



Australian Government
Department of Social Services

DSS Enterprise Agreement 2015 to 2018



Contents

PART 1 – SCOPE OF THE AGREEMENT	5
AGREEMENT TITLE.....	5
PARTIES BOUND.....	5
COMMENCEMENT AND DURATION	5
DSS GUIDELINES AND POLICIES.....	5
DELEGATION.....	5
PART 2 – PERFORMANCE AND CAPABILITY	6
PERFORMANCE MANAGEMENT FRAMEWORK.....	6
STUDY ASSISTANCE	6
SUPPORT FOR PROFESSIONALS.....	6
PART 3 – REMUNERATION	7
SALARY INCREASES	7
INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	7
RECOVERY OF OVERPAYMENTS AND OTHER DEBTS	8
SALARY ADVANCEMENT	8
SALARY ON ENGAGEMENT, PROMOTION AND ASSIGNMENT OF DUTIES.....	9
TEMPORARY PERFORMANCE OF OTHER DUTIES.....	10
SUPERANNUATION.....	10
LOADING FOR CASUAL EMPLOYEES.....	11
SUPPORTED SALARY RATES.....	11
SALARY PACKAGING.....	11
DEATH OF AN EMPLOYEE	11
PART 4 – ALLOWANCES AND REIMBURSEMENTS	12
WORKPLACE CONTACT OFFICER ALLOWANCE.....	12
COMMUNITY LANGUAGE ALLOWANCE.....	12
DEPARTMENTAL LIAISON OFFICER ALLOWANCE.....	12
MOTOR VEHICLE ALLOWANCE	13
EXTRA FAMILY CARE COSTS.....	13
ASSISTANCE WITH RELOCATION EXPENSES.....	13
LOSS OR DAMAGE TO CLOTHING OR PERSONAL EFFECTS.....	14
ALLOWANCE RATES - ADJUSTMENT	14
PART 5 – HOURS OF WORK AND WORKING ARRANGEMENTS	15
RECORDING HOURS WORKED	15
HOURS OF WORK.....	15
FLEXTIME	15
PART-TIME EMPLOYMENT.....	16
HOME BASED WORK (HBW)	17
SHIFTWORK	17
EXECUTIVE LEVEL EMPLOYEES – OVERTIME AND RELATED PAYMENTS	18
OVERTIME	18

EMERGENCY DUTY	19
REST PERIOD.....	19
RESTRICTION DUTY	19
OVERTIME MEAL ALLOWANCE	19
EXECUTIVE LEVEL EMPLOYEES - TOIL	20
PUBLIC HOLIDAYS	20
CHRISTMAS AND EASTER CLOSDOWNS	21
PART 6 – LEAVE.....	22
NOTIFICATION OF ABSENCE.....	22
PORTABILITY OF LEAVE	22
UNAUTHORISED ABSENCE	22
REIMBURSEMENT OF COSTS ON CANCELLATION OF LEAVE	22
SCHOOL HOLIDAY / FAMILYCARE REIMBURSEMENT	23
ANNUAL LEAVE	23
VOLUNTARY CASH OUT OF ANNUAL LEAVE.....	24
PERSONAL/CARER'S LEAVE	24
COMPASSIONATE LEAVE	25
LONG SERVICE LEAVE.....	26
MATERNITY LEAVE.....	26
ADOPTION/FOSTER/PERMANENT CARE LEAVE	26
SUPPORTING PARTNER LEAVE.....	27
PARENTAL LEAVE.....	28
RETURN TO WORK.....	28
DEFENCE RESERVE LEAVE	28
MISCELLANEOUS LEAVE	29
CULTURAL AND CEREMONIAL LEAVE	29
COMMUNITY VOLUNTEERING LEAVE	29
PURCHASED LEAVE	29
EXTENDED PURCHASED LEAVE.....	29
SABBATICAL LEAVE	30
WAR SERVICE SICK LEAVE	30
PART 7 – TRAVELLING ON DSS BUSINESS.....	31
TRAVEL ALLOWANCE.....	31
REVIEW TRAVELLING ALLOWANCE	31
TIME OFF AFTER BUSINESS TRAVEL.....	31
OVERSEAS TRAVEL	31
PART 8 – REMOTE LOCALITY ASSISTANCE	32
PART 9 – RESIGNATION, RETIREMENT, REDEPLOYMENT, REDUNDANCY AND REDUCTION	34
RESIGNATION AND RETIREMENT.....	34
REDEPLOYMENT, REDUNDANCY AND REDUCTION	34
VOLUNTARY REDUNDANCY	35

INVOLUNTARY REDUNDANCY, RETENTION, REDEPLOYMENT AND REDUCTION	37
PART 10 – CONSULTATION	40
WORKPLACE CONSULTATIVE FORUM.....	42
PART 11 – DISPUTE RESOLUTION PROCEDURE.....	43
PART 12 – DEFINITIONS.....	45
APPENDIX A - SALARIES AND CLASSIFICATION STRUCTURES	47
DSS ENTRY LEVEL BROADBAND.....	48
LEGAL BROADBAND	49
PUBLIC AFFAIRS OFFICERS (PAO) BROADBAND.....	50
APPENDIX B - SUPPORTED WAGE SCHEDULE (Schedule).....	52

PART 1 – SCOPE OF THE AGREEMENT

AGREEMENT TITLE

- 1.1 This Agreement will be known as the Department of Social Services Enterprise Agreement 2015 to 2018 (DSS EA) and is made under section 172 of the *Fair Work Act 2009* (FWA).

PARTIES BOUND

- 1.2 This Agreement covers:
- the Secretary of the Department of Social Services (DSS) (on behalf of the Commonwealth); and
 - DSS employees other than Senior Executive Service employees.

COMMENCEMENT AND DURATION

- 1.3 This Agreement commences from the seventh day after approval is given by the Fair Work Commission (FWC). This Agreement shall nominally expire three years after the date of commencement.

DSS GUIDELINES AND POLICIES

- 1.4 Any guidelines, policies and procedures referred to in this Agreement are not incorporated into, and do not form part of, this Agreement. A term of this agreement prevails to the extent of any inconsistency with a guideline, policy or procedure.

DELEGATION

- 1.5 The Secretary may, in writing, delegate to or authorise a person to perform any of the Secretary's powers or functions under this Agreement including the power to sub-delegate.

PART 2 – PERFORMANCE AND CAPABILITY

PERFORMANCE MANAGEMENT FRAMEWORK

- 2.1 All employees and their managers will participate in the DSS performance management framework.

STUDY ASSISTANCE

- 2.2 The Secretary may provide assistance of up to 5 hours study leave per week (10 hours for employees with a disability or who are Aboriginal and Torres Strait Islander employees) during semester, 3 hours travel time per week during semester and \$1,500 reimbursement of fees per semester to a maximum of \$3,000 per annum (where study is across more than one semester) for employees undertaking a course of study that is considered to be of benefit to the DSS.

SUPPORT FOR PROFESSIONALS

- 2.3 The Secretary may approve reimbursement for the cost of annual membership fees of associations up to \$750 a year where membership of the association is essential to enable the employee to undertake their duties.
- 2.4 The Secretary may approve reimbursement of up to \$42 a year per employee towards annual membership of other professional associations relevant to the work of DSS.
- 2.5 To assist with maintaining professional registration standards and undertaking professional roles, Commonwealth Nursing Officers (CNOs) employed by DSS immediately before the commencement of this Agreement will continue to receive an allowance of \$2,000 per annum, paid fortnightly. The allowance paid to CNOs counts as salary for all purposes, except for payment of overtime or other extra duty related payments. CNOs commencing employment after the commencement of this Agreement will not receive the allowance.
- 2.6 CNOs are required to provide the Department with proof of current registration with the Nursing and Midwifery Board of Australia and advise of any change to their registration status.

PART 3 – REMUNERATION

SALARY INCREASES

- 3.1 The salary rates that will be paid during the life of this agreement are detailed in Appendix A of this Agreement.
- 3.2 All employees with a salary that falls within the salary range for their classification will move to a transition salary within the classification that is equal to or higher than their current salary. They then receive a salary increase of 2.1% effective on the commencement of the Agreement. Transition to the new structure is based on the employee's actual salary not on increment points. Further salary increases of 1% effective 12 months following commencement of the Agreement and 1% effective 24 months following commencement of the Agreement will also be paid.
- 3.3 Employees in receipt of a salary above the top of the range increment point for their classification following the salary increases at Appendix A will not be eligible for the relevant salary increases. These employees will remain on their current salary and subject to satisfactory or higher performance in the previous performance assessment period will be eligible for:
- on commencement of the agreement, a one-off payment of 1% of their pre-EA salary; and
 - in years two and three, one-off payments of 0.5% of their pre-EA salary.
- These payments will not count as salary for any purpose.
- 3.4 Employees who were in receipt of a salary above the top of the range increment point for their classification following the salary increases at Appendix A may transition to the salary structure when their salary no longer exceeds the top of the range increment point for their classification. Where an employee on transition to the structure receives a salary increase less than the value of the one-off payment available at that time they will receive the one-off payment in addition to the salary adjustment.

INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

- 3.6 The Secretary must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the FWA; and
 - b) are not unlawful terms under section 194 of the FWA; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 3.7 The Secretary must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the Secretary and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 3.8 The Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 3.9 The Secretary or employee may terminate the individual flexibility arrangement:
- by giving no more than 28 days written notice to the other party to the arrangement; or
 - if the Secretary and employee agree in writing — at any time.

RECOVERY OF OVERPAYMENTS AND OTHER DEBTS

- 3.10 Salary, salary related and other debts that an employee or former employee owes to DSS will be recovered in accordance with the Secretary's Instructions.

SALARY ADVANCEMENT

- 3.11 An on-going employee who is not on the top point of the salary range for the employee's base classification or within the same classification in a DSS Broadbanded Local Title will be eligible to have their salary increased by one pay point from 1 September each year, subject to meeting the following conditions:
- the employee has performed duties at that classification level or higher 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

- 3.12 An employee who is not on the top point of the salary range for the employee's temporary classification or within the same classification in a DSS Broadbanded Local Title and has temporarily performed duties at a higher level for a continuous period of 12 months, or for a period of 12 months within a 24 month period, will be eligible to have their temporary salary increased by one pay point at the temporary higher classification level from 1 September each year, subject to having met the following conditions:
- the employee has an agreed Performance Agreement in place; and performed at a satisfactory or higher level.
- 3.13 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 base classification.
- 3.14 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.

Salary advancement for non-ongoing employees

- 3.15 A non-ongoing employee who is not at the top of their salary range for the employee's classification or within the same classification in a DSS Broadbanded Local Title 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:
- being continuously in employment 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

- 3.16 An employee's salary on engagement, promotion and assignment of duties (including movement from another APS Agency) will be at the minimum salary point for the classification, except where:
- a) the Secretary approves payment at a higher salary point in the classification's salary range; or
 - b) an employee who moves at level into DSS and whose salary exceeds the current maximum salary for that classification, the Secretary may maintain their previous substantive salary 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's salary range.
- 3.17 Where an employee is assigned duties to a lower classification on a temporary or ongoing basis, the Secretary may transfer the employee to any

pay point within that range including the top pay point in the lower classification.

TEMPORARY PERFORMANCE OF OTHER DUTIES

- 3.18 The Secretary may approve payment of a Temporary Performance Allowance (TPA) to an employee who is temporarily assigned to duties at a higher classification level.
- 3.19 The minimum period of temporary reassignment that can attract payment of TPA 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.
- 3.20 An employee performing all of the duties of a position at a higher classification may be paid TPA equal to 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:
- previous periods of TPA at or above the proposed TPA level;
 - performance, including during previous periods of TPA; and
 - relevant experience and/or skills.
- 3.21 An employee performing part of the duties of a position at a higher classification will receive payment at a rate determined by the Secretary.

SUPERANNUATION

- 3.22 DSS will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 3.23 DSS' default superannuation fund is the Public Sector Superannuation Accumulation Plan (PSSap). DSS will provide employer superannuation to members of the PSSap of no less than 15.4% of an employee's fortnightly contribution salary.
- 3.24 Where an employee exercises superannuation choice to a fund other than the PSSap, employer superannuation contributions will be no less than 15.4% of an employee's fortnightly contribution salary. This will not be reduced by any other contributions made through salary sacrifice arrangements.
- 3.25 For employees who take paid and/or unpaid parental leave (which includes maternity, parental, adoption and foster and permanent care leave), employer contributions will be made for a period equal to a maximum of 52 weeks as if the entire period of leave was paid leave, in accordance with the rules of the appropriate superannuation scheme. Contributions will be based on the employer contribution amount in the full pay period immediately prior to commencing leave. The 52 week period will be reduced by any period of paid maternity, adoption, foster care or supporting partner leave.
- 3.26 Employer superannuation contributions will not be paid on behalf of employees during other periods of unpaid leave not specified in clause 3.25 that do not count as service, unless otherwise required under legislation.

- 3.27 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 DSS' payroll system.
- 3.28 Any fees applied by a chosen fund associated with the administration of superannuation contributions will be borne by the employee.
- 3.29 Existing Public Sector Superannuation (PSS) and Commonwealth Superannuation Scheme (CSS) arrangements will continue in accordance with the relevant legislation and requirements and based on an employee's fortnightly contribution salary.

LOADING FOR CASUAL EMPLOYEES

- 3.30 Employees engaged on an irregular or intermittent basis (casual employees) will receive a loading of 20 per cent of salary in lieu of public holidays not worked and paid leave.

SUPPORTED SALARY RATES

- 3.31 Supported wage rates (Appendix B) apply to an employee with a disability who is eligible for consideration under the Supported Wage System.

SALARY PACKAGING

- 3.32 All ongoing employees and non-ongoing employees with initial contracts of at least three months will have access to salary packaging.
- 3.33 Where an employee takes up the option of salary packaging, the arrangements will not reduce the employee's salary for superannuation purposes or any other purpose.
- 3.34 The employee will meet the costs of any salary packaging arrangement, including any fringe benefits tax and administrative costs incurred by DSS.

DEATH OF AN EMPLOYEE

- 3.35 Where an employee dies, or the Secretary has directed that an employee will be presumed to have died on a particular date, payment may be made to the dependants or partner or legal personal representative of the former employee 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

WORKPLACE CONTACT OFFICER ALLOWANCE

4.1 An employee appointed by the Secretary to undertake any of the following roles:

- First Aid Officer;
- Emergency Warden;
- Health and Safety Representative; and/or
- Diversity and Harassment Contact Officer;

will, subject to having undertaken the relevant training and/or possessing the required certification(s), be entitled to be paid an allowance of \$25.00 per fortnight.

4.2 The allowance is not payable during periods of leave greater than four weeks.

4.3 An employee undertaking more than one Workplace Contact Officer role simultaneously will only receive a single allowance payment in respect of all roles undertaken. Part-time employees are entitled to a pro-rata payment.

COMMUNITY LANGUAGE ALLOWANCE

4.4 Where, in providing client or 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), the employee will be paid a community language allowance. The allowance is payable during periods of leave and paid fortnightly.

Standard	Level of Competence
CLA Rate 1 (allowance of \$980 per annum)	An employee who: <ul style="list-style-type: none">• passes the Language Aide Test conducted by the National Accreditation Authority for Translators and Interpreters (NAATI); or• is recognised by NAATI to possess equivalent proficiency; or• is waiting to be assessed by the above means and whose manager certifies that the employee uses the language skills to meet operating requirements of the workplace, until such time assessment is completed; or• is assessed to be at the equivalent level by the Secretary or body approved by the Secretary.
CLA Rate 2 (allowance of \$1,966 per annum)	An employee who is: <ul style="list-style-type: none">• accredited or recognised by NAATI at the Para professional Interpreter /Translator level or above; or• assessed to be at the equivalent levels by the Secretary or body approved by the Secretary; and• required to undertake interpreting or translating services.

DEPARTMENTAL LIAISON OFFICER ALLOWANCE

4.5 A DSS employee who performs the duties of Departmental Liaison Officer and attends for duty at the office of a Minister for the whole of the ordinary hours of duty on a day will be paid pro-rata on a fortnightly basis an allowance of

\$20,174 per annum in lieu of overtime or flextime. The allowance is payable during periods of leave.

MOTOR VEHICLE ALLOWANCE

- 4.6 The Secretary may authorise an employee to use a private vehicle, owned or hired by the employee at the employee's expense, for official purposes, where the Secretary considers that it will result in greater efficiency or involve less expense for the Department. Authorised employees will receive a motor vehicle allowance based on the engine capacity of the vehicle as set periodically by the Australian Taxation Office. This allowance does not count as salary for any purpose.

EXTRA FAMILY CARE COSTS

- 4.7 Where DSS requires employees to be away from home outside bandwidth hours (including normal travel time) or to work outside their regular hours, the Secretary may approve reimbursement (net of government assistance) of the reasonable cost of additional family care arrangements on receipt of satisfactory evidence.

ASSISTANCE WITH RELOCATION EXPENSES

Employer initiated moves

- 4.8 Employees on term transfer (confirmed in writing) or compulsory transfer may be reimbursed up to \$40,000 for reasonable expenses associated with the relocation. An employee on term transfer will not be eligible to receive travelling allowance during employment at that place of work.
- 4.9 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.
- 4.10 The provisions of clause 4.6 of this Agreement will apply should the Secretary approve a mode of travel other than air.

