



Australian Government
**Department of Agriculture,
Fisheries and Forestry**

The Department of Agriculture, Fisheries and Forestry



Collective Agreement **2009–11**

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1 TITLE

1.1.1 This Agreement shall be known as the Department of Agriculture, Fisheries and Forestry Collective Agreement 2009–11.

1.2 Preamble

1.2.1 The Department:

- is committed to providing employees with a work life balance that recognises the family, caring (including for the elderly and disabled) and other personal commitments of employees. This Agreement contains measures and entitlements designed to achieve that balance and employees have a right to request access to these provisions.
- is committed to securing the health and safety of all its employees at work. All parties to this Agreement are committed to a safe workplace, in accordance with the requirements of the *Occupational and Health Safety Act 1991*, that is free from discrimination, harassment and bullying.
- respects and values fairness, equity and diversity. The parties to the Agreement agree to promote a discrimination-free workplace.

2 CLASSIFICATION AND PAY

2.1 CLASSIFICATION STRUCTURE

2.2 Classification Structure and Translation to the New Classification Structure

2.2.1 From the date of operation of this Agreement an eight level classification structure operates within the department with separate broadbands for Graduates, Trainees and On Plant Veterinarians. The Department's classification structure is described in Table 2.4 and is supported by work level standards. The parties to this Agreement agree to consult and review and where necessary develop work level standards for all classifications within the first twelve months from the commencement of operation of this Agreement.

2.2.2 Where salary barriers exist, other than the barrier between APS 2 and APS 3 levels in Biosecurity Services Group as described in clause 2.10, movement above the barrier will be based on work availability and a merit selection based on the appropriate work level standard which may include mandatory qualifications.

2.2.3 Newly engaged employees from the date of operation of this Agreement will be assigned a classification in accordance with the classification structure contained in Table 2.4.

- 2.2.4 All existing employees, other than those referred to in clauses 2.2.5 and 2.2.6 will be transferred to the new classification structure with effect from the latter date of 3 September 2009 or date of operation of this Agreement.
- 2.2.5 Existing employees in the Science stream who are classified at DAFF Band three work level six or DAFF Band two work level one and employees classified as Graduates, Indigenous Cadets or employees in Traineeships will not be transferred to the new structure as they would be disadvantaged by doing so. Graduates, Indigenous cadets and employees on Traineeships will be able to be transferred to the new structure on successful completion of the Graduate Development Program, Cadetship or Traineeship.
- 2.2.6 Existing employees classified as DAFF Band 2 work level 6(b) will not transfer to the new classification structure.
- 2.2.7 In accordance with the *Public Service Act 1999*, employees whose existing classification and work level is included in Table 1 below will be allocated a classification in a lower classification group than their current DAFF classification, and will therefore be required to consent to the reduction of their classification. It is agreed that there will be no change in work value or reduction in salary.
- 2.2.8 Where an employee in a classification listed in Table 1 below consents to transfer to the new structure by 3 September 2009 the transfer will take effect in accordance with clause 2.2.4. Where an employee consents to transfer after 3 September 2009 or date of operation of the Agreement the transfer will occur from the date of the consent. Employees who do not consent to transfer in accordance with this clause will remain at their existing DAFF classification.

Table 1

Stream	Classification
Policy and Technical	DAFF Band three work level seven DAFF Band two work level five DAFF Band one work level three DAFF Band one work level two DAFF Band one work level one.
Science	DAFF Band three work level three

- 2.2.9 No employee will be reduced in salary as a result of transferring to the new structure. Employees will transfer from their existing pay point to the corresponding pay point in the new classification structure in accordance with Tables 2.1 to 2.3.

- 2.2.10 Employees who are at the maximum pay point of their DAFF classification before transferring to the new structure will transfer immediately to the next highest pay point in the new structure where one is available provided that ;
- they progressed to their current pay point as a result of the 2007/8 performance assessment or were at the maximum pay point prior to the completion of the 2007/8 performance assessment cycle and;
 - they achieve a performance standard of fully effective or higher in the 2008/9 performance assessment cycle.

Table 2 – Translation to new classification structure

POLICY AND TECHNICAL WORK STANDARDS	APS CLASSIFICATION	SCIENCE WORK STANDARDS	VETERINARY WORK STANDARDS
	Executive Level 2	EL2.12	
		EL2.11	
		EL2.10	
		EL2.09	
		EL2.08	EL2.08
EL2.07		BARRIER	BARRIER
BARRIER		EL2.07	EL2.07
EL2.06		EL2.06	BARRIER
EL2.05		EL2.05	
EL2.04		EL2.04	
EL2.03	EL2.03	EL2.03	
EL2.02	EL2.02	EL2.02	
EL2.01	EL2.01	EL2.01	
EL1.05	Executive Level 1	EL1.05	
EL1.04		EL1.04	
EL1.03		EL1.03	
EL1.02		EL1.02	
EL1.01		EL1.01	
	APS Level 6		APS 6.08
			APS 6.07
			APS 6.06
APS 6.05		APS 6.05	
APS 6.04		APS 6.04	
APS 6.03	APS 6.03		
APS 6.02	APS 6.02		
APS 6.01	APS 6.01		
APS 5.04	APS Level 5		APS 5.04
APS 5.03			APS 5.03
APS 5.02			APS 5.02
APS 5.01			APS 5.01
APS 4.04	APS Level 4	APS 4.04	APS 4.04
APS 4.03		APS 4.03	APS 4.03
APS 4.02		APS 4.02	APS 4.02
APS 4.01		APS 4.01	APS 4.01
APS 3.03	APS Level 3		APS 3.03
APS 3.02			APS 3.02
APS 3.01			APS 3.01
APS 2.02	APS Level 2		
APS 2.01			
APS 1.03	APS Level 1		
APS 1.02			
APS 1.01			

Table 2.1 – Policy and Technical Pay Rates – Translation

New Class	DAFF Class			Current Salary	1 st Pay Increase	At Translation
	Band	WL	PP			
EL 2.07	3	9	1	109 586	114 079	114 079
Barrier						
EL 2.06				New PP	New PP	113 225
EL 2.05	3	8B	1	107 766	112 184	112 184
EL 2.04	3	8A	3	104 524	108 809	108 809
EL 2.03				New PP	New PP	106 971
EL 2.02	3	8A	2	98 562	102 603	103 477
EL 2.01	3	8A	1	92 601	96 398	99 938
Barrier						
EL 1.5				New PP	New PP	93 170
EL 1.4				New PP	New PP	91 114
EL 1.3	3	7	3	85 790	89 307	89 307
EL 1.2	3	7	2	82 692	86 082	86 082
EL 1.1	3	7	1	79 564	82 826	82 826
Barrier						
APS 6.5				New PP	New PP	77 645
APS 6.4				New PP	New PP	75 827
APS 6.3	2	6	3	70 841	73 745	73 745
APS 6.2	2	6	2	65 313	67 991	70 073
APS 6.1	2	6	1	63 539	66 144	68 226
Barrier						
APS 5.4				New PP	New PP	65 624
APS 5.3	2	5	3	60 545	63 027	64 197
APS 5.2	2	5	2	59 009	61 428	62 469
APS 5.1	2	5	1	57 475	59 831	60 872
Barrier						
APS 4.4				New PP	New PP	59 945
APS 4.3	2	4	3	55 584	57 863	58 885
APS 4.2	2	4	2	53 175	55 355	56 545
APS 4.1	2	4	1	51 191	53 290	55 228
Barrier						
APS 3.3				New PP	New PP	53 517
APS 3.2	2	3	2	49 574	51 607	51 607
APS 3.1	2	3	1	47 127	49 059	49 264
Soft Barrier (BroadBand) APS 2/3						
APS 2.2	2	2	2	44 718	46 551	46 551
APS 2.1	2	2	1	43 128	44 896	45 100
Barrier						
APS 1.3				New PP	New PP	42 945
APS 1.2	2	1	2	39 381	40 996	40 996
APS 1.1	2	1	1	36 828	38 338	38 338

Table 2.2 – Veterinary/OPV Pay Rates – Translation

New Class	DAFF Class			Current Salary	1 st Pay Increase	At Translation
	Band	WL	PP			
EL 2.10	New pay point					119 666
EL 2.09	3	5	1	113 590	118 247	118 247
Barrier						
EL 2.08	New pay point					115 859
EL 2.07	3	4	1	109 586	114 079	114 079
Barrier						
EL 2.04	New pay point					108 809
EL 2.03	3	3	2	102 120	106 307	106 971
EL 2.02	3	3	1	99 402	103 477	103 477
EL 2.01	New pay point					99 938
Barrier						
APS 6.8	2	2	3	92 549	96 344	96 344
APS 6.7	2	2	2	85 311	88 809	88 809
APS 6.6	2	2	1	78 040	81 240	81 240

Table 2.3 – Science Pay Rates – Translation

New Class	DAFF Class			Current Salary	1 st Pay Increase	At Translation
	Band	WL	PP			
EL 2.12	3	5	3	124 125	129 214	129 214
EL 2.11	3	5	2	119 116	124 000	124 000
EL 2.10				New PP	New PP	119 666
EL 2.09				New PP	New PP	118 247
EL 2.08	3	5	1	111 296	115 859	115 859
Barrier						
EL 2.07	3	4	6	109 534	114 025	114 079
EL 2.06				New PP	New PP	113 225
EL 2.05	3	4	5	107 766	112 184	112 184
EL 2.04	3	4	4	104 524	108 809	108 809
EL 2.03	3	4	3	102 758	106 971	106 971
EL 2.02	3	4	2	98 562	102 603	103 477
EL 2.01	3	4	1	92 601	96 398	99 938
Barrier						
EL 1.5				New PP	New PP	93 170
EL 1.4				New PP	New PP	91 114
EL 1.3	3	3	3	85 790	89 307	89 307
EL 1.2	3	3	2	82 692	86 082	86 082
EL 1.1	3	3	1	79 564	82 826	82 826
Barrier						
APS 6.5				New PP	New PP	77 645
APS 6.4				New PP	New PP	75 827
APS 6.3	2	2	3	70 841	73 745	73 745
APS 6.2	2	2	2	65 313	67 991	70 073
APS 6.1	2	2	1	63 539	66 144	68 226

Table 2.4 – New Classification Structure

APS Classification	Pay Point	On Translation			July 2010		
		Policy And Technical	Science	Veterinarian	Policy And Technical	Science	Veterinarian
Executive Level 2	EL 2.12		\$129214			\$134512	
Executive Level 2	EL 2.11		\$124000			\$129084	
Executive Level 2	EL 2.10		\$119666	\$119666		\$124572	\$124572
Executive Level 2	EL 2.09		\$118247	\$118247		\$123095	\$123095
				Barrier			Barrier
Executive Level 2	EL 2.08		\$115859	\$115859		\$120609	\$120609
			Barrier			Barrier	
Executive Level 2	EL 2.07	\$114079	\$114079	\$114079	\$118756	\$118756	\$118756
		Barrier		Barrier	Barrier		
Executive Level 2	EL 2.06	\$113225	\$113225		\$117867	\$117867	
Executive Level 2	EL 2.05	\$112184	\$112184		\$116784	\$116784	
Executive Level 2	EL 2.04	\$108809	\$108809	\$108809	\$113270	\$113270	\$113270
Executive Level 2	EL 2.03	\$106971	\$106971	\$106971	\$111357	\$111357	\$111357
Executive Level 2	EL 2.02	\$103477	\$103477	\$103477	\$107720	\$107720	\$107720
Executive Level 2	EL 2.01	\$ 99938	\$ 99938	\$ 99938	\$104035	\$104035	\$104035
Executive Level 1							
Executive Level 1	EL 1.05	\$ 93170	\$ 93170		\$ 96990	\$ 96990	
Executive Level 1	EL 1.04	\$ 91114	\$ 91114		\$ 94850	\$ 94850	
Executive Level 1	EL 1.03	\$ 89307	\$ 89307		\$ 92969	\$ 92969	
Executive Level 1	EL 1.02	\$ 86082	\$ 86082		\$ 89611	\$89611	
Executive Level 1	EL 1.01	\$ 82826	\$ 82826		\$ 86222	\$86222	
APS Level 6							
APS Level 6	APS 6.08			\$ 96344			\$100294
APS Level 6	APS 6.07			\$ 88809			\$ 92450
APS Level 6	APS 6.06			\$ 81240			\$ 84570
				Barrier			Barrier
APS Level 6	APS 6.05	\$ 77645	\$ 77645		\$80828	\$80828	
APS Level 6	APS 6.04	\$ 75827	\$ 75827		\$78936	\$78936	
APS Level 6	APS 6.03	\$ 73745	\$ 73745		\$76769	\$76769	
APS Level 6	APS 6.02	\$ 70073	\$ 70073		\$72946	\$72946	
APS Level 6	APS 6.01	\$ 68226	\$ 68226		\$71023	\$71023	
APS Level 5							
APS Level 5	APS 5.04	\$ 65624	\$ 65624	\$ 65624	\$68315	\$68315	\$68315
APS Level 5	APS 5.03	\$ 64197	\$ 64197	\$ 64197	\$66829	\$66829	\$66829
APS Level 5	APS 5.02	\$ 62469	\$ 62469	\$ 62469	\$65030	\$65030	\$65030
APS Level 5	APS 5.01	\$ 60872	\$ 60872	\$ 60872	\$63368	\$63368	\$63368
APS Level 4							
APS Level 4	APS 4.04	\$ 59945	\$ 59945	\$ 59945	\$62403	\$62403	\$62403
APS Level 4	APS 4.03	\$ 58885	\$ 58885	\$ 58885	\$61299	\$61299	\$61299
APS Level 4	APS 4.02	\$ 56545	\$ 56545	\$ 56545	\$58863	\$58863	\$58863
APS Level 4	APS 4.01	\$ 55228	\$ 55228	\$ 55228	\$57492	\$57492	\$57492
APS Level 3							
APS Level 3	APS 3.03	\$ 53517	\$ 53517	\$ 53517	\$55711	\$55711	\$55711
APS Level 3	APS 3.02	\$ 51607	\$ 51607	\$ 51607	\$53723	\$53723	\$53723
APS Level 3	APS 3.01	\$ 49264	\$ 49264	\$ 49264	\$51284	\$51284	\$51284
SOFT BARRIER							
APS Level 2	APS 2.02	\$ 46551	\$ 46551	\$ 46551	\$48460	\$48460	\$48460
APS Level 2	APS 2.01	\$ 45100	\$ 45100	\$ 45100	\$46949	\$46949	\$46949
APS Level 1							
APS Level 1	APS 1.03	\$ 42945	\$ 42945	\$ 42945	\$44706	\$44706	\$44706
APS Level 1	APS 1.02	\$ 40996	\$ 40996	\$ 40996	\$42677	\$42677	\$42677
APS Level 1	APS 1.01	\$ 38338	\$ 38338	\$ 38338	\$39910	\$39910	\$39910

Table 2.5 – On Plant Veterinarian Broadband

	Current DAFF Class			Current Salary	On Commencement of Agreement	On Translation	12 Months after Commencement of Agreement
	Band	WL	PP				
APS 6.8	2	2	3	92 549	96 344	96 344	100 294
APS 6.7	2	2	2	85 311	88 809	88 809	92 450
APS 6.6	2	2	1	78 040	81 240	81 240	84 570
OPV Induction Point				54 010	57 863	58 885	61 229

Table 2.6 – Graduate Broadband (From 3 September 2009)

Classification	Pay Point	3 September 2009	12 Months after Commencement of Agreement
APS Level 4	APS 4.04	\$ 59945	\$62403
APS Level 4	APS 4.03	\$ 58885	\$61229
APS Level 4	APS 4.02	\$ 56545	\$58863
APS Level 4	APS 4.01	\$ 55228	\$57492
Barrier			
Graduate APS	APS 3.03	\$ 53517	\$55711

Table 2.6(a) – DAFF Traineeship Broadband (From 3 September 2009)

Classification	Pay Point	3 September 2009	12 Months after Commencement of Agreement
APS Level 2	APS 2.02	\$ 46551	\$48460
APS Level 2	APS 2.01	\$ 45100	\$46949
Barrier			
Trainee APS	APS 1.01	\$ 38338	\$39910

2.3 OLD CLASSIFICATION STRUCTURE

2.3.1 Prior to the introduction of the new classification structure detailed in clause 2.2 a classification structure consisting of three remuneration streams is utilised by the Department. The three streams comprise:

- Policy and Technical;
- Veterinary; and
- Science.

2.3.2 Prior to employees transferring or where they do not transfer to the classification structure detailed in clause 2.2 they will remain in the classification structure detailed in tables 2.7 to 2.9. This classification structure will be maintained while employees hold classifications within this structure. From the latter date of 3 September 2009 or date of operation of this Agreement employees on transfer or promotion will be assigned a classification in accordance with the classification structure detailed in table 2.4. From the commencement of this Agreement newly engaged employees will be assigned a classification in accordance with the classification structure detailed in table 2.4.

2.3.3 The following rates of pay will apply on commencement of this Agreement:

Table 2.7 – POLICY AND TECHNICAL STREAM

BAND	POLICY AND TECHNICAL WORK LEVEL	CURRENT SALARY	SALARY Commencement of this Agreement	SALARY from 12 months after Commencement of this Agreement
BAND FOUR				
BAND THREE	WORK LEVEL NINE	\$109 586	\$114 079	\$118 756
	WORK LEVEL EIGHT(B)	\$107 766	\$112 184	\$116 784
	WORK LEVEL EIGHT(A)	\$104 524	\$108 809	\$113 270
		\$98 562	\$102 603	\$106 810
		\$92 601	\$96 398	\$100 350
	WORK LEVEL SEVEN	\$85 790	\$89 307	\$92 969
\$82 692		\$86 082	\$89 611	
\$79 564		\$82 826	\$86 222	
BAND TWO	WORK LEVEL SIX	\$70 841	\$73 745	\$76 769
		\$65 313	\$67 991	\$70 778
		\$63 539	\$66 144	\$68 855
	WORK LEVEL FIVE	\$60 545	\$63 027	\$65 611
		\$59 009	\$61 428	\$63 947
\$57 475	\$59 831	\$62 285		
BAND ONE	WORK LEVEL FOUR	\$55 584	\$57 863	\$60 235
		\$53 175	\$55 355	\$57 625
		\$51 191	\$53 290	\$55 475
	WORK LEVEL THREE	\$49 574	\$51 607	\$53 723
		\$47 127	\$49 059	\$51 071
	WORK LEVEL TWO	\$44 718	\$46 551	\$48 460
		\$43 128	\$44 896	\$46 737
	WORK LEVEL ONE	\$39 381	\$40 996	\$42 677
		\$36 828	\$38 338	\$39 910

Table 2.8 – ON PLANT VETERINARIAN STREAM AND VETERINARY STREAM

BAND	VETERINARY WORK LEVEL	ON-PLANT VETERINARIAN WORK LEVEL	CURRENT SALARY	SALARY Commence ment of this Agreement	SALARY from 12 months after Commencement of this Agreement
BAND FOUR					
BAND THREE	WORKLEVEL FIVE		\$113 590	\$118 247	\$123 095
	WORK LEVEL FOUR		\$109 586	\$114 079	\$118 756
	WORK LEVEL THREE		\$102 120 \$99 402	\$106 307 \$103 477	\$110 666 \$107 720
BAND TWO	WORKLEVEL TWO	OPV3 *	\$92 549	\$96 344	\$100 294
		OPV2 *	\$85 311	\$88 809	\$92 450
		OPV1 *	\$78 040	\$81 240	\$84 570
		OPV Induction Point *	\$54 010	\$56 224	\$58 529
BAND ONE	WORK LEVEL ONE		\$61 669	\$64 197	\$66 830
			\$59 118	\$61 542	\$64 065
			\$56 566	\$58 885	\$61300
			\$54 010	\$56 224	\$58 530
			\$51 414	\$53 522	\$55 716
			\$48 819	\$50 821	\$52 904

Table 2.9 – SCIENCE STREAM

BAND	WORK LEVEL	CURRENT SALARY	SALARY Commencement of this Agreement	SALARY from 12 months after Commencement of this Agreement
BAND FOUR				
	WORK LEVEL 6	\$143 470 \$138 460 \$132 020	\$149 352 \$144 137 \$137 433	\$155 476 \$150 047 \$143 068
	WORK LEVEL 5	\$124 125 \$119 116 \$111 296	\$129 214 \$124 000 \$115 859	\$134 512 \$129 084 \$120 609
BAND THREE	WORK LEVEL 4	\$109 534 \$107 766 \$104 524 \$102 758 \$98 562 \$92 601	\$114 025 \$112 184 \$108 809 \$106 971 \$102 603 \$96 398	\$118 700 \$116 784 \$113 270 \$111 357 \$106 810 \$100 350
	WORK LEVEL 3	\$85 790 \$82 692 \$79 564	\$89 307 \$86 082 \$82 826	\$92 969 \$89 611 \$86 222
BAND TWO	WORK LEVEL 2	\$70 841 \$65 313 \$63 539	\$73 745 \$67 991 \$66 144	\$76 769 \$70 778 \$68 856
BAND ONE	WORK LEVEL 1	\$60 331 \$54 010 \$51 191 \$47 324 \$43 105	\$62 805 \$56 224 \$53 290 \$49 264 \$44 872	\$65 380 \$58 530 \$55 475 \$51 284 \$46 712

2.4 REMUNERATION

2.4.1 Employees receiving salary maintenance or on a retention pay point, in dollar terms, in excess of the new salary range for their classification level, will maintain access to their existing salary level. Any quantum salary increases will be applied to the individual's existing salary levels. This does not apply to employees covered by clause 2.9.2.

Fixed Remuneration

2.4.2 To ensure a fair minimum remuneration level for all Departmental employees and that salary relativities with the market are maintained, fixed pay points exist.

2.4.3 The Department recognises that at each classification level, there is a need for employees, in normal circumstances, to demonstrate growth in the job.

Generally there will be a need to pay less than the highest pay point of a work level as a result of the promotion or engagement of a less experienced employee, who, while they can perform the function required to an acceptable standard, are less experienced and are capable of further development.

