leave is cancelled or the employee is recalled to duty while on Annual Leave or LSL.</p>														
<p><b>H4 REIMBURSEMENT FOR LIFE INSURANCE POLICY LOADING</b></p>																
<p><b>H4.1</b> If an employee's life insurance policy includes a loading based on or originating from the nature of the employee's official duties, the employee may be reimbursed that part of the cost of the policy to which the loading relates.</p> <p><b>H4.2</b> A 'life insurance policy' means a life policy within the meaning of section 9 of the <a href="#">Life Insurance Act 1995 (Cth)</a>.</p>																
<p><b>G7 ON-CALL ALLOWANCE</b></p> <p><b>G7.1</b> An employee who has been directed to be contactable and available to be called out to perform extra duties outside the bandwidth of 7.00 am - 7.00 pm will be entitled to an out of hours payment for each week the employee is so directed, calculated in accordance with the following table.</p> <p>Weekly on call allowance payable from the first pay after:</p> <table border="1" data-bbox="181 1066 997 1224"> <thead> <tr> <th>Commencement of the Agreement</th> <th>1 July 2012</th> <th>1 July 2013</th> </tr> </thead> <tbody> <tr> <td>\$473</td> <td>\$487</td> <td>\$502</td> </tr> </tbody> </table> <p><b>G7.2</b> For any period of on-call of less than one week in total, the employee will be paid 1/7 of the on-call allowance for each 24-hour period.</p> <p><b>G7.3</b> If an employee is on call and is recalled to duty at a place of work, the employee will be paid overtime at the applicable rate of pay so long as the cumulative time involved in performing that duty is more than one hour. In this case, the rate of overtime is the applicable rate of pay for the total period worked.</p> <p><b>G7.4</b> Executive Level 1 and 2 employees may be eligible for payment of an on-call allowance as determined by the Secretary.</p>	Commencement of the Agreement	1 July 2012	1 July 2013	\$473	\$487	\$502	<p><b>14.6 On-Call allowance</b></p> <p>14.6.1 An employee who has been directed to be contactable and available (standing ready) to be called out to perform extra duties outside the bandwidth of 7.00 am – 7.00 pm will be entitled to payment of an on call allowance at the rate set out below:</p> <table border="1" data-bbox="1026 972 1849 1098"> <thead> <tr> <th>Period of Restriction</th> <th>Allowance</th> </tr> </thead> <tbody> <tr> <td>Monday to Friday</td> <td>7.5 %</td> </tr> <tr> <td>Saturday or Sunday</td> <td>10 %</td> </tr> <tr> <td>Public Holiday</td> <td>15 %</td> </tr> </tbody> </table> <p>14.6.2 The allowance is to be paid for each hour or part of an hour the employee is required to be on call.</p>	Period of Restriction	Allowance	Monday to Friday	7.5 %	Saturday or Sunday	10 %	Public Holiday	15 %	
Commencement of the Agreement	1 July 2012	1 July 2013														
\$473	\$487	\$502														
Period of Restriction	Allowance															
Monday to Friday	7.5 %															
Saturday or Sunday	10 %															
Public Holiday	15 %															
<p><b>SECTION I WORKING HOURS</b></p>	<p><b>15 HOURS OF WORK</b></p>	<p><b>WORKING ARRANGEMENTS</b></p>														
<p><b>I1 STANDARD WORKING HOURS</b></p>	<p><b>15.1 Ordinary hours</b></p>	<p><b>44. STANDARD WORKING HOURS</b></p>														

DIT	DRALGAS	Dept proposal
<p><b>11.1</b> Standard hours of work in the Department are 7.5 hours per day (Monday to Friday), within the bandwidth of 7.00 am to 7.00 pm. This is a total of 37.5 hours per week or 150 hours per four-week settlement period.</p>	<p>15.1.1 Ordinary hours of work in the Department are 7.5 hours per day (Monday – Friday), within the bandwidth of 7.00 am to 7.00 pm. This is a total of 37.5 hours per week or 150 hours per 4 week settlement period. The Department recognises that employees have personal commitments outside the workplace that may limit their ability to adjust their normal working patterns in response to workload pressures. Managers will accommodate personal and other responsibilities wherever possible.</p>	<p>44.1 Standard hours of work in the Department are 7.5 hours per day (Monday to Friday), within the bandwidth of 7.00 am to 7.00 pm. This is a total of 37.5 hours per week or 150 hours per four-week settlement period.</p>
		<p>44.2 A standard day for the purposes of leave, attendance (including flexitime) and payment of salary shall constitute the hours 8.30am–12.30pm and 1.30pm–5.00pm.</p>
<p><b>11.2</b> Standard hours for part-time employees shall be those agreed between the employee and their supervisor in accordance with this Section I.</p>		<p>44.3 Standard hours for part-time employees shall be those agreed between the employee and their supervisor in accordance with this Section.</p>
		<p>44.4 The Department’s employment procedure sets out arrangements for working hours.</p>
<p><b>I3 BANDWIDTH</b></p> <p><b>13.1</b> Any employee may propose a different working pattern either on a short-term or continuing basis. Any individually negotiated bandwidth may encompass any hours of the week.</p> <p><b>13.2</b> Regardless of the bandwidth applying to an employee, he or she must break for at least 30 minutes after five hours continuous work.</p>	<p>15.1.2 An employee's ordinary hours are those hours and times, within the agreed bandwidth, that the employee works on a regular basis. Regardless of the bandwidth applying to an employee, the employee must break for at least 30 minutes after 5 hours continuous work.</p>	<p><b>45. BANDWIDTH</b></p> <p>45.1 The Secretary may agree to an employee working a different pattern of hours either on a short-term or continuing basis, which may encompass any hours of the week.</p> <p>45.2 Regardless of the bandwidth applying to an employee, he or she must break for at least 30 minutes after five hours continuous work.</p>
<p><b>I5 REGULAR PART-TIME WORK</b></p>	<p><b>15.7 Part time employment and job sharing</b></p>	<p><b>46. REGULAR PART-TIME WORK</b></p>
<p><b>15.1</b> An employee may, by written agreement with the employee's supervisor, work less than an average of 75 hours a fortnight over a specified period. Employees must work at least three hours on any agreed working day.</p>	<p>15.7.1 A part time employee is one whose ordinary hours of work are less than 150 hours over a 4 week period. Employees who job share will be classed as part time. All part time and job sharing work arrangements will be subject to agreement between the employee and the Secretary. While there is no prescribed time limit in this agreement, there will be a formal review of these arrangements on an annual basis between the employee and the Secretary.</p>	<p>46.1 The Secretary may agree in writing to an employee working less than an average of 75 hours a fortnight over a specified period for a maximum of 12 months.</p>
<p><b>15.2</b> An employee may, with the agreement of his or her supervisor, vary the agreed hours of work.</p>		
<p><b>15.3</b> An employee and their supervisor will annually review part-time arrangements.</p>		

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<p><b>15.4</b> Salary, benefits and allowances for employees who work part-time will be calculated on a pro rata basis, being the appropriate percentage of the salary, benefits and allowances applying to full-time employees.</p>	<p>15.7.2 Remuneration and other employment conditions for part time staff are calculated on a pro rata basis. For allowances of a reimbursement nature, part time employees receive the same amount as full time employees.</p>	<p>46.2 Salary, leave, benefits and allowances for employees who work part-time will be calculated on a pro rata basis, being the appropriate percentage of the salary, leave, benefits and allowances applying to full-time employees.</p>
		<p>46.3 Part-time employees must work at least three hours on any agreed working day.</p>
<p><b>15.5</b> A supervisor may initiate the introduction or extension of part-time employment, but a full-time employee will not be required to convert to part-time hours (or vice-versa) without the employee's agreement.</p>		
<p><b>15.6</b> If a full-time employee initiates part-time work, the employee will have the right to revert to full-time employment:</p> <p>(a) at the expiry of the agreed period; or</p> <p>(b) if the reversion is required or compelled by a change in the employee's circumstances.</p>		
		<p>46.4 Applications to revert to full time employment or increase part-time hours for the purpose of maximising payments while on leave, for public holidays or salary for superannuation purposes will not be agreed.</p>
<p><b>15.7</b> An application for regular part-time work will be considered favourably subject to operational requirements. Supervisors should favourably consider requests from an employee returning from maternity leave to work on a part-time basis.</p>		<p>46.5 Requests from employees returning from Maternity, Foster Carer, Adoption and Parental Leave to work on a part-time basis will be, subject to operational requirements, favourably considered.</p>
		<p>46.6 The Department's employment procedure sets out arrangements for part-time employment.</p>
<p><b>16 FLEXIBLE WORK ARRANGEMENTS FOR PARENTS</b></p>	<p><b>15.6 Flexible work arrangements</b> <b>16.20 Flexible work arrangements for parents</b></p>	<p><b>47. FLEXIBLE WORK ARRANGEMENTS</b></p>
<p><b>16.1</b> An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the Secretary may waive this requirement in exceptional circumstances).</p>	<p>15.6.1 An employee may request flexible work hours or arrangements to accommodate family and personal circumstances. 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.</p> <p>16.20.1 An employee who is a parent, or has responsibility for the care</p>	<p>47.1 Division 4 of the National Employment Standards allows certain employees to request flexible working arrangements. For full details, please see section 65 of the <i>Fair Work Act 2009</i>.</p>

DIT	DRALGAS	Dept proposal
	<p>of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the Secretary may waive this requirement in exceptional circumstances).</p>	
<p><b>16.2</b> A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:</p> <ul style="list-style-type: none"> <li>- is a long term casual employee immediately before making the request; and</li> <li>- has reasonable expectation of continuing employment on a regular and systematic basis.</li> </ul> <p><i>Note: 'long term casual employee' is defined at s.12 of the Fair Work Act 2009</i></p>	<p>16.20.2 A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:</p> <ul style="list-style-type: none"> <li>• is a long term casual employee immediately before making the request; and</li> <li>• has reasonable expectation of continuing employment on a regular and systematic basis.</li> </ul> <p><i>Note: 'long term casual employee' is defined at s.12 of the Fair Work Act 2009.</i></p>	
<p><b>16.3</b> A request made in accordance with clause 16.1 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.</p>	<p>16.20.3 A request made in accordance with this clause must be in writing and set out details of the change sought and the reasons for the change. The Secretary will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.</p>	
<p><b>16.4</b> For the purpose of this clause:</p> <ul style="list-style-type: none"> <li>- 'qualifying service' means service that is recognised for redundancy pay purposes;</li> <li>- 'casual' means an employee engaged on an irregular or intermittent basis.</li> </ul>	<p>For the purposes of this clause:</p> <ul style="list-style-type: none"> <li>• 'qualifying service' means service that is recognised for redundancy pay purposes.</li> </ul>	
<p><b>17</b>            <b>RETURN TO WORK AFTER PARENTAL LEAVE</b></p>	<p><b>16.19</b>    <b>Return to work after parental leave</b></p>	
<p><b>17.1</b> On ending parental or maternity leave, an employee is entitled to return to:</p> <ul style="list-style-type: none"> <li>- the employee's pre-parental/maternity leave duties; or</li> <li>- 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.</li> </ul>	<p>16.19.1 On ending parental, maternity leave, adoption or fostering leave an employee is entitled to return to:</p> <ul style="list-style-type: none"> <li>• the employee's pre-parental/maternity leave duties; or</li> <li>• 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; or</li> <li>• Where this is not practical, other duties will be sought.</li> </ul>	

DIT	DRALGAS	Dept proposal
<p><b>17.2</b> For the purposes of this clause, duties means those performed:</p> <ul style="list-style-type: none"> <li>- if the employee was moved to safe duties because of the pregnancy – immediately before the move; or</li> <li>- if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or</li> <li>- otherwise – immediately before the employee commenced maternity or parental leave.</li> </ul>	<p>16.19.2 For the purposes of this clause, duties means those performed:</p> <ul style="list-style-type: none"> <li>• if the employee was moved to safe duties because of the pregnancy – immediately before the move; or</li> <li>• if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or</li> <li>• otherwise – immediately before the employee commenced maternity or parental leave.</li> </ul>	
<p><b>110 FLEXTIME GENERAL</b></p>	<p><b>15.3 Flex time</b></p>	<p><b>48. FLEXTIME</b></p>
<p><b>110.1</b> Flextime is available to all APS Levels 1 – 6, GAPS and training/cadet employees to enable employees to start and finish work at times of their choosing, subject to operational requirements, the availability of work, and the approval of the employee's supervisor, which may be either general or specific.</p>	<p>15.3.1 APS1 – 6 employees are eligible for flex time. APS1 – 6 staff will be required to maintain a timesheet and submit their timesheet to the relevant manager on a 4 weekly basis.</p>	<p>48.1 Flextime is available to all APS Levels 1 – 6, Graduates and training/cadet employees, subject to operational requirements, the availability of work, and the approval of the employee's supervisor, which may be either general or specific.</p>
<p><b>110.2</b> Part-time employees may access the same flextime arrangements as full-time employees but their maximum flextime credit and debit levels will be on a pro rata basis.</p>		<p>48.2 Part-time employees may access the same flextime arrangements as full-time employees but their maximum flextime credit and debit levels will be on a pro rata basis.</p>
<p><b>110.3</b> Flextime may not be used to vary a part-time employee's hours without the consent of the employee concerned.</p>		<p>48.3 Flextime may not be used to vary a part-time employee's hours without the consent of the employee concerned.</p>

DIT	DRALGAS	Dept proposal
<p><b>I10.4</b> Supervisors are responsible for monitoring and managing workloads in accordance with flextime arrangements, and should encourage employees to reduce flextime credit and debit levels especially if limits are being reached.</p>		
<p><b>I10.5</b> Supervisors are responsible for ensuring that employees have an adequate opportunity to access accrued flextime leave.</p>	<p>15.3.2 Employees will be provided with a genuine opportunity to use excess flex credits. Excess flex credits are hours over and above the 37.5 hours (1 week) in the 4 week period that the credits are accrued. It is expected that Managers will approve flex requests that enable an employee to reduce their flex balance to 37.5 hours or below prior to the completion of the flex settlement period.</p>	
<p><b>Flextime Credits</b></p>		<p><b>49. FLEXTIME CREDITS</b></p>
<p><b>I10.6</b> Employees may accrue flextime credit to a total of 30 hours. Where due to exceptional operational pressures, the supervisor and employee cannot take action to prevent the employee from exceeding the maximum flextime credit of 30 hours at the end of the settlement period, a higher flex credit may be carried over on a temporary basis to the end of the next settlement period.</p>	<p>15.3.3 Employees should not carry forward more than 1 standard week (37.5 hours) of flex time credit from one settlement period to the next. If there are exceptional circumstances and the Secretary has approved a carry forward of more than 1 standard week, the employee must reduce it below 1 standard week by the end of the of the next settlement period.</p>	<p>49.1 Employees may accrue flextime credit to a total of 30 hours. Where due to exceptional operational pressures, the supervisor and employee cannot take action to prevent the employee from exceeding the maximum flextime credit of 30 hours at the end of the settlement period, a higher flex credit may be carried over on a temporary basis to the end of the next settlement period.</p>
<p><b>I10.7</b> Excess balances beyond 30 hours require the employee and manager to agree to a strategy to reduce the excess hours to under 30 hours within four weeks.</p>		<p>49.2 Excess balances beyond 30 hours require the employee and supervisor to agree to a strategy to reduce the excess hours to under 30 hours within four weeks.</p>
<p><b>I10.8</b> With the agreement of their supervisor and subject to operational requirements, an employee may take as much consecutive flextime leave as they have accrued.</p>		<p>49.3 With the agreement of their supervisor and subject to operational requirements, an employee may take as much consecutive flextime leave as they have accrued.</p>
<p><b>I10.9</b> Supervisors are to provide employees with an opportunity to exhaust their flex leave credits before an employee ceases their employment with the Department.</p>		<p>49.4 Notwithstanding clause 53.1 and 53.5, employees should have an opportunity to exhaust their flextime credits before ceasing their employment with the Department.</p>
<p><b>I10.10</b> If an employee leaves the Department any unexhausted flex credit will not be paid out.</p>		<p>49.5 If an employee leaves the Department any unexhausted flextime credit will not be paid out.</p>
<p><b>Flextime Debits</b></p>		<p><b>50. FLEXTIME DEBITS</b></p>

DIT	DRALGAS	Dept proposal
<p><b>I10.11</b> Employees may carry forward a maximum flextime debit of 15 hours from one pay period to the next.</p> <p><b>I10.12</b> Employees with a maximum flextime debit of 15 hours may be required to take any additional debits as leave without pay. Supervisors should seek to ensure that employees do not reach the maximum flextime debit.</p>	<p>15.3.4 Where an employee has a debit flex balance in excess of 7.5 hours over a four week settlement period, the employee will be required to bring their flex time balance into the positive before being able to access further leave through the flex time scheme.</p>	<p>50.1 Employees may carry forward a maximum flextime debit of 15 hours from one settlement period to the next.</p> <p>50.2 Employees with a maximum flextime debit of 15 hours may be required to take any additional debits as Other Leave without pay.</p>
<p><b>Recording Attendance</b></p>		<p><b>51. RECORDING ATTENDANCE - FLEXTIME</b></p>
<p><b>I10.13</b> Employees and supervisors are responsible for ensuring that flextime attendance records are:</p> <p>(a) completed accurately;</p> <p>(b) promptly checked and certified; and</p> <p>(c) stored in accordance with Department's employment procedures.</p>		<p>51.1 Employees and supervisors are responsible for ensuring that flextime attendance records are:</p> <p>a. completed accurately at time of commencement and finishing work;</p> <p>b. promptly checked and certified by supervisors; and</p> <p>c. stored in accordance with the Department's employment procedure.</p>
		<p><b>52. REVERSION TO STANDARD HOURS</b></p> <p>52.1 The Secretary may require an employee to work standard hours where it is reasonably considered that:</p> <p>a. standard hours are required to meet operational requirements;</p> <p>b. the employee is misusing flexible working arrangements or flextime; or</p> <p>c. the employee has been absent without authorisation under subsection 95.</p> <p>52.2 Access to flextime will not be available where an employee is required to work standard hours under subclause 55.1b or 55.1c.</p> <p>52.3 Where reversion to standard hours is being considered, the proposed action should be discussed with the affected employee and a written explanation of the reasons for requiring the employee to revert to standard hours be provided.</p> <p>52.4 Where an employee has been reverted to standard hours, they will work the prescribed standard hours of duty of 7.5 hours per day, from 8.30 am to 5.00 pm (or other standard hours determined to genuinely address the employee's needs) for a period of time at the discretion of the Secretary.</p> <p>52.5 The period of time that an employee is reverted to standard hours will be reviewed at regular intervals</p>
<p><b>I9 FLEXIBLE HOURS - EXECUTIVE LEVEL (EL) EMPLOYEES</b></p>	<p><b>15.4 Time Off In Lieu (TOIL)</b></p>	<p><b>53. FLEXIBLE HOURS - EXECUTIVE LEVEL (EL) EMPLOYEES</b></p>

DIT	DRALGAS	Dept proposal
<p><b>19.1</b> EL employees will be required, as senior professionals responsible for delivering key work outputs, to work additional hours from time to time but, may, by agreement in advance with their supervisor, work flexible hours. The Department has employment procedures on working hours.</p> <p><b>19.2</b> EL employees are entitled to be absent from the workplace, including whole days off, under a flexible hours arrangement agreed with their supervisor.</p> <p><b>19.3</b> Flexible hours for EL employees are not based on an hour-for-hour recognition.</p>	<p>15.4.1 Executive Level employees do not have access to flex time and are not required to maintain a timesheet, however it is expected that Executive Level staff will manage workloads and hours worked appropriately. Executive Level employees have reasonable access to TOIL in recognition of the hours that may be required to be worked. Executive level employees performing duties after regular hours will receive adequate rest breaks.</p> <p>15.4.2 Approval of TOIL is subject to an arrangement between the employee and the employer. Reasonable time off for Executive Level employees is not provided on an hour for hour basis, but the TOIL arrangements are intended to provide Executive Level employees with fair and reasonable access to time off.</p> <p>15.4.3 Executive Level employees are not eligible for overtime payments except in exceptional circumstances as determined by the Secretary.</p> <p>15.4.4 An arrangement in regard to TOIL will be agreed between the employee and their manager and will be included in the employee's individual performance and development agreement.</p>	<p>53.1 EL employees (including EL employees working under a part-time arrangement) will be required, as senior professionals responsible for delivering key work outputs, to work reasonable additional hours from time to time but, may, by agreement in advance with their supervisor, work flexible hours.</p> <p>53.2 EL employees are entitled to be absent from the workplace, including whole days off, under a flexible hours arrangement agreed with their supervisor.</p> <p>53.3 Flexible hours for EL employees are not based on an hour-for-hour recognition of additional hours worked.</p>
<p><b>14 HOME BASED WORK (HBW)</b></p>	<p><b>15.9 Home based work</b></p>	<p><b>54. HOME BASED WORK</b></p>
<p><b>14.1</b> HBW is administered in accordance with departmental policy as varied from time to time in consultation with employees. Employees who wish to consider a HBW arrangement must first read the Department's employment procedures.</p> <p><b>14.2</b> Employees are entitled to apply for HBW and any such application will be considered favourably subject to operational requirements.</p>	<p>15.9.1 The Secretary may agree to an employee working from home. The Department will meet the cost of supplying and maintaining necessary equipment and materials. Whilst there is no prescribed time limit in this agreement, there will be a formal review of these arrangements on a quarterly basis between the employee and the Secretary.</p> <p>15.9.2 For work from home performed on an interim or short term basis the Department will not meet the costs related to an occasional afternoon or morning to suit one off events.</p> <p>15.9.3 All work from home arrangements will be subject to employees having a written record of approval from the relevant manager.</p> <p>15.9.4 Further information in relation to flexible work is located in the Department's flexible hours of work guidelines.</p>	<p>54.1 The Department's employment procedure sets out arrangements for Home Based Work.</p>
<p><b>K15 PUBLIC HOLIDAYS Basic Observance</b></p>	<p><b>16.21 Public holidays</b></p>	<p><b>55. PUBLIC HOLIDAYS</b></p>

DIT	DRALGAS	Dept proposal
<p><b>K15.1</b> Employees will be entitled to the following public holidays:</p> <ul style="list-style-type: none"> <li>• New Year's Day ( 1 January);</li> <li>• Australia Day (26 January);</li> <li>• Good Friday;</li> <li>• Easter Monday;</li> <li>• Anzac Day (25 April);</li> <li>• 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);</li> <li>• Christmas Day (25 December);</li> <li>• Boxing Day(26 December);</li> <li>• Any other day, or part-day, declared or prescribed by or under a law in 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 part- day, that is excluded by the Fair Work regulations from counting as a public holiday.</li> </ul>	<p>16.21.1 Employees will be entitled to the following public holidays:</p> <ul style="list-style-type: none"> <li>• New Year's Day (1 January);</li> <li>• Australia Day (26 January);</li> <li>• Good Friday;</li> <li>• Easter Monday;</li> <li>• Anzac Day (25 April);</li> <li>• 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);</li> <li>• Christmas Day (25 December);</li> <li>• Boxing Day (26 December);</li> </ul> <p>This also includes: 16.21.2 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.</p>	<p>55.1 Employees will be entitled to the following public holidays:</p> <ol style="list-style-type: none"> <li>a. New Year's Day ( 1 January);</li> <li>b. Australia Day (26 January);</li> <li>c. Good Friday;</li> <li>d. Easter Monday;</li> <li>e. Anzac Day (25 April);</li> <li>f. The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);</li> <li>g. Christmas Day (25 December);</li> <li>h. Boxing Day(26 December);</li> <li>i. Any other day, or part-day, declared or prescribed by or under a law in 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 part-day, that is excluded by the Fair Work regulations from counting as a public holiday.</li> </ol>
<p>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.</p>	<p>16.21.3 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.</p>	<p>55.2 If under a state or territory law, a day or part day is substituted for one of the public holidays listed in clause 55.1, then the substituted day or part day is the public holiday.</p>
<p>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.</p>	<p>16.21.4 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.</p>	<p>55.3 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.</p>
<p>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.</p>	<p>16.21.5 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.</p>	<p>55.4 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.</p>

