

Explanation of terms of the proposed Department of Social Services Enterprise Agreement 2018 to 2021

Part 1 – Scope of the Agreement

Issue	Summary of terms
Agreement title	This term provides that the Agreement will be called the <i>Department of Social Services Enterprise Agreement 2018 to 2021</i> .
Parties bound	This term provides that the Agreement will cover the Secretary and all departmental employees other than SES employees.
Commencement and duration	This term provides that the Agreement will commence either on 22 October 2018, or seven days after it is approved by the Fair Work Commission, whichever is later, and has a nominal expiry date three years after the commencement date.
Policy and guidelines	The term provides that the Agreement will be supported by the department's policies and guidelines, but those policies and guidelines will not form part of the Agreement. The Agreement will prevail if there are any inconsistencies between it and the department's policies.
Delegation	This term provides that the Secretary may delegate their powers or functions under the Agreement, including the power to sub-delegate.

Part 2 – Performance and Support

Issue	Summary of terms
Performance management framework	This term sets out the purpose of performance management, the principles of performance management and specifies the performance management cycle for all employees, which is to be from 1 July each year to 30 June in the following year. This term also requires that an employee and their supervisor will develop a Performance Agreement within 4 weeks (or longer as agreed) of the commencement of the new performance cycle and/or starting in a new position, either temporarily or permanently where duties in that positions are expected to be undertaken for at least 3 months.
Study assistance	This term sets out the circumstances in which an employee may be entitled to receive study assistance. Study assistance may take the form of access to paid leave and/or reimbursement of costs to a set limit (\$1,500 per semester to a maximum of \$3,000 per annum) associated with studies that are considered to be of benefit to the department.
Support for professionals	This term provides for reimbursement of professional association membership fees (up to \$750 per annum) where the membership is required for the performance of the employee's role. The term also provides reimbursement of up to \$42 per employee towards annual membership of other professional associations relevant to the work of the department.
Family and domestic violence support	This terms sets out the support provided by the department to employees who are experiencing family and/or domestic violence, including access to personal/ carer's leave (in accordance with clause 6.23) and miscellaneous leave (in accordance with clause 6.64), as well as access to flexible working arrangements (in accordance with Part 5). This support is in addition to any entitlements under the National Employment Standards.

Part 3 – Remuneration

Issue	Summary of terms
Salary increases	<p>This term provides that the minimum and maximum salary levels for each classification are as set out in Appendix A (Salaries and Classification Structures) of the Agreement.</p> <p>This term provides for the following pay increases for employees paid a salary that falls within the salary range for their classification:</p> <ul style="list-style-type: none"> • 2% immediately following commencement of the Agreement; • 2% on the first anniversary of commencement of the Agreement; and • 2% on the second anniversary of commencement of the Agreement. <p>This term also provides a one-off payment (that does not count as salary) for employees above the top paypoint in their classification following the salary increase (in clause 3.2) of:</p> <ul style="list-style-type: none"> • 1% of their pre-Agreement salary immediately following commencement of the Agreement; • 1.5% of their pre-Agreement salary on the first anniversary of commencement of the Agreement; and • 0.5% of their pre-Agreement salary on the second anniversary of commencement of the Agreement. <p>Where an employee who was above the top paypoint in their classification transitions to a paypoint within the classification, they will be eligible for the one-off payment in addition to salary adjustment where the value of the salary adjustment on transition is less than the value of the one-off payment.</p>
Individual flexibility arrangements	<p>This term facilitates written agreements (Individual flexibility arrangements) between the department and individual employees to vary the effect of terms of the Agreement relating to remuneration, allowances, arrangements about when work is performed, overtime and penalty rates and/or leave to deal with specific individual employee situations. An employee must be better off overall under an Individual flexibility arrangements compared to what they would have been under this Agreement.</p>
Recovery of overpayments and other debts	<p>This term provides that salary, salary related and other debts that an employee or former employee owes to the department may be recovered in accordance with the Secretary's Instructions .</p>
Salary advancement	<p>This term provides for salary advancement for ongoing employees who are not at the top pay point of their nominal classification on 1 September each year, subject to the following conditions:</p> <ul style="list-style-type: none"> • the employee has performed duties at that classification level or higher in the department for a period of 6 continuous months or more during the performance cycle; and • the employee having an agreed Performance Agreement in place and performed at a satisfactory or higher level.
Salary advancement – temporary assignment of duties to a higher classification	<p>This term provides that where an employee is temporarily performing duties at a higher classification level, they will be eligible for salary advancement at the higher classification level on 1 September each year if:</p> <ul style="list-style-type: none"> • They are not at the top pay point of the salary range at the higher classification level, and • They have a Performance Agreement in place, and • Their performance was rated as satisfactory or higher, and • They have temporarily performed duties at a higher classification level for a continuous period of 12 months, or for a period of 12 months within a 24 month period.