Employee initiated moves

- 4.11 An eligible employee may be reimbursed up to \$10,000 for reasonable expenses associated with relocation. This may be increased to \$20,000 where the Secretary is satisfied the amount is reasonable and the relocation of the employee is critical.
- 4.12 The employee will be an eligible employee when they are promoted, or assigned duties on an ongoing basis that are deemed to be in the interests of DSS, or engaged as either ongoing or non-ongoing and that engagement is deemed in the interests of DSS.
- 4.13 Employees requesting a transfer to a new locality are generally not deemed to be eligible relocated employees.

LOSS OR DAMAGE TO CLOTHING OR PERSONAL EFFECTS

4.14 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:

- 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 property.
- the loss/damage is causally connected to the employee's duties.
- none of the above, but there are extenuating circumstances.

ALLOWANCE RATES - ADJUSTMENT

4.15 The Secretary may vary allowance rates from time to time where the rate of an allowance in this agreement ceases to be updated by a provider.

PART 5 – HOURS OF WORK AND WORKING ARRANGEMENTS

RECORDING HOURS WORKED

- 5.1 All employees must record and retain an accurate record of their working hours.
- 5.2 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.
- 5.3 Where an employee is absent from duty without approval, all pay 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.
- 5.4 The Secretary can direct an employee to work standard hours if they fail to maintain a satisfactory pattern of attendance.

HOURS OF WORK

- 5.5 The ordinary hours for a full time employee are 7 hours and 30 minutes per day, a total of 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.
- 5.6 Standard hours of attendance for employees, other than shiftworkers, are 8.30am to 12.30pm and 1.30pm to 5.00pm.
- 5.7 All employees are required to break for at least 30 minutes after five hours of continuous work.
- 5.8 Regular hours vary 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.
- 5.9 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.

FLEXTIME

- 5.10 Employees up to and including APS 6 and equivalent classification may:
 - work flextime;
 - 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.
- 5.11 No employee can be compelled to work their hours outside the bandwidth unless specifically engaged to work shiftwork.
- 5.12 Unless there are exceptional circumstances, employees will not be expected to work more than 10 hours in any one day.

- 5.13 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.
- 5.14 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.
- 5.15 Employees may use up to five consecutive working days of flex leave.

Reversion to standard hours

- 5.16 The Secretary may revert an employee to standard hours of attendance where an employee fails to appropriately use flextime provisions.

Excess Flex Credits

- 5.17 Where an employee has a flex balance in excess of 37 hours and 30 minutes, the Secretary may, in exceptional circumstances, approve the cash out at the single hourly rate at the end of the settlement period of the flex credit in excess of 22.5 hours.

Excess Flex Debit

- 5.18 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 treat the debit as approved miscellaneous leave without pay not to count as service to cancel the excess debit.
- 5.19 Where an employee ceasing duty with DSS has a flex credit the amount owing for these credits will be paid to the employee 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

- 5.20 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 full-time employee cannot be compelled to work part-time.
- 5.21 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.
- 5.22 Employees returning from maternity, adoption/foster or permanent care leave will be provided with access to part-time employment for a period of up to three years.

HOME BASED WORK (HBW)

5.23 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

5.24 The Secretary may approve shift work arrangements and payments.

5.25 A shiftworker will be paid the following penalty rates for all ordinary hours worked by the shift worker during the following periods:

Shift	Penalty Rate
Where any part of a shift falls between 7.00pm and 7.00am Monday to Friday	15%
Where the shift falls wholly within 7.00pm and 7.00am Monday to Friday for at least 4 continuous weeks	30%
Where any part of a shift falls between midnight Friday and midnight Saturday	50%
Where any part of a shift falls between midnight Saturday and midnight Sunday*	100%
Where 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)*	150%

**NOTE: In South Australia The Holidays Act 1910 (SA) provides that Sundays are a public holiday. The public holiday rate will not apply to work undertaken in South Australia if the public holiday is a public holiday solely because it is a Sunday.*

5.26 The Secretary may approve the payment of an annual shift allowance in lieu of penalty rates.

5.27 Shift penalties or shift allowance are payable during periods of annual leave and are not payable during other periods of leave, subject to the long service leave legislation. They may count as salary for some superannuation purposes subject to eligibility provisions in relevant superannuation legislation.

5.28 Where a public holiday occurs on a day 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:

- 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.

This clause will not apply in South Australia if the public holiday is a public holiday solely because it is a Sunday.*

**Note: Sundays are a public holiday in South Australia due to the operation of the Holidays Act 1910 (SA)*

5.29 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.

EXECUTIVE LEVEL EMPLOYEES – OVERTIME AND RELATED PAYMENTS

5.30 Unless approved by the Secretary in exceptional circumstances, Executive Level (EL) or equivalent employees are not eligible to receive overtime or other related payments, including emergency duty, restriction duty, and meal allowance.

OVERTIME

5.31 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 directed to be performed which is in addition to the employee's regular hours or is beyond the total hours of work over the settlement period specified for the employee in the employee's Part-Time Employment Agreement.

5.32 Where necessitated by operational requirements, the Secretary may direct an employee to work overtime outside regular hours (Clause 5.8).

5.33 An employee may refuse to work additional hours where such additional hours are considered to be unreasonable.

5.34 For an employee eligible to receive overtime payments, overtime hours worked will be paid or, where agreed, time off in lieu of overtime payments will accrue at the following penalty rates:

- overtime worked Monday to Saturday will be paid at time and a half for the first three hours each day and double time thereafter;
- overtime worked on Sunday will be paid at the rate of double time; and
- overtime worked on a public holiday will be paid at the rate of double time and a half, including the single time already paid for the public holiday, except in South Australia if the public holiday is a public holiday solely because it is a Sunday.*

**Note: Sundays are a public holiday in South Australia due to the operation of the Holidays Act 1910 (SA).*

5.35 Where the Secretary agrees, employees who are eligible for an overtime payment for time worked (including overtime payments while on restricted duty), may elect to take time off in lieu at the appropriate penalty rate.

5.36 Where time off in lieu of payment has been agreed, but the employee has not been granted that time off within four weeks or another agreed period due to operational requirements, the employee may elect to receive payment of the original overtime or time worked while on restriction duty.

5.37 Salary rates for the purposes of calculating overtime include any allowance in the nature of salary.

5.38 Where overtime is continuous with ordinary hours, overtime payments will be made for hours actually worked i.e. there will be no minimum period for which overtime will be paid. Where overtime is not continuous, payment will include payment for reasonable travelling time but there will be no minimum payment.

EMERGENCY DUTY

- 5.39 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 a minimum of two hours, including time necessarily spent travelling to and from duty.

REST PERIOD

- 5.40 Where the Secretary directs an employee to work outside their ordinary/regular hours, the employee will be entitled to an eight hour break plus reasonable travelling time before commencing work again, without any loss of pay. 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

- 5.41 Where the Secretary directs an employee to be contactable and to be available to perform extra duty outside the bandwidth, for a period(s) of no less than 12 hours per period unless a reduced period is required and is approved by the Secretary, the employee will be paid a Restriction Allowance at a flat rate of \$45 per weekday and \$55 for Saturdays, Sundays, public holidays and closedown days. That is, if an employee is on restriction for less than one day, they will still receive the daily rate.
- 5.42 Where an employee in receipt of a Restriction Allowance is recalled to duty at a place of work, a three hour minimum overtime payment will apply and where the employee is required to perform duty, but is not recalled to a place of work, a one hour minimum overtime payment will apply.
- 5.43 Restriction allowance will continue to be paid for periods of overtime worked while restricted.
- 5.44 Restriction Allowance is not payable to an employee while they are on leave.

OVERTIME MEAL ALLOWANCE

- 5.45 The Secretary will approve the payment of an overtime meal allowance to an employee who works approved overtime before or after ordinary hours or for a period not continuous with ordinary/regular hours of work/ duty, i.e. on weekends or public holidays, or outside their regular hours, to the completion of or beyond a meal period with a break for a meal and is not entitled to payment for that break or without a break for a meal over the following meal periods:
- 7.00am to 9.00am
 - noon to 2.00pm
 - 6.00pm to 7.00pm
 - midnight to 1.00am.
- 5.46 Overtime meal allowance will be varied in accordance with rates published by the approved subscription service. It is not an allowance in the nature of salary.

EXECUTIVE LEVEL EMPLOYEES - TOIL

- 5.47 Executive remuneration is considered to be appropriate recompense for reasonable additional hours which may be worked by EL employees. The Secretary may grant a period of paid TOIL to EL employees who work hours that are in addition to those reasonable additional hours.
- 5.48 TOIL should be taken as soon as practical, subject to operational requirements. Agreed unused TOIL up to a maximum amount of 37 hours and 30 minutes can be carried over from month to month.
- 5.49 The taking of TOIL will be approved where operational requirements allow.