DIT	DRALGAS	Dept proposal
Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid PCL) 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).	16.21.6 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).	55.5 Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid PCL) 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 LSL on half pay, payment is on half pay).
		55.6 If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate of pay if employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 55.1.
<p><b>K6 ANNUAL CLOSEDOWN</b></p> <p><b>K6.1</b> The Department's offices will be closed for normal business purposes during the period from 25 December to the first working day following the first day of January ('the Annual Closedown').</p>	<p><b>16.22 Christmas closedown</b></p> <p>16.22.1 The Department will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.</p>	<p><b>56. ANNUAL CLOSEDOWN</b></p> <p>56.1 The Department's offices will be closed for normal business purposes from 25 December and resume normal business on the first working day following the first day of January ('the Annual Closedown').</p>
<p><b>K6.2</b> Over the Annual Closedown, employees who work full-time are entitled to absent themselves for the working days during that period and record on their attendance record approved Closedown Leave. There will be no requirement to take Annual or flextime leave over this period. Employees who work part-time are entitled to credit themselves with the number of hours that they would have worked during the working days of approved Closedown Leave.</p>	<p>16.22.2 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, payment is on half pay) .</p> <p>16.22.3 There will be no deduction from Annual or Personal/carers leave credits for the closedown days.</p>	<p>56.2 Over the Annual Closedown, employees (other than shiftworkers) who work full-time are entitled to absent themselves for the ordinary working days (Monday to Friday) during that period and record on their attendance record approved Annual Closedown Leave. There will be no requirement to take Annual Leave or flextime leave over this period. Employees (other than shiftworkers) who work part-time are entitled to record the number of hours that they would have worked during the working days of approved Annual Closedown Leave.</p>
		56.3 A shiftworker will attend for any rostered shifts falling during the Annual Closedown, and will be paid for all ordinary hours worked in accordance with clause 65.2.
<p><b>K6.3</b> If an employee is recalled to duty to attend an emergency during a period of Closedown Leave, the employee is entitled to overtime in accordance with Section J.</p>	<p>16.22.4 Where an employee is recalled to work during the Christmas closedown period the employee will receive the equivalent amount of TOIL or Flex time.</p>	<p>56.4 If an employee is recalled to duty to attend an emergency during a period of Closedown Leave, the employee may be entitled to overtime.</p>
<p><b>G10 OVERSEAS DEPLOYMENT</b></p> <p><b>G10.1</b> Employees working overseas on official deployment will receive conditions consistent with the AusAID Whole of Government provisions for overseas deployments.</p>		<p><b>57. OVERSEAS POSTS</b></p> <p>57.1 The following policies provide additional terms and conditions that may apply to employees posted to a Departmental overseas post:</p> <ul style="list-style-type: none"> <li>a. DFAT Whole of Government overseas conditions; or</li> <li>b. The Department's Overseas Conditions of Service Manual.</li> </ul>
<p><b>SECTION J OVERTIME</b></p>		
<p><b>J1 OVERTIME</b></p>	<p><b>15.5 Overtime</b></p>	<p><b>58. OVERTIME</b></p>

DIT	DRALGAS	Dept proposal
<b>APS Level 1 - 6 Employees</b>		
<p><b>J1.1</b> APS Level 1 – 6 employees are entitled to overtime payment, or time off in lieu (TOIL), if their supervisor has directed that they perform additional duties, as follows:</p> <p>(a) if the day is a normal work day for the employee — payment of overtime or accrual of TOIL commences on the employee completing more than 7.5 hours duty in a single day (subject to a recall to duty in an emergency); or</p> <p>(b) if the day is not a normal work day — payment of overtime or accrual of TOIL will be for all hours worked.</p>	<p>15.5.2 Overtime, once directed, is work performed:</p> <ul style="list-style-type: none"> <li>outside the employee's ordinary span of work hours on a day between Monday to Friday</li> <li>within the ordinary span of hours of work hours, but outside the number of ordinary hours of work the employee would work on a day</li> <li>on a Saturday, Sunday or Public Holiday</li> </ul>	<p>58.1 APS Level 1 – 6 employees are entitled to overtime payment, if their supervisor has directed that they perform additional duties, as follows:</p> <p>a. if the day is a normal work day for the employee — payment of overtime commences on the employee completing more than 7.5 hours duty in a single day (subject to a recall to duty in an emergency); or</p> <p>b. if the day is not a normal work day — payment of overtime will be for all hours worked.</p>
<p><b>J1.2</b> Overtime will be payable and TOIL will accrue only to employees who do not have a flextime debit at the time of performing the additional duties. If an employee has a flextime debit and performs overtime, the flextime debit will be set-off at the same rate as the applicable overtime rate.</p>		<p>58.2 Overtime will be payable only to employees who do not have a flextime debit at the time of performing the additional duties. If an employee has a flextime debit and performs overtime, the flextime debit will be set-off at the same rate as the applicable overtime rate.</p>
<p><b>J1.3</b> APS Level 1 – 6 employees who are recalled to duty in an emergency at a time when they would normally not have been on duty will have the time taken to travel to and from emergency duty included in their overtime payment or TOIL accrual. In such cases, Motor Vehicle Allowance will also be payable if use of the employees' private vehicle for official duty has been approved. However, employees who commence normal work immediately after their emergency duty will be paid only for the inward journey.</p>		<p>58.3 APS Level 1 – 6 employees who are recalled to duty in an emergency at a time when they would normally not have been on duty will have the reasonable time taken to travel to and from emergency duty included in their overtime payment. In such cases, Motor Vehicle Allowance will also be payable if use of the employee's private vehicle for official duty has been approved. However, employees who commence normal work immediately after their emergency duty will be paid only for the inward journey.</p>
<p><b>Part-time Employees</b></p> <p><b>J1.4</b> APS Level 1 - 6 part-time employees who are directed to work outside their agreed daily hours for any particular day are entitled to overtime payments. However, if a regular pattern of overtime develops, the supervisor will discuss with the part-time employee the suitability of their hours of work.</p>		<p>58.4 APS Level 1 - 6 part-time employees who are directed to work outside their agreed daily hours for any particular day are entitled to overtime payments. ...</p>
<p><b>Executive Level 1 and 2 Employees</b></p> <p><b>J1.5</b> Executive Level 1 and 2 employees are not eligible for overtime payments except in exceptional circumstances as determined by the Secretary. Any overtime so paid must not include any payment of ARA as salary.</p>	<p>15.5.7 An EL employee who works directed overtime may agree with their manager to take an agreed period of TOIL in lieu of payment for overtime performed.</p>	<p>58.5 Executive Level 1 and 2 employees are not eligible for overtime payments except in exceptional circumstances as determined by the Secretary. Any overtime so paid must not include any payment of HDA as salary.</p>
	<p>15.5.1 Subject to section 62 of the <i>Fair Work Act 2009</i>, an employee may be directed to perform overtime. An employee may refuse to perform additional hours, for reasons including but not limited to where the hours are unreasonable, the employee's personal circumstances, amount of notice provided, health and safety or the nature of the employee's role.</p> <p>15.5.3 To qualify for overtime payments there must be:</p> <ul style="list-style-type: none"> <li>a direction given to the employee to perform the work before the work is performed; or</li> <li>if circumstances do not permit a direction to be given before the work is performed, a subsequent written directive or approval.</li> </ul>	
<b>Overtime Rates</b>		<b>59. OVERTIME RATES</b>
<p><b>J1.6</b> The rates payable for overtime are as follows:</p> <p>(a) <b>Monday to Sunday:</b> time and a half; and</p> <p>(b) <b>Public holidays:</b> single time for the first 7.5 hours (as an additional payment - employees already receive single time payment for public holidays) and double time after that.</p>	<p>15.5.4 An employee cannot claim flex time and also receive an overtime payment in respect of the same hours. An employee should have a break of least 8 hours between finishing the extra duty and commencing work again. The rates</p>	<p>59.1 The rates payable for overtime are as follows:</p> <p>a. <b>Monday to Sunday:</b> time and a half; and</p> <p>b. <b>Public holidays:</b> single time for the first 7.6 hours (as an additional payment - employees already receive single time</p>

DIT	DRALGAS	Dept proposal																																								
<p><b>J1.7</b> The rate of overtime includes any allowances being paid as salary.</p> <p><b>J1.8</b> Calculation of overtime will be rounded to the nearest quarter of an hour. The hourly rate of overtime payment is calculated according to the following formula:</p> <p><b>Time and a half rate</b></p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">Annual Salary</td> <td style="width: 3%; text-align: center;">x</td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;">6</td> <td style="width: 3%; text-align: center;">x</td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">313</td> <td></td> <td style="text-align: center;">37.5 hours</td> <td></td> <td style="text-align: center;">2</td> </tr> </table> <p><b>Double time rate</b></p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">Annual Salary</td> <td style="width: 3%; text-align: center;">x</td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;">6</td> <td style="width: 3%; text-align: center;">x</td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">313</td> <td></td> <td style="text-align: center;">37.5 hours</td> <td></td> <td style="text-align: center;">1</td> </tr> </table>	Annual Salary	x	6	x	3	313		37.5 hours		2	Annual Salary	x	6	x	2	313		37.5 hours		1	<p>payable for overtime are as follows:</p> <ul style="list-style-type: none"> <li>• Monday to Sunday – time and half; and</li> <li>• Public Holidays – double time and a half</li> </ul> <p>The rate of overtime includes any allowances being paid as salary. For the meaning of double time and a half refer to the Definitions section of the agreement.</p>	<p>payment for public holidays) and double time after that.</p> <p>59.2 The rate of overtime includes any allowances being paid as salary.</p> <p>59.3 Calculation of overtime will be rounded to the nearest quarter of an hour. The hourly rate of overtime payment is calculated according to the following formula:</p> <p><b>Time and a half rate</b></p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">Annual Salary</td> <td style="width: 3%; text-align: center;">x</td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;">6</td> <td style="width: 3%; text-align: center;">x</td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">313</td> <td></td> <td style="text-align: center;">37.5 hours</td> <td></td> <td style="text-align: center;">2</td> </tr> </table> <p><b>Double time rate</b></p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">Annual Salary</td> <td style="width: 3%; text-align: center;">x</td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;">6</td> <td style="width: 3%; text-align: center;">x</td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">313</td> <td></td> <td style="text-align: center;">37.5 hours</td> <td></td> <td style="text-align: center;">1</td> </tr> </table>	Annual Salary	x	6	x	3	313		37.5 hours		2	Annual Salary	x	6	x	2	313		37.5 hours		1
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	<p>15.5.5 An employee who is at home, not on call and is recalled to work with no notice is entitled to be paid for travel time to and from work for the event, as well as double time for the call out period they are required to be in attendance.</p>																																									
	<p>15.5.6 Overtime includes time spent travelling for APS1- 6 employees.</p>																																									
<p><b>Time Off in Lieu (TOIL)</b></p>		<p><b>60. TIME OFF IN LIEU (TOIL)</b></p>																																								
<p><b>J1.9</b> Employees may elect, with the agreement of their supervisor, to forego overtime payments and take the time worked as TOIL credit.</p>		<p>60.1 Employees may elect, with the agreement of their supervisor, to forego overtime payments and take the time worked as TOIL credit.</p>																																								
<p><b>J1.10</b> Time credited as TOIL will be at the same rate as the applicable overtime rate. TOIL in lieu of overtime payment for APS 1-6 level employees is separate to a flextime credit.</p>		<p>60.2 Time credited as TOIL will be at the same rate as the applicable overtime rate. TOIL in lieu of overtime payment for APS 1-6 level employees is separate to a flextime credit.</p>																																								
<p><b>I11 TRAVELLING (DOMESTIC)</b></p>		<p><b>61. TIME OFF IN LIEU OR OVERTIME (FOR DOMESTIC TRAVEL)</b></p>																																								
		<p>61.1 The Secretary may agree to an APS 1 – 6 level employee required to undertake domestic travel</p>																																								

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<p><b>I11.1</b> If an employee travelling domestically on official duty is required to work longer than 7.5 hours in a standard day, the employee may record the time spent travelling domestically out of hours as working hours excluding the usual time taken for the employee to travel to and from their regular place of work.</p>		<p>61.2 on a day the employee is normally on duty to record the time spent travelling in excess of 7.5 hours (excluding the usual time taken for the employee to travel to and from their regular place of work) as Time Off in Lieu at the relevant overtime rate or claim overtime.</p>												
<p><b>I11.2</b> If an APS 1-6 level employee is directed by their supervisor that they are required to travel domestically on a day the employee is not normally rostered for duty, the employee may record all of the actual time spent travelling domestically as working hours at the relevant overtime rate for the day that the employee is travelling or claim overtime.</p>		<p>61.3 The Secretary may agree to APS 1 – 6 level employee required to undertake domestic travel on a day the employee would not normally be on duty to record all time spent travelling as Time Off in Lieu at the relevant overtime rate or claim overtime.</p>												
<p><b>I11.3</b> This clause allows an employee and the employee's supervisor to agree to a local arrangement for time off in lieu (TOIL) to recognise domestic travel undertaken out of hours. TOIL for domestic travel for APS 1-6 level employees is separate to a flextime credit.</p>		<p>61.4 Time Off in Lieu (for domestic travel) is separate to a flextime credit.</p>												
<p><b>I11.4</b> Arrangements for flexible hours for EL employees are at Clause 17.</p>														
<p><b>SECTION M TRANSPORT SECURITY COORDINATION CENTRE</b></p>		<p><b>62. SHIFT WORK</b></p>												
<p><b>M2.1</b> An employee is a rostered shift worker if the employee is rostered on duty for a standard shift outside the period 6.30 am to 6.00 pm on any day of the week for a fixed period or on an ongoing basis.</p>		<p>62.1 An employee is a shiftworker if the employee is rostered on duty for a standard shift outside the period 6.30 am to 6.00 pm on any day of the week for a fixed period or on an ongoing basis.</p>												
<p><b>M6 ANNUALISED SHIFT ALLOWANCE (ASA)</b></p> <p><b>M6.1</b> An employee who is a rostered shift worker will be paid an Annualised Shift Allowance (ASA) in lieu of all other payments (including penalty rates) that would otherwise be paid for standard shift work, based on the following penalty rates:</p> <p><b>Morning and afternoon shifts - Monday to Friday</b> For ordinary duty performed on a shift, any part of which falls between 6 am and 6.30 pm</p> <p><b>15%</b></p> <p><b>Night shift - Monday to Friday</b> For ordinary duty performed, any part of which falls between the hours of</p>		<p>62.2 Shiftworkers will receive the following penalty rates calculated on the employee's base salary:</p> <table border="1" data-bbox="1875 1570 2507 1921"> <thead> <tr> <th>Rostered time of work</th> <th>Penalty rate</th> </tr> </thead> <tbody> <tr> <td>Work performed on a shift, any part of which falls between 6.00pm and 6.30am.</td> <td>15%</td> </tr> <tr> <td>Work performed continuously for a period exceeding 4 weeks on a shift falling wholly between 6:00pm and 8:00am</td> <td>30%</td> </tr> <tr> <td>Work performed on a Saturday</td> <td>50%</td> </tr> <tr> <td>Work performed on a Sunday</td> <td>100%</td> </tr> <tr> <td>Work performed on a public holiday</td> <td>150%</td> </tr> </tbody> </table>	Rostered time of work	Penalty rate	Work performed on a shift, any part of which falls between 6.00pm and 6.30am.	15%	Work performed continuously for a period exceeding 4 weeks on a shift falling wholly between 6:00pm and 8:00am	30%	Work performed on a Saturday	50%	Work performed on a Sunday	100%	Work performed on a public holiday	150%
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<p>7.30 pm and 5.30 am</p> <p><b>30%</b></p> <p><b>Saturday shifts</b> For ordinary duty performed on a shift between 12 midnight on a Friday night to 12 midnight on a Saturday night</p> <p><b>50%</b></p> <p><b>Sunday shifts</b> For ordinary duty performed on a shift between 12 midnight on a Saturday night to 12 midnight on a Sunday night</p> <p><b>100%</b></p> <p><b>Public Holiday shifts</b> For ordinary rostered duty performed on any part of a public holiday</p> <p><b>150%</b></p> <p>The rate of payment of ASA will be a percentage of the employee's base annual salary calculated on the basis of the employee's roster cycle to a total of 1,950 hours of work by the employee per annum. The calculation of ASA is based on the establishment of a shift roster for a defined period, the number and percentage of days and hours in the roster period that attract penalty rates, staff levels and an adjustment for annual leave, public holidays and Annual Closedown leave. The calculation of ASA is outlined in the employment procedure.</p> <p><b>M6.2</b> The rate of payment of ASA as a percentage of an employee's base annual salary may be varied in accordance with any variation in the employee's roster cycle in a calendar year.</p> <p><b>M6.3</b> ASA is in addition to the employee's base salary.</p> <p><b>M6.4</b> ASA is payable fortnightly.</p> <p><b>M6.5</b> ASA counts as salary for superannuation purposes.</p> <p><b>M6.6</b> An employee who is a rostered shift worker will be paid 50% of the shift allowance to which the employee would have been entitled if the employee had worked his or her standard shift cycle during the period of the employee's annual leave. The shift allowance will be rolled into the employee's ordinary rate of payment of ASA and paid as fortnightly ASA.</p> <p><b>M6.7</b> An employee who is a rostered shift worker is not entitled to flextime, Public Holiday leave, Public Service Holiday leave, and Annual (two day) Closedown leave, but is entitled to an ASA loading in lieu, which will be rolled into the employee's ordinary rate of payment of ASA and paid as fortnightly ASA. An employee who is employed as a rostered shift worker is not entitled to the salary loading payable pursuant to <b>sub clause F9.1</b>.</p> <p><b>M6.8</b> An employee who is a rostered shift worker is not entitled to payment of ASA when Long Service Leave (LSL) is taken.</p>		<p>62.3 An irregular or intermittent (casual) employee as defined in clause 19.1 who is also a shiftworker, will receive, for each shift, the higher of the penalty rates prescribed in clause 65.2 or the casual loading set out in clause 19.1.</p> <p>62.4 Penalty rates for shift work performed on a Saturday, Sunday or public holiday will be payable for any time worked after midnight on those days, including where the shift commenced the day before.</p> <p>62.5 An employee who is a shiftworker is not entitled to flextime.</p>
<p><b>M2</b>            <b>STANDARD SHIFT</b></p>		<p><b>63. SHIFT ROSTERS</b></p>

DIT	DRALGAS	Dept proposal
<p><b>M2.2</b> A standard shift includes not less than 15 minutes for handover and a 30 minute unpaid rest break as follows:</p> <p>(a) 12 hours and 15 minutes (paid as 11 hours 45 minutes); or</p> <p>(b) 8 hours and 30 minutes (paid as 8 hours), which may extend to 12 hours.</p>		<p>63.1 The Department may roster shiftworkers to work ordinary hours in shifts of the following duration:</p> <p>a. 12 hour, 15 minute shifts incorporating a 30 minute unpaid meal break;</p> <p>b. 8 hour, 30 minute shifts incorporating a 30 minute unpaid meal break;</p> <p>c. a combination of shifts of 12 hour, 15 minute shifts and 8 hour, 30 minute shifts; or</p> <p>d. such other pattern as agreed by the Department and the majority of affected employees.</p>
<p><b>M2.3</b> A standard shift cannot exceed 14 hours in total except in extraordinary circumstances. In this case, overtime will be paid at the rate of time and a half.</p>		<p>63.2 A standard shift cannot exceed 12 hours and 15 minutes.</p>
<p><b>M2.4</b> A standard shift may be either a day shift starting at 7:00 am and ending at 7.15 pm or a night shift starting at 7.00 pm and ending at 7.15 am. or a day shift starting at 6.00 am and ending at 6.15 pm or a night shift starting at 6.00pm and ending at 6.15 am.</p>		
<p><b>M2.5</b> Standard shift start and end times may be changed during the duration of this agreement with appropriate consultation amongst affected rostered shift workers.</p>		
<p><b>M3 SHIFT CYCLE</b></p> <p><b>M3.1</b> A shift cycle is an 8 or 9 day cycle comprising four 12 hour shifts, but no more than three 12 hour night shifts on each of four consecutive days, as the case requires, followed by four consecutive rostered days off.</p> <p><b>M3.2</b> An employee should not be rostered for more than one standard shift in each 24 hours, excluding any time involved in the regular changeover from shift to shift.</p> <p><b>M3.3</b> The shift cycle will provide:</p> <p>(a)for 8 hour shifts - not less than two days off after six consecutive standard shifts and three days off after seven consecutive standard shifts; and</p> <p>(b)for 12 hour shifts - not less than two days off which may extend to three days after four consecutive standard shifts, and not less than three days off after five consecutive standard shifts.</p>		
<p><b>M4 ROSTER CYCLE</b></p> <p><b>M4.1</b> A roster cycle is the pattern of 8 or 9 day shift cycles necessary for the Centre to operate 24 hours a day for 7 days of the week during the calendar year, as will enable each Coordination Centre employee to work 37.5 hours per week within each roster cycle to a total of 1950 hours of work per annum. The duration of a shift may be varied from 12 hours to</p>		

