



Safe Work Australia Enterprise Agreement 2019-2022

Contents

Safe Work Australia Enterprise Agreement	1
FORMAL ACCEPTANCE OF AGREEMENT AND SIGNATORIES	5
PART A - SCOPE OF THE AGREEMENT	6
Agreement title	6
Purpose.....	6
Coverage of the Agreement	6
Commencement and duration	6
Relationship to other documents and instruments	6
Delegation	6
Consultation with Employees	6
Consultation on major change	7
Consultation on change to regular roster or ordinary hours of work	8
Individual Flexibility Arrangements	9
PART B – ENGAGEMENT OF SAFE WORK AUSTRALIA EMPLOYEES.....	11
Full-time Employees	11
Part-time Employees	11
Non-ongoing Employees	11
Training classifications	11
Trainees	12
Cadets.....	12
Graduates	12
Advancement for Graduates, Cadets and Trainees	13
PART C – SALARY AND ALLOWANCES	14
Classification and salary bands	14
Salary on commencement of this Agreement	14
Salary increases.....	14
Salary payment	14
Salary maintenance – existing Employees	14
Determinations of salary	14
Salary of junior Employees and Cadets.....	15
Casual Employees	15
Salary on engagement in the Agency or movement to the Agency	15
Salary on promotion	16
Salary on reduction in classification.....	16
Salary for Government lawyers	16
Salary on movement to the Government Lawyer Broadband.....	16
Salary advancement through classifications	17
Salary advancement and temporary performance of duties at a higher classification ..	17

Salary advancement through broadbands	17
Government Lawyer advancement provisions	18
Higher duties and Temporary Performance Loading (TPL).....	18
Superannuation.....	19
Allowances	19
Salary packaging.....	20
Overpayments.....	21
PART D - WORK LIFE BALANCE	22
Hours of work and attendance.....	22
Unapproved absences	22
Rest break.....	22
Flex Time	22
Executive Level Employees – flexible working arrangements.....	23
Overtime	23
Overtime Meal Allowance	24
Working from home or another location.....	24
Workplace Health and Wellbeing.....	25
Emergency duty and additional childcare costs	25
Christmas Closedown	25
Public Holidays.....	25
PART E - TRAVEL	27
Recognition of travel time	27
Part day travel allowance	27
Travel expenditure.....	27
Non-commercial accommodation allowance.....	27
Motor vehicle allowance	27
Living away from home allowance	28
PART F - LEAVE.....	29
Annual Leave	29
Cashing Out of Annual Leave.....	29
Purchased Leave	29
Personal/Carer's Leave	30
Notice and evidence required for taking Personal/Carer's Leave.....	31
Compassionate Leave.....	31
Family and domestic violence support.....	32
Long Service Leave.....	32
Miscellaneous Leave.....	32
Maternity and Parental Leave.....	33
Supporting Partner Leave.....	34

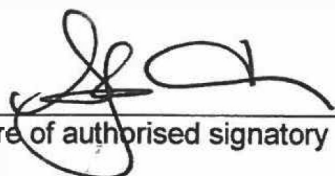
Defence Reserve Leave	34
War Service Sick Leave	34
Community Service Leave.....	35
Community Volunteer Leave	35
Leave portability	35
Leave deferral	35
Cancellation of leave and recall to duty from leave.....	36
Re-crediting of Annual Leave	36
PART G - PERFORMANCE MANAGEMENT, LEARNING AND DEVELOPMENT.....	37
Performance management	37
Learning and development	37
PART H – EMPLOYEE SEPARATION.....	38
Employee initiated separation from the APS.....	38
Death of Employee.....	38
Excess Employees	38
Definition of ‘excess’	38
Voluntary redundancy	39
Consideration Period.....	39
Career Transition Assistance	40
Notice of termination of employment	40
Severance pay	40
Service for severance pay purposes	41
Service not to count for severance pay purposes	41
Salary for redundancy calculations.....	42
Transfer with another Employee (job swap)	42
Retention Period	42
Reassignment of duties and reduction in classification.....	43
Extension of the retention period.....	43
Involuntary Redundancy.....	44
PART I - DISPUTE RESOLUTION	45
Introductory clauses	45
Internal dispute resolution	45
External dispute resolution	45
APPENDIX 1 – Definitions	47
APPENDIX 2 – General salary rates	51
APPENDIX 3 – Government Lawyer salary rates	52
APPENDIX 4 – Training salary rates	53

FORMAL ACCEPTANCE OF AGREEMENT AND SIGNATORIES

The Safe Work Australia Enterprise Agreement 2019-2022 is made and approved under Part 2-4 of the *Fair Work Act 2009*. It is an Enterprise Agreement between Safe Work Australia and those of its Employees whose employment is subject to this Agreement.

The Agency

Signed for and on behalf of
Safe Work Australia by its authorised
Signatory:



Signature of authorised signatory

AMANDA JOHNSTON

Full name of authorised signatory

CEO (A/g)

Position of authorised signatory

Employees

Signed for and on behalf of **Employees**:

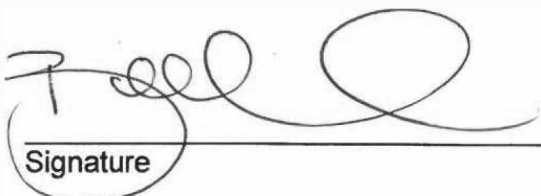


Signature of bargaining representative

LANA BARBOUR

Full name of bargaining representative

Signed for and on behalf of **Employees** by
the Community and Public Sector Union:



Signature

BETH VINCENT-PIETSCH

Full name of authorised signatory

DEPUTY SECRETARY

Position of authorised signatory

Address for the Chief Executive Officer and all bargaining representatives except for the Community and Public Sector Union is Level 7, 2 Phillip Law Street, Canberra ACT 2601

Address for the Community and Public Sector Union is 1/40 Brisbane Avenue, Barton, ACT 2600

PART A - SCOPE OF THE AGREEMENT

Agreement title

1. This Agreement is the Safe Work Australia Enterprise Agreement 2019–2022.

Purpose

2. The purpose of this Agreement is to provide terms and conditions of employment to Employees covered by the Agreement and to support the Agency to fulfil its functions under the *Safe Work Australia Act 2008* (Cth).

Coverage of the Agreement

3. This Agreement covers:
 - a) the Chief Executive Officer of Safe Work Australia, for and on behalf of the Commonwealth of Australia as the employer, and
 - b) all Employees of Safe Work Australia other than Senior Executive Service employees.

Commencement and duration

4. This Agreement will commence on the day following the nominal expiry date of the Safe Work Australia Enterprise Agreement 2015-2018, or seven days following the day on which the Fair Work Commission approves the agreement, whichever is later.
5. This Agreement nominally expires three years after the date of commencement.

Relationship to other documents and instruments

6. The operation of this Agreement is supported by Agency policies, procedures and guidelines. Policies, procedures and guidelines are not incorporated into and do not form part of this Agreement. Policies, procedures and guidelines apply in the form they are in as at the time of any relevant action/decision. To the extent of any inconsistency between policies, procedures and guidelines and the terms of this Agreement, the terms of this Agreement prevail.
7. Nothing in this Agreement reduces the entitlement available to an Employee under the National Employment Standards.

Delegation

8. The Chief Executive Officer may, in writing, delegate any or all of the Chief Executive Officer's powers or functions under this Agreement (other than this power of delegation) and may do so subject to conditions.

Consultation with Employees

9. The Agency will maintain an Employee Consultative Forum (ECF) for the life of this Agreement, which will incorporate the Agency's Health and Safety Committee.

10. The Agency will consult with, and take into account the views of, the ECF about the implementation and operation of the Agreement. The Agency will allow a reasonable period for the ECF to consider issues.
11. The Agency may also undertake consultation with Employees outside of the ECF.
12. Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time. The Agency will consult with Employees for up to 14 days before the implementation of any new policy, procedure or guideline, or the variation to existing policies, procedures or guidelines.

Consultation on major change

13. Clauses 14 – 28 apply if the Agency:
 - a) has made a definite decision to introduce a major change to the production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on Employees, or
 - b) proposes to introduce a change to the regular roster or Ordinary Hours of work of Employees.
14. "Relevant Employees" means the Employees who may be affected by a change referred to in clause 13(a).
15. For a major change referred to in clause 13(a):
 - a) the Agency must notify the relevant Employees of the decision to introduce the major change, and
 - b) clauses 16 to 22 apply.
16. The relevant Employees may appoint a representative for the purposes of the procedures in clauses 17 to 22.
17. If a relevant Employee(s) appoint(s) a representative for the purpose of consultation and the Employee(s) advise(s) the Agency of the identity of the representative, the Agency must recognise the representative.
18. As soon as practicable after making the decision, the Agency must discuss with the relevant Employees:
 - a) the introduction of change
 - b) the effect the change is likely to have on Employees, and
 - c) measures to avert or mitigate the adverse effects of such change on Employees.
19. For the purpose of such discussions, the Agency must provide, in writing, to the relevant Employees:
 - a) relevant information about the change including the nature of the change proposed

- b) information about the expected effects of the change on Employees, and
 - c) any other matters likely to affect Employees.
- 20. The Agency is not required to disclose confidential or commercially sensitive information to Employees.
- 21. The Agency must give prompt and genuine consideration to matters raised by the Employees in relation to the change.
- 22. In these clauses, a major change is likely to have a significant effect on Employees if it results in:
 - a) termination of the employment of Employees
 - b) major change to the composition, operation or size of the Agency's workforce or the skills required of Employees
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure)
 - d) the alteration of hours of work
 - e) the need to retrain Employees
 - f) the need to relocate Employees to another workplace, or
 - g) the restructuring of jobs.

