



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Old Parliament House**  
(AG2017/3368)

## **OLD PARLIAMENT HOUSE ENTERPRISE AGREEMENT 2017-2020**

Australian Capital Territory

COMMISSIONER SAUNDERS

MELBOURNE, 7 SEPTEMBER 2017

*Application for approval of the Old Parliament House Enterprise Agreement 2017-2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Old Parliament House Enterprise Agreement 2017-2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Old Parliament House. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (the Undertakings). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 September 2017. The nominal expiry date of the Agreement is 13 September 2020.



COMMISSIONER

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## Annexure A



### UNDERTAKING FOR ATTACHMENT TO OLD PARLIAMENT HOUSE ENTERPRISE AGREEMENT 2017-2020

In accordance with Section 190 of the *Fair Work Act 2009* Old Parliament House makes the following undertaking:

#### **Commuted Penalty Payments**

Rostered employees will, instead of being paid shift penalties for ordinary work performed on weekends, receive a commuted penalty which is an additional amount equivalent to 21.5% of the full time equivalent salary. This payment will be paid on all hours worked by rostered employees.

#### **Time Off In Lieu**

Where employees who have elected to accrue time off in lieu at overtime rates in lieu of overtime payments cease employment with the Agency and their manager certifies that they were unable to access their time in lieu credits prior to ceasing, they will receive payment for their credits.



Andrew Harper  
Acting Director  
Old Parliament House  
5 September 2017

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**



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DEMOCRACY

OLD PARLIAMENT HOUSE

# OLD PARLIAMENT HOUSE ENTERPRISE AGREEMENT 2017-2020

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## **PART A- ABOUT THIS AGREEMENT**

### **TITLE**

- A1 This Agreement shall be known as the Old Parliament House Enterprise Agreement 2017-2020.

### **PURPOSE**

- A2 This Agreement states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a Commonwealth law.

### **PARTIES COVERED BY THIS AGREEMENT**

- A3 Agreement sets out the terms and conditions of employment for Old Parliament House. This Agreement is made as an Enterprise Agreement under Part 2-4 of the *Fair Work Act 2009* and covers:
- a. the Agency Head of Old Parliament House (OPH);
  - b. all employees employed under the *Public Service Act 1999* in Old Parliament House, other than Senior Executive Service officers;

### **DURATION**

- A4 This agreement shall commence seven days after this Agreement is approved by Fair Work Commission. The nominal expiry date is 3 years from the commencement date.

### **DELEGATION**

- A5 The Agency Head may, by instrument in writing, delegate or authorise to a person, any of the Agency Head's powers or functions under this Agreement, except for this power of delegation.
- A6 A power exercisable by any employee of the Agency under this agreement may be exercised by the Agency Head.

### **POLICIES AND GUIDELINES**

- A7 The Agency Head may issue policies, procedures and guidelines to support the operation of this Agreement. These policies, procedures and guidelines do not form part of this agreement. Such policies, procedures or guidelines cannot change a term or condition of employment contained in this agreement.
- A8 The agency will consult with employees on changes to policies, procedures and guidelines that support the operation of this agreement prior to any changes being finalised.

### **INDIVIDUAL FLEXIBILITY AGREEMENTS**

- A9 An Agency Head and employee covered by this 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
  - b. the arrangement meets the genuine needs of the Agency and employee in relation to one or more of the matters mentioned in paragraph (a); and
  - c. the arrangement is genuinely agreed to by the Agency Head and employee.
- A10 The Agency Head must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - b. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- A11 The Agency Head must ensure that the individual flexibility arrangement:
- a. is in writing
  - b. includes the name of the Agency Head and employee
  - c. is signed by the Agency Head and employee; and if the employee is under 18 years of age, signed by a parent or guardian of the employee
  - d. includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement
    - (ii) how the arrangement will vary the effect of the terms
    - (iii) how the employee will be better off overall in relation to the terms conditions of his or her employment as a result of the arrangement
  - e. states the day on which the arrangement commences and, where applicable, when the arrangement ceases
- A12 The Agency Head must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- A13 The Agency Head or employee may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days written notice to the other party to the arrangement; or
  - b. if the Agency Head and employee agree in writing — at any time.
- A14 The Agency will treat Flexibility Agreements as personal information subject to relevant privacy provisions.

#### FORMAL ACCEPTANCE OF THIS AGREEMENT

- A15 This agreement is made and approved under section 172 of the *Fair Work Act 2009*.

.....  
Ms Daryl Karp, Director, Old Parliament House

.....  
Date

18 KING GEORGE TERRACE  
PARKES.

4/8/17

.....  
Community and Public Sector Union

.....  
Date

BETH VINCENT-PIETOLU  
40 BRISBANE AVE  
BARON.

8/8/17

.....  
Employee Representative

.....  
Date

Stephen Kaye  
Old Parliament House 18 King George Terrace  
Parkes ACT 2601

4/8/17

## DEFINITIONS

A16 In this agreement, unless the context indicates otherwise:

<i>APS</i>	<i>means Australian Public Service</i>
<i>Agency Head</i>	<i>means the Director of OPH</i>
<i>Casual Employee</i>	<i>means an employee engaged under section 22 of the Public Service Act 1999 to undertake duties that are of an intermittent or irregular basis with no guarantee of hours per fortnight</i>
<i>Continuous Service</i>	<i>has the same meaning as in the Long Service Leave (Commonwealth Employees) Act 1976</i>
<i>Delegate</i>	<i>means a person who may exercise a power or function formally delegated to them by the Agency Head</i>
<i>Employer</i>	<i>means Commonwealth or Agency of the Commonwealth</i>
<i>Executive</i>	<i>means Director and Deputy Director</i>
<i>Fair Work Commission</i>	<i>means the government agency having responsibility for industrial relations and workplace laws.</i>
<i>Immediate Family</i>	<i>for the purposes of personal leave, 'immediate family' means a person who is:</i> <ul style="list-style-type: none"><li><i>a. a spouse (including a former spouse)</i></li><li><i>b. the Agency Head considers has a recognised traditional kinship to the employee</i></li><li><i>c. a de facto partner (including same sex partner) and including former spouse)</i></li><li><i>d. in the following relationships either with the employee or the employee's former de facto partner or de facto partner:</i><ul style="list-style-type: none"><li><i>(i) child, including adopted, fostered or step</i></li><li><i>(ii) parent</i></li><li><i>(iii) grandparent</i></li><li><i>(iv) grandchild or sibling of the employee</i></li></ul></li></ul>
<i>HDA</i>	<i>means allowance paid while an employee is on temporary reassignment to duties at a higher classification level</i>
<i>Higher education</i>	<i>means a level of education that is provided by universities, vocational universities, community colleges, arts colleges, institutes of technology and other collegiate level institutions, such as vocational schools, trade schools and career colleges, that award academic degrees or professional certifications</i>
<i>Household</i>	<i>means the usual occupants of the dwelling in which the employee normally resides</i>
<i>Manager</i>	<i>means an employee who is accountable for, and has responsibility for, achieving outcomes from a work group and/or the application of resources</i>
<i>Medical practitioner</i>	<i>means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners</i>
<i>Non-ongoing employee</i>	<i>means an employee engaged under the Public Service Act 1999 as a non-ongoing employee</i>

<i>Ongoing employee</i>	<i>means an employee engaged under the Public Service Act 1999 as an ongoing employee</i>
<i>OPH</i>	<i>means Old Parliament House</i>
<i>Ordinary hours</i>	<i>means, for an employee, hours worked during the specified or agreed bandwidth or, for rostered employees, in accordance with a roster established under Part G of this agreement, ie not including overtime or additional hours</i>
<i>Parties</i>	<i>unless otherwise specified in this agreement, means the parties covered by this agreement</i>
<i>Part-time employee</i>	<i>means an employee whose ordinary hours of work are less than 150 hours over a four week period (the settlement period)</i>
<i>Rostered ongoing employee</i>	<i>means a permanent ongoing employee working on a roster of fixed daily hours per fortnight under Part G of this agreement</i>
<i>Rostered non-ongoing Employee</i>	<i>means a non-ongoing employee working on roster of fixed daily hours per fortnight under Part G of this agreement</i>
<i>Salary</i>	<i>means an employee's rate of pay (in accordance with the pay rates at Schedules 1 and 2). This will be salary for all purposes, including superannuation (subject to relevant superannuation scheme rules), overtime, and severance and termination payments. Participation in salary-sacrifice arrangements or purchased leave options will not affect salary for these purposes</i>
<i>Service</i>	<i>has the same meaning as in the Long Service Leave Commonwealth Employees) Act 1976</i>
<i>TOIL</i>	<i>means Time Off In Lieu (TOIL)</i>
<i>Work Level Standards</i>	<i>means documented standards used to differentiate between different job classification levels according to the duties undertaken</i>
<i>WCC</i>	<i>means the Workplace Consultative Committee established to consult on workplace matters</i>
<i>Work value</i>	<i>means the value attached to work tasks according to factors such as required skill, conditions under which work is undertaken, level and breadth of responsibility, influence on outcomes and/or the relative scarcity of available persons with the required attributes</i>

## **PART B - OUR WORKING ENVIRONMENT**

### **CODE OF CONDUCT AND APS VALUES**

- B1 OPH values fairness, equity and diversity. Consistent with that aim, OPH is committed to preventing and eliminating discrimination in the workplace.

### **CONSULTATION**

- B2 This term applies if the Agency:
- a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **MAJOR CHANGE**

- B3 For a major change referred to in paragraph B2 (a) the Agency must notify the relevant employees of the decision to introduce the major change; and clauses (B4) to (B9) apply.
- B4 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- B5 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 Agency of the identity of the representative;
- the Agency must recognise the representative.
- B6. As soon as practicable after making its decision, the Agency 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 the Agency 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.
- B7 However, the Agency is not required to disclose confidential or commercially sensitive information to the relevant employees.
- B8 The Agency must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- B9 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Agency, the requirements set out in paragraph B2(a) and subclauses B3 and B5 are taken not to apply.

- B10 In this term, a major change is likely to have a 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 Agency'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**

- B11 For a change referred to in paragraph B2 (b):
- a. the Agency must notify the relevant employees of the proposed change; and
  - b. subclauses B11 to B15 apply.
- B12 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- B13 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 Agency of the identity of the representative;
- the Agency must recognise the representative.
- B14 As soon as practicable after proposing to introduce the change, the Agency must:
- a. discuss with the relevant employees the introduction of the change; and
  - 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; and information about what the Agency reasonably believes will be the effects of the change on the employees; and
    - (ii) information about any other matters that the Agency reasonably believes are likely to affect the employees; and
    - (iii) 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).
- B15 However, the Agency is not required to disclose confidential or commercially sensitive information to the relevant employees.
- B16 The Agency must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- B17 In this term: "relevant employees" means the employees who may be affected by a change referred to in subclause B2.

## **Workplace Consultative Committee (WCC)**

- B18 The role of the WCC is to consider and advise employees and the Executive on workplace issues referred by employees or the Executive.
- B19 The WCC will operate in accordance with the Charter, which is to be established with the agreement of the members of the WCC. This Charter can subsequently be amended by the agreement of the members of the WCC. Members of the WCC must not unreasonably withhold agreement in relation to either the establishment or amendment of the Charter.