PUBLIC HOLIDAYS

- 5.50 Employees will be entitled to the following public holidays each year:
- 1 January (New Year's Day);
 - 26 January (Australia Day);
 - Good Friday;
 - Easter Monday;
 - 25 April (Anzac Day);
 - The Queen's birthday holiday (the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - 25 December (Christmas Day);
 - 26 December (Boxing Day);
 - Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday. Other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.
- 5.51 If under a state or territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 5.52 The Secretary and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday having regard to operational requirements.
- 5.53 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- 5.54 Where a public holiday falls during a period when an employee is absent on leave (other than a period of leave that counts as service) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave. Payment

for an employee on long service leave will be in accordance with the applicable legislation.

- 5.55 If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate of pay if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clauses 5.50 and 5.51.

CHRISTMAS AND EASTER CLOSEDOWNS

- 5.56 DSS will close its normal operations from 12:30pm on the last working day before Christmas Day, with business resuming on the first working day after New Year's Day (close down).
- 5.57 All DSS workplaces will be closed for business from 3.00pm on Easter Thursday.
- 5.58 There will be no deduction from leave credits for the closedown days.
- 5.59 Employees will be provided with time off for the working days covered by the 'close down' period referred to in Clauses 5.56 and 5.57 and will be paid in accordance with their ordinary hours of work.
- 5.60 Where an employee is absent 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.
- 5.61 Employees on leave without pay on either side of the close down periods will not be paid for the closedown days.
- 5.62 Employees 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.

PART 6 – LEAVE

NOTIFICATION OF ABSENCE

- 6.1 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

- 6.2 Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.
- 6.3 Where an employee is engaged in DSS as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised unless the employee received payment in lieu of those entitlements on termination of employment.
- 6.4 For the purposes of this clause:
- 'APS employee' has the same meaning as the *Public Service Act 1999* (PS Act).
 - 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.
- 6.5 Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Secretary may, at the employee's request, recognise any accrued annual leave and personal/carers leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation.

UNAUTHORISED ABSENCE

- 6.6 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 CANCELLATION OF LEAVE

- 6.7 Where an employee has leave cancelled by DSS or is recalled to duty and will incur additional and/or unrecoverable costs as a direct result, the 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 / FAMILYCARE REIMBURSEMENT

- 6.8 Where an employee with school children has approved leave cancelled or is required to return from leave early because of DSS business requirements during school holidays, the Secretary may reimburse the amount paid by the employee for each school child attending approved or registered care for the approved period of leave.
- 6.9 Where an employee has approved leave cancelled or is required to return from leave early because of DSS business requirements and where the employee can demonstrate that she or he would otherwise have taken personal responsibility for caring for other family members, the Secretary may reimburse some or the entire amount paid by the employee for that family care.
- 6.10 Casual employees will not normally be eligible for the reimbursement.
- 6.11 Reimbursement will apply only for the days when the employee is at work, except in exceptional circumstances determined by the Secretary.
- 6.12 Reimbursement will be net of any government subsidy provided to the employee.

ANNUAL LEAVE

- 6.13 A full-time employee is entitled to 20 days paid annual leave accruing daily and credited monthly in arrears. Part-time employees accrue 20 days annual leave per annum calculated on a pro-rata basis.
- 6.14 The Secretary may approve annual leave at either full or half pay. If leave is taken at half pay the deduction from your annual leave credits will be half the period of leave taken.
- 6.15 Employees living in remote localities accrue additional annual leave credits as outlined in Part 8.
- 6.16 Where an employee has accrued more than 40 days annual leave or a pro-rata amount for part-time employees (or in the case of employees in remote localities who are entitled to additional annual leave - more than 2 years credit), the Secretary may direct the employee to take a period of leave of not more than a quarter of the total leave accrued.
- 6.17 An employee may not be directed to take annual leave where the employee:
- has made an application for annual leave of a period greater than 10 days for full-time employees or a 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.
- 6.18 An employee's accrual of annual leave will be reduced where a period or periods of leave without pay that is not to count as service exceeds 30 days in a calendar year. Where leave without pay not to count as service covers an entire calendar year, no annual leave credit accrues for that year.

VOLUNTARY CASH OUT OF ANNUAL LEAVE

- 6.19 The Secretary may approve an application by an employee to cash out any amount of the employee's accrued annual leave entitlement provided that:
- 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.

PERSONAL/CARER'S LEAVE

Accrual of personal/carer's leave credits

- 6.20 Ongoing employees will receive a credit of 10 days personal/carer's leave (pro-rata for part-time employees) on engagement 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.
- 6.21 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.
- 6.22 An employee's accrual of personal/carer's leave will be reduced where a period or periods of leave without pay that is not to count as service exceeds 30 days in a calendar year. Where leave without pay not to count as service covers an entire calendar year, no personal/carer's leave credit accrues for that year.

Approval of personal/carer's leave

- 6.23 The Secretary may approve personal/carer's leave with pay for an employee who is absent in the following circumstances:
- 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 immediate family or household because of:
 - the member's personal illness or injury;
 - an unexpected emergency affecting the member.
- 6.24 The Secretary may, in exceptional circumstances, approve an employee's request to convert their paid personal/carers leave credits to half pay to cover a period of leave for personal illness/injury or caring purposes. If leave is taken at half pay the deduction from your personal/carer's leave will be half the period of leave taken.

Where an employee has insufficient personal/carer's leave credits

- 6.25 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). There is a maximum of 15 days additional paid leave to

be used for caring purposes. This 15 day limit will be reduced by the amount of personal/carer's leave the employee has already utilised in the calendar year for caring purposes.

Evidence for taking personal/carer's leave

6.26 An employee is required to provide evidence to be entitled to paid personal/carer's leave, where the employee is absent from work:

- 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) paid personal/carer's leave without supporting evidence per calendar year.

6.27 Evidence for the purposes of personal/carer's leave means:

- a medical certificate from registered health practitioners and registered health providers;
- a statutory declaration, if it was not reasonably practicable for the employee to obtain a medical certificate (it must set out why the employee is or was unable to attend work, and why it was not reasonably practicable for them to obtain a medical certificate); and/or
- with the prior agreement or direction of the Secretary another form of evidence, including no evidence. If an employee has a personal illness or injury which requires ongoing treatment, and/or may result in the employee taking personal/carer's leave for illness or injury on a regular or intermittent basis, and the Secretary has received medical evidence confirming the ongoing condition, the Secretary may approve future leave based on the initial medical evidence if that medical evidence supported the future absence.

6.28 The Secretary may require an employee to provide evidence in other circumstances. This may include where repeated and frequent single day or short term absences occur; or the employee has a pattern of taking a particular day off (e.g. Mondays). If the employee does not provide the required evidence within a reasonable period, the absence will be treated as unauthorised leave.

Interaction with other leave types

6.29 In addition to the provisions of section 89 (2) of the *Fair Work Act 2009* 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 recredited.

6.30 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 recredited.

COMPASSIONATE LEAVE

6.31 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 his or her life, or dies.

- 6.32 An employee may be required to provide evidence to the Secretary in support of an application for compassionate leave.
- 6.33 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 recredited.
- 6.34 Compassionate leave with pay will count as service for all purposes.

LONG SERVICE LEAVE

- 6.35 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 6.36 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.

MATERNITY LEAVE

- 6.37 Maternity Leave with pay will be available to eligible employees in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*. Employees eligible for Maternity Leave with pay will also receive an additional two weeks paid leave to be taken immediately following the first 12 weeks of maternity leave.
- 6.38 An employee can elect for the payment of the first 12 weeks of maternity leave 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). Only the first 14 weeks of paid leave shall count as service.
- 6.39 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.
- 6.40 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/FOSTER/PERMANENT CARE LEAVE

- 6.41 The Secretary will grant up to 14 weeks adoption/foster/permanent care 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 of the adoptive/fostered/permanent care child or from one week prior to the date of placement of a child where requested by the employee.
- 6.42 An employee who has at least 12 months of continuous service (as defined under the *Maternity Leave (Commonwealth Employees) Act 1973*) is entitled to be paid during the 14 weeks leave provided under clause 6.37 to 6.40.

- 6.43 The adopted/foster/permanent care 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 adopted/foster/permanent care arrangement.
- 6.44 Applications for adoption/foster/permanent care leave must be supported by official documentary evidence from the relevant person/organisation with statutory responsibility for the long-term placement of the child.
- 6.45 Where the employee elects, the Secretary will approve the payment of adoption/foster/permanent care leave at half pay over a maximum of 28 weeks, however, only the first 14 weeks of leave shall count as service.
- 6.46 An employee, regardless of qualifying service, 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.
- 6.47 Where a fostered child is subsequently adopted by the employee, further leave is not available under clauses 6.41 to 6.58 in relation to the same child where adoption/foster leave has previously been granted.

