



Australian Government
Department of Agriculture
and Water Resources

Enterprise Agreement 2017-20





DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Department of Agriculture and Water Resources
(AG2017/2414)

DEPARTMENT OF AGRICULTURE AND WATER RESOURCES ENTERPRISE AGREEMENT 2017-20

Australian Capital Territory

COMMISSIONER LEE

MELBOURNE, 19 JULY 2017

Application for approval of the Department of Agriculture and Water Resources Enterprise Agreement 2017-20.

[1] An application has been made for approval of an enterprise agreement known as the *Department of Agriculture and Water Resources Enterprise Agreement 2017-20* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Department of Agriculture and Water Resources. The Agreement is a single enterprise agreement.

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

[3] The CPSU, the Community and Public Sector Union and the Association of Professional Engineers, Scientists and Managers, Australia being a bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisation.

[2017] FWCA 3794

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 July 2017. The nominal expiry date of the Agreement is 25 July 2020.



COMMISSIONER

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Part 1 Agreement administration

1. Title

This agreement will be known as the *Department of Agriculture and Water Resources Enterprise Agreement 2017-20* (the Agreement).

2. Preamble

2.1 The department is committed to:

- (a) cooperative relationships between the department, its employees and their nominated representatives;
- (b) providing employees with a work life balance that recognises family and caring responsibilities (including for the elderly and disabled) and other personal commitments;
- (c) ensuring the health and safety of all employees at work and providing a safe workplace, in accordance with the requirements of the *Work Health and Safety Act 2011*;
- (d) providing a fair, flexible, safe and rewarding workplace, where all employees are responsible for promoting a work environment free from harassment, bullying or discrimination; and
- (e) enhancing attraction and retention initiatives for Aboriginal and Torres Strait Islander employees, employees with disabilities, mature age employees and employees from culturally and linguistically diverse backgrounds.

3. Definitions

- 3.1 **Act** means the *Fair Work Act 2009* as amended from time to time and includes any successor legislation.
- 3.2 **Annual salary** means the salary for your classification and pay point set out in Schedule 1.
- 3.3 **APS** means Australian Public Service.
- 3.4 **Eligible dependant** means a:
 - (a) spouse or de facto partner (irrespective of gender) of the employee;
 - (b) parent of the employee or the employee's spouse or de facto partner and whose income (if any) is less than \$34,625 per annum;
 - (c) child under the age of 21 of the employee or the employee's spouse or de facto partner and whose income (if any) is less than \$34,625 per annum;
 - (d) child under the age of 25 who is a full-time student of the employee or the employee's spouse or de facto partner and whose income (if any) is less than \$34,625 per annum;

- (e) child with a disability of the employee or the employee's spouse or de facto partner; who ordinarily resides with the employee and who is totally or substantially dependent on the employee and whose income (if any) is less than \$34,268 per annum.
- 3.5 **Establishment** means registered premises under the *Export Control Act 1982* that produces edible and/or inedible meat and meat products for export (e.g. an abattoir).
- 3.6 **FWC** means the Fair Work Commission or any successor body that is conferred with the same or similar functions.
- 3.7 **Immediate family** means a:
 - (a) spouse, de facto partner (irrespective of gender), child, parent, grandparent, grandchild or sibling of the employee;
 - (b) child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee;
 - (c) person related to the employee or the employee's spouse or de facto partner by traditional kinship.
- 3.8 **NES** means the *National employment standards* set out in the Act.
- 3.9 **Non-ongoing employee** means an employee engaged under the PS Act for a specified term or the duration of a specified task.
- 3.10 **Ongoing employee** means an employee engaged under the PS Act on an ongoing basis.
- 3.11 **Ordinary rate of pay** means your base rate of pay (as defined in the Act) for an hour of work and does not include allowances or shift loadings.
- 3.12 **PS Act** means *Public Service Act 1999* as amended from time to time and includes any successor legislation.
- 3.13 **Secretary** means secretary of the Department of Agriculture and Water Resources.
- 3.14 **Shift worker** means when all or part of your ordinary hours are rostered to be worked outside your span of hours Monday to Friday and/or on a Saturday, Sunday or public holiday for an ongoing or fixed period.
- 3.15 **We, us, our** and **department** means or refers to the Department of Agriculture and Water Resources.
- 3.16 **You, your** and **employee** means or refers to all employees bound by this Agreement.

4. Commencement and period of operation

- 4.1 This Agreement is made under section 172 of the Act.
- 4.2 This Agreement will commence seven days after it is approved by the FWC.
- 4.3 The nominal expiry date of this Agreement will be three years from the commencement date.

5. Scope and coverage

5.1 This Agreement covers:

- (a) the secretary for and on behalf of the Commonwealth of Australia as the employer; and
- (b) all departmental employees, other than senior executive service employees and APS meat inspection classified employees.

6. Interaction with policy, procedure and guidelines

- 6.1 Policies, procedures and enterprise agreement guidelines support the operation of this Agreement, and while they may be referred to in this Agreement, they do not form part of this Agreement.
- 6.2 If there is any inconsistency between this Agreement and policies, procedures and enterprise agreement guidelines, the express terms of the Agreement prevail.
- 6.3 The department will consult with you and, where you choose, your representative about proposed changes to policies, procedures and enterprise agreement guidelines before any changes take effect.

7. Delegation

The secretary may delegate or authorise to another person to exercise any of the secretary's powers or functions under this Agreement.

8. Primacy of the parties

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

9. Comprehensive agreement

- 9.1 It is acknowledged that being an employee of the department is subject to the provisions of various Acts (including regulations, directions, rules or instruments made under those Acts) as in force from time to time, including but not limited to:
 - (a) *Administrative Decisions (Judicial Review) Act 1977*;
 - (b) *Age Discrimination Act 2004*;
 - (c) *Defence Reserve Service (Protection) Act 2001*;
 - (d) *Disability Discrimination Act 1992*;
 - (e) *Fair Work Act 2009*;

- (f) *Public Governance, Performance and Accountability Act 2013;*
- (g) *Freedom of Information Act 1982;*
- (h) *Long Service Leave (Commonwealth Employees) Act 1976;*
- (i) *Maternity Leave (Commonwealth Employees) Act 1973;*
- (j) *Work Health Safety Act 2011;*
- (k) *Public Service Act 1999;*
- (l) *Safety, Rehabilitation and Compensation Act 1988;*
- (m) *Sex Discrimination Act 1984;*
- (n) *Superannuation Act 1976;*
- (o) *Superannuation Act 1990;*
- (p) *Superannuation Act 2005;*
- (q) *Superannuation (Consequential Amendments) Act 2005;*
- (r) *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- (s) *Superannuation Guarantee (Administration) Act 1992;*
- (t) *Superannuation Productivity Benefit Act 1988;* and
- (u) *Veteran's Entitlements Act 1986.*

10. Individual flexibility arrangements

10.1 The secretary may agree to make an Individual Flexibility Arrangement (IFA) with you to vary terms of this Agreement if:

- (a) the IFA deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) shift loadings;
 - (iv) allowances;
 - (v) remuneration; and
 - (vi) leave and leave loading.
- (b) the IFA meets the genuine needs of you and the department in relation to one or more of the matters mentioned in clause 10.1(a); and
- (c) the IFA is genuinely agreed to by you and the secretary.

10.2 The secretary must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in you being better off overall than you would have been if no IFA was made.