- 2.4.4 In these instances, salary is reviewed annually by both the manager and employee using the performance management arrangements applicable to the employee.
- 2.4.5 Following the completion of a full performance management cycle over 12 months (1 July to 30 June), employees are eligible to be advanced from the first pay period commencing after 1 July if they receive a performance assessment of Outstanding, Strong or Fully Effective (commensurate with the level of experience, knowledge and skill expected of the employee depending on the length of time in the job).
- 2.4.6 At the end of the performance management cycle an employee may be advanced to the next pay point within a work level if they are assessed as Outstanding, Strong or Fully Effective providing the employee has been at that pay point for 6 months or more and has demonstrated that they are working at the same, or higher level than other employees who are at the next pay point.
- 2.4.7 Employees who may be new to the Department or the job and are on a steep learning curve may require development to meet all expectations. These employees may have been in the position for a period of less than 6 months and would be rated Developmental at their performance assessment. In such cases these employees would not be advanced to the next pay point.
- 2.4.8 Where employees have worked in more than one position during the assessment period the manager must seek and take into account input from the employee's previous manager (e.g. under rotation policy).

2.5 FLEXIBILITY CLAUSE

- 2.5.1 The Secretary may supplement the terms and conditions of employment of an individual employee following consultation with the employee to meet special workplace or operational circumstances and /or flexibilities. Discussion may be initiated by the Department or an employee or where they choose their representative.
- 2.5.2 Arrangements made under this clause must have been genuinely made by the Secretary and the employee without coercion or duress and not disadvantage the employee in relation to the terms contained in this Agreement.
- 2.5.3 Any agreement under this clause is enforceable and will be in writing. On request, appropriate details of these provisions will be provided to the parties of this Agreement.

2.6 SALARY INCREASE

2.6.1 Recognising the productivity initiatives that are explicit, or will flow from this Agreement, employees will receive a salary increase of 8.2% to be introduced over the life of the Agreement, as follows:

- 4.1% to be paid from the date that this Agreement comes into operation;
- 4.1% to be paid from the date 12 months after the preceding increase.

2.6.2 The rates of salary payable are detailed in tables 2.4 to 2.9.

2.6.3 Employees who were classified in the DAFF Band 2 Work level 6(b) classification, on the day before this agreement commenced, shall continue to be classified at that work level. The position shall be re-classified upon vacancy.

2.6.4 Employees classified as DAFF Band 2 Work level 6(b) are eligible for pay point progression, consistent with this agreement. The rates of salary payable are:

	Current	On commencement of this Agreement	12 Months after commencement of this Agreement
Pay Point 2	\$79 563	\$82 825	\$86 221
Pay Point 1	\$75 856	\$78 966	\$82 203

2.7 PAYMENT OF SALARY

2.7.1 Employees are paid fortnightly in arrears and the fortnightly rate of remuneration is based on the following formula:

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

Remuneration for part-time employees is calculated on a pro-rata basis, apart from those benefits of a reimbursement nature, where part-time employees will receive the same amount as full time employees.

2.7.2 Employees have their fortnightly salary paid by electronic funds transfer into financial institution accounts of their choice. There is scope for appropriate deductions to be made at an employee's request prior to their fortnightly salary being transferred into their nominated accounts. The Secretary may approve the pre-payment of salary to an employee where special circumstances exist, e.g. where the employee is taking leave to travel overseas.

2.7.3 Employees will be provided with an electronic payslip (printable). In all cases where employees do not have access to dedicated computer based technology they will be provided with a paper copy payslip.

2.8 OVERPAYMENT OR UNDERPAYMENT OF SALARY

- 2.8.1 Where the Department identifies an overpayment of salary, allowances or other remuneration to an employee the Secretary may recover that overpayment in full. The rate of recovery of the overpayment will be by agreement where possible. Where agreement cannot be reached with the employee on the rate of recovery, the overpayment will be repaid at the rate of 20 per cent of the employee's net fortnightly pay until such time as the overpayment has been repaid. The employee may authorise a greater amount to be deducted from their salary by the Department. Where the deduction would cause severe hardship for the employee a lesser amount may be approved by the Secretary.
- 2.8.2 Where an employee has been underpaid salary or allowances the Department will correct the situation as quickly as possible.

2.9 SALARY ON COMMENCEMENT, ADVANCEMENT OR PROMOTION

- 2.9.1 Where an employee commences employment, is advanced to a higher work level or is promoted to a higher classification, salary will normally be payable at the minimum pay point applicable to the work level. In limited cases the Secretary may approve a salary at a higher pay point, if the following circumstances apply:
- the person's skills, knowledge and experience exceed the standard that would be normally expected on commencement at the work level;
 - the contribution the person is able to make immediately exceeds the contribution that would normally be expected on commencement at the work level; and
 - the person proposes that a higher salary is justified.
- 2.9.2 Where an employee is transferring to the Department from another Commonwealth Agency/Department and their salary in their previous Agency/Department (current salary) exceeds the current maximum of the relevant classification level in this Agreement, the Secretary may agree to maintain the employee's current salary until such time as that salary is absorbed by the Department's remuneration increases. The provisions of Clause 2.4.1 do not apply for these employees.
- 2.9.3 Where, at the time of engagement, an employee's salary is set at an incorrect salary point within the applicable salary scale, the Secretary may determine (in writing) the payment of the employee's salary at the correct salary point.

2.10 PROGRESSION FROM APS LEVEL 2 TO LEVEL 3 WITHIN BIOSECURITY SERVICES GROUP

2.10.1 APS Level 2 positions within the Biosecurity Services Group, with the exception of a small number of positions categorised in clause 2.10.8 identified as genuine ongoing level 2 work value, will be characterised as entry level and subject to movement through a soft barrier to base APS Level 3. Where other APS level 2 positions are identified within the Biosecurity Services Group as genuine ongoing APS Level 2 positions the parties to this Agreement will be consulted.

Existing Employees

2.10.2 Employees within the Biosecurity Services Group at the APS Level 2 on commencement of this Agreement, other than those in positions described by clause 2.10.8, will progress through the soft barrier to APS Level 3 where the employee:

- requests to be considered for progression; and
- successfully completes their probation (if still subject to probation); and
- successfully completes the Certificate in Government to at least Certificate II level; and
- receives a rating of Fully Effective or better at their last performance assessment under the DAFF Performance Management scheme. This assessment must be in the last twelve months; and
- successfully completes competency based assessment to APS Level 3 capability standard, as it relates to Quarantine Officers. The assessment is to comprise of open book content.

2.10.3 Where an employee initially does not meet any of the criteria above they will be reassessed no later than 3 months from the initial assessment. Eligible employees under clause 2.10.2 will be assessed and where successful be progressed to APS 3 Level by no later than 31 December 2009.

New Employees

2.10.4 Newly engaged employees, within the Biosecurity Group at the APS Level 2, other than those in positions covered by clause 2.10.8, will progress through the soft barrier to APS Level 3 where the employee:

- successfully completes their probation; and
- participates in the DAFF Performance Management System and receives a rating of Fully Effective or better; and
- successfully completes the Certificate III in Government; and
- successfully completes periodic (quarterly) on-the-job technical assessments to level 2 capability standard, as it relates to Quarantine Officers, throughout the 12 month program; and

- successfully completes final competency based assessment to APS Level 3 capability standard as it relates to Quarantine Officers. The assessment is to comprise of open book content.
- 2.10.5 Continuing engagement is subject to demonstrating a satisfactory standard of conduct and work performance and successful completion of the entry level program within 12 months of commencement. The managing of unsatisfactory performance procedures in Clause 8.12 of this Agreement does not apply during this period. Decisions recommending staff be reassessed or recommending termination of employment due to not meeting any of the qualifying criteria will be subject to review by the relevant delegate.
- 2.10.6 New employees (entrants) will be advised of engagement qualification requirements (as outlined above) as condition of employment in the offer of employment letter.
- 2.10.7 Initial content of the competency based assessment to be agreed by the respective party principals to this Agreement and Changes to the content of the competency based assessment to be reviewed and agreed by the membership of the Biosecurity Consultative Committee.
- 2.10.8 Categories of positions which are designated as APS level 2 and not subject to the progression to APS level 3 provisions of this Agreement are;
- Kennel Attendants
 - Receptionists
 - Data Entry positions (the majority of the work is entering operational program performance data into an electronic system).

2.11 SALARY ON ELECTION TO TRANSFER TO A LOWER WORK LEVEL

- 2.11.1 Where an employee elects to transfer to a lower classification on a permanent or temporary basis, salary will be paid at the maximum pay point of that lower classification.
- 2.11.2 This does not apply to transfers to the new classification structure under clause 2.2.

2.12 SALARY SACRIFICE

- 2.12.1 Employees may choose to sacrifice part of their salary (salary packaging) for other benefits to meet individual needs. The Department's Salary Sacrifice Policy (as updated from time to time) provides guidance on the operation of salary sacrifice.
- 2.12.2 All fringe benefits tax and administrative costs incurred as a result of the salary sacrifice arrangement are met by the employee. The employee's salary, prior to any salary sacrifice arrangement, will count as salary for superannuation, redundancy and separation purposes. The Department will not seek to gain any benefit at the employee's expense with regard to the

Goods and Service Tax (GST), when an employee takes up the option to salary sacrifice.

2.13 TRAINEESHIPS AND PROMOTION OF YOUTH EMPLOYMENT

- 2.13.1 The Department encourages the employment of young people where appropriate to operational requirements. This can include:
- promotion of youth employment;
 - Traineeships;
 - Indigenous Cadetships; and
 - the employment of Graduates.
- 2.13.2 The salary rate for an employee undertaking a Traineeship, consistent with the *Workplace Relations Act 1996*, will be the appropriate percentage as defined in the *Workplace Relations Act 1996* of the remuneration rate which would apply if the employee was not undertaking the traineeship. Details on the arrangements for Graduates, Traineeships and Cadetships are set out in Clause 2.14.

2.14 ARRANGEMENTS – GRADUATES, TRAINEESHIPS, CADETSHIPS AND SUPPORTED SALARY

Graduates

- 2.14.1 Salaries payable to the Department's Graduates engaged after the commencement of this agreement will be paid at the top pay point of the APS 3 within the DAFF Graduate Broadband. Upon successful completion of a course of training under the Department's Graduate Development Program, Graduates will be advanced to APS 4 level within the DAFF Graduate Broadband.
- 2.14.2 Existing Graduates at the date of commencement of this agreement will upon successful completion of their course of training under the Department's Graduate Development Program, be advanced to Band 1, Policy and Technical Work Level 4.

Indigenous Cadetship Program

- 2.14.3 The Department's Indigenous Cadetship Program is run in conjunction with the National Indigenous Cadetship Program (NICP), administered by the Department of Education, Employment and Workplace Relations.
- 2.14.4 For the duration of their cadetship, cadets will be paid at the APS 1 classification level while performing practical, on-the-job training during the long vacation in the academic year (usually December to February) and no less than 60 per cent of the minimum salary rate during the study component of the cadetship.

- 2.14.5 On graduation and on completion of the cadetship, Cadets will be offered a position with the Department at a starting salary at the APS 3 classification level.
- 2.14.6 In expectation of graduating, Cadets are also eligible to apply for the Department's Graduate Development Program (GDP). Recruitment to the GDP is a merit-based process. Where recruited to the GDP, salary will be in accordance with clause 2.14.1.

Supported Salary

- 2.14.7 Supported salary rates and conditions of employment as set out in this clause shall apply to an employee with a disability who is eligible for consideration under the Supported Wage Scheme.
- 2.14.8 Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension may be employed under this Agreement and be paid a supported salary, appropriate to the APS classification in which employed, at a rate below the salary levels prescribed in this Agreement.
- 2.14.9 In this clause the following definitions will apply:
- "Supported Wage System" means the Commonwealth Government System to promote employment for people who cannot work at full wages because of a disability.
 - "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
 - "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- 2.14.10 Subject to the Clauses 2.14.11 and 2.14.12 below, employees covered by these provisions will be those who are unable to perform the range of duties to the standard required at the work value level for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 2.14.11 The provisions in this clause do not apply to:
- any existing employee who has a claim against the Commonwealth which is subject to the provisions of workers' compensation legislation relating to the rehabilitation of employees who are injured in the course of their current employment; or

- an employee in respect of whom funding has been provided under the Disability Services Act 1986 for the dual role of service provider and sheltered employer.

Employees to whom the provisions in this clause apply will be paid the applicable percentage of the relevant salary rate prescribed below for the work value they are performing as follows, provided that the amount payable will be not less than \$69 per week.

Column 1 Assessed capacity	Column 2 % of prescribed salary rate
10% *	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

2.14.12 The Secretary will establish and approve the percentage of the salary rate to be paid to an employee under the provisions of this clause, by assessing the productive capacity of the employee in accordance with the Supported Wage System and documented in an assessment instrument, either:

- In consultation with the employee; or, if desired by any of these:
- with an accredited assessor from a panel agreed by the employee: and
- *Where a person's assessed capacity is 10%, the employee will receive a high degree of assistance and support.

2.14.13 All assessment instruments, including the assessment of the percentage of the salary rate to be paid to the employee, will be lodged by the Secretary with the appropriate authority. All assessment instruments will be agreed and signed by the employee and the Secretary.

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

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

2.14.16 Where the Department employs a person under a supported salary arrangement, reasonable steps to make changes in the workplace will be taken to enhance the employee's capacity to do the job. Changes may

involve re-design of job duties, working arrangements and work organisation in consultation with other employees in the team.

- 2.14.17 In order for an adequate assessment of the employee's capacity to be made, the Secretary may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 2.14.18 During that trial period the assessment of capacity will be undertaken and the proposed salary rate for a continuing employment relationship will be determined.
- 2.14.19 The amount payable to the employee during the trial period will be \$69 per week. The Secretary may determine a greater amount as is agreed from time to time between the Department and its employees (taking into account the Department of Families, Community Services and Indigenous Affairs income test free area for earnings).
- 2.14.20 Work trials should include induction or training as appropriate to the job being trialled.
- 2.14.21 Following the completion of the trial period, further employment arrangements will be based on the assessment outcome.

2.15 SUPERANNUATION

- 2.15.1 For an APS 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 s10) of the *Superannuation Act 2005*. For the purpose of this clause, an employee, if not for the exercise of superannuation choice, would be an ordinary employer sponsored member of the PSSap.
- 2.15.2 The Department may choose to limit superannuation choice to funds that allow employee and/or employer contributions to be paid fortnightly through electronic funds transfer (EFT).
- 2.15.3 In the event of changes to superannuation legislation during the life of this Agreement, which requires changes to superannuation arrangements or entitlements, the implementation of the changes will be discussed through the National Employee Consultative Committee (NECC).
- 2.15.4 Where an employee is aged 70 years or older; and the Department is not permitted by any Commonwealth law to pay all of an employer contribution to the employee's superannuation fund in respect of the employee, the Secretary may consider supplementing the employee's remuneration in accordance with clause 2.5.

- 2.15.5 The Department will provide information for employees on superannuation matters through seminars and other means. These seminars will be provided by a suitably accredited organisation at no cost to the Department.

2.16 PAYMENT ON DEATH

- 2.16.1 Where an employee dies, or the Secretary has directed that an employee will be presumed to have died on a particular date, the Secretary will authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment as if the employee had resigned or retired. Payment may be made to dependants or the partner of the former employee or the former employee's legal personal representative. If a payment has not been made within 12 months of the former employee's death, it should be paid to the legal personal representative.
- 2.16.2 On the death of the employee, any monies owing to the Department as a result of advanced recreation leave credits will be waived.

3 HOURS OF WORK

3.1 ATTENDANCE

- 3.1.1 The standard days and hours for all employees working full time hours in Central Office, Symonston, the Australian Plague Locust Commission (APLC) and in the Levies Revenue Service (LRS) in both Canberra and the regions are:
- Monday to Friday;
 - 37.5 hours per week; and
 - span of hours of 7.00am–7.00pm.
- 3.1.2 For all other employees, including Regional Offices, the standard days and hours are:
- Monday to Friday;
 - 37.5 hours per week; and
 - span of hours of 6:30am–6:30pm.
- 3.1.3 Where an employee is absent from duty without approval, all remuneration and other benefits provided under this Agreement, e.g. flextime, will cease to be available until the employee resumes duty or is granted leave. Where flextime no longer applies employees will revert to standard hours.
- 3.1.4 Standard hours will be 8:30am–12:30pm and 1:30pm–5:00 pm.

Work Rotation for Quarantine Operations Staff

- 3.1.5 For Quarantine Operations staff reasonable notice in relation to work rotation will normally be regarded as 4 weeks, where operationally possible.

Recognition of additional hours worked by On Plant Veterinarians

- 3.1.6 The standard hours for On Plant Veterinarians is 37.5 hours per week.
- 3.1.7 In order to meet the operational requirements of the Department and enterprises where they work On Plant Veterinarians may be requested or required to work reasonable additional hours in the week.
- 3.1.8 Where an On Plant Veterinarian does work reasonable additional hours, continuous with ordinary duty, in the week, payment for the first additional 2.5 hours worked will be made at ordinary time rates when these additional hours are worked between 6.30am and 6.30pm Monday to Friday. This payment will be made on a fortnightly basis and will count for superannuation purposes.
- 3.1.9 Where an On Plant Veterinarian is not required to work reasonable additional hours no payment will be made under the clause above. No payment will be made under clause 3.1.8 for any period that the employee was on any type of leave.
- 3.1.10 On Plant Veterinarians who work shifts will be entitled to the payment for reasonable additional hours worked in accordance with clause 3.1.8
- 3.1.11 Shift penalties will be paid based on the full duration of the rostered shift and in accordance with clause 6.1.
- 3.1.12 For any additional hours worked in excess of 40 hours per week On Plant Veterinarians will be entitled to extra duty payments in accordance with clause 3.7.8 to 3.7.12.

Recognition of Training Time for On Plant Veterinarians

- 3.1.13 On Plant Veterinarians agree to be available for appropriate training in the National Interest, for two weekends per year. Up to a maximum of five days leave, accumulated at the rate of 1.5 days for each day of training, will be accrued to the On Plant Veterinarians' entitlements.
- 3.1.14 The accumulated leave credits are to be utilised before recreation leave credits are used.

Executive Level employees performing duty as part of a Critical Incident Response Plan.

- 3.1.15 Where Executive level 1 and 2 and DAFF Band 2 Work Level 6(b) employees are required to work excessive hours as part of a Critical Incident Response Plan the Secretary will use the provisions of clause 8.3 (Variation of Standard Working Arrangements) to ensure that these employees receive reasonable time off for the hours worked.

3.2 AGREEMENT TO WORK 7 HRS 30 MINS PER DAY

- 3.2.1 All full time employees will work 150 ordinary hours over a four week settlement period. An employee and their manager may agree on an

alternative settlement period and pattern of hours, subject to hours of work averaging 37½ hours per week or 7.5 hours a day.

- 3.2.2 A standard day for the purposes of leave, attendance (including flextime) and payment of salary shall constitute the hours 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm.
- 3.2.3 These arrangements are extended on a pro rata basis to employees working part-time and/or shiftwork.
- 3.2.4 The ordinary hours referred to in clause 3.2.1 will operate from the commencement of this Agreement. The Aurion system will be changed to reflect this by 3 September 2009.

3.3 CHRISTMAS CLOSEDOWN (CA DAYS)

- 3.3.1 Employees will be provided with paid time off for two working days between Christmas and New Year's Day (or equivalent). Where employees are required to work during this period, the 2 days will be recorded on Aurion; or immediately cashed out at the employee's request. This leave credit is not cumulative and must be used prior to 1 December of the following year. Where this does not occur any unused days will be cashed out on a "day for day basis".
- 3.3.2 The remaining time employees work during the year continues to be recognised as a 1% productivity benefit reflected in salary.
- 3.3.3 There is no pro rata entitlement for employees who work for part of the year and who cease employment prior to the Christmas Closedown period.
- 3.3.4 Where an employee is on approved paid leave extending across the Christmas Closedown period, they are paid the CA Days with no deduction from the approved leave type.
- 3.3.5 Where an employee is absent on approved long service leave, compensation leave or the mandatory absence of maternity leave extending across the Christmas Closedown period, they are paid in accordance with the requirements of the relevant legislation (i.e. the CA Days are part of the leave, not additional leave).
- 3.3.6 Where an employee is absent on approved leave without pay, the following applies:
- extending across the Christmas Closedown period, no payment is made.
 - commencing immediately before a CA Day, no payment is made.
 - commencing immediately after a CA Day, payment for the two CA Days is made.

Arrangements for Part Time employees

- 3.3.7 Where an employee working part time does not usually work on either of the two (2) working days between Christmas Day and the New Year, they will be provided a payment in lieu equal to 10 per cent of their fortnightly part-time hours for each of those two days they do not usually work.
- 3.3.8 When a day off is taken as a CA Day, the period of absence will depend on the hours that are being worked on the day that the absence occurs. For example 5 hrs per day will mean that it is 5 hrs that is taken off.

CA day Shiftworker arrangements

- 3.3.9 Shiftworkers, will be required to work an additional 2.041% of the standard shift that applies within each workplace.
- 3.3.10 The 2 CA days are an additional entitlement, separate from recreation leave. They are not accruable and must be taken between Christmas and the New Year, or as soon as practicable (subject to operational requirements) after this period, in accordance with arrangements outlined in Clause 3.3.1.
- 3.3.11 For full time Shiftwork employees when a day off is taken, the period of absence will depend on the roster that is being worked on the day that the absence occurs. For example if it is 9 hrs per shift then it will be 2 days @ 9 hours off.
- 3.3.12 Shift penalty rates are not payable when the actual CA days are taken off.
- 3.3.13 The Airport Allowance is not adjusted when the days are taken off.
- 3.3.14 Employees rostered to work on the CA days and who are medically unwell will, on submitting a medical certificate, have personal leave deducted from their accrued entitlement and retain their CA days, as provided under clause 3.3.1.)

3.4 PART-TIME WORK

- 3.4.1 The Department recognises the valuable contribution of part-time work in providing flexible employment options for employees and matching employee levels to workloads. The Department aims to remove artificial barriers to part-time work. Employees have a right to request access to part time hours and to have the request considered by management. The Operating Principle on Part-time Work provides guidance to managers and employees on the application of this provision.
- 3.4.2 Part-time employees are entitled to the same range of benefits as full time employees, but on a pro-rata basis.