SUPPORTING PARTNER LEAVE

- 6.48 The Secretary will grant 20 days paid supporting partner leave to an employee where the employee's partner 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.
- 6.49 Supporting partner leave is available from one week prior to the expected due date or placement of the child/ren and must be taken within 12 months of the birth of the child/ren or in the case of adoption/fostering/permanent care, within 12 months from the date when the adoption/fostering/permanent care commences.
- 6.50 An employee may be required to provide evidence in support of their application for leave (e.g. evidence of the birth of a child/ren, or the placement of an adopted/fostered or permanent care child/ren).
- 6.51 An employee who is eligible for paid maternity or adoption/fostering/permanent care leave is not eligible for paid supporting partner leave.
- 6.52 The Secretary may approve an application from an employee to take supporting partner leave at half pay. An application to take the leave at half pay will only be approved where the employee applies for the full four week entitlement to be taken in one continuous period of eight weeks.
- 6.53 Where the employee has approval to take leave at half pay, only the first 20 days of paid leave will count as service.

PARENTAL LEAVE

- 6.54 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 APS, in accordance with the National Employment Standards (NES).
- 6.55 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.
- 6.56 Where an employee's partner 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.
- 6.57 Periods of unpaid parental leave will not count as service for any purpose unless required by legislation.

RETURN TO WORK

- 6.58 The return to work guarantee provided by section 84 of the FWA applies in respect of employees ending maternity leave, adoption/foster or permanent care leave or general parental leave.

DEFENCE RESERVE LEAVE

- 6.59 The Secretary may grant an employee leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 6.60 An employee is entitled to leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required:
- During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
 - With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
 - Employees are not required to pay their tax free ADF Reserve salary to the Department in any circumstances.
- 6.61 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.
- 6.62 Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 6.63 Employees are to notify managers at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

MISCELLANEOUS LEAVE

- 6.64 The Secretary may grant 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 Agency and having regard to operational requirements.
- 6.65 Miscellaneous Leave with pay will be provided for an employee engaging in community service activities including jury service and emergency management activities as defined in the FWA.

CULTURAL AND CEREMONIAL LEAVE

- 6.66 The Secretary may grant an Aboriginal or Torres Strait Islander employee up to three days paid cultural and/or ceremonial leave to take part in activities associated with their culture, including NAIDOC week celebrations.

COMMUNITY VOLUNTEERING LEAVE

- 6.67 The Secretary may grant up to two days miscellaneous leave with pay and a reasonable amount of leave without pay to undertake community volunteering. Community Volunteering Leave can be taken in part days including in hours and minutes.

PURCHASED LEAVE

- 6.68 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.
- 6.69 Only one election can be made to purchase this leave in a calendar year. The Secretary may agree to vary an election in exceptional circumstances.
- 6.70 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. 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.
- 6.71 Purchased leave will count as service for all purposes including superannuation purposes. Public holidays and close down periods occurring during a period of purchased leave will be treated in the same way as if they had occurred during a period of annual leave.
- 6.72 Where, due to exceptional circumstances, an employee requests cancellation of purchased leave before the leave has been taken and the Secretary agrees to the request, a refund of the salary deductions made will be paid.
- 6.73 Where an employee leaves DSS employment, final payments will be adjusted to take account of deductions not yet made or for deductions made and leave not taken.

EXTENDED PURCHASED LEAVE

- 6.74 The Secretary may grant an employee who has a period of three years of continuous employment with the department, access to extended purchased leave.

- 6.75 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.
- 6.76 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

- 6.77 The Secretary may grant an employee sabbatical leave. This 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

- 6.78 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 *Veterans' Entitlements Act 1986* and/or the *Military Rehabilitation and Compensation Act 2004*.
- 6.79 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. Each year thereafter, a three week credit is allocated subject to a maximum annual credit balance of nine weeks. If the employee was eligible for war service sick leave during a previous period of APS employment, on re-joining the APS any unused accrued annual credits can be brought forward, subject to the maximum annual credit.
- 6.80 Approval is subject to the provision of a medical certificate stating the nature of the medical condition and a statement from the Department of Veterans' Affairs stating the medical condition is a war-caused condition.
- 6.81 Leave from annual credits may not be granted until the special credit has expired.
- 6.82 Where an employee's war service sick leave credits have been exhausted, the employee may apply for personal/carers leave in respect of a war caused injury or illness.
- 6.83 War service sick leave counts as service for all purposes.
- 6.84 Leave that counts as service for personal/carers leave purposes will count as service for war service sick leave purposes.

PART 7 – TRAVELLING ON DSS BUSINESS

TRAVEL ALLOWANCE

- 7.1 An employee who is undertaking approved travel and required to be absent on official business overnight from their usual place of work for periods up to 21 days will be entitled to an allowance in respect of meals and incidentals. Employees may elect to stay in commercial or non-commercial accommodation. In the event of an emergency situation an employee will be reimbursed reasonable accommodation costs.
- 7.2 Allowances payable for meals and incidentals are those published by the approved subscription service and provide a guide to delegates approving expenditure.
- 7.3 Where an employee elects to stay in non-commercial accommodation, an allowance of \$50 per night will be payable through the payroll system in addition to any allowances payable for meals and incidentals.

Adjustment of allowances

- 7.4 Where official travel arrangements are varied, the amount of allowance payable will reflect the revised itinerary. Employees will be required to repay and DSS will recover, any resulting overpayment in travelling allowance in accordance with the Secretary's Instructions regarding Debt Management.
- 7.5 Where meals and/or accommodation are otherwise provided at the department's expense or another organisation/entity's expense, the allowances payable under this Part will be reduced accordingly.

Excessive Costs

- 7.6 The Secretary may vary the amount of travel allowance payable if considered insufficient to meet the reasonable expenses of the employee.

REVIEW TRAVELLING ALLOWANCE

- 7.7 Where an employee travelling on DSS 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

- 7.8 Where employees are required to travel outside regular hours of duty (including hours outside the bandwidth), flextime and time off in lieu provisions apply.

OVERSEAS TRAVEL

- 7.9 The Secretary will approve reasonable accommodation costs and an allowance in respect of meals and incidental expenses calculated in accordance with the rates published by the approved subscription service for employees travelling overseas on DSS business.

PART 8 – REMOTE LOCALITY ASSISTANCE

- 8.1 Remote locality assistance may be approved by the Secretary.
- 8.2 The level of remote locality assistance varies according to the ‘grading’ of each individual remote locality.
- 8.3 Remote Locality Assistance Allowance (RLAA) is payable to an employee living in a DSS designated remote locality.
- 8.4 The annual rate of RLAA payable for each grade of remote locality is listed in the Remote Locality Assistance table below.
- 8.5 An employee and their eligible dependants stationed at a DSS designated remote locality are entitled to fares assistance based on ‘lowest practical fare’ to travel from the locality to the nearest capital city and return for leave of absence.
- 8.6 The accrual rate of the leave fare for employees stationed permanently for each grade of remote locality is indicated in Remote Locality Assistance table below.
- 8.7 The Secretary may also approve fares reimbursement for employees and their dependants living in a DSS designated remote locality in the following circumstances:
- for medical, emergency dental or specialist medical treatment for the employee and any dependants or a spouse or partner residing with them; or
 - where a close relative 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 he or she attends school to the employee’s locality.
- 8.8 Employees living in DSS designated remote localities will accrue additional annual leave as indicated for each grade of remote locality listed in the table below.

Grade	Remote Locality Assistance		Leave fare entitlement	Additional leave entitlement
	With dependants	Without dependants		
1	\$4,004	\$3,030	1 every two years	2 days
2	\$7,575	\$6,492	1 every two years	3 days
3	\$11,687	\$7,900	1 each year	5 days
4	\$15,474	\$10,605	1 each year	7 days

Employees in Darwin and Townsville

- 8.9 DSS employees stationed in Darwin or Townsville in receipt of remote locality assistance on 1 May 2012 or in receipt of remote locality assistance in another agency and who were transferred to DSS in 2013, 2014 and 2015 following the Administrative Arrangement(s) Order will receive RLAA, Leave Fares and Additional Leave accrual in accordance with the provisions for those remote localities as outlined in the table below.
- 8.10 All other employees stationed in Darwin and Townsville are not entitled to remote locality assistance.
- 8.11 Eligibility for the retained remote locality assistance for Darwin and Townsville will be continued if the employee temporarily moves within DSS from one remote locality to another remote locality. However, entitlements will cease if the employee permanently moves to another locality.

Locality	RLAA		Leave fare accrual	Additional leave accrual
	With Dependants	Without Dependants		
Darwin, NT	\$6,747	\$4,595	Yearly	5 days
Townsville, QLD	\$3,979	\$3,011	2 yearly	2 days

PART 9 – RESIGNATION, RETIREMENT, REDEPLOYMENT, REDUNDANCY AND REDUCTION

RESIGNATION AND RETIREMENT

9.1 Where practical, an employee should give the Secretary at least two weeks' notice in writing or via email of their intention to resign or retire. The written notification of resignation or retirement should include the date and time of effect.