10.3 The secretary must ensure that the IFA:

- (a) is in writing; and
- (b) includes the department's name and your name; and
- (c) is signed by the secretary and you and, if you are under 18 years of age, your parent or guardian; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the IFA; and
 - (ii) how the IFA will vary the effect of the terms; and
 - (iii) how you will be better off overall in relation to your terms and conditions of employment as a result of the IFA; and
- (e) states the day on which the IFA commences and, where applicable, when the IFA ceases.

10.4 The secretary must give you a copy of the IFA within 14 days after it is agreed to.

10.5 You or the secretary may terminate the IFA:

- (a) by giving no more than 28 days written notice to the other party to the IFA; or
- (b) if you and the secretary agree in writing, at any time.

Part 2 Consultation and dispute resolution

11. Consultation

- 11.1 The department is committed to communicating and consulting with you and, where you choose, your representative about the implementation and operation of this Agreement.
- 11.2 In this clause, a reference to a relevant employee means an employee who may be affected by:
- (a) a major change; or
 - (b) changes to rosters or ordinary hours of work.
- 11.3 A relevant employee may appoint a representative to represent them under this clause. Subject to the employee informing the secretary of the identity of the representative, the secretary will recognise the representative.
- 11.4 The secretary must give prompt and genuine consideration to matters raised by the relevant employees about the major change or changes to rosters or ordinary hours of work.
- 11.5 The secretary is not required to disclose confidential or commercially sensitive information.
- 11.6 **Major change**
- (a) If the secretary makes a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to the department that is likely to have a significant effect on employees, the secretary will:
 - (i) notify the relevant employees of the decision;
 - (ii) discuss with the relevant employees, as soon as practicable after making the decision:
 - the introduction of the change;
 - the effect the change is likely to have on the employees; and
 - the measures being taken to avert or mitigate the adverse effect of the change on the employees.
 - (iii) for the purposes of these discussions, provide in writing to the relevant employees:
 - all relevant information about the change, including the nature of the change proposed;
 - information about the expected effects of the change on the employees; and
 - information about any other matters likely to affect the employees.

- (b) For the purposes of this clause, a major change is likely to have a significant effect on relevant employees if it results in:
 - (i) termination of the employment of employees;
 - (ii) major change to the composition, operation or size of the department's workforce or to the skills required;
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (iv) alteration in the hours of work;
 - (v) the need to retrain employees;
 - (vi) the need to relocate employees to another location; or
 - (vii) the restructuring of jobs.
- (c) If a term in this Agreement provides for a major change to program, organisation, structure or technology, the requirements set out in clauses 11.3, 11.4 and 11.6(a) are taken not to apply.

11.7 Changes to rosters or ordinary hours of work

- (a) If the secretary proposes to introduce a change to the regular roster or ordinary hours of work of employees, the secretary will:
 - (i) notify the relevant employees of the proposed change;
 - (ii) discuss the introduction of the change with relevant employees, as soon as practicable after proposing to introduce the change;
 - (iii) for the purposes of those discussions, provide the relevant employees:
 - all relevant information about the change including the nature of the change proposed;
 - information about what the department reasonably believes will be the effect of the change on the employees;
 - information about any other matters that the department reasonably believes are likely to affect the employees; and
 - (iv) invite relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

12. Consultative committees

- 12.1 There will be a National Consultative Committee with a Local Consultative Committee in Canberra and in each of the department's service delivery locations to discuss and consult on:
 - (a) the implementation and operation of this Agreement; and
 - (b) proposed changes within the department.
- 12.2 The consultative committees will consist of management and employee representatives and will operate under agreed terms of reference.

- 12.3 Consultative committee representatives shall work cooperatively and undertake to treat each other with respect and dignity regardless of the individual views they hold.

13. Freedom of association and representation

- 13.1 The department recognises that you are free to choose whether or not to join a union.
- 13.2 You may have an employee representative, who may be a union representative, to represent you in workplace matters. The department and employee representatives will deal with each other in good faith.
- 13.3 The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.

14. Resolving workplace issues

- 14.1 When you have a complaint about an action relating to your employment, you may take formal action under the PS Act. Before you take such action you should, wherever possible, follow the process detailed in clauses 15.1 and 15.2.
- 14.2 If this process fails to resolve the complaint, your rights and remedies are those that you are entitled to under the PS Act and the Public Service Regulations.
- 14.3 You may choose to use a representative at any stage of the process.

15. Dispute resolution

- 15.1 If a dispute relates to a matter under this Agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level through discussions between the employee or employees concerned and the relevant manager.
- 15.2 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 15.1, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods. If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 15.1 and 15.2, a party to the dispute may refer the matter to the FWC.
- 15.3 The FWC may deal with the dispute in two stages:
- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5-1 of the Act. Therefore, an appeal may be made against the decision.

- 15.4 Anyone who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 15.5 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) you must continue to perform your work as you would normally unless you have a reasonable concern about an imminent risk to your health or safety; and
 - (b) you must comply with a direction given by the secretary 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 you to perform; or
 - (iv) there are other reasonable grounds for you to refuse to comply with the direction.
- 15.6 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

Part 3 Working conditions

16. Full-time employment

16.1 Canberra

- (a) You are a full-time employee if your ordinary hours of work are 37.5 per week / 7.5 hours per day, Monday to Friday, averaged over a four week settlement period within a 7:00am to 7:00pm span.
- (b) A standard day for the purposes of leave, attendance and salary constitutes the hours 8.30am to 12.30pm and 1.30pm to 5.00pm.

16.2 Regionally (including on-plant veterinarians)

- (a) You are a full-time employee if your ordinary hours of work are 37.5 per week/ 7.5 hours per day, Monday to Friday, averaged over a four week settlement period within a 6:30am to 6:30pm span.
- (b) A standard day for the purposes of leave, attendance and salary constitutes the hours 7.30am to 12.00 noon and 12.30pm to 3.30pm.

17. Part-time employment

17.1 You are a part-time employee if you work less than the ordinary hours and/or days worked by a full-time employee (refer clause 16) or rostered days and/or hours if you are a shift worker (refer clause 21).

17.2 When working part-time, you will receive on a pro-rata basis, equivalent pay and conditions to a full-time employee of the same classification, which includes the following allowances:

- (a) managing building activities and disruption
- (b) first aid
- (c) departmental liaison
- (d) community language
- (e) wharf
- (f) airport.

All other allowances and reimbursement of expenses contained in this agreement are not pro-rated.

17.3 Unless agreed otherwise, your ordinary hours of work will be continuous (i.e. worked in a single block), no less than three hours on any day and any unpaid meal break (refer clause 19) will not break continuity of hours worked.

17.4 Unless working part-time is a condition of your employment, any approved part-time employment arrangement will be set out in a written agreement (refer clause 26.3).

17.5 Additional guidance concerning part-time work is contained in the *Part-time employment enterprise agreement guideline*.

18. Casual employment

18.1 You are a casual employee if you are engaged by the department to perform work on an irregular or intermittent basis.

18.2 Unless the secretary determines otherwise, your hourly rate will be the minimum pay point of your classification plus a loading in lieu of paid leave (excluding long service leave) and public holidays not required or rostered to work as follows:

18.3 **Table 1: Casual loadings**

Specific day	Loading
Monday to Friday	20%
Saturday	50%
Sunday	100%
Public holiday	150%

18.4 For any given day you will only be paid one loading and the shift work (refer clause 21), overtime (refer clause 22), emergency recall to duty (refer clause 23) and field work (clause 31) provisions of this Agreement do not apply to you.

18.5 Notwithstanding the provisions of the *Holidays Act 1910* (SA), if you are required to work on a Sunday in South Australia, the Sunday 100 per cent loading will be payable. The public holiday 150 per cent loading will only apply when a Sunday in South Australia is a public holiday as defined under clause 69.1(a) to (h) of this Agreement.