- 3.4.3 All part-time work arrangements will be set out in a written agreement detailing the employee's specified and regular hours, the duration of the agreement (a commencement and end date must be specified) and any specific arrangements that are necessary to facilitate the part-time work.
- 3.4.4 Within the context of the workplace's operational requirements, a manager will not unreasonably oppose requests for part-time work arrangements. Requests for part-time work will be considered against the personal requirements of the employee and the workplace's operations.
- 3.4.5 Where a part-time arrangement is agreed and within the context of the workplace's operational requirements, a manager will provide for employees to undertake administrative functions related to their employment, undertake development activities, and participate in the performance management scheme.
- 3.4.6 The Secretary will consider the application for part-time work and provide the applicant with reasons in writing for any refusal of an application for part-time work within 4 weeks of receipt of the application. Where an application is refused the Manager will discuss appropriate alternative options. The applicant will be informed of avenues to seek review of the decision.
- 3.4.7 There is no limit to the possible duration of a part-time work agreement. Part-time work arrangements may be varied with the agreement of both the employee and the Secretary. On completion of the part-time work agreement, the employee may either return to full time arrangements or request a further period of part-time work.
- 3.4.8 Part-time employees will participate in the Department's performance management schemes. Managers are responsible for ensuring that part-time employees develop and maintain current work plans and learning agreements.
- 3.4.9 The part-time work agreement will be reviewed within one month of an employee's or the Department's request, where changes to operational requirements significantly affect the operation of an employee's part-time agreement. Changes will be the subject of negotiation and agreement between the Secretary and the employee.
- 3.4.10 For non-shift workers, part-time hours included in part-time work agreements must be within the span of hours specified in this Agreement.
- 3.4.11 Ordinary hours of work for part-time employees, unless otherwise agreed between the employee and their manager, will be continuous (i.e. worked in a single block) and no less than three hours per day on any day worked by the employee. An unpaid meal break will not be regarded as breaking continuity of hours worked.
- 3.4.12 Extra duty will be payable to part-time employees, other than EL 1 or EL 2 employees and their equivalents, for work performed at the direction of the manager, outside the ordinary hours specified for that employee.

- 3.4.13 As an alternative, the use of flexible working hours will be maximised where possible, to meet operational requirements.
- 3.4.14 Part-time work arrangements in force at the date of commencement of this Agreement will continue until the date specified in the part-time work agreement unless both the employee and the manager agree to changes.
- 3.4.15 Subject to Clause 3.8.2, a part-time employee will be entitled to be paid for public holidays if the employee was scheduled to work their ordinary duty on that day.
- 3.4.16 Employees returning directly from parental, maternity leave or adoption leave after accepting responsibility for the child will, upon application, be provided with access to regular part-time work. To facilitate access to part-time work the Secretary may require the employee to work in a different job of work at their substantive level.
- 3.4.17 No full time employee will be compelled to change to part-time arrangements.
- 3.4.18 No quota of part-time employees will apply as a result of this Agreement.
- 3.4.19 Arrangements for non-ongoing part-time employees whose duties are intermittent and/or irregular are at Clause 3.6.

Employee Initiated Part-time Work

- 3.4.20 The basis for employee initiated part-time work will be conversion of the employee's arrangements, rather than conversion of a particular position.

Management Initiated Part-time Work

- 3.4.21 The Secretary may recruit ongoing and non-ongoing employees on part-time arrangements specifying the hours of duty per week and regular hours.

3.5 NON-ONGOING EMPLOYMENT

- 3.5.1 The usual basis of engagement is as an ongoing employee, however the Department recognises there are flexible provisions within the *Public Service Act 1999* for engaging employees. The following principles will apply for non-ongoing employees who are engaged for a period of twelve months or more:
- While there can be no expectation that a non-ongoing engagement will be extended, Managers should consult non-ongoing employees about continuation/discontinuation of work before the contract is due to cease. Where possible, this will occur two months before the contract expires.
 - Where a non-ongoing employee has been engaged with the Department for more than twenty-four months a review will be conducted to determine the future, ongoing need for the position.

3.6 CASUAL EMPLOYMENT

- 3.6.1 Casual employment means employment of a non-ongoing nature, where there is no set regular attendance pattern and hours of duty are irregular and/or intermittent. As such no standard hours or span of hours applies to irregular and intermittent employees.
- 3.6.2 Casual employees do not accrue leave (except Long Service Leave) but are paid a loading in lieu of leave, and because they are not paid when they are not required to work on a public holiday. The loadings paid are:
- Monday to Friday 20%
 - Saturday 50%
 - Sunday 100%
 - Public Holiday 150%
- 3.6.3 For any given day, casual employees will be entitled to only one of the loadings specified above.

3.7 EXTRA DUTY

- 3.7.1 The Department meets its operational requirements through the use of a variety of flexible working arrangements. It is recognised, however, that on occasion there is a need for employees to work outside their ordinary daily and weekly hours. Employees should be aware of the requirement for them to occasionally work extra hours, however, employees may, if they wish, decline to work outside specified standard hours due to personal commitments.
- 3.7.2 Extra duty is available for work performed by employees at the direction of the Secretary:
- outside the standard days and span of hours specified in Clauses 3.1.1 and 3.1.2 and Clauses 3.1.6 to 3.1.12.
 - provided 8 hours (or for shift workers their normal rostered hours) have been worked on any one day;
 - on a public holiday; or
 - for part-time employees, other than an EL1 or EL2 employee, for work performed at the direction of management outside their specified hours.
- 3.7.3 Extra duty arrangements apply to all employees classified at APS 1 to APS 6 except those classified at Band 2, Policy and Technical Work Level 6(B).
- 3.7.4 Unless approved by the Secretary, Executive level 1 and 2 employees will not be eligible to receive extra duty payments.
- 3.7.5 Reasonable notice of the requirement to work extra duty must be given to the employee.
- 3.7.6 Where a period of extra duty, excluding recall to duty, is not continuous with ordinary duty, the minimum period of payment for such work will be 3 hours. Where more than one attendance is involved, this minimum payment provision will not operate to increase the extra duty payment to beyond that to which the employee would have been entitled had they remained on duty from the commencement of the first attendance to the ceasing of duty on the subsequent attendance.

Recall to Duty

- 3.7.7 Where an employee is recalled to duty at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid recall to duty. Recall to duty payment through the salary system will be the standard form of recompense. Recall to duty is paid at the rate of double time with the minimum payment for recall to duty will be two hours at double time.

Extra Duty Rates

3.7.8 Where extra duty is worked, extra duty payment is calculated at the following rates:

Day	Rate
Monday– Saturday	Time and one half for the first three hours each day and double time thereafter. Where the extra duty worked on any particular day spans midnight, the extra duty worked continuously after midnight is deemed to be part of the previous day's hours for the purposes of this clause.
Sunday	Double time.
Public holiday	Double time and one-half for duty outside the standard hours. For duty within standard hours, payment will be at time and a half additional to the single time already being paid for the public holiday.

3.7.9 The following formula will be applied for calculating extra duty at the time and a half rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{36.75} \times \frac{3}{2}$$

3.7.10 The following formula will be applied for calculating extra duty at the double time rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{36.75} \times \frac{2}{1}$$

3.7.11 The following formula will be applied for calculating extra duty at the double time and a half rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{36.75} \times \frac{5}{2}$$

Extra Duty – OPVs

3.7.12 Extra duty payments to On Plant Veterinarians will be made in accordance with Clauses 3.7.8 to 3.7.11. On Plant Veterinarians, other than those working shift work, required to perform duty between 10.00pm and 6.30am will be paid at the rate of double time.

Extra Duty Meal Allowance

3.7.13 Employees who are directed to work extra duty:

- after the end of ordinary duty for the day, to the completion of or beyond a meal allowance period without a break for a meal; or
- after the end of ordinary duty for the day, to perform duty after a break for a meal which occurs after the completion of that duty and is not entitled to payment for that break; or
- before the commencement of ordinary hours of duty and break for a meal and are not entitled to payment for that break; or
- on a day where they would not normally be required to perform duty, other than for the requirement to perform this extra duty, and who break for a meal and are not entitled to payment for that meal break;

will be entitled to payment of a meal allowance of \$24.95.

3.7.14 Meal allowance periods are defined as:

Monday – Friday

- 6.30pm to 7.30pm; and
- midnight to 1.00am.

Weekends and public holidays

- 7:00am to 9:00am;
- noon to 2:00pm;
- 6.30pm to 7.30pm; and
- midnight to 1.00am.

Meal allowance periods and arrangements can be varied provided that the employee agrees.

On Plant Veterinarians Meal Break

- 3.7.15 On Plant Veterinarians required to perform duty before the commencement of ordinary hours duty are entitled to a paid meal break. Subject to operational requirements, this entitlement should be observed during a morning tea break taken by establishment employees, where this occurs.

Rest Relief after Extra Duty

- 3.7.16 Where an employee works extra duty they will be entitled to at least 8 consecutive hours off duty plus reasonable travelling time between the end of ordinary duty on one day and the commencement of ordinary duty on the next day. The 8 hour consecutive break can be either before the period of extra duty commences or at the completion of the extra duty.
- 3.7.17 Where the extra duty is worked on a day that the employee does not normally work then the employee is entitled to at least 8 consecutive hours off duty plus reasonable travelling time in the proceeding 24 hours off duty before commencing ordinary duty on the next day.
- 3.7.18 Where a manager requires an employee to resume or continue work, without having had 8 consecutive hours off duty plus reasonable travelling time, in accordance with clauses 3.7.16 and 3.7.17, the employee will be paid at double time ordinary rates (for time worked) until the employee has had 8 consecutive hours off duty plus reasonable travelling time.

Restriction Duty

- 3.7.19 Where a manager requires an APS 1 to APS 6 employee to be contactable and available to work for a specified period outside the employee's ordinary hours of duty, the employee will be paid a restriction allowance of \$3.00 Monday to Friday and \$4.40 Saturday, Sunday and public holidays, for each hour, or part thereof restricted.
- 3.7.20 Unless approved by the Secretary, an EL 1 or EL 2 employee will not be eligible to receive payments of the allowances specified in Clause 3.7.19.
- 3.7.21 Minimum payment for duty away from the workplace: where an employee (other than an EL 1 or EL 2) who has been restricted is required to perform duty, but is not recalled to work, extra duty payments will be made, subject to a one hour minimum payment in accordance with Clause 3.7.8. The minimum payment will apply only once during a 24 hour period of restriction.
- 3.7.22 Minimum payment for duty at workplace: where an employee (who is not an EL 1 or EL 2) who has been restricted outside the employee's normal hours is recalled to duty at a place of work, payment will be made in accordance with Clauses 3.7.6 and 3.7.8. The minimum payment will apply only once during a 24 hour period of restriction unless the period of extra duty is performed between 6.30pm and 6.30am.
- 3.7.23 No payment will be made to an employee under Clauses 3.7.19 to 3.7.22 for any period in which the employee does not remain contactable or at the required degree of readiness to perform extra duty.

3.8 PUBLIC HOLIDAYS

- 3.8.1 Employees will observe the following public holidays - New Year's Day (or substitute); Australia Day (or substitute); Good Friday and the following Saturday and Monday; ANZAC Day (or substitute); the relevant Queen's Birthday observance day; the relevant Labour Day or equivalent; Christmas Day (or substitute); Boxing Day (or substitute). The employee is also entitled to any public holiday that is declared by or under a law of a state or territory to be observed in the locality at which the employee works.
- 3.8.2 Where:
- New Year's Day or Australia Day fall on a Saturday or Sunday, the following Monday will be observed by employees as a public holiday;
 - Christmas Day falls on a Saturday or Sunday, 27 December will be observed by employees as a public holiday;
 - Boxing Day falls on a Saturday or Sunday, 28 December will be observed by employees as a public holiday; and
 - A day is substituted as the holiday for ANZAC day other than 25 April by a State or territory Government, that day will be observed by employees as a public holiday in that State or Territory.
- 3.8.3 Where an employee works on both Christmas Day and a substitute holiday, one day will attract payment at the public holiday rate and the other day will be paid at the non-holiday Saturday or Sunday rate as appropriate.
- 3.8.4 Holiday duty will include duty on December 25 whether or not another day has been declared as a substitute public holiday, except as provided for in Clause 3.8.3.
- 3.8.5 In addition to the public holidays referred to in clause 3.8.1 employees will observe the additional Public Service holiday.

On Plant Veterinarians – Public Holiday Substitution

- 3.8.6 Where an establishment does not observe the additional Public Service Holiday specified in Clause 3.8.1 of this Agreement, but observes another relevant day off, On Plant Veterinarians will substitute the relevant day off observed by the establishment for the additional public service holiday.
- 3.8.7 An On Plant Veterinarian required to perform duty on the substituted day off will be paid in accordance with Clauses 3.8.3 and 3.8.4 of this Agreement.
- 3.8.8 Seven days notice will be given to On Plant Veterinarians of any substituted day to be determined in accordance with Clause 3.8.6, unless exceptional circumstances exist.

4 LEAVE

4.1 RECREATION LEAVE

- 4.1.1 An employee is entitled to 4 weeks paid recreation leave credited fortnightly and accruing in accordance with the formula in Clause 4.8.1. Accrued entitlements may be taken at any time, subject to operational requirements and with the approval of the Secretary. Recreation leave counts as service for all purposes.
- 4.1.2 An employee may use recreation leave at half pay.
- 4.1.3 An employee, who is in receipt of a ComSuper Partial Invalidity Pension (PIP), as a result of a reduction in salary, and who is not an ongoing part-time employee, will accrue and utilise recreation leave at full time rates in which case PIP is not payable when the employee is absent on recreation leave.
- 4.1.4 Any employee who was employed by the State Government of Victoria in the State Department of Agriculture immediately before being appointed to the APS with effect from 1 April 1988 or 11 October 1995, pursuant to the instruments issued by the then Public Service Commissioner may:
- anticipate up to 20 days of their recreation leave credit provided that on separation from the APS, any leave credited or taken in excess of that accrued during service is recovered.
- 4.1.5 Where an employee ceases duty in the APS, they will receive payment in lieu, calculated at the employee's final rate of salary (not including any allowances), for:
- any unused recreation leave credits; and
 - any uncredited recreation leave accrued on a pro rata basis for each day of service since the employee's last credit of recreation leave, or since the date of commencing duty, in the case of an employee who has not accrued a recreation leave credit.
- 4.1.6 Where an employee has accrued the equivalent of two and a half years recreation leave entitlements, the employee and relevant manager will agree on and implement a recreation leave usage plan to ensure the employee's accrued leave credit will not exceed a maximum 3 years entitlement.
- 4.1.7 Employees who commence with, or return to, the Department and who carry over the maximum credit or more, will have a 12 week period of grace during which they are required to reduce their recreation leave balance to the equivalent of two and a half years credit.

- 4.1.8 Where an employee reaches the maximum leave credit as defined in Clause 4.1.6, the employee will have the right to absent themselves from the workplace in order to reduce their leave credits. The Secretary will direct the employee to absent themselves from the workplace, subject to giving the employee one calendar months notice.
- The leave that an employee will be required to take under this provision is:
 - for non-shiftworkers 10 standard days; and
 - for shiftworkers 13 standard days.

The employee may apply to take additional recreation leave at this time and the application will be approved unless exceptional circumstances apply.

- 4.1.9 An employee may not be directed under Clause 4.1.8 to take recreation leave where the employee has made an application for a period of recreation leave equal to or greater than the period specified in Clause 4.1.8 in the past six months and the application was not approved. Discussion between the manager and employee should occur, consistent with Clause 4.1.6.
- 4.1.10 Where in the course of a calendar year an employee has taken aggregated leave without pay not to count as service exceeding 30 calendar days, accrual of recreation leave will be reduced in accordance with the recreation leave and personal leave accrual formula set out in Clause 4.8.1.
- 4.1.11 Where a public holiday falls due (on a week day) such public holidays will not be counted as recreation leave, except where those public holidays (identified by this Agreement) are to be substituted for time off during a normal working week.
- 4.1.12 A shiftworker who is rostered to work on a public holiday but does not work, by virtue of being on recreation leave on either side of the public holiday, is entitled to one day's pay at single time, no deduction from leave credits and no shift penalties.
- 4.1.13 A shiftworker who is rostered off on a public holiday which falls during their period of recreation leave is entitled to no pay for that day, no deduction from recreation leave credits and either one day's leave, or payment in lieu.
- 4.1.14 Ongoing employees recruited to the Department from other APS organisations will retain their existing leave credits accrued for recreation purposes unless they have received payment in lieu for that credit.

Cashing out of Leave

- 4.1.15 The Secretary may approve an employee cashing out up to 1 week per annum of recreation leave from each year's recreation leave accrual, in return for a lump sum payment equivalent to the employee's ordinary rate of pay that the employee would have otherwise received for that period of leave. This payment is subject to an employee having 12 months

continuous service in the APS, and may only be accessed once per calendar year during the life of this Agreement.

Purchased Leave

- 4.1.16 Subject to an employee having at least 12 months continuous service in the APS, the employee may elect to purchase up to 4 weeks additional recreation leave per year. Leave may be purchased once in any 12 month period in any amount of hours, up to the equivalent of 4 weeks, expressed in ordinary working hours.
- 4.1.17 After the initial purchase under clause 4.1.16, any request to purchase additional leave, not exceeding the 4 week maximum for the year, is subject to approval of the GM, Human Resource Branch. Where approval is granted the 12 month reconciliation period referred to in clause 4.1.18 will commence from the first pay period after the first application to purchase leave under clause 4.1.16 is processed and will not be extended.
- 4.1.18 The amount of leave sought will be paid for through a corresponding reduction in fortnightly pay spread out evenly over a 12 month period beginning on the first pay after the application to purchase leave is processed. These arrangements count for service.
- 4.1.19 This leave must be used within 12 months of purchase or the entitlement will lapse. An employee is entitled to a refund of any unused purchased leave at the end of the accounting year, unless the Secretary has given approval to carry it over.
- 4.1.20 Purchased leave may be taken in combination with public holidays, and any form of leave except personal leave for personal illness or preventative health checks. Where purchased leave is applied for, the total amount of leave applied for must be a minimum of:
- one week for day workers; and
 - the whole shift cycle that falls between days off or seven shifts, whichever is the lesser, for shift workers.

Applications to use purchased leave will not be unreasonably refused.

Reimbursement of Expenses

- 4.1.21 Where an employee's recreation leave is cancelled without reasonable notice or an employee is recalled to work from recreation leave, where requested, the Secretary will reimburse an employee's reasonable travel costs and incidental expenses (such as the cost of alternative child care) not otherwise recoverable under any insurance or from any other source.

Extra Leave for Shift Workers

- 4.1.22 Shift workers accrue additional recreation leave in accordance with Clause 6.1.8 as calculated using the formula at Clause 4.8.1.

Residual Recreation Leave (Annual Leave) Loading

- 4.1.23 Employees, other than shiftworkers, who accrue more than 4 weeks recreation leave will be entitled to an additional per annum payment on the 1st January, based on the formula:

$$\text{weekly salary} \times 0.175 \times \frac{\text{days additional leave credit}}{5}$$

up to a maximum payable of

$$A \text{ minus } (\text{weekly salary} \times 0.175 \times 4)$$

Where

A = Australian Bureau of Statistics' male average weekly total earnings (original) for the September quarter of the year preceding the year in which the date of accrual occurs; and

Weekly salary = the weekly salary received as at 1 January in the year on which the leave accrues.

Shift workers

- 4.1.24 Shift workers who are entitled to shift penalties, across the shift roster, that exceeds 17.5% (excluding public holiday penalties) will receive a payment during the period of annual leave of 50% of the penalties (excluding public holidays) that would have been payable had they not taken leave.

4.2 PERSONAL LEAVE

- 4.2.1 From 1 January 2010, an employee will accrue a basic entitlement of four weeks per annum personal leave, calculated in accordance with the formula set out at Clause 4.8.1. Employees who commenced during 2009 will be given a pro rata credit from date of commencement to 31 December 2009 or end date of contract, whichever is earlier.
- 4.2.2 Commencing 1 January 2010 personal leave will accrue on the following basis for all employees:
- Ongoing full-time - The annual accruable entitlement is 4 weeks which is credited fortnightly on a pro rata basis. Newly engaged employees will receive an initial credit of 5 days, and after 3 months service will commence to be credited fortnightly on a pro rata basis.
 - Ongoing part time – the annual accruable entitlement is the same as for ongoing full-time employees, however ongoing part time employees accrue the entitlement based pro rata on their ordinary hours worked each fortnight.
 - Non Ongoing employees – Non ongoing employees will accrue personal leave on the same basis as ongoing employees. Where the period of employment is less than 3 months the employee's initial credit will be calculated based on the total period of employment and the employee will not receive fortnightly credits.
- 4.2.3 Personal leave may be used for personal illness, compassionate leave, parenting responsibilities associated with the birth of a new born child, preventative health checks, personal purposes (examples include: moving house; accompanying a family member to a medical appointment to provide assistance and support ; death of a family member),and unanticipated emergencies.
- 4.2.4 Personal leave may also be used for short term caring purposes during unanticipated circumstances that require an employee to be absent from the workplace until alternative arrangements can be made. The main consideration in these situations is not whether the employee wants to care for another individual but whether the employee is required to provide care (examples include caring for a family member who is ill; when the employee is unable to organise alternative care if their child has a pupil-free day at school; their usual child-care arrangements are unexpectedly disrupted or when the employee's parent or partner needs their assistance due to frailty).

- 4.2.5 Personal Leave may also be used for partners of the mother following the birth of a child (for paternity purposes). Applications for leave would normally not exceed ten days where both mother and baby are well. However, an employee could be in a situation where a longer period of leave is required because their partner requires care after the birth of a child or following the birth of their child is unable to care for other family members due to illness or frailty. In this example personal leave may be approved for a longer period of leave.
- 4.2.6 For all new on-going employees joining the Department from an employer staffed under the *Public Service Act 1999*, *Parliamentary Services Act 1999* or from the ACT Government service, accrued annual leave and personal/carers leave (however described) will be transferred and converted to leave categories recognised under this Agreement, provided there is no break in continuity of service (i.e. no more than 2 months break in service between agencies). The Secretary may approve the carryover of accrued leave credits where there are no reciprocal arrangements in place.
- 4.2.7 All non-ongoing employees with previous service in the Department, but no more than 2 months break in that service; will retain all accrued personal leave credits.
- 4.2.8 There is no limit to the maximum continuous amount of paid personal leave which may be granted for absences due to personal illness or injury, subject to available credits. Where an employee is absent from duty due to illness or injury for an extended period the Secretary may direct that they attend a medical examination in accordance with the *Public Service Regulations 1999*.
- 4.2.9 An ongoing employee may be granted unpaid personal leave for personal illness or injury where paid personal leave has been exhausted. Unpaid personal leave counts as service for all purposes unless the total period of paid and/or unpaid leave for personal illness exceeds a continuous period of 78 weeks. In this circumstance any unpaid personal leave for personal illness beyond 78 weeks, does not count for service for any purpose, except for superannuation and Long Service Leave (LSL) purposes.
- 4.2.10 Personal leave is subject to approval by the Secretary. Employees must advise an appropriate person/manager in their workplace of an absence, or their intention to be absent, within one and half hours of their normal starting time.
- 4.2.11 In general, supporting evidence is not required, however, where reasonable to do so, the Secretary may give notice to an employee that medical certificates or other evidence will be required. The employee will be provided with a written reason/s why supporting documentation is required. Where considered necessary, the Secretary will direct that documentation for future absences must be provided.
- 4.2.12 The period that documentation is to be provided, under clause 4.2.11 should not exceed 3 months.