## **DISPUTE RESOLUTION**

### **Resolution of disputes**

- B20 If a dispute relates to:
- a. a matter arising under the agreement; or
  - b. the National Employment Standards;
- this term sets out procedures to settle the dispute.
- B21 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- B22 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- B23 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- B24 The Fair Work Commission may deal with the dispute in 2 stages:
- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- B25 While the parties are trying to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - b. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (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.

B26 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

#### **EMPLOYEE ASSISTANCE PROGRAM**

B27 OPH will continue to provide access to an Employee Assistance Program. This is a confidential, professional counselling service that is available to employees and their families to help resolve both personal and work-related problems.

B28 Access to this provider will be on the following basis: for the first three attendances in any calendar year there will be no cost for this service and the period attended will be considered duty when during normal working hours.

B29 The Manager Human Resources and Governance will have the discretion to authorise payment for additional counselling sessions for any attendances over and above these three visits.

## **PART C – CAREER & EMPLOYEE DEVELOPMENT**

### **RECRUITMENT & SELECTION OF PEOPLE**

- C1 OPH is committed to promoting workplace diversity and being sensitive to the needs of Indigenous people. OPH will encourage recruitment of Indigenous people and the development of culturally appropriate operational practice, including Cultural Awareness Training.

### **STUDY SUPPORT SCHEME**

#### **Eligibility**

- C2 Ongoing employees, and non-ongoing employees engaged for a specified term or specified tasks contracted for periods of 12 months or longer, are eligible to apply for study leave (with or without pay) and financial assistance under the *Study Support Scheme Policy*.

#### **Financial Assistance**

- C3 The Agency Head may approve the costs of a training course of study in a tertiary institution where the course is approved as part of the employee's job related key responsibilities in their Performance Agreement, where it meets the requirements of the business and use of the training program is cost effective. The Agency Head may approve time off to travel to and from the tertiary institution.
- C4 The Agency Head may approve financial assistance to employees undertaking approved studies under the *Study Support Scheme*. Financial assistance is made in the form of a reimbursement payable upon successful completion of an approved unit/course. The amounts are:
- a. University student: \$1250 per semester – total \$2500 per academic year
  - b. Higher education student: \$625 per semester – total \$1250 per academic year

The reimbursement is not payable to employees on Leave Without Pay for study purposes.

### **STUDY LEAVE**

- C5 Study leave is not automatic, and managers may approve study leave taking into account the operational requirements of the Section/Branch where staff work.
- C6 Staff undertaking external studies/distance education; and study activities related to the preparation and presentation of a thesis; may apply for:
- a. leave with full pay to travel to and from and attend residential courses or seminars, or any other compulsory study activities required for successful completion of the course of study; and
  - b. up to 42 hours leave with full pay each semester for study activities.
- C7 Staff undertaking studies on the campus of a tertiary institution (i.e. not those covered in clause C10 of this agreement) may apply for up to 75 hours of leave with pay per semester, subject to discussion with the manager, to travel to and attend study activities approved under the OPH *Study Support Scheme*.
- C8 Study leave without pay may be granted by the Agency Head for a maximum period of 12 months to allow employees to undertake full-time study. Periods of study leave without pay for periods longer than 12 months will be considered in exceptional circumstances. Study Leave without pay does not count as service for any purpose



except as provided for under the, the *Superannuation Act 1976*, the *Superannuation Act 1990* and the *Superannuation Act 2005*.

## **PERFORMANCE MANAGEMENT STRATEGY**

- C9 All employees covered by this agreement are required to participate in the *Performance and Development Scheme (PDS)* and meet their obligations as detailed in the Scheme's Guidelines. The only exception is non-ongoing staff who have been contracted for less than three months and casual employees.
- C10 Features of the PDS:
- a. The primary obligation of all employees under the PDS is to have a new annual Performance Agreement with their manager in place by July 31 each year or within one month of commencing in a different position
  - b. The PDS aims to provide each employee with regular opportunities to discuss with their supervisor performance expectations and the extent to which expectations have been met
  - c. Implementation of Personal Development Plans which allow a structured approach to determining the training and development required to ensure organisational performance requirements
  - d. The Agency develops and implements a corporate training plan on the basis of Strategic Plans, corporate priorities and Personal Development Plans based on the current and future requirements of their job. All employees have a responsibility for identifying with their manager, development requirements for their current job

## **MANAGING UNSATISFACTORY PERFORMANCE**

- C11 Where individual cases of unsatisfactory performance are identified the emphasis of any management intervention will be to assist and guide the employee to improve their performance to a satisfactory level that will enable their skills, knowledge and experience to be retained, and their renewed and continuing effective and positive contribution to objectives and outcomes.
- C12 These unsatisfactory performance provisions do not apply:
- a. during a period of probationary employment
  - b. in cases of suspected breaches of the APS Code of Conduct
  - c. where there is a health related reason for the underperformance
  - d. where an essential qualification has been lost
- C13 The PDS requires a 'meets expectations' level of performance for salary advancement purposes. Where an employee has been identified as underperforming any salary advancement opportunity will be suspended until the underperformance issue is satisfactorily resolved by attaining the level of 'meets expectations'.
- C14 Managers who identify underperformance issues will undertake immediate and reasonable informal measures to address the issues with the employee before proceeding to formal underperformance management procedures.
- C15 An employee may be accompanied by a person of their choice during any part of the informal and formal proceedings, to support and assist them.
- C16 The manager will discuss the underperformance issues with the employee and clearly explain where performance is not satisfactory. The manager and employee must promptly and jointly develop and implement strategies to address the underperformance. These strategies should be given a reasonable period (four to

eight weeks) to take effect before any formal underperformance procedures are implemented.

- C17 Where despite such efforts outlined above performance continues to fall below the standard expected a formal performance assessment process will commence. This will be managed under the Agency's Performance and Development Scheme and includes the requirement to formally notify the employee in writing of the following:
- a. how the employees performance is not meeting the standard expected;
  - b. that performance needs to improve;
  - c. how the employees performance will be assessed
  - d. the period of time over which performance will be assessed;
  - e. the possible consequences if the employee has not attained and sustained the required standard by the end of the assessment period
- C18 An employee has the right to respond to a notice issues in accordance with paragraph C19 and be represented or have a support person present during performance discussions between the employee and their supervisor
- C19 The formal assessment period will usually be no less than 8 weeks, unless a shorter period would be of benefit to the employee. Where the employees performance remains unsatisfactory following a formal assessment period, the Agency Head may determine that the employees be reduced in classification, reassigned to other duties or have their employment terminated.

## **SALARY INCREASES THROUGH PAY POINTS**

- C20 Salary advancement through classification pay points within each level is based on a six month qualifying period and the rating of 'meets expectations' being received by the employee.

## **SALARY INCREASES**

### **Remuneration Outcome**

- C21 The following salary increases will apply:
- a. 3% salary increase from the first full pay period following the commencement of the agreement
  - b. 2% salary increase 12 months from commencement of the agreement
  - c. 1% salary increase 18 months from commencement of the agreement

## **PAY PROGRESSION**

### **Eligibility**

- C22 Annual pay progression applies only to the following employees:
- a. ongoing employees (at their substantive level)
  - b. non-ongoing (excluding casual employees) employees who have an initial contract greater than 12 months in duration
- C23 The basis for pay progression (salary advancement) through ongoing pay points in the employees classification is that the employee 'meets expectations' under the PDS based on assessment of the employee's performance in accordance with:
- a. the Australian Public Service work level standards for their classification
  - b. the terms of their individual Performance Agreement
  - c. other applicable employment instruments under the *Public Service Act 1999*

- C24 An employee will only be eligible for the percentage pay increases if they:
- a. participate in the PDS with performance agreements in place for the previous financial year and have been assessed against their agreement as 'meets expectations'
  - b. complete the mandatory corporate learning components, which may vary from year to year and are agreed to by the Agency Head
- C25 The calculation will exclude cases of non-completion for reasons not within the control an individual staff member as determined by the Agency Head.

#### **Annual Review**

- C26 Employees who are eligible for annual progression will have an annual review of their performance through the PDS, timed to coincide with advancement on 1 July each year provided the employee has been on the current ongoing pay point, for at least six months prior to 1 July.
- C27 Where an employee's performance is assessed as not meeting expectations under the PDS through their annual performance review, they will not be eligible to progress to the next pay point in their classification until the next annual performance assessment.
- C28 The Agency Head may progress an employee's salary to a higher pay point within the same APS classification, at anytime, subject to the employee's performance being assessed as 'meets expectations' , where the agency has a suitable business need.

#### **Effect of Paid Leave, LWOP or working in another Agency**

- C29 Eligibility for pay progression is not affected by paid leave, or work in another Commonwealth agency, where the employee's supervisor provides an assessment under their own performance management scheme. Employees who take leave without pay must have worked in the Agency for at least six months of the 12 months prior to 1 July, to be eligible for pay progression.

#### **POSITION CLASSIFICATION, POSITION TITLES AND SALARY RATES**

- C30 Positions will be classified under the APS classification structure and remunerated as per Schedule 1 as appropriate.

## PART D – REMUNERATION

### PAYMENT OF SALARY

- D1. Employees will be paid fortnightly and the fortnightly rate of pay will be calculated using the following formula:

$$\text{Fortnightly pay} = \text{Annual Salary} \times \frac{12}{313}$$

- D2. Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution account of their choice.

### RATE OF SALARY

- D3. Annual salary rates are set out in Schedule 1 of this agreement.

### SALARY ON ENGAGEMENT OR PROMOTION

- D4. On appointment, promotion or movement from another agency, salary will generally be payable at the minimum point of the salary scale applicable to the work value level of the job. The Agency Head may authorise payment of a salary above the minimum point in the salary range in the following circumstances:
- a. where the experience, qualifications and skills of the employee justify the higher salary
  - b. on promotion or movement from another agency, where the salary or higher duties salary prior to promotion was equal to or exceeded the minimum salary of the new classification, salary will be payable at the minimum point within the salary range that is higher than the previous salary or higher duties salary (unless the previous salary or higher duties salary was equal to or higher than the highest salary point for the new classification) or
  - c. on engagement or movement or promotion from another Australian Government Agency, the Agency Head may agree to preserve an employee's pre-existing salary, including a salary that exceeds the maximum rate for the classification under this agreement until such time as that salary is exceeded by the relevant salary that would otherwise be payable under this agreement.
- D5. Where, at the time of engagement, an employee's salary is set at an incorrect salary point, the Agency Head, may authorise in writing the payment of the employee's salary at the correct salary point.

Note: 'Engagement' is the term used in the *Public Service Act 1999* to refer to the commencement of both ongoing and non-ongoing employment.

### SALARY MAINTENANCE

- D6. At the discretion of the Agency Head, a person moving whose salary in their previous APS agency (current equivalent APS Classification Enterprise Agreement salary) exceeds the current maximum of the relevant classification level in this agreement, will be maintained on their current salary until such time as their salary (at that classification level) is absorbed by Agency pay increases.