18.6 Additional guidance concerning casual employment is contained in the *Casual employment enterprise agreement guideline*.

19. Breaks

You are normally (i.e. subject to operational requirements) required to take an unpaid meal break of not less than 30 minutes after you have worked five hours on any one day.

20. Flex-time arrangements

20.1 Flex-time is a recorded attendance system giving you and your manager the flexibility to vary start, break and finish times and the number of hours worked on each day over a four week settlement period.

20.2 As a full-time employee you are required to work an average of 150 hours or the specified ordinary hours if part-time, over the four week settlement period, noting you can work more or less than this and carry over the difference to the next settlement period.

20.3 You accrue flex-time credits on an hour for hour basis for time worked within your span of hours in excess of your ordinary hours of work, subject to there being sufficient work available which is required to be performed.

20.4 You can only carry over a maximum credit of 37.5 hours from one four week settlement period to the next unless the secretary approves a higher maximum.

- 20.5 While the taking of flex leave is the preferred method to acquit flex-time credits, you may with the secretary's approval cash out credits in excess of 37.5 hours at your ordinary rate of pay.
- 20.6 You can only carry over a maximum debit of ten hours from one four week settlement period to the next with debits in excess of ten hours being treated as an unauthorised absence.
- 20.7 The maximum credit and debit limits apply on a pro-rata basis to part-time employees.
- 20.8 When working under flex-time arrangements, both you and your manager accept the mutual responsibility of integrating flex-time arrangements with the workplace leave plan, including the taking of flex leave.
- 20.9 The taking of flex leave requires the approval of your manager. You may take up to two days of flex leave, as full or part days in any one settlement period.
- 20.10 You may take flex leave in conjunction with recreation leave, provided the flex leave is taken immediately prior to and/or immediately following the recreation leave.
- 20.11 If you are on approved flex leave and need to take personal leave or other non-discretionary leave, you will, on submitting a medical certificate or other satisfactory evidence, have personal leave or other leave deducted from your entitlement and retain the flex-time credits.
- 20.12 Flex-time arrangements are not available if:
- (a) you are an on-plant veterinarian; or
 - (b) you are a shift worker; or
 - (c) you are an executive level employee; or
 - (d) the secretary determines your role or workplace is not conducive to the working of flex-time.
- 20.13 In circumstances where the secretary determines your role or the workplace is not conducive to flex-time arrangements in accordance with clause 20.12(d), you or where you choose your representative may seek a reconsideration of this determination.
- 20.14 Your manager, in response to operational requirements, may either direct you or employees in the workplace to revert to working standard days (refer clause 16) for a period, or enter into a local agreement to temporarily vary an existing flex-time arrangement.
- 20.15 You must maintain appropriate records as required by us and reconcile flex-time credits and debits at the end of each four week settlement period.
- 20.16 If you fail to maintain a satisfactory pattern of attendance or misuse flex-time provisions, your manager can direct you to work standard days (refer clause 16).
- 20.17 Additional guidance concerning the operation of flex-time is contained in the *Flex-time enterprise agreement guideline*.

21. Shift work

- 21.1 As a shift worker your ordinary hours (refer clause 16) are averaged over a roster settlement period.
- 21.2 A break of at least eight consecutive hours off duty plus reasonable travelling time, between two periods of rostered duty will be provided.
- 21.3 We will give you at least seven days' notice of changes to rostered hours, or less by agreement.
- 21.4 If your manager agrees, you may exchange rostered shifts or rostered days off. Any resulting additional hours worked will not attract an overtime payment.
- 21.5 Depending on when you are rostered to work, you will be paid the following shift loading:
- 21.6 **Table 2: Shift loadings**

Rostered to work	Loading
Part of your shift falls outside your span of hours (refer clause 16)	15%
Continuously for a period exceeding four weeks on a shift falling wholly outside your span of hours (refer clause 16)	30%
On a Saturday	50%
On a Sunday	100%
On a public holiday	150%

- 21.7 If you are a part-time employee you will only be eligible for the 30 per cent shift loading when:
- a) your rostered ordinary hours involve working no fewer shifts each week, or no fewer shifts a week on average over the shift cycle, than an equivalent full-time employee; and
 - b) a shift worked by you is part of a full-time shift, and the full-time shift falls wholly outside your span of hours (refer clause 16).
- 21.8 Your shift loading payments will not be included in overtime calculations or in the calculation of any allowance in the nature of salary.
- 21.9 If you are requested or required to perform duty when rostered off, you will be paid under the overtime provisions (refer clause 22), unless you are recalled to duty under clause 23.
- 21.10 Notwithstanding the provisions of the *Holidays Act 1910* (SA), when you are rostered to work on a Sunday in South Australia, the Sunday 100 per cent shift loading will be payable and if you are rostered off the additional day's leave under clause 21.11 does not apply. The public holiday 150 per cent shift loading will only apply when a Sunday in South Australia is a public holiday as defined under clauses 69.1(a) to (h) of this Agreement.

- 21.11 If a public holiday falls on a day you are rostered off, you will receive a day off in substitution for the missed public holiday. Where it is not practical to grant a day off within a month of the public holiday, you will receive an additional day's pay at your ordinary rate of pay.
- 21.12 Where shift loadings across the shift roster exceed 17.5 per cent (excluding the public holiday shift loading), you will receive a payment during a period of recreational leave of 50 per cent of the shift loadings (excluding public holidays) that you would have been paid had you not taken leave.
- 21.13 Additional guidance concerning the introduction, variation or cessation of shift rosters is contained in the *Shift rostering enterprise agreement guideline*.

22. Overtime

- 22.1 While the department meets its operational requirements through the use of a variety of flexible working arrangements, it is recognised that on occasion there is a need for employees to work overtime.
- 22.2 Unless the secretary otherwise approves, you are not eligible to receive overtime payments if you are:
- (a) an executive level employee (excluding when working overtime in the field (refer clause 31.3)); or
 - (b) classified DAFF Band 2, Policy and Technical Work Level 6(B) (refer clause 34.3 (b)).
- 22.3 If you are requested by your manager and work overtime:
- (a) outside your ordinary days and/or span of hours (refer clause 16); or
 - (b) after eight ordinary hours has been worked (excluding shift workers and on-plant veterinarians); or
 - (c) outside your rostered days and/or hours if you are a shift worker (refer clause 21); or
 - (d) outside your specified ordinary hours and/or days worked or rostered days and/or hours if you are a shift worker if you work part-time (refer clause 17); or
 - (e) on a public holiday.
 - (f) you will be paid at the following overtime rate:

22.4 **Table 3: Overtime rates**

Specific day	Rate
Monday to Saturday	Time and a half for the first three hours each day and double time thereafter.
Sunday	Double time
Public holiday	Double time and a half

- 22.5 When a period of overtime is worked Monday to Saturday, continuous with ordinary duty spanning midnight, it is deemed to be part of the previous days' hours for the purposes of when double time is paid.