- 4.2.13 Personal leave cannot be converted to salary and cashed out upon termination of employment.
- 4.2.14 Personal leave will not be debited on a public holiday, which the employee would have otherwise observed.
- 4.2.15 Should an employee be medically unfit for 1 day or longer while on recreation leave or LSL the employee may apply for personal leave. Subject to the provision of a medical certificate or other documentary evidence, recreation leave or LSL will be re-credited to the extent of personal leave granted.
- 4.2.16 The Secretary will approve an employee accessing up to 2 weeks of their personal leave credit in conjunction with maternity leave. Employees are unable to access paid personal leave during paid maternity leave referred to in clause 4.3.3.
- 4.2.17 An employee receiving worker's compensation for more than 45 weeks will accrue personal leave on an hours actually worked basis.
- 4.2.18 An employee will not, without consenting, be retired on invalidity grounds before the employee's personal leave credit has expired.
- 4.2.19 Personal leave 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.
- 4.2.20 The Secretary may approve an employee to anticipate up to 20 days personal leave where paid leave credits are exhausted.
- 4.2.21 An employee who is in receipt of a ComSuper Partial Invalidity Pension (PIP) as a result of a reduction in salary, and who is not an ongoing part-time employee, will utilise personal leave credits at the rate of a maximum of 15 days per year as they become available, in lieu of PIP. The remaining 5 days will be available to be taken as required by the employee for personal leave.
- 4.2.22 Where in the course of a calendar year, an employee has taken aggregated leave without pay not to count as service exceeding 30 calendar days, accrual of personal leave will be reduced in accordance with the recreation leave and personal leave accrual formula set out in Clause 4.81
- 4.2.23 An employee who is retired from the APS on the grounds of invalidity, and is subsequently re-engaged as a result of action taken under s.75 of the *Superannuation Act 1976*, is entitled to be credited with personal leave equal to the balance of sick and special leave, or equivalent leave types, in credit at the time of retirement.

4.3 PARENTAL LEAVE

- 4.3.1 Under this clause an employee is entitled to leave of absence without pay after they or their partner gives birth to a child or adopts a child. The maximum period of such leave will usually be 52 weeks commencing on the day of the birth of their child, or in the case of an adopted child on the day on which the employee or their partner assumes responsibility for the child, and ending 66 weeks thereafter. However, where unpaid maternity leave is used in conjunction with parental leave, the maximum period of parental leave will be such that the aggregate period of maternity leave (not including the period of required absence) and the parental leave does not exceed 40 weeks. Parental leave does not count as service for any purpose.
- 4.3.2 If an employee is working part-time prior to the leave of absence, they are entitled to continue their part-time hours on return to work.
- 4.3.3 Under the provisions of the Maternity Leave (Commonwealth Employees) Act 1973, eligible employees are entitled to up to 12 weeks paid maternity leave. This entitlement may be paid over a 24 week period at half pay. Superannuation is only payable during the first 12 weeks of paid maternity leave. Where maternity leave is granted without pay, the maximum period of leave which may be granted will be such that the aggregate period of maternity leave (not including the period of required absence) and the period of leave granted as parental leave does not exceed 40 weeks.
- 4.3.4 An employee eligible for leave under clause 4.3.3 is entitled to a further 2 weeks of leave for maternal purposes which is to be used immediately after the completion of the twelve weeks referred to in clause 4.3.3. This leave will be with pay where any part of the twelve weeks referred to in clause 4.3.3 is with pay.

4.4 ADOPTION LEAVE

- 4.4.1 Where an employee adopts a child and has a primary carer role for that child, the Secretary will approve 12 weeks of paid leave. If an employee is adopting multiple children at the same time (for example twins), the entitlement will remain at 12 weeks.
- 4.4.2 The employee will be able to split the 12 weeks of leave into several blocks. For example, to allow for activities including, but not limited to:
- completing administrative and legal procedures (Leave may be granted on more than one occasion during this stage of the adoption process);
 - travel and return from the location where the employee first accepts responsibility for the adopted child
 - the period of time that would be considered sufficient for the employee and child to recuperate and bond upon returning home.
- 4.4.3 On the expiration of a period of Adoption Leave, following the adoption of a child, the employee is entitled to apply for a further leave of absence of

Parental Leave in accordance with clause 4.3. If an employee is working part-time prior to the leave of absence they are entitled to continue their part-time hours on return to work.

- 4.4.4 An employee may elect to spread the payment for the period of absence over a period of 24 weeks at half pay. For the purpose of calculating the period of service of an employee who makes such an election, that part of adoption leave for which they are paid is the first 12 weeks.
- 4.4.5 Where an employee is the secondary carer of the adopted child, they are entitled to use personal leave in accordance with provisions equivalent to those for Supporting Partner Leave as outlined in clause 4.2.5.
- 4.4.6 The adoptive child must not be a child or stepchild of the employee or the employee's partner unless that child had not been in the custody and care of the employee or the employee's partner for a significant period (i.e. six months or longer).
- 4.4.7 Adoption leave with pay counts as service for all purposes.

4.5 VOLUNTEER LEAVE

- 4.5.1 To encourage greater participation in the community, the Secretary may, subject to operational requirements, grant one paid day per annum to staff to undertake charitable or community-based work. It is intended that this leave will be for the purposes of assisting charitable, not for profit or other community-based organisations (e.g. Meals on Wheels, Life Line Counselling). While paid leave is granted for such purposes, the employee will be subject to the OH&S and compensation arrangements of the host organisation as is the case if undertaking such work in their own time.

4.6 DEFERRED SALARY LEAVE SCHEME

- 4.6.1 The parties to this Agreement agree to consult on the introduction of a deferred salary leave scheme within 6 months of the commencement of this Agreement. This consultation will include consideration of a flexible arrangement consisting of a four year work period followed by a one year period of leave. This leave will be based on an employee deferring part of their salary over a 4 year period and receiving the deferred salary in the fifth year while on leave.

4.7 MISCELLANEOUS LEAVE

- 4.7.1 The Secretary may approve leave for reasons not covered by other leave types with regard to the workplace's operational needs. This is known as miscellaneous leave and can be with or without pay, as indicated below.

- 4.7.2 Miscellaneous leave with ordinary pay will be approved by the Secretary in the following circumstances:
- requirement to undertake jury service;
 - war service sick leave;
 - attendance where required at industrial proceedings that directly involve the Department;
 - attendance at short workplace relations training courses or seminars on the following conditions:
 - that departmental operating requirements permit the grant of leave;
 - that the scope, content and level of the short courses are such as to contribute to a better understanding of workplace relations;
 - defence force requirements;
 - undertaking emergency service duty (e.g. State Emergency Service), including for training and ceremonial duties;
 - death of a close friend;
 - compassionate leave as defined in the Workplace Relations Act 1996 where entitlements are exhausted; and
 - participation in major sporting events, either as a competitor or accredited official.
- 4.7.3 Employees may also use miscellaneous leave to donate blood. This includes travel to and from the blood donation centre. Leave for this purpose is approved by the Secretary and does not require recording in Aurion.
- 4.7.4 The Secretary may approve additional leave with ordinary pay to an employee in exceptional circumstances. Examples of the types of circumstances are where employees are affected by or involved in state of emergency situations such as, but not limited to, bushfires, floods and earthquakes.
- 4.7.5 Miscellaneous leave without pay, may be approved by the Secretary in, but not limited to, the following circumstances:
- full time study commitments;
 - days of cultural or religious significance for employees;
 - accompanying a partner on a posting;
 - non-APS employment or work in the interests of the Commonwealth; and
 - for other purposes where other types of paid leave have been exhausted.
- 4.7.6 Miscellaneous leave will not accrue.
- 4.7.7 Where the employee is on mandatory maternity leave, the employee may not access miscellaneous leave.

4.8 ACCESS AND APPLICATION OF LEAVE ENTITLEMENTS

4.8.1 The number of hours of recreation leave and personal leave accruable annually will be calculated using the following formula:

$$\frac{A \times B \times C}{D}$$

D

A = basic leave credit of 4 weeks - plus any additional credits for remote locality service and shift work for recreation leave

B = number of calendar days to count as service in period (number of calendar days applies retrospectively for recreation leave and prospectively for personal leave)

C = number of hours per week (i.e. 37.5 hours or part-time hours) for period worked during year

D = number of calendar days in the year (applies retrospectively). Each period of service which has different weekly hours is calculated separately. If separate credits are calculated, all credits are added and expressed as a total number of hours of leave available

4.8.2 Employees will be credited recreation leave and personal leave on a fortnightly basis, in arrears. The amount of recreation leave and personal leave credited fortnightly will be the pro rated amount of the annual credit relating to one fortnight.

4.8.3 Debits are made on an hour for hour basis with no salary adjustments, i.e. employees are paid at their normal hourly rate and leave is deducted for the period of the actual absence.

4.8.4 Absences on recreation leave and personal leave are paid at the prevailing salary rate and not at the rate payable when the leave was accrued.

4.8.5 Where a part-time employee's yearly accrued recreation leave credit provides less than the amount of recreation leave available to an equivalent full time employee, the part-time employee may elect to take the balance of the leave as miscellaneous leave without pay. This leave counts as service for all purposes.

4.8.6 Except for miscellaneous leave for employment in the interests of the Commonwealth and for full time study commitments of approved students which will count for long service leave and personal leave purposes, all other miscellaneous leave without pay will not count for service, but will not break continuity of service.

4.8.7 Accrual of recreation leave or personal leave for part-time employees will be reduced in accordance with the recreation and personal leave accrual formula.

5 ALLOWANCES

5.1 ALLOWANCES

- 5.1.1 The Department's employees work in a variety of environments and specific circumstances which attract the payment of various work-related allowances and benefits.
- 5.1.2 The Department subscribes to an allowance subscription service agreed between the parties and will adopt the rate as varied from time to time, in line with the recommendations provided.
- 5.1.3 Should the subscription service cease to provide allowance rates or, where an allowance is abolished, the issue will be referred to the National Employee Consultative Committee (NECC).

5.2 MANAGING BUILDING ACTIVITIES AND DISRUPTIONS

- 5.2.1 The objective of this clause is the avoidance of disruption associated with construction, alterations or refurbishment activities that are being undertaken in workplaces occupied by the Department's employees.
- 5.2.2 As soon as practicable after the Department becomes aware of such activities, either undertaken by the agency or by another party independent from the agency, that may cause disruption at a particular workplace, the agency will provide relevant details to the employees concerned.
- 5.2.3 The Department will seek to minimise disruption in the workplace and will take all reasonably practical steps to protect the health and safety of employees. The Department will take account of the following issues when assessing the impact on the workplace of any disruption:
- The nature of the proposed activities;
 - The timing and duration of the work; and
 - The number of employees that would be affected by any disruption.
- 5.2.4 In circumstances where "disabilities" such as dust, noise, fumes, cold, wet, dirt, loss of amenities etc cannot be prevented, employees will be temporarily relocated, or where this is not possible, the Secretary will consider and may authorise the payment of an appropriate disruption allowance in consultation with employees and, where they choose, their representatives.

5.3 FIRST AID ALLOWANCE

- 5.3.1 An employee who possesses a current first aid qualification from a recognised training authority at the applicable minimum level set out in the Occupational Health and Safety Code of Practice, and is approved by the Secretary as a First Aid Officer, will be paid an allowance of \$25.50 per fortnight. The department will meet the cost of training employees who are required to be First Aid Officers.

5.4 PAYMENT OF PROFESSIONAL EXPENSES

- 5.4.1 Where it is considered essential for the performance of duties employees will be reimbursed the costs associated with the membership of professional bodies or mandatory professional registration fees. The secretary may approve reimbursement of costs under this clause where it is not essential but is considered in the Department's interest.

5.5 MOTOR VEHICLE ALLOWANCE

- 5.5.1 Where the Secretary considers that it will result in greater efficiency or involve less expense, he or she may authorise an employee to use a private motor vehicle owned or hired by the employee at their own expense for official purposes. Where so authorised, an employee will be entitled to a motor vehicle allowance at a rate equivalent to that set by the Australian Taxation Office for claiming a deduction for car expenses via the cents per kilometre method.

5.6 DEPARTMENTAL LIAISON OFFICER ALLOWANCE (DLO)

- 5.6.1 An employee who performs the duties of DLO, and attends for duty at the Office of the Portfolio Minister for the whole of the ordinary hours of duty on a day, is entitled, in respect of that day, to be paid an allowance calculated using the annual rate of: \$17 616 from the commencement of this Agreement and \$18 338 commencing 12 months after this Agreement commences operating. Part of this allowance is in lieu of extra duty. Therefore employees receiving this allowance are not entitled to extra duty payments.

5.7 SHOE AND STOCKING ALLOWANCE

- 5.7.1 An allowance of \$168.00 per annum for the purchase of footwear will be paid to all employees that are required to wear the AQIS Uniform.
- 5.7.2 All employees who may be required to wear stockings as part of the AQIS Uniform will be paid a stocking allowance of \$159.00 per annum unless uniform issue socks are ordered by the employee.

5.8 COMMUNITY LANGUAGE ALLOWANCE (CLA)

5.8.1 The payment of CLA to eligible employees recognises that the ability to communicate proficiently with all clients is one means for maximising access to the Department's services and reflects the Department's commitment to promoting and encouraging diversity. The Department supports, and will encourage, employees to participate in this arrangement.

5.8.2 This allowance is paid to employees where:

- they are accredited by the National Accreditation Authority for Translators and Interpreters (NAATI), or equivalent and
- they use a second language (other than English) as required by the Secretary and
- there is an identifiable and continuing need for their particular language skills in providing client or employee services to meet the operating needs of the workplace.

5.8.3 CLA covers non-written communication, with clients, in a language other than English, including communication in the Deaf Oral Language, the Deaf Sign Language and Aboriginal and Torres Strait Islander Languages.

5.8.4 The Department will pay for the costs associated with NAATI accreditation where the requirements of clause 5.8.2 are met. If NAATI is unable to provide testing, the Secretary may approve payment of the allowance, having satisfied themselves with the language skills of the employee on the basis of evidence provided.

5.8.5 To be eligible for CLA an employee only needs to pass a NAATI test once, provided that the manager certifies each year that the employee uses the language in the workplace on a regular and continuing basis.

5.8.6 The manager is responsible for recommending payment of this allowance.

5.8.7 Employees who meet the requirements of Clause 5.8.2 and for whom the Secretary has approved a recommendation, will be paid CLA at the rate of \$802.00 per annum.

5.9 REIMBURSEMENT FOR LOSS OR DAMAGE TO PROPERTY **ERROR! BOOKMARK NOT DEFINED.**

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

5.10 PAYMENT IN LIEU OF ISOLATED ESTABLISHMENTS ALLOWANCE (IEA)

5.10.1 Employees who are currently eligible to receive payment in lieu of IEA will continue to receive the payment. The employee will retain this entitlement

for as long as they remain continuously at their current location and it will lapse on their moving to another locality. The amount payable will be equivalent to the recommended IEA Allowance, as varied. IEA has historically been included in the calculation of the Airport Allowance however IEA no longer applies in the Department.

5.11 EXCESS FARES

5.11.1 An employee will be entitled to reimbursement of excess fares where temporarily performing work at a place other than their usual place of work, when the cost of travel to and from the employee's temporary place of work is greater than the cost of travel to and from the employees usual place of work. Excess fares are not reimbursed where the employee is receiving Travelling Allowance or has moved in anticipation of a permanent move.

5.12 RELOCATION ASSISTANCE

5.12.1 Where the household effects of an existing on-going APS employee under this clause are removed from one locality to another, at Departmental expense in accordance with clause 5.12.2 as a consequence of the employee's transfer for a period of not less than 12 months, the employee will be paid a Disturbance Allowance. The Disturbance Allowance is designed to cover non-reimbursable expenses associated with the transfer, including telephone and utility reconnections and costs associated with the transfer of motor vehicle registrations and licenses. Eligible employees will be paid the Disturbance Allowance as follows:

Employee without dependants or partner	Employee with 1 or more dependants and/or a partner	Full-time students(s) dependent child(ren)
\$682.00	\$1365.00	Additional \$205.00 per child

5.12.2 The Secretary will determine the extent of any financial assistance for relocation from one locality to another upon promotion, engagement, transfer or temporary assignment of 12 months or longer. The Secretary will approve payment for reasonable removal expenses including conveyance, temporary accommodation, education expenses and costs associated with the sale or purchase of a house. Prior to the promotion, engagement, transfer or temporary assignment of an employee, the relevant manager will discuss with the individual, and supply written advice of the amount of reasonable expenses that will be provided.

5.13 FIELD WORK

General

5.13.1 For the purposes of Clauses 5.13.3 to 5.13.12, "field work" means working away from headquarters or an office, usually out in the open, generally in

rural or remote areas of Australia or overseas, conducting various land-based or sea-going operations. Field work is confined to employees

- in BRS: who undertake field surveys or sea-duty;
- in the Australian Plague Locust Commission (APLC): who assist with the conduct of aerial surveys, locust control operations and research projects;
- in ABARE: who assist with the conduct of rural surveys; and
- in AQIS: required to perform duty at sea; or, working in the Northern Australian Quarantine Strategy and who travel to remote areas, conducting animal, plant health or extension surveys; or, who travel to remote areas overseas conducting non-military pre-clearance inspections. The Secretary may extend the provisions of Clauses 5.13.3 to 5.13.12 to employees in other areas of the Department where it is determined that “field work” conditions apply.

5.13.2 Field staff are expected to work long and/or irregular hours in an environment where the comforts of an office are seldom present. Clauses 5.13.3 to 5.13.12 set out the agreed method of remunerating employees working in the field, having regard to these disabilities.

Extra Duty in the Field Allowance (EDFA) – General Entitlements

5.13.3 Employees, while travelling to and from a field location to carry out field work will be considered to be on duty and this duty will count towards Extra Duty in the Field Allowance (EDFA) and Extra Duty Leave (EDL), in accordance with Clauses 5.13.6 to 5.13.11.

5.13.4 Unless agreed and notified otherwise EDFA payments will assume field travel commenced at 8:30 am and finished at 5:00 pm on days where an employee has travelled to or from the field location.

5.13.5 Employees working in the field, regardless of the actual field locality, will only be entitled to public holidays which applied at their headquartered location. For example, ACT based field staff required to work in Queensland on Canberra Day would receive Leave in Lieu of Public Holidays for that duty, even though the duty was not carried out on a Queensland public holiday.

Allowance For Extra Duty In The Field

5.13.6 Employees classified as APS 1 to APS 6, will be paid a mixture of EDFA and EDL for all extra duty performed for the week, up to a maximum weekly limit of 45.9 hours (45 hours 54 minutes).

5.13.7 Payment and leave for these employees will comprise an EDFA payment of 1.6 times the employee’s ordinary hourly rate of pay, and an EDL component of 1.6 hours of EDL for each hour of extra duty, in respect of all weekly extra duty up to specified limits.

5.13.8 Employees classified as EL 1 or EL 2, will be paid a mixture of EDFA and EDL for all extra duty performed for the week, up to a maximum weekly limit of 17.1 hours (17 hours 6 minutes).

- 5.13.9 Payment and leave for EL 1 and EL 2 employees will comprise an EDFA payment of 1.6 times the maximum hourly rate of remuneration of an APS 6, and an EDL component of 1.6 hours of EDL for each hour of extra duty, in respect of all weekly extra duty up to specified limits.
- 5.13.10 Generally, the mix of EDFA and EDL shall be 80/20, although where an employee and the Secretary agree, and where such an arrangement can be supported by the electronic timesheets, individual employees may elect to alter the ratio of EDFA to EDL.
- 5.13.11 EDFA will be paid and EDL will accrue for all extra duty worked on weekdays, Saturdays, Sundays and Public Holidays, up to the specified weekly limits.

Leave In Lieu of Public Holidays

- 5.13.12 Employees specified in Clauses 5.13.6 and 5.13.8 who perform duty in the field on a Public Holiday (as defined in Clause 3.8) will be credited with Leave in Lieu of a Public Holiday, up to a maximum of 7 hours 30 minutes per occasion.

Special Arrangements for AQIS Sea-Going Employees

- 5.13.13 AQIS employees performing duty at sea will receive EDFA and EDL in accordance with the provisions for field work in the Department as set out above.
- 5.13.14 These employees, when they are required to remain at sea on a Saturday, Sunday or Public Holiday without working will accrue a leave credit (on a time for time basis) up to a maximum of 7 hours 30 minutes per day.

5.14 CAMPING OR AT SEA ALLOWANCE

- 5.14.1 Camping - Employees working in the field and who are required to camp for official purposes, whether performing duty or not, will be paid an allowance for each day or part-day where these circumstances exist.
- 5.14.2 At Sea - Employees working in the field, who are required to be at sea overnight for official purposes, whether performing duty or not, will be paid at sea allowance for each day or part-day where these circumstances exist. The allowance is only payable while at sea on non-passenger vessels (including navy and customs vessels). The employer pays the employees passage on the vessel, in addition to the payment of the allowance.
- 5.14.3 At the commencement of this agreement, the allowance payable for "camping" and "at sea" will be \$94.30 per day. This rate will be adjusted by the same amount of any adjustment made to the "daily meal component for the Country Centre Travel Allowance" plus "daily incidental rate", as varied in the relevant recommended rate. There is no entitlement to Travel Allowance while camping or at sea.

- 5.14.4 The Department subscribes to an allowance subscription service agreed between the parties and will adopt the rate as varied from time to time, in line with the recommendations provided.

5.15 AIRBORNE SURVEY ALLOWANCE

- 5.15.1 Departmental field employees whose duties require them to conduct aerial surveys will, for each hour or part-hour where they fly in an aircraft conducting an aerial survey, be paid an allowance of \$15.50 per hour.

5.16 AERIAL SURVEY INSURANCE EXPENSES

- 5.16.1 Where an employee incurs an increased premium on their life insurance due to the fact that their duties require them to conduct aerial surveys, the increase will be reimbursed.

5.17 WHARF ALLOWANCE

- 5.17.1 Wharf Allowance recognises the ongoing aspect of the climatic and other environmental conditions rather than infrequent attendance in an external environment. To be eligible for this allowance being permanently based means the employee's usual place of work for a minimum period of a fortnight. Cessation of payment would also align with the last full period of attendance (i.e. fortnight rather than part thereof). The activities to which the allowance will apply will be

- External Container Inspection Regime
- Giant African Snail inspections
- On wharf Breakbulk surveillance
- Timber/Machinery inspections undertaken outside

- 5.17.2 Other than the above activities, employees are excluded if performing activities at Depots within a port environment.