Consultation on change to regular roster or ordinary hours of work

- 23. For a major change referred to in clause 13(b):
 - a) the Agency must notify the relevant Employees of the proposed change, and
 - b) clauses 24 to 28 apply.
- 24. The relevant Employees may appoint a representative for the purposes of the procedures in clauses 25 to 28.
- 25. If a relevant Employee(s) appoint(s) a representative for the purpose of consultation and the Employee(s) advise(s) the Agency of the identity of the representative, the Agency must recognise the representative.
- 26. As soon as practicable after proposing to introduce the change, the Agency must:
 - a) discuss with the relevant Employees the introduction of the proposed change
 - b) for the purposes of the discussion, provide to the relevant Employees:
 - i. all relevant information about the proposed change, including the nature of the change

- ii. information about what the employer reasonably believes will be the effect of the proposed change on the Employees, and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the Employees, and
 - c) invite the relevant Employees to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).
27. The Agency is not required to disclose confidential or commercially sensitive information to Employees.
28. The Agency must give prompt and genuine consideration to matters raised by the relevant Employees in relation to the changes.

Individual Flexibility Arrangements

29. The Chief Executive Officer and an Employee may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement if:
- a) the IFA deals with one or more of the following matters:
 - i. arrangements about when work is performed
 - ii. arrangements regarding travel
 - iii. overtime rates
 - iv. penalty rates
 - v. allowances
 - vi. remuneration, including salary, and/or
 - vii. leave
 - b) the arrangement meets the genuine needs of the Agency and the Employee in relation to one or more of the matters mentioned above, and
 - c) the arrangement is genuinely agreed to by the Chief Executive Officer and the Employee.
30. The Chief Executive Officer must ensure that the terms of the IFA:
- a) are about permitted matters under section 172 of the Fair Work Act
 - b) are not unlawful terms under section 194 of the Fair Work Act, and
 - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
31. The Chief Executive Officer must ensure that the IFA:

- a) is in writing
 - b) includes the name of the employer and the Employee
 - c) is signed by the Chief Executive Officer and the 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 Agreement that will be varied by the IFA
 - ii. how the IFA will vary the effect of the terms, and
 - iii. how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA, and
 - e) states the day on which the IFA commences.
32. The Chief Executive Officer must give the Employee a copy of the IFA within 14 days after it is agreed to.
33. The Chief Executive Officer or the Employee may terminate the IFA:
- a) by giving no more than 28 days written notice to the other party to the arrangement, or
 - b) at any time the Chief Executive Officer and the Employee agree in writing.

PART B – ENGAGEMENT OF SAFE WORK AUSTRALIA EMPLOYEES

Full-time Employees

- 34. The Ordinary Hours for a Full-time Employee are 37 hours and 30 minutes each week, with a total of 150 hours per Settlement Period. This translates to a Standard Day of 7 hours and 30 minutes from Monday to Friday, within the Bandwidth of 7:00 am to 7:00 pm.
- 35. A Standard Day for the purposes of leave, attendance (including Flex Time) and payment of salary is 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm Monday to Friday, except where a Public Holiday occurs.
- 36. Full-time Employees must work to a Standard Day unless otherwise agreed in writing by the Chief Executive Officer.
- 37. Where a Full-time Employee has a written agreement in place with the Chief Executive Officer to work another pattern of hours, those hours are their Standard Day.

Part-time Employees

- 38. A Part-time Employee is an Employee who has an agreement in writing with the Chief Executive Officer to vary their Ordinary Hours to be less than those specified in clause 34 and in an agreed pattern of hours. Agreed part-time hours must be within the Bandwidth.
- 39. A Part-time Employee's pattern of hours must be no less than three consecutive hours on any agreed working day unless otherwise agreed by the Chief Executive Officer
- 40. At the expiry of the part-time agreement an Employee has the right to return to full-time work. An Employee may return to full-time work earlier with the agreement of the Chief Executive Officer.
- 41. The Agency may engage an Employee on an ongoing part-time basis. An Employee engaged on an ongoing part-time basis does not have an automatic right to increase their part-time hours or access full-time hours, but can request this.
- 42. Unless otherwise agreed between an Employee and the Chief Executive Officer, remuneration and other benefits for Part-time Employees will be calculated on a pro-rata basis. However, this does not apply to Long Service Leave (which is provided and administered in accordance with the Long Service Leave Act) or expense related allowances or reimbursements.

Non-ongoing Employees

- 43. The Agency may engage an Employee for a specified term or for the duration of a specified task. These Employees will be referred to as non-ongoing Employees in this Agreement.
- 44. Unless otherwise specified in this Agreement, the terms and conditions for non-ongoing Employees will be the same as those set out in this Agreement for ongoing Employees.

Training classifications

- 45. The Chief Executive Officer may engage a person as a Trainee, Graduate or Cadet.

46. Trainees, Graduates and Cadets will be assigned the relevant classification within the Training Broadband. Trainees, Graduates and Cadets will undertake a course of study and/or training determined by the Chief Executive Officer.
47. The Training Broadband is used for those Employees who are allocated a training classification and who are required to undertake a course of study and/or training determined by the Chief Executive Officer where progression is subject to the successful completion of the course of study and/or training.

Trainees

48. Trainees will be engaged at the APS 1 classification and paid at the lowest pay point of the APS 1 classification in the Training Broadband unless the Chief Executive Officer determines otherwise.
49. The Chief Executive Officer will determine when a Trainee's course of study and training has been successfully completed.
50. On successful completion of their course of study and/or training requirements, the Trainee will be allocated to APS 3 classification in the Training Broadband subject to the Employee meeting the requirements set out in clause 61. The salary will be the lowest pay point of the APS 3 classification unless the Chief Executive Officer determines otherwise. The Chief Executive Officer will then determine that the Employee be moved to either the General Broadband or the Government Lawyer Broadband.
51. The movement of a Trainee from the Training Broadband to the Government Lawyer Broadband is subject to the Employee meeting the requirements set out in clause 80.

Cadets

52. Cadets will be engaged at the APS 1 classification and paid at the lowest pay point of the APS 1 classification in the Training Broadband unless the Chief Executive Officer determines otherwise.
53. The Chief Executive Officer will determine when a Cadet's course of study and training has been successfully completed.
54. On successful completion of their course of study and/or training requirements, and following a final twelve week work placement, the Cadet will be allocated to the APS 3 classification in the Training Broadband subject to the Employee meeting the requirements set out in clause 61. The salary will be the lowest pay point of the APS 3 classification unless the Chief Executive Officer determines otherwise. The Chief Executive Officer will then determine that the Employee be moved to either the General Broadband or the Government Lawyer Broadband.
55. The movement of a Cadet from the Training Broadband to the Government Lawyer Broadband is subject to the Employee meeting the requirements set out in clause 80.

Graduates

56. Graduates will be engaged at the APS 3 classification and be paid at the lowest pay point of the APS 3 classification in the Training Broadband unless the Chief Executive Officer determines otherwise.

57. On successful completion of the Graduate Program, Graduates will be allocated the APS 4 classification in the Training Broadband subject to the Employee meeting the requirements set out in clause 61. The salary will be the lowest pay point of the APS 4 classification unless the Chief Executive Officer determines otherwise. The Chief Executive Officer will then determine that the Employee be moved to either the General Broadband or the Government Lawyer Broadband.
58. If a Graduate does not successfully complete the Graduate Program, they will not be allocated the APS 4 classification in the Training Broadband. The Chief Executive Officer may then determine that the Employee will be moved to the General Broadband or the Government Lawyer Broadband.
59. If a Graduate has not yet completed the Graduate Program but the Chief Executive Officer determines that they meet or exceed the applicable performance standards, the Chief Executive Officer may determine that the Employee will advance to the APS 4 classification in the Training Broadband. The Chief Executive Officer may then determine that the Employee will be moved to either the General Broadband or the Government Lawyer Broadband.
60. The movement of a Graduate from the General Broadband or to the Government Lawyer Broadband is subject to the Employee meeting the requirements set out in clause 80.

Advancement for Graduates, Cadets and Trainees

61. Determinations to advance Graduates, Cadets and Trainees is subject to:
 - a) the Employee's performance being at least satisfactory
 - b) there being sufficient work available at the higher classification level, and
 - c) the Employee having the necessary skills and proficiencies to perform that work.

PART C – SALARY AND ALLOWANCES

Classification and salary bands

62. Safe Work Australia Broadbands are in Appendices 2, 3 and 4 of this Agreement.

Salary on commencement of this Agreement

63. On commencement of this Agreement, an Employee is entitled to the salary for their classification and pay point as specified in Appendices 2, 3 and 4.

Salary increases

64. The following salary increases will apply to each classification in Appendices 2, 3 and 4:
- a) on commencement of the Agreement or 12 weeks after the date the Agreement is made with Employees in a ballot (whichever is the earlier), an increase of 2 per cent
 - b) 12 months after the commencement of the Agreement, an increase of 2 per cent, and
 - c) 24 months after the commencement of the Agreement, an increase of 2 per cent.

Salary payment

65. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the Employee's choice.
66. The fortnightly rate of pay is calculated by multiplying the annual salary by 12 and dividing it by 313.

Salary maintenance – existing Employees

67. If an Employee's salary on commencement of this Agreement is above the highest pay point for their classification, the Employee's salary will be maintained until such time as a lower pay point meets or exceeds their salary. At that time, the Employee will be paid at that pay point.

Determinations of salary

68. When making a determination in relation to salary under this Agreement, the Chief Executive Officer will have regard to the following factors (as relevant):
- a) the experience, qualifications and skills of the Employee
 - b) the salary payable to, and classification of, the Employee in respect of the duties they are currently performing
 - c) the classification of the Employee in relation to their new duties
 - d) qualifying periods for salary advancement under the Performance and Development Scheme

- e) work level standards, and
- f) the nature of the duties which are to be assigned to the Employee.

Salary of junior Employees and Cadets

- 69. A Cadet undertaking full-time study is entitled to salary at 57 per cent of the minimum pay point (including junior rates where applicable) in the Training Broadband, that would be payable to the Cadet if they were performing practical training.
- 70. Junior rates of pay are only applicable to the APS 1 classification in the General Broadband and Training Broadband and will be a percentage of an APS 1 equivalent adult rate of pay as follows:
 - a) Under 18 years of age – 60 per cent
 - b) At 18 years of age – 70 per cent
 - c) At 19 years of age – 81 per cent
 - d) At 20 years of age – 91 per cent, and
 - e) At 21 years of age – 100 per cent.