- 22.6 When you are requested and work overtime in accordance with clause 22.3(b), the half hour in excess of your 7.5 ordinary hours, for which overtime is not paid, will accrue as flex-time (refer clause 20). If flex-time is not available, time off in lieu will accrue on a 'time-for-time' basis to be taken as agreed with your manager.
- 22.7 You may refuse to work overtime where this would result in you working hours that are unreasonable. In determining whether the overtime that is requested or required is reasonable or unreasonable, the factors contained in section 62(3) of the Act will be taken into account:
- (a) any risk to employee health and safety from working the additional hours;
 - (b) the employee's personal circumstances, including family responsibilities;
 - (c) the needs of the workplace or enterprise in which the employee is employed;
 - (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (e) any notice given by the employer of any request or requirement to work the additional hours;
 - (f) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (h) the nature of the employee's role, and the employee's level of responsibility;
 - (i) whether the additional hours are in accordance with averaging terms included under section 63 of the Act in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee under section 64 of the Act; and
 - (j) any other relevant matter.
- 22.8 When a period of overtime is not continuous with ordinary duty, the minimum payment will be three hours. If you perform more than one period of overtime in a day, payment will not exceed the payment that would be made if you remained on duty from the time of commencing the first period of overtime to the end of any subsequent periods of overtime.
- 22.9 Notwithstanding the provisions of the *Holidays Act 1910* (SA), if you work overtime on a Sunday in South Australia, the Sunday double time rate will be payable. The public holiday double time and half rate will only be paid when a Sunday in South Australia is a public holiday as defined under clauses 69.1(a) to (h) of this Agreement.

22.10 Overtime meal allowance

- (a) For the purposes of this clause the following meal allowance periods apply:
 - (i) Monday to Friday
 - 6.30pm to 7.30pm; and
 - midnight to 1.00am.

- (ii) Weekends and public holidays
 - 7:00am to 9:00am;
 - noon to 2:00pm;
 - 6.30pm to 7.30pm; and
 - midnight to 1.00am.
- (iii) In response to operational requirements or individual preferences, meal allowance periods can be varied by agreement.
- (b) You will be paid a meal allowance of \$28.80 if you perform overtime after the end of ordinary duty for the day, to the completion of or beyond a meal allowance period without a break for a meal.
- (c) The daily meal allowance rates will be reviewed periodically and amended in accordance with the relevant subscription service.
- (d) A meal allowance is also payable if you are required to perform overtime:
 - (i) after the completion of ordinary hours for the day and after taking a break for a meal and you are not entitled to payment for that break; or
 - (ii) before the commencement of ordinary hours for the day and break for a meal and you are not entitled to payment for that break; or
 - (iii) on a day you would not normally be required to work extending beyond a meal break and you are not entitled to payment for that break.

22.11 Rest relief

- (a) When you work overtime you must have at least eight consecutive hours off duty plus reasonable travelling time between the end of ordinary hours on one day and the commencement of ordinary hours on the next day without incurring any loss of pay. The eight hour consecutive break can be either before the commencement of overtime or at the completion of the overtime.
- (b) When you work overtime on a day that you would not normally work then you must have at least eight consecutive hours off duty plus reasonable travelling time in the preceding 24 hours before commencing ordinary hours on the next day.
- (c) Where we require you to resume or continue work, without having had eight consecutive hours off duty plus reasonable travelling time, in accordance with clauses 22.11(a) and (b), you will be paid double your ordinary rate of pay (for time worked) until you have had eight consecutive hours off duty plus reasonable travelling time.

22.12 Overtime calculation

- (a) The following formula will be applied for calculating overtime at the time and a half rate:

$$\frac{\text{annual salary}}{313} \quad \times \quad \frac{6}{36.75} \quad \times \quad \frac{3}{2}$$

- (b) The following formula will be applied for calculating overtime at the double time rate:

$$\frac{\text{annual salary}}{313} \times \frac{6}{36.75} \times \frac{2}{1}$$

- (c) The following formula will be applied for calculating overtime at the double time and a half rate:

$$\frac{\text{annual salary}}{313} \times \frac{6}{36.75} \times \frac{5}{2}$$

22.13 On-plant veterinarians

- (a) Where this clause is inconsistent with clause 22, the provisions of this clause prevail.
- (b) If you work overtime between 10:00pm and 6:30am (excluding shift workers), you will be paid at the rate of double time.
- (c) If you work overtime continuous with your ordinary duty between 6:30am and 6:30pm, payment for the first 2.5 hours worked per week will be at your ordinary rate of pay.
- (d) If you are a shift worker and work overtime continuous with your rostered duty, payment for the first 2.5 hours worked per week will be at your ordinary rate of pay, inclusive of shift loadings.
- (e) The 2.5 hour payment will count for superannuation purposes.
- (f) If you do not work the first 2.5 hours under clauses 22.13(c) and (d) no payment will be made.
- (g) For overtime worked in excess of the first 2.5 hours in a week, you will be paid in accordance with the overtime rates specified at Table 3.
- (h) If you work overtime before the commencement of ordinary duty you may access a paid meal break. Subject to operational requirements, this will be taken over the scheduled establishment morning tea break.

22.14 Additional guidance concerning the operation of overtime is contained in the *Overtime enterprise agreement guideline*.

23. Emergency recall to duty

23.1 If you are directed to return to the workplace to attend for duty at a time when you would not ordinarily be on duty and:

- (a) you were not given notice of having to perform this duty prior to ceasing work on ordinary duty or your last rostered shift; and
- (b) you have not previously indicated your availability to perform duty as part of any voluntary overtime arrangements; and
- (c) you are not restricted (refer clause 24),

you will be paid double your ordinary rate of pay for the hours worked and for reasonable travel time to and from duty.

- 23.2 The minimum payment for emergency recall to duty will be two hours.
- 23.3 If you are an executive level employee, you are not eligible to receive the emergency recall to duty payment, unless approved by the secretary.
- 23.4 Additional guidance concerning the operation of emergency recall to duty is contained in the *Overtime enterprise agreement guideline*.

24. Restriction duty

- 24.1 You will be paid a restriction allowance of \$3.50 (Monday to Friday) and \$5.09 (Saturday, Sunday and public holidays) for each hour, or part thereof, you are restricted.
- 24.2 For the purposes of this clause:
- (a) you are **restricted** if we require you to be immediately contactable and available to work outside your ordinary hours of duty; and
 - (b) you are **contactable and available** if you are:
 - (i) contactable by telephone; and
 - (ii) fit, ready and able to return to work within a reasonable time of being contacted.
- 24.3 **Minimum payment**
- (a) Where you have been restricted and you are required to perform duty, but not required to return to work, you will be paid overtime in accordance with clause 22 subject to a one hour minimum payment.
 - (b) The minimum payment will apply only once during a 24 hour period of restriction.
 - (c) Where you have been restricted and you are required to return to work to perform duty, you will be paid overtime in accordance with clause 22.
 - (d) The minimum payment will apply only once during a 24 hour period of restriction unless the periods of overtime are performed outside your span of hours, in accordance with clause 22.
- 24.4 Restriction allowance will not be payable:
- (a) for any period where you are in receipt of overtime payments; or
 - (b) for any period in which you do not remain contactable and available to perform overtime; or
 - (c) if you are an executive level employee, unless approved by the secretary.
- 24.5 Additional guidance concerning the operation of restriction duty is contained in the *Overtime enterprise agreement guideline*.

25. Additional hours for executive level employees

- 25.1 It is recognised that executive level employees are senior professionals of the department focused on achieving organisational outcomes which may involve considerable work effort and a requirement to work flexibly outside of ordinary hours and/or span of hours (refer clause 16).
- 25.2 Your day-to-day attendance patterns are those agreed between you and your manager.
- 25.3 While you have a right to refuse to work unreasonable hours consistent with section 62(3) of the Act (refer clause 22.7), as an executive level employee your remuneration compensates you for any reasonable additional hours that may be worked.
- 25.4 When you work additional hours that are considered to exceed these reasonable additional hours, your manager may grant you paid time off in recognition of working these hours, but not on an hour-for-hour basis.
- 25.5 Any paid time off should be taken as soon as practical after the additional hours are worked, usually within 3 months, at a time agreed between you and your manager.
- 25.6 **Performing duty as part of an emergency response**
- (a) When determining the recognition for working additional hours in response to an emergency, consideration will be given to:
 - (i) the circumstances of the emergency including the extent and expected duration; and
 - (ii) other Agreement provisions not normally available to executive level employees.
 - (b) Any decision made in accordance with this clause will be communicated to you as soon as practicable as part of the emergency response arrangements.