- 5.17.3 The Secretary will approve a payment of an annual allowance, to eligible employees, of \$400pa. The allowance will be paid on a pro rata basis each fortnight.

5.18 REMOTE LOCALITY CONDITIONS

- 5.18.1 Employees who are required to work and live in remote localities are eligible for certain provisions which recognise the additional costs, inconvenience and physical and social isolation of working and living at remote localities.

- 5.18.2 On commencement of this Agreement, employees stationed in the Department's Remote Localities will continue to be eligible to be paid a District Allowance and associated benefits as detailed in Table 3. Where

during the life of this Agreement the Department employs staff in a locality other than those detailed in tables 3 and 4 and where the new locality is defined as a remote locality in the APS award 1998 or its successor those employees will be entitled to remote locality conditions similar to the conditions detailed in this agreement based on the Award provision.

5.18.3 For the purposes of Remote Locality Conditions described in Clause 5.18. and Gladstone Allowance described in Clause 5.18.4, eligible dependent, means:

- the employee's partner; or
- parent of the employee or the employee's partner, who ordinarily lives with the employee and who is totally or substantially dependent on the employee whose income (if any) is less than \$16 792 per year. Employees whose partners are also eligible for payment of a District Allowance or Gladstone Allowance will be considered to be employees without dependents; or
- child under the age of 21 of the employee or the employee's partner, who ordinarily lives with the employee and who is totally or substantially dependent on the employee whose income (if any) is less than \$16 792 per year. Employees whose partners are also eligible for payment of a District Allowance or Gladstone Allowance will be considered to be employees without dependents: or
- child, under the age of 25 who is a full time student, of the employee or the employee's partner, who ordinarily lives with the employee and who is totally or substantially dependent on the employee whose income (if any) is less than \$16 792 per year. Employees whose partners are also eligible for payment of a District Allowance or Gladstone Allowance will be considered to be employees without dependents: or
- child of the employee or the employee's partner, with a disability, who ordinarily lives with the employee and who is totally or substantially dependent on the employee and whose income (if any) is less than \$16 792 per year. Employees whose partners are also eligible for payment of a District Allowance or Gladstone Allowance will be considered to be employees without dependents.

Gladstone Allowance

5.18.4 An employee stationed at Gladstone in Queensland is entitled to an annual allowance of \$700 (with dependants) or \$360 (without dependants).

Eligibility for District Allowance

5.18.5 An employee is entitled to a per annum District Allowance as provided by Table 3; or, subject to the employee being an employee for the purpose of Clause 5.18.16 then as provided in Table 4. Payment of the allowance will be on a fortnightly basis. The Department subscribes to an allowance subscription service agreed between the parties and will adopt the District Allowance rate as varied from time to time, in line with the recommendations provided.

- 5.18.6 Part-time employees stationed at remote localities are entitled to pro rata payment of the allowance based on their approved weekly hours (e.g. an employee working 30 hours per week is entitled to 80% of the entitlement).
- 5.18.7 An employee will continue to be paid the allowance for the period of any recreation leave taken, provided that they have an entitlement to be paid the allowance on the day immediately before the recreation leave commences.
- 5.18.8 Clause 5.18.7 applies to a period of recreation leave of an employee irrespective of the place of residence of the employee during the leave period.

District Allowance not Payable Concurrently with Travel Allowance.

- 5.18.9 An employee is not entitled to District Allowance in addition to Travel Allowance for a period when the employee is temporarily stationed in a locality for which District Allowance would otherwise be payable.
- 5.18.10 The Secretary may, in special circumstances, increase the Travel Allowance payable to the employee for the period.

Payment in Lieu of Leave Fares Assistance

- 5.18.11 Leave fares assistance no longer applies in the Department and is replaced by a payment in lieu, to eligible employees. The payment will be based on published rates for a return, fully flexible, economy airfare (including taxes, fees and charges).
- 5.18.12 Ongoing employees and their eligible dependents are entitled to payment in lieu for airfares assistance as detailed in Column 4 of Tables 3 and 4.
- 5.18.13 Calculation of the payment will be based on:
- “grossing up” to deliver the true value of the airfare after income tax;
 - travelling on 1 July where the ticket is purchased on 25 May (or the last working day occurring before);
 - travelling to the nearest capital city. For employees stationed at Darwin and Nhulunbuy, the travel is to Adelaide;
 - the rates will be made available to employees in May for verification; and
 - where an entitlement to payment in lieu of leave fares exists the payment will be made on the first occasion the employee proceeds on 5 days recreation leave after the entitlement is established.
 - Employees cannot establish an entitlement to payment under this clause until 1 July 2010 at the earliest.
 - The “gross up” rate for the formula when calculating payment is $1/1-A$
Where A = marginal tax rate

Non ongoing employees

- 5.18.14 On commencement of this Agreement non ongoing employees and their eligible dependents stationed at the Department's Remote Localities in Table 3 may be eligible for payment in lieu of leave fares assistance in accordance with the provisions of Clause 5.18.11, at the completion of each period of service as specified in Column 4 of Table 3. The Secretary will approve payment provided there has been continuity of service, with no more than 2 months break in service between non ongoing employment agreements in each period of service as specified in Column 4 of Table 3.

Operating Principle

- 5.18.15 The Operating Principle for Remote Locality Assistance provides guidance to managers and employees on the application of this provision.

Former Remote Locations

- 5.18.16 Only employees who were stationed in the Department's former remote locations, as at 16 September 1998 and who remain continuously at those locations (or other remote or former remote localities) will remain eligible to be paid; District Allowance, Payment in Lieu of Additional Recreation Leave and Payment in Lieu of Leave Fares Assistance; as detailed in Table 4 below;

Table 3 – REMOTE LOCATIONS

Column 1	Column 2	Column 3		Column 4		
Location	Entitlement for payment in lieu of leave fares expressed in weeks	District Allowance per annum		Entitlement for Payment in lieu of leave fares		
		With Dependant	Without dependant	Permanent	Term <2yr 3mon	Term >2yr 3mon
Bamaga	1.4	8090	5000	Annual	1 st year	Each yr except final
Broken Hill	0.4	2376 *	1536 *	Nil	* Includes \$13.15 pw allowance	
Broome	1	5500	3120	Annual	1 st year	Each yr except final
Carnarvon	0.4	1510	760	Biennial	-	Each 2 yrs except final 2 yrs
Charleville	0.4	1690	850	Biennial	-	Each 2 yrs except final 2 years
Christmas Is and Cocos (Keeling Is)	1.4	8090	5000	Annual	1 st year	Each yr except final
Karratha	1	5500	3120	Annual	1 st year	Each yr except final
King island	0.6	2880	1570	Annual	1 st year	Each yr except final
Longreach	0.6	2880	1570	Annual	1 st year	Each yr except final
Mt Isa	0.6	2880	1570	Annual	1 st year	Each yr except final
Nhulunbuy	1.4	8090	5000	Annual	1 st year	Each yr except final
Port Hedland	1.0	5500	3120	Annual	1 st year	Each yr except final
Thursday and other Torres St Islands	1.4	8090	5000	Annual	1 st year	Each yr except final
Walgett	0.4	1690	850	Nil		
Weipa	1.4	8090	5000	Annual		Each yr except final

TABLE 4 – FORMER REMOTE LOCATIONS

Column 1	Column 2	Column 3		Column 4		
Location	Entitlement for Payment in lieu of Additional Recreation Leave expressed in weeks	District Allowance (\$ per annum)		Entitlement for Payment in lieu of Leave Fares		
		With Dependents	Without Dependents	Permanent	Term Transfer <2years 3 months	Term Transfer > 2 years 3 months
Bourke	0.4	3890	2120	Biennial	-	Each 2 yrs except Final 2 years
Biloela	0.4	1690	850	Nil	-	Nil
Cairns	0.4	1690	850	Biennial	-	Each 2 yrs except Final 2 years
Darwin	1.0	4060	2220	Annual	1 st year	Each yr except Final year
Innisfail	0.4	1690	850	Biennial	-	Each 2 yrs except Final 2 years
Mareeba	0.4	1690	850	Biennial	-	Each 2 yrs except Final 2 years
Townsville	0.4	1690	850	Biennial	-	Each 2 yrs except Final 2 years

Reimbursement of Fares for Other Purposes

- 5.18.17 The Department will provide, as a benefit to all employees, stationed at localities listed in Tables 3 and 4, access to fares assistance for compassionate purposes under this clause. Reimbursement of fares or motor vehicle allowance to the value of an economy return airfare, will be approved by the Secretary for an ongoing employee working in a remote locality office where:
- the employee or eligible dependant of the employee is required to travel for medical or dental treatment where there is no resident practitioner at the location and/or for specialist medical treatment; or
 - a member of the employee's family (as defined) dies, becomes critically or dangerously ill and the employee or employee's partner travels to either attend the funeral or to visit the ill family member; or
 - reimbursement of reasonable accommodation costs incurred, when travel is for medical or dental treatment and circumstances prevent the employee or dependant from returning home on the same day, will be paid on receipts presented.
- 5.18.18 Reimbursement of fares will only be authorised for travel within Australia on presentation of a medical certificate/statement or other documentary evidence providing details of the patient, their condition and, where assistance is sought for treatment, the nature, necessity and urgency for that treatment.
- 5.18.19 Employees will not be reimbursed the cost of fares or accommodation where a community scheme provides such assistance (e.g. Royal Flying Doctor Service). Employee contributions required under a community scheme will be reimbursed as will reasonably receipted accommodation expenses if the community scheme only partially meets those costs.

Reimbursement of Fares for Children Attending School Away from the Employee's Locality

- 5.18.20 As a benefit to employees, this provision applies when a child(ren), who ordinarily resides with an on-going employee stationed at a remote location, is required to receive their primary or secondary schooling in a place away from the remote locations detailed in Table 3; or, if they are a child(ren) of an employee who is an employee for the purpose of Clause 5.18.16 then the locations detailed in Table 4.
- 5.18.21 The Secretary will approve reimbursement to the employee, the cost of student travel concession fares reasonably incurred for return travel by the child(ren) attending school outside the remote location (i.e. for reunion visits) where there is not a community scheme for that purpose.
- 5.18.22 Reimbursement is limited to fares for two reunion visits each full school year; or where the child(ren) does not attend a school outside the remote locality for the full year, one fare in any six month period. The Secretary may approve reimbursement of an additional fare in special circumstances, e.g. where it can be satisfied that severe detriment to the continued well

being of the child(ren) will be done in the absence of an additional reunion visit or the child(ren) attends a school having 4 terms per school year.

Reunion Visits

- 5.18.23 On-going employees assigned duties on term transfer with dependants and/or a partner residing at the former locality and who are not accompanied by their dependants and/or partner, will be entitled to reimbursement for the cost of travel for the purpose of reunion.
- 5.18.24 The employee may be reimbursed an amount equal to 6 reunion visits by economy class return travel by air in any one year beginning on the day that the employee commenced the term transfer.
- 5.18.25 The Secretary may authorise travel for the purpose of reunion to a locality, within Australia, other than the former locality, provided that the employee pays the amount (if any) by which the cost of fares to the other locality exceeds the cost of the economy class air travel to the former locality.
- 5.18.26 On completion of the term transfer an employee is entitled to be reimbursed costs of fares from the remote locality to the former capital city for the employee and each eligible dependant or eligible partner. An employee who is transferred on completion of the term transfer to a locality other than their former capital city will be reimbursed the cost of reasonable fares:
- from the remote locality to the former capital city; and
 - from the former capital city to the new locality.

Employees at Nhulunbuy

- 5.18.27 Employees and their eligible dependants stationed at Nhulunbuy will be entitled to one (1) return airfare to Darwin per year (non cumulative), plus 3 days accommodation only (no meals or incidentals) in line with the recommended rate for Darwin.

Travel Other than By Air

- 5.18.28 The Secretary may approve a mode of travel other than by air, in such case; the employee will be entitled to:
- payment of Motor Vehicle Allowance in accordance with Clause 5.5 where the travel is by private motor vehicle; and
 - where travel is by other than private motor vehicle, the entitlement is the lesser of:
 - reimbursement of the costs reasonably incurred; or
 - the amount the employee would have been entitled to be reimbursed had the travel been by air.

Payment in Lieu of Additional Recreation Leave

- 5.18.29 Eligible Employees working in a remote locality will receive a payment in lieu of additional recreation leave, based on the formula at Clause 4.8.1 and the figures prescribing the amount of payment in lieu of additional

recreation leave for each location detailed in Column 2 of Tables 3 or 4 of this Agreement.

- 5.18.30 The payment will be calculated using the employee's ordinary rate of pay and any temporary assignment allowance as at the 1 January in the relevant year and where relevant, the value of the Residual Recreation Leave (Annual Leave) loading provisions of Clause 4.1.23 of this Agreement.
- 5.18.31 Payment will be made annually, on the second available payday after 1 January.
- 5.18.32 Employees in remote localities who have an entitlement to a payment in lieu of additional recreation leave in accordance with Clause 5.18.29 are entitled to purchase and be granted, within the year of purchase, an amount of purchased leave equal to that detailed in Column 2 of Tables 3 or 4 of this agreement.

5.19 AIRCONDITIONING SUBSIDY

- 5.19.1 Where the provisions of Clause 5.19.3 are satisfied, employees stationed at Broome, Weipa, Karratha, Port Hedland, Nhulunbuy and Thursday or other Islands of the Torres Strait will be entitled to a subsidy in relation to the cost of running refrigerative air-conditioning for the period September to April.
- 5.19.2 Air conditioning subsidy for employees based in Broome for the period September to April will be payable irrespective of whether or not the officer occupies a Commonwealth dwelling.
- 5.19.3 Employees who:
 - are stationed at a remote locality listed in Clause 5.19.1 for the subsidy period; and
 - reside at that locality consistent with Clause 5.19.2 or in either a Commonwealth dwelling or a dwelling in which they are entitled to be paid temporary accommodation allowance, in which refrigerative air-conditioning is installed; and
 - are responsible for the payment of the charges listed on an acceptable account for that dwelling will be entitled to an allowance calculated as follows.

Separate metering	85% of the total charge
No separate metering	
1 room air-conditioner	50% of the total charge
2 room air-conditioners	65% of the total charge
3 or more room air-conditioners or ducted air-conditioning	70% of the total charge

- 5.19.4 Where the period covered by the account lies partly outside the subsidy period, the allowance will be multiplied by the following formula:

2 X days within the subsidy period
(days in the subsidy period + days covered by the account)

- 5.19.5 Where employees and all their dependants are absent from the locality for a period in excess of 1 day, and the dwelling is occupied by a person who is not an employee, the period of absence will not be included in the subsidy period.

Deductions from Salary of Rent for Quarters

- 5.19.6 If an employee resides in a building owned or leased by the Commonwealth, the Secretary may direct that rent be charged and be deducted from the employee's salary. The amount of rent charged must be a fair and reasonable sum, and the Secretary will determine a sum not exceeding 10% of the employee's salary.

5.20 AUSTRALIAN DEFENCE FORCE OPERATIONS SUPPORT ALLOWANCE

- 5.20.1 Departmental employees deployed to perform duties in support of an Australian Defence Force mission overseas will be entitled to the following allowance and conditions, while in an Operational area. The allowance will be adjusted, as required, to reflect any change to the rates paid by the Department of Defence to civilian personnel.

“Operational area” means the geographic area determined by the Department of Defence for payment of an allowance to Defence Civilian personnel for supporting a Defence Force mission overseas.

Rate of Allowance

- 5.20.2 The daily rate of the allowance is \$98.70: This allowance is calculated by using the current ADF Hardship allowance for Defence Civilians (top rate) of \$61.70 multiplied by the 1.6 component of EDFA to give a daily rate of \$98.70. This allowance provides for all aspects associated with the hardship involved in performing duty in a military environment including any associated travel undertaken on chartered military transport.
- 5.20.3 Staff who receive shift penalties, including the Airport Allowance, in the course of their normal duties, will not be entitled to receive those entitlements while undertaking overseas pre inspection work.

Entitlement

- 5.20.4 An employee is entitled to payment of the allowance for each day or part day they are in the operational area, other than periods of recreation leave.
- 5.20.5 Where recreation leave is taken while in the operational area, the employee receives the allowance only for recreation leave that accrued while in the operational area.

- 5.20.6 In accordance with Clause 3.7 extra duty may be claimed for any duty completed after 8 hours of rostered duty. Extra duty can be claimed for all duty performed on rostered days off. Employees on all military clearances are rostered Monday to Friday with RDO's on Saturday and Sunday.

Allowances not Payable

- 5.20.7 While an employee is entitled to the Military Operations Support Allowance, they are not entitled to any of the following allowances specified in either this Collective Agreement or the Department's Overseas Condition Authority (as varied):
- Camping Allowance;
 - Difficult Post Allowance;
 - Equipment Allowance;
 - Overseas Living Allowance; and
 - Travelling Allowance.

Meals not provided

- 5.20.8 The Secretary will approve payment of an amount equal to the extra duty meal allowance, set out in Clause 3.7.13, in circumstances where employees are required to purchase a meal.

Additional Recreation Leave

- 5.20.9 Additional recreation leave accrues for duty in the operational area at the rate of 10 days per year on a *pro-rata* basis, calculated in accordance with Clause 4.8.1 (formula for rec/personal leave accrual).

6 SHIFTWORK

6.1 SHIFT WORK

- 6.1.1 The Department meets its operational requirements through the use of a variety of flexible working arrangements. The use of shift work is one arrangement for fulfilling these operational requirements.
- 6.1.2 Prior to the introduction of any 12 hour shift arrangement the Department will consult with affected employees and where they choose their representatives and trial the proposed shift arrangement for a period of not less than 6 months.
- 6.1.3 Employees (including part-time employees) will be considered to be shift workers if rostered to perform ordinary duty outside the period 6.30am to 6.30pm, Monday to Friday, and/or on Saturdays, Sundays or public holidays, for an ongoing or fixed period.

- 6.1.4 Unless in receipt of an Airport Allowance paid in accordance with Clause 6.2 employees working regular shifts will receive the following penalty payments in addition to their ordinary salary:

Rostered time of ordinary duty	Penalty rate
Ordinary duty performed on a shift, any part of which falls between 6:30pm and 6:30am, or 6.00pm and 7.00am for ABARE Band 1 and 2 employees.	15%
Ordinary hours worked continuously for a period exceeding 4 weeks on a shift falling wholly within the hours of 6:30 pm and 6:30 am Part-time employees – will be only entitled to the 30% penalty rate where: <ul style="list-style-type: none"> • rostered ordinary duty involves working no fewer shifts each week, or no fewer shifts per week on average over the shift cycle, than an equivalent full-time employee; and • the shift worked by a part-time employee is part of a full-time shift, and the full-time shift falls wholly within the hours of 6:30 p.m. and 6:30a.m. 	30%
Ordinary duty performed on a Saturday	50%
Ordinary duty performed on a Sunday	100%
Ordinary duty performed on a public holiday	150%

- 6.1.5 A shift worker rostered to perform ordinary duty on a public holiday, and who does not observe the holiday, will be entitled to payment at the rate of 250% (inclusive of payment for ordinary hours on the public holiday) for all time worked on the holiday, subject to the provisions of Clause 6.1.6.
- 6.1.6 The minimum payment payable under Clause 6.1.5 for each separate attendance will be three hours. Where more than one attendance is involved, the minimum payment provision will not operate to increase an employee's additional remuneration beyond that to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.

- 6.1.7 Where, in a cycle of shifts on a regular roster, a shift worker is required to perform rostered duty on each of the days of the week, that employee will, in respect of a public holiday which occurs on a day on which the employee is rostered off duty, be granted, if practicable, within one month after the holiday, a day's leave in lieu of that holiday. Where it is not practicable to grant a day off in lieu, the employee will be paid one day's pay at the ordinary rate for the total hours of their rostered shift.
- 6.1.8 Shiftworkers (including a shiftworker in receipt of the Airport) will accrue an additional half day of recreation leave for every Sunday worked in the previous year, subject to a maximum additional accrual of 1 week's leave per year, calculated in accordance with the formula at Clause 4.8.1. "Sundays worked" will include ordinary duty, and, if at least of 3 hours duration, rostered extra duty.
- 6.1.9 Rosters for normal, shift or extended working days and extra duty are to be drawn up to ensure a fair and equitable distribution of such arrangements for all persons working at that workplace. Consultation and reasonable notice shall be given prior to a change in shift working arrangements. Reasonable notice will normally be regarded as seven days, or less by agreement.
- 6.1.10 The parties to this Agreement will consult and develop guidelines on the development and changing of rosters. These guidelines will be developed prior to 31 December 2009.

ShiftWork for On Plant Veterinarians

- 6.1.11 Shift payments to On Plant Veterinarians will be made in accordance with Clause 6.1. Reasonable notice (normally seven days) shall be given prior to a change from an eight hour day to an extended working arrangement.
- 6.1.12 The Secretary, in consultation with its employees and where they choose their representatives, may determine an On Plant Veterinarian as a shift worker if any of the work is performed outside the period 6.30am to 6.30pm between Monday to Friday, and/or on Saturday, Sunday or on Public holidays for an on-going or fixed period. Payment will be made in accordance with Clause 6.1.
- 6.1.13 Extra duty payments to shiftwork On Plant Veterinarians will be made in accordance with Clauses 3.7.8 to 3.7.11.

6.2 AIRPORT ALLOWANCE

- 6.2.1 Employees working rostered, shiftwork working at an international airport terminal for continuous periods in excess of four weeks who would otherwise be paid shift allowances for the full period of their rostered shifts in accordance with the shift work provisions set out in clause 6.1.4, will be paid an Allowance of 36.5% of salary payable as an additional allowance fortnightly in lieu of shift penalties. This allowance will continue to be paid to employees absent on accrued recreation leave whilst performing duty

under this shiftwork arrangement, but will not be paid during absences on purchased leave.

VARIATION TO AIRPORT AND AIR CARGO ALLOWANCES

6.2.2 Where employees in receipt of the Airport or Air-cargo Allowances are absent on leave other than recreation leave, the true value of the shift allowance component built into the Allowance will be deducted when taking the leave as follows:

- Monday to Friday - 15% shift allowance;
- Saturday - 50% shift allowance;
- Sunday - 100% shift allowance; and
- Public Holiday - 100% shift allowance

The Allowance will continue to be paid during these absences.