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	<p>If the employee meets the above requirements for salary advancement whilst on temporary assignment, the rating will be considered to apply equally to the employee's nominal classification.</p> <p>This term also provides that where advancement to a higher pay point has been attained, it is retained for future periods of temporary performance at that higher classification unless the employee has not undertaken temporary performance at that classification or higher within 24 months from the date of cessation of the temporary performance.</p>
Salary advancement for non-ongoing employees	<p>This term provides that a non-ongoing employee who is not at the top of their salary range for their classification will be eligible to have their salary increased by one pay point from 1 September each year, subject to the employee having met the following conditions:</p> <ul style="list-style-type: none"> • being continuously in employment in the department at their original contracted level or higher for a minimum period of 12 months; and • has an agreed Performance Agreement in place within a minimum of three months following their commencement; and • performed at a satisfactory or higher level.
Salary on engagement, promotion and assignment of duties	<p>An employee's salary on engagement, promotion and assignment of duties (including movement from another Australian Public Service Agency) will be at the minimum salary point for the classification unless the Secretary determines that a higher salary will be paid.</p> <p>The Secretary may also agree to maintain the previous nominal salary of an employee who moves at level into the department and whose salary exceeds the current maximum salary for that classification until the employee's salary is at or below the maximum salary point for the relevant classification level and the employee can be transferred to a salary pay point within the classification.</p> <p>The Secretary may transfer an employee to any pay point within the salary range, including the top pay point in the classification, where an employee is assigned duties to a lower classification on a temporary or ongoing basis.</p>
Temporary performance of other duties	<p>This term sets out the arrangements for the payment of temporary performance allowance.</p> <p>The minimum period of temporary reassignment that can attract payment of temporary performance allowance is two weeks. If the Secretary determines there are special circumstances associated with the duties, including the requirement to exercise significant delegated authority, payment may be made for a shorter period.</p> <p>Where eligible, the payment of temporary performance allowance to an employee performing all of the duties of a position at a higher classification will be the difference between the employee's usual salary and the base salary of the higher classification, unless the Secretary approves payment at a higher salary having regard to the employee's:</p> <ul style="list-style-type: none"> • previous periods of temporary performance allowance at or above the proposed temporary performance allowance level; • performance, including during previous periods of temporary performance allowance; and • relevant experience and/or skills. <p>The Secretary will determine the rate payable to an eligible employee who is performing part of the duties of a position at a higher classification.</p>
Superannuation	<p>This term provides that the department will make compulsory employer contributions as required by the applicable legislation and fund requirements. Existing Public Sector Superannuation and Commonwealth Superannuation Scheme arrangements will continue in accordance with the relevant legislation and requirements and based on an employee's fortnightly contribution salary.</p>

Issue	Summary of terms
	<p>This term provides that the default superannuation fund is the Public Sector Superannuation Accumulation Plan and that the department will provide employer superannuation contributions to members of this scheme of no less than 15.4% of an employee's fortnightly contribution salary.</p> <p>The department will provide employer superannuation contributions of no less than 15.4% of an employee's fortnightly contribution salary where an employee exercises superannuation choice to a fund other than the default scheme. This amount will not be reduced by any other contributions made through salary sacrifice arrangements.</p> <p>The term also provides that an employee is responsible for any fees applied by the relevant superannuation fund associated with the administration of contributions.</p> <p>The term provides that the Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the department's payroll system.</p> <p>This term also sets out the superannuation arrangements that apply during periods of leave, both paid and unpaid.</p>
Loading for casual employees	Casual employees will receive a loading of 20 per cent of salary in lieu of public holidays not worked, and paid leave except long service leave which will be provided in accordance with long service leave legislation.
Supported salary rates	This term provides that Appendix B of the Agreement, sets out the arrangements relating to the payment of salary for employees who are eligible for a supported wage.
Salary packaging	This term provides that all ongoing employees and non-ongoing employees with an initial contract of at least 3 months in duration will have access to salary packaging. Salary packaging will not reduce an employee's salary for superannuation purposes or any other purpose. Employees will be responsible for any costs associated with their salary sacrificing arrangements (for example, fringe benefits tax).
Death of an employee	This term sets out how an employee's entitlements may be dealt with in circumstances where the employee dies, or are presumed to have died. In such circumstances, the Secretary may approve payment to the former employee's dependents or partner or legal personal representative of an amount that would have been paid if the employee had otherwise ceased employment either by resignation or age retirement on that day.

Part 4 – Allowances and Reimbursements

Issue	Summary of terms
Workplace contact officer allowance	<p>This term provides for the payment of a fortnightly Workplace Contact Officer allowance (at the rate specified in clause 4.1) to an employee who has been appointed to undertake the duties of a First Aid Officer, Emergency Warden, Health and Safety Representative and/or Harassment Contact Officer and who has undertaken the relevant training and/or possesses the required certification(s). An employee who performs more than one additional responsibility function (that is, First Aid Officer, Emergency Warden, Health and Safety Representative or Harassment Contact Officer) is only entitled to receive one allowance. The allowance is not payable during periods of leave greater than four weeks. This term also provides that the allowance rates will be increased in accordance with general salary increases in clauses 3.2(b) and 3.2(c).</p>
Community language	This term provides that an employee will be paid a community language allowance (at the rate specified in clause 4.4) where, in providing client or

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allowance	employee services, the Secretary determines there is a continuing need to utilise an employee's particular language skills for communication in languages other than English, (including Aboriginal and Torres Strait Islander languages and utilising deaf communication skills). There are two different rates of allowance. The applicable rate depends on the level of competence. The allowance is paid fortnightly, including during periods of leave. This term also provides that the allowance rates will be increased in accordance with general salary increases in clauses 3.2(b) and 3.2(c).
Departmental liaison officer allowance	This term provides for the payment of a fortnightly Departmental Liaison Officer allowance (at the rate specified in clause 4.5) to an employee who performs the duties of a Departmental Liaison Officer. This term also provides that the allowance rate will be increased in accordance with general salary increases in clauses 3.2(b) and 3.2(c).
Motor vehicle allowance	This term provides that the Secretary may authorise the payment of a motor vehicle allowance to an employee who uses a private vehicle for official purposes, where the Secretary considers that it will result in greater efficiency or involve less expense for the department. The motor vehicle allowance is paid at the rates set periodically by the Australian Taxation Office. The motor vehicle allowance does not count as salary for any purpose.
Extra family care costs	This term provides that the Secretary may approve reimbursement (net of government assistance) of the reasonable cost of additional family care arrangements on receipt of satisfactory evidence where the department requires employees to be away from home outside bandwidth hours (including normal travel time) or to work outside their regular hours.
Assistance with relocation expenses – employer initiated moves	<p>This term provides that the Secretary may reimburse employees on term transfer or compulsory transfer up to \$40,000 for reasonable expenses associated with relocation to another locality. Relocation expenses may be paid directly to a third party provider by the department. An employee on term transfer will not be eligible to receive travelling allowance (as per Part 7) during employment at that place of work.</p> <p>The term also provides that the Secretary may reimburse an employee on term transfer an amount equal to six reunion visits by economy class return travel by air in any one year from the date that the term transfer commences. Where the Secretary approves a mode of travel other than air, the provisions of motor vehicle allowance (clause 4.6) will apply.</p>
Assistance with relocation expenses – employee initiated moves	<p>This term provides that the Secretary may reimburse an eligible employee up to \$10,000 for reasonable expenses associated with relocation, or up to \$20,000 where the Secretary is satisfied the amount is reasonable and the relocation of the employee is critical. Relocation expenses may be paid directly to a third party provider by the department.</p> <p>An employee will be an eligible employee if the employee moves to a new locality because they are promoted, or assigned duties on an ongoing basis that are deemed to be in the interests of the department, or engaged as either ongoing or non-ongoing and that engagement is deemed in the interests of the department. Employees requesting a transfer to a new locality are generally not deemed to be eligible relocated employees</p>
Loss or damage to clothing or personal effects	<p>This terms provides that the Secretary may approve the payment of an amount up to the Comcover excess (currently \$250) to an employee per incident for loss or damage to clothing or personal effects in the following circumstances:</p> <ul style="list-style-type: none"> • the loss/damage was caused by a fault or defect in Commonwealth property. • the loss/damage resulted from an act or omission by another Commonwealth employee. • the loss/damage occurred while protecting or trying to protect Government