Casual Employees

- 71. A Casual Employee will be paid a 25 per cent loading in addition to the hourly rate of pay applicable to their classification. The loading is in lieu of:
 - a) any payment in relation to any form of paid leave (except where the Employee is entitled to Long Service Leave)
 - b) any payment for Public Holidays on which the Employee is not rostered to work, and
 - c) any payment for the Christmas Closedown.

Salary on engagement in the Agency or movement to the Agency

- 72. Where an Employee is engaged in the Agency (either as an ongoing or a non-ongoing Employee) or moves to the Agency, salary will be payable at the lowest pay point for their classification, unless the Chief Executive Officer determines otherwise.
- 73. The Chief Executive Officer may determine an alternative salary as follows:
 - a) a pay point for the Employee's classification that is closest to the Employee's current salary without the Employee's salary decreasing, or
 - b) a salary (the 'initial salary') which is between two pay points for the Employee's classification, or is above the highest pay point for their classification. Where this occurs, the Employee will be entitled to that salary, until such time as a lower pay point meets or exceeds their salary. At that time, the Employee will be paid at that pay point.

74. Where an Employee from another Agency (the “other Agency”) is temporarily assigned duties in the Agency at a higher classification than the duties performed by the Employee in the other Agency, salary will be payable at the lowest pay point of the applicable classification unless the Chief Executive Officer determines otherwise.

Salary on promotion

75. Where an Employee is promoted in or to the Agency, salary will be payable at the lowest pay point of the applicable classification, unless the Chief Executive Officer determines otherwise.
76. Periods of temporary performance of duties at a higher classification will be considered when the Chief Executive Officer determines an Employees salary on promotion if:
- a) the Employee is promoted in the Agency and has previously been temporarily performing duties at the classification the Employee is promoted to, and
 - b) the period of temporary performance of duties at the higher classification immediately precedes the date of effect of the promotion.

Salary on reduction in classification

77. Where the classification of an Employee is reduced, on either a temporary or ongoing basis, the Chief Executive Officer may determine the Employee's salary be reduced to a pay point in the lower classification.
78. Where the reduction in classification is at the request of the Employee, the Employee will be paid at the highest pay point of the lower classification. The Employee will not be entitled to maintain their previous salary.

Salary for Government lawyers

79. The Chief Executive Officer may determine that an Employee is to be paid under the Government Lawyer Broadband. When determining whether an Employee is to be paid under the Government Lawyer Broadband, in addition to the factors listed in clause 68, the Chief Executive Officer is required to consider:
- a) whether the Employee is admitted as a solicitor of the High Court of Australia or the Supreme Court of a State or Territory, and
 - b) the extent to which the Employee's role involves legal work.
80. An Employee who is not admitted as a solicitor of the High Court of Australia or to the Supreme Court of a State or Territory may only be paid at the lowest pay point on the Government Lawyer Broadband.

Salary on movement to the Government Lawyer Broadband

81. If an Employee has moved to the Government Lawyer Broadband from another broadband, the Chief Executive Officer will determine the Employee's salary as follows:
- a) a pay point for the Employee's classification that is closest to the Employee's current salary without the Employee's salary decreasing, or

- b) an initial salary which is between two pay points for their classification, or is above the highest pay point for their classification. Where this occurs, the Employee's will be entitled to that salary, until such time as a lower pay point meets or exceeds their salary. At that time, the Employee will be paid at that pay point.

Salary advancement through classifications

- 82. On 15 August each year, an ongoing Employee (excluding Employees in the Training Broadband) who is not already at the top pay point for their classification in Appendix 2 or Appendix 3, will advance to the next pay point for their classification, if the Employee:
 - a) has performed duties in Safe Work Australia at that classification for a period of at least three continuous months in the Performance Assessment Cycle for the financial year that has just been completed, and
 - b) the Employee's performance is at least satisfactory at the end of the Performance Assessment Cycle for the financial year that has just been completed.
- 83. An Employee on an initial salary between two pay points is eligible to progress to a higher pay point for their classification in accordance with clause 82 of this Agreement.

Salary advancement and temporary performance of duties at a higher classification

- 84. An Employee who temporarily performs duties at a higher classification from 1 April or earlier, to at least 15 August, will be eligible for salary advancement at both the higher and substantive classifications from 15 August, subject to the Employee's performance being at least satisfactory for both classifications. The Employee is still entitled to salary advancement where there is a break of three weeks or less in the temporary performance at the higher classification between 30 June and 15 August.
- 85. An Employee who is promoted between 1 April and 30 June in any year, and who was temporarily performing duties at a higher classification immediately before the promotion for more than three continuous months, is entitled to salary advancement at that classification from 15 August, subject to the Employee's performance being at least satisfactory.

Salary advancement through broadbands

- 86. Ongoing Employees are entitled to permanent movement through classifications in a broadband where there are soft barriers.
- 87. Movement to a higher classification in a broadband is not automatic and can only occur when:
 - a) there is work available at the higher classification, and
 - b) the Employee's performance is assessed as being at least satisfactory as part of the Performance Development Scheme, and
 - c) the Employee demonstrates an ability to undertake work satisfactorily at the higher classification, and, if appropriate, has the necessary qualification, skills and/or experience, or

- d) the Employee is successful in an open merit selection process consistent with the Public Service Act.

Government Lawyer advancement provisions

- 88. An Employee who is paid under the Government Lawyer Broadband and who satisfies the advancement requirements in clause 87 may advance up to a maximum of three incremental pay points.
- 89. Advancement through the Government Lawyer Broadband is also subject to the following requirements:
 - a) the Employee demonstrates an ability to undertake work satisfactorily at the higher classification
 - b) if the Employee is being advanced to the second pay point in the Government Lawyer Broadband (APS4), the Chief Executive Officer is satisfied that the Employee has been admitted as a solicitor of the High Court of Australia or the Supreme Court of a State or Territory, and
 - c) if the Employee is being advanced to the Senior Government Lawyer classification the Employee has been performing the work of the type and complexity required of a Senior Government Lawyer for at least three consecutive months.
- 90. Employees who advance to the Senior Government Lawyer classification will only advance to the lowest pay point unless they have previously performed higher duties at the Senior Government Lawyer classification for 12 or more months prior to advancement. Employees who have not previously performed higher duties at the Senior Government Lawyer classification for 12 or more months must remain at the lowest pay point for least 12 months before being entitled to further advancement in the Government Lawyer Broadband.
- 91. Where the Chief Executive Officer determines that there is more than one Employee at a Government Lawyer classification who is capable of performing work at the Senior Government Lawyer classification but there is insufficient work available at the higher classification for all such Employees, a merit selection exercise should be conducted to determine which Employee or Employees will be advanced to the Senior Government Lawyer classification.

Higher duties and Temporary Performance Loading (TPL)

- 92. Employees who are temporarily performing duties at a higher classification for three continuous weeks or more are entitled to receive TPL.
- 93. Where TPL is payable, it is paid at the lowest pay point of the higher classification unless the Chief Executive Officer determines otherwise and is paid from the first day of the commencement of the higher duties.
- 94. If the higher duties is for the minimum period that would attract TPL and a decision is made to share the opportunity between Employees, each Employee will be paid TPL for the period they perform duties at the higher classification.
- 95. Where an Employee is temporarily assigned duties at a classification in the Senior Executive Service, TPL will be determined by the Chief Executive Officer.

96. Where an Employee is absent on paid leave, or observes a Public Holiday, during a period the Employee was temporarily assigned duties at a higher classification, TPL will be payable for that absence, to the extent of the continued operation of the assignment. Where the period of leave is at half pay, the rate of TPL will be adjusted to half.

Superannuation

97. The Agency will make compulsory employer contributions as required by legislation and fund requirements.
98. The Agency's default superannuation fund is the Public Sector Superannuation Accumulation Plan. The Agency will provide employer superannuation contributions to members of the Public Sector Superannuation Accumulation Plan of no less than 15.4 per cent of an Employee's fortnightly contribution salary.
99. Where an Employee has chosen an accumulation superannuation fund other than the Public Sector Superannuation Accumulation Plan, the employer contribution will be the same percentage as required for Employees who are members of Public Sector Superannuation Accumulation Plan. 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 contributions (for example, it is unable to accept contributions for people aged over 75).
100. For chosen funds, the Agency will pay superannuation contributions to accumulation superannuation funds during periods of paid and unpaid parental leave (including Maternity, Parental, Adoption and Foster Care Leave). Contributions for periods of paid leave are not limited. Contributions for periods of unpaid leave are up to a maximum of 52 weeks unless otherwise required by legislation or fund requirements.
101. The Chief Executive Officer may decide to limit choice of an alternative superannuation fund 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 payroll system used by the Agency.
102. Any fees applied by a chosen fund associated with the administration of superannuation contributions will be borne by the Employee.

Allowances

Workplace Responsibility Allowance

103. Ongoing Employees who are appointed or elected to a workplace responsibility role are entitled to a Workplace Responsibility Allowance. The following Workplace Responsibility Allowance will apply:
- a) \$27 each fortnight on commencement of the Agreement
 - b) \$27.50 each fortnight 12 months after the commencement of the Agreement, and
 - c) \$28 each fortnight 24 months after the commencement of the Agreement.
104. A workplace responsibility role is a First Aid Officer, Harassment Contact Officer, Fire Warden or Health and Safety Representative.

105. For more information about this allowance, refer to the Safe Work Australia Workplace Responsibility Allowance Policy.

Community and Indigenous Australian Languages Allowance

106. An Employee is eligible for an annual allowance of \$1,700 per annum where the Employee is accredited to a fluent level in a recognised Community or Indigenous Australian language by an appropriate individual or body, and where the Employee is required to utilise a particular Community or Indigenous Australian language in the delivery of the Agency's programs.

Loss, Damage and Indemnity

107. The Chief Executive Officer may approve reimbursement to an Employee for loss or damage to clothing or personal effects which occurred in the course of the Employee's duties including official travel. The Employee is required to provide the Chief Executive Officer with reasonable evidence of the loss or damage to the clothing or personal effects. This reimbursement is not subject to tax instalment deductions.