## **SALARY ON REDUCTION**

- D7 Where an employee permanently moves to a lower classification (for reasons other than misconduct or under performance), salary will be payable at the top point in the salary range of the lower classification unless agreed to by the employee.

## **PAYMENT ON DEATH**

- D8 Where an employee dies, or the Agency Head 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 the legal personal representative, or executor of the will of the former employee of an amount to which the employee would have been entitled on resignation or retirement. Any monies owing to the Commonwealth as a result of advanced annual leave credits will be waived.

## **SALARY PACKAGING**

- D9 All employees covered by this agreement can access the *Salary Packaging Scheme*.
- D10 Where an employee takes up the option of salary packaging on a 'salary sacrifice' basis, unless otherwise specified in the *Salary Packaging Scheme* guidelines, the employee's pre-sacrifice salary will be salary for all purposes.
- D11 Any fringe benefits tax and administrative costs incurred by OPH in relation to flexible remuneration packaging arrangements are to be met by the employee.

## **EMPLOYER SUPERANNUATION CONTRIBUTIONS**

- D12 The agency will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- D13 Where an employee has chosen an accumulation superannuation fund other than the PSS Accumulation Plan (PSSap), the employer contribution will be the same percentage of the fortnightly superannuation contribution salary as that required for employees who are members of PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

*Note: At the time of commencement of this Agreement the rate of PSSap employer contribution is 15.4 percent.*

- D14 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
- D15 The Agency Head may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the agency's payroll system.

## **PART E – ALLOWANCES**

### **HIGHER DUTIES ALLOWANCE**

#### **Principles**

- E1 The decision to fill a non-ongoing vacancy (i.e. for periods up to six months or more) will be made by the manager of the particular area having regard to the operational requirements of the area at that time, noting that temporary reassignment of duties at a higher level can be an effective development activity.
- E2 Employees who are required to temporarily perform the duties of a higher classification level will be remunerated with a higher duties allowance on the following basis:
  - a. payment will generally be made at the minimum pay point
  - b. the delegate can determine a higher pay point for temporary reassignment in the classification range having regard to the work to be undertaken and the employee's capacity to undertake the work
  - c. for periods of continuous temporary reassignment greater than 10 days, a higher duties allowance will be paid for the entire period
  - d. where an employee is not required to perform all the duties of a higher classification the higher duties allowance may be determined by the manager at a lower classification having regard to the partial duties to be performed
- E3 Where a higher duties period is extended so that the temporary reassignment is continuous, this will be regarded as one period.

#### **Temporarily Reassigned SES Duties**

- E4 The Agency Head will determine higher duties allowance and other benefits for employees temporarily reassigned to perform duties at the SES level.

#### **Payment During Leave and Public Holidays**

- E5 An employee receiving a higher duties allowance for a higher level work, and granted paid leave or observing a public holiday continues to receive the allowance during that absence. However, the allowance must only be paid up to the date that the employee would have worked at the higher level had they not been on leave.

#### **Review of Higher Duties Salary Pay Point**

- E6 There is no automatic annual progression through pay points for temporary reassignment of duties. Managers may review and change, in consultation with the employee, the higher duties pay point at any time during the period having regard to the work to be undertaken, the employee's capacity to undertake the work and the employee's performance being assessed as 'meets expectations' or higher.

#### **Staff may Request to Refuse Temporary Reassignment**

- E7 Staff may request to refuse temporary reassignment at a higher level, and subject to operational requirements, such a request will not be unreasonably refused.

### **TEMPORARY REASSIGNMENT OF DUTIES AT A LOWER LEVEL**

- E8 Should an employee wish to be temporarily reassigned the duties of a classification lower than their permanent classification, the Agency Head will reduce the employee's salary rate for a specified period, by instrument in writing, following a written request from the employee.

- E9 When making this decision, consideration will be given to the operational requirements of the agency and the employee's reasons for requesting the temporary reduction, including personal circumstances.

### **OVERTIME DUTY**

- E10 Employees in classifications at the APS 1-6 levels who are required or requested by their manager to work outside the bandwidth, or on weekends or public holidays will be paid at overtime rates (subject to clause E17-20 below). Overtime on a normal working day is only allowed outside the bandwidth, or where an employee is required or requested by their manager to continue work after they have completed 9 hours of work on that same day (excluding lunch and other breaks).
- E11 Where a part-time employee is required or requested by their manager to work extra duty outside their standard working hours the provisions of clause E17 will apply.
- E12 Where an employee who has a flex debit is requested to work overtime, they must eliminate their flex debit (at the overtime rate) before overtime is payable.

### **Overtime Related Dependant Costs**

- E13 Where an employee is requested and agrees to work overtime and extra care dependant costs are incurred, the provision of clauses I4 & I5 of this Agreement may apply. The estimated cost of the additional care must be declared to the manager beforehand.

### **Rest Break**

- E14 Employees are required to have a rest break of at least 10 hours including reasonable travelling time, between ceasing duty on any day (or shift) and commencing work on the next day (or shift). Where such a break is not possible, the staff involved will be paid double ordinary time rates until they have such a break.

### **Option to Take Time off in Lieu**

- E15 Where an employee would prefer to take time in lieu rather than receive payment for overtime duty, and their manager agrees to that arrangement, they are entitled to take that time at the same rate they would have received as an overtime payment, and may add it to their flex credit.

### **Overtime – Rate of Payment**

- E16 Overtime is calculated on the basis of ordinary base salary. Penalty rates, and commuted penalties are not included in the calculation of overtime. Overtime rates are payment for full hours or part thereof rounded to the nearest 15 minutes.

- E17 Overtime duty is payable at the following rates in accordance with the provisions outlined below:

OVERTIME PERIOD RATE	RATE
Monday to Friday (outside bandwidth hours)	150% of salary for the first 3 hours, and 200% for each hour worked thereafter
Saturday	150% of salary for the first 3 hours, and 200% for each hour worked thereafter
Sunday	200% of salary for each hour worked
Public Holidays (within ordinary hours)	150% of salary for each hour worked (as employees are already receiving payment for the public holiday at single time rates)
Public Holidays (outside ordinary hours)	250% of salary for each hour worked

#### **Payment for Weekends and Public Holidays**

- E18 Where an employee is requested and agrees to work overtime on a weekend or public holiday, they will be paid for a minimum period of 2 hours at the appropriate overtime rate.

#### **Emergency Duty**

- E19 Where an employee is called on duty by the Agency Head to respond to an emergency at a time when they would not normally have been on duty, and they were given no notice of such a call prior to ceasing ordinary duty, they will be paid for the emergency duty at the rate of double time. The period for which this emergency payment will be made will include time necessarily spent travelling to and from duty. The minimum emergency payment under this clause will be 2 hours at double time. This clause only applies to employees in the APS 1-6 levels.

#### **Overtime for Executive Level Employees**

- E20 Other than in exceptional circumstances approved by the Agency Head, executive level employees (and equivalents) are not eligible to receive overtime payments.

#### **MEAL ALLOWANCE**

- E21 A Meal Allowance as set out in Schedule 2 is payable where an employee works more than two hours overtime duty on a weekday/normal rostered work day or more than five hours overtime duty on a weekend or public holiday. A further meal allowances will be payable for each additional period of overtime which exceeds five hours and where a meal break is taken.
- E22 A Meal Allowance is not payable if the employee is provided with substantial food by the agency or in connection with their work for the agency.

#### **RESTRICTION ALLOWANCE**

- E23 An employee may be required to be contactable and available to perform extra duty outside the hours of 8.30am to 5.00pm for employees using flextime and outside of rostered hours for rostered employees. To be eligible for Restriction Allowance employees are required to be immediately contactable, have some restrictions placed on their mobility such as distance from work and be ready and available for work.



- E24 An employee will be paid Restriction Allowance for each hour they are required to be on restriction duty at the following rate:

ALLOWANCE	FLAT RATE
Restriction	8.5% of salary

- E25 Salary for the purpose of calculation of the allowance will include temporary re-assignment loading and any other allowances in the nature of salary.
- E26 An employee who is required to perform duty while on Restriction Allowance will be paid overtime. Payment of overtime for any one day will be:
- if the employee is not required to be recalled to the place of work, payment in accordance with overtime provisions, the minimum payment being for one hour; or
  - if the employee is recalled to the place of work, payment in accordance with overtime provisions, the minimum payment being for three hours.
- E27 The Agency Head may determine an alternative Restriction rate, which may include the payment of overtime during a Restriction period, having regard to the circumstances of the restriction situation.
- E28 Where more than one attendance or call is involved, the minimum payment provisions will not operate to increase an employee's overtime payment beyond that to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.

#### **FIRST AID/HEALTH AND SAFETY REPRESENTATIVE/FIRE WARDEN/HARASSMENT CONTACT OFFICER ALLOWANCE**

- E29 An allowance in accordance with Schedule 2 of this agreement will be paid to an employee who:
- possesses a current first aid certificate from a Registered Training Organisation, at Senior First Aid Level 2 or a nurse registered with a State/Territory Nursing Board and who is designated by the Agency to undertake first aid responsibilities; or
  - has been appointed, as a Health and Safety Representative or a Fire Warden for a designated work group and who has completed the appropriate training; or
  - has been appointed as a Harassment Contact Officer and who has completed the appropriate training.
- E30 Allowance counts as salary for all purposes. Where an employee covers two or more roles only one allowance will be paid per fortnight.

#### **MOTOR VEHICLE ALLOWANCE**

- E31 Where the Agency Head considers that it will result in greater efficiency or involve less expense, they may authorise an employee to use a private car owned or hired by the employee at their own expense for official purposes, subject to the employee providing proof that, for the period of the journey, they have comprehensive insurance on the vehicle, that the vehicle is registered, and that they possess a current drivers licence.
- E32 Where so authorised, an employee will be entitled to a motor vehicle allowance in accordance with the relevant Australian Taxation Office rates.

## **TRAVEL ALLOWANCES (TA)**

### **Eligibility for Travel Allowance**

- E33 Employees required to travel between centres in Australia for official work purposes which require an overnight absence will be entitled to an allowance in respect of meals, accommodation, and incidental expenses. The agency refers to the travel rates published by the Australian Taxation Office and will adopt the rates as varied from time to time.
- E34 TA (accommodation, meals, and incidentals) is only payable on day of departure where an employee is authorised or required by the agency to stay in lodgings, hotels or motels while travelling on official business.
- E35 TA is only payable during the day of return travel to the usual place of work where the employee was required to stay in lodgings, hotels or motels the previous night while travelling on official business.

### **Domestic Air Travel**

- E36 Employees are entitled to economy class travel where required to travel on official business within Australia.
- E37 When travelling by air, employees are required to utilise the lowest practical price.

### **Eligibility for Part Day Travel Allowance**

- E38 Employees required to be absent from their usual place of work on official business for a period of not less than 10 hours but not absent overnight, will be paid an allowance in accordance with Schedule 2 of this agreement unless the employee increases the period of the trip to 10 hours or more as a result of personal consideration.