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	<p>property.</p> <ul style="list-style-type: none"> the loss/damage is causally connected to the employee's duties. other extenuating circumstances.
Allowance rates - adjustment	Where the rate of an allowance in this Agreement ceases to be updated by a provider, the Secretary may vary allowance rates.

Part 5 – Hours of Work and Working Arrangements

Issue	Summary of terms
Recording hours worked	<p>This term provides that all employees must record and retain an accurate record of their working hours. This term also provides the Secretary can direct an employee to work standard hours if they fail to maintain a satisfactory pattern of attendance.</p> <p>Where an employee is absent from duty without approval, all pay and other benefits under the Agreement will cease to be available until the employee resumes duty or is granted leave. Periods of leave, other than approved flex leave or time off in lieu, not authorised by a leave application may be treated as an unauthorised absence.</p>
Hours of work	<p>This term provides that the ordinary hours of work for full time employees are 37 hours and 30 minutes per week and 150 hours per four week settlement period, worked within the bandwidth of 7.00am to 7.00pm Monday to Friday. No employee can be compelled to work their ordinary hours outside the bandwidth. The ordinary hours for salary calculations, including compensation leave, will be 7 hours and 30 minutes per day, or regular hours specified in part-time agreements or shift rosters.</p> <p>This term provides that standard hours of attendance for employees, other than shiftworkers, are 8.30am to 12.30pm and 1.30pm to 5.00pm. All employees are required to take an unpaid break for at least 30 minutes after five hours of continuous work. This term also provides the ability for an employee to work regular hours, which vary these standard hours, and are fixed. An employee, other than a shiftworker, will generally perform their regular hours of work within a bandwidth of 7:00am to 7:00pm Monday to Friday.</p> <p>Unless there are exceptional circumstances, employees will not be expected to work more than 10 hours in any one day. Further, an employee may refuse to work additional hours where such additional hours are considered to be unreasonable.</p>
Flextime	<p>Employees up to and including APS 6 and equivalent classification may work flextime.</p> <p>This term also provides that employees up to and including APS 6 and equivalent classification can request to work some, or all, of their hours outside of the 7.00am to 7.00pm Monday to Friday bandwidth, subject to operational requirements. Where an employee requests to work regular hours of duty outside of the bandwidth for personal reasons, any approved arrangement does not attract shift work conditions or the payment of overtime.</p> <p>The term sets out that the maximum flex credit which can be carried from one settlement period to another is 37 hours and 30 minutes unless otherwise agreed in writing. The maximum flex debit which can be carried from one settlement period to another is 22.5 hours.</p> <p>When taking flex leave, the term requires that an employee may use up to five consecutive working days of flex leave. Prior approval and reasonable notice are required for any flex leave of a day or more, or for part days where predetermined operational requirements would be affected.</p>
Reversion to standard hours	This term provides that an employee may be reverted to standard hours of attendance where an employee fails to appropriately use flextime provisions.

Issue	Summary of terms
Excess flex credits	This term provides that the Secretary may, in exceptional circumstances, approve the cash out at the single hourly rate of flex credit in excess of 22.5 hours at the end of the settlement period where an employee has a flex balance in excess of 37 hours and 30 minutes.
Excess flex debit	This term provides that the Secretary may direct an employee who has a negative flex debit of more than 22.5 hours at the end of a settlement period to use approved annual leave or have salary payments reduced to cancel the excess debit.
Flex credit/debit on cessation	This term provides that where an employee ceases duty with the department and has a flex credit, the amount owing for these credits will be paid at the single hourly rate at the date of cessation, and any outstanding debits (also calculated at the single hourly rate at the date of cessation) will be recovered from the employee's separation payment.
Part-time employment	<p>This term provides that the Secretary may engage employees on a part-time basis and/or approve arrangements for an employee to work as a part-time employee. A part-time employee is one whose hours of duty are less than 37 hours and 30 minutes per week averaged over a four week period.</p> <p>Where a part-time work arrangement is agreed to by the Secretary, this will be set out in a part-time work agreement that can only be varied by agreement between the Secretary and the employee.</p> <p>This term also provides a right for employees returning from maternity, adoption/foster or permanent care leave to access part-time employment for a period of up to three years, subject to the agreement of the Secretary to the proposed pattern of hours.</p> <p>A full-time employee cannot be compelled to work part-time.</p>
Home based work	This term provides that the Secretary may agree to an employee working from home on a long term or casual basis. An employee cannot be compelled to work from home.
Shiftwork	<p>This term sets out the shift work arrangements that will apply under the Agreement. Shiftworkers will be paid the shift penalties specified in clause 5.2 for all ordinary hours worked where::</p> <ul style="list-style-type: none"> • any part of a shift falls between 7.00pm and 7.00am Monday to Friday • the shift falls wholly within 7.00pm and 7.00am Monday to Friday for at least 4 continuous weeks • any part of a shift falls between midnight Friday and midnight Saturday • any part of a shift falls between midnight Saturday and midnight Sunday • any part of a shift falls on a Public Holiday (except in South Australia, if the public holiday is a public holiday solely because it is a Sunday) <p>The Secretary may approve the payment of an annual shift allowance in lieu of penalty rates.</p> <p>Where a shiftworker works to a roster including weekend days, the employee will be entitled to an additional half day's annual leave for each Sunday on rostered duty up to a maximum of an additional 5 days annual leave.</p> <p>Shift penalties or shift allowance are payable during periods of annual leave and are not payable during other periods of leave, subject to long service leave legislation. Shift penalties may count as salary for some superannuation purposes subject to eligibility provisions in relevant superannuation legislation.</p> <p>Where a public holiday occurs on a day (except for Sundays in South Australia) when the employee who is regularly rostered to perform shiftwork on at least six days of the week, is rostered off duty, the employee is entitled to:</p> <ol style="list-style-type: none"> a) leave for a day instead of the public holiday; or b) an amount equal to salary for a day based on the single hourly rate on that day for the employee.