Relocation assistance

108. Relocation assistance must be approved in writing by the Chief Executive Officer before any relocation takes place.
109. The Chief Executive Officer may approve a contribution towards reasonable costs when an Employee:
- a) permanently relocates at the requirement of the Agency
 - b) moves to a position which involves permanently moving from one geographic locality to another (whether on promotion or at classification), or
 - c) temporarily relocates at the requirement of the Agency, for a period of at least 13 weeks or more.
110. Relocation assistance is not available for moves within the Canberra Region.
111. Employees requesting transfer to another geographic locality for personal reasons are not entitled to relocation assistance.
112. For more information, refer to the Safe Work Australia Relocation Policy

Salary packaging

113. Employees are entitled to access flexible salary packaging. Where an Employee takes up the option of flexible salary packaging on a 'salary sacrifice' basis, the Employee's salary for purposes of superannuation, severance and termination payments (and any other purpose) will be determined as if the flexible salary packaging arrangement had not been entered into.
114. Any fringe benefits tax incurred in relation to an Employee as a result of their salary packaging arrangement will be met by the individual Employee.
115. For more information, refer to the Safe Work Australia Salary Packaging Policy.

Overpayments

116. Where an Employee is overpaid an amount of salary or other benefits, the overpayment will be recovered in accordance with the Fair Work Act and the Agency's Accountable Authority Instructions.

PART D - WORK LIFE BALANCE

Hours of work and attendance

- 117. An Employee must work their Ordinary Hours, unless otherwise agreed in writing by the Chief Executive Officer.
- 118. Ordinary Hours may be averaged over the Settlement Period for the purpose of determining flex debit/credit carry over, with the agreement of the Employee's manager.
- 119. An Employee must not work more than five hours without an unpaid meal break of at least thirty minutes.
- 120. An Employee must not work more than ten hours per day unless directed to do so by the Chief Executive Officer. The calculation of ten hours does not include travel time.

Unapproved absences

- 121. Where an Employee is absent from duty without approval, the Employee is not entitled to remuneration, including salary, and other benefits under this Agreement. An unapproved absence will not count as service for any purpose.
- 122. Amounts paid to an Employee in respect of an unapproved absence are overpayments and the Agency will recover those amounts in accordance with the Fair Work Act and the Agency's Accountable Authority Instructions.

Rest break

- 123. Employees should not commence work on any day without having at least a minimum eight hour break, plus reasonable travelling time, from the previous day's work.
- 124. Where the Chief Executive Officer requires an Employee to resume or continue work without having had a minimum break, the Employee will be paid at double the hourly rate for the hours worked, until they have had an eight hour continuous break.
- 125. Where all or some of the Employee's minimum break occurs during their Ordinary Hours, the Employee will be considered to have worked during this time and the Employee will not lose pay for the absence.

Flex Time

- 126. Flex Time is available to all Employees engaged at or below the APS 6 classification.
- 127. Eligible Employees may accumulate Flex Time within the Bandwidth. All Employees engaged at or below the APS 6 classification must record their hours of work daily on commencing and ceasing work in the manner stipulated by the Agency.
- 128. A flex credit occurs where an eligible Employee accumulates hours in excess of their Ordinary Hours. For a Full-time Employee, a maximum of 37 hours and 30 minutes flex credit may be accumulated and carried over into the next Settlement Period. For a Part-time Employee, a maximum flex credit that is equal to their weekly Ordinary Hours may be accumulated and carried over to the next Settlement Period.

129. A flex debit occurs where an eligible Employee works less time than their Ordinary Hours. For a Full-time Employee, a maximum of 22 hours and 30 minutes flex debit can be accumulated and carried over to the next Settlement Period. For a Part-time Employee, a maximum flex debit that is equivalent to 60 per cent of their weekly Ordinary Hours can be accumulated and carried over to the next Settlement Period.
130. Any flex debit will be deducted from a person's final monies if they cease to work for the Agency in accordance with the Fair Work Act and the Agency's Accountable Authority Instructions.
131. Flex leave is where an eligible Employee is absent with their manager's approval on any given day or part day and is not on any other form of leave. A Full-time Employee may use up to the equivalent of five days flex leave or incur up to three days flex debit in a Settlement Period (pro-rata for Part-time Employees). Flex leave requires prior approval from the Employee's manager, and reasonable notice is required.
132. Where there is insufficient work, the Chief Executive Officer may direct an Employee not to work time in addition to their Ordinary Hours.
133. Where the Chief Executive Officer considers that the Employee's attendance is unsatisfactory or that the Employee is misusing Flex Time, the Chief Executive Officer may direct the Employee to work Ordinary Hours for a period of time specified by the Chief Executive Officer.

Executive Level Employees – flexible working arrangements

134. An Executive Level Employee may work flexible hours where their manager agrees.
135. Executive Level Employees are expected to work reasonable additional hours, and their salary takes this into account.
136. Executive Level Employees may access Time Off in Lieu (TOIL). TOIL is where an Executive Level Employee is absent with their manager's approval on any given day or part day but is not on any other form of leave. TOIL does not accumulate on an hour-for-hour basis. TOIL may be taken in conjunction with approved leave. A formal application need not be completed.

Overtime

137. Where operational requirements make it necessary, the Chief Executive Officer may direct an Employee to work outside the Standard Day or in excess of their Ordinary Hours on any given day.
138. An Employee directed to work outside the Standard Day or in excess of their Ordinary Hours on any given day is entitled to overtime payment, or where agreed, equivalent Flex Time. If the Employee receives payment of overtime in their salary, this is instead of, not in addition to, an accrual of flex credits for the purposes of Flex Time.
139. Where a period of overtime is not continuous with the Employee's Ordinary Hours, not including Emergency Duty, the base period of overtime payment for such work will be calculated as if the Employee had worked for four hours. When determining whether a period is continuous with Ordinary Hours, meal breaks should not be regarded as breaking continuity.

140. Overtime payments will be calculated as follows:
- **Monday to Saturday:** one and a half times the Employee's hourly rate for the first three hours each day and double the hourly rate thereafter.
 - **Sunday:** double the Employee's hourly rate.
 - **Public Holiday:** two and a half times the Employee's hourly rate.
141. For Employees at or below the APS 6 classification, agreed Flex Time in lieu of overtime may be taken as follows:
- a) Combination - where the Employee and the Chief Executive Officer agree, Flex Time on an "hour for hour" basis with an entitlement to a residual payment (for example - three hours' time off plus three hours pay at half the Employees' hourly rate, instead of three hours overtime at time and a half); or
 - b) Flex Time only - on an overtime rate basis (for example, four and a half hours' Flex Time instead of three hours overtime payment at time and a half).
142. Where Flex Time has been agreed instead of overtime payment and the Employee has not been granted flex leave in four weeks or another agreed period, due to operational requirements, payment of the overtime entitlement will be made.
143. Executive Level Employees will only be entitled to receive overtime in special circumstances and with the approval of the Chief Executive Officer. The Employee may be compensated for additional hours worked in the form of TOIL but there is no entitlement to compensation on an hour-for-hour basis.

Overtime Meal Allowance

144. Where an Employee at or below the APS 6 classification is directed to work at least three hours outside the Standard Day or in excess of their Ordinary Hours they will receive a meal allowance of \$27.50. Where such an Employee works a further five hours on a Saturday, Sunday or Public Holiday, they will receive an additional meal allowance of \$27.50. Overtime Meal Allowance is payable regardless of whether the directed overtime is compensated as paid overtime or as Flex Time at overtime rates.
145. Where special circumstances exist and an Executive Level Employee is entitled to paid overtime, they may also receive a meal allowance of \$27.50 but only where they have been directed to work at least three continuous additional hours outside their Ordinary Hours. Where an Executive Level Employee is supervising Employees on overtime who are entitled to the payment of a meal allowance, the Executive Level Employee will also be entitled to the payment of a meal allowance.

Working from home or another location

146. The Chief Executive Officer may approve an Employee working from home or another location.
147. Where an Employee has a regular approved working from home arrangement, assistance to maintain home based IT equipment and internet access may be approved by the Chief Executive Officer, up to a maximum value of \$3,000 per annum.

Workplace Health and Wellbeing

148. The Agency will have a Health and Wellbeing Strategy.

Emergency duty and additional childcare costs

149. The Chief Executive Officer may direct an Employee who has worked their Ordinary Hours and ceased duty on a given day to return to duty. This is known as Emergency Duty.
150. An Employee engaged at or below the APS 6 classification who undertakes Emergency Duty and who has not received overtime under clause 139 or 140, will be entitled to a base payment of two hours (which includes reasonable travel time) at double the hourly rate. An Executive Level Employee who undertakes Emergency Duty will be entitled to a base payment of two hours (which includes reasonable travel time) at double the hourly rate in special circumstances with the approval of the Chief Executive Officer.
151. Employees who undertake Emergency Duty are also entitled to reimbursement for child care costs where those costs are incurred as a necessary consequence of undertaking Emergency Duty and could not reasonably have been avoided by the Employee.

Christmas Closedown

152. The Agency will close its normal operations from 12:30 pm on the last working day before Christmas Day with operations resuming on the first working day following the first day of January; this is Christmas Closedown.
153. An Employee is not required to work during Christmas Closedown, unless directed otherwise by the Chief Executive Officer.
154. Payment for absences on working days during Christmas Closedown will be made in accordance with Employees' Ordinary Hours, unless the Employee is absent on Long Service Leave or Maternity Leave. In that case, payment for Christmas Closedown will be in accordance with the entitlement, if any, for that form of leave
155. With the exception of Long Service Leave and Maternity Leave, there will be no deduction from leave credits during Christmas Closedown.
156. If an Employee is directed by the Chief Executive Officer to work during Christmas Closedown, they will be entitled to overtime, or where agreed, equivalent Flex Time for those working hours, or if they are an Executive Level Employee, TOIL on an hour-for-hour basis.
157. An absence during Christmas Closedown by an Employee who would normally be working their Ordinary Hours will count as service for all purposes.