### **Method of Payment**

- E39 TA will be paid to an employee's nominated bank, building society or credit union account at least two days prior to the travel, provided that the Finance Section receive the travel approval at least five working days prior to the travel.
- E40 Where an employee is required to travel with less than five days' notice, provision may be made for emergency payments to an employee's nominated bank, building society or credit union account.

### **Administration of Travelling Allowance**

- E41 The Parties to this agreement note that the agency will continue to examine options to improve the efficiency of the administration of travelling allowance. In introducing any changes the agency will ensure the current standards of accommodation, meals and incidentals will be maintained. The Agency recognises that some special arrangements may be needed on occasions for employees travelling in remote or regional areas. Any guidelines for their use will be developed through the normal consultative process.

### **Adjustment to Payments**

- E42 Where the Agency Head is satisfied that the overall travelling allowance is insufficient to cover reasonable expenses, an adjustment to the allowance will be made.

### **Reduction of Allowance in Certain Circumstances**

- E43 Where an employee is provided with accommodation and/or meals, either at the Agency's expense or as a consequence of their official duties, the employee will have their rate of allowance reduced by each individual component provided.

### **Repayment of Allowance**

- E44 Employees who fail to undertake arranged travel, or undertake travel for a lesser period than anticipated will repay any amount of allowance in excess of their actual entitlement.

### **REVIEW TRAVEL ALLOWANCE**

- E45 Where an employee is required to reside in the one locality for a period greater than 21 days, they may be paid an allowance as set in the *Relocation Assistance Guidelines*.
- E46 The Agency Head may waive the employee contribution where the employee is maintaining two households. Further information can be found in the *Relocation Assistance Guidelines*.
- E47 The Agency Head may reimburse reasonable and unavoidable continuing expenses incurred at the home locality where an employee has not let or sublet their home.

### **RELOCATION ALLOWANCES**

#### **Approval of Reasonable Relocation Costs**

- E48 The Agency Head may approve reasonable costs associated with relocation from one locality to another upon engagement, movement or temporary reassignment, with discretion as to the overall package. Where the Agency Head determines that exceptional circumstances exist, alternate or additional flexible provisions to facilitate movement of an employee may be approved. Where approved, relocation costs will be outlined in the letter of offer or as otherwise in writing.

### **OVERSEAS TRAVEL SUPPORT**

- E49 The Agency will provide support for employees required to travel on official business overseas. Further information is available in the Agency's Accountable Authority Instructions.

## **PART F – MANAGING WORK**

### **HOURS OF DUTY**

#### **Ordinary Hours of Duty**

- F1 For full-time employees covered by this agreement the ordinary hours of duty are 37 hours 30 minutes per week, to be worked on the basis of seven hours and 30 minutes per day, Monday to Friday.
- F2 Ordinary hours of duty are considered to be worked on Monday to Friday between the hours of 8.30am to 12.30pm and 1.30pm to 5.00pm (7 hours 30 minutes per day).
- F3 For part-time employees, ordinary hours are the regular hours agreed in their *Part-Time Work Agreement*.

#### **Core Hours**

- F4 All employees must attend work during core hours unless they have the prior approval of their supervisor to be absent on flex or other leave. Core hours for full-time employees are usually 9.30am to 12.00 noon and 2.00pm to 3.00pm Monday to Friday.
- F5 Where an employee is unexpectedly unable to attend work a concerted effort must be made by the employee or their nominee to contact the employee's supervisor before the commencement of core hours.

#### **Recording Attendance**

- F6 APS 1-6 employees are required to record each day, their actual time of arrival, departure, and any breaks taken in Timekeeper. Executive level employees will keep an attendance diary.

#### **Meal Break**

- F7 Employees must take a minimum meal break of at least 30 minutes after no more than five hours continuous work.

### **FLEXTIME**

- F8 The flexible working arrangements apply to employees employed in classifications at APS1-6 level (except those who work on a roster basis).
- F9 Under the flextime arrangements employees can either work their required or regular hours of duty in a flexible manner, or in respect to a settlement period, elect a working pattern (following consultation with their manager) that will enable the employee to nominate those days over the course of the settlement period that will be covered by flex leave. Approval of such arrangements is subject to operational requirements.
- F10 For the purposes of calculating flextime the working day is 7 hours 30 minutes.

## **Responsibilities of Employees and Managers**

- F11 Employees and managers will take joint responsibility for ensuring that flex credit and debit maximums are not exceeded. Employees shall take all reasonable steps to balance their flex credits and debits, and managers shall take reasonable steps to ensure that staff are not continuing to build excessive flex credits without the opportunity to access flex leave.

## **Flextime Bandwidth**

- F12 The span of hours (flextime bandwidth) during which employees may work their ordinary hours of duty is usually 7.00am to 7.00pm, Monday to Friday. It is expected that these flextime bandwidth hours will meet most operational requirements.
- F13 After discussion and general agreement with employees, the Agency Head may vary the flextime bandwidth for the workplace. However, the maximum period over which the bandwidth may be set is 12 hours.

## **Settlement Period**

- F14 Subject to approval, employees covered by the *Flexible Working Arrangements Scheme* may adjust how they work their total ordinary hours over a 'four week settlement period' (i.e. 150 hours), commencing on a Thursday payday and finishing on a Wednesday.

## **Maximum Flex Credit**

- F15 A flex credit is the accumulation of flextime in excess of the ordinary hours of duty (150 hours) over a settlement period.
- F16 Subject to clause E15, flex credits cannot be accumulated outside the flextime bandwidth hours. Where employees are required by managers to work outside the bandwidth, usually 7.00am to 7.00pm, overtime is payable.
- F17 A flex credit of 37.5 hours is the maximum an employee may carry over from one settlement period to the next, and this credit may be carried indefinitely.
- F18 Subject to operational requirements, there is no limit on the amount of flex leave that may be taken during a settlement period. Flex leave may be taken in conjunction with all forms of other leave except for Long Service Leave (LSL), in so far as it does not constitute a break in LSL, as outlined in clause H52

## **Maximum Flex Debit**

- F19 A flex debit occurs when the time worked is less than ordinary hours of duty (150 hours) over a settlement period.
- F20 A flex debit of 10 hours is the maximum an employee may carry over from one settlement period to the next, and it may be carried indefinitely. Where an employee exceeds this maximum, they must take either leave without pay or annual leave to reduce their debit back to a maximum of 10 hours.
- F21 Flex debits up to the maximum of 10 hours may be carried between Sections as employees move around the Agency. However, when an employee is ceasing employment with the Agency (to work with another employer either ongoing or non-ongoing) or the APS, they must either work off their debit, or the equivalent salary amount will be debited from the last pay they receive from the Agency.

### **Carry Over and Payment in Lieu of Flex Credits**

- F22 Where a manager certifies that due to operational requirements an employee was unable to access flex leave prior to leaving their section and the employee:
- a. moves between sections, they may carry their flex credits with them (up to the maximum of 37.5 hours) to the new section or where this is not possible, they will receive payment in lieu of their flex credit (up to a maximum of 37.5 hours) at single time rates.

### **Working Extensive Hours**

- F23 In exceptional circumstances employees may be required to work reasonable additional hours over a period of time to meet high priority operational requirements.

### **TRAVELLING TIME**

- F24 Employees at APS 1 to 6 levels required to travel within Australia on business may include the travel time as working hours on their attendance record. Employees at other levels are expected to travel for reasonable periods of time outside normal business hours where this is necessary to perform their work.

### **REVERSION TO ORDINARY HOURS**

- F25 Employees may be reverted to ordinary hours where:
- the supervisor reasonably considers the employee's attendance is unsatisfactory and/or
  - the supervisor reasonably considers that the employee is misusing the flexible working arrangements
- F26 Where an employee is absent from duty without approval, flexible working arrangements and flex leave will cease to be available until the employee resumes work or is granted leave.
- F27 Where a full time employee has been reverted to ordinary hours, they will work the prescribed ordinary hours of duty, i.e. 7 hours and 30 minutes per day, from 8.30am to 12.30pm and 1.30pm to 5.00pm. Part-time employees will revert to the ordinary hours of their part-time work arrangement.
- F28 Access to flexible working arrangements may be restored where a supervisor is satisfied that an employee's attendance is satisfactory.
- F29 Where employees who have been reverted to ordinary hours is required to work additional hours, they will receive overtime payments for all duty performed outside their ordinary hours of duty.

## WORKING ARRANGEMENTS FOR EXECUTIVE LEVEL EMPLOYEES (& EQUIVALENTS)

### Flexible Working Arrangements for Executive Level employees

- F30 The parties to this agreement recognise that the hours of duty of executive level employees (and equivalents) are not regular or easily categorised. While the *Flexible Working Arrangements Scheme* does not apply to executive level employees (and equivalents), managers have an obligation to allow these employees flexibility in their working arrangements, including hours of work, and have the authority to grant time off in recognition of additional hours worked, where it is considered such hours are in excess of agreed working arrangements.

### Agreement on Working Arrangements

- F31 The working arrangements for an EL employee should be agreed at the section or branch level through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and allow the employee to balance their work and life. If, after discussion, agreement cannot be reached, the manager will determine an appropriate working arrangement. The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload, and include any reasonable additional hours. The agreed pattern of hours is to be recorded. A supervisor may grant time off in lieu (TOIL) in recognition of reasonable additional hours worked, subject to operational requirements. TOIL is not required to be granted on an exact time for time basis and may be taken as whole or part days and in conjunction with approved leave.

## PART-TIME WORK

- F32 A full-time employee may request in writing to work on a part-time basis, either for a specified period or on an ongoing basis. The Agency Head (delegate) may approve a request for part-time work. Requests for part-time work or job sharing should be considered in light of operational requirements and cost effectiveness. The Agency Head (delegate) must advise the employee and Manager Human Resources and Governance in writing of the outcome of their request within three weeks of the lodgement of the request.
- F33 Remuneration and other conditions, except long service leave and expense related allowances are calculated on a pro-rata basis. Long service leave is calculated in accordance with the LSL Act and expenses related allowances are paid at the same rate as for a full time employee
- F34 Part-time work arrangements, including variations, must be set out in a written *Part-Time Work Agreement* between the employee and manager, and copied to the Human Resources section. The agreement must specify:
- a. the part-time hours to be worked during a settlement period
  - b. the standard hours to be worked
  - c. the duration of the agreement
  - d. dates for a periodic review of the part-time work arrangement
  - e. any specific arrangements that are necessary to facilitate part-time work
- F35 Part-time hours included in a *Part-Time Work Agreement* must be within the bandwidth hours as specified in clause F12.
- F36 A manager may initiate the introduction of part-time employment after consideration of the operational requirements and cost effectiveness. A full-time employee will not

be required to convert to part-time hours, or a part-time employee extend or reduce their part-time hours without their agreement.