REDEPLOYMENT, REDUNDANCY AND REDUCTION

9.2 The redeployment, redundancy and reduction provisions only apply to ongoing employees who are not on probation.

9.3 DSS will take all reasonably practicable steps to avoid the use of compulsory redundancy or redeployment.

9.4 DSS will assist employees to maximise their redeployment opportunities within DSS and the wider APS and will fund relevant career and financial counselling.

Definition

9.5 An employee will be considered excess where:

- the employee is part of a class of employees that is larger in size than is necessary for the efficient and economical working of DSS; or
- the services of the employee can no longer be used effectively because of technological or other changes in DSS or changes in the nature, extent or organisation of the functions of DSS; 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.

Notification and consultation

9.6 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.

9.7 The initial notification will usually occur orally to maximise the time employees have to consider their options.

9.8 When DSS becomes aware that a significant excess staffing situation may develop, the Secretary will advise relevant employees, managers and employee representatives.

Discussion period

9.9 Following the initial notification the Secretary will write to the potentially excess employee(s) formally notifying them of the situation and advising them of the assistance available. At this stage potentially excess employees will be able to discuss their situation and options with DSS management, with this period not exceeding one month.

- 9.10 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. An employee will not be made redundant voluntarily without Secretary approval.
- 9.11 The discussion period may be shortened by agreement with the employee.

VOLUNTARY REDUNDANCY

- 9.12 By the end of the one month discussion period, the Secretary may formally offer a voluntary redundancy to the employee.
- 9.13 Excess employees will only be offered a voluntary redundancy once during the redundancy process.
- 9.14 Where a formal offer of voluntary redundancy is made, employees will have one month to both consider the offer and advise DSS that they are either accepting or rejecting it. Employees who fail to advise DSS of their decision by the end of the consideration period will be assumed to have rejected the offer of voluntary redundancy.
- 9.15 An employee's employment will not be terminated on the basis that the employee is an excess employee within this consideration period unless the employee has requested this to occur.
- 9.16 Prior to or during the consideration period, the employee will be provided with an estimate of their severance pay and pay in lieu of notice and leave entitlements, relevant taxation rules and the availability of career and financial counselling in addition to being advised about obtaining further information relating to superannuation and relevant taxation rules.
- 9.17 DSS will reimburse (on production of receipt/s) an employee considering voluntary redundancy up to \$500 (including GST) for career and/or accredited financial counselling.
- 9.18 Employees not accepting an offer of voluntary redundancy will be covered by clauses 9.30–9.42 below.

Redundancy benefit

- 9.19 An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the Secretary under s.29 of the PS Act on the grounds that he/she is excess to requirements, is entitled to payment of a redundancy benefit of an amount equal of two weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.
- 9.20 The minimum payment will be four weeks' salary and the maximum will be 48 weeks' salary.
- 9.21 The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years fulltime service, subject to any minimum amount the employee is entitled to under the NES.

9.22 For the purposes of calculating any payment, salary will include:

- the employee's salary at their ongoing (substantive) classification;
- temporary performance allowance payments (TPA) where the employee has been receiving TPA continuously for a period of at least 12 months immediately preceding the employee's notification of termination date; and
- an allowance that has been paid during periods of annual leave and on a regular basis and is not a reimbursement for expenses incurred or a payment for disabilities associated with the performance of a duty.

Calculating service for redundancy pay purposes

9.23 For the purpose of calculating redundancy pay entitlement (severance), service means:

- service in DSS;
- Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- service with the Commonwealth (other than service with a joint Commonwealth-State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- service with the Australian Defence Forces;
- APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922* if the service has not previously been recognised for redundancy pay purposes; and
- service in another organisation where:
 - an employee was transferred from the APS to that organisation to give effect to an administrative re-arrangement; 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.

9.24 For earlier periods of service as defined above to count there must be no breaks between the periods except where:

- the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*

Service not to count as service for redundancy pay purposes

- 9.25 Absences from duty which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.
- 9.26 Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:
- termination under section 29 of the PS Act; or
 - prior to the commencement of the PS Act, by way of redundancy; forfeiture of office, retirement on the grounds of invalidity, inefficiency or loss of qualifications; dismissal or termination of probationary appointment for reasons of unsatisfactory service; or
 - voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.

Period of notice – termination with a voluntary redundancy

- 9.27 Employees over 45 years of age with at least five years continuous service will be given five weeks' notice. All other employees will be given four weeks' notice.
- 9.28 If an employee requests, and the Secretary agrees, that their employment be terminated within this notice period, they will be paid compensation for the unexpired portion of the notice period equal to the hours they would have worked during the notice period had their employment not been terminated.
- 9.29 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.

INVOLUNTARY REDUNDANCY, RETENTION, REDEPLOYMENT AND REDUCTION

Retention period

- 9.30 An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention, commencing from the date one month after the employee received their offer of voluntary redundancy:
- 13 months where the employee has 20 or more years of service or is over 45 years of age; or
 - seven months for all other employees.
- 9.31 If an employee is entitled to a redundancy payment under the NES, the retention period at clause 9.30 will be reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).

- 9.32 The retention period will not be extended by periods of leave taken by the excess employee unless, after considering the circumstances of the individual case, the Secretary deems an extension as a result of a period of leave taken to be reasonable.
- 9.33 Where the Secretary is satisfied that there is insufficient productive work available for the employee during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:
- the Secretary can terminate the employee's employment under s.29 of the PS Act; and
 - upon termination, the employee will be paid a lump sum comprising:
 - the balance of the retention period (as shortened for the NES under clause 9.31) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
 - the employee's NES entitlement to redundancy pay.

Redeployment

- 9.34 Employees on a retention period will be considered in isolation from and not in competition with other applicants when seeking assignment to another position within DSS.
- 9.35 During the retention period, the Secretary:
- will take all reasonable steps to find alternative employment for the excess employee; and/or
 - may reduce the excess employee's classification with the appropriate notice in order to secure them alternative employment, subject to the conditions set out in clauses 9.38 and 9.39 below.
- 9.36 During the retention period the employee will:
- take reasonable steps to find alternative employment; and
 - actively participate in learning and development activities, trial placements or other agreed arrangements to assist in obtaining a permanent placement.
- 9.37 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.

Reduction in classification

- 9.38 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.
- 9.39 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.

Period of notice – termination of the retention period

- 9.40 An excess employee's employment will be terminated under s.29 of the PS Act at the end of their retention period.
- 9.41 Where an excess employee's employment is to be terminated they will be given four weeks' notice. Employees over 45 years of age with at least five 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.
- 9.42 If an employee's employment is terminated within this notice period, they will be paid compensation for the unexpired portion of the notice period equal to the hours they would have worked during the notice period had their employment not been terminated.

PART 10 – CONSULTATION

10.1 This Part applies if the Department:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to the Department; and the change is likely to have a significant effect on employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

10.2 For a major change referred to in clause 10.1 (a):

- a) DSS must notify the relevant employees of the decision to introduce the major change; and
- b) Clauses 10.3 to 10.9 apply.

10.3 The relevant employees may appoint a representative for the purposes of the procedures in this Part.

10.4 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

10.5 As soon as practicable after making its decision, the Department must:

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

10.6 The Department is not required to disclose confidential or commercially sensitive information to the relevant employees.

10.7 The Department must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- 10.8 If a Part in this Enterprise Agreement provides for a major change to production, program, organisation, structure, or technology in relation to the Department, the requirements set out in clauses 10.2(a), 10.3 and 10.5 are taken not to apply.
- 10.9 In this Part, a major change is **likely to have significant effect on employees** if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the department's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

10.10 For a change referred to in clause 10.1 (b):

- a) the Department must notify the employees of the proposed change; and
- b) clauses 10.11 to 10.15 apply.

10.11 The relevant employees may appoint a representative for the purposes of the procedures in this Part.

10.12 If:

- a) the relevant employee(s) appoint(s) a representative for the purposes of consultation; and
- b) the employee(s) advise(s) the Department of the identity of the representative,

the employer must recognise the representative.

10.13 As soon as practicable after proposing to introduce the change, the employer must:

- a) discuss with the relevant employees the introduction of the change;
- b) for the purposes of the discussion – provide to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about what the Department reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Department reasonably believes are likely to affect the employees; and
 - (iv) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 10.14 The Department is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.15 The Department must give prompt and genuine consideration to matters raised about major change by the employees.
- 10.16 In this Part the term: "relevant employees" means the employees who may be affected by a change referred to in clause 10.1.

WORKPLACE CONSULTATIVE FORUM

- 10.17 DSS will establish a Workplace Consultative Forum (WCF), consisting of management and employee representatives, as a mechanism for consultation and participation on workplace matters that affect employees.