6.2.3 Recognising the shift component of the Allowance already payable, an employee in receipt of the Allowance who is rostered to perform, and performs ordinary duty on a public holiday, and who does not observe the public holiday, will be entitled to payment of an additional 50% shift allowance for all time worked on the holiday, subject to the provisions of Clause 6.1.6.

6.3 SYDNEY AIRPORT AM PART TIME EMPLOYEES

6.3.1 Employees working the part time AM seven day shift roster at Sydney Kingsford Smith Airport, satisfy the eligibility criteria under clause 6.2.1 above for payment of the Airport Allowance for part of the year only. During the remainder of the year a number of shifts within the roster cycle commence after 6.30am, as a result of the Northern Hemisphere Winter Flight Schedule.

6.3.2 On Commencement of this agreement employees working the AM part time shift roster at Sydney Airport shall continue to be paid the Airport Allowance during the period covered by the Northern Hemisphere Winter Flight Schedule, despite not satisfying the criteria for receiving the Airport Allowance.

6.3.3 Where employees working the Sydney Airport AM part time shift roster are scheduled to commence duty after 6.30am on a weekday (other than a Public Holiday) the 15% shift penalty component built into the Airport Allowance will be deducted.

7 TRAVEL

7.1 TRAVEL

7.1.1 The Department is a diverse organisation where work may require employees to travel, sometimes on a regular basis. Employees need to

ensure that they can meet their work commitments and travel as required, and managers should ensure that due regard is given to the employee's needs in balancing personal and work travel commitments and that Occupational Health and Safety (OH&S) issues are taken into full account.

7.1.2 Employees must undertake official travel in accordance with the Operating Principles for Travel as specified in the Chief Executive's Instructions, as varied from time to time.

7.1.3 The key principles under which the Department's employees undertake travel are:

- Employees should neither gain nor lose financially as a result of travelling on official business.
- All reasonable expenses incurred while travelling on official business will be met, with employees and managers to consider the purpose, specific circumstances, business outcomes and total costs of travel.
- The Corporate credit card is to be used to meet all accommodation expenses.
- Meals and incidental allowances are payable by Electronic Funds Transfer (EFT) to a nominated bank account. The Department subscribes to an allowance subscription service agreed between the parties and will adopt the rate as varied from time to time, in line with the recommendations provided.
- Advances by EFT, or reimbursement of accommodation costs, can be approved on a case-by-case basis, for employees travelling to areas that do not accept travel cards or in circumstances where employees have not been issued a Travel Card.
- Where practical, travel should occur within the employee's ordinary span of hours; or, for shift workers, if possible during ordinary rostered hours.

Further details and procedures are contained in The Operating Principles for Travel in the Department of Agriculture, Fisheries and Forestry, including guidance to managers and employees on the application of this provision.

7.1.4 The Department is committed to providing high level support and good working conditions to its employees overseas. Full details of the Overseas Conditions of Service entitlements are determined by the Secretary from time to time.

7.1.5 Employees serving overseas on long-term posting will receive a conditions package which will include, as determined appropriate to the post, a Cost of Living Allowance, and Hardship Allowance. In addition, employees will receive a Cost of Posting Allowance, updated annually in line with salary movements. The package will also include accommodation, health care, assistance with children's education, reunion fares and other conditions of service as determined by the Secretary and/or detailed in the department's Overseas Conditions of Service. In determining the conditions and rates the department will use as a basis the conditions of service extended to employees of the Department of Foreign Affairs and Trade. The variations

in these conditions for employees serving overseas on assignments or missions under 12 months will be outlined in the Department's Overseas Conditions of Service.

7.2 TRAVEL OUTSIDE STANDARD DAYS AND HOURS FOR QUARANTINE AND EXPORT OPERATIONAL SERVICES

7.2.1 Employees required to travel, within Australia, away from their regular workplace (outside of their standard days and hours) in order to undertake quarantine or export operational services, will accrue 'reasonable time off' at a rate of time for time for the time spent travelling to and from the location. 'Reasonable time off' can be taken as leave or cashed out at single time rates on approval by the Secretary.

7.2.2 This provision does not apply to AQIS employees receiving Extra Duty in the Field Allowance (EDFA) or the Australian Defence Force Operations Support Allowance.

7.3 TRAVEL OUTSIDE STANDARD DAYS AND HOURS FOR other than QUARANTINE AND EXPORT OPERATIONAL SERVICES

7.3.1 Employees at APS levels 1 to 6 required to travel, within Australia, away from their regular workplace (outside of their standard days and hours) within the span of hours will accrue flex time. For travel outside the span of hours they will accrue 'reasonable time off' at a rate of time for time for the time spent travelling to and from the location.

7.3.2 Travel undertaken by Employees at Executive levels 1 and 2 is recognised within clause 8.4.

7.3.3 This provision does not apply to AQIS employees receiving Extra Duty in the Field Allowance (EDFA) or the Australian Defence Force Operations Support Allowance.

7.4 SINGLE DAY TRAVEL

7.4.1 Single day travel refers to travel undertaken within a period that is commenced and completed within one day.

7.4.2 No meal and incidental allowances are payable for travel completed in a single day.

7.4.3 In exceptional circumstances, where an employee is required to travel on official business and the number of hours worked on a day exceeds 10, the Secretary may approve a payment of \$42.00, payable through the payroll system.

- 7.4.4 The provision of the \$42.00 payment is only in circumstances where the travel was not undertaken with commercial passenger services or is an integral part of the employee's normal duties.

7.5 REVIEW TRAVEL EXPENSES

- 7.5.1 After an employee has temporarily resided in the one locality for a period of 21 days, a 'review of travel expenses' will occur. Prior to the 21 days being reached, the Secretary may approve an agreed package of assistance that has been negotiated with the employee to meet the additional costs incurred as a result of the employee being temporarily relocated.
- 7.5.2 The Operating Principles on Review Travel Expenses provides guidance to managers and employees on the application of this provision.

8 BALANCING WORK AND PERSONAL LIFE

8.1 PRINCIPLES

- 8.1.1 The Department, within the confines of its operational requirements, is committed to providing employees the flexibility to balance both personal and professional commitments and to plan and manage individual workloads to maximise productivity and balance work and personal commitments. The Department and its employees recognise the benefits that flextime, flexible working hours, regular part-time work, shift work and job sharing provide individuals and the work area to meet both work and personal commitments.
- 8.1.2 Underlying this Agreement is the recognition by the Department and its employees that the notion of the workplace and of working arrangements, goes beyond the traditional office environment and extends to work undertaken in the field and in the home.
- 8.1.3 When setting arrangements for an employee's pattern of work it is recognised that while the major consideration will be operational requirements and service delivery obligations, other important considerations are:
- the impact on clients and industry stakeholders;
 - the impact on other members of the work group; and
 - the personal needs of the employee.
- 8.1.4 On occasion there may be a need for employees to work outside their ordinary daily and weekly hours. Employees are entitled to decline to work extra hours, outside specified standard hours, due to personal commitments.

8.1.5 The Department recognises that for the period nursing mothers are feeding their infants, their manager should be mindful of their particular short-term needs.

8.1.6 When seeking to change existing working arrangements the Department will consult with employees, and where they choose, their representatives.

8.2 MATURE AGE EMPLOYEES

8.2.1 It is acknowledged that with the continued ageing of the Australian workforce, management and work practices should be geared to optimise the contribution of skilled and experienced workers and encouraging those who are making a valuable contribution to stay longer in the workforce. Strategies to achieve this may include;

- more flexible working arrangements, such as part-time work and phased retirement
- more creative use of their skills (e.g. mentoring, skills transfer and different roles with the opportunity, where desired and appropriate, to phase out managerial responsibilities)
- more active management of leave to encourage use of recreation and long-service leave so that employees maintain a healthy work/life balance and level of enthusiasm
- encouragement to take sabbaticals and other development opportunities to maintain drive and expertise.

8.3 VARIATION OF STANDARD WORKING ARRANGEMENTS

8.3.1 The Department has a variety of employees working in many different circumstances and professional fields which may allow or necessitate a need for greater flexibility than the standard working arrangements specified in the Agreement. Subject to meeting operational requirements, including the impact on the work team, an employee may request and their manager may agree to vary the standard working arrangements, relating to the standard days and hours of work referred to in Clause 3.1.1 and 3.1.2. Any variation to standard arrangements will be genuinely voluntary and will not attract extra duty or penalty conditions.

8.3.2 The Department and its employees recognise that optimum working arrangements are best determined by agreement between managers and employees at the local workplace level. In addition to the arrangements relating to full time and part-time work, managers and employees may agree to alternative working arrangements at the local level where such arrangements are considered not disadvantageous to the manager, employee or the team.

8.3.3 FLEXIBLE WORKING HOURS

8.3.4 The Department recognises the benefits that flextime and flexible working hours provide employees and managers to vary working hours, patterns and arrangements to meet both operational and personal commitments. The Flextime Operating Principle provides guidance to managers and employees on the application of this provision.

8.3.5 Managers have a responsibility to:

- manage the employees' hours of work to ensure that they are productively employed; and
- minimise the extent to which employees are required to work excessive hours.

8.3.6 Manager's and employees have a responsibility to minimise the extent to which employees are required to work excessive hours. Excessive hours would normally include those circumstances where an employee is required to work beyond the specified span of hours in Clauses 3.1.1 and 3.1.2, over an extended period. In those circumstances where work pressures result in an employee being required to work or being likely to work excessive hours over an extended period, the manager will review workloads and priorities with the employee, to identify appropriate strategies to alleviate the situation. Such strategies will be appropriate to the local workplace and may include (but are not limited to) the reallocation of resources or the provision of paid time off.

8.3.7 Normally employees are entitled to take a 30 minute break after working for 5 consecutive hours.

General Application

8.3.8 The Department has a variety of employees working in many different circumstances and professional fields that may allow or necessitate a need for greater flexibility than the standard working arrangements. Flextime is a recorded system of flexible working hours which enables employees and their managers to vary working hours, patterns and arrangements to provide maximum operational flexibility with benefits to clients, employees and the workplace. It is strongly encouraged that a simple electronic form of recording flextime hours should be utilised.

8.3.9 Employees are subject to the terms of the General Flextime scheme provisions unless it has been determined by the Secretary that the employee is subject to the terms of Hours in Operational Environments scheme Clauses 8.3.24 to 8.3.27. Clause 8.3 shall operate for all APS 1 to APS 6 level (except shift workers and On Plant Veterinarians) employees covered by this Agreement.

8.3.10 While generally not eligible to participate in the flextime scheme, employees in EL 1 and EL 2 classifications may determine their day to day attendance patterns, including absences, with the agreement of their manager.

- 8.3.11 Flextime arrangements for particular work areas may be reviewed against operational requirements of the workplace. Where the Department considers that operational requirements have changed sufficiently to warrant a review or where affected employees so request, a review shall be conducted to make recommendations to the Secretary, who shall determine if the General Flextime provisions shall apply or if the Hours in Operational Environments provisions shall apply. In any such review, employees, and where they choose their representatives, shall be informed of the changes to operational requirements and any other relevant factors and shall be consulted and have input into the review before its outcome is finalised. Employees and, where they choose their representatives, shall have access to a draft of the review report for comment and shall also be provided with a final copy of the review report.
- 8.3.12 Both managers and employees are responsible for ensuring that attendance records are accurate and that operating efficiency is maintained while employees work flextime. It is important that managers and employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flextime and flex leave, into their overall approach to work planning.

Operation of General Flextime and Hours in an Operational Environment

- 8.3.13 A standard day for the purposes of flextime is:
- 7 hours and 30 minutes per day between 8.30am to 12.30pm and 1.30pm to 5:00 pm for an employee who works 37.5 hours per week; or
 - the prescribed daily hours for a part-time employee; or
 - other hours determined under local agreements.
- 8.3.14 The bandwidth is the span of hours on a day that an employee may normally work as part of the flextime scheme. The relevant bandwidth is as specified in Clauses 3.1.1 and 3.1.2 (i.e. from 7.00am – 7.00pm, or 6.30am – 6.30pm Monday to Friday) unless varied, consistent with Clause 8.3.
- 8.3.15 The settlement period is the period of ordinary working days over which calculations are made to determine the flextime credit or debit of an employee. The settlement period will be 20 working days (or 150 hours for full-time employees) commencing on payday Thursday and ceasing on the Wednesday before payday two pays later.
- 8.3.16 Employees are required to work a four week period (the settlement period) averaging 150 hours (or the equivalent of two pay fortnights' hours for part-time employees). However, employees can work more or less than this and carry over the difference to the next pay period.

Credit and Debit Limits

- 8.3.17 The maximum credit employees may carry over from one settlement period to the next would normally not exceed 25 hours. The maximum debit employees can carry over would normally not exceed 10 hours. These carry over limits apply on a pro-rata basis for part-time employees.

- 8.3.18 A carry over credit in excess of 25 hours (or equivalent pro-rata credit limit for a part-time employee) accrued due to work commitments at the specific direction of the manager, may be approved by the Secretary.
- 8.3.19 The Secretary may determine in consultation with employees in what exceptional circumstances large flex credits, in excess of 25 hours, may be banked for later use or cashed out at ordinary time rates.
- 8.3.20 Flex debits in excess of 10 hours (or equivalent pro-rata debit limit for a part-time employee) at the end of the settlement period will be treated as an unauthorised absence. The debit hours will be without pay and will be deducted from salary. It is the responsibility of the manager to notify personnel of flex debits in excess of 10 hours.

Sickness on Flexdays

- 8.3.21 Employees who are medically unwell on an agreed flex day may elect to apply for personal leave on presentation of a medical certificate.

Annual Leave and Flextime

- 8.3.22 Employees may take flex leave in conjunction with annual leave, provided the flex leave is taken immediately prior to and/or immediately following the annual leave.

General Flextime

- 8.3.23 For employees, who have access to Flextime and who have not been determined to be subject to the Hours in Operation Environments, the General Flextime provisions shall operate in the following way:
- a) Employees start, finish, and take breaks from work at times of their own choosing within a determined bandwidth of hours, subject to the availability of work and the approval of the employee's manager.
 - b) With the agreement of their manager, employees may access 3 full flex days during the settlement period, which may be taken consecutively. Managers are expected to take a flexible and cooperative approach in granting flex leave, taking into account the needs of their employees as well as the operational requirements of the work area. With this in mind, managers may approve more than 3 full flex days during the 20 day settlement period.
 - c) It is important that employees are at work during normal client contact/area operating hours. If employees are planning to either change dramatically their usual pattern of work, or if they are planning to be away from the work area during the normal hours of attendance it is important that they first negotiate this with their manager.
 - d) The Secretary may, where it is necessary to do so because of essential work requirements, either direct that an employee or group of employees in the workplace revert to standard hours for a period, or enter into a local agreement to temporarily vary an existing flextime arrangement.

- e) The Secretary may, where it is reasonable to do so because an employee has failed to comply with the provisions of flextime, remove that employee from flextime for a specified period and that employee will revert to working the hours of a standard day or the prescribed part-time hours. Any disagreement with the decision to revert the employee will not prevent the decision from being carried out. However, the matter is subject to the dispute avoidance and resolution process of this Agreement.

Hours in Operational Environments

- 8.3.24 The parties to this agreement recognise that the hours of coverage for particular workplaces and or functions is determined by operational requirements and the needs of DAFF clients and customers. For employees working Hours in Operational Environments a pattern of regular start, finish and break times may be necessary.
- 8.3.25 At the commencement of this agreement, employees who are not shift workers but are subject to fixed starting times in the circumstances described in Clause 8.3.24 shall be subject to the provisions set out in the Hours in Operational Environments provisions of this agreement.
- 8.3.26 Where an employee believes they are not subject to an existing "Hours in Operational Environment" arrangement, the employees or where they choose their representative, may seek a reconsideration of the operational circumstances.

Conditions to apply for Hours in Operational Environments

- 8.3.27 For employees who are subject to these arrangements, hours of work shall operate in the following way:
 - a) The employee and the manager shall agree on start, finish and break times, which may move through a regular pattern of hours over the settlement period, which allow operational requirements to be met and take account of the employee's personal circumstances to the extent that it is reasonable to do so.
 - b) Where the manager is advised and agrees, employees in a work area may agree to swap periods of work and break time (e.g. swap lunch breaks or swap start times on a particular day) where the swap will allow hours coverage to be maintained. An employee's actual hours worked shall be recorded in accordance with Clause 8.3.8.
 - c) The employee may nominate an amount of up to two days of flex leave, taken as full or part days, in any settlement period. When the employee shall take the nominated flex leave within the settlement period shall be agreed as part of the regular pattern of hours in accordance with Clause 8.3.27(a) subject to the availability of work. The employee and the manager may agree on variations to flex leave or additional flex leave in accordance with Clauses 8.3.23(b) but subject to this clause.
 - d) The employee's hours of debit or credit shall be adjusted for variations in attendance.

- e) The employee or the manager may seek to reach a new agreement on start, finish and break times at any time and both shall act in good faith to reach a new agreement.

8.4 RECOGNITION OF EXECUTIVE LEVEL EMPLOYEES WORKLOAD

- 8.4.1 On commencement of this Agreement, in recognition of the excessive hours of work performed and recorded by employees classified at the executive level 1 and 2 levels who don't have access to flex time or extra duty arrangements, the Secretary will approve 1 day paid leave for employees classified at EL 1 and 2 days paid leave for employees classified at EL 2 per calendar year.

8.5 HOME BASED WORK AND WORKING AWAY FROM THE OFFICE

- 8.5.1 The diverse nature of work conducted in the Department lends itself to a range of working environments and the Department considers home based work a valuable option and managers should consider applications seriously.
- 8.5.2 Temporary or informal arrangements are likely to be applicable to most jobs and could be used for either a few hours or days to accommodate a range of situations.
- 8.5.3 The Secretary may approve an application for an employee to work from home/work away from the office on either a regular or temporary basis. The Secretary may vary or terminate the arrangement as a result of operational requirements or the ineffectiveness of the arrangement.
- 8.5.4 The Department has a responsibility to take all practical steps to provide a safe and healthy work environment for its employees. Accordingly, the manager must ensure that appropriate arrangements are in place and the employee is provided with appropriate information. Home computing facilities may be provided where the need is agreed between an individual employee and their manager. Provision of equipment shall be subject to OH&S requirements and to an assessment of technical needs by the manager.
- 8.5.5 In determining appropriate work arrangements, managers and employees will consider the following (not exhaustive) list of issues:
- appropriate and effective communication with office based employees;
 - the need to ensure adequate interaction with colleagues;
 - the nature of the job and operational requirements;
 - privacy and security considerations;
 - health and safety considerations;

- the effect on clients; and
- adequate performance monitoring arrangements.

8.6 PERFORMANCE AND ADVANCEMENT

8.7 PROGRESSION ARRANGEMENTS

8.7.1 The Secretary will approve an employee's advancement through pay points based on demonstrated performance in the job measured via an end of year (30 June) performance rating of Outstanding, Strong or Fully Effective. Further details of pay point progression are described in (Clauses 2.4.2 to 2.4.8).

8.7.2 A fundamental objective of the Department's workplace reform process is to link remuneration to:

- the work value of individual jobs and the associated critical market pressures;
- the demonstrated capability and impact that an individual brings to a job; and
- the performance outcomes achieved.

8.8 TEMPORARY ASSIGNMENT

Temporary vacancies may arise as a result of:

- an extended absence where the critical work that would normally be carried out within the job cannot be absorbed by the team; or
- a job being available for a specified period.

8.8.1 Where a temporary vacancy occurs and critical work cannot be absorbed by the work team, an employee may be placed on temporary assignment.

8.8.2 Temporary assignment is directly linked to the performance of the duties of an existing higher level position. Where a higher level of remuneration is paid, the level of remuneration is determined using the fixed pay points of that higher level.

8.8.3 Where appropriate, temporary assignments should recognise the benefit to the individual and the Department of the experience of working at a higher work level. Where an employee is selected for temporary assignment to work at a higher work level, that employee's individual work plan under their workplace's performance management scheme will recognise that the employee has been performing duties at the higher level.

- 8.8.4 Temporary Assignment arrangements should avoid:
- individual employees being expected to perform temporary assignment in the same job on several occasions in the course of a year which results in the employee not receiving payment;
 - the tendency to continuously roll over short periods of temporary assignment at a higher level; and
 - long periods of temporary assignment at a higher level without an adequate merit selection.
- 8.8.5 Payment is made for periods of temporary performance lasting four weeks or longer. The need to avoid the arrangements outlined in Clause 8.8.4 is based on the premise of a fair-go all-round. Where such arrangements cannot be avoided, the Secretary may approve payment for a temporary assignment for a period of less than four weeks.
- 8.8.6 Managers have a responsibility to ensure that employees are treated fairly in the allocation of higher level work and temporary assignments.
- 8.8.7 An employee will not suffer detriment if they choose not to undertake a temporary assignment when requested.
- 8.8.8 Where an employee is selected for temporary assignment to work at a higher work level for a continuous period of four weeks or longer, the employee will be paid at the pay point appropriate to that higher work level for the period of the temporary assignment.
- 8.8.9 Where an employee is on temporary assignment for longer than 12 months they will be entitled to pay point advancement in accordance with the progression arrangements outlined in Clause 8.7.
- 8.8.10 For a temporary assignment of six months and over, an internal merit selection process will be held to determine which employee is to fill the job.
- 8.8.11 If a temporary assignment extends for longer than 12 months, and there is no substantive occupant for the job, that assignment becomes an ongoing vacancy to be filled in accordance with the selection and advancement Clause 8.9.
- 8.8.12 An employee may be paid at a pay point below the work level of the temporary assignment job where the employee will not be performing the full range of duties of the job.
- 8.8.13 An employee who is being paid at a higher pay point for a temporary assignment and who is granted paid leave or observes a public holiday during that period, will continue to be paid at the higher pay point for a temporary assignment during that absence.
- 8.8.14 Where non SES employees are required to temporarily perform work in Senior Executive jobs for greater than four weeks, the Secretary will determine an appropriate loading and other benefits, for the relevant period.