Issue	Summary of terms
Executive level employees – overtime and related payments	This term provides that Executive Level or equivalent employees are not eligible to receive overtime or other related payments, including emergency duty, restriction duty, and meal allowance, unless approved by the Secretary in exceptional circumstances.
Overtime	<p>This term sets out the arrangements for overtime, including:</p> <ul style="list-style-type: none"> • that overtime is only to be worked with the approval of the Secretary for work performed in addition to an employee’s ordinary hours; • for part-time employees, approved overtime would relate to work performed beyond the total hours of work over the settlement period specified for the employee in the employee’s Part-Time Employment Agreement; • where necessitated by operational requirements, the Secretary may direct an employee to work overtime outside regular hours; • the rates that apply to periods of overtime that are worked (clause 5.35); • for the Secretary to exchange an overtime payment for time of in lieu; • where time off in lieu has been agreed, but the employee has not been granted time off within four weeks or another agreed period, the employee may elect to receive payment of the original overtime or time worked while on restriction duty; • salary rates for the purposes of calculating overtime include any allowance in the nature of salary (Refer Appendix C); • where overtime is continuous with ordinary hours, overtime payments will be made for hours actually worked (i.e. there’s no minimum payment); and • where overtime is not continuous, payment will include payment for reasonable travelling time but there will be no minimum payment.
Emergency duty	This term provides that where the Secretary directs that an employee is called for duty to meet an emergency outside ordinary hours and the employee has received no notification prior to ceasing ordinary hours of work/duty, the employee will be paid at the rate of double time for the actual period of attendance at work, including time necessarily spent travelling to and from duty, or for a minimum of two hours, whichever is greater.
Rest period	This term provides that an employee will be entitled to an eight hour break plus reasonable travelling time before commencing work again, without any loss of pay, where the Secretary directs an employee to work outside their ordinary/regular hours. Where this is not possible due to operational requirements, the employee will be paid for subsequent periods of work at double the hourly rate for the hours worked, until the employee has taken an eight hour break.
Restriction duty	<p>This term provides for a restriction allowance to be paid to an employee where the Secretary directs an employee to be contactable and to be available to perform extra duty outside the bandwidth: It also:</p> <ul style="list-style-type: none"> • specifies the rates at which restriction duty will be paid; • confirms that an employee will be paid overtime (in addition to restriction allowance) at the rates specified in clause 5.35 if they perform work while on restriction duty; and • confirms that restriction allowance is not payable during periods of leave.
Overtime meal allowance	This term provides for the payment of an overtime meal allowances to an eligible employee who works to or over a meal period. This term sets out the circumstances and times of the relevant meal periods. Overtime meal allowance will be paid at the rate prescribed in the relevant subscription service and is not a salary related allowance.
Executive level	This term provides that where an Executive Level employee works additional

Issue	Summary of terms
employees – time off in lieu	hours, the Secretary may grant access to Time Off In Lieu, taking into consideration the employee's work and personal circumstances, noting that Time Off In Lieu is not an hour for hour arrangement. Managers and Executive Level employees should work together to manage workload requirements, working hours and work/life balance.
Public holidays	The term identifies the public holidays to which an employee will be entitled and when they will be entitled to payment for those days. The term also provides for substitution of public holidays in specific circumstances.
Christmas and Easter closedowns	<p>This term provides that the following closedown periods will apply and that there will be no deduction from leave credits for these periods:</p> <ul style="list-style-type: none"> • from 12:30pm on the last working day before Christmas Day, with business resuming on the first working day after New Year's Day; and • from 3.00pm on Easter Thursday. <p>Employees will be provided with time off for the working days covered by these closedown periods and will be paid in accordance with their ordinary hours of work. This term also sets out the arrangements for employees on leave:</p> <ul style="list-style-type: none"> • employees on paid leave, on both sides or on one side of the closedown period, payment for the closedown period will be in accordance with the employee's ordinary hours of work; and • employees on leave without pay on either side of the close down period will not be paid for the closedown days. <p>Employees who are directed to attend for duty during periods that would otherwise be regarded as working time during the Christmas and Easter closedowns will be eligible for payment or time off in lieu on the same basis as for duty on a Sunday.</p>

Part 6 – Leave

Issue	Summary of terms
Notification of absence	Employees are required to notify their manager (or if unavailable, an agreed alternative person) of their intended absence as close as possible to the employee's normal commencement time. If the employee is unable to provide prior notification of their intended absence, the employee should contact the manager by phone (and not by email or text message) unless this is not practicable.
Portability of leave	<p>This term provides that when an ongoing APS employee moves from another agency to the department, their unused accrued annual leave and personal/carer's leave will be recognised, provided there is no break in continuity of service. Where an employee is engaged (ongoing or non-ongoing) immediately following a period of ongoing employment in the Parliamentary Service or the Australian Capital Territory Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on termination of employment.</p> <p>Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Secretary may, at the employee's request, recognise any accrued annual leave and personal/carer's leave, provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation.</p>
Unauthorised absence	Where an employee is absent for any period without approval, the absence will be unpaid and will not count as service for any purpose.
Reimbursement of costs on	Where an employee has leave cancelled by the department or is recalled to duty and will incur additional and/or unrecoverable costs as a direct result, the