PART 11 – DISPUTE RESOLUTION PROCEDURE

- 11.1 If a dispute relates to:
- a) a matter arising under this agreement; or
 - b) the National Employment Standards;
- this Part sets out the procedures to settle the dispute.
- 11.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisor and/or management.
- 11.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 11.5 The FWC may deal with the dispute in 2 stages:
- a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- Note:* If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FWA.
- A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the FWA. Therefore, an appeal may be made against the decision.
- 11.6 While the parties are trying to resolve the dispute using the procedures in this Part:
- a) An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about imminent risk to his or her health or safety; and
 - b) An employee must comply with a direction given by the Department to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

11.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this Part.

PART 12 – DEFINITIONS

12.1 In this Agreement the following definitions apply:

"**APS**" means Australian Public Service.

"**Casual employee**" means a non-ongoing employee who is engaged on an irregular or intermittent basis under section 22(2) (c) of the *Public Service Act 1999*.

"**Delegate**" means a person authorised by the Secretary to be a delegate of the Secretary under the terms of this agreement.

"**Department**" or "**DSS**" is interchangeable, and means the Department of Social Services.

"**Dependant**" unless defined elsewhere means a spouse/partner of the employee or a child or parent of the employee or the spouse/partner of the employee and who is wholly or substantially dependent upon the employee.

"**Employee**" means a person employed by the Department under the *Public Service Act 1999*, whether full-time or part-time, in an ongoing, non-ongoing or intermittent capacity.

"**FWC**" means Fair Work Commission.

"**Family**" or "**Immediate Family**" means:

- a spouse, de facto, or partner of the employee irrespective of gender, including a former spouse, former de facto or partner; and/or
- a child (including an adopted child, a stepchild, a foster/permanent care child or an ex-nuptial child); and/or
- parent, grandparent, grandchild or sibling of the employee; and/or
- a child (including an adopted child, a step-child, a foster child, permanent care child or an ex-nuptial child) of the employee's spouse or partner; and/or
- parent, grandparent, grandchild or sibling of the employee's spouse or partner; and/or
- a member of the employee's household; and/or
- traditional kinship where there is a relationship or obligation, under the custom and traditions of the community or group to which the employee belongs.

"**Manager**" means a person who has operational and/or supervisory responsibility for another employee or a team of employees within DSS, which may include another manager/employee (at, above or below the manager's level) and/or may be a Section, a Branch, a State Office, an Indigenous Coordination Centre, a Group or other work unit.

"**NES**" means National Employment Standards.

"**Non-ongoing APS employee**" means a person engaged as a non-ongoing APS employee under Section 22(2) (b) of the *Public Service Act 1999*.

"**Ongoing APS employee**" means a person engaged as an ongoing APS employee under Section 22(2) (a) of the *Public Service Act 1999*.

“Partner” or **“spouse”** for the purposes of remote localities conditions and reunion visits means a person who resides with the employee in a bona fide domestic or household relationship (without discrimination as to sexual preference).

“Professional Association” means an organisation seeking to further a particular profession, the interests of individuals in that profession, and the public interest.

“Secretary” means the person for the time being performing the duties of Secretary of the Department of Social Services.

“Secretary’s Instructions” are instructions issued by the Secretary of DSS, under the authority of section 20A of the *Public Governance, Performance and Accountability Act 2013*.

“Shiftworker” means an employee rostered to perform duty outside the bandwidth hours of 7.00am to 7.00pm, Monday to Friday, and/or on a Saturday, Sunday, public holiday or a closedown period for an ongoing or fixed period.

“Term transfer” means the transfer, notified in writing, of an employee from one locality to another for a fixed period (usually two to three years) to undertake specific duties. The written notification of such a transfer should specify both the date of effect of the transfer and its anticipated duration.

APPENDIX A - SALARIES AND CLASSIFICATION STRUCTURES

A.1 The following annual salary rates will apply to DSS employees (pro-rata for part-time employees) employed in the classifications shown in the tables below. The fortnightly rate of salary is calculated using the following formula: annual rate of pay multiplied by 12 and divided by 313.

Classification	Transition Salary	2.1% On Commencement	1% 12 months after Commencement	1% 24 months after commencement
APS1-1	41,974	42,855	43,284	43,717
APS1-2	43,458	44,371	44,815	45,263
APS1-3	44,947	45,891	46,350	46,814
APS1-4	46,970	47,956	48,436	48,920
APS2-1	49,056	50,086	50,587	51,093
APS2-2	50,528	51,589	52,105	52,626
APS2-3	53,922	55,054	55,605	56,161
APS2-4	54,588	55,734	56,291	56,854
APS3-1	56,691	57,882	58,461	59,046
APS3-2	58,296	59,520	60,115	60,716
APS3-3	60,803	62,080	62,701	63,328
APS3-4	61,512	62,804	63,432	64,066
APS4-1	64,229	65,578	66,234	66,896
APS4-2	65,996	67,382	68,056	68,737
APS4-3	68,027	69,456	70,151	70,853
APS4-4	69,038	70,488	71,193	71,905
APS5-1	70,540	72,021	72,741	73,468
APS5-2	71,834	73,343	74,076	74,817
APS5-3	74,481	76,045	76,805	77,573
APS5-4	75,331	76,913	77,682	78,459
APS6-1	77,262	78,885	79,674	80,471
APS6-2	80,805	82,502	83,327	84,160
APS6-3	85,418	87,212	88,084	88,965
APS6-4	86,844	88,668	89,555	90,451
EL1-1	96,266	98,288	99,271	100,264
EL1-2	101,454	103,585	104,621	105,667
EL1-3	105,362	107,575	108,651	109,738
EL1-4	109,273	111,568	112,684	113,811
EL2-1	113,464	115,847	117,005	118,175
EL2-2	123,240	125,828	127,086	128,357
EL2-3	128,819	131,524	132,839	134,167
EL2-4	133,777	136,586	137,952	139,332

DSS ENTRY LEVEL BROADBAND

A.2 The following local titles are included in the DSS Entry Level Broadband:

- Trainees (T);
- Indigenous Australian Government Development Program (IAGDP) participants (I);
- Indigenous Apprenticeship Programme (A);
- Graduates (G);
- Cadet - Research Officer (R); and
- ICT Cadets (IT).

During the life of this Agreement the Secretary may include other entry level local titles to this broadband.

APS Level	Local Title	Transition Salary	2.1% On Commencement	1% 12 months after Commencement	1% 24 months after Commencement
APS1-1	DSS Entry Level (T, I, A,G, R, or IT)	41,974	42,855	43,284	43,717
APS1-2	DSS Entry Level (T, I, A,G, R, or IT)	43,458	44,371	44,815	45,263
APS1-3	DSS Entry Level (T, I, A,G, R, or IT)	44,947	45,891	46,350	46,814
APS1-4	DSS Entry Level (T, I, A,G, R, or IT)	46,970	47,956	48,436	48,920
Soft Barrier					
APS2-1	DSS Entry Level (T, I, A,G, R, or IT)	49,056	50,086	50,587	51,093
APS2-2	DSS Entry Level (T, I, A,G, R, or IT)	50,528	51,589	52,105	52,626
APS2-3	DSS Entry Level (T, I, A,G, R, or IT)	53,922	55,054	55,605	56,161
APS2-4	DSS Entry Level (T, I, A,G, R, or IT)	54,588	55,734	56,291	56,854
Soft Barrier					
APS3-1	DSS Entry Level (T, I, A,G, R, or IT)	56,691	57,882	58,461	59,046
APS3-2	DSS Entry Level (T, I, A,G, R, or IT)	58,296	59,520	60,115	60,716
APS3-3	DSS Entry Level (T, I, A,G, R, or IT)	60,803	62,080	62,701	63,328
APS3-4	DSS Entry Level (T, I, A,G, R, or IT)	61,512	62,804	63,432	64,066
Soft Barrier					
APS4-1	DSS Entry Level (T, I, A,G, R, or IT)	64,229	65,578	66,234	66,896
APS4-2	DSS Entry Level (T, I, A,G, R, or IT)	65,996	67,382	68,056	68,737
APS4-3	DSS Entry Level (T, I, A,G, R, or IT)	68,027	69,456	70,151	70,853
APS4-4	DSS Entry Level (T, I, A,G, R, or IT)	69,038	70,488	71,193	71,905
Soft Barrier					
APS5-1	DSS Entry Level (T, I, A,G, R, or IT)	70,540	72,021	72,741	73,468
APS5-2	DSS Entry Level (T, I, A,G, R, or IT)	71,834	73,343	74,076	74,817
APS5-3	DSS Entry Level (T, I, A,G, R, or IT)	74,481	76,045	76,805	77,573
APS5-4	DSS Entry Level (T, I, A,G, R, or IT)	75,331	76,913	77,682	78,459

Entry

- A.3** Entry pay points will be assessed in accordance with the criteria in clause 3.15 of this Agreement having specific regard to the participant's qualifications, work experience, skills and abilities and the programme the employee is undertaking.
- A.4** Cadet – Research Officers will be paid 57% of their salary for the time during the year they study while on the cadetship.
- A.5** ICT Cadets will be employed on a part-time basis at a minimum of two full days per week during the University Semester with the option of full-time employment during University holidays for the approved period of study.
- A.6** The Secretary will approve payment of an Academic Allowance to ICT Cadets of \$800 per successfully completed unit, capped at 4 units per semester. The allowance is taxable and will be paid through the payroll system.