26. Flexibility in the workplace

- 26.1 The department is committed to providing informal and formal flexible working arrangements to support employees achieve balance between their work (career and ambition) and lifestyle (health, pleasure, leisure and family).
- 26.2 **Informal arrangements**
- (a) Are arrangements not regularly scheduled to accommodate short term situations (e.g. finishing early to attend an appointment where time is made up or working from home on an occasion).
 - (b) These arrangements are managed at the workplace level subject to operational requirements and approval of your manager.
- 26.3 **Formal arrangements**
- (a) Are for regular patterns of work that extend beyond a four week period, including:
 - (i) part-time work or job sharing;
 - (ii) variation to ordinary hours of work; and
 - (iii) working away from the office.

- (b) These arrangements can be tailored to achieve the best fit considering your requirements and the department's operations.
- (c) You can request a formal arrangement at any time and, if eligible, make a request under section 65 of the Act.
- (d) Your request for a formal arrangement must be in writing, setting out the details and reason/s behind the request and when assessing requests your manager will consider:
 - (i) operational requirements;
 - (ii) any impact on your team; and
 - (iii) reason/s behind the request.
- (e) You will receive a response from the delegate within 21 days of receiving your request and, if the request cannot be approved, you will be provided with reasons in writing.
- (f) If approved, the formal arrangement will be confirmed in writing specifying:
 - (i) the proposed arrangement;
 - (ii) duration (including start, review and end date); and
 - (iii) other information necessary to facilitate the arrangement.
- (g) On completion of the flexible working arrangement, you may either return to your prior arrangements, or request a new arrangement in accordance with this clause.
- (h) **Part-time work or job sharing**
 - (i) Part-time work (refer clause 17) enables the department to better match employee levels to workloads while providing employment options for employees when lifestyle commitments or choices are not compatible with full-time work.
 - (ii) Job sharing is a form of part-time work where a full-time role is divided into multiple roles undertaken by two or more employees with their ordinary hours and/or days worked based on the part of the job they are performing.
 - (iii) When returning from a period of maternity, parental, adoption or foster leave, upon request, you will be provided with part-time work, which may be in a different role at your substantive classification.
 - (iv) A part-time work arrangement can be varied or terminated prior to the specified end date by agreement in response to changed personal circumstances, operational requirements or the effectiveness of the arrangement.
- (i) **Variation to ordinary hours**
 - (i) If flex-time arrangements are not available to you under clause 20.12, the department encourages flexibility and supports choice about when your ordinary hours of work (refer clauses 16 and 17) are worked.

- (ii) Varying your ordinary hours of work includes later/earlier start and finish times, working compressed hours, or a mixture of designated long and short days.
- (iii) Under any variation:
 - your ordinary hours must be worked over a settlement period specified as part of the arrangement as any reduction to your ordinary hours constitutes a part-time employment arrangement under clause 17 and 26.3.
 - the varied hours will not attract overtime payments.
- (iv) A variation to ordinary hours arrangement can be varied or terminated prior to the specified end date by either you or the delegate in response to changed personal circumstances, operational requirements or the effectiveness of the arrangement.
- (j) **Working away from the office**
 - (i) You may make a request to work away from the office on either a regular or temporary basis.
 - (ii) Working away from the office is not an alternative for personal leave or working part-time provided for under this Agreement.
 - (iii) Information and communications technology assists you to stay connected with your manager, team and work systems.
 - (iv) Working away from the office is where you perform your role and responsibilities in a location other than at the office, at your home or in another geographical location as a member of a remote/virtual team.
 - (v) A working away from the office arrangement can be varied or terminated prior to the specified end date by either you or the delegate in response to changed personal circumstances, operational requirements or the effectiveness of the arrangement.
- (k) Additional guidance concerning flexible work arrangements is contained in the *Making flexABLE work guideline*.

27. Relocation assistance

- 27.1 The secretary will determine the extent of any financial assistance for your relocation from one locality to another as a result of:
- (a) promotion; or
 - (b) transfer or temporary assignment for 12 months or longer; or
 - (c) engagement with the department.
- 27.2 Any financial assistance provided will include the following expenses subject to your personal circumstances:
- (a) payment of reasonable removal costs of your household effects and personal possessions;

- (b) temporary accommodation for you and your eligible dependant/s;
- (c) education expenses for your eligible dependent children; and
- (d) costs associated with the sale or purchase of a house.

27.3 Additional guidance concerning the application of relocations assistance is contained in the *Relocation and transfers enterprise agreement guideline*.

28. Reimbursement of expenses

28.1 Professional fees

- (a) You will be reimbursed annually for professional fees subject to:
 - (i) your manager being satisfied that the professional membership, accreditation or registration is essential for the performance of your duties; and
 - (ii) you providing suitable evidence of incurring the fees.
- (b) Reimbursement of fees under this clause may be approved where it is not essential, but considered in our interest.

28.2 Loss or damage to property

Reimbursement for loss or damage to your clothing or personal effects which occurred in the course of your work may be approved.

28.3 Excess fares

- (a) You will be reimbursed excess fares when the cost of travel to and from your temporary place of work is greater than the cost of travel to and from your usual place of work.
- (b) Excess fares are not reimbursed when you are receiving travel allowance (refer clause 30.1) or have relocated in anticipation of a permanent move.

29. Allowances

29.1 Disturbance allowance

If you are:

- (a) an ongoing employee; and
- (b) your household effects are removed from one locality to another at our expense in accordance with clause 27,

you will be paid a disturbance allowance in accordance with Table 5:

29.2 Table 5: Disturbance allowance

Employee without eligible dependant/s	Employee with eligible dependant/s	Additional for eligible dependent full-time student
\$789.00	\$1,577.00	\$239.00 per dependant

29.3 Managing building activities and disruptions

- (a) The secretary may authorise payment of a disruption allowance during construction, alterations or refurbishment activities if:
 - (i) disabilities such as dust, noise, fumes, cold, wet, dirt, loss of amenities etc. cannot be prevented; and
 - (ii) temporary relocation is not possible.
- (b) As soon as practicable after becoming aware of such activities and the possibility of disruption to your workplace, we will consult with you and where you choose your representative.
- (c) In order to identify strategies to mitigate the disruption, we will provide you with information concerning:
 - (i) the nature of the activities;
 - (ii) timing and duration of the activities; and
 - (iii) likely impact on the workplace.

29.4 First aid allowance

- (a) You will be paid a first aid allowance of \$29.47 per fortnight when:
 - (i) you hold and maintain a current first aid qualification from a nationally accredited training provider; and
 - (ii) the secretary appoints you as a first aid officer.
- (b) The cost associated in gaining or maintaining your first aid qualification will be met by us.

29.5 Motor vehicle allowance

- (a) Where the secretary considers that it will result in greater efficiency or involve less cost and you agree to do so, you may be approved to use your private vehicle or hire a vehicle at your own expense for official travel.
- (b) If approved, you will be paid a motor vehicle allowance equivalent to the rate set by the Australian Taxation Office for claiming a deduction for car expenses using the cents per kilometre method.