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cancellation of leave	Secretary will reimburse reasonable costs on submission of proof of expenditure. An employee will not be entitled to reimbursement if the costs incurred are otherwise recoverable.
School holiday / family care reimbursement	<p>This term provides for reimbursement of some or all of the cost of approved or registered care, net of any government subsidy, in the following circumstances:</p> <ul style="list-style-type: none"> • where an employee with school children has approved leave cancelled or is required to return from leave early because of the department's business requirements during school holidays; and • where an employee has approved leave cancelled or is required to return from leave early because of the department's business requirements and where the employee can demonstrate that they would otherwise have taken personal responsibility for caring for other family members. <p>Casual employees will not normally be eligible for the reimbursement. Reimbursement will apply only for the days when the employee is at work, except in exceptional circumstances determined by the Secretary.</p>
Annual leave	<p>This term provides for 20 days of paid annual leave to accrue for each year of service for full-time employees, pro-rated for part-time employees. Annual leave may be taken at either full pay or half pay. It also confirms that employees living in remote localities as outlined in Part 8 will accrue additional annual leave.</p> <p>The Secretary may direct an employee to take a period of leave of not more than a quarter of the total leave accrued where they have accrued more than 40 days annual leave, or a pro-rata amount for part-time employees, or more than 2 years credit for employees in remote localities. However, an employee may not be directed to take annual leave where the employee:</p> <ul style="list-style-type: none"> • has made an application for annual leave of a period greater than 10 days for full-time employees (pro-rata amount for part-time employees) in the previous 6 month period and the application was not approved; or • is following a management strategy to reduce the employee's amount of accrued leave, which has been agreed with their manager. <p>The term also provides that an employee will not accrue annual leave during periods of leave without pay that do not count as service in excess of 30 days in a calendar year.</p>
Voluntary cash out of annual leave	<p>This term provides that the Secretary may approve an application by an employee to cash out any amount of the employee's accrued annual leave entitlement provided that:</p> <ul style="list-style-type: none"> • the employee's remaining balance of annual leave credit does not fall below 20 days or an equivalent pro rata amount for part-time employees; • the cashing out is agreed between the Secretary and the employee in writing; and • the employee is paid the full amount that would have been paid to the employee had the employee taken the leave that is cashed out.
Accrual of personal/carer's leave credits	<p>Ongoing employees will receive a credit of 10 days personal/carer's leave (pro-rata for part-time employees) on engagement in the department and then be entitled to accrue 8 days personal/carer's leave (pro-rata for part-time employees) in their first year of employment. They will then accrue 18 days for each year of service accruing daily (pro-rata for part-time employees) and credited at the completion of each month.</p> <p>Non-ongoing employees will receive a credit of 18 days personal/carer's leave (pro-rata for part-time employees) per year, accruing daily and credited at the completion of each month.</p> <p>This term also provides that an employee will not accrue personal/carer's leave during periods of leave without pay that do not count as service in excess of 30 days in a calendar year.</p>

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Approval of personal/carer's leave	<p>The Secretary may approve paid personal/carer's leave in the following circumstances:</p> <ul style="list-style-type: none"> • due to personal illness or injury (sick leave), including attendance at preventative medical appointments; • to provide care or support (carer's leave) to a member of the employee's family or household because of: <ul style="list-style-type: none"> - the member's personal illness or injury; - an unexpected emergency affecting the member. <p>The Secretary may agree that personal/carer's leave can be taken at half pay.</p>
Where an employee has insufficient personal/carer's leave credits	<p>This term provides that where an employee has insufficient paid leave entitlements, the Secretary, in exceptional circumstances and subject to the provision of suitable evidence, may grant personal/carer's leave with or without pay (to count or not to count as service).</p>
Evidence for taking personal/carer's leave	<p>This term provides that an employee is required to provide evidence to be entitled to paid personal/carer's leave, where the absence is:</p> <ul style="list-style-type: none"> • for a period in excess of three consecutive work days; and/or • for any absence taken in excess of eight days (pro-rata for part-time employees) without supporting evidence per calendar year. <p>The Secretary may also require an employee to provide evidence in other circumstances.</p> <p>Evidence for the purposes of personal/carer's leave means:</p> <ul style="list-style-type: none"> • a medical certificate from registered health practitioners/providers; • a statutory declaration, if it was not reasonably practicable for the employee to obtain a medical certificate; and/or • with the prior agreement or direction of the Secretary another form of evidence, including no evidence.
Interaction with other leave types	<p>This term provides that in addition to the provisions of section 89 (2) of the <i>Fair Work Act 2009</i> an employee on annual and purchased leave can, on production of evidence, apply to take personal/carer's leave for illness, injury, or caring purposes and have the purchased leave re-credited. An employee on long service leave can, on production of evidence, apply to take a minimum of a whole day's personal/carer's leave for illness, injury or caring purposes and have the long service leave re-credited.</p>
Compassionate leave	<p>This term provides that an employee is entitled to up to three days of paid compassionate leave and a casual employee is entitled to up to three days unpaid leave not to count as service for each occasion when a member of the employee's family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life, or dies.</p> <p>An employee may be required to provide evidence to the Secretary in support of an application for compassionate leave.</p> <p>An employee on annual or purchased leave can, on production of evidence, apply to take paid compassionate leave and have the annual or purchased leave re-credited.</p> <p>Compassionate leave with pay will count as service for all purposes.</p>
Long service leave	<p>This term provides that an employee is eligible for long service leave in accordance with the <i>Long Service Leave (Commonwealth Employees) Act 1976</i>. The minimum period for which long service leave can be taken is seven calendar days at full pay (or 14 days at half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.</p>
Maternity leave	<p>This term provides that maternity Leave with pay will be available to eligible employees in accordance with the <i>Maternity Leave (Commonwealth Employees) Act 1973</i>. Employees who are eligible for Maternity Leave with</p>