- F37 A full-time employee who has approval to work part-time must revert to full-time employment at the end of the agreed period unless an extension has been approved. A request to revert to full-time hours prior to the end of the agreed period, or vary the number of hours worked, should be considered in light of operational requirements and cost effectiveness.
- F38 Where during an agreed period of part-time work, a manager requires an employee to change their regular pattern of work due to operational requirements, the manager will consult with the employee and after consultation will provide the employee with a minimum 28 days notice and recognise the employee's work/life balance.
- F39 The part-time work agreement must ensure that any single period of attendance is not less than three hours.
- F40 A part-time employee may access the *Flexible Working Arrangements Scheme* under the same arrangements as full-time employees, by arrangement with their supervisor, on a pro-rata basis.
- F41 A manager may require a part-time employee to perform additional duty to meet operational requirements (i.e. more hours than agreed as their regular part-time hours over the settlement period in their *Part-Time Work Agreement*). For employees up to and including APS 6 level, short-term additional duty should be managed at the local level through the *Flexible Working Arrangements Scheme*. The employee may elect to have the additional duty paid as overtime in accordance with the provisions of clauses E17-20, substituting the words 'regular part-time hours' for 'bandwidth hours' and 'ordinary hours'. For employees on rosters, overtime will apply for hours worked outside these rosters.
- F42 A short-term variation of hours of work, for periods less than a settlement period, will not be taken into account in calculating a part-time employee's next accruing leave entitlement.

### **Job Sharing**

- F43 The Agency encourages and will facilitate the use of job sharing arrangements where feasible and with the agreement of the employees. Part-time work can be used for job sharing arrangements where both employees are at the same classification level.
- F44 Where the use of job sharing arrangements would result in greater operational efficiency, the Agency Head may, after consultation, require two part-time employees at the same classification level with similar duties and compatible patterns of work, to enter into a job sharing arrangement, taking into account the need for the duties to be performed on a continuing basis. At least 28 days notice must be given to the employees.

### **FLEXIBLE WORK ARRANGEMENTS**

- F45 Eligible employees have a right to request flexible working arrangements in accordance with the *Fair Work Act 2009*. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying services (the Agency Head may waive this requirement in exceptional circumstances).
- F46 A casual employee may only request flexible work arrangements if the employee:
- a. is a long term casual employee immediately before making the request; and



- b. has reasonable expectation of continuing employment on a regular and systematic basis.

*Note: 'long term casual employee' is defined at s.12 of the Fair Work Act 2009*

F47 A request made in accordance with clause F45 must be in writing and set out details of the change sought and the reasons for the change. The Agency Head will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.

F48 For the purposes of clause F45 and F46:

- a. 'qualifying service' means service that is recognised for redundancy pay purposes;
- b. 'casual' means an employee engaged on an irregular or intermittent basis.

## **PART G – ROSTERED EMPLOYEES & CASUAL EMPLOYEES**

### **APPLICATION**

- G1 Employees may be engaged in, promoted to, or assigned duties of jobs that are subject to a roster under the provisions of this Part.
- G2 The provisions in this Part apply only to rostered employees (clauses G1 to G27) and to casual employees (clauses G28 to G37) rostered to perform ordinary duty including on Saturdays, Sundays and Public Holidays.
- G3 When there is a conflict between the conditions in Part G and the terms in the remaining parts of the agreement, the conditions specified in Part G will apply.

### **ROSTERED HOURS**

- G4 For the purpose of this agreement a rostered employee is an employee who works to a specified roster. A roster specifies a regular agreed fixed pattern of work with fixed daily hours.
- G5 The roster will specify the employees who are to work the roster and the commencing and finishing times.
- G6 Hours of duty for rostered employees are those agreed in individual work arrangements.
- G7 Staff employed on a roster basis are not covered by the *Flexible Working Arrangements Scheme* (clauses F8-29).
- G8 Rostered employees whose rostered hours average less than 150 hours over a settlement period, are part time employees.
- G9 Rostered employees who work part-time, will receive equivalent pay and conditions to full-time employees, on a pro rata basis.
- G10 Changes to rostered hours of duty can be by mutual consent at any time or by amendment of the roster with 10 working days notice given by the manager to affected employees. In the absence of 10 working days notice, employees will be paid overtime for work outside the previously rostered hours of duty. Payment on this basis will be continued for each changed shift until employees have received 10 working days notice of shift change.
- G11 Employees working on a roster basis may exchange shifts or rostered days off by mutual agreement, with the consent of the manager, and provided that the arrangement does not give any employee an entitlement to overtime payment. Any exchanges will only be on a like for like basis and should be recorded appropriately in Timekeeper. (i.e. Mon-Fri for Mon-Fri, Sat for Sat, Sun for Sun, Public Holiday for Public Holiday)

## OVERTIME

- G12 Where employees employed on a roster basis are required to work additional hours, they will receive overtime payments (as at clause G13) for all duty performed outside their rostered hours. An employee may elect to accrue TOIL at overtime rates in lieu of overtime payments subject to operational requirements and approval of the Agency Head. Where an employee ceases employment with the Agency and their manager certifies that they were unable to access their time in lieu credits prior to ceasing, they will receive payment for their credits. A TOIL credit of 37.5 hours is the maximum and employee may carry over from one settlement period to the next, and this credit may be carried indefinitely.
- G13 Any period of overtime performed on a rostered day will be continuous with normal rostered hours, subject to clause G24 and G27.
- G14 Overtime duty is payable at the following rates in accordance with the provisions outlined below:

OVERTIME PERIOD RATE	RATE
<b>Monday to Friday</b> (outside rostered hours)	150% for each hour, (or part thereof rounded to the nearest 15 minutes) worked for the first 3 hours, and 200% for each hour worked thereafter
<b>Saturday</b> (outside rostered hours)	150% for each hour worked for the first 3 hours, and 2 hours for each hour worked thereafter
<b>Sunday</b> (outside rostered hours)	200% for each hour worked
<b>Public Holidays and Easter Saturday</b> (outside rostered hours)	250% for each hour worked

### Payment for attendance on a rostered day off

- G15 Where a rostered employee is requested and agrees to work overtime on a rostered day off, they will be paid for a minimum period of 2 hours at the appropriate overtime rate.
- G16 Due to the nature of operations and operating requirements – i.e. open to the public every day except Christmas day rostered staff are expected to work on public holidays.
- G17 If a rostered staff member is rostered on and they request a public holiday off and it is approved by their manager they will receive payment at ordinary time rates with no deduction of leave.

## COMMUTED PENALTY PAYMENTS

- G18 Employees who work on a roster basis are in receipt of Commuted Penalty Payments.

- G19 Rostered employees will, instead of being paid shift penalties for ordinary work performed on weekends as set out in the table below, receive a commuted penalty which is an additional amount equivalent to 21.5% of the full time equivalent salary. Penalty rates for Public Holidays will be paid as set out in the following table: This amount will be paid on a fortnightly basis and will count as salary for superannuation and paid leave purposes

<b>Rostered time of ordinary duty</b>	<b>Penalty rate</b>
Ordinary duty performed on Saturday*	50%
Ordinary duty performed on Sunday*	100%
Ordinary duty performed on a public holiday and Easter Saturday (rostered on)	150%
Public Holiday and Easter Saturday (rostered on during Planned Leave)	Penalties not paid. The day will not be deducted from Planned Leave

\*Employees in receipt of commuted penalty payments for ordinary hours on weekends are not eligible for penalty rates for Saturdays and Sundays.

- G20 Penalty payments will not be taken into account in the computation of overtime or in the calculation of any allowance based on salary.

#### **Saturday and Sunday rates**

- G21 The percentage rate has been based on rosters where employees work an average of 26 Saturdays (at 50% penalty) and 26 Sundays (at 100% penalty) per year as per the table at clause G14. If rosters are varied (from the average 26 Saturdays and 26 Sundays pattern) during the lifetime of this agreement, a replacement percentage rate will be calculated using the same method of calculation.
- G22 Where employees, other than those working an average of 26 Saturdays and 26 Sundays, commence a rostered working arrangement, which includes some weekend work, the agency will calculate a percentage rate to be paid to those employees in lieu of the penalty rates. This percentage rate will be calculated based on the average number of Saturdays and/or Sundays worked.
- G23 The commuted penalty payment will be made during periods of personal leave, annual leave and other paid leave.

#### **Additional Annual Leave for Rostered Employees**

- G24 Employees who undertake rostered duties on Sundays and/or Public Holidays will accrue additional hours of annual leave at the rate of one-tenth of their average rostered weekly working hours in respect of each such occasion. Additional annual leave will accrue for the first ten occasions in a calendar year only and will be credited on 1 January of the following year.

#### **Christmas Closedown**

- G25 With the exception of casual employees in receipt of a loading in lieu of leave, rostered employees who are required to work during the Closedown period between Christmas and New Year (clause H16 of this agreement), will be entitled to one day TOIL for each Closedown day (not including public holidays) they work. TOIL accrued under this provision must be utilised prior to 31 March of the next calendar year and can only be taken on a weekday (Mon – Fri).

## Breaks

- G26 An unpaid break of at least 30 minutes will be taken as rostered or otherwise directed after no more than five hours continuous work.
- G27 A meal allowance as set out in Schedule 2 is payable where an employee works more than two hours overtime duty on a normal rostered work day or more than five hours overtime duty on a non-rostered day. A further meal allowances will be payable for each additional period of overtime which exceeds five hours and where a meal break is taken.

## CASUAL EMPLOYEES

- G28 A casual employee is an employee engaged under section 22(2)c of the *Public Service Act 1999* to undertake duties that are of an intermittent or irregular basis with no guarantee of hours per fortnight.
- G29 At the time a casual employee is offered hours of work, the commencing and finishing times for that shift will be specified.
- G30 Casual employees will receive a salary loading of 25% loading in lieu of public holidays and all paid leave entitlements, other than long service leave. Such employees will accrue long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*. The loading is calculated in accordance with the employee's base annual salary rate.
- G31 Casual employees are entitled to two days unpaid Personal (Carer's) Leave per each permissible occasion and two days unpaid Compassionate Leave per permissible occasion.
- G32 Casual employees in receipt of the 25% loading in lieu of annual leave, personal leave, and public holidays on which the employee is not rostered to work are not entitled to additional annual leave for Sundays worked as referred to in clause G24.
- G33 The minimum shift for a casual employee will be two hours.
- G34 Split shifts will not be used.
- G35 Casual employees employed on an irregular or intermittent basis to perform ordinary duty will be paid the following penalty rates on top of their salary loading:

Rostered time of ordinary duty	Penalty rate
Ordinary duty performed on a shift (Monday – Friday), any part of which falls between 6pm and 6.30am	15%
Ordinary duty performed on Saturday	50%
Ordinary duty performed on Sunday	100%
Ordinary duty performed on a public holiday	150%

## Breaks

- G36 An unpaid break of at least 30 minutes will be taken as directed after no more than five hours continuous work.
- G37 In addition, casual employees will be entitled to one paid break of 15 minutes per shift, provided the shift extends beyond three hours.

## **PART H - LEAVE PROVISIONS**

- H1 OPH's leave entitlements will be fair, based on mutual trust, and provide all employees with adequate rest and support during times of need.
- H2 Wherever possible prior approval for leave will be obtained, and the type of leave disclosed. Where an employee is absent from duty without approval, all pay and allowances provided under this agreement, e.g. flextime, cease to be available until they resume duty or are granted leave. Such absences do not count as service for any purpose.