Public Holidays

158. Employees are entitled to the following Public Holidays:
- a) New Year's Day (1 January)
 - b) Australia Day (26 January)
 - c) Good Friday

- d) Easter Monday
 - e) Anzac Day (25 April)
 - f) The Queen's Birthday holiday (on the day which it is celebrated in a State or Territory or region of a State or Territory)
 - g) Christmas Day (25 December)
 - h) Boxing Day (26 December), and
 - i) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a Public Holiday, other than a day, or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations as counting as a Public Holiday.
159. If under a law of a State or Territory, a day or part-day is substituted for one of the Public Holidays in clause 158, then the substituted day or part-day is the Public Holiday.
160. The Chief Executive Officer and an Employee may agree on a substitution of a day or part-day that would otherwise be a Public Holiday, having regard to operational requirements.
161. 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 day or part-day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked that day.
162. Where a Public Holiday falls during a period when an Employee is absent on leave (other than Annual Leave or paid Personal/Carer's 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.

PART E - TRAVEL

- 163. An Employee must have prior approval from the Chief Executive Officer to undertake travel for official business and to commit expenditure in relation to that travel.
- 164. For more information, refer to the Safe Work Australia Travel Policy.

Recognition of travel time

- 165. An Employee travelling for official business is entitled to have travel time recognised as Ordinary Hours.
- 166. The Chief Executive Officer may approve the adjustment of the Bandwidth to another 12 hour period for the purposes of recognising travel time as Ordinary Hours (e.g. 5:00 am – 5:00 pm). For the purposes of this Part, Bandwidth means the Bandwidth in Appendix A or another Bandwidth approved by the Chief Executive Officer under this clause.
- 167. For Employees at or below the APS 6 classification, travel for official business undertaken during the Bandwidth may be recorded as Flex Time, subject to any directions from the Chief Executive Officer as to how travel time is recorded.
- 168. Travel time will not be paid as overtime.

Part day travel allowance

- 169. Where an Employee is required to travel for official business for a period of 10 hours or more but no overnight stay, the Employee will be entitled to a part day travel allowance of \$44.

Travel expenditure

- 170. An Employee who undertakes travel for official business and is required to be away from home overnight will have travel expenses met, and travel allowances paid, up to the indicative daily cap set out in the Safe Work Australia Travel Policy.
- 171. The Chief Executive Officer may approve the payment or reimbursement for expenditure incurred in excess of the indicative daily cap.

Non-commercial accommodation allowance

- 172. Where an Employee is required to be away from home overnight and chooses to stay in non-commercial accommodation, the Employee may access a non-commercial accommodation allowance of up to \$60 per night. No other amount for accommodation will be paid or reimbursed by the Agency.

Motor vehicle allowance

- 173. Where the Chief Executive Officer authorises an Employee to use a private vehicle for official business, the Employee is entitled to a motor vehicle allowance, payable in accordance with the relevant Australian Taxation Office determination.

Living away from home allowance

174. Where an Employee, undertaking travel for official business, is required to reside in one locality for a period of at least 21 days, the Chief Executive Officer may determine an alternative living away from home allowance that is reasonable in the circumstances. Trips home will not be regarded as a break for the purposes of determining whether an Employee is residing in one locality for a period of at least 21 days.

PART F - LEAVE

Annual Leave

- 175. A Full-time Employee is entitled to four weeks' paid Annual Leave for each year of service.
- 176. Annual Leave accrues progressively during a year of service according to the Employee's Ordinary Hours, and accumulates from year to year.
- 177. Annual Leave may be taken at full or half pay. Annual Leave including at half pay counts as service for all purposes. Where an Employee takes leave at half pay, deductions from leave credits will also be halved for the duration of the leave.
- 178. Annual Leave may be accessed at any time, subject to operational requirements and the approval of the Employee's manager.
- 179. The Chief Executive Officer may direct an Employee to take Annual Leave where the direction is reasonable. This would generally include where the Employee has an excessive Annual Leave balance and has no upcoming leave which will reduce that balance. An excessive Annual Leave balance means the equivalent of two or more years of leave accrual.

Cashing Out of Annual Leave

- 180. An Employee may request to cash out Annual Leave. The Chief Executive Officer may approve requests to cash out Annual Leave subject to the following conditions:
 - a) Annual Leave must not be cashed out if the cashing out would result in the Employee's remaining Annual Leave balance being less than four weeks,
 - b) each cashing out of Annual Leave must be by a separate agreement in writing between the Agency and the Employee, and
 - c) the Employee must 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.
- 181. The Chief Executive Officer will not approve requests to cash out Annual Leave in accordance with clause 180 unless the Employee takes at least ten days Annual Leave at the same time or has taken a block of ten days Annual Leave (pro rata for Part-time Employees) in the same calendar year.

Purchased Leave

- 182. With the approval of the Chief Executive Officer, an Employee may purchase up to eight weeks additional Annual Leave per calendar year or up to twelve weeks additional Annual Leave for sabbatical purposes. This is known as Purchased Leave.
- 183. An Employee who purchases additional Annual leave will have an amount deducted from their fortnightly salary in equal instalments over the course of a nominated 12 month period or a lesser period if agreed between the Employee and the Chief Executive Officer.

184. Unless otherwise agreed, the amount deducted for Purchased Leave not taken during the nominated 12 month period will automatically be reimbursed at the rate at which it was purchased.
185. Where an Employee who has taken Purchased Leave leaves the Agency before having repaid the Purchase Leave amount in full, the amount outstanding must be repaid before the Employee's last day of employment.
186. Any amounts deducted from an Employee's salary for Purchased Leave that has not been taken will be refunded to the Employee on separation.
187. Purchased Leave can not be taken at half pay.
188. An Employee who accesses Purchased Leave cannot take Annual Leave at half pay in the same calendar year.
189. Purchased Leave counts as service for all purposes.

Personal/Carer's Leave

190. Full-time ongoing Employees are entitled to 18 days of paid Personal/Carer's Leave per year of service, credited on 1 January each year.
191. An ongoing Employee who commences after 1 January will be credited their paid Personal/Carer's leave entitlement on commencement. On 1 January in the following year, the Employee will be credited with a pro-rata amount of paid Personal/Carer's leave equivalent to their length of service in the Agency in their commencement year.
192. Non-ongoing Employees are entitled to:
 - a) seven days paid Personal/Carer's Leave on commencement, provided their prior service has not been recognised, then
 - b) accrue paid Personal/Carer's Leave progressively throughout their first year of service, up to a maximum of 18 days (including the initial seven days), then
 - c) be credited 18 days Personal/Carers leave after each 12 months' of service.
193. Unused paid Personal/Carer's Leave accrues during the course of the Employee's employment but is not paid out on separation.
194. Paid Personal/Carer's Leave counts as service for all purposes and may be taken when an Employee is absent:
 - a) due to personal illness or injury including attendance at Medical Appointments
 - b) to provide care or support for a member of the Employee's Family or household who is ill or injured, including attendance at Medical Appointments
 - c) to provide care or support for a member of the Employee's Family or household who is affected by an unexpected emergency or special circumstance, or
 - d) as a result of special circumstances as approved by the Chief Executive Officer.

195. Paid Personal/Carer's Leave must not be taken for an absence outlined in clause 194(d) if this results in the Employee having access to less than the minimum 10 days per year for Personal/Carer's Leave purposes under the National Employment Standards.
196. An Employee receiving workers' compensation for more than 45 weeks will accrue Personal/Carer's Leave on the basis of actual hours worked.
197. Where special circumstances exist, an Employee may take paid Personal/Carer's Leave at half pay instead of full pay when approved by the Chief Executive Officer. Where an Employee takes leave at half pay, deductions from leave credits will also be halved for the duration of the leave.
198. Where an Employee, including a Casual Employee, has exhausted their paid Personal/Carer's Leave entitlements they may take two days unpaid leave for each occasion where a member of their Family or household requires care or support because of a illness or a injury, or an unexpected emergency or special circumstance affecting the member.

Notice and evidence required for taking Personal/Carer's Leave

199. A manager may request an Employee to provide evidence to be entitled to Personal/Carer's Leave where the Employee is absent from work for a period of one or more days. The Employee should give notice as soon as practicable of the period or expected period of leave.
200. No more than three consecutive days of Personal/Carer's Leave may be taken without evidence.
201. An Employee who does not provide evidence on request may not be entitled to Personal/Carer's Leave for that absence.
202. Evidence for taking Personal/Carer's Leave means:
 - a) a medical certificate from a health practitioner
 - b) a statutory declaration, if it was not reasonably practicable for the Employee to obtain a medical certificate, and/or
 - c) with the prior agreement or direction of the Chief Executive Officer, another form of evidence, including no evidence.
203. If an Employee provides a statutory declaration as evidence, the statutory declaration must set out why the Employee is or was unable to attend work, and why it was not practicable for them to obtain a medical certificate.

Compassionate Leave

204. An Employee is entitled to a period of three days of paid Compassionate Leave for each occasion when a member of the Employee's Family or household:
 - a) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life, or
 - b) dies.

- 205. Casual Employees engaged by the Agency are entitled to three days unpaid Compassionate Leave for each occasion outlined in clause 204.
- 206. Compassionate Leave does not need to be taken in a single block.
- 207. An Employee may be required to provide reasonable evidence to the Chief Executive Officer in support of an application for Compassionate Leave.
- 208. Compassionate Leave will count as service for all purposes.

Family and domestic violence support

- 209. An Employee affected by family and domestic violence may be granted Personal/Carer's Leave under clause 194, for the following circumstances:
 - a) for illness or injury affecting the Employee resulting from domestic or family violence
 - b) to provide care or support for a member of the Employee's Family or household who is ill or injured as a result of domestic or family violence
 - c) to provide care or support for a member of the Employee's Family or household who is affected by an unexpected emergency as a result of domestic or family violence, or
 - d) as a result of other pressing or unavoidable absences connected with the health or wellbeing of the Employee or a member of the Employee's Family or household as a result of domestic or family violence.
- 210. Where an Employee affected by family and domestic violence requires leave for purposes not covered by clause 209 or where an Employee has exhausted their Personal/Carer's Leave entitlements, the Chief Executive Officer may determine an alternative leave type, including Miscellaneous Leave.
- 211. For more information, refer to the Safe Work Australia Domestic and Family Violence Policy.