29.6 Departmental liaison officer allowance

- (a) You will be paid an allowance of \$21,239 per annum when required to perform the role of departmental liaison officer.
- (b) The allowance will be paid fortnightly based on days worked in the offices of the minister or parliamentary secretary.
- (c) When in receipt of the allowance the additional hours for executive level employees (clause 25) and overtime (clause 22) provisions of this Agreement do not apply.

29.7 Biosecurity shoe and stocking allowance

- (a) You will be paid a shoe allowance of \$195 per annum for the purchase of corporate footwear if you are required to wear a corporate uniform.
- (b) If the department provides corporate footwear to you, other than safety footwear, payment of the shoe allowance will cease.
- (c) You will be paid a stocking allowance of \$184 per annum for the purchase of stockings if you are required to wear the corporate uniform, unless socks are ordered by you.

29.8 Community language allowance

- (a) You will be paid a community language allowance of \$928 per annum paid fortnightly on a pro-rata basis when:
 - (i) you are accredited by the National Accreditation Authority for Translators and Interpreters (NAATI) or equivalent; and
 - (ii) the secretary determines each year that you use the language in the workplace on a regular and continuing basis.
- (b) The community language allowance covers non-written communication, in a language other than English, including communication in the deaf oral language, the deaf sign language and Aboriginal and Torres Strait Islander languages.
- (c) You only need to pass a NAATI test once and if NAATI is unable to provide testing, we may approve payment of the community language allowance, if other evidence of your language skills is provided.
- (d) The cost associated with accreditation will be met by us.

29.9 Wharf allowance

- (a) You will be paid a wharf allowance of \$1060 per annum paid fortnightly when:
 - (i) you are based within a port environment for a minimum of a fortnight; and
 - (ii) you perform one of the following activities at least once in that fortnight:
 - those contained in the sea container risk management policy;
 - country action list inspections;
 - on wharf break bulk surveillance; or
 - timber/machinery inspections undertaken outside.
- (b) Additional guidance concerning application of the wharf allowance is contained in the *Wharf allowance enterprise agreement guideline*.

29.10 Military pre-clearance allowance

- (a) For the purposes of this clause **operational area** means the geographic area determined by the Department of Defence to be an operational area.
- (b) You will be paid a military pre-clearance allowance of \$117.88 (calculated using the Australian Defence Force Hardship Allowance of \$73.67 (Unaccompanied member Grade F) multiplied by the 1.6 payment component of working overtime in the field) for each day or part day you are deployed to perform duties in an operational area in support of an Australian Defence Force overseas mission.
- (c) The military pre-clearance allowance provides for all aspects associated with the hardship involved in performing duty in a military environment, including associated travel undertaken on chartered military transport.
- (d) While receiving the military pre-clearance allowance, you are not eligible to receive:
 - (i) camping or at sea allowance (refer clause 31.6); or
 - (ii) travel or any allowances provided for under the *Overseas conditions of service manual* (refer clause 30.5).
- (e) When deployed, your ordinary hours will be worked Monday to Friday with Saturday and Sunday as days off and overtime will be paid in accordance with clause 22.
- (f) If you are required to purchase a meal, you will be paid a meal allowance in accordance with the overtime meal rate.
- (g) Additional recreation leave accrues for duty in the operational area at the rate of ten days per year on a pro rata basis calculated in accordance with clause 67.
- (h) Where recreation leave is taken while in the operational area, you will receive the allowance only for recreation leave that is accrued while in the operational area.

29.11 Airport shift allowance

- (a) You will be paid airport shift allowance of \$1060 per annum paid fortnightly when you are:
 - (i) based at an international airport; and
 - (ii) a shift worker.
- (b) The allowance is not payable during periods of leave.

30. Travel

30.1 Travel expenses

- (a) If you are required to be absent from your usual locality on official business involving an overnight stay, you will receive a daily travel allowance for meals, incidentals and accommodation (refer *Travel enterprise agreement guideline*). You will not receive components of the daily travel allowance if the relevant expense is met by the department or another organisation.

- (b) As an alternative to the allowance rates provided by clause 30.1(a), the secretary may approve reimbursement of business related expenses incurred as a direct result of travelling on official business.
- (c) The daily travel allowance rates will be reviewed periodically and amended in accordance with the relevant subscription service.

30.2 Single day travel payment

You will receive a \$49 single day travel payment when you travel away from your usual place of work on official business, when the;

- (a) travel is commenced and completed within one day;
- (b) number of hours worked on the day, including time travelling is not less than ten;
- (c) travel is not undertaken by commercial passenger services; and
- (d) travel is not an integral part of your normal duties.

30.3 Review of travel expenses

- (a) After you have temporarily resided in the one locality for a period of 21 days a review of travel expenses will occur.
- (b) Prior to the 21 days being reached, you and your manager will agree to a travel expenses package to meet the ongoing costs associated with you being temporarily relocated.

30.4 Travel time

- (a) Travel should occur where practical within your span of hours (refer clause 16) or, if you are a shift worker, during your rostered hours (refer clause 21).
- (b) If you are classified APS 1-6 and travel is undertaken outside your ordinary days and/or span of hours or, for shift workers outside your rostered hours:
 - (i) travel time will accrue on a hour for hour basis to be taken as time off in lieu or cashed out at your ordinary rate of pay with the approval of the secretary; or
 - (ii) if you work under flex-time arrangements travel time will accrue on a hour for hour basis to be taken as flex leave in accordance with clause 20.
- (c) Travel time does not apply when:
 - (i) overtime has been paid in accordance with clause 22; or
 - (ii) when working overtime in the field (refer clause 31.3); or
 - (iii) the military pre-clearance allowance applies (refer clause 29.10).
- (d) If you are an executive level employee, time travelled will be recognised under clause 25.

30.5 Overseas postings

Overseas conditions of service are determined by the secretary from time to time and contained in the *Overseas conditions of service manual*.

30.6 Additional guidance concerning application of the travel provisions are contained in the *Travel enterprise agreement guideline*.

31. Field work

31.1 For the purposes of this clause **field work** means you work long and/or irregular hours conducting various land-based or sea-going operations out in the open and generally in rural or remote areas of Australia or overseas, and you:

- (a) work in the Australian Plague Locust Commission and perform aerial surveys, locust control operations and research projects; or
- (b) are required to perform duty at sea; or
- (c) work in the Northern Australia Quarantine Strategy and travel to remote areas, conducting animal, plant health or extension surveys; or
- (d) travel to remote areas overseas conducting non-military pre-clearance inspections.

31.2 The field work provisions may be extended to other areas if the secretary determines that it is appropriate for field work conditions to apply.

31.3 Working overtime in the field

- (a) When you work overtime (as defined by clause 22) while performing field work this provision applies for the purposes of payment and time off in lieu accrual.
- (b) For overtime worked you will receive a mixture of payment and time off in lieu accrual at a ratio of 80/20, unless agreed otherwise.
- (c) Under the ratio, the calculation for payment will be 1.6 times your ordinary rate of pay for each overtime hour worked and time off in lieu will accrue at the rate of 1.6 hours for each overtime hour worked.
- (d) If you are an executive level employee, the ordinary rate of pay used for the payment calculation will be the top APS 6 pay point of your discipline specific stream (refer Schedule 1).
- (e) Overtime while performing field work includes travelling to and from a field location except where travel is by a commercial airline service and no field work is performed on the day of travel.