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less than 12 hours as an adjustment to the standard shift to enable a shift worker to work 37.5 hours per week within a roster cycle to a total of 1950 hours of work per annum.											
<p><b>M9 EXCHANGE OF ROSTERED SHIFT OR ROSTERED DAY OFF</b></p> <p><b>M9.1</b> An employee who is a rostered shift worker may exchange the employee's rostered shift or rostered days off with another shift worker by mutual agreement and with the consent of the Secretary, provided the exchange does not give any employee an entitlement to an overtime payment.</p>		<p>63.1 An employee who is a shiftworker may exchange the employee's rostered shift or rostered days off with another shiftworker by mutual agreement and with the consent of the Secretary, provided the exchange does not give any employee an entitlement to an overtime payment.</p>									
<p><b>M10 NOTICE OF ANY CHANGE TO THE SHIFT ROSTER</b></p> <p><b>M10.1</b> An employee who is required by the Secretary to change the employee's rostered hours of duty will be given a minimum of seven days notice of the change.</p>		<p>63.2 An employee who is required by the Secretary to change the employee's rostered hours of duty will be given a minimum of seven days' notice of the change.</p>									
<p><b>M10.2</b> If seven days notice is not given, the employee will be paid overtime for that part of the shift that is outside the previous rostered hours of duty until the notice period has expired.</p>		<p>63.3 If seven days' notice is not given, the employee will be paid overtime for that part of the shift that is outside the previous rostered hours of duty until the notice period has expired.</p>									
<p><b>M10.3</b> If the failure to give seven days notice is the result of another employee's illness or otherwise unanticipated absence, the Secretary and the employee may come to an agreement where the employee will be rostered off on an alternative day within the roster cycle. Should an alternative day not be available within the current cycle then overtime will be paid at the rate of time and a half, except for Saturdays, Sundays and Public Holidays when the shift worker will be paid at the rate of double time.</p>		<p>63.4 If the failure to give seven days' notice is the result of another employee's illness or otherwise unanticipated absence, the Secretary and the employee may come to an agreement where the employee will be rostered off on an alternative day within the roster cycle. Should an alternative day not be available within the current cycle then overtime will be paid at the rate of time and a half, except for Saturdays, Sundays and Public Holidays when the shiftworker will be paid at the rate of double time.</p>									
<p><b>M5 REST BREAKS</b></p>		<p><b>64. REST BREAKS</b></p>									
<p><b>M5.1</b> An employee who is a rostered shift worker is entitled to two paid and one unpaid rest break during a standard shift of 12 hours as follows:</p> <p>(a)one paid rest break of not less than 20 minutes to be taken not later than 4 hours after commencement of the shift; and</p> <p>(b)one unpaid rest break of not less than 30 minutes to be taken not later than 6 hours after commencement of the shift; and</p> <p>(c)one paid rest break of not less than 20 minutes to be taken not later than 11 hours after commencement of the shift.</p>		<p>64.1 An employee who is a shiftworker is entitled to paid and unpaid rest breaks as follows:</p> <table border="1" data-bbox="1872 1398 2466 1938"> <thead> <tr> <th data-bbox="1872 1398 2000 1497">Length of shift</th> <th data-bbox="2000 1398 2347 1497">Rest breaks</th> <th data-bbox="2347 1398 2466 1497">Paid/Unpaid</th> </tr> </thead> <tbody> <tr> <td data-bbox="1872 1497 2000 1801">8 hours, 30 minutes</td> <td data-bbox="2000 1497 2347 1801">Not less than 30 minutes taken not later than 5 hours after commencement of shift  Where the shift exceeds 10 hours, the employee will be provided with an additional break of 30 minutes provided that work will continue after the break is taken.</td> <td data-bbox="2347 1497 2466 1801">Unpaid</td> </tr> <tr> <td data-bbox="1872 1801 2000 1938">12 hours, 15 minutes</td> <td data-bbox="2000 1801 2347 1938">Not less than 20 minutes taken not later than 4 hours after commencement of shift</td> <td data-bbox="2347 1801 2466 1938">Paid (and counted as time worked)</td> </tr> </tbody> </table>	Length of shift	Rest breaks	Paid/Unpaid	8 hours, 30 minutes	Not less than 30 minutes taken not later than 5 hours after commencement of shift  Where the shift exceeds 10 hours, the employee will be provided with an additional break of 30 minutes provided that work will continue after the break is taken.	Unpaid	12 hours, 15 minutes	Not less than 20 minutes taken not later than 4 hours after commencement of shift	Paid (and counted as time worked)
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Not less than 30 minutes taken not later than 5 hours after commencement of shift	Unpaid						
Not less than 20 minutes taken not later than 11 hours after commencement of shift	Paid (and counted as time worked)						
<p><b>M5.2</b> An employee who is a rostered shift worker is entitled to a break of at least eight consecutive hours off duty plus reasonable travelling time in the 24 hours preceding the start of the employee's next standard shift.</p>		64.2	An employee who is a shiftworker is entitled to a break of at least eight consecutive hours off duty plus reasonable travelling time preceding the start of the employee's next shift.				
<p><b>M5.3</b> A rostered shift worker may be directed by the Secretary to resume or continue duty without having had eight consecutive hours off duty plus reasonable travelling time in extraordinary circumstances. In this case, the employee will be paid at the rate of double time for the time so worked until the required rest break occurs.</p>		64.3	A shiftworker may be directed by the Secretary to resume or continue duty without having had eight consecutive hours off duty plus reasonable travelling time. In this case, the employee will be paid at the rate of double time for the time so worked until the required rest break occurs.				
<p><b>M5.4</b> Rest breaks do not apply to overtime worked in extraordinary circumstances unless the actual time worked (excluding travelling time) is a minimum of three hours on each such occasion.</p>		64.4	Rest breaks do not apply to overtime worked unless the actual time worked (excluding reasonable travel time) is a minimum of three hours on each such occasion.				
<p><b>M5.5</b> A roster cycle will provide for a minimum of eight consecutive days off duty where no shifts are to be performed, other than with the mutual consent of the Secretary and the employee, to assist fatigue reduction.</p>							
<p><b>M7 EXTRA DUTY — OVERTIME</b></p>		65. EXTRA DUTY — OVERTIME					
<p><b>M7.1</b> An employee who is a rostered shift worker is entitled to overtime for extra duty performed on any day outside the employee's rostered hours of duty on that day but the amount of extra duty cannot exceed 120 minutes in each 24 hour cycle except in extraordinary circumstances.</p>		65.1	An employee who is a rostered shiftworker is entitled to overtime for extra duty performed on any day outside the employee's rostered hours of duty on that day but the amount of extra duty will not exceed 120 minutes in each 24 hour cycle.				
<p><b>M7.2</b> An employee who is a rostered shift worker may be rostered for an overtime standard shift on not more than one of the employee's rostered days off.</p>		65.2	An employee who is a shiftworker may be rostered for an overtime standard shift on not more than one of the employee's rostered days off.				
<p><b>M7.3</b> A rostered shift worker who is required to attend a meeting either before commencing or after concluding his or her shift will be paid overtime for the period of time during which the shift worker attends the meeting.</p>		65.3	A shiftworker who is required to attend a meeting either before commencing or after concluding his or her shift will be paid overtime for the period of time during which the shiftworker attends the meeting.				

DIT	DRALGAS	Dept proposal
<p><b>M7.4</b> A rostered shift worker who is required to attend the TSCC on a rostered day off will be paid overtime for a period of time of not less than three hours at the rate of time and a half, except for Saturdays, Sundays and Public Holidays when the shift worker will be paid at the rate of double time.</p>		<p>65.4 A shiftworker who is required to attend work on a rostered day off will be paid overtime for a period of time of not less than three hours at the rate of time and a half, except for Saturdays and Sundays when the shiftworker will be paid at the rate of double time.</p>
		<p>65.5 The shift penalty rates set out in clause 65.2 are not payable for overtime hours worked by a shiftworker.</p>
		<p><b>66. PUBLIC HOLIDAYS – SHIFTWORKERS</b></p> <p>66.1 Where a public holiday falls on a day that is a shiftworker’s rostered day off, the shiftworker is entitled to be paid for the day absence as if that day was not a public holiday.</p> <p>66.2 Where a public holiday falls on a day that a shiftworker is rostered to work, the employee is entitled to public holiday shift penalty set out in clause 65.2.</p> <p>66.3 A rostered shiftworker will be paid double time for:</p> <ul style="list-style-type: none"> <li>a. all work performed on a public holiday that is also the shiftworker’s rostered day off; and</li> <li>b. all overtime worked on a public holiday.</li> </ul> <p>66.4 For the purposes of this subsection 66, each of the ordinary working days (Monday to Friday) during the Annual Closedown will be treated as public holidays.</p>
<p><b>M8 LEAVE</b></p>		<p><b>67. LEAVE</b></p>
<p><b>M8.1</b> An employee who is a rostered shift worker is entitled to apply for PCL on the basis that one day of PCL is equivalent to 12 hours of rostered shift duty. If the period of PCL is less than 12 hours of rostered shift duty, the amount of PCL that may be granted will be on an hour for hour basis.</p>		<p>67.1 An employee who is a shiftworker is entitled to apply for PCL on the basis that one day of PCL is equivalent to the duration of the rostered shift. If the period of PCL is less than the rostered shift, the amount of PCL that may be granted will be on an hour for hour basis.</p>
<p><b>M8.2</b> The primary Annual Leave entitlement of 150 hours per annum accrues daily and will be recorded in hours and minutes.</p>		<p>67.2 The primary Annual Leave entitlement of 150 hours per annum will accrue daily and be credited monthly in arrears, in hours and minutes.</p>
<p><b>M8.3</b> An employee who is a rostered shift worker is entitled to apply for Annual Leave on the basis that one day of Annual Leave is equivalent to one standard rostered shift. If the period of Annual Leave is less than 7 hours 30 minutes of rostered shift duty, the amount of Annual Leave that may be granted will be on an hour for hour basis.</p>		<p>67.3 During a period of Annual Leave, a shiftworker will be paid the employee's base rate of pay for the ordinary hours that would otherwise be worked by the employee during that period. The employee's base rate of pay includes any allowances in the nature of salary, and excludes shift penalties and other loadings. The employee's leave balance will be reduced by the number of ordinary hours that would otherwise be worked by the employee during that period</p>

DIT	DRALGAS	Dept proposal
<p><b>M8.4</b> An employee who is a rostered shift worker is entitled to an additional half day's paid leave for each Sunday and Public Holiday on which the employee is rostered, but the period of additional leave to which the employee is entitled cannot exceed a total of five days in each calendar year. For the purposes of this clause, a rostered shift of not less than three hours which starts or ends on a Sunday is a rostered Sunday shift.</p>		<p>67.4 An employee who is a shiftworker is entitled to an additional 3.75 hours of paid leave for each Sunday and Public Holiday on which the employee is rostered, but the period of additional leave to which the employee is entitled cannot exceed a total of 37.5 hours in each calendar year. For the purposes of this clause, a rostered shift of not less than three hours which starts or ends on a Sunday is a rostered Sunday shift.</p>
<p><b>M8.5</b> Annual Leave equivalent to more than two year's annual leave entitlement may not be accrued by an employee who is a rostered shift worker unless operational requirements so allow.</p>		<p>67.5 If an employee has accumulated:</p> <ul style="list-style-type: none"> <li>a. more than eight weeks of Annual Leave, in the case of an employee not entitled to additional leave under clause 70.4; or</li> <li>b. more than ten weeks of Annual Leave, in the case of an employee entitled to additional Annual Leave under clause 70.4,</li> </ul> <p>the Secretary may direct an employee to take paid Annual Leave to reduce the employee's Annual Leave balance to eight weeks or 10 weeks (as applicable).</p> <p>67.6 The Department will provide the employee with at least one month's notice prior to the date the employee is required to commence the leave.</p>
<p><b>M11 ADDITIONAL RESPONSIBILITY ALLOWANCE</b></p> <p><b>M11.1</b> Pursuant to clause G2, and in recognition of the nature of the work of the TSCC, Additional Responsibility Allowance (ARA) is paid in addition to ASA to rostered shift workers. This is where a rostered shift worker temporarily performs the duties of a classification for which the performance expectations differ from that of the performance expectations of the rostered shift worker's usual classification. Where a rostered shift worker is subject to the conditions of the higher classification they will be paid ARA for each shift that this is required of them.</p>		
<p><b>M14 DEFINITION OF EXTRAORDINARY CIRCUMSTANCES</b></p> <p><b>M14.1</b> In this Section M, extraordinary circumstances include (but are not limited to) any event or incident involving a heightened level of security alert, or any circumstances of national emergency.</p>		
<p><b>M1 APPLICATION</b></p>		<p><b>68. APPLICATION</b></p>
<p><b>M1.1</b> This Section M applies to employees in the Department who are rostered shift workers in the Transport Security Coordination Centre (TSCC).</p>		

DIT	DRALGAS	Dept proposal
<p><b>M1.2</b> In the event of any inconsistency between the provisions of this Section M and any other provision in the agreement, the former prevails and the latter is of no effect to the extent of the inconsistency.</p>		<p>68.1 In the event of any inconsistency between shift work provisions and any other provision in the agreement, the former prevails and the latter is of no effect to the extent of the inconsistency.</p>
<p><b>M1.3</b> The Department's employment procedures (linked) for rostered shift workers in the TSCC also sets out arrangements for employees in the TSCC.</p>		
<p><b>SECTION B ACHIEVING RESULTS THROUGH PEOPLE</b></p>		<p><b>PERFORMANCE MANAGEMENT</b></p>
<p>B5 <b>MANAGING INDIVIDUAL PERFORMANCE</b></p>	<p>10 PERFORMANCE AND DEVELOPMENT</p>	<p><b>69. MANAGING INDIVIDUAL PERFORMANCE</b></p>
<p>B5.2 Individual performance management is an important way of improving personal performance, recognising personal achievement and meeting the Department's objectives. All employees including supervisors are expected to participate in regular, interactive and constructive two-way feedback in accordance with the Department's guidelines and policies.</p> <p>B5.3 The Department recognises the importance of supporting the development of employees. The performance management framework is designed to support employees having the necessary skills and capabilities to deliver against their individual performance expectations and to progress their career within the Department and the APS.</p> <p>B5.4 As part of the six monthly performance management exchanges in November and May each year, employees and their managers will discuss, agree and identify upcoming learning and development opportunities for the employee. Identified learning and development needs will be recorded on the employee's development on a page (DoP).</p> <p>B5.5 Where a learning and development opportunity is agreed, the manager and employee will take reasonable steps to ensure the employee is able to access the identified opportunity.</p> <p>B5.6 The Department aims to improve its individual performance management system during the life of this Agreement by:</p> <p>(a) Providing increased clarity around performance requirements; and</p> <p>(b) Better articulating the expected outcomes and key performance indicators for employees, which will be aligned with the Department's business plans.</p>	<p>10.1 Individual performance and development agreements provide a framework for managers and employees to discuss and establish individual performance expectations that align with the Department's goals and objectives.</p> <p>10.2 Effective performance management is critical to enable employees to understand their role and responsibilities and how they assist the Department to achieve its goals and objectives.</p> <p>10.3 Individual performance and development will be based on a 'no surprises' principle that includes formal 6 monthly reviews and ongoing, meaningful informal dialogue between the supervisor and employee.</p> <p>10.4 Effective performance management assists the Department and the employee to:</p> <ul style="list-style-type: none"> <li>• support the achievement of organisational goals and objectives;</li> <li>• discuss and set performance goals and assess performance against these goals and objectives;</li> <li>• recognise and reward employees for their performance and achievement at work;</li> <li>• support and identify the ongoing learning and capability development needs of employees; and</li> <li>• effectively identify and manage underperformance.</li> </ul> <p>10.5 The Department is committed to effective leadership and people management. An upwards performance management appraisal will form part of the overall performance appraisal for all Executive level staff with responsibilities for people management. The intention of upwards appraisal is to identify individual capability development requirements in relation to people management.</p> <p>10.6 An employee's individual performance and development agreement will be agreed between individual employees and their supervisor. It will require that both parties commit to the actions in the individual performance and development agreement. It will include the key tasks, objectives and behaviours for each role.</p> <p>10.7 The individual performance and development agreement will include an individualised plan for learning and development agreed between each employee and their manager.</p>	

DIT	DRALGAS	Dept proposal
<p>B5.1 The Department's employment procedures set out how individual performance is managed.</p> <p>B5.7 There is an obligation for all employees including supervisors to participate fully in the Department's individual performance management system.</p> <p>B5.9 In addition to the Department's work level standards, detailed advice on performance standards and on how performance will be fairly assessed will be set out in the Department's employment procedures.</p>	<p>10.8 Participation</p> <p>10.8.1 All employees are required to have an individual performance and development agreement. Details are set out in the individual performance and development guidelines.</p>	<p>69.1 Employees are required to participate in the Department's performance management processes as provided by the Performance Management employment procedure.</p>
<p>Performance Standards</p> <p>B5.8 As part of the of six monthly performance management exchanges in November and May each year, each employee will be assessed against the following performance standards:</p> <p>(a) "exceeds expectations" – based on the "plan-on-a-page" and the Department's work level standards, the employee has clearly and consistently demonstrated superior overall performance and made significant contributions, exceeding the performance standards for the job. Objectives not met were due to circumstances beyond the individual's control;</p> <p>(b) "effective" – based on the "plan-on-a-page" and the Department's work level standards, the employee has consistently demonstrated effective performance and met the performance standards for the job. Objectives not met were due to circumstances beyond the individual's control; or</p> <p>(c) "requires development" – based on the "plan-on-a-page" and the Department's work level standards the employee requires further development in order to meet the performance standards for the job.</p>		<p>69.2 As part of six monthly performance management exchanges, each employee will be assessed against the following performance standards:</p> <p>a. <b>Exceeds expectations</b> – based on the myPerformance plan and the APS Work Level Standards, the employee has clearly and consistently demonstrated superior overall performance and made significant contributions, exceeding the performance standards for their level and meets several of the required performance standards of the next level up. Objectives not met were due to circumstances beyond the individual's control;</p> <p>b. <b>Effective</b> – based on the myPerformance plan and the APS Work Level Standards, the employee has consistently demonstrated effective performance and met the performance standards for their level. Objectives not met were due to circumstances beyond the individual's control;</p> <p>c. <b>Developmental</b> – based on the myPerformance plan and the APS Work Level Standards, the employee has generally demonstrated only some of the relevant capabilities and performance standards expected for their level;</p> <p>d. <b>Unsatisfactory</b> – based on the myPerformance plan and the APS Work Level Standards, the employee has not demonstrated the relevant capabilities and performance standards expected for their level.</p>
<p>B5.10 The Department will consult with employees through the DCC in relation to any proposed amendments to the Department's employment procedures concerning performance standards and assessment of performance standards and the Department's work level standards.</p>		
<p>B6 <b>MANAGING UNDERPERFORMANCE</b></p>	<p>10.9 Under performance</p>	

DIT	DRALGAS	Dept proposal
<p>B6.1 The Department's employment procedures set out how underperformance is managed.</p>	<p>10.9.1 Where under performance is identified, the Department will work with affected employees and their managers to attain and sustain the performance standards required. If the employee's performance remains unsatisfactory possible actions include reduction in classification, reassignment of duties or termination of employment.</p> <p>10.9.2 Where underperformance is identified, the supervisor and the employee will establish a written plan with short term goals to address the identified underperformance. The plan will be for no less than 3 months and no longer than 6 months.</p> <p>10.9.3 Supervisors will endeavour to ensure that underperformance is identified early. The supervisor's manager and the Director of People, Development and Performance must be advised and provided a copy of the written plan.</p> <p>10.9.4 Underperformance processes are not intended to be punitive. The intention is to support an employee using learning and development as a means to improve performance. An employee is able to be represented, where they choose, by a union or another person.</p> <p>10.9.5 The Department will ensure that underperformance is managed in accordance with procedural fairness and the principles of natural justice.</p> <p>10.9.6 At the end of the period identified in Clause 10.9.2 where an employee's performance has not reached the required level, the relevant supervisor will inform the Secretary and make a recommendation as to the appropriate action. If, in the supervisor's view an employee's performance reaches a satisfactory level prior to the conclusion of the appraisal period the underperformance procedures will end.</p> <p>10.9.7 If an employee's performance remains unsatisfactory, the Secretary will write to the employee asking the employee to show cause, within seven days, why further action should not be taken. The Secretary will consider any cause shown by the employee when considering the appropriate action(s) to be taken.</p>	<p>69.3 Where an employee is rated as "Unsatisfactory", the employee's performance will be managed under a performance management process. The Department's Managing Underperformance employment procedure sets out how underperformance is managed.</p>
<p>B5.6 The Department aims to improve its individual performance management system during the life of this Agreement by:</p> <p>(a) providing increased clarity around performance requirements; and</p> <p>(b) better articulating the expected outcomes and key performance indicators for employees, which will be aligned with the Department's business plans.</p>	<p>10.11.1 Review of Performance and Development arrangements</p> <p>10.11.1 The Department will review performance and development arrangements at the completion of the first performance cycle under this agreement. Any changes to individual performance and development policy and guidelines will be the subject of consultation as outlined in clause 18.</p>	
<p>B2 <b>STUDY ASSISTANCE</b></p>	<p>10.10 Study leave and assistance</p>	<p><b>70. STUDY ASSISTANCE</b></p>

DIT	DRALGAS	Dept proposal
<p>B2.1 In the context of developing employees to achieve the Department's objectives and to improve performance, the Department encourages employees to undertake tertiary, professional or technical study.</p> <p>B2.2 Financial assistance may be approved by the appropriate delegate for any or all of the following items in accordance with the Department's study assistance employment procedure:</p> <ul style="list-style-type: none"> <li>(a) the amount of the discounted up-front fee for Commonwealth supported places, or up to 100% of other course/tuition fees (if no discount is available);</li> <li>(b) compulsory administrative fees (if any) imposed by the educational, technical or professional institution;</li> <li>(c) the accommodation and travel costs of compulsory residential programs for external students; and</li> <li>(d) any other compulsory costs if, in the opinion of the Secretary, non-payment would hinder a student's ability to complete an approved course of study satisfactorily.</li> </ul> <p>B2.3 The Secretary may approve up to eight hours paid leave per week to enable an employee to travel to and attend lectures.</p>	<p>10.10.1 The Secretary may grant leave of absence or financial assistance to an employee for the purpose of study relevant to employment in the Department. Employees already receiving studies assistance will be able to continue on their existing arrangements for study assistance. For more information about studies assistance, employees should consult the studies policy and guidelines.</p>	<p>70.1 Financial assistance, travel, accommodation and study leave may be approved by the Secretary in accordance with the Department's Study Assistance employment procedure.</p>
<p>B2.4 If an employee voluntarily leaves the Department (and not due to extenuating circumstances such as, but not restricted to and on a case-by-case basis, illness, redeployment, retrenchment or redundancy), or has their employment terminated due to misconduct within 12 months of the date of the financial assistance, the Department may seek reimbursement of the financial assistance paid during this period.</p>		<p>70.2 If an employee voluntarily leaves the Department (and not due to extenuating circumstances such as, but not restricted to and on a case-by-case basis, illness, redeployment, retrenchment or redundancy), or has their employment terminated due to misconduct within 12 months of the date of the financial assistance, the Department may seek reimbursement of the financial assistance paid during this period.</p>
<p><b>D2 OCCUPATIONAL HEALTH AND SAFETY</b></p>	<p>22 A SAFE AND COHESIVE WORKPLACE</p>	<p><b>71. HEALTH AND SUPPORT</b></p>