Long Service Leave

- 212. An Employee will be entitled to Long Service Leave as provided for in the Long Service Leave Act.
- 213. The minimum period for which Long Service Leave will be granted is seven calendar days at full pay (or 14 days at half pay). Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

Miscellaneous Leave

- 214. The Chief Executive Officer may approve Miscellaneous Leave with full pay, part pay or without pay for a purpose that the Chief Executive Officer considers to be in the interest of the Agency or the APS, or where the Employee is not otherwise entitled to leave under the National Employment Standards or this Agreement. Unpaid Miscellaneous Leave will not count as service unless the Chief Executive Officer determines otherwise or if required by legislation.

Maternity and Parental Leave

- 215. Employees are entitled to Maternity Leave (paid and/or unpaid) in accordance with the Maternity Leave Act.
- 216. An Employee who is entitled to paid Maternity Leave under the Maternity Leave Act is entitled to access an additional four weeks of paid leave immediately following the paid Maternity Leave. These four weeks will count as service for all purposes.
- 217. Employees, including Casual Employees with regular and systematic service of at least 12 months, are also covered by the Parental Leave provisions of the Fair Work Act.
- 218. An Employee who adopts or permanently fosters a child is entitled to up to 12 months of Parental Leave when that child:
 - a) is under 16 years
 - b) has not, or will not have, lived continuously with the Employee for a period of six months or more as at the day (or expected day) of placement, and
 - c) is not (otherwise than because of the adoption) a child of the Employee or the Employee's partner.
- 219. An Employee who adopts or permanently fosters a child and who is the primary carer of the child is entitled to up to 16 weeks of paid Parental Leave, commencing from the day of the placement of the child, provided the Employee satisfies the equivalent qualifying service requirements to paid Maternity Leave under the Maternity Leave Act.
- 220. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for Parental Leave for adoption or permanent foster carer purposes.
- 221. An Employee who is entitled to paid Maternity Leave or paid Parental Leave may elect to spread the payment for leave over a maximum period of 32 weeks at a rate of no less than half pay. A maximum of 16 weeks of the leave will count as service.
- 222. Unpaid Maternity Leave or Parental Leave taken in the first 12 weeks of the leave period counts as service and taking this leave does not break continuity of service.
- 223. Unpaid Maternity Leave or Parental Leave taken after the first 12 weeks of the leave period does not count as service for any purpose.
- 224. Any days of unpaid Maternity Leave and Parental Leave that fall on a Public Holiday or during Christmas Closedown are included as part of the Employee's leave entitlement and the Employee's leave entitlement will not be extended.
- 225. On ending the initial 12 months of Maternity Leave or Parental Leave, an Employee 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.
- 226. On ending Maternity Leave or Parental Leave, an Employee has the return to work guarantee and the right to request Flexible Working Arrangements that are provided in this Agreement and by the Fair Work Act.

227. An Employee returning from Maternity Leave or Parental Leave may access part-time hours.

Supporting Partner Leave

228. An Employee, other than a Casual Employee, who is not otherwise entitled to paid Maternity Leave or Parental Leave under the Maternity Leave Act or this Agreement is entitled to four weeks of paid leave on the birth, adoption or permanent Foster Care placement of a child or their partner's child. This leave will not be extended if a Public Holiday or Christmas Closedown falls during the period of leave.
229. Supporting Partner Leave is to be commenced in four weeks of the birth/placement of the child. This period will not be extended if a Public Holiday or Christmas Closedown falls during the period.
230. Documentary evidence or a birth certificate following the birth of a child must be submitted when applying for Supporting Partner Leave.
231. Supporting Partner Leave will count as service for all purposes.
232. An Employee may elect to take Supporting Partner Leave at half pay over a maximum period of eight weeks. A maximum of four weeks of the leave period will count as service.

Defence Reserve Leave

233. An Employee may be granted leave (with or without pay) to enable the Employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
234. An Employee is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
235. With the exception of the additional two weeks in the first year of ADF Reserve Service, leave can be accumulated and taken over a period of two years.
236. An Employee who is an officer or instructor of Cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes Cadet Force means that Australian Navy Cadets, Australian Army Cadets or Australian Air Force Cadets.
237. Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave to undertake CFTS counts as service for all purposes except Annual Leave accrual.

War Service Sick Leave

238. Employees may be eligible to be granted War Service Sick Leave while unfit for duty because of a psychological or physical illness, disease or injury that has been determined by the Department of Veterans' Affairs, within the meaning of the relevant legislation, to be caused by war, war-like or non-war-like service, which could include hazardous or peacekeeping service.

239. Eligible Employees will accrue a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

Community Service Leave

240. An Employee is entitled to Community Service Leave in accordance with the Fair Work Act. Community Service Leave includes leave to undertake jury service or a voluntary emergency management activity. The Chief Executive Officer may decide whether to grant this leave with pay or without pay.
241. Community Service Leave counts as service for all purposes.
242. An Employee undertaking Community Service Leave to undertake jury service is entitled to be paid by the Agency for any period of jury service. In the event that the Employee receives any amount for the period of jury service, the Employee will be required to pay that amount to the Agency, with the exception of an amount that is, or that is in the nature of, reimbursement for expenses.

Community Volunteer Leave

243. An Employee may be granted up to two days paid (and thereafter reasonable unpaid) Community Volunteer Leave each calendar year to volunteer with community organisations. Paid leave will not be available to attend ceremonial functions unless the organisation certifies in writing that the Employee is required to attend as part of their duties.
244. The amount of additional unpaid leave granted will take account of operational requirements.

Leave portability

245. Where an Employee moves into the Agency (including on promotion or for an agreed period) from another agency where they were an ongoing APS Employee, the Employee's untaken accrued Annual Leave and Personal/Carer's Leave (however described) will be transferred provided there is no break in continuity of service.
246. Where an Employee is engaged by the Agency immediately following a period of ongoing or non-ongoing employment under the Parliamentary Service Act or from the ACT Public Service, the Employee's untaken accrued Annual Leave and Personal/Carer's Leave (however described) will be recognised unless the Employee received payment in lieu of those entitlements upon cessation of employment.
247. Service with organisations where the Employee was previously employed under the Parliamentary Service Act or from the ACT Public Service will be recognised for Personal/Carer's Leave purposes if the break in service is not more than two calendar months.
248. Accumulated Annual Leave will not be recognised where the Employee received a pay out on separation from their previous employer, including a redundancy payment.

Leave deferral

249. Where an Employee takes 30 days or more leave without pay in total in a calendar year:

- a) the period of leave without pay does not count as service for any purpose, unless otherwise required by legislation, and
- b) the Employee's next accrual of Annual Leave and paid Personal/Carer's Leave will be deferred by one day for each day's absence inclusive of the initial 30 days. This means that the Employee will not accrue Annual Leave and paid Personal/Carer's Leave for the days the Employee is absent.

Cancellation of leave and recall to duty from leave

250. Where an Employee's leave is cancelled by the Chief Executive Officer without reasonable notice, or they are recalled to work from leave:
- a) the Chief Executive Officer may authorise reimbursement of reasonable travel costs and other incidental or unavoidable costs or expenses not otherwise recoverable under insurance or from another source,
 - b) the Chief Executive Officer may authorise the recognition of travel time as Ordinary Hours, and
 - c) all untaken leave will be re-credited.

Re-crediting of Annual Leave

251. If, during a period of Annual Leave or Long Service Leave, an Employee becomes eligible for another type of leave that is required by legislation or this Agreement to be granted, the Employee will be taken not to be on Annual Leave or Long Service Leave for the affected period. This is subject to the Employee producing satisfactory evidence. Annual Leave or Long Service Leave will be re-credited to the extent of other leave granted.
252. An example of such leave includes, but may not be limited to, Personal/Carer's Leave, Compassionate Leave, Maternity Leave and Community Service Leave.

More information on leave entitlements

253. For more information on leave entitlements relating to each section refer to the Safe Work Australia Leave Policy.

PART G - PERFORMANCE MANAGEMENT, LEARNING AND DEVELOPMENT

Performance management

- 254. All Employees are required to participate in the Performance and Development Scheme.
- 255. For more information about the Performance and Development Scheme, refer to the Safe Work Australia Performance and Development Policy.

Learning and development

- 256. The Agency may fund professional development that relates to an essential qualification that an Employee requires to perform their duties or which meet the Employee's career development needs. The approval of funding is at the discretion of the Chief Executive Officer.
- 257. The Agency may fund formal study in a field which supports the Agency's strategic goals or which meets the Employee's career development needs. The approval of funding is at the discretion of the Chief Executive Officer.

Study Leave

- 258. Employees on an approved course of study may also be entitled to Study Leave. Study Leave may be granted by the Chief Executive Officer for:
 - a) study funded by the Agency, or
 - b) study funded by the Employee provided that the study is in a field which supports the Agency's strategic goals or which meets the Employee's career development needs.
- 259. For more about study assistance, refer to the Study Assistance Guidelines.

PART H – EMPLOYEE SEPARATION

Employee initiated separation from the APS

260. An Employee will, where practicable, give a minimum of two weeks' notice of their intention to resign or retire from the APS, except where a lesser period is agreed with the Chief Executive Officer.
261. All resignations will be deemed to take effect at the close of business on the day the Employee's notice states will be their last day of work (resignation date). Where an Employee's notice states that their last day of work would be a Public Holiday, the resignation will be deemed to take effect from close of business on the working day immediately prior to the Public Holiday.

Death of Employee

262. Where an Employee dies, or the Chief Executive Officer has determined that an Employee is presumed to have died on a particular date, the Chief Executive Officer will, subject to any legal requirements, authorise the payment of the amount to which the former Employee would have been entitled had the Employee resigned or retired from employment on that date. Long Service Leave credits will be paid out in accordance with the Long Service Leave Act.
263. Payment will be made at the Chief Executive Officer's discretion to the Dependents or the Partner of the former Employee or the former Employee's legal representative. If a payment has not been made within 12 months of the former Employee's death or presumed date of death, it will be paid to the Employee's legal representative.

Excess Employees

264. Clauses 265 to 301 apply to all Employees covered by this Agreement excluding:
- a) an Employee who is still serving a probationary period, and
 - b) non-ongoing Employees.

Definition of 'excess'

265. An Employee will be considered excess where:
- a) the Employee is part of a class of Employees that is larger in size than is necessary for the efficient and economical working of the Agency
 - b) the services of an 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 in a different locality, the Employee is not willing to perform the duties at the other locality and the Chief Executive Officer has determined that these provisions will apply to that Employee.