Issue	Summary of terms
	<p>pay will also receive an additional two weeks paid leave to be taken immediately following the first 12 weeks of maternity leave.</p> <p>An employee can elect for the payment of the first 12 weeks and the additional two weeks to be paid at half pay over a period of up to 28 weeks (unless extended by clause 6.40) and that:</p> <ul style="list-style-type: none"> • only the first 14 weeks of paid leave shall count as service; • Paid Maternity Leave is not extended by public holidays or any closedown period occurring during the initial 12 week mandatory period or 24 week period where Maternity Leave payment is taken at half pay; and • leave during the additional two week period provided in clause 6.37 (or four week period where taken at half pay) will be extended by public holidays and/or any closedown occurring during this period.
Adoption / fostering / permanent care leave	<p>The Secretary will grant up to 14 weeks leave to an employee who adopts/fosters or is granted permanent care of a child and is that child's primary carer, commencing on the date of placement or from one week prior to the date of placement where requested by the employee. It also provides that:</p> <ul style="list-style-type: none"> • The 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 three month period prior to the commencement of the care arrangement. • Applications for leave must be supported by official documentary evidence from the relevant person/organisation with statutory responsibility for the long-term placement of the child. • An employee who has at least 12 months of continuous service (as defined under the <i>Maternity Leave (Commonwealth Employees) Act 1973</i>) is entitled to paid leave. • An employee is eligible for up to two days of unpaid pre-adoption leave to attend any interviews or examinations required for the adoption of a child. This leave may be taken as annual leave, or purchased leave. • Where a fostered child is subsequently adopted by the employee, further leave is not available in relation to the same child where adoption/foster leave has previously been granted. • An employee may elect to be paid over 28 weeks at half pay, but only the first 14 weeks will count as service.
Supporting partner leave	<p>This term provides that the Secretary will grant 20 days paid supporting partner leave to an employee where the employee's partner (without discrimination as to gender or sexuality) has given, or is giving birth, to a child/ren or whose partner is the primary caregiver for an adopted, fostered or permanent care child/ren. It also provides that:</p> <ul style="list-style-type: none"> • Supporting partner leave is available from one week prior to the expected due date or placement and must be taken within 12 months of the birth or commencement of the adoption/fostering/ permanent care; • An employee may be required to provide evidence in support of their application for leave; • An employee who is eligible for paid maternity or adoption/fostering/ permanent care leave is not eligible for paid supporting partner leave; • The leave may be taken at half pay, noting that only the first 20 days of paid leave will count as service.
Parental leave	<p>This term provides that the Secretary will grant up to 12 months unpaid parental leave to an employee who has completed at least 12 months of continuous service in the Australian Public Service, in accordance with the National Employment Standards. An employee taking 12 months unpaid parental leave may apply for an extension of unpaid parental leave for a further period of up to 12 months, immediately following the end of the initial 12 month period.</p>

Issue	Summary of terms
	This term also provides that where an employee's partner (without discrimination as to gender or sexuality) is entitled to access parental leave (paid or unpaid) from any employer, the total period of parental leave that may be taken between the couple cannot exceed 24 months after the date of birth or date of placement of the child.
Return to work	This term confirms that the return to work guarantee provided by section 84 of the <i>Fair Work Act 2009</i> applies in respect of employees ending maternity leave, adoption/foster or permanent care leave or general parental leave.
Defence reserve leave	<p>This term sets out the types of leave (paid and unpaid) that may be granted to an employee to allow them to fulfil Australian Defence Force Reserve and Continuous Full Time Service or Cadet Force obligations. It also provides that:</p> <ul style="list-style-type: none"> • Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service. Unpaid leave for the purpose of Continuous Full Time Service counts for all purposes except annual leave. • Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling Australian Defence Force Reserve, Continuous Full Time Service or Cadet Force obligations. • Employees are to notify managers at the earliest opportunity once the dates for Australian Defence Force Reserve, Continuous Full Time Service or Cadet Force activities are known and/or changed.
Miscellaneous leave	This term provides that the Secretary may grant miscellaneous leave to an employee, either with or without pay, to count as service or not to count as service; and subject to certain conditions, in circumstances not provided for elsewhere in this Agreement for a purpose that the Secretary considers to be in the interests of the department and having regard to operational requirements.
Community service leave	This term provides that paid leave will be provided for an employee engaging in community service activities including jury service and emergency management activities as defined in the <i>Fair Work Act 2009</i> .
Cultural and ceremonial leave	This term provides that the Secretary may grant an Aboriginal and/or Torres Strait Islander employee up to three days paid cultural and/or ceremonial leave each calendar year to take part in activities associated with their culture, including, but not limited to, NAIDOC week celebrations. It also provides that cultural and ceremonial leave can be taken in part days including in hours and minutes.
Community volunteering leave	This term provides that the Secretary may grant up to two days miscellaneous leave with pay and a reasonable amount of leave without pay each calendar year to undertake community volunteering. It also provides that Community Volunteering Leave can be taken in part days including in hours and minutes.
Purchased leave	<p>This term provides that the Secretary may approve the purchase of up to eight weeks leave funded by salary deductions over a maximum period of 12 months to ongoing employees and non-ongoing employees with more than 12 months service. The term also provides that:</p> <ul style="list-style-type: none"> • only one election can be made to purchase this leave in a calendar year (which can be varied by the Secretary in exceptional circumstances); and • the minimum period of purchased leave that can be taken at any one time will be one day and purchased leave cannot be taken at half pay. <p>It also provides that purchased leave cannot be used to substitute for part-time work arrangements, except if approved as part of a transition to retirement initiative for an employee 54 years or older. Where it is approved for the purpose of a transition to retirement initiative may be approved for a single period up to a maximum period of two years, and can only be accessed once by an employee during their employment with the department.</p>

Issue	Summary of terms
	This term also sets out when purchased leave will count as service and arrangements for reimbursement where purchased leave is cancelled or an employee ceases employment.
Extended purchased leave	This term provides that the Secretary may grant an employee who has a period of three years of continuous employment with the department access to extended purchased leave. A period of up to six months absence on extended purchased leave will be available following a further two years of continuous employment with the department. Extended purchased leave does not count as service for any purpose. Payment during the period of extended purchased leave of up to six months will be based on the amount of money banked in the previous two years.
Sabbatical leave	This term provides that the Secretary may grant an employee sabbatical leave, which is a flexible arrangement consisting of a four year work period followed by a one year sabbatical leave period, with salary paid over four years at a rate of 80% per year. Payment for the fifth year will be based on the amount of money banked in the previous four years converted to an annual salary.
War service sick leave	This term provides that the Secretary will grant war service sick leave to employees who are unfit for duty because of a war-caused or defence-caused condition that has been determined under the <i>Veterans' Entitlements Act 1986</i> and/or the <i>Military Rehabilitation and Compensation Act 2004</i> . Eligible employees are allotted a nine week special credit of war service sick leave on commencement of employment or on determination that the injury or disease is war-caused or defence-caused and each year thereafter, a three week credit is allocated subject to a maximum annual credit balance of nine weeks.