DIT	DRALGAS	Dept proposal
<p><b>D2.1</b> The Department is committed to providing a safe and rewarding workplace where all employees, and in particular managers, are responsible for promoting a work environment that is free from bullying and harassment.</p> <p><b>D2.2</b> The Department and its employees agree that they will work together to promote and maintain a safe workplace and work environment, that is free from bullying, harassment, excessive workload and unsafe hours. Bullying and harassment has the potential to undermine morale and productivity, and if not dealt with, can affect the well being and performance of individuals and their work units and the Department will take prompt action to address concerns about bullying and harassment.</p> <p><b>D2.3</b> OH&amp;S and protection from bullying and harassment are to be facilitated by appropriate measures including Health and Safety Management Arrangements (HSMA's), OH&amp;S policies, OH&amp;S Committee maintenance and an agreement with employee representatives under sub-section 16(3)(c) of the OHS Act, with any disputes being dealt with under the terms of this Agreement.</p>	<p>22.1 Harassment, bullying and discrimination are unacceptable in the Department and contrary to the APS Values and Code of Conduct. The Department is committed to providing a fair, flexible, safe and rewarding workplace, where all employees are responsible for promoting a work environment free from harassment, bullying or discrimination.</p> <p>22.2 Managers and supervisors have particular responsibilities for implementing the Department's policy, being alert to diversity issues in the workplace and taking timely action in response to reported or observed harassment, bullying or discrimination.</p> <p>22.3 The Department recognises that a healthy and safe workplace is an essential component of a professional, productive and supportive work environment and is committed to continually improving its Occupational Health and Safety performance with its employees.</p> <p>22.4 The Department will investigate the possibilities, where practicable, for facilities to allow an employee with child caring responsibilities to perform their duties in the workplace on a needs basis.</p>	
<p><b>D2.4</b> The Department will:</p> <ul style="list-style-type: none"> <li>(a) conduct and maintain a health and wellbeing program;</li> <li>(b) develop and promote programs that facilitate employee awareness of, and dealing with, bullying and harassment in the workplace;</li> <li>(c) monitor OH&amp;S issues and make available funding within budget for activities which address prevailing OH&amp;S issues including, for example, personal protective equipment;</li> <li>(d) make available annual influenza vaccinations to all employees;</li> <li>(e) provide access by employees and their families to the Employee Assistance Program; and</li> <li>(f) provide access to specialist critical incident stress debriefing to employees as required.</li> </ul>	<p>22.5 The Department will provide access to flu shots and the Employee Assistance Program (EAP). During the life of the agreement the Department will develop additional measures to promote staff health.</p>	<p>71.1 The Department will:</p> <ul style="list-style-type: none"> <li>a. conduct and maintain a health and wellbeing program;</li> <li>b. make available annual influenza vaccinations to all employees;</li> <li>c. provide access by employees and their families to the Employee Assistance Program; and</li> <li>d. provide access to specialist critical incident stress debriefing to employees as required.</li> </ul>
<p><b>D2.5</b> The Department will continue to provide appropriate numbers of Fire and Building Wardens, First Aid Officers, first aid kits and carer's rooms.</p>		

DIT	DRALGAS	Dept proposal
<b>SECTION K LEAVE</b>	<b>16 LEAVE</b>	<b>LEAVE</b>
<p><b>K1 INTRODUCTION</b></p> <p><b>K1.1</b> There are nine types of leave:</p> <p>(a) Personal Circumstances Leave (PCL);            (b) Annual Leave (AL);            (c) Purchased Leave;            (d) Other Leave (OL);            (e) Maternity Leave (ML);            (f) Adoption Leave;            (g) Foster Carers Leave            (h) Parental Leave;            (i) Long Service Leave (LSL); and            (j) Defence Reserve Leave.</p> <p><b>K1.2</b> Departmental employment procedures are available to assist employees and their supervisors to make effective use of all aspects of these leave types.</p> <p><b>K1.3</b> Absence due to long-term illness will be managed in accordance with the Department's employment procedures.</p> <p><b>K1.4</b> Arrangements under this Section K must be discussed between supervisors and employees to settle individual leave requirements in terms of the operational requirements of the Department.</p> <p><b>K1.5</b> Under this Section K, provision is also made in the Department for the Annual Closedown and for public holidays.</p>		
<b>K2 GENERAL</b>		<b>72. GENERAL</b>
<p><b>K2.1</b> Leave may only be taken with the approval of the Secretary (or the appropriate delegate).</p>		<p>72.1 Leave may only be taken with the approval of the Secretary.</p>
<p><b>K2.2</b> For leave purposes, a standard day is one involving standard hours of work of 7.5 hours per day (Monday to Friday), within the bandwidth of 7.00am to 7.00pm.</p> <p><b>K2.3</b> If a full-time employee takes any form of leave for an entire day on which the employee would normally work, a standard day will be debited from the employee's applicable leave balance, except for LSL under the LSL Act, in which case a standard day will be deducted for each calendar day taken.</p>		<p>72.2 This clause 73.2 applies to employees other than shiftworkers. When an employee is on leave (other than LSL), the employee's leave balance will be reduced by the number of hours the employee would have worked on that day.            Note: Subsection 70 sets out the arrangements for shiftworkers.</p>

DIT	DRALGAS	Dept proposal
<p><b>K2.4</b> Where an employee joins the Department on or after the commencement date from an employer staffed under the PS Act, the <a href="#">Parliamentary Service Act 1999</a>, from the ACT Government Service, accrued annual leave and personal/carer's leave (however described) will be transferred, provided there is no break in continuity of service.</p>	<p><b>16.1 Portability of leave</b>            16.1.1 Where an employee moves (including on promotion or for an agreed period) from another Department 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.            16.1.2 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.            16.1.3 For the purposes of this clause:            • 'APS employee' has the same meaning as in the <i>Public Service Act 1999</i>            • 'Parliamentary Service' refers to employment under the Parliamentary Service Act 1999</p>	<p>72.3 Where an employee joins the Department on or after the commencement date from an employer staffed under the PS Act, the <a href="#">Parliamentary Service Act 1999</a>, from the ACT Government Service, accrued Annual Leave and personal/carer's leave (however described) will be transferred, provided there is no break in continuity of service.</p>
<p><b>K3 MACHINERY OF GOVERNMENT CHANGES</b></p> <p><b>K3.1</b> The accrued leave entitlements of employees transferred to the Department under a Machinery of Government change will be considered on a case-by-case basis to ensure they suffer no disadvantage as a result of the transfer.</p>		
<p><b>K5 ANNUAL LEAVE</b></p>	<p><b>16.2 Annual leave</b></p>	<p><b>73. ANNUAL LEAVE</b></p>
<p><b>K5.1</b> Annual leave is important to enable employees to refresh, recharge and be ready to resume productive work.</p>		
<p><b>Annual Leave Entitlement</b></p> <p><b>K5.2</b> The primary Annual Leave entitlement will accrue as 150 hours per annum.</p>	<p>16.2.1 An employee is entitled to 4 weeks annual leave in accordance with the National Employment Standards (NES). A shift worker regularly working Sundays and Public holidays is entitled to 5 weeks annual leave. The Secretary will not unreasonably refuse to approve a request by an employee to take annual leave.</p>	<p>73.1 A full-time employee is entitled to 150 hours of paid Annual Leave per annum.</p>
<p><b>K5.4</b> Annual Leave accrues daily and will be credited monthly once the employee has completed 30 calendar days service.</p> <p><b>K5.5</b> Annual Leave will be calculated in accordance with the following formula:</p> <p><b>(A X B X C)/D</b></p> <p>Where:</p> <p><b>A</b> = Standard number of hours per week for period  <b>B</b> = Number of calendar days to count as service in period  <b>C</b> = a basic Annual Leave credit of 4 weeks  <b>D</b> = Number of calendar days in the year</p>		<p>73.2 Annual Leave will accrue daily and be credited monthly in arrears, in hours and minutes. Annual Leave will not accrue during any period of leave that does not count as service (including unauthorised absence). The crediting of Annual Leave monthly in arrears will not limit the employee's access to use this leave as it accrues.</p>

DIT	DRALGAS	Dept proposal
<b>K5.3</b> Annual Leave counts as service for all purposes.	16.2.2 Annual leave counts as service for all purposes. Annual leave accrues progressively and accumulates from year to year.	73.3 Annual Leave counts as service for all purposes.
<b>K5.7</b> Annual Leave will not generally be paid in advance and in any case not be advanced across two financial years.		73.4 Annual Leave will not generally be paid in advance and in any case not be advanced across two financial years.
<b>K5.8</b> Annual Leave will be taken at a time agreed between the employee and the employee's supervisor.		73.5 Annual Leave will be taken at a time agreed between the employee and the employee's supervisor.
<b>K5.6</b> Annual Leave may be taken at either full-pay or half-pay.	16.2.3 An employee with 40 days or less of accrued annual leave credit may take some or all of his or her annual leave on half pay, subject to approval. A minimum of 5 consecutive days must be taken to access leave at half pay.	73.6 Annual Leave may be taken at either full-pay or half-pay.
<b>K5.9</b> Approved annual leave may be cancelled and recredited where an employee makes application and their supervisor agrees that special circumstances warrant this.		73.7 Approved Annual Leave may be cancelled and recredited where an employee makes application and the Secretary agrees that special circumstances warrant this.
<p><b>Conversion of Annual Leave and LSL to PCL</b></p> <p><b>K4.23</b> An employee who is certified as medically unfit for duty for 7.5 hours or longer while on Annual Leave and/or LSL may apply for PCL. Annual leave and/or LSL will be re- credited to the extent of the period of PCL granted.</p>	<p><b>16.6 Illness on annual leave</b></p> <p>16.6.1 An employee who is ill or injured on annual leave and who produces reasonable evidence may apply for personal/carers leave and have the annual leave period re credited.</p>	73.8 An employee on Annual Leave can, on production of medical or other supporting documentation, apply to take PCL for illness, injury and caring purposes or Compassionate Leave or Community Service Leave and have the Annual Leave recredited.
<p><b>K5.10</b> Annual Leave cannot be used to break periods of LSL except as provided for by the Maternity Leave Act.</p> <p><b>K13.3</b> Annual Leave cannot be used to break periods of LSL except as provided for by the Maternity Leave Act.</p>		73.9 Annual Leave cannot be used to break periods of LSL except as provided for by the Maternity Leave Act.
		73.10 The Department's employment procedure sets out arrangements for Annual Leave.
<b>Forgoing Annual Leave</b>	<b>16.3 Cashing out of annual leave</b>	<b>74. CASHING OUT - ANNUAL LEAVE</b>
<b>K5.11</b> The Secretary may approve an employee's written application to cash out up to two weeks of accrued annual leave per calendar year. Where such approval is given, the employee will be paid a lump sum payment equivalent to the full amount that would have been payable to the employee during Annual Leave. The application and approval must be documented in a written agreement.		74.1 The Secretary may approve in writing an employee's written application to cash out up to four weeks of accrued Annual Leave per calendar year.

DIT	DRALGAS	Dept proposal
<p><b>K5.12</b> An employee may only apply to cash out leave pursuant to <b>subclause K5.11</b> if the employee:</p> <ul style="list-style-type: none"> <li>(a) has at least 12 months continuous service in the APS; and</li> <li>(b) has taken at least an equivalent amount of annual leave in the previous 12 month period to the amount they are seeking to cash out;</li> <li>(c) will have a remaining accrued entitlement to paid annual leave of at least four weeks after any cash out;</li> <li>(d) each cashing out of a particular amount of paid annual leave must be in a separate written application to the Secretary; and</li> <li>(e) the employee must be paid at least the full amount of what would have been payable to the employee had the employee taken the leave that the employee has forgone.</li> </ul>	<p>16.3.1 Employees are able to cash out annual leave in accordance with the following:</p> <ul style="list-style-type: none"> <li>• paid annual leave cannot be cashed out if the cashing out would result in the employee having a balance of less than 4 weeks of accrued annual leave; and</li> <li>• each cashing out of annual leave must be by a separate agreement in writing between the employer and the employee; and</li> <li>• the employee must have taken at least an equivalent amount of annual leave in the previous 12 month period they are seeking to cash out; and</li> <li>• the employee must be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.</li> </ul>	<p>74.2 An employee may only apply to cash out Annual Leave if the employee:</p> <ul style="list-style-type: none"> <li>a. has at least 12 months continuous service in the APS; and</li> <li>b. has taken at least an equivalent amount of Annual Leave in the previous 12 month period to the amount they are seeking to cash out;</li> <li>c. will have a remaining accrued entitlement to paid Annual Leave of at least four weeks after any cash out;</li> <li>d. each cashing out of a particular amount of paid Annual Leave must be in a separate written application to the Secretary; and</li> <li>e. the employee must be paid at least the full amount of what would have been payable to the employee had the employee taken the leave that the employee has forgone.</li> </ul>
		<p>74.3 The Department's employment procedure sets out arrangements for cashing out Annual Leave.</p>
<p><b>Directed Annual Leave</b></p>		<p><b>75. DIRECTED ANNUAL LEAVE</b></p>
<p><b>K5.13</b> Where an employee's amount of accrued annual leave is approaching 450 hours, 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.</p>	<p>16.2.4 Where an employee has an accrued annual leave balance of 40 days or greater, the employee and their manager will agree on a strategy to reduce the employees accrued annual leave balance to 30 days or less.</p>	<p>75.1 Where an employee's amount of accrued Annual Leave is approaching an equivalent of 12 weeks, the employee and the employee's supervisor should discuss and agree on a leave management strategy to reduce the amount of accrued Annual Leave.</p>

DIT	DRALGAS	Dept proposal
<p><b>K5.14</b> Where an employee has accrued 450 hours or more of annual leave, the Secretary may require an employee to absent themselves from the workplace and take annual leave on one month's written notice to the employee, unless the manager has in place a demonstrated strategy to reduce the accrued leave within three months. The Secretary may require an employee to take up to 75 hours of annual leave in each instance. The employee may apply to take additional annual leave at this time and the application will be approved unless exceptional circumstances apply.</p>		<p>75.2 Where an employee has accrued an equivalent of 12 weeks or more of Annual Leave, the Secretary may require an employee to absent themselves from the workplace and take Annual Leave on one month's written notice to the employee, unless there is an agreed strategy to reduce the accrued leave within three months. The Secretary may require an employee to take up to two weeks of Annual Leave in each instance. The employee may apply to take additional Annual Leave at this time.</p>
<p><b>K5.15</b> An employee may not be required to take annual leave under <b>subclause K5.14</b> where:</p> <p>(a) the employee has made an application for annual leave of a period greater than 75 hours in the previous 6 month period and the application was not approved; or</p> <p>(b) the employee is following a leave management strategy to reduce the employee's amount of accrued leave, which has been agreed with their supervisor consistent with <b>subclause K5</b>.</p>		
		<p>75.3 The Department's employment procedure sets out arrangements for Annual Leave.</p>
<p><b>Payment on Separation</b></p>		<p><b>76. PAYMENT ON SEPARATION</b></p>
<p><b>K5.16</b> On separation from the APS, an employee will be entitled to payment in lieu for Annual Leave credits.</p>		<p>76.1 On separation from the APS, an employee will be entitled to payment in lieu of Annual Leave accruals.</p>
<p><b>K5.17</b> Payment in lieu will be calculated using the employee's final salary, including allowances that would have been included during Annual Leave. Remote localities assistance will be included in the calculation only for leave accrued in a remote locality.</p>		<p>76.2 Payment in lieu will be calculated using the employee's final salary, including allowances that would have been included during Annual Leave. Remote localities assistance will be included in the calculation only for leave accrued in a remote locality.</p>
<p><b>K7 PURCHASED LEAVE</b></p>	<p><b>16.4 Purchased leave</b></p>	<p><b>77. PURCHASED LEAVE</b></p>

DIT	DRALGAS	Dept proposal
<p><b>K7.1</b> Subject to an employee having at least 12 months continuous service in the APS, the employee may apply to purchase up to 40 days additional leave per year. Purchased leave will be purchased by a corresponding reduction in the employee's fortnightly pay over a 12 month period commencing on the first pay after the application to purchase leave is approved. Periods of purchased leave count for service.</p>	<p>16.4.1 Employees are able to purchase up to 8 weeks (40 days) additional leave per calendar year subject to operational requirements and with approval of their manager. Employees are required to repay to the Department over a 12 month agreed period the cost of the purchased leave.</p>	<p>77.1 Subject to an employee having at least 12 months continuous service in the APS, the employee may apply to purchase up to 40 days additional leave per year. Purchased leave will be purchased by a corresponding reduction in the employee's fortnightly pay over a 12 month period commencing on the first pay after the application to purchase leave is approved. Periods of purchased leave count for service.</p>
<p><b>K7.2</b> Purchased leave must be used:</p> <p>(a) within 12 months of the application to purchase leave being approved;</p> <p>(b) in the case of shift workers, for an entire shift cycle; and</p> <p>(c) in the case of all other employees, in amounts of no less than 5 consecutive days.</p>		<p>77.2 Purchased leave must be used:</p> <p>a. within 12 months of the application to purchase leave being approved;</p> <p>b. in the case of shift workers, for an entire shift cycle; and</p> <p>c. in the case of all other employees, in amounts of no less than 5 consecutive days.</p>
<p><b>K7.3</b> An employee will be refunded any unused purchased leave amount after 12 months, unless the employee receives written approval to carry the purchased leave over.</p>		<p>77.3 An employee will be refunded any unused purchased leave amount after 12 months, unless the employee receives written approval to carry the purchased leave over.</p>
<p><b>K7.4</b> Applications for purchased leave will be considered having regard to the operational requirements of the Department. To assist in this consideration, an application for purchased leave should include an indication of the period(s) during which the employee intends to use the purchased leave.</p>		<p>77.4 Applications for purchased leave will be considered having regard to the operational requirements of the Department. To assist in this consideration, an application for purchased leave should include an indication of the period(s) during which the employee intends to use the purchased leave.</p>
<p><b>K13 LONG SERVICE LEAVE (LSL) - MINIMUM PERIOD OF LEAVE</b></p>	<p><b>16.23 Long service leave</b></p>	<p><b>78. LONG SERVICE LEAVE (LSL)</b></p>
<p><b>K13.1</b> Employees are entitled to accrue and access LSL in accordance with the LSL Act.</p>	<p>16.23.1 An employee is eligible for long service leave in accordance with the <i>Long Service Leave (Commonwealth Employees) Act 1976</i>.</p>	<p>78.1 Employees are entitled to accrue and access LSL in accordance with the <i>Long Service Leave (Commonwealth Employees) Act 1976</i>.</p>
<p><b>K13.2</b> The minimum amount of accrued LSL that an employee may take at any one time is seven calendar days.</p>	<p>16.23.2 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.</p>	<p>78.2 The minimum amount of accrued LSL that an employee may take at any one time is seven calendar days at full pay or 14 calendar days at half pay.</p>

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<b>K4 PERSONAL CIRCUMSTANCES LEAVE (PCL)</b>	<b>16.7 Personal/Carers leave</b>	<b>79. PERSONAL CIRCUMSTANCES LEAVE (PCL)</b>
<p><b>Accrual</b></p> <p><b>K4.11</b> An ongoing employee who works full-time is entitled to up to 187.5 hours (25 days) full pay PCL on engagement and will receive a further accrual of 187.5 hours on completion of each 12-month period of service.</p>	<p>16.7.1 An employee is entitled to 18 day's personal/carers leave that accrues progressively and accumulates from year to year.</p>	<p>79.1 An employee is entitled to 20 days PCL per year.</p>
<p><b>K4.13</b> The PCL accrual for an ongoing employee who works part-time will be based on the employee's prescribed weekly hours on the day of accrual multiplied by 5.</p> <p>(a) non-ongoing employees employed for a period of 12 months or more will be credited PCL in the same manner as an ongoing employee; and</p> <p>(b) non-ongoing employees employed for a period of less than 12 months will be allowed to anticipate PCL on engagement in accordance with the following formula:</p> <p><b>(A X B X C)/D</b> where:  <b>A</b> = Standard number of hours per week for period  <b>B</b> = number of calendar days to count as service in period  <b>C</b> = a basic PCL credit of 5 weeks  <b>D</b> = number of calendar days in the year</p>		<p>79.2 PCL will accrue progressively and be credited monthly in advance (based on an employee's commencement date). Employees will be credited with one month's PCL accrual on engagement or commencement with the Department.</p>
<p><b>Half Pay</b></p> <p><b>K4.18</b> Paid PCL will be debited at the relevant full pay rate, unless the employee requests conversion to half pay. If the employee requests conversion, half the period of leave granted will be paid personal leave and the other half will be unpaid personal leave. The payment for the paid personal leave component will be paid in full at a rate so that payment of the amount is spread over the full period of leave taken. Notwithstanding <b>clause K4.10</b>, all PCL taken under this clause shall count as service for all purposes.</p>		<p>79.3 PCL will be debited at the relevant full pay rate, unless the employee requests conversion to half pay, in which case only half the period will be deducted.</p>
<p><b>K4.14</b> Absences which do not count for service totalling more than 30 calendar days in a PCL year defer the next PCL accrual by one day for each day's absence.</p>		<p>79.4 PCL will not accrue during any period of leave that does not count as service (including unauthorised absence).</p>
<p><b>K4.13</b></p> <p>(c) an employee who receives compensation under the <u><i>Safety, Rehabilitation and Compensation Act 1988 (Cth)</i></u> for more than 45 weeks accrues PCL credit on a pro rata basis based on the hours worked.</p>		<p>79.5 An employee who receives compensation under the <i>Safety, Rehabilitation and Compensation Act 1988 (Cth)</i> for more than 45 weeks accrues PCL credit on a pro rata basis based on the hours worked.</p>
<p><b>K4.1</b> PCL is leave based on the traditional circumstances of</p>	<p>16.7.2 Personal/carers leave, on application, is available when the</p>	<p>79.6 Subject to notice and evidence requirements the Secretary will</p>

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<p>sick, family and emergency leave, together with bereavement, new parent and ceremonial leave, as well as leave for any other approved purpose.</p> <p><b>Coverage</b></p> <p><b>K4.7</b> PCL applies, but is not limited, to leave for:</p> <ul style="list-style-type: none"> <li>(a) personal illness or injury or to provide care or support, to a member of the employee's family or household who requires care and support because of personal illness or injury or an unexpected emergency affecting the employee's family member;</li> <li>(b) short-term incidental family responsibilities (other than those periods which can generally be planned for eg. school holidays or childcare centre annual closure unless the child is sick over these periods) including caring for the elderly, while longer term arrangements are put in place;</li> <li>(c) genuine emergency situations such as bushfires, floods and earthquakes;</li> <li>(d) important personal medical appointments that can only be attended during standard work time;</li> <li>(e) compassionate purposes;</li> <li>(f) short-term volunteer or community service activities;</li> <li>(g) attending cultural ceremonies and commitments including National Aboriginal and Islander Day Observance Committee (NAIDOC) ceremonies; and</li> <li>(h) a period of up to two days for the purposes of obtaining approval to adopt an eligible child.</li> </ul>	<p>employee is not fit for work because of a personal injury or personal illness affecting the employee. An employee is also able to take personal/carers leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:</p> <ul style="list-style-type: none"> <li>• a personal illness or personal injury, affecting the member; or</li> <li>• an unexpected emergency affecting the member</li> </ul>	<p>approve PCL because the employee:</p> <ul style="list-style-type: none"> <li>a. is not fit for work due to a personal injury or illness; or</li> <li>b. is providing care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of: <ul style="list-style-type: none"> <li>i. a personal illness or personal injury affecting the member; or</li> <li>ii. an unexpected emergency affecting the member.</li> </ul> </li> </ul>
		<p>79.7 Except where it will result in an employee having fewer accumulated days of personal/carers leave that the employee is entitled to under the NES, the Secretary may also approve PCL because the employee:</p> <ul style="list-style-type: none"> <li>a. is affected by a genuine emergency situations such as bushfires, floods and earthquakes; or</li> <li>b. has an important personal medical appointment that can only be attended during standard work time.</li> </ul>
<p><b>Applying for PCL</b></p> <p><b>K4.17</b> An employee applying for PCL may be granted leave of absence with pay subject to:</p> <ul style="list-style-type: none"> <li>(a) the employee's available leave credits;</li> <li>(b) notice by the employee of the prospective absence where practicable, or as early as possible on the day of absence; and</li> <li>(c) if regular or long periods of leave are requested — supporting documentation (eg, a medical certificate, including from a health service provider) may be required if the supervisor so decides, in accordance with the PCL employment procedures.</li> </ul>	<p>16.7.3 An employer should give his or her employer notice of taking the leave as soon as practicably possible and must also advise the employer of the period or expected period of leave. For absences of 5 days or greater, an employee will be expected to be able to provide the employer with evidence, on request, that would satisfy a reasonable person that the leave was taken for a relevant reason.</p> <p>16.7.4 Notwithstanding the provision in 16.7.3, if a manager has reasonable belief that personal/carers leave is not being used in accordance with 16.7 the manager may request reasonable evidence for absences of any length.</p>	<p>79.8 An employee is required to give their supervisor notice of the taking of PCL, including notification of the reason for the PCL absence in accordance with the permissible reasons for taking PCL set out under subclause 79.6 and 79.7 and the expected period of absence.</p>
		<p>79.9 If the employee is unable to provide prior notification of their intended absence, employees must, as far as practicable, advise</p>