Voluntary redundancy

266. Where the Chief Executive Officer identifies that an Employee is potentially excess, the Chief Executive Officer will:
- a) advise, in writing, the affected Employee of the situation, including the reasons for the situation, and
 - b) hold discussions with the Employee and their representative (if the Employee chooses), about the voluntary redundancy and reassignment process, and invite the Employee to express an interest in a voluntary redundancy.
267. Where the Employee expresses an interest in a voluntary redundancy, the Employee will be provided with voluntary redundancy information that includes:
- a) when the Chief Executive Officer proposes to terminate the Employee's employment, under section 29 of the Public Service Act
 - b) amounts payable as severance pay, pay in lieu of notice and accrued Annual Leave and Long Service Leave credits
 - c) information about superannuation (including amounts of accumulated superannuation contributions where available)
 - d) the taxation rules applicable to the various payments, and
 - e) the availability of financial assistance, on a reimbursement basis, towards obtaining independent financial advice up to the value of \$1,200.
268. The voluntary redundancy information is provided for guidance purposes only, and is not an offer capable of forming a binding contract.
269. Only one invitation to express interest in a voluntary redundancy will be provided to an Employee in a potentially excess situation.

Consideration Period

270. The Employee will have two months to consider the voluntary redundancy from the date the Chief Executive Officer provides the Employee with the voluntary redundancy information. This period is known as the consideration period.
271. The Employee must advise the Chief Executive Officer, in writing, by the end of the consideration period whether they wish to be considered for voluntary redundancy or if they wish to be considered for reassignment of duties.
272. The Employee may agree in writing to reduce the consideration period by agreeing to an earlier termination of employment date. Where this occurs, the Employee will receive a payment for the remainder of the consideration period. The payment is in lieu of any remainder of the consideration period and will also include an amount equivalent to the Annual Leave and Long Service Leave entitlements that would have been accrued by the Employee had they been employed throughout the entire consideration period.
273. If the Employee neither accepts the voluntary redundancy, nor expresses a preference for reassignment of duties by the end of the consideration period, it will be taken that the

Employee's preference is to be considered for reassignment of duties and their retention period will commence in accordance with clause 286.

Career Transition Assistance

274. Within one month of being offered a voluntary redundancy, the Employee will be offered Career Transition Assistance which will include:
- a) advice on the re-assignment and redundancy process
 - b) a point of contact for individual queries
 - c) assistance with identifying re-assignment opportunities, and
 - d) training/redeployment assistance.

Notice of termination of employment

275. Where an Employee advises that they wish to be considered for a voluntary redundancy, the Chief Executive Officer may determine that the Employee is excess and terminate the Employee's employment under section 29 of the Public Service Act. Termination of employment will not take effect before the end of the consideration period without the written agreement of the Employee.
276. The notice of termination period will be four weeks, or five weeks for an Employee over 45 years of age with at least five years of continuous APS service at the time of the voluntary redundancy. Where an Employee agrees to an earlier termination of employment date before the end of the consideration period, the Employee will be entitled to receive payment in lieu of the entire notice of termination period. Where an Employee agrees to an earlier termination after the end of the consideration period, the Employee will be entitled to receive payment for any unserved portion of the notice of termination period.

Severance pay

277. An Employee who accepts a voluntary redundancy and whose employment is terminated under section 29 of the Public Service Act on the grounds that they are excess to the requirement of the Agency, will be entitled to the following severance pay, subject to any minimum amount the Employee is entitled to under the National Employment Standards:
- a) two weeks' salary for each completed continuous year of service, and
 - b) a pro-rata payment for completed continuous months of service since the last completed year of service.
278. Clause 277 is subject to the condition that the minimum amount of severance pay must be an amount equal to four weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.
279. Severance pay is calculated on a pro-rata basis for any period of service when the Employee worked part-time, subject to any minimum amount the Employee is entitled to under the National Employment Standards.

Service for severance pay purposes

280. Service for severance pay purposes means:

- a) service in the Agency,
- b) Government Service as defined in section 10 of the Long Service Leave Act,
- c) service with a Commonwealth body (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 Force,
- e) APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes, and
- f) service in another organisation where an Employee was transferred from that organisation with a transfer of function; or an Employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for Long Service Leave purposes.

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

- a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the Employee before ceasing employment with the preceding employer, or
- 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*.

Service not to count for severance pay purposes

282. Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:

- a) termination under section 29 of the Public Service Act,
- b) prior to the commencement of the Public Service Act, by way of redundancy, forfeiture of office, retirement on the grounds of invalidity, inefficiency or loss of qualifications or dismissal or termination of probationary appointment for reasons of unsatisfactory service,
- c) voluntary retirement at or above the minimum retiring age applicable to the Employee, or
- d) payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.

283. Absences from duty which do not count as service for Long Service Leave purposes will also not count for severance pay purposes.

Salary for redundancy calculations

284. For an excess Employee, 'salary' includes:
- a) the Employee's substantive salary on the date of termination of their employment
 - b) TPL where the Employee has received TPL for a continuous period of at least 12 months immediately preceding the date on which the Employee is offered a voluntary redundancy, and
 - c) allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Transfer with another Employee (job swap)

285. Where an Employee does not wish to be considered for a voluntary redundancy, the Employee may agree to transfer with another Employee from the Agency or with an Employee from another Agency. The other Employee must not already be excess, but wishes to be excess. Transfers with another Employee are subject to the approval of the Chief Executive Officer and are considered on a case-by-case basis.
286. The transfer with another Employee must be completed and in effect prior to end of the consideration period.

Retention Period

287. Where an Employee does not wish to be considered for a voluntary redundancy, and the Chief Executive Officer determines that the Employee is excess, the Employee will commence their retention period on the day after the expiry of the consideration period.
288. The intention of the retention period is to enable an Employee who is excess to be reassigned in the APS or to find other suitable employment. Consistent with this intention, during the retention period:
- a) the Agency will continue to provide reasonable career transition assistance and take reasonable steps to move the Employee to a suitable vacancy in the Agency or to another agency or to pursue placements outside the APS, and
 - b) the Employee will take reasonable steps to secure permanent re-assignment or placement.
289. The retention period is:
- a) 13 months where an Employee has 20 or more years of continuous, current service with the APS or is over 45 years of age, or
 - b) seven months for all other Employees.

290. However, the retention period applying under clause 289 is reduced by an amount equivalent to an Employee's redundancy entitlement under the National Employment Standards calculated as at the end of the adjusted period.
291. Where the Chief Executive Officer determines there is insufficient work available to an Employee during the retention period, the Chief Executive Officer may, with the agreement of the Employee, terminate their employment under section 29 of the Public Service Act. The Employee will be paid the balance of the retention period as a lump sum.

Reassignment of duties and reduction in classification

292. The following will apply during the retention period:
- a) the Employee will have access to up to \$1,200 for payment for outplacement services or training opportunities that would be expected to enhance their employment prospects. The Chief Executive Officer may also approve additional outplacement assistance (up to the value of \$3,000) during the retention period for Employees over 45 years of age and Employees in regional remote areas
 - b) the Employee will be considered for advertised vacancies to which the Employee seeks a transfer first and in isolation from, and not in competition with, other applicants who are not excess, but only at or below the Employee's classification. In placing the Employee, consideration will be given to the Employee's current skills and experience or the Employee's ability to acquire the relevant skills for the advertised vacancy in a short period of time
 - c) Suitable trial placements in another organisation including private sector organisations, may be funded for up to three months where there is an identifiable opportunity for permanent placement and no transfer arrangement with another Employee is involved. An Employee may undertake more than one trial placement, and
 - d) reasonable assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment, on request.
293. If a suitable vacancy does not exist at the same classification in the Agency, or where the Chief Executive Officer proposes to reduce the Employee's classification as a means of securing alternative employment, the Employee will be given four weeks' notice before the reduction in classification occurs.
294. If a reduction in classification occurs after the consideration period and before the end of the retention period, the Employee will receive payments to maintain the Employee's salary for the balance of the retention period, after which the Employee's salary will be paid at the highest pay point at the reduced classification.

Extension of the retention period

295. The retention period will only be extended by certified leave for personal illness or injury, mandatory Maternity Leave or where the Chief Executive Officer is satisfied that an Employee is substantially incapacitated and unfit for work. The retention period will not be extended for any other absences except where the Chief Executive Officer is satisfied that special circumstances exist.

296. In any circumstances, the retention period will not be extended beyond an additional eight weeks.

Involuntary Redundancy

297. If an Employee is unsuccessful in obtaining permanent reassignment of duties at the end of the retention period, their employment will be terminated under section 29 of the Public Service Act on the ground of excess to the requirements of the Agency.
298. Where an Employee's employment is to be terminated, the Employee will be given four weeks' notice of termination of employment, or five weeks for an Employee over 45 years of age with at least five years of continuous APS service. The notice of termination of employment period will be served, as far as reasonably practicable, concurrently with the retention period.
299. In deciding whether to terminate the employment of an Employee, the Chief Executive Officer will take account of any reassignment process that may be in progress.
300. An Employee may consent to involuntary termination during the retention period. Severance pay is not available to Employees who resign or consent to involuntary redundancy during the retention period.
301. Where an Employee elects to have their employment terminated before the expiration of the notice of termination period, payment in lieu for any unserved portion of the notice of termination period will be made to the Employee.

PART I - DISPUTE RESOLUTION

Introductory clauses

302. If a dispute relates to a matter arising under this Agreement or the National Employee Standards, this Part sets out procedures to settle that dispute.
303. An Employee who is a party to a dispute may appoint a representative for the purposes of the procedures.
304. While the parties are trying to resolve the dispute using the procedures:
- a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b) an Employee must comply with a direction given by the Agency to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe, or
 - ii. applicable work 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.

Internal dispute resolution

305. In the first instance, the parties to the dispute must attempt to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant manager.

External dispute resolution

306. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
307. The Fair Work Commission may deal with the dispute in two 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 the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.

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

APPENDIX 1 – Definitions

ACT Public Service means the public service of the ACT.

Agency means Safe Work Australia.