### **ANNUAL LEAVE**

- H3 Employees will accrue the equivalent of 20 days (150 hours) annual leave per year of service, and unused annual leave will accumulate. Annual leave will accrue progressively. Annual leave will not accrue during periods that are taken as not to count as service. Part-time and fixed daily hours rostered employees will accrue a pro-rata credit based on the number of hours worked.

#### **Access to Annual Leave**

- H4 Employees may access their annual leave credits as they accrue. Granting of annual leave will be subject to operational requirements but leave will not be unreasonably refused. Employees may request written reasons for the refusal and if requested this will be provided by the delegate.
- H5 Consistent with the purpose of annual leave, employees will be encouraged to utilise their annual leave entitlement.
- H6 Employees who have two or more years annual leave credit (equivalent of eight or more weeks leave or pro rata for part time employees) may be required to take annual leave where such a requirement is reasonable. The employee may be required to take no more than one quarter of the amount of leave at credit at the time the direction is given.
- H7 In special circumstances only (for example where extended leave is to be taken), an employee and manager may agree to defer the quarter amount of leave to the following year. Such an arrangement will not be carried forward to a subsequent year.
- H8 The Agency Head may grant an employee annual leave at either full or half pay, where sufficient credit is available. For annual leave at half pay, a minimum of 1 week full pay annual leave (ie 2 weeks half pay) may be taken at any one time. When annual leave is granted on half pay, annual leave credits will be deducted at half the full pay rate.

#### **Recording and Deducting Annual Leave**

- H9 All annual leave credits will be recorded and deducted in hours and minutes.

#### **Cancelling of Annual Leave or Recall to Duty**

- H10 Where an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to have their annual leave re-credited to the extent of the period that they were recalled and be reimbursed reasonable travel costs and incidental expenses as approved by the delegate not otherwise recoverable under any insurance or from any other source.

## **Payment of Annual Leave Credits on exit from APS**

- H11 In the event of separation from the APS, an employee will be paid out for any remaining credited annual leave entitlement, unless they are joining an agency staffed under the *Parliamentary Service Act 1999* or the *Australian Capital Territory Government Service (Consequential Provisions) Act 1994* in which case the leave entitlements will be transferred to the employee's new employer.
- H12 Payment in lieu will be calculated using the employee's final rate of salary and allowances considered as salary for all purposes as at the date of exit. Higher duties allowance is included as salary for all purposes for payment in lieu of annual leave where it is certified that the higher duties would have continued beyond the date of exit.

## **PURCHASED LEAVE**

- H13 The *Purchased Leave Scheme* enables employees to purchase up to 150 hours additional leave per year paid for by fortnightly salary deductions. Granting purchased leave is subject to operational requirements and approval from the Agency Head.

## **Eligibility for Purchased Leave**

- H14 All employees (excluding casual employees, non-ongoing employees employed for less than 12 months) are eligible to apply for purchased leave. There is no quota on the number of employees who can access Purchased Leave. Further information is available in the *Purchased Leave Guidelines*.

## **CASH OUT OF LEAVE**

- H15 Employees may cash out a portion of their annual leave, where they request so in writing, in accordance with the *Fair Work Act 2009*. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the Agency and the employee. Paid leave must not be cashed out if it would result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks. The employee must have taken at least 15 days leave within the 12 months and can only access the cash out provision once in each 12 month period. The employee will be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

## **CHRISTMAS CLOSEDOWN**

- H16 The Agency will close its normal administrative operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- H17 Non-rostered employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay).
- H18 There will be no deduction from annual or personal/carer's leave credits for the closedown days. This clause does not apply to rostered staff.
- H19 Employees who are required to work on any of these days for operational reasons will be entitled to paid time off in lieu for the equivalent number of normal working days as referred to in clause G25 of this agreement.

## **PUBLIC HOLIDAYS**

- H20 Employees will be entitled to all public holidays provided by the *Fair Work Act 2009* as well as those gazetted by the relevant state or territory government in which they are employed.
- H21 If under a state or territory law, a day or part-day is substituted for one of the public holidays, then the substituted day or part-day is the public holiday.
- H22 The Agency Head 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.
- H23 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.
- H24 Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal/carers leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).
- H25 Payment of higher duties allowance for a public holiday is only payable where the employee is in receipt of that allowance on both sides of the public holiday.
- H26 Where an employee is on leave without pay on either side of a public holiday no payment will be made for the public holiday.

## **PERSONAL/CARERS LEAVE**

- H27 Full time employees will accrue 18 days personal leave per year of service. Part-time and rostered employees will accrue leave on a pro-rata basis. Employees will be able to access the leave as it accrues. Unused personal leave accumulates from year to year. Personal leave will accrue progressively.
- H28 All personal leave credits will be recorded and deducted in hours and minutes, and will accrue on a full-pay basis.
- H29 Personal leave may be used for any period, including periods of one day or less. Personal leave may not be used for annual leave purposes. Eligible employees may choose to use flextime instead of personal leave to address personal needs which cannot be dealt with outside ordinary hours. Employees may elect to take personal leave at half-pay. An employee may be granted leave at half pay. This will result in the period of leave for which the employee is absent being double the amount of leave deducted from the employees credits.
- H30 No personal leave credit will accrue during any periods of leave without pay not to count as service or to an employee after the date of the employee's termination of employment or resignation.
- H31 Personal leave cannot be converted to salary and cashed out upon termination of employment.



H32 Personal leave can be used for purposes of:

- a) Personal illness/injury
- b) To provide care or support for a member of the employees immediate family or household because of illness, injury or unexpected emergency
- c) When the employee is unable to organise alternative care for their child or their usual childcare arrangements are unexpectedly disrupted
- d) For addressing personal needs which cannot be dealt with outside ordinary hours
- e) Attending health appointments
- f) Providing care or support to extended family members or close friends who are ill or require assistance.

Personal leave must not be used for the purposes of "d) – f)" if it would be detrimental to an employee in any respect, when compared to the National Employment Standards under the *Fair Work Act 2009*.

H33 In exceptional situations, and at the Agency Head's sole discretion, the Agency Head may grant an employee who has used all of his or her personal/carer's leave credits additional personal/carer's leave. The employee must provide supporting evidence.

### **UNPAID CARER'S LEAVE**

H34 Where an employee has exhausted their entitlements to paid personal leave, the employee may take two days unpaid carer's leave in accordance with Subdivision B of Division 7 of Chapter 2 of the *Fair Work Act 2009*. On each occasion that a member of the employee's immediate family, or household, requires care or support because of personal illness or injury or an unexpected emergency.

### **Production of Supporting Evidence**

H35 Employees may be granted personal leave with pay (subject to available credits) without production of supporting evidence of up to 10 days in total in a 12 month period. No more than three consecutive days may be taken without a medical certificate. A supervisor may request supporting material from an employee where the absence may be inconsistent with the purpose of personal/carers leave. If requested, the employee is required to provide material supporting the need for the absence.

H36 Medical Certificates from a registered health practitioner will be accepted for personal leave purposes for illness/injury. A registered health practitioner can only issue a medical certificate in respect of the area of practice in which that practitioner is registered or licensed under a state or territory law.

### **Medically Unfit for Duty**

H37 Personal leave will not be debited where an employee is medically unfit for duty or has caring responsibilities on a public holiday which the employee would have otherwise observed.

H38 Should an employee be medically unfit or has caring responsibilities while on annual leave or Long Service Leave the employee may apply for personal leave. Subject to the provision of a medical certificate or other supporting evidence as per Clause H36, annual leave will be re-credited to the extent of personal leave granted and Long Service Leave will be adjusted in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

### **Advancement of Future Personal Leave**

- H39 The Agency Head may, in exceptional circumstances, advance an employee's future personal leave accrual where their current personal leave credit has been exhausted.

### **Access While on Paid Maternity Leave**

- H40 An employee will not be entitled to paid personal leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.

### **Termination on Invalidity Grounds**

- H41 An employee will not, without their consent, have their employment terminated on invalidity grounds before their full pay personal leave credit has been exhausted unless provided by legislation (excluding staff with a current recognised compensable injury) subject to the provisions of clause H31 of this agreement.

### **PORTABILITY OF ACCRUED ANNUAL LEAVE & PERSONAL LEAVE**

- H42 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 transferred, provided there is no break in continuity of service.
- H43 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be recognised.
- H44 For the purposes of this clause:
- a. 'APS employee' has the same meaning as the *Public Service Act 1999*
  - b. 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

### **Portability of leave – former non-ongoing employees**

- H45 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 Agency Head 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**

- H46 Where an employee is absent from duty without approval, the employee's pay and other benefits provided under this agreement will cease to be available until the employee resumes duty or is granted leave.

### **COMPASSIONATE & BEREAVEMENT LEAVE**

- H47 Employees may take paid compassionate leave in accordance with the *Fair Work Act 2009* of two days on each occasion that a member of the employee's immediate family, or household, contracts or develops an illness that poses a serious threat to his/her life or sustains a personal injury that poses a serious threat to his/her life or dies. This is a separate entitlement to personal leave and is provided as paid leave to all employees except casual employees. In addition to this, employees may also

access up to three days leave per bereavement or more at the discretion of managers.

#### **MISCELLANEOUS LEAVE (*WITH & WITHOUT PAY*)**

- H48 Miscellaneous leave may be granted by the Agency Head, having regard to the operational requirements and depending on the purpose of the leave. Further information is available in the *Miscellaneous Leave Guidelines*.
- H49 Approved miscellaneous leave with pay counts as service for all purposes. Approved miscellaneous leave without pay, unless otherwise authorised in writing at the time of approval, will not count as service for any purpose.

#### **PERSONAL MATTERS LEAVE**

- H50 Employees may access up to one day every 12 months (from the date of the first personal matters day taken), on a non-cumulative basis, which is to be granted to an employee, on application, without the need to specify the reason for the absence.

#### **LONG SERVICE LEAVE**

- H51 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- H52 The minimum period during which long service leave can be taken is seven calendar days at full or 14 calendar days at half-pay. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

#### **PARENTAL LEAVE**

- H53 Employees have an entitlement to parental leave in accordance with Division 5 of Part 2-2 of the *Fair Work Act 2009*. On ending the initial 12 months of parental leave, employees may request an extension of unpaid parental leave for a further period of up to 12 months. The second period of unpaid leave is to commence immediately following the initial 12 month leave period.
- H54 Refer to clause F45 of this agreement for details regarding access to flexible work arrangements, including part-time work, on return from Parental Leave.

#### **MATERNITY LEAVE**

- H55 Refer to clause F45 of this agreement, for details regarding access to flexible work arrangements, including part-time work, on return from Maternity Leave.
- H56 Up to twelve weeks paid maternity leave is provided for eligible employees under the *Maternity Leave (Commonwealth Employees) Act 1973*. An employee with an entitlement to paid leave provided by the *Maternity Leave (Commonwealth Employees) Act 1973* will be provided with an additional two weeks paid leave under this Agreement. This additional leave is to be taken immediately following the paid *Maternity Leave (Commonwealth Employees) Act 1973* leave. The first 14 weeks of maternity leave, whether paid or unpaid will count as service for all purposes.
- H57 In order to provide for more flexible administration of Maternity Leave, an employee may elect to either:
- a. take their paid leave entitlement at full pay, or

- b. spread the payment over a maximum period of 28 weeks, at a rate of half normal salary.