Part 7 – Travelling on Official Business

Issue	Summary of terms
Travel allowance	This term provides that an employee who is undertaking approved travel and required to be absent on official business overnight from their usual place of work for up to 21 days will be entitled to an allowance for meals and incidentals in accordance with rates published by the approved subscription service. Where an employee elects to stay in non-commercial accommodation, an allowance of \$50 per night will be payable in addition to any allowances payable for meals and incidentals. In the event of an emergency situation an employee will be reimbursed reasonable accommodation costs as determined by the Secretary.
Adjustment of allowances	This term provides that where official travel arrangements are varied, the amount of allowance payable will reflect the revised itinerary. Employees will be required to repay and the department will recover, any resulting overpayment. Where meals and/or accommodation are otherwise provided at the department's expense or another organisation/entity's expense, the allowances payable under the Part will be reduced accordingly.
Excessive costs	This term provides that the Secretary may vary the amount of travel allowance payable if considered insufficient to meet the reasonable expenses of the employee.
Review travelling allowance	This term provides that where an employee travelling on departmental business will reside or has resided in the one locality for a period greater than 21 days, the Secretary will negotiate payment of reasonable costs for the temporary relocation.
Time off after business travel	This term provides that where employees are required to travel outside regular hours of duty (including hours outside the bandwidth), flextime and time off in lieu provisions apply.

Issue	Summary of terms
Overseas travel	This term provides an entitlement to reasonable accommodation costs and an allowance for meals and incidental expenses, in accordance with the relevant subscription service, for employees travelling overseas on departmental business.

Part 8 – Remote Locality Assistance

Issue	Summary of terms
Remote locality assistance	<p>This term sets out the remote locality assistance (that is, district allowance, airfares and additional annual leave) that is available to employees while they live in a designated remote locality. Designated remote localities will be determined by the Secretary.</p> <p>This term also sets out other fares assistance to which employees working in remote localities may be entitled, including for:</p> <ul style="list-style-type: none"> • medical, emergency dental or specialist medical treatment for the employee and any dependents or a spouse or partner residing with them; or • where a family member of the employee or the employee's spouse dies or becomes dangerously or critically ill; or • for the cost of up to two student travel concession fares per 12 month period reasonably incurred for return travel by each child from the place where they attend school to the employee's locality.
Employees in Darwin and Townsville	This term sets out the arrangements employees who are eligible for remote locality assistance in Darwin and Townsville under grandfathered arrangements, including the circumstances in which eligibility for grandfathered access would cease. Other than those grandfathered employees, all other employees stationed in Darwin and Townsville are not entitled to remote locality assistance.

Part 9 – Resignation, Retirement, Redeployment, Redundancy and Reduction

Issue	Summary of terms
Resignation and retirement	This term provides that where practical, an employee should give the Secretary at least two weeks' notice in writing of their intention to resign or retire specifying the date and time of effect.
Redeployment, redundancy and reduction	<p>This term provides that the redeployment, redundancy and reduction provisions only apply to ongoing employees who are not on probation.</p> <p>This term also provides that the department will take all reasonably practicable steps to avoid the use of compulsory redundancy or redeployment, and will assist employees to maximise their redeployment opportunities within the department and the wider APS, which will include funding of relevant career and financial counselling in accordance with clause 9.17.</p>
Definition	<p>This term provides that an employee will be considered excess where:</p> <ul style="list-style-type: none"> • the employee is part of a class of employees that is larger in size than is necessary for the efficient and economical working of the department; or • the services of the employee can no longer be used effectively because of technological or other changes in the department or changes in the nature, extent or organisation of the functions of the department; or • the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the new locality and no suitable alternative duties can be identified at the current locality.

Issue	Summary of terms
Notification and consultation	This term provides that the Secretary will notify employees who are likely to become excess as early as possible and, where they choose to have a representative, their representatives will also be notified. When the department becomes aware that a significant excess staffing situation may develop, the Secretary will advise relevant employees, managers and employee representatives.
Discussion period	This term provides that the Secretary will write to the potentially excess employee(s) formally notifying them of the situation and advising them of the assistance available. There will be a one month discussion period, which may be shortened by agreement with the employee. During the discussion period, the Secretary may invite employees who are not potentially excess to express interest in voluntary redundancy where this would facilitate the redeployment of an employee who is potentially excess.
Voluntary redundancy	This term provides that by the end of the one month discussion period, the Secretary may formally offer a voluntary redundancy to the employee. An excess employee will only be offered a voluntary redundancy once during the redundancy process. Where a formal offer of voluntary redundancy is made, employees will have one month to consider the offer and advise the department of their decision to accept or reject the offer. Failure to advise the department of a decision will be taken to be a rejection of the offer. Prior to or during the consideration period, the employee will be provided with an estimate of their final payment and relevant information to support them make a decision, including reimbursement of up to \$500 (including GST) for career and/or accredited financial counselling.
Redundancy benefit	This term provides that an employee who elects for retrenchment will be entitled to a redundancy benefit at the rates specified in the clause, subject to any minimum amount the employee is entitled to under the National Employment Standards. This term also sets out what salary will include when calculating a redundancy benefit.
Calculating service for redundancy pay purposes	This term sets out the service that will count for redundancy pay purposes.
Service not to count as service for redundancy pay purposes	This term sets out the service that will not count for redundancy pay purposes.
Period of notice – termination with a voluntary redundancy	<p>This term provides that an employee is entitled to four weeks (five weeks where the employee is over 45 year and has at least two years continuous service) written notice (or payment in lieu of notice) if their employment is terminated due to being excess to requirements. This period may be reduced with agreement, with the unexpired portion being paid out.</p> <p>The Secretary will approve reasonable time off with full pay for the employee to attend necessary employment interviews from the start of the notice period. Where expenses to attend interviews are not met by the prospective employer, the Secretary will reimburse agreed reasonable travel and incidental expenses.</p>
Retention period	<p>This term entitles an employee who does not agree to be retrenched (that is, who does not accept a voluntary redundancy) to a 13 month retention period where they have 20 year or more service and are over 45 years of age or seven months for all other employees. It also provides that:</p> <ul style="list-style-type: none"> • if an employee is entitled to a redundancy payment under the National Employment Standards, the retention period at clause 9.30 will be reduced by the number of weeks redundancy pay that the employee will be entitled