Agreement means the Safe Work Australia Enterprise Agreement 2019-2022.

APS means Australian Public Service.

APS Employee has the same meaning as the *Public Service Act 1999*.

Bandwidth means 7:00am to 7:00pm from Monday to Friday, except on a Public Holiday or where a different start time is approved for travel purposes.

Broadband means the allocation of more than one classification to a group of duties to be performed in the Agency where the work value of that group of duties involves more than one classification.

Cadet means an Employee allocated the classification of Cadet APS in accordance with the *Public Service Classification Rules 2000*. Cadets undertake a Cadetship with the Agency involving a combination of full time study and work placement throughout the duration of their studies.

Canberra Region includes:

- a) anywhere within the Australian Capital Territory
- b) anywhere within a 150km radius of the Canberra GPO, and
- c) anywhere within a 150km radius of the Agency's premises.

Casual Employee/s means a person engaged as a casual, and includes an APS Employee engaged for duties that are irregular or intermittent.

Chief Executive Officer means the Agency Head of Safe Work Australia and their delegate.

De Facto Partner has the same meaning as in the Fair Work Act.

Dependant/s means:

- a) the Partner of the Employee, and/or
- b) a child or parent of the Employee, or of the Partner of the Employee, being a child or parent who ordinarily resides with the Employee and who is wholly or substantially dependent on the Employee.

Employee/s means an Employee of the Agency covered by this Agreement (whether Full-time or Part-time) and includes non-ongoing and intermittent Employees.

Fair Work Act means the *Fair Work Act 2009*.

Family means a person who:

- a) is a Partner of the Employee
- b) is a parent, grandparent, grandchild or sibling of the Employee or of the Partner of the Employee
- c) is a child, adopted child or a foster child, including an adult child of the Employee

- d) is related through traditional kinship and is in a genuine domestic or household relationship with the Employee
- e) otherwise is a member of the Employee's household but not employed by the Employee, or
- f) the Chief Executive Officer is satisfied has a strong familial affinity with the Employee.

Foster care means an arrangement whereby an Employee, as primary carer, assumes long-term responsibility for a child:

- a) arising from the placement of the child by a 'fostering' arrangement or parentage order by a person/organisation with statutory responsibility for the placement of the child
- b) where the child is, or will be, under 16 years of age as at the day of placement, or the expected day of placement, of the child
- c) where the placement of the child:
 - i. is for a period longer than six months; and
 - ii. in circumstances where it is not expected that the child will return to their family, and
- d) the child is not (otherwise than because of the fostering) a child of the Employee or the Employee's spouse or De facto Partner.

The 'placement' of a child, means the earlier of the following days:

- i. the day on which the Employee first takes long term care of the child; or
- ii. the day on which the Employee starts any travel that is reasonably necessary to take custody of the child.

Full-time Employee means an Employee whose Ordinary Hours are 37 hours and 30 minutes each week.

General Broadband means the group of duties allocated to one or more APS classifications. I.e. APS 1-3 and APS 4-6 as reflected in Appendix 2 – General salary rates.

Government Lawyer Broadband means the group of duties allocated to one or more Government Lawyer classifications. I.e. APS 3-EL 1 as reflected in Appendix 3 – Government Lawyer salary rates.

Graduate means an Employee allocated the classification of Graduate APS in accordance with the *Public Service Classification Rules 2000*. Graduates undertake a structured program of training and work placements.

Graduate Program means an entry level program aimed at building the leadership and capability of the Agency and developing the knowledge and skills of Graduate within the Australian Public Service (APS).

Hard barrier means a break between two classifications where the only mechanism for advancement is through an open merit based selection process.

Long Service Leave Act means the *Long Service Leave (Commonwealth Employees) Act 1976*.

Manager is authorised by the Chief Executive Officer to exercise the powers and responsibilities of a Manager or supervisor in relation to an Employee. A manager for the purposes of this Agreement is an Employee at or above the Executive Level 1 classification, unless otherwise specified.

Maternity Leave Act means the *Maternity Leave (Commonwealth Employees) Act 1973*.

Medical appointments means an appointment with a registered medical professional for the purposes of seeking treatment of personal illness or injury or other preventative health consultations for the Employee and/or those in the Employees' Family and care.

Official Travel means travel that an Employee is requested to undertake on behalf of Safe Work Australia. Official Travel requires formal approval by the Chief Executive Officer.

Ordinary Hours means those hours and times, within the Bandwidth, that the Employee works on a regular basis or has an agreement in place to work on a regular basis.

Parliamentary Service means the Australian Parliamentary Service.

Parliamentary Service Act means the *Parliamentary Service Act 1999*.

Partner, where an Employee is a member of a couple means the other member of the couple and includes:

- a) a spouse, including a former spouse,
- b) a De facto Partner.

Part-time Employee means an Employee whose Ordinary Hours are less than 37.5 hours each week.

Performance Assessment Cycle means the period commencing on 1 July and ending on 30 June each year.

Public Service Act means the *Public Service Act 1999*.

Senior Executive Service (SES) means a Senior Executive Level Employee as defined under the Public Service Act.

Settlement Period means the 28 day period beginning on a pay Thursday.

Soft barrier means a point within a Broadband where successful assessment against relevant criteria is required prior to advancement to another classification within the Broadband.

Standard Day means 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm Monday to Friday, except where a Public Holiday occurs.

Temporary Performance Loading (TPL) means an allowance that is paid to an Employee who is performing duties at a higher classification for three continuous weeks or more.

Trainee means an Employee allocated the classification of Trainee APS (Administrative) in accordance with the *Public Service Classification Rules 2000*. Trainees undertake a training program for a period of 12 months which combines time at work with training, and can be full-time, part-time or school-based.

Training Broadband means the group of duties allocated to one or more Training classifications. I.e. APS1-4 as reflected in Appendix 4 – Training salary rates.

Training Classification means the classifications listed in Schedule 2 of the *Public Service Classification Rules 2000*.

APPENDIX 2 – General salary rates

Broadband	Classification	Pay point	On commencement, or 12 weeks after the Agreement is made	12 months from commencement	24 months from commencement	
	Executive Level 2	4	\$150,756	\$153,771	\$156,847	
		3	\$141,106	\$143,928	\$146,806	
		2	\$133,091	\$135,752	\$138,467	
		1	\$125,768	\$128,283	\$130,849	
Hard barrier						
	Public affairs officer (Executive Level 1)	1	\$121,612	\$124,044	\$126,525	
	Executive Level 1	4	\$118,678	\$121,052	\$123,473	
		3	\$111,994	\$114,234	\$116,519	
		2	\$109,260	\$111,446	\$113,674	
		1	\$106,728	\$108,862	\$111,039	
Hard barrier						
General Broadband 2	APS6	3	\$95,660	\$97,573	\$99,524	
		2	\$89,576	\$91,368	\$93,195	
		1	\$86,828	\$88,564	\$90,335	
	Soft barrier					
	APS5	3	\$82,503	\$84,153	\$85,836	
		2	\$78,806	\$80,382	\$81,990	
		1	\$77,297	\$78,843	\$80,419	
	Soft barrier					
	APS4	3	\$75,299	\$76,805	\$78,342	
		2	\$71,836	\$73,272	\$74,738	
		1	\$69,984	\$71,384	\$72,812	
Hard barrier						
General Broadband 1	APS3	2	\$67,008	\$68,348	\$69,715	
		1	\$64,340	\$65,626	\$66,939	
	Soft barrier					
	APS2	3	\$61,434	\$62,662	\$63,915	
		2	\$60,275	\$61,480	\$62,710	
		1	\$57,618	\$58,770	\$59,946	
	Soft barrier					
	APS1	2	\$53,640	\$54,713	\$55,807	
		1	\$49,056	\$50,037	\$51,038	
			Age 20	\$44,641	\$45,534	\$46,444
			Age 19	\$39,735	\$40,530	\$41,341
			Age 18	\$34,339	\$35,026	\$35,726
			Under 18	\$29,434	\$30,022	\$30,623

APPENDIX 3 – Government Lawyer salary rates

Broadband	Classification	Pay point	On commencement, or 12 weeks after the Agreement is made	12 months from Commencement	24 months from commencement
Government Lawyer Broadband	Principal Government Lawyer - Executive Level 2	2	\$154,712	\$157,806	\$160,962
		1	\$143,433	\$146,302	\$149,228
	Hard barrier				
	Senior Government Lawyer - Executive Level 1	3	\$131,645	\$134,278	\$136,964
		2	\$112,140	\$114,383	\$116,670
		1	\$106,836	\$108,973	\$111,152
	Soft barrier				
	APS6	6	\$95,774	\$97,689	\$99,643
		5	\$89,712	\$91,506	\$93,336
		4	\$86,876	\$88,614	\$90,386
	Soft barrier				
	APS5	3	\$78,942	\$80,521	\$82,131
	Soft barrier				
	APS4	2	\$72,371	\$73,818	\$75,295
	Soft barrier				
	APS3	1	\$67,024	\$68,365	\$69,732

Refer to clause 88 and 89 for advancement to the Senior Government Lawyer - Executive Level 1 classification
Refer to clause 89 for advancement to the second pay point in the Government Lawyer Broadband (APS4)

APPENDIX 4 – Training salary rates

Broadband	Classification	Pay point	On commencement, or 12 weeks after the Agreement is made	12 months from commencement	24 months from commencement
Training Broadband	APS4	3	\$75,299	\$76,805	\$78,342
		2	\$71,836	\$73,272	\$74,738
		1	\$69,984	\$71,384	\$72,812
	Soft barrier				
	APS3	2	\$67,008	\$68,348	\$69,715
		1	\$64,340	\$65,626	\$66,939
	Soft barrier				
	APS2	3	\$61,434	\$62,662	\$63,915
		2	\$60,275	\$61,480	\$62,710
		1	\$57,618	\$58,770	\$59,946
	Soft barrier				
	APS1	2	\$53,640	\$54,713	\$55,807
		1	\$49,056	\$50,037	\$51,038
		Age 20	\$44,641	\$45,534	\$46,444
		Age 19	\$39,735	\$40,530	\$41,341
		Age 18	\$34,339	\$35,026	\$35,726
		Under 18	\$29,434	\$30,022	\$30,623