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		their supervisor of their intention to be absent no later than two hours after their normal start time on the day of their absence.
		79.10 Where the period of expected absence extends beyond that originally notified, the employee must advise their supervisor as soon as possible.
		79.11 An employee is required to provide evidence to be entitled to paid PCL, where the employee is absent from work: a. for a period of three or more consecutive work days; and/or b. for any absence taken in excess of ten days (pro-rata for part-time employees) paid PCL without supporting evidence in the preceding 12 month period.
		79.12 Evidence for the purposes of PCL means: a. a medical certificate from registered health practitioners and registered health providers; b. a statutory declaration, if it was not reasonably practicable for the employee to obtain a medical certificate. The statutory declaration must include: i. why the employee is or was unable to attend work in accordance with the permissible reasons for taking PCL under subclauses 79.6 and 79.7;; and ii. why it was not practicable for them to obtain a medical certificate. c. Another form of evidence with the prior agreement or direction of the Secretary.
		79.13 A supervisor may also request that medical evidence is provided by an employee for any period of PCL where: a. a pattern of absence has been identified; or b. arrangements are in place for managing attendance as part of managing performance; or c. the supervisor reasonably believes that PCL has previously been taken for an improper purpose.
<p><b>Spent PCL Credits</b>  <b>K4.20</b> The Secretary may allow an employee to:  (a) anticipate one year's PCL accrual where paid credits are exhausted; or  (b) take PCL without pay where paid credits are exhausted.</p>		79.14 The Secretary may allow an employee to take PCL without pay where paid PCL credits are exhausted, subject to the notice and evidence requirements.
		79.15 The Department's employment procedure sets out arrangements for PCL.
<p><b>K4.2</b> Subject to the provisions of <b>subclause K4.17</b> an application for PCL for the reasons provided in <b>subclause K4.7(a)</b> shall be granted and applications for PCL for other reasons set out in <b>subclause 4.7</b> shall be considered favourably subject to operational requirements.</p>		

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<p><b>K4.3</b> PCL should not be used where Flex Leave or Time Off In Lieu is a more appropriate form of leave.</p>		
<p><b>K4.4</b> For the purposes of this <b>clause K4</b>, the definition of family is a spouse, de facto partner, former spouse, former de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee, fostering and traditional kinship.</p>		
<p><b>Exclusions</b></p> <p><b>K4.5</b> An employee who falls ill during a period of approved Other Leave without pay cannot apply for PCL during that period.</p> <p><b>K4.6</b> An employee who is entitled to leave with pay under the ML Act is not entitled to PCL with pay for any period of paid Maternity Leave.</p>		
<p><b>K4.8</b> An employee may be directed to take PCL on the basis of a medical report stating the employee is unfit for duty.</p>		
<p><b>K4.9</b> The maximum period of continuous PCL that may be granted to an employee under this <b>clause K4</b> is 52 weeks, unless the employee has accrued more than 52 weeks paid PCL, or is otherwise entitled to paid leave under the NES, in which case the employee may be granted that period of paid PCL.</p>		
<p><b>K4.10</b> PCL without pay does not count as service for any purpose except long service leave.</p>		
<p><b>K4.12</b> Accrual of PCL is unlimited for ongoing and non-ongoing employees.</p>		
<p><b>K4.15</b> An employee's PCL entitlement includes, and is paid in satisfaction of, the employee's entitlements to paid personal/carer's leave and paid compassionate leave under the NES. However, to the extent this Agreement is detrimental to the employee in any respect when compared to the NES, the NES applies instead of this Agreement.</p>		
<p><b>K4.16</b> PCL credits are accrued in hours and minutes.</p>		
<p><b>K4.19</b> An employee may apply to take PCL without pay while the employee has accrued paid leave credits.</p>		

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<p><b>K4.21</b> However, where an employee's PCL accruals have been exhausted the employee will have access to:</p> <ul style="list-style-type: none"> <li>(a) take additional paid PCL for two days per occasion, for compassionate purposes when a member of the employee's family or household: <ul style="list-style-type: none"> <li>i. contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life; or</li> <li>ii. dies;</li> </ul> </li> <li>(b) take PCL without pay for two days per occasion for the purpose of unpaid carer's leave; and</li> <li>(c) take PCL without pay, at any time, for the purposes of undertaking community service (including volunteer emergency activities).</li> </ul>		
<p><b>Additional Paid PCL</b></p> <p><b>K4.22</b> In exceptional circumstances, an employee may be granted additional paid PCL by the Secretary if the employee's paid credits are exhausted.</p>		
<p><b>K4.24 IRREGULAR/INTERMITTENT EMPLOYEES</b></p>		<p><b>80. IRREGULAR/INTERMITTENT EMPLOYEES</b></p>
<p>Unpaid PCL may be granted to an irregular/intermittent (casual) employee.</p>		<p>80.1 Unpaid PCL may be granted to an irregular/intermittent (casual) employee.</p>
<p><b>I8 RETURN TO WORK ASSISTANCE</b></p> <p><b>I8.1</b> The Department will assist an employee to return to work if the employee has been absent from the workplace for an extended period of time due to illness, consistent with the procedures for managing long-term illness.</p> <p><b>I8.2</b> The Department will assist an employee to return to work in cases of extended absence, or absence for extenuating personal circumstances.</p>		<p><b>81. RETURN TO WORK ASSISTANCE</b></p> <p>81.1 The Department's employment procedure sets out provisions relating to return to work assistance.</p>
	<p><b>16.8 Unpaid Carers leave</b></p>	<p><b>82. UNPAID CARERS LEAVE</b></p>

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	<p>16.8.1 An employee is entitled to 2 days of unpaid carers leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:</p> <ul style="list-style-type: none"> <li>• a personal illness, or personal injury, affecting the member; or</li> <li>• an unexpected emergency affecting the member.</li> </ul>	<p>82.1 An employee is entitled to 2 days of Unpaid Carers Leave for each occasion (permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:</p> <ol style="list-style-type: none"> <li>a. a personal illness, or personal injury, affecting the member; or</li> <li>b. an unexpected emergency affecting the member.</li> </ol>
	<p>16.8.2 Unpaid carers leave is only available after an employee has exhausted all paid personal/carers leave.</p>	<p>82.2 Unpaid Carers Leave is only available after an employee has exhausted all paid PCL and is subject to the PCL notice and evidence requirements.</p>
	<p><b>16.9 Compassionate leave</b></p>	<p><b>83. COMPASSIONATE/BEREAVEMENT LEAVE</b></p>
	<p>16.9.1 An employee is entitled to 3 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:</p> <ul style="list-style-type: none"> <li>• contracts or develops a personal illness that poses a serious threat to his or her life; or</li> <li>• sustains a personal injury that poses a serious threat to his or her life; or</li> <li>• dies.</li> </ul>	<p>83.1 Employees will be granted three days paid Compassionate Leave on each occasion that a member of his or her immediate family or household:</p> <ol style="list-style-type: none"> <li>a. contracts or develops a personal illness that poses a serious threat to his or her life; or</li> <li>b. sustains a personal injury that poses a serious threat to his or her life; or</li> <li>c. dies.</li> </ol>
	<p>16.9.2 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:</p> <ul style="list-style-type: none"> <li>• to spend time with the family member of the employee's immediate family or household who has contracted or developed the personal illness, or the personal injury; or</li> <li>• after the death of the member of the employee's immediate family or household.</li> </ul>	
	<p>16.9.3 Compassionate leave may be accessed for a permissible occasion as:</p> <ul style="list-style-type: none"> <li>• a single continuous 3 day period; or</li> <li>• 3 separate periods of 1 day each; or</li> <li>• any separate periods to which the employee and the employer have agreed.</li> </ul>	<p>83.2 The employee may take the period of leave as a single period of three (3) days or any separate period which the Secretary and employee agree. The Secretary may require the employee to provide evidence to support the request for leave.</p>
		<p>83.3 Compassionate Leave for irregular and intermittent employees is unpaid.</p>
	<p><b>16.25 Community service leave</b></p>	<p><b>84. COMMUNITY SERVICE LEAVE</b></p>
<p><b>K8.2</b> OL with pay:</p>	<p>16.25.2 Each of the following is an eligible community service</p>	<p>84.1 Community Service Leave with or without pay is available to enable</p>

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<p>c) community service activities, including jury service, all State/Territory Emergency Services responses, regular training, reasonable travel, reasonable recovery time and ceremonial duties, noting that applications for this leave will be considered favourably; and</p>	<p>activity:</p> <ul style="list-style-type: none"> <li>• jury service that is required by a law of the Commonwealth, a State or a Territory; or</li> <li>• a voluntary emergency management activity.</li> </ul>	<p>employees to undertake eligible community service activity. Consistent with section 109 of the <i>Fair Work Act 2009</i>, such activity includes:</p> <ol style="list-style-type: none"> <li>a. jury service (including attendance for jury selection) required by a law of the Commonwealth, State or Territory; and</li> <li>b. a voluntary emergency management activity.</li> </ol>
		<p>84.2 In relation to jury service, the Secretary will approve paid Community Service Leave to enable an employee to attend court appearances as a juror, in which event the employee will continue to receive their normal salary subject to any payments of a salary nature made to the employee by the court for jury service being signed over to the Department.</p>
	<p>16.25.3 An employee engages in a voluntary emergency management activity if and only if:</p> <ul style="list-style-type: none"> <li>• the employee engages in the activity that involves dealing with an emergency or natural disaster</li> <li>• the employee engages in the activity on a voluntary basis; and</li> <li>• the employee is a member of, or has a member like association with, a recognised emergency management body; and</li> <li>• the employee was requested by or on behalf of the body to engage in the activity; or</li> <li>• no such request was made but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that the request would have been made.</li> </ul> <p>16.25.5 An employee who participates in a community service activity recognised above is able to claim payment for up to 5 days per year, not accruable, at the employee's ordinary rate of pay. This is subject to the NES.</p>	<p>84.3 In relation to a voluntary emergency management activity, the Secretary will approve up to four days paid leave for each civil emergency response, to enable an employee who is a member of a State Emergency Service, fire-fighting service, search and rescue unit or other volunteer community service performing similar functions, to fulfil an obligation to that service in the event of a civil emergency.</p>
	<p>16.25.1 An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if, the period consists of one or more of the following:</p> <ul style="list-style-type: none"> <li>• time when the employee engages in the activity;</li> <li>• reasonable travelling time associated with the activity;</li> <li>• reasonable rest time immediately following the activity; and</li> <li>• unless the activity is jury service the employee's absence is reasonable in all circumstances.</li> </ul> <p>16.25.4 Community service personnel are also entitled to both paid and unpaid leave for emergency services duties encompassing leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties.</p>	<p>84.4 The Secretary may approve additional paid or unpaid leave for an ongoing civil emergency response, or other related and appropriate activities such as regular training, reasonable travel, recovery time and ceremonial duties.</p>

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		<p>84.5 Consistent with section 110 of the <i>Fair Work Act 2009</i>, an employee applying for Community Service Leave must provide the Department with notice of the absence as soon as practicable (which may be a time after the absence has started), and the period or expected period of the absence. Where requested, an employee must also provide written evidence that the absence from work is because they have been or will be engaged in an eligible community service activity.</p>
		<b>85. ABORIGINAL AND TORRES STRAIT ISLANDER CEREMONIAL LEAVE</b>
		<p>85.1 The Secretary may approve up to one day of paid leave each year for an employee of Aboriginal or Torres Strait Islander descent to participate in National Aboriginal and Islander Day Observation Committee (NAIDOC) ceremonies.</p>
		<p>85.2 In addition to any Compassionate/Bereavement Leave available under clause 83, the Secretary may approve up to three days of paid leave for an employee of Aboriginal or Torres Strait Islander descent for:</p> <ul style="list-style-type: none"> <li>a. ceremonial purposes connected with the death of a member of the immediate family or extended family; or</li> <li>b. other ceremonial obligations under Aboriginal and Torres Strait Islander Lore.</li> </ul>
		<p>85.3 The Secretary may approve a period of leave without pay for the reasons set out in subclause 85.1 and 85.2 in addition to paid leave.</p>
		<p>85.4 The Department's employment procedure sets out arrangements for Aboriginal and Torres Strait Islander Ceremonial Leave.</p>
<p><b>K9 MATERNITY LEAVE (ML)</b></p>	<p><b>16.11 Paid maternity leave</b></p>	<p><b>86. MATERNITY LEAVE</b></p>
<p><b>K9.1</b> An employee is entitled to 18 weeks full pay ML (comprising 12 weeks under the ML Act and an additional six weeks), after completing a minimum of 12 months of continuous APS employment.</p>	<p>16.11.1 An eligible employee is entitled to 12 weeks paid maternity leave in accordance with the Maternity Leave (Commonwealth Employees) Act 1973. This agreement provides employees with an additional 2 weeks leave over and above the 12 weeks provided for by the Maternity Leave (Commonwealth Employees) Act 1973. This makes for a total of 14 weeks paid continuous leave available.</p>	<p>86.1 After completing a minimum of 12 months of continuous APS employment, an eligible employee is entitled to up to 52 weeks of maternity leave of which:</p> <ul style="list-style-type: none"> <li>a. up to 12 weeks will be paid in accordance with the ML Act; and</li> <li>b. up to six weeks will be paid under this Agreement; and</li> <li>c. the remaining period will be unpaid.</li> </ul>
<p><b>K9.3</b> An employee may elect in advance to take the 18 weeks ML at half pay up to a maximum of 36 weeks. <b>K9.4</b> Only the entitlement to 18 weeks full pay ML will count as service for all purposes.</p>	<p>16.11.2 The Secretary will approve spreading the payment for the period of paid maternity leave over a maximum period of 28 weeks. This is an administrative arrangement. Only the first 14 weeks count as service for all purposes.</p>	<p>86.2 An eligible employee may elect in advance to spread the payment of up to 18 weeks paid Maternity Leave at half pay up to a maximum of 36 weeks. A maximum of 18 weeks paid Maternity Leave will count as service for any purpose.</p>
<p><b>K9.2</b> Under the ML Act, an employee is entitled to access up to 52 weeks leave for which there is no minimum qualifying period where this is unpaid Maternity Leave.</p>		<p>86.3 An employee who is not entitled to paid Maternity Leave is entitled to up to 52 weeks of unpaid Maternity Leave, for which there is no minimum qualifying period, in accordance with the ML Act. Unpaid Maternity Leave will not count as service for any purpose.</p>

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		86.4 Upon request from an eligible employee, the Secretary will agree to an extension of up to 24 months, to be taken as Other Leave without pay, immediately following the end of the initial 52 week period of Maternity Leave.
K9.5 Detailed information is available in the Department's employment procedures.		86.5 The Department's employment procedure sets out arrangements for Maternity Leave.
<b>K10 UNPAID ADOPTION AND PAID ADOPTION LEAVE</b>	<b>16.14 Adoption leave</b>	<b>87. ADOPTION LEAVE</b>
<b>Paid Adoption Leave</b>	<b>16.15 Paid adoption leave</b>	
<p><b>K10.3</b> An employee who:</p> <p>(a) has at least 12 months continuous service in the APS;</p> <p>(b) adopts an eligible child; and</p> <p>(c) is that eligible child's primary care giver,</p> <p>is entitled to 18 weeks paid adoption leave immediately after the placement of the eligible child with the employee for adoption.</p>	16.15.1 An employee who adopts a child will be entitled to 14 weeks paid continuous leave at the time of the adoption. This period of leave may, with the agreement of the Secretary, commence prior to assuming responsibilities for the child.	87.1 An eligible employee is entitled to up to 18 weeks' paid Adoption Leave immediately after the placement of an eligible child with the employee for adoption provided the employee: <p>a. has at least 12 months continuous service in the APS;</p> <p>b. adopts an eligible child; and</p> <p>c. is that eligible child's primary care giver.</p>
<p><b>K10.4</b> An employee may elect in advance to take that leave at half pay up to a maximum of 36 weeks.</p> <p><b>K10.5</b> Only the entitlement to 18 weeks full pay adoption leave will count as service for all purposes.</p>	16.15.2 The Secretary will approve spreading the payment for the period of paid adoption leave over a maximum period of 28 weeks. Only the first 14 weeks of paid adoption leave count for service.	87.2 An eligible employee may elect in advance to spread the payment for the period of paid Adoption Leave at half pay over a maximum period of 36 weeks. Only the first 18 weeks of paid Adoption Leave counts as service for any purpose.
<b>K10.8</b> An employee may not take PCL during the period of paid adoption leave.		87.3 An employee may not take PCL during the period of paid Adoption Leave.
<p><b>K10.6</b> Detailed information is available in the Department's employment procedures.</p> <p><b>K10.7</b> An employee who applies for paid adoption leave must provide the Department with the following documents:</p> <p>(b) a statement from an adoption agency of the expected date for the placement of the eligible child; and</p> <p>(c) a statutory declaration made by the employee which states:</p> <p>i) that the child who will be placed with the employee is an eligible child;</p> <p>ii) that the employee intends to be the child's primary care-giver at all times while on paid adoption leave;</p> <p>iii) the first and last days of the period (or periods) of adoption leave, or any other authorised leave taken, or intended to be taken, by the employee's spouse because of the placement of the child; and</p> <p>iv) that the employee will not engage in any conduct inconsistent with the employee's contract of employment while on Adoption Leave.</p> <p><b>K10.10</b> For the purposes of <b>K10</b>, <b>eligible child</b> means a child who:</p>		87.4 The Department's employment procedure set out arrangements for paid Adoption Leave including eligibility and evidence requirements.

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<p>(d) has not previously lived continuously with the employee for a period of 6 months or more as at the day of placement;</p> <p>(e) is not a child or step-child of the employee or the employee's spouse or, from 1 January 2010, the employee's de facto partner; and</p> <p>(f) is under 16 years of age as at the day of placement.</p>		
<p><b>K10.9</b> Paid adoption leave counts as service for all purposes.</p>		
	<p>16.14.3 An employee returning from a period of adoption leave is able to request flexible working arrangements in accordance with clause 9.7.</p>	
<p><b>K11 UNPAID FOSTER CARERS LEAVE</b></p>	<p><b>16.16 Fostering leave</b></p>	<p><b>88. FOSTER CARER LEAVE</b></p>
<p><b>Paid Foster Carers Leave</b></p>	<p><b>16.17 Paid fostering leave</b></p>	
<p><b>K11.3</b> An employee who:</p> <p>(a) has at least 12 months continuous service in the APS;</p> <p>(b) assumed long-term responsibility for an eligible child arising from the placement of the child through a permanent 'fostering' arrangement; and</p> <p>(c) is that eligible child's primary care giver, is entitled to 18 weeks paid foster carers leave immediately after the placement of the eligible child with the employee under permanent 'fostering' arrangements.</p>	<p>16.17.1 An employee who 'fosters' a child on a permanent fostering arrangement will be entitled to 14 weeks paid continuous leave at the time of the fostering. This period of leave may, with the agreement of the Secretary, commence prior to assuming responsibilities for the child.</p>	<p>88.1 An eligible employee is entitled to up to 18 weeks' paid Foster Carer Leave immediately after the placement of an eligible child with the employee under permanent 'fostering' arrangements provided the employee:</p> <p>a. has at least 12 months continuous service in the APS;</p> <p>b. assumed long-term responsibility for an eligible child arising from the placement of the child through a permanent 'fostering' arrangement; and</p> <p>c. is that eligible child's primary care giver.</p>
<p><b>K11.4</b> Where more than one (1) child is placed with the employee at, or around the same time (e.g. siblings), the employee will only be entitled to 18 weeks paid leave in respect of all of the children (not 18 weeks paid leave for each child).</p>		<p>88.2 Where more than one child is placed with the employee at, or around the same time (e.g. siblings), the employee will only be entitled to 18 weeks paid Foster Carer Leave in respect of all of the children (not 18 weeks paid leave for each child).</p>
<p><b>K11.5</b> An employee may elect in advance to take that leave at half pay up to a maximum of 36 weeks.</p> <p><b>K11.6</b> Only the entitlement to 18 weeks full pay permanent 'fostering' arrangements leave will count as service for all purposes.</p>	<p>16.17.2 The Secretary will approve spreading the payment for the period of paid fostering leave over a maximum period of 28 weeks. Only the first 14 weeks of paid fostering leave count for service.</p>	<p>88.3 An eligible employee may elect in advance to spread the payment for the period of paid Foster Carer Leave at half pay over a maximum of 36 weeks. Only the first 18 weeks of paid Foster Carer Leave counts as service for any purpose.</p>
<p><b>K11.7</b> Detailed information is available in the <a href="#">Department's employment procedures</a>.</p> <p><b>K11.8</b> An employee who applies for paid permanent 'fostering' arrangements leave must provide the Department with the following documents:</p> <p>(a) a statement from a person/organisation with statutory responsibility for the placement of the child of the expected date for the placement of the eligible child; and</p>		<p>88.4 The Department's employment procedure sets out arrangements for Foster Carer Leave including eligibility and evidence requirements.</p>