8.9 SELECTION AND ADVANCEMENT

General

- 8.9.1 The Department is committed to good practice selection and advancement processes, and selection and advancement decisions that are consistent with relevant legislative requirements, Departmental and APS Values and the following principles:
- open and transparent processes which ensure fairness and equity in decisions;
 - selection based on merit taking into account the skills, attributes, knowledge and qualifications required for the job and the benefits of a diverse workforce;
 - streamlined and efficient processes;
 - a balance between operational needs of the workplace and career development opportunities for employees; and
 - advancement linked to demonstrated performance.
- 8.9.2 The Secretary will determine and approve the most appropriate recruitment process taking into account whether the job is required for a specified period or is ongoing, resource and funding implications, organisational requirements and priorities, career development needs of employees, the appropriate labour market and legislative requirements relating to selection and advancement.
- 8.9.3 Where a position becomes permanently available (i.e. there is an ongoing body of work) the Secretary may:
- transfer an employee whose substantive level is the same as the vacant position, (including a management initiated part-time employee to a full-time position) taking into account the operational requirements of the workplace as well as the career development needs of the potential transferee and other employees; or
 - advertise externally.
- 8.9.4 Where more Part-time employees express interest in transferring at work level to full-time positions than there are positions available, the Secretary shall determine which employees are transferred on the basis of merit.
- 8.9.5 An external merit selection process will be conducted in accordance with relevant legislative requirements.
- 8.9.6 In the event that a job is advertised internally for permanent filling and an applicant from a lower classification is shortlisted, the job will be advertised externally and the internal applicants will still be considered.

- 8.9.7 An internal merit selection process may include:
- development of appropriate selection criteria and job descriptions;
 - notification of the vacancy to all employees in the Department; and
 - assessment of applicants by a panel/committee consisting of at least two people including:
 - the relevant senior manager or their representative
 - an independent or impartial person from outside of the Division.
- 8.9.8 Feedback will be provided to all internal applicants following any selection process or decision, and a report on the selection outcome will be provided where requested by an applicant.

Probation

- 8.9.9 On commencement of employment with the Department, employees may be subject to a period of probation. A notice of engagement will be provided to the employee prior to commencement specifying the probation period applicable.
- 8.9.10 The engagement of Graduates is subject to successful completion of both:
- the probationary requirement outlined above; and
 - their competency based training course.
- 8.9.11 On commencement of this Agreement, the managing underperformance procedures (Clause 8.12) do not apply during a period of probation.

8.10 PERFORMANCE MANAGEMENT

- 8.10.1 Performance Management is integral to the Department delivering organisational objectives and outcomes. Performance Management is designed to encourage and reward high achievement, to improve and manage individual performance and train and develop employees to meet both the career development and training needs of individuals and the skills needs of the Department.
- 8.10.2 It aims to provide employees with a shared understanding of the Department's business priorities and directions, as well as those of their own work area. Performance Management is a vital component of the Department's human resource strategies aimed at fostering good people management.
- 8.10.3 The Department is committed to a performance management system that is fair and equitable for all levels and classifications of employees, is conducted with integrity and is in accordance with the applicable legislation.

- 8.10.4 The Department considers that participation in Performance Management is an essential requirement for all managers and employees. Failure to participate will lead to the employee or manager being subject to the procedures for managing unsatisfactory performance outlined in Clause 8.12.
- 8.10.5 As a minimum, the Department requires the following of the Performance Management Scheme:
- will operate on an annual cycle – 1 July to 30 June;
 - is based on regular and constructive two-way feedback, and encourages honest and open discussion between supervisors and employees;
 - managers and employees will conduct regular (preferably quarterly) feedback discussions;
 - will include a formal mid cycle and end of cycle review as an essential element of performance management. It is a mutual responsibility of both the manager and the employee to ensure that a mid cycle and end of cycle review takes place;
 - together, managers and employees will develop, maintain and regularly review a work plan and learning agreement;
 - managers and employees will receive and provide ongoing and constructive feedback on performance;
 - where employees have worked in more than one position during the assessment period the manager must seek and take into account input from the employee's previous manager (e.g. under rotation policy);
 - managers will assist employees to identify their learning and development needs in the context of the skills they will need to do their job effectively;
 - performance management outcomes will be used to determine advancement through pay points within work levels in the Department's Classification Structure;
 - will provide the framework for managing underperformance and managers must ensure employees understand the standard of performance expected. Regular feedback should provide the basis for identifying and addressing any performance problems and clarifying expectations; and
 - where an employee's performance continues to be below the standard required, the process outlined for managing underperformance, in Clause 8.12 will apply.

Performance Management Principles

- 8.10.6 These Principles and Performance Management Guidelines can be found on the Department's Intranet, but definitions relating to roles and responsibilities are included here to assist employees and managers.

Roles and Responsibilities

- 8.10.7 Employees are expected to:
- participate in the Performance Management Scheme by developing a work plan and learning agreement;

- develop, maintain and regularly review a work plan and learning agreement with their manager;
- know and understand what is expected of them in terms of skill levels and work performance;
- seek out and openly discuss feedback on their performance and development needs; and
- actively participate in learning and development activities identified.

8.10.8 Managers have a key role in leading and developing their employees. Managers must:

- acknowledge and discuss the employee's work plan and learning agreement;
- ensure that all team members have a work plan and learning agreement in place;
- create and maintain an environment of confidence and co-operation which enables the discussion and recognition of both good and poor performance;
- provide honest, encouraging and constructive feedback on both positive and negative aspects of their team members' performance on a regular, at least quarterly, basis;
- assist employees to identify their learning and development needs in the context of the skills they will need to do their job effectively through the learning agreement process; and
- support employees to meet their learning and development needs.

Performance Standards

8.10.9 For the purposes of pay point progression, there are five performance standards:

- Outstanding;
- Strong;
- Fully Effective;
- Developmental; or
- Unsatisfactory.

8.10.10 To achieve pay point progression, an employee will need to achieve a rating of Outstanding, Strong or Fully Effective. If rated Developmental or Unsatisfactory an employee will not qualify for pay point progression.

8.10.11 Details of the ratings can be found in the Performance Management Guidelines. Changes to the performance standards and descriptors will be by full agreement of the National Employee Consultative Committee.

8.11 LEARNING AND DEVELOPMENT

8.11.1 The Department is committed to providing its employees with learning and development opportunities that will assist them in their career aims, and to

acquire the skills and knowledge they need to undertake current and possible future roles effectively. Learning and Development includes all formal training, coaching, mentoring, on-the-job training, participating in employee's rotations and other mobility opportunities and external study. A report will be provided to the National Employee Consultative Committee regarding the implementation and effectiveness of the Department's developmental activities.

- 8.11.2 The Department supports external study and in recognition of the benefits provided by external study, employees may apply for approved student status under the Departmental Studybank Scheme. The Secretary may approve an employee's application for study leave, if they are eligible for "approved student status" under the Department's Studybank Guidelines.
- 8.11.3 The Secretary will consider the following when approving study leave:
- the financial resources and operational needs of the workplace;
 - the skills needed in the workplace;
 - the career and personal development needs of the applicant; and
 - the benefit to the workplace.
- 8.11.4 If approval as a student is granted, the Secretary may approve any of the following entitlements:
- up to 5 hours per week leave to undertake study activities (up to 13 hours per week for Aboriginal and Torres Strait Islanders); and/or
 - up to 3 hours leave per week to travel to and from a course of study; and/or
 - this leave may be with full pay, without pay or a proportion of full pay; and/or
 - leave to attend exams; and/or
 - leave credits equal to the unused leave entitlements for study activities: these credits may not be carried over from one semester to the next.
- 8.11.5 Divisions (or equivalent organisational units) may expand and enhance on these entitlements if appropriate, for example reimbursement of course fees or payments of Higher Education Loan Program-payments by the employer.
- 8.11.6 Employees may utilise Sabbatical Leave in accordance with the Miscellaneous Leave provisions.

8.12 MANAGING UNSATISFACTORY PERFORMANCE

- 8.12.1 The Department gives a commitment that when unsatisfactory performance issues arise they will be dealt with promptly and fairly.
- 8.12.2 The Performance Management Scheme provides the basis for managing unsatisfactory performance and managers must ensure that an employee understands the standard of performance expected of them. Managers will

apply, where possible, informal management techniques when dealing with potential performance management issues by providing regular and open feedback against performance expectations.

- 8.12.3 The following minimum standards must be met prior to formal action being taken under Clause 8.12.
- regular feedback and discussion (on more than one occasion) between the manager and employee;
 - the manager has clearly specified in writing to the employee, their expectations and the standard to which work is to be done; and
 - the employee has been given the opportunity to meet the manager's reasonable expectations and standard of work required of them.
- 8.12.4 The principles of procedural fairness will apply to the processes and decisions involved in managing underperformance:
- employees will be provided with copies of documentation relevant to the performance assessment; and
 - employees will have the option of having a person of their choice present during feedback meetings to provide support.
- 8.12.5 Underperformance action will continue regardless of whether:
- an investigation into an alleged breach of the Code of Conduct is underway or is planned; or
 - an employee has, or develops, a medical condition during the underperformance process, however, mitigating circumstances that are a result of a medical condition will be taken into consideration at the conclusion of the assessment period as referred to in Clause 8.12.7.
- 8.12.6 Where a manager believes that an employee's work performance is below the expected performance standard, despite repeated attempts to improve performance through feedback or discussion, or they have failed to complete a workplan and learning agreement, the following procedure will apply.
- 8.12.7 The manager, in consultation with the relevant Human Resource adviser, will provide the employee with written advice that their performance does not meet the expected standard of performance. This advice will specify:
- the expected standard of performance, consistent with the relevant work level standard;
 - where the employee's performance does not meet the performance standard, including the absence of a work plan and learning agreement; and
 - that the employee will be under a 2 month period of assessment.

A copy of this advice will be provided to the Secretary. The employee will have a period of 7 days to respond in writing to this advice if they wish.

- 8.12.8 Within 10 days of the end of the period in which the employee may wish to respond in accordance with Clause 8.12.7, the manager/ supervisor should discuss the concerns with the employee, including those raised in the written response by the employee, to develop a Performance Improvement Plan. The employee may choose to be supported by a 3rd party of their choice.
- 8.12.9 The Performance Improvement Plan should be a set of realistic and achievable expectations, which focus on the areas of the employee's performance that have been identified as being in need of attention. The Performance Improvement Plan can include the development of a workplan and learning agreement. The plan will provide the basis for the regular review of the employee's performance, over a 2 month period beginning from the date of the advice to the employee. A copy of the Performance Improvement Plan will also be provided to the Secretary.
- 8.12.10 The manager, in consultation with the relevant Human Resource adviser, will review with the employee, the employee's performance over this 2 month period on a fortnightly basis. The employee may choose to be supported by a third party of their choice. Records will be kept of all performance discussions during this period. The employee must be given the opportunity to provide comment on these (these comments should be in writing).
- 8.12.11 During this 2 month period, the employee and the manager may call upon the relevant Human Resource adviser to provide advice and/or guidance regarding the development and management of the Performance Improvement Plan. This advice and/or guidance will be kept strictly confidential.
- 8.12.12 At the end of the 2 month period the manager will reassess the employee's performance. If the expected performance standard has been met, or where relevant, a workplan and learning agreement has been developed, no further action will be taken.
- 8.12.13 If an individual does not maintain a satisfactory level of performance for 10 months following the completion of a 2 months underperformance process, or does not participate in performance management, then further action can be taken without the need for a further two month underperformance assessment.
- 8.12.14 If at the end of the 2 month period the employee's performance is assessed as not meeting the expected performance standard or within the 10 month period referred to in clause 8.12.13 the employee is again assessed as not meeting the expected performance standard the Secretary will be advised. If the Secretary endorses the manager's assessment, the Secretary will write to the employee notifying the employee of the intention to:
- terminate employment of the employee;
 - transfer the employee; or
 - reduce the employee's work level.

- 8.12.15 The employee will then have 10 working days to show the Secretary, through the manager, cause why this action should not be taken. (The employee should write to the Secretary, through the manager, outlining any concerns they have either in relation to the assessment and/or the intended sanction.)
- 8.12.16 At the end of the 10 working days, the Secretary, having considered any representation submitted by the employee, may issue a notice of termination of employment or effect the transfer or reduction in work level of the employee.
- 8.12.17 A notice of reduction in classification takes effect after one month unless the employee seeks a review. An employee may apply under *Public Service Regulation 5.24(1) to have the decision to reduce their classification reviewed*. In the meantime, the employee will remain in their current job. If the review is successful, the notice of reduction is revoked without detriment to the employee. If the notice is confirmed it will take effect on the day it is confirmed or 2 months after the notice is issued, whichever is the later. Should the Regulation be altered or removed, an alternative review mechanism shall be agreed by the Implementation and Monitoring Forum.
- 8.12.18 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those the employee enjoys:
- under Part 12, Division 4 of the Workplace Relations Act 1996;
 - under other Commonwealth laws (including the Constitution); and
 - at common law.
- 8.12.19 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures described in Clause 9.7 of this Agreement .
- 8.12.20 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 s.661 (1) (c) of the *Workplace Relations Act 1996*, subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the *APS Code of Conduct* under s.15 of the *Public Service Act 1999*.
- 8.12.21 The records relating to Clause 8.12. will be kept on the employee's personnel file but none of the details in these records may be used in any future application for transfer or advancement by the employee. It must be recognised that if the employee's employment is maintained that they have every opportunity to improve their performance and future work opportunities.
- 8.12.22 This process is not to be used for misconduct or invalidity purposes.
- 8.12.23 The procedures for managing unsatisfactory performance do not apply to non-ongoing employees who are engaged after commencement of this Agreement, or to ongoing employees who are subject to a period of probation, during the probationary period.

9 OTHER CONDITIONS

9.1 HEALTH AND LIFESTYLE

9.1.1 The Department recognises that healthy and active employees with an appropriate work/life balance are likely to be more productive in the Workplace. The Department will continue to promote strategies such as health information seminars, sporting competitions, exercise groups, quit smoking programs etc. and retain existing health and lifestyle initiatives.

9.2 EMPLOYEE ASSISTANCE PROGRAM

9.2.1 An Employee Assistance Program (EAP) is available to provide a confidential, professional counselling service to help employees and their families resolve work related and personal problems.

9.3 INFLUENZA VACCINATIONS

9.3.1 The Secretary will provide access to influenza vaccinations on an annual basis, at the Department's expense, to employees wishing to participate. Where the vaccination is not provided at the workplace, employees may make private arrangements to be vaccinated. Reimbursement will be provided but limited to the cost of the influenza vaccine.

9.4 CONSULTATION

9.4.1 The department is committed to communicating and consulting directly with employees, and where they choose, their representatives about workplace matters affecting them. The Department will genuinely consult by seeking the contribution of employees and where they choose their representative, to the decision making process and provide timely feedback on that contribution. Employees and where they choose their representatives, will actively participate in consultative processes. In this context, the department will:

- provide relevant and timely information to employees, and where they choose their representatives, about workplace matters that will impact them

- provide employees and where they choose their representatives the opportunity for direct feedback on those matters;
- consider the feedback provided by employees and where they choose their representatives and respond to the feedback prior to implementing changes
- recognise the right of individual employees to choose representatives to act on their behalf in consultative processes; and
- use a range of means to communicate and consult with employees and their representatives which may include (but not limited to) Divisional, Regional, Branch and section/team level meetings.

Change

- 9.4.2 The department administers Government policy and programs that may change during the life of this Agreement. Changes may include legislative, technological, organisational, procedural and funding changes as well as market testing and the transfer of functions to or from the department. Change processes will be managed through early and effective communication and consultation in the workplace with employees and where they choose, their representatives.

Consultation Committees

- 9.4.3 The department will establish and maintain a National Employee Consultative Committee to facilitate the implementation and operation of this Agreement, whilst noting that the Secretary is the ultimate decision maker.
- 9.4.4 The NECC is the national consultative body for matters involving the conditions of employment of the department's employees. It is responsible for monitoring and advising on the implementation, application and intent of the provisions of this Agreement. It will also provide an opportunity for senior management, employees and their nominated representatives to consult on the implications of legislative, funding, organisational, technological and procedural changes for employees.
- 9.4.5 Its members will seek to reach agreement through a process of consultation and discussion.
- 9.4.6 The NECC will consist of management representatives and
- 2 Employee Representatives from National Office elected by National Office staff
 - 2 Employee representatives from National Office nominated by the CPSU
 - 1 Employee representatives from National Office nominated by the MEAA

- 2 Employee Representative from Regional Office elected by Regional Office staff
 - 2 Employee representatives from Regional Office nominated by the CPSU/MEAA
 - 1 CPSU official
 - 1 MEAA representative
- 9.4.7 The NECC will meet 3 times a year. The NECC may form sub-committees and working parties as required from time to time to deal with specific issues.
- 9.4.8 There will be two staff consultative forums established which will operate along similar lines to the NECC. These consultative forums will reflect the organisational structure of the department and will address biosecurity and non-biosecurity issues respectively. These forums will meet 3 times a year no less than one month prior to the NECC, or as required, and will report to the NECC.
- 9.4.9 Membership of the biosecurity consultative committee will include management representatives and
- 1 Employee Representative from National Office elected by National Office staff
 - 1 Employee Representative from National Office nominated by the CPSU/MEAA
 - Employee Representatives from Regional Offices elected by Regional Office staff
 - Employee Representatives from Regional Offices nominated by the CPSU/MEAA
 - 1 CPSU official
 - 1 MEAA representative
- 9.4.10 Membership of the non-biosecurity consultative committee will include management representatives and
- 2 Employee Representatives from National Office elected by National Office staff
 - 2 Employee representatives from National Office nominated by the CPSU/MEAA
 - 1 CPSU official
 - 1 MEAA representative
- 9.4.11 The consultative committees may form sub-committees to discuss issues concerning regions, central office and veterinary officers.

- 9.4.12 The NECC and consultative committees will generally refrain from dealing with matters that are better dealt with in other specialist forums unless those matters cannot be resolved in those specialist forums.
- 9.4.13 A party to this agreement may escalate an issue to the NECC if it is not resolved to their satisfaction at the consultative committee level.

Freedom of Association

- 9.4.14 The parties recognise that employees are free to choose to join or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement. Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of the Agreement and relevant industrial legislation.

Representation

- 9.4.15 Employees have the right to seek assistance and representation (which may include their union) in the workplace. The department recognises that employee representatives, including workplace delegates, have a legitimate role in the workplace and that role is to be respected, facilitated and undertaken without discrimination. Employee representatives, including workplace delegates, must act in good faith and do the best they can for their work colleagues together, or on their individual needs. All parties will deal with each other in a respectful, professional and collaborative manner. The right of representation includes the right to have an employee representative, including workplace delegates, to support and speak on their behalf.
- 9.4.16 Employee representatives, including workplace delegates, also have the right to consultation, and access to, relevant information about the workplace and the agency.
- 9.4.17 Employees who perform a role as an employee representative, including workplace delegates, will be provided with support to perform their function. This includes reasonable access to telephone, facsimile, photocopying, internet and email facilities for the purpose of carrying out work as an employee representative. These facilities will be used in accordance with departmental policies and procedures.
- 9.4.18 In exercising their rights, employee representatives, including workplace delegates and unions, will consider operational issues, departmental policies and guidelines so as to not prejudice the efficient operation of the department and the provision of services by the Commonwealth.
- 9.4.19 Employees who perform a role as an employee representative, including workplace delegates, will be provided with access to miscellaneous leave with ordinary pay to attend short workplace relations training courses or seminars on the following conditions:
- that departmental operating requirements permit the grant of leave;

- that the scope, content and level of the short courses are such so as to contribute to a better understanding of workplace relations. The Department agrees that the representative will not suffer any employment related detriment as a result of performing the representative function.

9.4.20 In addition, members may be able to access reasonable leave without pay to work with the union in accordance with the Miscellaneous Leave provisions of this agreement.

9.4.21 Following the introduction of new, or changes to, industrial legislation or government policy, the Parties agree to review the rights of employee representatives, including workplace delegates.

9.5 OPERATING PRINCIPLES

9.5.1 Operating Principles exist to provide more detailed guidance to managers and employees on the application of the provisions of this Agreement and are to be applied in a manner that is consistent with the principles and provisions of the *Department of Agriculture, Fisheries and Forestry Collective Agreement 2009 – 2011*. These documents are referred to throughout this Agreement, but they are not incorporated by reference into this Agreement, do not form part of this Agreement and may be subject to change from time to time.

9.5.2 The Department will consult with employees and where they choose, their representatives, where there is any proposal to change an operating principle.

9.6 RESOLVING WORKPLACE ISSUES

9.6.1 When an employee has a complaint about an action relating to their employment the employee may take formal action under the *Public Service Act 1999* employment framework. Before the employee takes such action the employee should, wherever possible, follow the process detailed in Clause 9.7.5.

9.6.2 If this process fails to resolve the complaint the employee's rights and remedies are those that the employee is entitled to under the *Public Service Act 1999* and *Public Service Regulations*.

9.6.3 The employee may choose to use a representative at any stage of the process.

9.7 DISPUTE SETTLEMENT PROCEDURES

Scope, Representation and Approach

- 9.7.1 This clause sets out how any dispute about the application, interpretation or implementation of this Agreement will be dealt with.
- 9.7.2 Any party to a dispute can choose to be represented in relation to that dispute. If such a choice has been made, the other parties to the dispute will allow the chosen representative to be involved in all the processes set out below.
- 9.7.3 All parties to a dispute and their chosen representatives will participate in all the processes in good faith.
- 9.7.4 Each party to a dispute will ensure that work, custom and practice continue normally and that work practices will be in accordance with this Agreement.

Initial Attempts to Resolve

- 9.7.5 In the first instance, an employee, or where they have chosen, their chosen representative will discuss the dispute with the employee's supervisor. Where a dispute is not resolved after that process, the dispute will be referred to more senior levels of management (which may include the Manager Employee Relations, the Secretary or their nominated representative) and the employee or their chosen representatives for resolution.

No Duplication of Dispute Resolution

- 9.7.6 The Australian Industrial Relations Commission (AIRC), or any body or person other than the AIRC that the parties to the dispute agree to refer the dispute to (ADR Provider), will:
- a) refrain from further conducting any alternative dispute resolution process or further dispute resolution process; and
 - b) dismiss a dispute;

where the initiating party has applied, or applies, to have the dispute reviewed by a court or tribunal and the action may be reviewed by that court or tribunal.