Issue	Summary of terms
	<p>to under the National Employment Standards on termination, as at the expiration of the retention period (as adjusted by this clause).</p> <ul style="list-style-type: none"> • the retention period will not be extended by periods of leave taken by the excess employee unless the Secretary deems it to be reasonable. • the Secretary may terminate an excess employee's employment during the retention period where the Secretary is satisfied that there is insufficient productive work available and there are no reasonable prospects of redeployment within the APS.
Redeployment	<p>This term provides that an employee on a retention period will be considered in isolation from and not in competition with other applicants when seeking assignment to another position within the department. This term also provides that during the retention period:</p> <ul style="list-style-type: none"> • The Secretary will take all reasonable steps to find alternative employment for the excess employee. • The Secretary may reduce the excess employee's classification with the appropriate notice in order to secure them alternative employment. • The employee will take reasonable steps to find alternative employment. • The employee will actively participate in learning and development activities, trial placements or other agreed arrangements to assist in obtaining a permanent placement. <p>Excess employees are entitled to necessary leave with pay and assistance in meeting reasonable travel and incidental expenses when seeking alternative employment, where these are not met by the prospective employer.</p>
Reduction in classification	<p>This term provides that where the Secretary proposes to reduce an excess employee's classification as a means of securing alternative employment, the employee will be given four weeks' notice or, if over 45 years of age with at least five years' continuous service, will be given five weeks' notice. If reduction occurs before the end of the retention period, the employee will receive payments to maintain the employee's salary level for the balance of the retention period.</p>
Period of notice – termination of the retention period	<p>This term provides that an excess employee's employment will be terminated at the end of the retention period. The notice period will be four weeks, or five weeks for employees over 45 years of age with at least two years' continuous service will be given five weeks' notice. This notice period will, as far as practicable, be concurrent with the employee's retention period. If an employee's employment is terminated within this notice period, they will be paid for the unexpired portion of the notice period.</p>

Part 10 – Consultation

Issue	Summary of terms
Major change	<p>This term sets out the consultation that the department will engage in with employees and, where the employees choose, their representatives, in circumstances where the department has made a definite decision to introduce a major change to programme, organisation, structure or technology that is likely to have a significant effect on employees.</p>
Changes to regular roster or ordinary hours of work	<p>This term sets out the consultation that the department will engage in with employees and, where they choose, their representatives, about proposed changes to the regular roster or ordinary hours of work of employees.</p>
Workplace consultative forum	<p>This term provides for the establishment of a Workplace Consultative Forum to consult with employees and, where employees choose, their representatives, about workplace changes, consistent with Part 10. The role of the Workplace Consultative Forum includes consultation about proposed changes to workplace policies before a final decision is made.</p>

Issue	Summary of terms
Employee representation	This term provides that the department recognises freedom of association and that employees may choose to have a representative of their choice to support or represent them in matters concerning their employment. This term provides that an employee representative may include an elected representative, a union workplace delegate, or a work colleague, and that the role of employee representatives is to be respected and facilitated.

Part 11 – Dispute Resolution Procedure

Issue	Summary of terms
Dispute resolution procedure	This term sets out the procedure for resolving any dispute relating to matters arising under the Agreement, or under the National Employment Standards. The parties are required to attempt to resolve disputes at the workplace level at first instance, however, if required, matters may then be referred to the Fair Work Commission.

Part 12 – Definitions

Issue	Summary of terms
Definitions	This Part provides definitions for specific terms used in the Agreement.

Appendix A – Salaries and Classification Structures

Issue	Summary of terms
Salaries	This appendix sets out the base salaries for each classification and job stream covered by the Agreement as they apply from time to time.
Entry level broadband	<p>This term provides for the operation of the following entry level programs, with commencement salary being determined in accordance with clause 3.16 having regard to the participant's qualifications, work experience, skills and abilities and the programme the employee is undertaking:</p> <ul style="list-style-type: none"> • Trainees • Indigenous Australian Government Development Program participants • Indigenous Apprenticeship Programme • Graduates • Cadet - Research Officer • ICT Cadets <p>This term also sets out the arrangements for eligibility and advancement within the entry level broadband, as well as the terms and conditions of employment for Cadet – Research Officers and ICT Cadets .</p>
Legal broadband	This term sets out the arrangements for eligibility and advancement within the legal broadband. An employee is eligible for entry to the Legal Broadband if they meet the listed criteria.
Public affairs broadband	This term sets out the arrangements for eligibility and advancement within the public affairs broadband.

Appendix B – Supported Wage System

Issue	Summary of terms
Supported wage system	This appendix sets out the arrangements relating to the payment of salary for employees who, because of the effects of a disability, are eligible for a supported wage.

Appendix C – Recognition of Allowances

Issue	Summary of terms
Recognition of allowances table	This appendix outlines how allowances will be recognised for the purposes of calculating an employee’s payments while on leave, for superannuation, for retrenchment, for income maintenance for excess staff, on termination of employment, and while performing overtime and shift work.