31.4 Public holidays

- (a) If you are performing field work on a public holiday (refer clause 69), you will receive a day off in substitution for the missed public holiday up to a maximum of 7 hours 30 minutes per occasion.
- (b) Regardless of your actual field locality only public holidays which apply at your home location will apply to you when performing field work.

31.5 Arrangements for sea-going employees

- (a) If you are performing duty at sea you will receive payment and leave accrual in accordance with clause 31.3.
- (b) If you are required to remain at sea on a Saturday, Sunday or public holiday without working, you will receive time off in lieu (on an hour for hour basis) up to a maximum of 7 hours 30 minutes per day.

31.6 **Camping or at sea allowance**

- (a) For the purposes of this clause:
 - (i) **Camping**, means when you are performing field work and required to camp for official purposes, whether performing duty or not.
 - (ii) **At sea**, means when you are performing field work and required to be at sea overnight for official purposes, whether performing duty or not.
- (b) The camping or at sea allowance rate will be the daily meals and incidentals components of the other country centres travel allowance.
- (c) When you are camping or at sea, you will be paid the camping or at sea allowance for each day or part-day.
- (d) When you are at sea, the allowance is only payable while on non-passenger vessels, which includes navy and customs vessels. We will pay your passage on the vessel, in addition to the payment of the allowance.

31.7 **Airborne survey allowance**

- (a) You will be paid an airborne survey allowance of \$17.92 for each hour or part-hour you are required to fly in an aircraft to conduct aerial surveys.
- (b) If you incur an increased premium on your life insurance due to the fact that your duties require you to conduct aerial surveys, that increase will be reimbursed by us.

31.3 Additional guidance concerning application of the field work provisions is contained in the *Field work enterprise agreement guideline*.

32. **Remote locality conditions**

32.1 For the purposes of this clause **stationed** means that you are required by us to work and live at a remote locality.

32.2 **Eligibility requirements**

- (a) If you are stationed at a remote locality listed in Table 1 of Schedule 3 to this Agreement you are eligible to receive remote locality conditions.
- (b) If you are stationed at a former remote locality listed in Table 2 of Schedule 3, you are eligible to receive remote locality conditions under this clause only if you have been stationed continuously at the location or at another location listed in Table 1 or Table 2 from 16 September 1998.
- (c) If you are stationed at a former remote locality listed in Table 2, but do not meet the eligibility requirements of clause 32.2(b), you are only eligible for the medical or dental treatment (refer clause 32.7(b)) and emergency or compassionate travel (refer clause 32.7(c)) provisions.
- (d) Additional remote localities may be determined using the *Australian public service enterprise award 2015* remoteness formula.
- (e) If your spouse or de facto partner is also eligible for payment of a district allowance or Gladstone allowance under this Agreement, or from another employer, you will both be considered to be without eligible dependants.

32.3 Gladstone allowance

If you are stationed at Gladstone, Queensland you will receive an annual allowance of \$742 (if you are stationed with your dependant/s) or \$382 (if you are stationed without eligible dependants).

32.4 Employees at Nhulunbuy

If you are stationed at Nhulunbuy, you and your eligible dependant/s will receive an economy return airfare to Darwin per year (not cumulative), plus three days accommodation.

32.5 District allowance

- (a) If you are an ongoing employee, and eligible under clause 32.2, a district allowance will be paid on a pro-rata basis each fortnight (refer Column 3 Tables 1 and 2). The rate of allowance for Broome, Karratha and Port Hedland will be the higher rate of Nhulunbuy or Weipa.
- (b) You will continue to be paid the district allowance for the period of any recreation leave taken, provided that you remain eligible to be paid the district allowance on the day immediately before the recreation leave commences. This applies to a period of recreation leave irrespective of the place of residence during the leave period.
- (c) You will not receive district allowance when receiving travel allowance for a period when you are temporarily stationed in a locality for which district allowance would otherwise be payable. If the secretary considers that there are special circumstances, the travel allowance payable to you for that period may be increased.
- (d) The district allowance rates will be reviewed periodically and amended in accordance with the relevant subscription service.

32.6 Reimbursement of leave fares

- (a) If you are an ongoing employee you and your eligible dependant/s will receive reimbursement of leave fares as provided for in Column 4 of Tables 1 and 2.
- (b) Reimbursement will be up to the cost of an economy return airfare (best fare of the day) from your location to the nearest capital city or to another domestic location you and your eligible dependant/s travel to, whichever is the lesser.
- (c) You can only accumulate a maximum of two unused leave fare reimbursements.
- (d) If you are a non-ongoing employee, you and your eligible dependant/s may be eligible for reimbursement of leave fares at the completion of each period of service as specified in Column 4 of Table 1.
- (e) Reimbursement for leave fares for non-ongoing employees will be approved provided there has been continuity of service, with no more than two months break in service between non-ongoing engagements in each period of service as specified in Column 4 of Table 1.
- (f) As an alternative to reimbursement under this clause, the department will, with reasonable notice of your travel arrangements, book and pay for your economy airfares (best fare of the day) using our travel management system.

32.7 Reimbursement of fares for other purposes

- (a) For the purposes of this clause reimbursement will be:
 - (i) up to the cost of an economy return airfare (best fare of the day) for authorised travel only within Australia; and
 - (ii) subject to you providing suitable evidence of incurring the cost.
- (b) **Medical or dental treatment**
 - (i) Reimbursement for the cost of travel for medical or dental treatment for you and your eligible dependants will be approved where there is no resident practitioner at the location and/or for specialist medical treatment.
 - (ii) Reasonable accommodation costs will also be reimbursed where circumstances prevented you or your eligible dependant from returning home on the same day.
 - (iii) Fares and accommodation will not be reimbursed where a community scheme (e.g. Royal Flying Doctor Service) provides such assistance. Any contributions required under a community scheme will be reimbursed, as will reasonably receipted accommodation expenses if the community scheme only partially meets those costs.
- (c) **Emergency or compassionate travel**

Reimbursement for the cost of travel will be approved where a member of your immediate family passes away or becomes critically ill and you or your spouse or de facto partner travels to either attend the funeral or to visit the ill immediate family member.
- (d) **Eligible dependant/s attending school**
 - (i) If you are an ongoing employee, reimbursement for the cost of fares will be approved for your eligible dependant/s that ordinarily reside with you and are required to receive their primary or secondary schooling in a place away from your locality where there is not a community scheme for that purpose.
 - (ii) Reimbursement is limited to two reunion visits each full school year; or where your dependant/s does not attend a school outside the locality for the full year, one visit in any six month period.
 - (iii) The secretary may approve reimbursement of an additional fare where the dependant/s attend a school which has four terms per school year or where exceptional circumstances exist.
- (e) **Term transfer fares**
 - (i) If you are an ongoing employee assigned duties on term transfer to a remote locality, with eligible dependants residing at your former locality you will be reimbursed the cost of travel for the purpose of reunion.
 - (ii) Reimbursement is limited to six reunion visits in any one year beginning on the day that you commenced the term transfer.

- (iii) The secretary may authorise travel for the purpose of reunion to a locality, within Australia, other than your former locality, provided that you pay the amount (if any) by which the cost of fares to the other locality exceeds the cost of an economy return airfare (best fare of the day) to your former locality.
- (iv) On completion of a term transfer, you and your eligible dependant/s may elect to return to your former locality before commencing at a new locality for which the cost of fares will be reimbursed.

32.8 Travel other than by air

If a mode of travel other than by air is approved you will receive:

- (a) payment of motor vehicle allowance (refer clause 29.5), up to the amount you would have been reimbursed had you travelled by air; or
- (b) where travel is by other than private motor vehicle, the reimbursement is the lesser of:
 - (i) reimbursement of the costs reasonably incurred; or
 - (ii) the amount you would have been reimbursed had you travelled by air.