H58 When payment is spread over a period of up to 28 weeks, only the first 14 weeks will count as service for any purposes.

#### **RETURN TO WORK AFTER PARENTAL OR MATERNITY LEAVE**

H59 On ending parental or maternity, adoption and/or foster parents leave employees have the return to work guarantee provided by the *Fair Work Act 2009* an employee is entitled to return to:

- a. their pre-parental/maternity leave duties; or
- b. where those duties no longer exists – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.

H60 For the purposes of this clause, duties means those performed:

- a. where the employee was moved to safe duties because of the pregnancy – immediately before the move; or
- b. where the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or
- c. otherwise – immediately before the employee commenced maternity or parental leave.

#### **SUPPORTING PARTNER'S LEAVE**

H61 The Agency Head will grant 10 days full pay leave or 20 days at half pay to employees following the birth, adoption or fostering of a child (to count for service). This provision is not applicable to employees who have utilised maternity, adoption, fostering leave for the same birth, adoption or fostering of a child.

#### **ADOPTION LEAVE**

H62 Adoption leave will be approved for the purposes of:

- a. travelling to and returning from the location where the employee first accepts responsibility for the adopted child
- b. recuperating with the child upon returning home

Documentary evidence must be submitted on application for leave.

H63 An employee may elect for the purposes of adopting a child under the age of 16 years to:

- a. take their entitlement of their 14 week period of absence at full pay, or
- b. take an additional 14 weeks on adoption leave without pay, and spread payment of the 14 week period of required absence over the total period of absence of 28 weeks, at a rate of half normal salary.

H64 Adoption leave is non-gender specific.

H65 The adopted child must not have previously lived with the employee for a continuous period of six months or more. The adopted child must not be a child or step-child of the employee or the employee's partner unless that child had not been in the custody and care of the employee or the employee's partner for a significant period.

- H66 An employee with less than twelve months continuous service in the APS is eligible for adoptive leave, but only as leave without pay not to count as service.
- H67 Adoption leave with pay counts as service for all purposes and must be taken within 66 weeks from assuming responsibility for the child.

#### **FOSTER PARENT'S LEAVE**

- H68 An employee who has assumed long term responsibility for fostering a child under the age of 16 years, and is the primary carer of that child, will be entitled to 14 weeks paid leave. This entitlement will apply in relation to a child for whom the employee has assumed long term responsibility arising from the placement of the child by a permanent 'fostering' arrangement:
- a. by a person / organisation with statutory responsibility for the placement of the child; and
  - b. where the child is not expected to return to their family.
- H69 An employee who is entitled to Foster Parents Leave under this clause may elect to either:
- a. take their entitlement for the 14 week period of absence at full pay, or
  - b. take an additional 14 weeks as Foster Parents Leave without pay, and spread their payment for the 14 week period of required absence over the total period of absence of 28 weeks, at a rate of half normal salary.
- H70 The additional leave beyond the 14 weeks will not count as service for any purpose
- H71 An employee with less than twelve months continuous service in the APS is eligible for foster leave, but only as leave without pay not to count as service.
- H72 Foster leave with pay counts as service for all purposes and must be taken within 66 weeks from assuming responsibility for the child.
- H73 An employee who has assumed long term responsibility for fostering a child, and is the supporting (ie, not the primary) carer will be entitled to up to two weeks paid leave, refer to H61.

#### **LEAVE FOR ADF RESERVE AND CONTINUOUS FULL TIME SERVICE OR CADET FORCE OBLIGATIONS**

- H74 An employee may be granted leave (with or without pay) to enable them to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- H75 An employee is entitled to ADF Reserve leave with pay, for up to four weeks each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- a. 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.
  - b. 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.
  - c. Employees are not required to pay their tax free ADF Reserve salary to the agency in any circumstances.

- H76 ADF 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.
- H77 Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- H78 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

#### **COMMUNITY SERVICE LEAVE**

- H79 In accordance with section 108 of the *Fair Work Act 2009*, leave for participation in eligible community service activities, including jury service and voluntary emergency management duties (including training, emergency service response, reasonable recovery time, and ceremonial duties) will be approved. Employees who are members of recognised community service organisations will have access to paid leave for emergency service responses and reasonable recovery time. This will be limited to four days initially but may be extended by the Agency Head at the end of that period. Unpaid leave will also be available for regular training and ceremonial duties.
- H80 The Agency Head may approve leave for employees to undertake volunteering with charitable organisations.
- H81 The Agency Head may determine whether any or all of leave taken under this section will be with pay.

## **PART I – SUPPORTIVE WORK ENVIRONMENT**

### **HOME BASED WORK**

- I1 Home based work is a voluntary agreement between the agency and an employee that enables work to be performed at home. Home based work can be initiated by an employee or by a manager and requires consultation between both the employee and the manager. Applications for home based work will be considered on a case by case basis. Further information can be found in the *Home Based Work Guidelines*.

### **EYESIGHT TESTING/SPECTACLE REIMBURSEMENT**

- I2 The agency will meet the full cost of one set of prescribed spectacles or contact lenses, where they are certified as necessary:
- a. to undertake specialised work tasks (e.g. microscopy) which require particular visual acuity not normally required for general tasks, such as screen based equipment
- I3 The agency will meet the full cost of prescription safety glasses where:
- a. safety glasses are required to perform agency work tasks
  - b. the attending/dispensing optometrist's invoice or letter certifies that the lenses and frames comply with AS 1337

### **EXTRA CARE DEPENDANT COSTS**

- I4 In recognition of dependant care responsibilities, the Agency Head may authorise reimbursement of reasonable expenses arising from additional dependent care arrangements which are necessary because:
- the employee is required to travel away from their normal work location for business purposes
  - the employee is directed to work additional hours, or to attend a conference or training course outside the employee's regular hours of work
  - other special circumstances exist which the Agency Head considers justifies the payment of reasonable expenses arising from additional dependent care responsibilities
- I5 Reimbursement of such expenses is subject to the employee obtaining prior approval to the arrangement from the Agency Head.

### **LOSS, DAMAGE & INDEMNITY**

- I6 Where a manager determines that loss or damage to an employee's clothing or personal effects is attributable to the employee's work, the manager may approve reimbursement of the reasonable cost of repair or, if irreparable, the reasonable cost of replacement.

## **PART J – MANAGEMENT OF EXCESS EMPLOYEES**

### **REDEPLOYMENT**

- J1 Redeployment and redundancy provisions apply only to ongoing employees. They do not apply to ongoing employees on probation or non-ongoing employees employed for a specified period, specified task or on an irregular or intermittent basis.
- J2 An employee is an excess employee if:
- a. the employee is included in a class of employees employed in the agency, which class comprises a greater number of employees than is necessary for the efficient and economical working of the agency;
  - b. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the agency or (structural or other) changes in the nature, extent or organisation of the functions of the agency; or
  - c. the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Agency Head has determined that the provisions of this clause apply to that employee.
- J3 Where an employee becomes excess or potentially excess through a variety of reasons, (e.g. where Agency programs are nearing completion or the restructure of work areas), the Agency Head (delegate) will discuss with the employee possible options. Potentially excess employees may be placed on a local priority placement register. Excess employees will be placed on a local priority placement register and if they request may be placed on an Agency-wide priority placement register. Employees on a priority placement register will be considered for vacant ongoing positions at their substantive level, in isolation from and not in competition with other applicants for an advertised vacant position. If an employee is considered suitable, he/she will be reassigned to the duties of the vacant position. An employee will be considered not suitable if the delegate is satisfied that he/she is unable to demonstrate that they have the capacity to perform the duties of the vacant position currently, or within a reasonable period of time. A reasonable period will usually be three months. In the interests of facilitating placement an independent person will participate in the assessment process.
- J4 The claims of excess employees for ongoing positions at their substantive level will be considered prior to any decision to notify vacancies in APSJobs.
- J5 The Agency Head will take all reasonable steps, consistent with the interests of the efficient administration of the Agency, to move an excess employee to a suitable vacancy at the same level within the Agency.
- J6 The Agency Head may facilitate swaps at same level between excess employees who wish to remain employed and are assessed as suitable for available duties and employees who wish to be redundant.

### **REDUNDANCY**

#### **Accelerated Separation Arrangements**

- J7 The Agency Head may provide employees likely to be subject to the redundancy provisions of this agreement with an accelerated separation option. In addition to the severance benefit, this option provides employees who have been identified as eligible to elect for voluntary redundancy and whose employment comes to an end 14 days after the election, an amount of ten weeks salary (or 11 weeks salary for an employee 45 years of age with at least five years continuous service). The payments made under this clause are inclusive of any statutory entitlement to payment in lieu of notice.



- J8 This option is available to employees who exit from the Agency prior to the commencement of any formal consultation with employees and, where they choose, their nominated representatives, noting that at any time, the employee may nominate a representative they wish to be involved in this matter, in which case the Agency Head (delegate) will hold discussions with the employee and their representative.
- J9 Where an employee has elected not to accept an offer under this option, the redundancy provisions of this agreement will then apply.

### **Consultation Process**

- J10 When the Agency Head (delegate) is aware that an employee is likely to become excess, the Agency Head (delegate) will advise the employee of the situation at the earliest practicable time.
- J11 The Agency Head (delegate) will hold discussions with the employee to consider whether voluntary retrenchment might be appropriate. Where the employee nominates a representative they wish to be involved in this matter, the Agency Head (delegate) will hold discussions with the employee and their representative.
- J12 Where 15 or more employees are likely to become excess the Agency Head (delegate) will comply with the provisions of sections 530 and 531 of the *Fair Work Act 2009*.
- J13 The Agency Head (delegate) shall advise those employees who are identified as excess to requirements as soon as practicable.
- J14 The maximum period of time all for these consultations shall not be greater than one month (four weeks) from the date of advice of excess requirements.

### **Voluntary Redundancy**

- J15 Where the Agency Head (delegate) invites an excess employee to elect for voluntary redundancy, the employee will have one month in which to make an election.
- J16 Within two weeks of the beginning of the month referred to in clause J15, an employee invited to elect for voluntary redundancy will be given information on the following, at the time of the offer:
- amount of severance pay, pay in lieu of notice and paid up leave credits;
  - options available to the employee concerning superannuation (through Comsuper or another provider)
  - taxation rules applying to the various payments (through the Australian Taxation Office)
- J17 Where an election is made and the Agency accepts the election, the Agency Head (delegate) will not give notice of termination before the end of the one month period referred to in clause J15, unless the employee chooses to waive the remainder of the period.
- J18 Financial assistance will be provided (up to a maximum of \$600) for financial advice.
- J19 Only one opportunity to elect for voluntary redundancy will be provided to an excess employee.