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<p>(b) a statutory declaration made by the employee which states:</p> <p>(i) that the child who will be placed with the employee is an eligible child;</p> <p>(ii) that the employee intends to be the child's primary care-giver at all times while on paid permanent 'fostering' arrangements leave;</p> <p>(iii) the first and last days of the period (or periods) of permanent 'fostering' arrangements leave, or any other authorised leave taken, or intended to be taken, by the employee's spouse because of the placement of the child; and</p> <p>(iv) that the employee will not engage in any conduct inconsistent with the employee's contract of employment while on Foster Carers Leave.</p> <p><b>K11.11</b> For the purposes of this Clause K11, eligible child means a child who:</p> <p>(a) has not previously lived continuously with the employee for a period of 6 months or more before the day of placement;</p> <p>(b) is not a child or step-child of the employee or the employee's spouse or the employee's de facto partner; and</p> <p>(c) is under 16 years of age as at the day of placement.</p>		
<p><b>K11.9</b> An employee may not take PCL during the period of paid Foster Carers Leave.</p>		
<p><b>K11.10</b> Paid Foster Carers Leave counts as service for all purposes.</p>		
<p><b>Paid Parental Leave</b></p>	<p><b>16.18 Leave for supporting partners</b></p>	<p><b>89. SUPPORTING PARTNER LEAVE</b></p>
<p><b>K12.3</b> An employee who has become a parent, through birth, adoption or foster caring and has or will have a responsibility of care for the child, is entitled to 6 weeks paid parental leave. This clause does not apply where an employee is entitled to 18 weeks paid leave under Maternity Leave, Adoption Leave or Foster Carers Leave.</p> <p><b>K12.5</b> Paid parental leave counts as service for all purposes.</p>	<p>16.18.1 An employee who is not the primary care giver is entitled to 20 days of paid supporting partner leave immediately following the birth, adoption or fostering of a dependent child. This leave must be taken on full pay.</p>	<p>89.1 An employee who has at least 12 months continuous service in the APS and has or will become a parent, through birth, adoption or foster caring and has or will have a responsibility of care for the child, is entitled to six weeks' paid Supporting Partner Leave. Supporting Partner Leave counts as service for any purposes.</p>
		<p>89.2 An employee will not have access to Supporting Partner Leave under this subsection 89 where an employee is entitled to paid leave under Maternity Leave, Adoption Leave or Foster Carer Leave.</p>
<p><b>K12.4</b> An employee may not take PCL during the period of paid parental leave.</p>		<p>89.3 An employee may not take PCL during the period of paid Supporting Partner Leave.</p>
<p><b>Unpaid Parental Leave</b></p>	<p>16.10 <b>Parental leave</b></p>	<p><b>90. UNPAID PARENTAL LEAVE</b></p>

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<p><b>K10.1</b> An employee who has at least 12 months continuous service in the APS is entitled to unpaid adoption leave in accordance with Subdivision B of Division 5 of Part 2-2 of the FW Act.</p> <p><b>K11.1</b> An employee who has at least 12 months continuous service in the APS is entitled to unpaid foster carers leave.</p> <p><b>K12.1</b> An employee who has at least 12 months continuous service in the APS and has or will have a responsibility for the care of the child is entitled to unpaid parental leave of:</p> <ul style="list-style-type: none"> <li>(a) up to 12 months of maternity leave in accordance with the NES; or</li> <li>(b) up to 12 months of adoption leave in accordance with the NES; or</li> <li>(c) up to 12 months of supporting partner leave in accordance with the NES; or</li> <li>(d) Up to 12 months of foster carers leave in accordance with the relevant provisions of the Department of Infrastructure and Transport Enterprise Agreement 2011-2014.</li> </ul>	<p>16.10.1 An employee who has at least 12 months continuous service in the APS and, has or will have, responsibility for the primary care of a child is entitled to unpaid parental leave of up to 52 weeks, not to count as service, in accordance with the NES.</p> <p>16.14.1 An employee who has at least 12 months continuous service in the APS who has or will have responsibility for the care of a child who is, or is to be, placed with the employee for adoption is entitled to unpaid parental leave of up to 12 months, not to count as service, in accordance with the NES. This period of leave may, with the agreement of the Secretary, commence prior to assuming responsibilities for the child. This clause only applies if the child is under 16 years of age at the time of adoption.</p> <p>16.16.1 An employee who has at least 12 months' continuous service in the APS who has or will have responsibility for the care of a child who is, or is to be, placed with the employee on a permanent fostering arrangement (Definitions provides further guidance) is entitled to unpaid leave of up to 12 months, not to count as service, from the time of fostering. This period of leave may, with the agreement of the Secretary, commence prior to assuming responsibilities for the child. This clause only applies if the child is under 16 years of age at the time of fostering.</p>	<p>90.1 An employee who has at least 12 months continuous service in the APS and has or will become a parent, through birth, adoption or foster caring and has or will have responsibility for the care of a child is entitled to up to 12 months of unpaid Parental Leave.</p>
		<p>90.2 An employee is not entitled to unpaid parental leave under this subsection 90 if the employee has been granted unpaid leave under subsection 86.</p>
<p><b>K12.2</b> Upon request from the employee, the Department will agree to an extension of unpaid leave for a further period of up to 24 months, taken as unpaid Other Leave, immediately following the end of the initial 12 month period of parental leave.</p>	<p>16.10.2 Upon request from the employee, the Secretary will agree to an extension of unpaid parental leave for a further period of 12 - 48 months, immediately following the end of the initial 12 months period, subject to operational considerations.</p> <p>16.14.2 Upon request from the employee, the Secretary will agree to an extension of unpaid adoption leave for a further period of 12 - 48 months, immediately following the end of the initial 12 months period, subject to operational considerations.</p> <p>16.16.2 Upon request from the employee, the Secretary will agree to an extension of unpaid foster leave for a further period of 12 - 48 months, immediately following the end of the initial 12 months period, subject to operational considerations.</p>	<p>90.3 Upon request from the employee, the Department will agree to an extension of unpaid leave for a further period of up to 24 months, taken as unpaid Other Leave, immediately following the end of the initial 12 month period of unpaid Parental Leave.</p>
<p><b>K10.2</b> A period of unpaid adoption leave does not break the employee's period of continuous service, but will not count as service for any purpose.</p> <p><b>K11.2</b> A period of unpaid foster carers leave does not break the employee's period of continuous service, but will not count as service for any purpose.</p>		<p>90.4 A period of unpaid Parental Leave does not break the employee's period of continuous service, but will not count as service for any other purpose.</p>
		<p>90.5 The Department's employment procedure set out arrangements for unpaid Parental Leave including eligibility and evidence requirements.</p>

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	<p><b>16.13 Employees returning to work to Keep in Touch</b> 16.13.1 The Secretary and an employee may agree on flexible arrangements to enable an employee to voluntarily return to work to participate in workplace activities for up to 10 days during any period of unpaid parental leave commencing six weeks after the birth, adoption or fostering of their child. Notwithstanding sub section 77(2) of the Fair Work Act 2009 returning to work to Keep in Touch with the workplace will not affect the employee's entitlement to unpaid parental leave. An employee is to be paid their usual wages or salary for any agreed period during which the employee attends at work under this clause.</p>	
	<p><b>16.12 Payments under the Paid Parental Leave Act 2010</b> 16.12.1 Employees eligible to receive payments under the <i>Paid Parental Leave Act 2010</i> may choose whether they access those payments before, after, or at the same time as paid maternity leave or in conjunction with other paid leave under this agreement. Any payments under the <i>Paid Parental Leave Act 2010</i> must be accessed within 12 months' of the birth, adoption or fostering of their child. Leave taken under this clause does not count for service for any purposes.</p>	
	<p>16.10.3 An employee returning from a period of parental leave is able to request flexible working arrangements in accordance with clause 16.19 of this agreement.</p>	
<p><b>K14 DEFENCE RESERVE LEAVE</b></p>	<p><b>16.24 Leave for ADF Reserve and Continuous Full Time Service or Cadet Force obligations</b></p>	<p><b>91. DEFENCE RESERVE LEAVE</b></p>
<p><b>K14.1</b> The Secretary may grant an employee Defence Reserve leave, with or without pay, to enable the employee to undertake peacetime training and/or deployment with the Australian Defence Force. Defence Reserve leave also includes a reservist being deployed on Continuous Full Time Service (CFTS) or an employee undertaking Cadet Force obligations.</p> <p><b>K14.2</b> An employee who is a member of the Australian Defence Force Reserve or who has Cadet Force obligations may be granted paid Defence Reserve leave of up to 20 days each financial year. During the employee's first year of Defence Reserve service, a further 10 days' paid leave may be granted to allow the employee to participate in common induction training.</p> <p><b>K14.3</b> Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.</p> <p><b>K14.4</b> Periods of Defence Reserve leave without pay in excess of 6 months do not count as service for annual leave purposes. Leave granted for Defence Reserve purposes counts as service for all other purposes.</p> <p><b>K14.5</b> Defence Reserve leave entitlements can be accumulated and taken over a period of two years.</p> <p><b>K14.6</b> In addition to leave approved under this clause K14, employees who are members of the Defence Reserve may apply for AL, LSL or flex leave for Defence Reserve purposes.</p>	<p>16.24.1 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. Note: The entitlement to leave for <i>Reserve Service</i> is prescribed under the <i>Defence Reserve Service (Protection) Act 2001</i>.</p> <p>16.24.2 An employee is entitled to ADF Reserve leave with pay for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.</p> <p>16.24.3 During the employee's first year of ADF <i>Reserve service</i>, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.</p> <p>16.24.4 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.</p> <p>16.24.5 Employees are not required to pay their tax free ADF Reserve salary to the Department in any circumstances.</p> <p>16.24.6 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.</p> <p>16.24.7 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</p>	<p>91.1 The Secretary may grant an employee Defence Reserve Leave, with or without pay, to enable the employee to undertake peacetime training and/or deployment with the Australian Defence Force. Defence Reserve Leave also includes a reservist being deployed on Continuous Full Time Service (CFTS) or an employee undertaking Cadet Force obligations.</p> <p>91.2 An employee who is a member of the Australian Defence Force Reserve or who has Cadet Force obligations may be granted paid Defence Reserve Leave of up to 20 days each financial year. During the employee's first year of Defence Reserve service, a further 10 days' paid leave may be granted to allow the employee to participate in common induction training.</p> <p>91.3 Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.</p> <p>91.4 Periods of Defence Reserve Leave without pay in excess of 6 months do not count as service for Annual Leave purposes. Leave granted for Defence Reserve purposes counts as service for all other purposes.</p> <p>91.5 Defence Reserve Leave entitlements can be accumulated and taken over a period of two years.</p> <p>91.6 In addition to approved Defence Reserve Leave, employees who are members of the Defence Reserve may apply for Annual Leave,</p>

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	<p>except Annual leave.</p> <p>16.24.8 Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flex time or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.</p> <p>16.24.9 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.</p>	<p>LSL or flextime leave for Defence Reserve purposes.</p>
<p><b>K8 OTHER LEAVE (OL)</b></p>		<p><b>92. OTHER LEAVE</b></p>
<p><b>K8.1</b> OL is available for a purpose that the Secretary considers to be in the interest of the Department, the Commonwealth, or the community in general or where the employee is entitled to leave under the NES. OL is also available for personal purposes not otherwise covered by this <b>subclause K8.1</b>.</p> <p><b>K8.2</b> OL with pay:</p> <ul style="list-style-type: none"> <li>a) attendance at industrial and judicial proceedings, or where summoned as a witness in industrial and judicial proceedings;</li> <li>b) learning and development activities endorsed by the Secretary (including workplace relations and industrial training or seminars);</li> <li>c) community service activities, including jury service, all State/Territory Emergency Services responses, regular training, reasonable travel, reasonable recovery time and ceremonial duties, noting that applications for this leave will be considered favourably; and</li> <li>d) participation in international sporting or cultural days.</li> </ul> <p><b>K8.3</b> OL without pay may be approved in circumstances such as, but not limited to, where an employee is:</p> <ul style="list-style-type: none"> <li>a) in employment in the interests of the Department or the APS;</li> <li>b) accompanying a spouse or partner on a posting;</li> <li>c) undertaking a sabbatical to broaden employee skills and knowledge after having completed two years of service in the Department;</li> <li>d) a long-term volunteer or involved in community service work;</li> <li>e) extending leave following Parental Leave; or</li> <li>f) undertaking other personal development and training such as full-time study.</li> </ul>	<p><b>16.26 NAIDOC leave</b></p> <p>16.26.1 Paid leave will be approved by the Secretary, up to a maximum of 5 days per calendar year, for employees to prepare for or attend community organisation business, National Aboriginal and Islander Day Observation Committee (NAIDOC) Week functions, or other relevant cultural events.</p> <p><b>16.27 Discretionary leave</b></p> <p>16.27.1 Employees are able to access both paid and unpaid discretionary leave, including but not limited to:</p> <ul style="list-style-type: none"> <li>• leave to participate in international sporting events as a competitor or an official;</li> <li>• leave to attend as a witness in court proceedings;</li> <li>• leave for charity work;</li> <li>• leave to donate blood;</li> <li>• leave for special circumstances including graduation ceremonies;</li> <li>• moving day leave;</li> <li>• community service leave beyond 5 days;</li> <li>• obtaining approval to adopt a child; and</li> <li>• cultural or ceremonial leave</li> </ul>	<p>92.1 The Secretary may approve Other Leave with or without pay for a purpose that the Secretary considers to be in the interest of the Department or where the employee is entitled to leave under the NES.</p>

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<p><b>K8.4</b> OL will not be granted if another form of leave is more appropriate.</p> <p><b>K8.5</b> OL may be paid or unpaid leave:</p> <ul style="list-style-type: none"> <li>(a) subject to any condition imposed under this <b>clause K8</b>, approved OL with pay counts as service for all purposes;</li> <li>(b) approved OL without pay counts as service if the Secretary so decides in writing; and</li> <li>(c) OL without pay does not count as service for any purpose if the employee does not resume duty in the Department at the end of the period of the OL.</li> </ul>	<p><b>16.28 Leave without pay</b></p> <p>16.28.1 Where an employee is absent on leave without pay for a period of 30 days or greater this leave is not to count as service for any purpose.</p>	<p>92.2 Other Leave will generally be granted as leave without pay that does not count for service.</p>
	<p>Further information on leave is available in the Department's leave guidelines.</p>	<p>92.3 The Department's employment procedure sets out arrangements for Other Leave.</p>
<p><b>I2 UNAUTHORISED ABSENCE</b></p> <p><b>I2.1</b> If an employee is absent from duty without authorisation and the absence is longer than 30 minutes in total during any pay period, the absence shall be without pay and any other benefit provided under this Agreement (including but not limited to flextime) will cease to apply until the employee resumes duty or is granted leave or the Secretary decides otherwise.</p> <p><b>I2.2</b> An employee who is not entitled to access flextime in the above circumstances will revert to standard hours of work of 7.5 hours per day, from 8.30 am to 5.00 pm (or other standard hours determined by the employee's supervisor to genuinely address the employee's needs) for a period of time at the discretion of the delegate.</p> <p><b>I2.3</b> A period of absence under this <b>clause I2</b> will not count as service for any purpose.</p>	<p><b>15.2 Unauthorised absences</b></p> <p>If an employee is absent from duty without authorisation and the absence is longer than 30 minutes in duration in total in any single occurrence, the absence shall be without pay and any other benefit provided under this agreement (including but not limited to flex time) until the employee resumes duty or is granted leave or the Secretary decides otherwise.</p>	<p><b>93. UNAUTHORISED ABSENCE</b></p> <p>93.1 Where an employee is absent from work without approval, all salary and entitlements (including leave accrual) provided under this Agreement will cease to be available until the employee resumes work or is granted leave.</p> <p>93.2 Where an employee is absent from duty without authorisation, the period of absence will not count as service for any purpose.</p>
<p><b>SECTION L REDEPLOYMENT, RETRENCHMENT &amp; REDUNDANCY</b></p>	<p><b>24 REDEPLOYMENT, REDUCTION AND RETRENCHMENT</b></p>	<p><b>REDEPLOYMENT, RETRENCHMENT AND REDUNDANCY</b></p>
<p><b>L1 INTRODUCTION</b></p>	<p><b>24.1 Excess employees - coverage</b></p>	<p><b>94. INTRODUCTION</b></p>
<p><b>L1.1</b> The parties to this Agreement agree to support the redeployment of employees as the primary option in managing staffing levels across the Department.</p>		
<p><b>L1.2</b> The following provisions apply to ongoing APS employees not on probation.</p>	<p>24.1.1 The following redeployment, reduction and retrenchment (RRR) provisions will apply to ongoing employees who are not on probation.</p>	<p>94.1 The following provisions only apply to ongoing APS employees not on probation.</p>

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<p><b>L1.3</b> For the purposes of this Agreement, an employee may be declared excess if the Secretary considers that:</p>	<p><b>24.2 Definitions</b> 24.2.1 Excess employee: An employee is an excess employee if:</p>	<p>94.2 For the purposes of this Agreement, an employee may be declared excess if the Secretary considers that:</p>
<p>(a) the employee is included in a level of employees employed in the Department, which class comprises a greater number of employees than is necessary for the efficient and economical working of the Department; or</p>	<ul style="list-style-type: none"> <li>the employee is included in a class of employees employed in the Department, which class comprises a greater number of employees than is necessary for the efficient and economical working of the Department;</li> </ul>	<p>A. the employee is included in a class of employees employed in the Department, which class comprises a greater number of employees than is necessary for the efficient and economical working of the Department; or</p>
<p>(b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Department or structural or similar changes in the nature, extent or organisation of the functions of the Department; or</p>	<ul style="list-style-type: none"> <li>the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Department or changes in the nature, extent or organisation of the functions of the Department; or</li> </ul>	<p>b. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Department or structural or similar changes in the nature, extent or organisation of the functions of the Department; or</p>
<p>(c) the duties are to be performed at a different locality, which is not within a capital city and the employee is not willing to move to the different locality.</p>	<ul style="list-style-type: none"> <li>the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Secretary has determined that the provisions of this clause apply to that employee.</li> </ul>	<p>c. the duties are to be performed at a different locality, which is not within a capital city and the employee is not willing to move to the different locality.</p>
<p><b>L1.4</b> If requested, the employee may have a representative present at any discussions concerning the application of this <b>Section L</b> to the employee.</p>		<p>94.3 If requested, the employee may have a representative present at any discussions concerning the application of this section to the employee.</p>
<p><b>L2 CONSULTATION PROCESS</b></p>	<p><b>24.3 Consultation</b></p>	<p><b>95. NOTIFICATION AND CONSULTATION PROCESS</b></p>
<p><b>L2.1</b> When the Secretary is aware that an employee is likely to become excess, the Secretary will at the earliest practicable time commence the consultation process by advising the employee of the situation.</p>	<p>24.3.1 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,</p>	<p>95.1 When the Secretary is aware that an employee is likely to become excess, the Secretary will at the earliest practicable time commence the consultation process by advising the employee of the situation.</p>
<p><b>L2.2</b> Discussions with the potentially excess employee will be held to consider:</p>	<p>and offer to hold discussions with those employees, to consider:</p>	<p>95.2 Discussions with the potentially excess employee will be held to consider:</p>

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<p>(a) reasons for the excess employee situation and the method used to determine excess employees;</p> <p>(b) measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below level;</p> <p>(c) job swap opportunities at level;</p> <p>(d) referral to an appropriate employment agency at departmental expense; and</p> <p>(e) whether voluntary retrenchment might be appropriate and whether the employee wants to be offered voluntary retrenchment.</p>	<ul style="list-style-type: none"> <li>• actions that might be taken to reduce the likelihood of the employees becoming excess;</li> <li>• redeployment opportunities for the employees within the Department or another APS Department;</li> <li>• the possibility of retrenchment with the payment of a redundancy benefit; and</li> <li>• an employee may choose to be represented in any such discussions.</li> </ul>	<p>a. reasons for the excess employee situation and the method used to determine excess employees;</p> <p>b. redeployment opportunities for the employee at or below level within the Department or another APS department or agency;</p> <p>c. job swap opportunities at level with other employees in the Department;</p> <p>d. referral to an appropriate employment agency at departmental expense; and</p> <p>e. whether voluntary retrenchment might be appropriate and whether the employee wants to be offered voluntary retrenchment.</p>
<p><b>L2.3</b> Where an employee is potentially excess or is excess, the Secretary may:</p> <p>(a) invite employees who are not potentially excess to express interest in voluntary retrenchment, where those retrenchments would permit the redeployment of employees who are potentially excess;</p> <p>(b) allow a job swap within the Department where it is judged that:</p> <p>(i) the employee is suitable for the job after a reasonable period of adjustment; and</p> <p>(ii) it would be of no detriment to the efficient operation of the gaining area;</p> <p>(c) allow a job swap with another APS agency if it would be of no detriment to the efficient operation of the Department; and</p> <p>(d) if the employee wishes, refer the excess employee to an agreed employment agency at departmental expense.</p>		<p>95.3 Where an employee is potentially excess or is excess, the Secretary may (at the Secretary's discretion):</p> <p>a. invite employees who are not potentially excess to express interest in voluntary retrenchment, where those retrenchments would permit the redeployment of employees who are potentially excess.</p> <p>b. allow a job swap within the Department where it is judged that:</p> <p>i. the employee is suitable for the job after a reasonable period of adjustment; and</p> <p>ii. it would be of no detriment to the efficient operation of the gaining area;</p> <p>c. allow a job swap with another APS agency if it would be of no detriment to the efficient operation of the Department; and</p> <p>d. if the employee wishes, refer the excess employee to an agreed employment agency at departmental expense.</p>
<p><b>L2.4</b> Unless requested by the employee, the Secretary will not advise an employee that he or she is excess within one month of the employee receiving advice under <b>subclause L2.1</b> and until, in the opinion of the Secretary, the discussions in <b>subclause L2.2</b> have been completed.</p>	<p>24.3.2 This consultation period will extend for at least a 4 week period, but may be reduced with the written agreement of the employee.</p> <p>Note: Where 15 or more employees are likely to become excess, the Secretary is required to comply with the relevant provisions of Division 2 of Part 3-6 of the <i>Fair Work Act 2009</i> (requirement to notify Centrelink and relevant employee associations).</p>	<p>95.4 The Secretary will not advise an employee that he or she is excess within one month of the employee receiving advice under clause 68.1 and until, in the opinion of the Secretary, the discussions in clause 68.2 have been completed. The discussion period may be shortened by agreement with the employee.</p>

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<p><b>L2.5</b> If, one month after the commencement of the consultation process in <b>subclause L2.1</b>, the discussions in <b>subclause L2.2</b> have been completed and the employee has not secured a permanent job within the Department or another APS agency, the Secretary will, taking into account the redeployment prospects of the excess employee and the excess employee's wishes:</p> <p>(a) place the employee on a retention period; or</p> <p>(b) make an offer of voluntary retrenchment if an offer has not already been made under <b>clause L3</b>.</p>		<p>95.5 If, one month after the commencement of the consultation process in clause 68.1, the discussions in clause 68.2 have been completed and the employee has not secured a permanent job within the Department or another APS agency, the Secretary will, taking into account the redeployment prospects of the excess employee and the excess employee's wishes:</p> <p>a. place the employee on a retention period; or</p> <p>b. make an offer of voluntary retrenchment if an offer has not already been made under subsection <b>Error! Reference source not found.</b></p>
<p><b>L2.6</b> Prior to or at the time the Secretary notifies an employee that he or she is excess, the employee will receive the following information:</p> <p>(a) the amount of severance pay, pay in lieu of notice and paid up leave credits;</p> <p>(b) the amount of accumulated superannuation contributions;</p> <p>(c) options open to the employee concerning superannuation; and</p> <p>(d) taxation rules applicable to the various payments.</p>	<p><b>24.4 Consideration by excess employees</b></p> <p>24.4.1 Where the Secretary decides an employee is excess to the Department's requirements, the Secretary will:</p> <ul style="list-style-type: none"> <li>advise the employee in writing of the decision and may invite the employee to elect for retrenchment with the payment of a redundancy benefit;</li> <li>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; and</li> </ul>	<p>95.6 Prior to or at the time the Secretary notifies an employee that he or she is excess, the employee will receive the following information:</p> <p>a. the amount of redundancy benefit, pay in lieu of notice and paid up leave credits;</p> <p>b. the amount of accumulated superannuation contributions;</p> <p>c. options open to the employee concerning superannuation; and</p> <p>d. taxation rules applicable to the various payments.</p>
<p><b>L2.7</b> An excess employee will be reimbursed reasonable costs for financial counselling up to an amount determined by the Secretary and as reviewed by the consultative forum from time to time.</p>	<ul style="list-style-type: none"> <li>Reimburse the employee up to \$750 for expenses incurred in seeking financial advice.</li> </ul>	<p>95.7 An excess employee will be reimbursed reasonable costs for financial counselling up to an amount determined by the Secretary.</p>
<p><b>L3 VOLUNTARY RETRENCHMENT</b></p>		<p><b>96. VOLUNTARY RETRENCHMENT</b></p>
<p><b>L3.1</b> Where the Secretary invites an excess employee to elect to be retrenched, the employee will have a consideration period of one month to elect for voluntary retrenchment. The Secretary will not give notice of termination under section 29 of the PS Act on the grounds that the employee is excess to requirements before the end of that period.</p>	<p>24.4.2 Where the Secretary invites an excess employee to elect for retrenchment with a redundancy benefit, the employee will have 4 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.</p>	<p>96.1 Where the Secretary invites an excess employee to elect to be retrenched, the employee will have a consideration period of one month to elect for voluntary retrenchment. The Secretary will not give notice of termination under section 29 of the PS Act on the grounds that the employee is excess to requirements before the end of that period, unless the employee has requested this to occur.</p>