In the event that a Cadet withdraws, or due to a breach of the conditions of the ICT Cadetship is removed from the Cadetship Program, the ICT Cadet may be required to repay the full amount of Academic Allowance payments received within 30 days of withdrawal or removal from the Program.

Advancement

A.7 DSS Entry Level employees are required to undertake a programme/course of training determined by the Secretary.

On satisfactory completion of the programme/course of training the employees will be advanced through the soft barriers within the Entry Level broadband as set out in their Letter of Offer.

Advancement is subject to:

- a) sufficient work is available at the higher classification level; and
- b) they have gained the necessary skill and proficiencies to perform the more complex work; and
- c) performance is satisfactory.

LEGAL BROADBAND

A.8 The following annual salary rates (pro-rata for part-time employees) will apply to DSS employees employed in the Legal local titles.

APS Level	Local Title	Transition Salary	2.1% On Commencement	1% 12 months after Commencement	1% 24 months after Commencement
APS Level 4	Lawyer	68,027	69,456	70,151	70,853
APS Level 4	Lawyer	69,038	70,488	71,193	71,905
Soft Barrier - Work Value/Availability Barrier					
APS Level 5	Lawyer	74,481	76,045	76,805	77,573
APS Level 5	Lawyer	75,331	76,913	77,682	78,459
Soft Barrier - Work Value/Availability Barrier					
APS Level 6	Lawyer	77,262	78,885	79,674	80,471
APS Level 6	Lawyer	80,805	82,502	83,327	84,160
APS Level 6	Lawyer	86,844	88,668	89,555	90,451
APS Level 6	Lawyer	88,018	89,866	90,765	91,673
Hard Barrier – Advancement subject to a merit process					
Executive Level 1	Senior Lawyer	101,454	103,585	104,621	105,667
Executive Level 1	Senior Lawyer	107,888	110,154	111,256	112,369
Executive Level 1	Senior Lawyer	109,273	111,568	112,684	113,811
Executive Level 1	Senior Lawyer	117,195	119,656	120,853	122,062
Hard Barrier – Advancement subject to a merit process					
Executive Level 2	Principal Lawyer	123,240	125,828	127,086	128,357
Executive Level 2	Principal Lawyer	128,169	130,861	132,170	133,492
Executive Level 2	Principal Lawyer	133,722	136,530	137,895	139,274

APS Level	Local Title	Transition Salary	2.1% On Commencement	1% 12 months after Commencement	1% 24 months after Commencement
Executive Level 2	Principal Lawyer	139,129	142,051	143,472	144,907
Work Value/Availability Barrier					
Executive Level 2	Special Counsel*	139,507	142,437	143,681	145,118

**Access to the Special Counsel designation can only be achieved where the Secretary is satisfied that there is a need to undertake high level managerial responsibilities and/or high level technical legal skills in the DSS Legal Practice and the employee has the skills and experience to warrant movement to that local title.*

Eligibility Requirement

A.9 An employee is eligible for entry to the Legal Broadband if he or she is required to perform legal work and possesses a degree from an Australian tertiary institution or a comparable qualification and has been admitted, or is eligible for admission, as a legal practitioner of the High Court or the Supreme Court of an Australian State or Territory or the Secretary decides that the employee's skills, qualifications and experience in relation to legal work are appropriate for entry.

Advancement through the soft barriers is subject to:

- a) sufficient work is available at the higher classification level; and
- b) they have gained the necessary skill and proficiencies to perform the more complex work; and
- c) performance is satisfactory.

PUBLIC AFFAIRS OFFICERS (PAO) BROADBAND

A.10 The following annual salary rates (pro-rata for part-time employees) will apply to DSS employees employed in the Public Affairs Officer local titles.

APS Level	Local Title	Transition Salary	2.1% On Commencement	1% 12 months after Commencement	1% 24 months after Commencement
APS Level 4	PAO1	64,229	65,578	66,234	66,896
APS Level 4	PAO1	65,996	67,382	68,056	68,737
APS Level 4	PAO1	68,027	69,456	70,151	70,853
APS Level 4	PAO1	69,038	70,488	71,193	71,905
Soft Barrier - Work Value/Availability Barrier					
APS Level 5	PAO1	70,540	72,021	72,741	73,468
APS Level 5	PAO1	71,834	73,343	74,076	74,817
APS Level 5	PAO1	74,481	76,045	76,805	77,573
APS Level 5	PAO1	75,331	76,913	77,682	78,459
Hard Barrier – Advancement subject to a merit process					
APS Level 6	PAO2	77,262	78,885	79,674	80,471
APS Level 6	PAO2	80,805	82,502	83,327	84,160
APS Level 6	PAO2	85,418	87,212	88,084	88,965
APS Level 6	PAO2	88,018	89,866	90,765	91,673
Hard Barrier – Advancement subject to a merit process					
Executive Level 1	PAO3	96,266	98,288	99,271	100,264

APS Level	Local Title	Transition Salary	2.1% On Commencement	1% 12 months after Commencement	1% 24 months after Commencement
Executive Level 1	PAO3	101,454	103,585	104,621	105,667
Executive Level 1	PAO3	105,362	107,575	108,651	109,738
Executive Level 1	PAO3	109,273	111,568	112,684	113,811
Executive Level 1	PAO3	116,114	118,552	119,738	120,935
Hard Barrier – Advancement subject to a merit process					
Executive Level 2	SPAO	113,464	115,847	117,005	118,175
Executive Level 2	SPAO	123,240	125,828	127,086	128,357
Executive Level 2	SPAO	128,819	131,524	132,839	134,167
Executive Level 2	SPAO	133,777	136,586	137,952	139,332

Eligibility Requirement

A.11 An employee is eligible for entry to the above PAO Broadband if they possess a degree in journalism, communications, marketing and/or public relations from an Australian tertiary institution or qualifications and/or work experience determined as comparable by the Secretary and they are performing public affairs duties.

Advancement through the soft barriers is subject to:

- a) sufficient work is available at the higher classification level; and
- b) they have gained the necessary skill and proficiencies to perform the more complex work; and
- c) performance is satisfactory.

APPENDIX B - SUPPORTED WAGE SCHEDULE (Schedule)

B.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

B.2 In this schedule:

approved 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.

assessment instrument means the tool 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.

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time or any successor to that scheme.

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website:
www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the relevant Commonwealth Government department that records the employee's productive capacity and agreed wage rate.

B.3 Eligibility criteria

B.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work 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.

B.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

B.4 Supported wage rates

B.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

- a) Provided that the minimum amount payable must be not less than \$81 per week.
- b) Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

B.5 Assessment of capacity

B.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

B.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FWA.

Assessed capacity (clause B.5)

Assessed capacity	% of relevant minimum wage
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

B.6 Lodgement of SWS wage assessment agreement

B.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the FWC.

B.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and DSS parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the FWC to the union by certified mail and the agreement will take effect unless an objection is notified to the FWC within 10 working days.

B.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

B.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro-rata basis.

B.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

B.10 Trial period

B.10.1 In order for an adequate assessment of the employee's capacity to be made, DSS may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

B.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

B.10.3 The minimum amount payable to the employee during the trial period must be no less than \$81 per week.

B.10.4 Work trials should include induction or training as appropriate to the job being trialled.


B.10.5 Where DSS and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause B.5.

**Formal acceptance of Department of Social Services Enterprise Agreement
2015 to 2018 and Signatories**

**Formal acceptance of Department of Social Services Enterprise
Agreement 2015 to 2018 and Signatories**

Employer

Signed for, and on behalf of, the Commonwealth by the Secretary, Department of
Social Services

Signed 

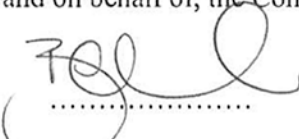
Full Name: Finn Pratt AO PSM

Agency: Department of Social Services

Address: Tuggeranong Office Park
Soward Way (cnr Athllon Drive)
Greenway ACT 2900

Bargaining Representative: Community and Public Sector Union

Signed for, and on behalf of, the Community and Public Sector Union:

Signed 

Full Name: BETH VINCENT-PIETSCH

Address: CPSU
40 BRISBANE AV
BARTON ACT 2600

Bargaining Representative: Australian Nursing and Midwifery Federation

Signed 

Full Name: NICHOLAS BLAKE

Address: Level 1, 365 QUEEN STREET
MELBOURNE 3004.

Employee Bargaining Representative:

Full Name: Ashley Arthur

Signed 

Full Name: Ashley Arthur

Address: Tuggeranong Office Park
Soward Way (cnr Athllon Drive)
Greenway ACT 2900