## Period of Notice

- J20 The Agency Head (delegate) will retrench the employee by giving the required notice of termination under section 29 of the *Public Service Act 1999*. The period of notice will be four weeks (or five weeks for an employee over 45 with at least five years of continuous service).
- J21 Where an employee's employment is terminated at the beginning of, or within, the notice period the employee will receive payment in lieu of notice as set out in the *Fair Work Act 2009* for the unexpired portion of the notice period.

## Redundancy Benefit

- J22 An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the Agency Head (delegate) under section 29 of the *Public Service Act 1999* on the grounds that he/she is excess to the requirements of the Agency is entitled to payment of a redundancy benefit of an amount equal to two (2) 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 National Employment Standards.
- J23 The minimum sum payable will be four weeks salary and the maximum will be 48 weeks salary.
- J24 The redundancy benefit will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the National Employment Standards.

## Service for Severance Pay Purposes

- J25 Service for severance pay purposes means:
- a. service in OPH
  - b. government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*
  - c. service with the Commonwealth (other than service with a joint Commonwealth-state body corporate in which the Commonwealth does not have a controlling interest) which is recognised for Long Service Leave purposes
  - d. service with the Australian Defence Forces
  - e. service in another agency, where the employee was moved from the APS to that agency with a transfer of function; or an employee engaged by that agency 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
- J26 For earlier periods of service to count there must be no breaks between the periods of service, except where:
- a. the break in service was less than one month and occurred where an offer of employment in relation to the second period of service was made and accepted by the employee before the first period of service ended (whether or not the two periods of service are with the same employer or agency)
  - b. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*

- J27 Any period of service which was terminated by way of:
- a. an employee being excess to requirements
  - b. an employee lacking or losing an essential qualification
  - c. physical or mental incapacity
  - d. non-performance or unsatisfactory performance of duties
  - e. failure to complete an entry-level training course
  - f. failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*
  - g. breach of the APS Code of Conduct
  - h. voluntary retirement at or above the minimum retiring age applicable to the employee, or with the payment of a redundancy benefit or similar payment, or with the payment of an employer-financed retirement benefit will not count as service for severance pay purposes

- J28 Absences from work, which do not count as service for Long Service Leave purposes will not count as service for severance pay purposes.

### **Rate of Redundancy Payment**

- J29 For the purpose of calculating any payment under clauses J21-27, salary will include:
- a. the employee's salary at their substantive classification level or
  - b. for the purposes of Long Service Leave in Lieu, annual leave and severance the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of the termination of employment
  - c. where the employee has been in receipt of commuted penalties for 50% or more of the pay periods in the 12 months preceding being given notice of termination of employment. A weekly average of penalties due over the 12 months will be included in the salary
  - d. other allowances in the nature of salary, which are paid during periods of annual leave and on a regular basis, and
  - e. excludes allowances, which are a reimbursement for expenses incurred or living allowances such as the Remote Locality Allowance.

### **RETENTION PERIODS**

- J30 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:
- a. 56 weeks where the employee has 20 years or more service or is over 45 years of age or
  - b. 30 weeks for all other employees
- J31 If an employee is entitled to a redundancy payment under the National Employment Standards the relevant period in the above clause is reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standards on termination, as at the expiration of the retention period (as adjusted by this clause).

### **Commencement of Retention Period**

- J32 The retention period will commence on the earlier of the following:
- a. the day the employee is advised in writing by the Agency Head (delegate) that they are an excess employee or
  - b. one month after the day on which the Agency Head (delegate) invites the employee to accept voluntary redundancy under clause J15
- J33 The retention period will be extended by any periods of certified sick leave taken during the retention period.

### **Employer Responsibilities**

- J34 During the retention period the Agency Head (delegate):
- a. will continue to take reasonable steps to find alternative employment for the excess employee, including advising the employee of any APS employment opportunities known to the Agency Head (delegate) and providing up to \$5000 for career transition support to be approved by the Agency Head (delegate)
  - b. may with four weeks notice, move the excess employee to a job with a lower APS classification. The employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.

### **Employee Obligations**

- J35 During the retention period the employee:
- a. will take reasonable steps to find alternative employment and
  - b. actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.

### **Assistance for Reasonable Incurred Expenses**

- J36 An excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.
- J37 Where an excess employee is required to move their household to a new locality as a result of a movement or reduction in classification they will be entitled to reasonable expenses.

### **Payment in Lieu of Retention Period**

- J38 Where the Agency Head (delegate) considers there is no reasonable prospect of redeployment in the APS, and the Agency Head (delegate) is satisfied that there is insufficient productive work available for the employee within the Agency during the remainder of their retention period, the Agency Head (delegate) may, with the agreement of the employee, terminate the employee's employment under section 29 of the *Public Service Act 1999* on the grounds that the employee is excess to requirements and pay the balance of the retention period as a lump sum, reduced by an amount equivalent to the NES redundancy entitlement. This payment will be taken to include the payment in lieu of notice of termination of employment.

## **INVOLUNTARY TERMINATION OF EMPLOYMENT**

- J39 Subject to clauses J38-40, the Agency Head (delegate) may, under section 29 of the *Public Service Act 1999*, involuntarily terminate the employment of an excess employee at the end of the retention period.

- J40 An excess employee will not have their employment terminated involuntarily if the employee has not been invited to accept an offer of voluntary redundancy or has elected to have their employment terminated but the Agency Head (delegate) has refused to approve it.
- J41 An excess employee will not have their employment terminated involuntarily without being given four weeks notice (or five weeks notice for an employee over 45 with at least five years of continuous service) of termination of employment, or payment in lieu of notice. These periods of notice will, as far as practicable, be concurrent with the retention periods.

## TERMINATION OF NON-ONGOING EMPLOYMENT

- J42 This clause applies to non-ongoing employees, other than:
- a. employees who are serving a period of probation
- J43 Non-ongoing employment may be terminated for reasons other than misconduct, for example where:
- a. the duties for which the employee was engaged are no longer available
  - b. the duties for which the employee was engaged have been completed ahead of time
  - c. a decision has been made that the duties for which the employee was engaged are no longer required to be performed
  - d. there is unsatisfactory performance or unsatisfactory conduct
  - e. any other grounds as provided for in this agreement
- J44 Where the employment of a non-ongoing employee is terminated for reasons other than misconduct, the Agency Head (delegate) may approve a payment to the employee at the applicable rate of pay in accordance with the table J44.1. Such payment will be considered to be inclusive of payment in lieu of any required period of notice on and after the commencement of the National Employment Standards, section 117 of the *Fair Work Act 2009* subject to payment meeting the minimum notice requirements of that act.

Table J44.1

Period of service foregone	Payment
Not more than six (6) months	1 week (plus one (1) additional week if over 45 with at least five (5) years continuous service)
More than six (6) months but not more than 12 months	Four (4) weeks
More than 12 months but not more than 18 months	Eight (8) weeks
More than 18 months but not more than 24 months	12 weeks
More than 24 months but not more than 30 months	16 weeks
More than 30 months	20 weeks

- J45 An employee whose employment has been terminated for reasons other than a breach of the APS Code of Conduct will retain eligibility for relocation to their place of recruitment and removal of their personal effects to the place of recruitment, where these conditions are included in their employment contract or notice of engagement.

**SCHEDULE 1 – CLASSIFICATION STRUCTURE AND PAY RATES**

APS Levels	Current Salary Rate	Salary on Commencement	Salary 12 months after commencement	Salary 18 months after commencement
		3%	2%	1%
<b>APS Level 1</b>				
1.1	\$41,984	\$43,244	\$44,109	\$44,550
1.2	\$44,504	\$45,839	\$46,756	\$47,224
1.3	\$47,174	\$48,589	\$49,561	\$50,057
<b>APS Level 2</b>				
2.1	\$50,004	\$51,504	\$52,534	\$53,059
2.2	\$53,005	\$54,595	\$55,687	\$56,244
<b>APS Level 3</b>				
3.1	\$54,777	\$56,420	\$57,548	\$58,123
3.2	\$56,422	\$58,115	\$59,277	\$59,870
3.3	\$58,111	\$59,854	\$61,051	\$61,662
3.4	\$59,854	\$61,650	\$62,883	\$63,512
<b>APS Level 4</b>				
4.1	\$61,654	\$63,504	\$64,774	\$65,422
4.2	\$63,504	\$65,409	\$66,717	\$67,384
4.3	\$66,505	\$68,500	\$69,870	\$70,569
<b>APS Level 5</b>				
5.1	\$67,371	\$69,392	\$70,780	\$71,488
5.2	\$69,389	\$71,471	\$72,900	\$73,629
5.3	\$71,470	\$73,614	\$75,086	\$75,837
<b>APS Level 6</b>				
6.1	\$73,617	\$75,826	\$77,343	\$78,116
6.2	\$75,825	\$78,100	\$79,662	\$80,459
6.3	\$78,099	\$80,442	\$82,051	\$82,872
6.4	\$80,443	\$82,856	\$84,513	\$85,358
6.5	\$84,761	\$87,304	\$89,050	\$89,941
<b>Executive Level 1</b>				
Exec 1.1	\$90,795	\$93,519	\$95,389	\$96,343
1.2	\$94,929	\$97,777	\$99,733	\$100,730
1.3	\$97,507	\$100,432	\$102,441	\$103,465
1.4	\$102,638	\$105,717	\$107,831	\$108,909
<b>Executive Level 2</b>				
Exec 2.1	\$115,071	\$118,523	\$120,893	\$122,102
2.2	\$118,524	\$122,080	\$124,522	\$125,767
2.3	\$124,203	\$127,929	\$130,488	\$131,793
2.4	\$130,724	\$134,646	\$137,339	\$138,712
2.5	\$135,193	\$139,249	\$142,034	\$143,454

## SCHEDULE 2 – ALLOWANCES

Clause	Payment	Current payment	From first full pay period after commencement	From first full pay period 12 months after commencement	From first full pay period 18 months after commencement
E21	Meal Allowance	\$27.49	\$28.31	\$28.88	\$29.17
E29	First Aid/Health and Safety Rep/Warden and Harassment Contact Officer Allowance	\$28.65 fn	\$29.51	\$30.10	\$30.40
E38	Part Day TA (non SES)	\$57.43	\$59.15	\$60.33	\$60.94

**Note:** Motor Vehicle Allowance covered under the relevant ATO rates



MUSEUM  
OF AUSTRALIAN  
DEMOCRACY

OLD PARLIAMENT HOUSE

## UNDERTAKING FOR ATTACHMENT TO OLD PARLIAMENT HOUSE ENTERPRISE AGREEMENT 2017-2020

In accordance with Section 190 of the *Fair Work Act 2009* Old Parliament House makes the following undertaking:

### **Commuted Penalty Payments**

Rostered employees will, instead of being paid shift penalties for ordinary work performed on weekends, receive a commuted penalty which is an additional amount equivalent to 21.5% of the full time equivalent salary. This payment will be paid on all hours worked by rostered employees.

### **Time Off In Lieu**

Where employees who have elected to accrue time off in lieu at overtime rates in lieu of overtime payments cease employment with the Agency and their manager certifies that they were unable to access their time in lieu credits prior to ceasing, they will receive payment for their credits.

Andrew Harper  
Acting Director  
Old Parliament House  
5 September 2017