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<p><b>L3.2</b> On receipt of an agreement from the excess employee to be voluntarily retrenched, the Secretary will terminate the excess employee's employment under section.29 of the PS Act within five working days of the employee's agreement to voluntary retrenchment, or within such other period as is agreed.</p>		<p>96.2 On receipt of an agreement from the excess employee to be voluntarily retrenched, the Secretary will terminate the excess employee's employment under section 29 of the PS Act within five working days of the employee's agreement to voluntary retrenchment, or within such other period as is agreed.</p>
	<p>24.4.3 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.</p>	
<p><b>L3.3</b> Only one offer of a voluntary retrenchment will be made to an excess employee.</p>	<p>24.4.4 Only one invitation to elect for retrenchment with the payment of a redundancy benefit will be made to an excess employee.</p>	<p>96.3 96.4 Employees who do not advise the Department of their decision by the end of the consideration period will be taken to have rejected the offer of voluntary retrenchment. Only one offer of a voluntary retrenchment will be made to an excess employee.</p>
<p><b>L4 PERIOD OF NOTICE</b></p>	<p><b>24.6 Notice of termination</b></p>	<p><b>97. PERIOD OF NOTICE – TERMINATION WITH A VOLUNTARY RETRENCHMENT</b></p>
<p><b>L4.1</b> Where the employee agrees to be voluntarily retrenched under clause L3, the Secretary can approve the employee's retrenchment and upon approval will give the required notice of termination under s.29 of the PS Act. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years continuous service).</p> <p><b>L4.2</b> Where an employee is retrenched prior to the end of the notice period, the employee will receive payment in lieu of any unexpired portion of the consultation process, consideration and notice periods.</p>	<p>24.6.1 Where the employment of an excess employee is to be terminated under s.29 of the PS Act 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 5 years of continuous service).</p> <p>24.6.2 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.</p> <p>Note: s.117 of the <i>Fair Work Act 2009</i> has obligations in relation to payments in lieu of notice.</p>	<p>97.1 Where the employee agrees to be voluntarily retrenched under subsection 69, the Secretary can approve the employee's retrenchment and upon approval will give the required notice of termination under section 29 of the PS Act. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years continuous service).</p> <p>97.2 Where an employee is voluntarily retrenched prior to the end of the notice period, the employee will receive payment in lieu of any unexpired portion of the consultation process, consideration and notice periods.</p>
<p><b>L5 SEVERANCE BENEFIT</b></p>	<p><b>24.5 Redundancy benefit</b></p>	<p><b>98. REDUNDANCY BENEFIT</b></p>
<p><b>L5.1</b> An excess employee who elects to accept an offer of a VR and whose employment is then terminated by the Secretary under s.29 of the PS Act is entitled to be paid a redundancy payment 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, or any greater redundancy payment payable under the NES.</p>	<p>24.5.1 An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the Secretary under s.29 of the <i>Public Service Act 1999</i> on the grounds that he /she is excess to the requirements of the Department, is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the</p>	<p>98.1 An excess employee who elects to accept an offer of a voluntary retrenchment and whose employment is then terminated by the Secretary under section 29 of the PS Act is entitled to be paid a redundancy payment 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, or any greater redundancy payment payable under the NES.</p>

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	employee is entitled to under the National Employment Standards (NES).	
<p><b>L5.2</b> The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.</p>	<p>24.5.2 The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.</p>	<p>98.2 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.</p>
<p><b>L5.3</b> 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.</p>	<p>24.5.3 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 (refer 'rate of payment' sub-clause), subject to any minimum amount the employee is entitled to under the NES.</p>	<p>98.3 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 payment payable under the NES.</p>
<p><b>L5.4</b> Subject to <b>subclauses L5.5</b> and <b>L5.6</b>, service for redundancy pay purposes means:</p> <p>(a) service in the Department;</p> <p>(b) Government service as defined in section 10 of the <u><a href="#">Long Service Leave Act</a></u>;</p> <p>(c) service with the Commonwealth (other than service with a Joint Commonwealth- State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;</p> <p>(d) service with the Australian Defence Forces;</p> <p>(e) APS service immediately preceding deemed resignation under section 49 of the repealed <u><a href="#">Public Service Act 1922 (Cth)</a></u>, if the service has not previously been recognised for severance pay purposes; or</p> <p>(f) service in another organisation where an employee was moved from the APS to that organisation with a transfer of function, or an employee engaged by that organisation on work within a function is engaged as a result of the transfer of that function to the APS, and such service is recognised for Long Service Leave purposes.</p>	<p>24.6.3 Service for redundancy pay purposes: The following types of service are counted in the calculation of service for the purposes of a redundancy benefit:</p> <ul style="list-style-type: none"> <li>• service in an APS Department;</li> <li>• Government service as defined in section 10 of the <i>Long Service Leave (Commonwealth Employees) Act 1976</i>;</li> <li>• service with the Commonwealth, which is recognised for long service leave purposes, other than service with a Joint Commonwealth-State body or body corporate in which the Commonwealth does not have a controlling interest;</li> <li>• service with the Australian Defence Forces;</li> <li>• APS service immediately preceding deemed resignation (due to the marriage bar under the <i>Public Service Act 1922</i>) if service has not previously been recognised for redundancy pay purposes;</li> </ul> <p>service in another organisation where:</p> <ul style="list-style-type: none"> <li>• an employee was transferred from the APS to that organisation with a transfer of function; or</li> <li>• an employee engaged by that organisation on work within a function is engaged as an APS employee as a result of the transfer of that function to the APS; and</li> <li>• such function is recognised for long service leave purposes.</li> </ul>	<p>98.4 Subject to clauses 71.6 and 71.7, service for redundancy pay purposes means:</p> <ul style="list-style-type: none"> <li>a. service in the Department;</li> <li>b. Government service as defined in section 10 of the LSL Act;</li> <li>c. service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for LSL purposes;</li> <li>d. service with the Australian Defence Forces;</li> <li>e. APS service immediately preceding deemed resignation under section 49 of the repealed Public Service Act 1922 (<i>Cth</i>), if the service has not previously been recognised for severance pay purposes; or</li> <li>f. service in another organisation where an employee was moved from the APS to that organisation with a transfer of function, or an employee engaged by that organisation on work within a function is engaged as a result of the transfer of that function to the APS, and such service is recognised for LSL purposes.</li> </ul>

DIT	DRALGAS	Dept proposal
<p><b>L5.5</b> For earlier periods of service to count there must be no breaks between the periods of service, except where:</p> <p>(a) the break in service is less than one month 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</p> <p>(b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under section 49 of the repealed <u>Public Service Act 1922 (Cth)</u>.</p>	<p>24.6.4 For earlier periods of service to count there must be no breaks between the periods of service*, except where:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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 <i>Public Service Act 1922</i>.</li> </ul> <p>* this is also subject to the transfer of business rules under Part 2-8 of the FW Act</p>	<p>98.5 For earlier periods of service to count there must be no breaks between the periods of service, except where:</p> <ol style="list-style-type: none"> <li>a. the break in service is less than one month 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</li> <li>b. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under section 49 of the repealed Public Service Act 1922 (Cth).</li> </ol>
<p><b>L5.6</b> Any period of service which ceased:</p> <p>(a) through termination on the following grounds or on a ground equivalent to any of the following grounds:</p> <ol style="list-style-type: none"> <li>(i) the employee lacks, or has lost, an essential qualification for performing his or her duties;</li> <li>(ii) non-performance, or unsatisfactory performance, of duties;</li> <li>(iii) inability to perform duties because of physical or mental incapacity;</li> <li>(iv) failure to satisfactorily complete an entry level training course;</li> <li>(v) failure to meet a condition imposed under subsection 22(6) of the PS Act;</li> <li>(vi) breach of the APS Code of Conduct; or</li> <li>(vii) any other ground prescribed by the Public Service Regulations; or</li> </ol> <p>(b) on a ground equivalent to those in paragraph (a) above under the repealed <u>Public Service Act 1922</u>; or</p> <p>(c) through voluntary retrenchment at or above the minimum retiring age applicable to the employee; or</p> <p>(d) with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit, such as a military pension;</p> <p>will not count as service for redundancy pay purposes.</p>	<p>24.6.5 Any period of service which ceased by way of:</p> <ul style="list-style-type: none"> <li>• any of the grounds for termination specified in s.29 of the <i>Public Service Act 1999</i> (including any additional grounds prescribed in the PS Regulations);</li> <li>• on a ground equivalent to any of these grounds;</li> <li>• through voluntary retirement at or above the minimum retiring age applicable to the employee;</li> <li>• with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit;</li> </ul> <p>will not count as service for redundancy pay purposes.</p>	<p>98.6 Any period of service which ceased:</p> <ol style="list-style-type: none"> <li>a. through termination on the following grounds or on a ground equivalent to any of the following grounds: <ol style="list-style-type: none"> <li>i. the employee lacks, or has lost, an essential qualification for performing his or her duties;</li> <li>ii. non-performance, or unsatisfactory performance, of duties;</li> <li>iii. inability to perform duties because of physical or mental incapacity;</li> <li>iv. failure to satisfactorily complete an entry level training course;</li> <li>v. failure to meet a condition imposed under subsection 22(6) of the PS Act;</li> <li>vi. breach of the APS Code of Conduct; or</li> <li>vii. any other ground prescribed by the Public Service Regulations; or</li> </ol> </li> <li>b. on a ground equivalent to those in paragraph (a) above under the repealed Public Service Act 1922 (Cth); or</li> <li>c. through voluntary retrenchment at or above the minimum retiring age applicable to the employee; or</li> <li>d. with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit, such as a military pension;</li> </ol> <p>will not count as service for redundancy pay purposes.</p>
<p><b>L5.7</b> Absences from work which do not count as service for Long Service Leave purposes will not count as service for severance pay purposes.</p>	<p>Absences from work that do not count as service for leave purposes will not count as service for redundancy pay purposes.</p>	<p>98.7 Absences from work which do not count as service for LSL purposes will not count as service for severance pay purposes.</p>

DIT	DRALGAS	Dept proposal
<b>L6 RATE OF PAYMENT — REDUNDANCY BENEFIT</b>	<b>24.7 Rate of payment for redundancy benefit</b>	<b>99. RATE OF PAYMENT — REDUNDANCY BENEFIT</b>
<p><b>L6.1</b> For the purpose of calculating any payment under <b>subclause L5.1</b>, salary will include:</p> <p>(a) the employee's full-time salary, adjusted on a pro rata basis for periods of part-time service; or</p> <p>(b) the higher salary, where the employee has been in receipt of ARA for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retrenchment; and</p> <p>(c) 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 (e.g. car parking allowances), or a payment for disabilities associated with the performance of duty;</p> <p>(d) shift penalties, where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding being given notice of retrenchment. A weekly average of penalties due over the 12 months will be included in the salary; and</p> <p>(e) to the extent that redundancy payment is required by the NES, any additional amount required by the NES.</p>	<p>24.7.1 For the purposes of calculating any payment for a redundancy benefit, salary will include:</p> <ul style="list-style-type: none"> <li>• the employee's salary at the substantive work value level,</li> <li>• the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment,</li> <li>• 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, <ul style="list-style-type: none"> <li>• shift penalties – where applicable.</li> </ul> </li> </ul> <p>24.7.2 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:</p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>	<p>99.1 For the purpose of calculating any payment under clause 71.1, salary will include:</p> <ol style="list-style-type: none"> <li>a. the employee's full-time salary, adjusted on a pro rata basis for periods of part-time service; or</li> <li>b. the higher salary, where the employee has been in receipt of HDA for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retrenchment; and</li> <li>c. 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 (e.g. car parking allowances), or a payment for disabilities associated with the performance of duty;</li> <li>d. shift penalties, where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding being given notice of retrenchment. A weekly average of penalties due over the 12 months will be included in the salary; and</li> <li>e. to the extent that redundancy payment is required by the NES, any additional amount required by the NES.</li> </ol>
<b>L7 RETENTION PERIOD</b>	<b>24.7.3 Retention period</b>	<b>100. RETENTION PERIOD</b>
<p><b>L7.1</b> Where an excess employee has not accepted an offer of voluntary retrenchment, and unless he/she agrees otherwise, the excess employee will not be involuntarily terminated by the Secretary under s.29 of the PS Act until the following retention periods have elapsed.</p> <p>(a) 13 months where an employee has 20 or more years of service or is over 45 years of age; or</p> <p>(b) seven months for other employees.</p>	<ul style="list-style-type: none"> <li>• 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:</li> <li>• 56 weeks where the employee has 20 years or more service or is over 45 years of age; or</li> <li>• 30 weeks for all other employees.</li> </ul>	<p>100.1 An excess employee who does not accept an offer of voluntary retrenchment will be entitled to the following period of retention:</p> <ol style="list-style-type: none"> <li>a. 13 months where an employee has 20 or more years of service or is over 45 years of age; or</li> <li>b. seven months for other employees.</li> </ol>
	<p>24.7.4 If an employee is entitled to a redundancy payment under the NES, the relevant period in the above clause is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).</p>	<p>100.2 If an employee is entitled to a redundancy payment in accordance with the NES the relevant period in sub-clauses 73.1a and 73.1b above is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).</p>
<p><b>L7.2</b> The retention period will commence on the earlier of the following:</p> <p>(a) the day the employee is advised in writing by the Secretary that he or she is an excess employee; or</p> <p>(b) one month after the day on which the Secretary invites the employee to elect to be retrenched.</p>	<p>24.7.5 The retention period will commence on the day the Secretary advises the employee in writing that they are an excess employee.</p>	<p>100.3 The retention period will commence on the earlier of the following:</p> <ol style="list-style-type: none"> <li>a. the day the employee is advised in writing by the Secretary that he or she is an excess employee; or</li> <li>b. one month after the day on which the Secretary invites the employee to elect to be retrenched.</li> </ol>

DIT	DRALGAS	Dept proposal
<p><b>L7.3</b> The Secretary will consider an excess departmental employee in isolation from and not in competition with other applicants for vacancies to which an excess employee of the Department seeks a move at level. An excess employee on retention is not eligible to access the provisions of this Agreement for job swapping, being paragraphs L2.3(b) and L2.3(c) respectively.</p>		<p>100.4 The Secretary will consider an excess departmental employee in isolation from and not in competition with other applicants for vacancies to which an excess employee of the Department seeks a move at level. An excess employee on retention is not eligible to access the provisions of this Agreement for job swapping, being clauses 68.3b and c.</p>
<p><b>L7.4</b> During the retention period the Secretary:</p> <p>(a)will continue to take all reasonable steps to find alternative employment for the excess employee; and/or</p> <p>(b)may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at the employee's previous level for the balance of the retention period. The salary maintenance will include:</p> <p>(i) the higher salary where an employee has been in receipt of ARA for more than 12 months continuously and the ARA would have continued except for the excess situation; and</p> <p>(ii) 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.</p>	<p>24.7.6 During the retention period the Secretary:</p> <ul style="list-style-type: none"> <li>• will continue to take reasonable steps to find alternative employment for the excess employee; and</li> <li>• may, with four weeks' notice, reassign duties at a lower APS classification to the excess employee</li> <li>• where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain salary at the previous higher level for the balance of the retention period in sub-clause 24.7.3.</li> </ul>	<p>100.5 During the retention period the Secretary:</p> <ol style="list-style-type: none"> <li>a. will continue to take all reasonable steps to find alternative employment for the excess employee; and/or</li> <li>b. may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at the employee's previous level for the balance of the retention period. The salary maintenance will include: <ol style="list-style-type: none"> <li>i. the higher salary where an employee has been in receipt of HDA for more than 12 months continuously and the HDA would have continued except for the excess situation; and</li> <li>ii. 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.</li> </ol> </li> </ol>
<p><b>L7.5</b> During the retention period the excess employee will:</p> <p>(a)take reasonable steps to find alternative employment; and</p> <p>(b)actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.</p>	<p>24.7.9 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.</p>	<p>100.6 During the retention period the excess employee will:</p> <ol style="list-style-type: none"> <li>a. take reasonable steps to find alternative employment; and</li> <li>b. actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.</li> </ol>
<p><b>L7.6</b> The retention period will be extended by any periods of certified illness taken during the period.</p>	<p>24.7.7 The retention period will be extended by any periods of approved leave due to personal illness or injury of the employee (supported by medical evidence) taken during the retention period (calculated in accordance with clauses 1 and 2).</p>	<p>100.7 The retention period will not be extended by periods of leave taken by the excess employee. In exceptional circumstances, the Secretary may extend an employee's retention period by the amount equivalent to a period of PCL taken by an employee because of personal injury or illness.</p>

DIT	DRALGAS	Dept proposal
<p><b>L7.7</b> The excess employee is entitled to assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.</p>	<p>24.7.10 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.</p>	<p>100.8 The excess employee is entitled to assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.</p>
<p><b>L7.8</b> 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:</p> <p>(a) the Secretary may, with the agreement of the employee, terminate their employment under s.29 of the PS Act; and</p> <p>(b) on termination the employee will be paid a lump sum comprising:</p> <p>(i) the balance of the retention period (as shortened for the NES) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus</p> <p>(ii) the employee's NES entitlement to redundancy pay.</p>	<p>24.7.12 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:</p> <ul style="list-style-type: none"> <li>• the Secretary may terminate the employee's employment under s.29 of the <i>Public Service Act 1999</i>; and</li> <li>• upon termination, the employee will be paid a lump sum comprising:</li> <li>• the balance of the retention period (as shortened for the National Employment Standards under sub-clause 24.7.3) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus</li> <li>• the employee's NES entitlement to redundancy pay.</li> </ul>	<p>100.9 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:</p> <p>a. the Secretary may terminate their employment under section 29 of the PS Act; and</p> <p>b. on termination the employee will be paid a lump sum comprising:</p> <ul style="list-style-type: none"> <li>i. the balance of the retention period (as shortened for the NES) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus</li> <li>ii. the employee's NES entitlement to redundancy pay.</li> </ul>
<p><b>L7.9</b> An excess employee will be given four weeks notice (or five weeks notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that the employee will be involuntarily retrenched.</p>	<p>24.8.2 An excess employee's employment will not be involuntarily terminated without being given notice of termination under clause 24.5. Wherever possible, this notice period will be concurrent with the retention period.</p>	<p>100.10 An excess employee will be given four weeks notice (or five weeks notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that the employee will be involuntarily retrenched.</p>
<p><b>L7.10</b> An excess employee will not be retrenched involuntarily if the employee has not been invited to elect to be retrenched or has elected to be retrenched but the Secretary refuses to approve it.</p>	<p>24.8.3 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.</p>	
	<p>24.7.8 The Secretary may allow the excess employee to access the services of a redeployment assistance provider to the value of \$750.</p>	
	<p>24.7.11 Where an excess employee is required to move the employee's household to a new locality the Secretary may approve reasonable expenses where these expenses are not met by the prospective employer.</p>	

DIT	DRALGAS	Dept proposal
	<p><b>24.8. Involuntary termination of employment at the conclusion of the retention period</b></p> <p>24.8.1 In accordance with s.29 of the <i>Public Service Act 1999</i>, the Secretary may involuntarily terminate the employment of an excess employee at the end of the retention period.</p>	
<p><b>SECTION N SALARY RATES</b> <b>Enterprise Agreement 2011 - 2014: Remuneration</b></p> <p>Table D sets out the Department's rates of pay and classification levels under this Agreement.</p> <p><b>Table D</b></p>	Schedule A	<p><b>[SCHEDULE A] SALARY SCALES AND BROADBANDS</b> <b>TABLE 1: SALARY RATES</b></p> <p><b>TABLE 2: APS LEVEL 3/APS LEVEL 5 (GRADUATE) BROADBAND</b></p>
		<p><b>[SCHEDULE B] TRANSITIONAL ARRANGEMENTS</b></p>
		<p><b>PART 1: LEAVE</b></p> <p><b>1. PERSONAL CIRCUMSTANCES LEAVE</b></p> <p>1.1 Clauses 79.1 and 79.2 of this Agreement will commence to apply to affected employees from the anniversary date that the employee was last credited with leave under clause K4.11 of the DIT EA.</p>

DIT	DRALGAS	Dept proposal
		a.
		<b>PART 2: SALARY</b>
		<b>2. DEFINITIONS</b>  2.1 For the purposes of Part 3 of this [Schedule B], current salary means the employee's salary immediately prior to commencement of this Agreement.
		<b>3. FORMER DRALGAS EMPLOYEES</b> 3.1 This clause 3 applies to employees (affected employees) who, prior to 1 June 2015, had their terms and conditions set by operation of the <i>Determination under subsection 24(3) - Non-SES employees moved between APS agencies to give effect to the Administrative Arrangement Orders made by the Governor-General in Council on 18 September 2013 (as amended)</i> (Determination).
		3.2 If, at the date of commencement of this Agreement, an affected employee's current salary is above the maximum pay point for the employee's classification set out in column 3 of table 1 in [Schedule A], the employee's current salary will receive a salary increase of 1.50% on the commencement of the Agreement.
		3.3 Subject to clause 3.4, affected employees qualifying for the salary increase under clause 4.2 of this [Schedule B] are not entitled to salary increases provided under clause 11.1 of this Agreement.