Alternative Dispute Resolution

- 9.7.7 Where a dispute is not resolved after the processes undertaken in accordance with Clause 9.7.5:
- a) a party to the dispute, or their chosen representative on their behalf, may apply to the AIRC to conduct an alternative dispute resolution process in relation to the dispute; or

- b) the parties to the dispute may agree to refer the dispute to an ADR Provider to conduct an alternative dispute resolution process in relation to the dispute.
- 9.7.8 The AIRC (or where an ADR Provider has been agreed, the ADR Provider) may conduct any or all of the following alternative dispute resolution processes to assist the parties to resolve a dispute:
- a) conferencing;
 - b) mediation;
 - c) assisted negotiation;
 - d) neutral evaluation;
 - e) case appraisal (which may include proposing the matter be referred to another forum or an alternative process which is, in the view of the AIRC (or where an ADR Provider has been agreed, the ADR Provider) more appropriate); or
 - f) conciliation.
- 9.7.9 In conducting the alternative dispute resolution process, the AIRC (or where an ADR Provider has been agreed, the ADR Provider) may:
- a) arrange for conferences and compulsory conferences between the parties to the dispute;
 - b) convene conferences and compulsory conferences between the parties;
 - c) meet with any party separately but with the knowledge of the other party; and
 - d) (subject to the limits set out in Clause 9.7.10) take such other actions to assist the parties to resolve a dispute as the parties to the dispute agree.
- 9.7.10 In conducting the alternative dispute resolution process, the AIRC (or where an ADR Provider has been agreed, the ADR Provider) cannot:
- a) compel a person to do anything other than compelling them to attend conferences between the parties to the dispute;
 - b) determine the rights or obligations of a party to the dispute;
 - c) make an award in relation to the matter, or matters, in dispute;
 - d) make an order in relation to the matter, or matters, in dispute; or
 - e) appoint a board of reference.
- 9.7.11 The conduct of the alternative dispute resolution process by the AIRC (or where an ADR Provider has been agreed, the ADR Provider) must be in accordance with the provisions in relation to privacy as set out in section 702 of the *Workplace Relations Act 1996*.
- 9.7.12 The alternative dispute resolution is complete if the parties to the dispute agree the dispute is resolved or if a party to the dispute informs the AIRC (or where an ADR Provider has been agreed, the ADR Provider) that the party no longer wishes to continue with the alternative dispute resolution process.

- 9.7.13 Each party to the dispute will bear their own costs, including but not limited to the costs associated with being represented during the alternative dispute resolution process.

Further Dispute Resolution

- 9.7.14 Where a dispute is not resolved after the alternative dispute resolution processes a party to the dispute, or their chosen representative on their behalf, may apply to the AIRC to conduct a further dispute resolution process in relation to the dispute.
- 9.7.15 Neither a party to the dispute, nor their chosen representative on their behalf, may apply to the AIRC under Clause 9.7.14 to conduct a further dispute resolution process and the AIRC will dismiss the dispute and refrain from conducting a further dispute resolution process, if:
- a) the application is in relation to a dispute which is not a dispute about the application, interpretation or implementation of this Agreement;
 - b) the application for further dispute resolution is frivolous or vexatious; or
 - c) the earlier processes for settlement of the dispute referred to in this clause have not been followed by the affected party.
- 9.7.16 In conducting further dispute resolution, the AIRC may:
- a) conduct the processes and undertake the actions referred to in Clauses 9.7.8 and 9.7.9;
 - b) conduct a hearing;
 - c) take evidence on oath or affirmation;
 - d) summon to appear before the AIRC any party to the dispute, witnesses or persons whose presence the AIRC believes would assist in the resolution of the dispute;
 - e) compel the production of documents that relate to the dispute;
 - f) give directions in relation to procedural matters arising in the dispute resolution process;
 - g) arbitrate and determine the dispute (including, where appropriate, in the absence of any party to the dispute or person who has been notified of the dispute or who has been summonsed to appear);
 - h) hold a ballot of affected employees where in the opinion of the AIRC such a ballot may assist in the resolution of the dispute;
 - i) have recorded and transcribed proceedings before the AIRC;
 - j) (subject to the limits set out in Clause 9.7.17) take such other actions to assist the parties to resolve a dispute as the parties to the dispute agree.
- 9.7.17 In conducting the further dispute resolution process, the AIRC cannot:
- a) make an award in relation to the matter, or matters, in dispute;
 - b) make an order in relation to the matter, or matters, in dispute; or
 - c) appoint a board of reference.

- 9.7.18 In exercising any of the functions or powers set out in Clause 9.7.16, the AIRC must:
- a) apply the rules of natural justice, and ensure that the parties to the dispute have a reasonable opportunity to be heard;
 - b) have regard to the AIRC's established principles for dealing with disputes about the actions of an employer and precedent decisions, including any precedent decisions in relation to the interpretation or implementation of this Agreement; and
 - c) act according to equity, good conscience and consider the merits of the case without regard to technicalities and legal form;
 - d) provide the outcome of any arbitration in writing and accompanied by written reasons unless agreed between the parties to the dispute that written reasons are not required.
- 9.7.19 Subject to any appeal, any decision or direction the AIRC makes in relation to a dispute will be accepted by all affected persons, and the parties to the dispute agree to comply with any direction or decision, be it final or procedural.

Appeal of Decision or Direction

- 9.7.20 A party to the dispute, or their chosen representative on their behalf, may apply to the President of the AIRC to appeal a decision or direction of the AIRC in relation to that dispute within 21 days of the AIRC making that decision or direction.
- 9.7.21 Where a party to a dispute has applied to appeal a decision or direction of the AIRC pursuant to Clause 9.7.20, a Full Bench or Presidential Member may, on such terms and conditions as the Full Bench or Presidential Member considers appropriate, decide that the operation of the whole or a part of the decision or direction concerned be stayed pending the determination of the appeal by a Full Bench or until further decision of a Full Bench or Presidential Member.
- 9.7.22 On the hearing of the appeal, the Full Bench may do one or more of the following:
- a) have regard to the AIRC's established principles for dealing with appeals about the actions of an employer and precedent decisions, including any precedent decisions in relation to the interpretation or implementation of this Agreement;
 - b) admit further evidence;
 - c) confirm, quash or vary the decision or direction concerned; or
 - d) direct the member of the AIRC whose decision or direction is under appeal, or another member of the AIRC, to take further action to deal with the subject matter of the decision or direction in accordance with the directions of the Full Bench.
- 9.7.23 In dealing with the appeal, the Full Bench may exercise the functions set out in Clause 9.7.16 other than sub-paragraphs (a) and (h). The parties agree that Clauses 9.7.16 to 9.7.19 apply to the hearing of an appeal.

- 9.7.24 Each party to the dispute will bear its own costs, including but not limited to, the costs associated with being represented during the further dispute resolution process.

9.8 REDEPLOYMENT, REDUCTION AND RETRENCHMENT

- 9.8.1 The Department is committed, wherever possible, to providing job security to its employees. In recognition, however, of the continuous changing environment and budgetary circumstances faced by the Department, procedures are in place that provide a structured, fair and effective mechanism for the management of excess employee situations.
- 9.8.2 The following redeployment, reduction and retrenchment provisions will apply to excess employees. An employee is an excess employee if:
- the employee is included in a class of employees employed in the Department, and that class comprises a greater number of employees than is necessary for the efficient and economical working of the Department;
 - the services of the employee cannot be effectively used because of technological or other changes, or changes in the nature, extent or organisation of the functions of the Department; or
 - where 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 these provisions will apply to that employee.
- 9.8.3 These provisions apply only to ongoing employees and do not apply to employees on probation or employees employed for a specified period.

Consultation Process

- 9.8.4 When the Secretary is aware that an employee is likely to become excess, the Secretary will advise the employee of the situation, in writing.
- 9.8.5 The Secretary will hold discussions with the employee to consider:
- reasons for the excess employees situation and the method used to determine excess employees;
 - measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below level;
 - job swap opportunities at level;
 - referral to an appropriate employment agency; and
 - whether voluntary retrenchment might be appropriate.

- 9.8.6 Where the employee nominates a representative, the Secretary will hold the discussions with the employee's representative.
- 9.8.7 Where 15 or more employees are likely to become excess the Secretary will comply with the provisions of section 660 and section 668 of the *Workplace Relations Act 1996*.
- 9.8.8 The Secretary may, prior to the conclusion of these discussions, invite employees who are not excess employees to express interest in voluntary retrenchment, where the retrenchment of those employees would permit the redeployment of employees who are in a redundancy situation and who would otherwise, remain excess.
- 9.8.9 The Secretary will not involuntarily retrench an excess employee where there is another employee doing the same work at the same level who is seeking voluntary retrenchment and the excess employee can demonstrate the same level of performance and expertise as the employee who is seeking voluntary retrenchment.
- 9.8.10 The Secretary will identify the employees who are excess to the Department's requirements:
- after the discussions in Clause 9.8.5 have been held; or
 - where the employee or the employee's representative has declined to discuss the matter one month after the Secretary has held discussions with the employee under Clause 9.8.5
- and may immediately advise those employees in writing that they are excess to the requirements of the agency under Section 29 of the *Public Service Act 1999*.
- 9.8.11 The Secretary will then establish through consultation with the identified employees which employees want to be offered voluntary retrenchment immediately and which employees seek redeployment. An employee seeking redeployment will be advised in writing that they are excess (if this has not already occurred) and immediately be referred to an appropriate employment agency for redeployment assistance.
- 9.8.12 The Secretary will take all reasonable steps, consistent with the interests of efficient administration, to transfer an excess employee to a suitable vacancy at the same level within the Department.

Voluntary Retrenchment

- 9.8.13 Where the Secretary invites an excess employee to accept voluntary retrenchment, the employee will have one month in which to accept the offer. Where the offer is accepted the Secretary will not give notice of termination under Section 29 of the *Public Service Act 1999* before the end of that period without the agreement of the employee.

- 9.8.14 Within that month an employee invited to accept voluntary retrenchment will be given:
- information on the amount of severance pay, pay in lieu of notice and paid up leave credits;
 - information on the taxation rules applying to the various payments
 - assistance in obtaining information regarding the amount of accumulated superannuation contributions and options open to the employee concerning superannuation from the relevant superannuation scheme.
 - assistance up to a maximum of \$350 for financial advice.
- 9.8.15 The Secretary may make an offer of voluntary retrenchment to an excess employee within 2 months of referral to an appropriate employment agency, and, if not already made, will make an offer at the end of that two month period, to an employee who has not been redeployed.
- 9.8.16 Only one offer of voluntary retrenchment will be made to an excess employee.
- 9.8.17 An excess employee who declines an offer of voluntary retrenchment or who does not accept the offer within the one month period will immediately be referred to an appropriate employment agency.

Period of Notice

- 9.8.18 Where the excess employee agrees to be voluntarily retrenched, the Secretary may terminate the employee's employment under Section 29 of the *Public Service Act 1999* by giving the required notice of retrenchment. The period of notice will be 4 weeks (or 5 weeks for an employee over 45 with at least 5 years of continuous service or an employee with 20 years service).
- 9.8.19 Where an excess employee's employment is terminated, under Section 29 of the *Public Service Act 1999* on the grounds that the employee is excess to the requirements of the Agency, 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.

Severance Benefit

- 9.8.20 An employee retrenched under Section 29 of the *Public Service Act 1999* is entitled to be paid a sum 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.
- 9.8.21 The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.
- 9.8.22 The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full time service.

9.8.23 Service for severance purposes means:

- service in the Department;
- Government service as defined in section 10 of the Long Service Leave Act 1976;
- service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for Long Service Leave purposes;
- service with the Australian Defence Forces;
- APS service which immediately preceded a woman being required to resign because she married, as was specified in repealed section 49 of the repealed Public Service Act 1922, assuming that service has not previously been recognised for severance pay purposes; and
- service in another organisation where:
 - an employee was transferred from the APS to that organisation with a transfer of function; or
 - an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS; and
 - such service is recognised for Long Service Leave purposes.

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

- the break in service is less than 1 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
- 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 repealed *Public Service Act 1922*.

9.8.25 Any period of service which ceased by way of any of the grounds for termination specified in Section 29 of the *Public Service Act 1999* (including any additional grounds prescribed in the *Public Service Regulations*); or on a ground equivalent to any of these grounds; or voluntary retrenchment at or above the minimum retiring age applicable to the employee; or with the payment of an employer-financed retrenchment benefit; will not count as service for severance pay purposes.

9.8.26 Absences from work which do not count as service for Long Service Leave purposes will not count as service for severance pay purposes.

Rate of Payment – Severance Benefit

9.8.27 For the purpose of calculating any payment under Clause 9.8.20, salary will include:

- the employee's salary at their substantive work value level; or
- 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 retrenchment; and

- other allowances in the nature of salary which are paid during periods of recreation 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.

Retention Periods

9.8.28 Unless the employee agrees, an excess employee will not be involuntarily retrenched until the following retention periods have elapsed:

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

9.8.29 The retention period will commence on the earlier of the following:

- the day the employee is advised in writing by the Secretary that they are an excess employee under Section 29 of the Public Service Act 1999; or
- one month after the day on which the Secretary invites the employee to accept voluntary retrenchment under Section 29 of the *Public Service Act 1999*.

9.8.30 The retention period will be extended by any periods of certified illness or injury-related personal leave taken during the retention period.

9.8.31 During the retention period the Secretary:

- will continue to take reasonable steps to find alternative employment for the excess employee;
- may, with 4 weeks' notice, transfer the excess employee to a job with a lower classification. Where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period; and
- will consider the claims of excess employees in isolation prior to any selection process for positions at or below level.

9.8.32 An excess employee is entitled to reasonable leave on full pay and assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these costs are not met by the prospective employer.

9.8.33 An excess employee required to move the employee's household to a new locality as a result of a transfer or reduction in classification will be entitled to reasonable expenses.

9.8.34 Where:

- an excess employee has been receiving redeployment assistance from an appropriate employment agency for two months; and

- the employment agency certifies that there is no reasonable prospect of redeployment in the APS; and
- the Secretary is satisfied that there is insufficient productive work available for the employee within the Department during the remainder of their retention period;

the Secretary may, with the agreement of the employee, retrench the employee and pay the balance of the retention period as a lump sum and this payment will be taken to include the payment in lieu of notice of retrenchment.

9.8.35 Where an employee is reduced in classification before the end of the retention period, the employee will receive income maintenance payments for the remainder of the retention period. These payments will include:

- the higher salary where an employee has been on a Temporary Assignment for more than 12 months continuously and the Temporary Assignment would have continued except for the excess situation;
- other allowances or loadings, not including disability or reimbursement payments, in the nature of salary which are paid during periods of leave and on a regular basis.

Involuntary Retrenchment

9.8.36 Subject to Clauses 9.8.11 and 9.8.12 the Secretary may terminate an excess employee's employment under Section 29 of the *Public Service Act 1999* at the end of the retention period.

9.8.37 An excess employee will not be retired involuntarily if the employee has not been invited to accept an offer of voluntary retrenchment or has elected to be retired but the Secretary has refused to approve it.

9.8.38 An excess employee will not be retired involuntarily without being given 4 weeks notice (or 5 weeks' notice for an employee over 45 years of age with at least 5 years of continuous service or any employee with 20 years or more service) of retrenchment, or payment in lieu of notice.

- The specified periods of notice will as far as practicable be concurrent with the retention periods.

9.8.39 The Secretary will not involuntarily retrench an excess employee where there is another employee doing the same work at the same level who is seeking voluntary retrenchment and the excess employee can demonstrate the same level of performance and expertise as the employee who is seeking voluntary retrenchment.

Accelerated Separation Arrangements

9.8.40 The Department may directly offer an employee accelerated separation under this clause where the Department considers that employee to be excess to core staffing numbers. If requested by the employee, notification of the accelerated separation offer will be forwarded to the employee's nominated representative.

- 9.8.41 An employee who elects to accept an offer under Clause 9.8.40 and who is consequently retrenched from the APS within 14 days of the date of the offer will, in addition to the payment of an amount calculated in accordance with Clause 9.8.20, receive an amount equivalent to 11 weeks final salary if they are 45 years of age or over and have at least 5 years continuous service, or an amount equivalent to 10 weeks final salary if they are not over 45 years of age with at least 5 years continuous service.
- 9.8.42 To allow an employee to make an informed decision the offer will contain details of the sums of money the employee would receive by way of severance pay including taxation treatment and paid up leave credits. The Employer will also assist the employee in obtaining information regarding the amount of accumulated superannuation contributions and options open to the employee concerning superannuation from the relevant superannuation scheme.
- 9.8.43 The payment made under Clause 9.8.40 is inclusive of any award or statutory entitlements to payment in lieu of notice of termination. When an employee accepts an offer of accelerated separation, the provisions of Clauses 9.8.4 to 9.8.12 (the consultation period), Clauses 9.8.13 to 9.8.17 (Voluntary Retrenchment), Clauses 9.8.18 to 9.8.19 (Periods of Notice) and Clauses 9.8.28 to 9.8.35 (Retention Periods) will not apply.
- 9.8.44 If an employee rejects an offer of Accelerated Separation, that offer will be deemed not to have been made, for the purposes of retrenchment provisions dealt with in this clause. Where an employee has elected not to accept an offer of Accelerated Separation then Clauses 9.8.1 to 9.8.35 (inclusive) of this clause will apply.

10 GENERAL MATTERS

10.1 PERSONS BOUND

- 10.1.1 This Agreement is made under section 328 of the *Workplace Relations Act 1996* between:
- the Secretary, Department of Agriculture, Fisheries and Forestry;
 - CPSU the Community & Public Sector Union (CPSU);
 - all non-SES employees in The Department of Agriculture, Fisheries and Forestry, excluding those employees covered by the AQIS Meat Program Agreement 2007-2010 or its successor agreements and those covered by Australian Workplace Agreements (AWAs) made before the date of this agreement.
 - the Media Entertainment and Arts Alliance (MEAA)

10.2 PRIMACY OF THE PARTIES

- 10.2.1 To maintain integrity of the Agreement reached between the parties to the Agreement, the parties to the Agreement agree to meet and confer about a relevant matter where:
- 10.2.2 a party to the Agreement receives advice that a clause in this Agreement is not enforceable; or
- 10.2.3 amendments to legislation or regulations undermine the operation of a clause to this Agreement or make it unenforceable.

10.3 COMPREHENSIVE AGREEMENT AND DURATION

- 10.3.1 This Agreement will commence 7 days after the date of issue specified in the notice from the Workplace Authority that the Agreement has passed the no-disadvantage test and will nominally expire on 30 June 2011.
- 10.3.2 It is acknowledged that the employment of employees covered by this Agreement is subject to the relevant provisions of the following Acts (and regulations or instruments made under the Acts):

Workplace Relations Act 1996;
Long Service Leave (Commonwealth Employees) Act 1976;
Maternity Leave (Commonwealth Employees) Act 1973;
Superannuation Act 1976;
Superannuation Act 1990;
Superannuation Act 2005;
Superannuation Productivity Benefit Act 1988;
Superannuation Benefits (Supervisory Mechanisms) Act 1990;
Safety, Rehabilitation and Compensation Act 1988;
Occupational Health and Safety (Commonwealth Employment) Act 1991;
Public Employment (Consequential and Transitional) Amendment Act 1999; and
Public Service Act 1999.

10.4 CLOSED AGREEMENT

- 10.4.1 It is agreed by the parties to this Agreement that up to the nominal expiry date 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.

10.5 WORKPLACE DELEGATION

- 10.5.1 The Secretary may delegate to an employee in writing by instrument any of the Secretary's functions or responsibilities. Any power exercisable by a senior manager/manager may be exercised by the Secretary.

10.6 SCHEDULE C

10.6.1 DEFINITIONS

10.6.2 The following interpretations and/or definitions apply in this Agreement:

A reference to APS levels 1 to 6 and Executive levels 1 and 2 will be taken to include a reference to equivalent classifications as per table 1 of clause 2.3.3

action	a process or act and includes a refusal or breach of the code of conduct
adoption	means any adoption recognised by a court legally able to deal with such matters
Agreement	the Department of Agriculture, Fisheries and Forestry Collective Agreement 2009 to 2011
AIRC	Australian Industrial Relations Commission
allowances	allowances payable including penalty payments and loadings
APS	Australian Public Service
casual	an APS employee engaged for duties that are irregular and intermittent.
consultation	employee participation contributing to the decision-making process, not only in appearance but in fact, and providing wherever possible, all relevant information to employees about impending changes or decisions or other issues that will impact on them so that they are able to meaningfully participate in debate. Management in making decisions, taking account of expressed views, and explaining decisions that have been made, including how the views were taken into account.
continuous service	has the same meaning as continuity of service in Clause 4.2.6
employee	an ongoing or non-ongoing APS employee, whether full time or part-time employed under and within the meaning of the <i>Public Service Act 1999</i> .
employee representative	represents the views of employee/s in a workplace and is elected or chosen by employee/s in a workplace to represent their views to management.
employer	the Secretary, Department of Agriculture Fisheries and Forestry
family member	a person who:

- is related by blood or marriage to the employee;
- stands in a bona fide domestic or household relationship with the employee;
- is a child or an adopted child of the employee or of the person who stands in a bona fide domestic or household relationship with the employee; or
- is an ex-spouse, foster parent, step parent, step brother/sister, foster child or step child of the employee.

Manager the person responsible for managing the employee

Ordinary Pay means the employee's annual salary without any additional loadings, premiums, allowances, subsidies or gratuities

On-plant veterinarian is the ongoing APS employee in charge of all AQIS employees on an establishment, assisted by the Senior Meat Inspector where the position exists. As the ongoing APS employee in charge, the On Plant Veterinarian will be ultimately responsible for all AQIS activities on an establishment.

Secretary the Secretary of the Department or his or her delegate

Senior Manager the person responsible for managing the Division, Branch, Region, Service Centre/Unit in which the employee works

**the Department/
Departmental** the Department of Agriculture, Fisheries and Forestry

unions any legally recognised organisation of employees as defined by the *Workplace Relations Act 1996* which is able to represent the industrial relations interests of employees in the Department

Signatories

For the Employer

Signed: *Conall O'Connell*

For and on behalf of the Minister for Agriculture, Fisheries and Forestry

Date: *26-6-9*

Name in full (printed): *Conall O'Connell*

Position: *Secretary*

Witnessed by: *Barbara Horog*

Witness name in full (printed): *Barbara Horog*

Witness address: *18 Marcus Clarke Street*

For CPSU the Community and Public Sector Union

Signed: *Brooke Muscat*

Date: *29.6.09*

Name in full (printed): *Brooke Muscat*

Address: *Level 10 440 Collins Street Melbourne*

Position: *CPSU National Organiser*

Witnessed by: *Mark Gepp*

Witness name in full (printed): *MARK GEPP*

Witness address: *10/440 COLLINS ST. MELBOURNE*

For the Media, Entertainment and Arts Alliance

Signed: *Michael Andrew White*

Date: *26th June 2009*

Name in full (printed): *MICHAEL ANDREW WHITE*

Address: *MEAA PO Box 6065 KINGSTON ACT 2604*

Position: *ACT BRANCH SECRETARY*

Witnessed by: *Michael Sheehan*

Witness name in full (printed): *MICHAEL SHEEHAN*

Witness address: *18 MARCUS CLARKE ST CANBERRA*

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