DIT	DRALGAS	Dept proposal
		<p>3.4 Following the salary increase provided for by clause 3.2, affected employees who received that salary increase will be deemed to be on a non-standard salary and subsection 12 of this Agreement will apply.</p>
		<p>If, at the date of commencement of this Agreement, an affected employee's current salary is equivalent to a pay point for the employee's classification set out in column 2 of table 1 in [Schedule A], the employee's current salary will increase in accordance with the salary increases in clause 11.1 of this Agreement.</p> <p>a.</p>
		<p><b>2. EMPLOYEES PERFORMING LEGAL DUTIES AND PUBLIC AFFAIRS DUTIES</b></p>
		<p>2.1 This clause 8 applies to employees (affected employees) who, immediately prior to the commencement of this Agreement were covered by the DIT EA and employed in a legal or public affairs classification.</p>
		<p>2.2 If, at the date of commencement of this Agreement, an affected employee's current salary is above the maximum pay point for the employee's classification set out in column 3 of table 1 in [Schedule A], the employee's current salary will increase by the salary increases in clause 11.1 of this Agreement with effect on and from the commencement of this Agreement.</p>
		<p>2.3 If, at the date of commencement of this Agreement, an affected employee's current salary is at or below the maximum pay point for the employee's classification set out in column 3 of table 1 in [Schedule A]:</p> <p>a. the employee's salary will be set at the corresponding pay point or the next highest pay point (as applicable) applying to the employee's classification in column 3 of table 1 in [Schedule A]; and</p> <p>b. the employee's salary will not be increased by the salary increase in clause 11.1a) of this Agreement.</p>
<p><b>SECTION O EMPLOYEES ON SUPPORTED WAGE</b></p>		<p><b>[SCHEDULE C] SUPPORTED WAGE SYSTEM</b></p>
<p><b>O1 EXCLUSIONS</b></p> <p>This Section O does not apply to a current employee with a workers' compensation claim against the Department (regardless of whether liability has been accepted by Comcare), or to any employee undertaking rehabilitation for a work-related injury or illness.</p>		<p><b>1. EXCLUSIONS</b></p> <p>1.1 This Schedule C does not apply to a current employee with a workers' compensation claim against the Department (regardless of whether liability has been accepted by Comcare), or to any employee undertaking rehabilitation for a work-related injury or illness.</p>

DIT	DRALGAS	Dept proposal																																								
<p>This Section O does not apply to the Department in respect of any programme, undertaking, or service funded under the <a href="#">Disability Service Act 1986 (Cth)</a> to enable the Department to fulfil the dual role of service provider and sheltered employer to people with disabilities or who receive or are eligible for a Disability Support Pension, except to the extent that the Department, or a part of the Department, is recognised under ss.10 or 12A of that Act.</p>		<p>1.2 This Schedule C does not apply to the Department in respect of any programme, undertaking, or service funded under the <a href="#">Disability Service Act 1986 (Cth)</a> to enable the Department to fulfil the dual role of service provider and sheltered employer to people with disabilities or who receive or are eligible for a Disability Support Pension, except to the extent that the Department, or a part of the Department, is recognised under ss.10 or 12A of that Act.</p>																																								
<p><b>O2 ELIGIBLE EMPLOYEES</b></p>		<p><b>2. ELIGIBLE EMPLOYEES</b></p>																																								
<p><b>O2.1</b> This Section O applies to an employee who is unable to perform the range of duties of his or her job at the required level of competence because the employee's productive capacity is affected by a disability and the employee meets the impairment criteria for a Disability Support Pension.</p>		<p>2.1 This Schedule C applies to an employee who is unable to perform the range of duties of his or her job at the required level of competence because the employee's productive capacity is affected by a disability and the employee meets the impairment criteria for a Disability Support Pension.</p>																																								
<p><b>O2.2</b> Employees to whom this Section O applies will be paid the percentage of the rate of pay applying to the duties of the employee's job relevant to the employee's assessed performance capacity as set out in Table E.</p>		<p>2.2 Employees to whom this Schedule C applies will be paid the percentage of the rate of pay applying to the duties of the employee's job relevant to the employee's assessed performance capacity as set out in Table E.</p>																																								
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<p><b>O2.4</b> If an employee's assessed capacity is 10% or less, the Department will provide a higher degree of assistance and support to him or her.</p>		<p>2.4 If an employee's assessed capacity is 10% or less, the Department will provide a higher degree of assistance and support to him or her.</p>																																								

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<p><b>O2.5</b> The productive capacity of an employee will be assessed in accordance with the SWS and documented in an assessment instrument by the Department and an Accredited Assessor.</p>		<p>2.5 The productive capacity of an employee will be assessed in accordance with the SWS and documented in an assessment instrument by the Department and an Accredited Assessor.</p>
<p><b>O2.6</b> An assessment instrument applying to an employee will be agreed and signed by the parties to the assessment, and lodged by the Department with Fair Work Australia together with the employee's applicable rate of pay.</p>		<p>2.6 An assessment instrument applying to an employee will be agreed and signed by the parties to the assessment, and lodged by the Department with Fair Work Commission together with the employee's applicable rate of pay.</p>
<p><b>O2.7</b> The Department will review the employee's applicable rate of pay annually. The Department may undertake an earlier review on request if it is reasonable and practicable to do so. The review process will be in accordance with the procedures for assessing capacity under the SWS.</p>		<p>2.7 The Department will review the employee's applicable rate of pay annually. The Department may undertake an earlier review on request if it is reasonable and practicable to do so. The review process will be in accordance with the procedures for assessing capacity under the SWS.</p>
<p><b>O2.8</b> An employee to whom this Section O applies will receive the same terms and conditions of employment as apply to all other employees paid on a pro rata basis.</p>		<p>2.8 An employee to whom this Schedule C applies will receive the same terms and conditions of employment as apply to all other employees paid on a pro rata basis.</p>
<p><b>O3 TRIAL PERIOD OF EMPLOYMENT</b></p>		<p><b>3. TRIAL PERIOD OF EMPLOYMENT</b></p>
<p><b>O3.1</b> The Department may employ a person under the provisions of this Section O for a trial period under an interim contract of employment for a period not exceeding 12 weeks to enable the assessment of the person's performance capacity.</p>		<p>3.1 The Department may employ a person under the provisions of this Schedule C for a trial period under an interim contract of employment for a period not exceeding 12 weeks to enable the assessment of the person's performance capacity.</p>
<p><b>O3.2</b> If any additional work adjustment time is required during the trial period, the additional time must not exceed a further 4 weeks.</p>		<p>3.2 If any additional work adjustment time is required during the trial period, the additional time must not exceed a further 4 weeks.</p>
<p><b>O3.3</b> During the trial period, the assessment of the person's capacity will be undertaken and the rate of pay determined for the person's ongoing employment.</p>		<p>3.3 During the trial period, the assessment of the person's capacity will be undertaken and the rate of pay determined for the person's ongoing employment.</p>
<p><b>O3.4</b> During the trial period the person will be paid in accordance with the minimum weekly payment set by the Fair Work Australia (or its predecessor) or such appropriately higher amount as may be determined during the life of this Agreement to reflect one or more increases in the minimum wage.</p>		<p>3.4 During the trial period the person will be paid in accordance with the minimum weekly payment set by the Fair Work Commission (or its predecessor) or such appropriately higher amount as may be determined during the life of this Agreement to reflect one or more increases in the minimum wage.</p>
<p><b>O3.5</b> On the completion of the trial period, if the Department and the person decide to establish a continuing employment relationship, a further contract of employment will be entered into based on the rate of pay determined under Table E.</p>		<p>3.5 On the completion of the trial period, if the Department and the person decide to establish a continuing employment relationship, a further contract of employment will be entered into based on the rate of pay determined under Table E.</p>

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<p><b>O3.6</b>The Department will, in considering the engagement of a person to whom this Section O may apply, take reasonable steps to consider changes in the workplace that will enhance the person's capacity to perform the duties of the job. Changes may involve the re-design of duties, or new time or work arrangements. The Department will consult other employees in the area in these circumstances.</p>		<p>3.6 The Department will, in considering the engagement of a person to whom this Schedule C may apply, take reasonable steps to consider changes in the workplace that will enhance the person's capacity to perform the duties of the job. Changes may involve the re-design of duties, or new time or work arrangements. The Department will consult other employees in the area in these circumstances.</p>
<p><b>INTERPRETATION</b></p>		<p><b>4. INTERPRETATION</b> 4.1 In this Schedule C:</p>
<p><b>Accredited assessor</b> means a person accredited by the managing unit established by the Australian Government under the Supported Wage System (SWS) to perform assessments of an individual's productive capacity within the SWS.</p>		<p><b>Accredited assessor</b> means a person accredited by the managing unit established by the Australian Government under the Supported Wage System (SWS) to perform assessments of an individual's productive capacity within the SWS.</p>
<p><b>Assessment instrument</b> means the form provided for under the SWS that records the assessment of the productive capacity of the person to be employed under the SWS.</p>		<p><b>Assessment instrument</b> means the form provided for under the SWS that records the assessment of the productive capacity of the person to be employed under the SWS.</p>
<p><b>Disability support pension</b> means the Australian Government pension scheme to provide income security for persons with a disability as provided for under the <i>Social Security Act 1991</i> as amended from time to time, or any successor to that scheme.</p>		<p><b>Disability support pension</b> means the Australian Government pension scheme to provide income security for persons with a disability as provided for under the <i>Social Security Act 1991</i> as amended from time to time, or any successor to that scheme.</p>
<p><b>Supported wage system</b> means the Australian Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in <a href="#">Supported Wage System: Guidelines and Assessment Process</a>.</p>		<p><b>Supported Wage System</b> means the Australian Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in <a href="#">Supported Wage System: Guidelines and Assessment Process</a>.</p>
<p><b>SECTION B ACHIEVING RESULTS THROUGH PEOPLE</b></p>		
<p><b>B1 INTRODUCTION</b></p>		
<p>B1.1 The Department and its employees commit to the following four key principles underpinning performance exchanges and individual plans:</p> <ul style="list-style-type: none"> <li>(a) commitment - to develop people to achieve the Department's aims and objectives;</li> <li>(b) planning - to be clear about the Department's aims and objectives and what people need to do to achieve them;</li> <li>(c) action - to develop people effectively in order to improve performance; and</li> <li>(d) evaluation - to understand the impact of investing in people to achieve good performance.</li> </ul>		
<p><b>B4 RECOGNITION AND REWARD</b></p>		
<p>B4.1 Recognition and reward schemes will operate to:</p> <ul style="list-style-type: none"> <li>(a) encourage and reward achievements by individuals and</li> </ul>		

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<p>teams; and</p> <p>(b) strengthen commitment to the values and objectives of the Department by encouraging behaviours which align with the APS values and the Department's service standards.</p> <p>B4.2 Informal recognition is an essential component of the feedback between manager and employee. The Department will support strategies aimed at ensuring high levels of informal recognition. The Department will encourage coaching, mentoring and feedback programs that reinforce the importance of informal recognition strategies.</p>		
<p><b>B8 PROVISION OF LEGAL COUNSEL</b></p> <p>B8.1 If an employee is required to attend a court, tribunal, or other similar forum, as part of the employee's official duties for the Department, the employee will be provided with appropriate legal representation consistent with the Department's Chief Executive's Instructions.</p>		
<p><b>B7 RECRUITMENT</b></p>		

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<p>B7.1 All recruitment decisions in the Department are made in accordance with the <u>Public Service Act 1999</u>, and the <u>Public Service Commissioner's Directions</u>.</p> <p>Section 10(2) of the PS Act sets out that a decision relating to engagement and promotion is based on merit if:</p> <ul style="list-style-type: none"> <li>(a) an assessment is made of the relative suitability of candidates for the duties, using a competitive selection process; and</li> <li>(b) the assessment is based on the relationship between the candidates' work- related qualities genuinely required for the duties; and</li> <li>(c) the assessment focuses on the relative capacity of the candidates to achieve outcomes related to the duties; and</li> <li>(d) the assessment is the primary consideration in making the decision.</li> </ul> <p>For other selection decisions, such as assignment of duties at level or to a lower classified position, whether on an ongoing or temporary basis or temporary assignments to a higher classification, merit is defined at Clause 2.3(1) (b) of the Public Service Commissioner's Directions:</p> <p><i>For any other employment decision in the Agency the decision is made on the basis of an assessment of a person's work-related qualities and the work-related qualities required for efficient and effective organisational performance.</i></p>		
<p>B7.2 Where a permanent vacancy exists, the Secretary may:</p> <ul style="list-style-type: none"> <li>(a) transfer an employee whose substantive level is the same as the vacancy; or</li> <li>(b) advertise the vacancy internally and externally for filling.</li> </ul> <p>The Secretary will use the relevant processes as outlined in the Department's employment procedures on selection and recruitment.</p>		
<p>B7.3 In determining the process to be used at subclause B7.2, the Secretary will take into account the employees who work in activities where funding is unlikely to be continued.</p>		

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B7.4 Jobs that are, or are likely to be, available for periods of greater than eight weeks will first be advertised within the Department as open to all ongoing employees.		
B7.5 The reasons for decisions taken in respect of selection activities are to be documented and retained in accordance with procedures outlined in the Department's employment procedures on selection and recruitment.		
B7.6 Feedback, about why an employee was not successful, is to be provided to that employee if he or she is unsuccessful in obtaining an advertised vacancy. Feedback should include information on areas where the employee needs to develop to be successful for similar vacancies in the future.		
<b>SECTION C ACHIEVING EQUALITY AND FAIRNESS IN THE WORKPLACE</b>		
<p><b>C1 WORK LIFE BALANCE</b></p> <p><b>C1.1</b> The Department recognises the need for employees to establish an appropriate balance between work and other commitments. To meet this goal the Department is committed to providing employees with the flexibility to achieve a work life balance that recognises the family, caring (including for the elderly and disabled) and other personal commitments of employees through:</p> <ul style="list-style-type: none"> <li>(a) developing and promoting programs that facilitate employee awareness of maintaining a work life balance;</li> <li>(b) continuing to offer flexible working arrangements that enable managers and employees to balance the achievement of an individual's personal and work commitments;</li> <li>(c) retaining flexible leave provisions; and</li> <li>(d) facilitating home-based work.</li> </ul>	<p><b>15 HOURS OF WORK</b></p> <p><i>The Department recognises that employees have personal commitments outside work hours that need to be balanced with their workloads and organisational commitments. Managers will endeavour to assist employees meet personal commitments outside of work where possible while continuing to contribute to the achievement of the Department's organisational objectives.</i></p>	
<p><b>C4 EMPLOYEE REPRESENTATION</b></p> <p><b>C4.1</b> The Department acknowledges the important contribution of employee representation in developing and implementing aspects of this Agreement and agrees employees can choose to have the assistance (including representation) of their employee representatives.</p>	<p><b>18.2 Employee representatives</b></p> <p><b>18.2.1</b> The persons and organisations covered by this agreement 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.</p>	

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<p><b>C5 PROVISION OF FACILITIES TO EMPLOYEE REPRESENTATIVES WHO ARE EMPLOYEES OF THE DEPARTMENT</b></p> <p><b>C5.1</b> The Department will provide employee representatives involved in matters relating to this Agreement with reasonable time off for those duties and with reasonable time off in lieu of their participation in accordance with clause <b>K8.2</b>.</p> <p><b>C5.2</b> Employee representatives involved in matters relating to this Agreement will agree their time and work commitments with their supervisors.</p> <p><b>C5.3</b> The Department's <u>Union and Workplace Delegates' Framework</u>, agreed by the Department and CPSU, sets out arrangements in relation to workplace representation activity by the union or its delegates within the workplace. The use of such facilities in this capacity must be in accordance with applicable Department's IT procedures and the APS Code of Conduct.</p> <p><b>C5.4</b> Employee representatives involved in matters relating to this Agreement may be required by the Department to participate in sub-committees or working parties to address specific implementation issues.</p>	<p>18.2.2 The rights of workplace delegates are included in Schedule C.</p> <p>Schedule C – Workplace Delegates</p> <p>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:</p> <ul style="list-style-type: none"> <li>• the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;</li> <li>• recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;</li> <li>• the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act</li> <li>• 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;</li> <li>• the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';</li> <li>• undertaking their role and having union representation on an agency's workplace relations consultative committee;</li> <li>• 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;</li> <li>• the right to address new employees about union membership at the time they enter employment;</li> <li>• the right to consultation, and access to relevant information about the workplace and the agency; and</li> <li>• the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.</li> </ul> <p>In discharging any roles that may involve undertaking union business, the rights of union workplace delegates are:</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• reasonable access to appropriate training in workplace relations matters including training provided by a union;</li> <li>• reasonable paid time off to represent union members in the agency at relevant union forums. In exercising their rights,</li> </ul>	

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	<p>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.</p> <p>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.</p>	
<p><b>C6 DIVERSITY</b></p> <p><b>C6.1</b> The Department and its employees commit to respecting and valuing the diversity of the Department's workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.</p> <p><b>C6.2</b> The parties covered by this Agreement recognise their shared desire to assist and involve Indigenous people in the workplace by:</p> <p>(a) providing a sensitive and supportive environment for Indigenous people; and</p> <p>(b) supporting Australian Government programs in relation to employment of Indigenous people.</p> <p><b>C6.3</b> Every endeavour will be made to ensure that neither the Agreement nor its operations are directly or indirectly unlawfully discriminatory in effect.</p>	<p><b>21 DIVERSITY AND INCLUSION</b></p> <p>21.1 The Department is committed to promoting and supporting workplace diversity and to creating an environment that values and utilises the contributions of people with different backgrounds, experiences and perspectives. The department is also committed to increasing employment opportunities and accessibility for:</p> <ul style="list-style-type: none"> <li>• people with a disability;</li> <li>• indigenous peoples; and</li> <li>• people from culturally and linguistically diverse backgrounds.</li> </ul> <p>The Department commits to developing programs that increase awareness of the full range of diversity issues.</p> <p>21.3 The Department and its employees commit to respecting and valuing the diversity of the Department's workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.</p>	
<p><b>C7 CARER'S FACILITIES</b></p> <p><b>C7.1</b> The Department will maintain, where practicable, facilities to allow employees with child caring responsibilities to perform their duties in the workplace, on a needs basis.</p>		
<p><b>C8 RETAINING SKILLED EMPLOYEES, INCLUDING MATURE AGED EMPLOYEES</b></p> <p><b>C8.1</b> The Department recognises the value of retaining skilled and experienced employees, including mature aged employees and will support Australian Government programs in relation to the employment and retention of mature aged employees. With the continued ageing of the Australian workforce, management and work practices should optimise the contribution of mature age employees, and encourage those who are making a valuable contribution to stay longer in the workforce.</p> <p><b>C8.2</b> In keeping with the Department's commitment to work/life balance, flexible working arrangements such as part-time work and other provisions contained in this Agreement can be suitable for use by mature age employees as a means to assist their transition to retirement. Employees are encouraged to explore these flexibilities as a means of extending their working lives. Subject to operational requirements, managers will consider flexible working arrangements including phased-in retirement, postponed retirement and options to return to work post-</p>		

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retirement, as a means of retaining mature age employees who might otherwise choose to leave the Department.		
<b>SECTION D ACHIEVING SAFETY IN THE WORKPLACE</b>		
<b>D1 ACCOMMODATION</b>		
<p><b>D1.1</b> The parties covered by this Agreement agree that accommodation, including the provision of employee amenities to both Canberra and regional based employees, will be designed and implemented through a consultative process in accordance with the following principles, subject to any APS wide arrangements initiated during the life of the Agreement or if there are any specialist accommodation requirements:</p>		
<p>(a) Departmental</p> <ul style="list-style-type: none"> <li>i) optimise opportunities for improved work group efficiency and productivity, with a view to maintaining current amenity;</li> <li>ii) optimise the operational and physical flexibility for the whole of the organisation and for individual work groups;</li> <li>iii) maximise the interaction within and between groups and individuals;</li> <li>iv) express a unified corporate identity;</li> <li>v) improve workplace environment; and</li> <li>vi) support organisational change.</li> </ul>		

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<p>(b) Fit-Out Design</p> <ul style="list-style-type: none"> <li>i) provide an environment that has the capacity to meet the changing organisational needs of the Department;</li> <li>ii) provide standardised work-points which can easily and quickly be re-configured without disturbing productivity;</li> <li>iii) provide a comfortable, pleasant work environment;</li> <li>iv) meet Australian standards for lighting, air-conditioning and air-quality, while mindful of energy obligations;</li> <li>v) provide equitable access to natural light;</li> <li>vi) standardise furniture;</li> <li>vii) provide functional areas for staff, e.g., meeting rooms, break-out areas, storage, photocopy areas; and</li> <li>viii) provide for more efficient use of work areas, offices, meeting and tertiary spaces.</li> </ul>		
<p><b>D1.2</b> The Department will comply with the following minimum standards:</p> <ul style="list-style-type: none"> <li>(a) individual work spaces in a standard four-booth configuration will be 7.74m<sup>2</sup>, with a minimum of 7.3m<sup>2</sup> for non-standard configurations - individual work space includes the standard suite of work station furniture (desk, chair, bookcase and storage unit/locker) and circulation space; and</li> <li>(b) office space allocation per employee to be no less than 17m<sup>2</sup> - office space includes all meeting, utility, office and ancillary space.</li> </ul>		
<p><b>D1.3</b> The Departmental Consultative Committee will have a monitoring and recommendatory role on matters arising under this <b>clause D1</b>.</p>		
<p><b>G5 EMPLOYEES TRAVELLING ON OFFICIAL DUTY - DOMESTIC AND OVERSEAS Terms and conditions</b></p> <p><b>G5.1</b> The Department's Travel Policy sets out the arrangements for official travel undertaken by departmental employees.</p> <p><b>G5.2</b> The Department will meet all fair and reasonable</p>	<p><b>14.3 Domestic and overseas travel on official duties</b></p> <p>14.3.1 The Department will meet all fair and reasonable costs associated with official domestic and international travel while an employee is on official duty.</p>	

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<p>costs associated with official domestic and international travel while an employee is on official duty.</p> <p><b>G5.3</b> An employee travelling on official duty must use the Travel Card for any travel costs and the cost of accommodation, meals and any incidental expenses incurred by the employee, except where accommodation or meals, or both, are provided.</p> <p><b>G5.4</b> If an employee travelling on official duty is required to take Personal Circumstances Leave for medical reasons, the employee may apply to the Secretary to be reimbursed for the cost of his or her return home. Any reimbursed costs must not exceed the amount that would have been payable had the employee been on duty.</p> <p><b>G5.5</b> The Secretary will determine the rates for overseas travel but 'business class' travel or its equivalent will be the standard. However, an alternative class of travel may be approved, for which a minimum number of hours for business may be specified.</p> <p><b>G5.6</b> The Secretary may approve an alternative class of international or domestic travel if, in relation to any trip involving more than three hours of travel, it can be demonstrated that the duration of the trip or the personal health of the employee warrants the alternative class of travel.</p> <p><b>G5.7</b> The Secretary may require a request for approval of 'business class' travel based on medical grounds to be supported by a medical certificate.</p> <p><b>G5.8</b> Employees travelling overseas on official duty are entitled to reasonable rest breaks.</p>	<p>14.3.2 An employee travelling on official duty must use the Departmental corporate credit card for travel costs including the cost of accommodation, meals and any incidental expenses incurred by the employee, except where accommodation or meals, or both, are provided, or in locations where there are no facilities for the use of the Departmental corporate credit card.</p> <p>14.3.3 Where payment using a corporate credit card is not possible, employees will not be out of pocket for the reasonable cost of accommodation, meals, incidentals or other costs incurred. In these cases, where possible, accommodation and transport costs will be prepaid. Where prepayment is not possible a cash advance may be made available or reimbursement will be made as soon as possible, including from petty cash for items under the limit of petty cash arrangements. Further information can be found in the Department's Chief Executive Instructions and Operational Guidelines.</p> <p>14.3.4 An employee travelling on official duties who falls ill and needs to use personal leave may do so. In the case of emergencies the Secretary may upon request approve emergency travel or other payments as required. Employees on official travel are entitled to reasonable rest breaks.</p> <p>14.3.5 The Secretary may determine alternative travel arrangements including but not limited to the class of travel, accommodation or incidental expenses upon request.</p>	