32.9 Deductions of rent from salary

- (a) If you reside in a building owned or leased by the Commonwealth, you may be required to pay rent deducted fortnightly at a rate not exceeding ten per cent of your salary. You may authorise us to deduct this amount from your pay.
- (b) Rent at this rate will continue to be payable by you during periods of leave.

32.10 Air-conditioning subsidy

- (a) You will receive a subsidy in relation to the cost of running refrigerated air-conditioning for September to April (the **subsidy** period) if you:
 - (i) are stationed at either Broome, Weipa, Karratha, Port Hedland, Nhulunbuy, Christmas Island, Cocos Island and Thursday or other Islands of the Torres Strait for the subsidy period; and
 - (ii) reside in either a Commonwealth dwelling or a dwelling in which you will receive temporary accommodation allowance, in which refrigerated air-conditioning is installed; and
 - (iii) are responsible for the payment of the charges listed on an acceptable account for that dwelling.
- (b) If you are based in Broome for the subsidy period the subsidy will be payable irrespective of whether or not you occupy a Commonwealth dwelling.
- (c) If eligible the subsidy is calculated as follows:

32.11 Table 6: Air conditioning subsidy calculation

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

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

$$\frac{2 \times \text{days within subsidy period}}{(\text{days in the subsidy period} + \text{days covered by the account})}$$

- (e) Where you and all your eligible dependants are absent from the locality for a period in excess of one day, and the dwelling is occupied by a person who is not you, the period of absence will not be included in the subsidy period.

32.12 Additional guidance concerning application of remote locality provisions is contained in the *Remote locality enterprise agreement guideline*.

33. Employee wellbeing

33.1 Employee assistance program

An Employee Assistance Program (EAP) is available to provide a confidential, professional counselling service to help you and your immediate family resolve work related and personal problems.

33.2 Vaccinations

- (a) Access to influenza vaccinations will be provided on an annual basis, at our expense. Where the vaccination is not provided at the workplace, you may make private arrangements to be vaccinated and reimbursement will be provided, but limited to the cost of the influenza vaccine.
- (b) Access to other vaccinations will be provided if you perform duties which place you at risk of infection (e.g. Q fever, Hepatitis B). Where these vaccinations are not provided at the workplace, you may make private arrangements to be vaccinated and reimbursement will be provided, but limited to the cost of the vaccine.

33.3 Breastfeeding in the workplace

The department will provide reasonable paid time and suitable facilities to support breastfeeding and associated activities.

33.4 Health and fitness reimbursement

- (a) To support your health and attendance at work, if you are an ongoing employee on 1 April each year, you will be reimbursed (on production of receipt/s) to a maximum of \$299 per annum for the purchase of health and fitness activities and equipment.

- (b) Reimbursement will only be made for activities and equipment listed in the *Health and fitness reimbursement enterprise agreement guideline*.
- (c) Purchases can be made at any time during the year until 31 March, with reimbursement claims only accepted in April and paid in May of each year.

Part 4 Remuneration

34. Classification arrangements

34.1 The classification structure outlined at Schedule 1 of this Agreement comprises the following three discipline specific streams:

- (a) Policy and technical;
- (b) Veterinarian; and
- (c) Science.

34.2 Where classification structure barriers exist, other than the training broadband (refer clause 34.5) and the entry level APS 3 to APS 4 biosecurity broadband (refer clause 34.6) once implemented, movement through the barrier will be based on:

- (a) work availability; and
- (b) a merit selection process.

34.3 Transitional arrangements

If at the commencement of this Agreement you are:

- (a) covered by the veterinarian discipline specific stream; or
- (b) classified under the previous DAFF banded structure

the transitional arrangements at Schedule 2 apply to you.

34.4 On-plant veterinarian (OPV) induction

- (a) On commencement you will be classified as an APS 6 and paid the OPV induction pay point within Table 5 of Schedule 1.
- (b) Upon successful completion of the OPV induction program, you will be advanced to the APS 6.06 pay point within Table 2 of Schedule 1.

34.5 Training broadband

- (a) The training broadband at Table 4 of Schedule 1 is used for those employees required to undertake a mandatory training or development program whose classification progression is subject to:
 - (i) successful completion of the program; and
 - (ii) receiving a rating of **meets expectations** or higher under the performance management process (refer clause 46.7).
- (b) The **performance not meeting expectations** provisions of this Agreement (refer clause 47) do not apply to you during the mandatory training or development program.

(c) Graduate APS

- (i) On commencement you will be classified at the APS 3 level paid at the APS 3.03 pay point within the training broadband (refer Table 4 of Schedule 1).
- (ii) Upon successful completion of a course of training under our graduate development program, you will be assessed in accordance with clause 34.5(a)(ii) for advancement to the APS 4 classification level within Table 4 of Schedule 1.

(d) Trainee APS Technical

- (i) On commencement you will be classified at the APS 2 level within the training broadband (refer Table 4 of Schedule 1).
- (ii) Upon successful completion of a course of training under our traineeship program, you will be assessed in accordance with clause 34.5(a)(ii) for advancement to the APS 3 classification level within Table 4 of Schedule 1.

(e) Cadet APS

- (i) On commencement you will be classified at the APS 1 level within the training broadband (refer Table 4 of Schedule 1). During the study component of the academic year you will be paid 60 per cent of the APS 1.01 pay point.
- (ii) On graduation and completion of the cadetship, you will be assessed in accordance with clause 34.5(a)(ii) for advancement to the APS 3 classification level within Table 4 of Schedule 1.

(f) APS 2 to APS 3 biosecurity broadband

- (i) On commencement you will be classified at the APS 2 level within the training broadband (refer Table 4 of Schedule 1).
- (ii) Upon successful completion of the 12 month entry level program, you will be assessed in accordance with clause 34.5(a)(ii) for advancement to the APS 3 classification level within Table 4 of Schedule 1.
- (iii) The entry level program includes the following:
 - Certificate III in Government; and
 - on-the-job technical assessments to the APS 2 biosecurity officer capability standard; and
 - final competency based assessment to the APS 3 biosecurity officer capability standard.
- (iv) As successful completion of the program within 12 months is a condition of your employment, any decision to terminate your employment will not be made until you have been advised in writing of the proposed action and have had an opportunity to respond.

- (g) The secretary may assign other classification progression arrangements to the training broadband relevant to other training and development programs being undertaken by an employee or to ensure consistency with whole of government approaches.

34.6 Introduction of an APS 3 to APS 4 biosecurity broadband

- (a) This training broadband cannot be accessed until the following program components have been developed and implemented by the department:
 - (i) Certificate III in Government plus selected units from Certificate IV in Government; and
 - (ii) on-the-job technical assessments to the APS 3 biosecurity officer capability standard; and
 - (iii) final competency based assessment to the APS 4 biosecurity officer capability standard.
- (b) After implementation and on commencement you will be classified at the APS 3 level within the training broadband (refer Table 4 of Schedule 1).
- (c) Upon successful completion of the 12 month entry level program, you will be assessed in accordance with clause 34.5(a)(ii) for advancement to the APS 4 classification level within Table 4 of Schedule 1.
- (d) As successful completion of the program within 12 months is a condition of your employment, any decision to terminate your employment will not be made until you have been advised in writing of the proposed action and have had an opportunity to respond.
- (e) The **performance not meeting expectations** provisions of this Agreement (refer clause 47) do not apply to you during the mandatory training or development program.
- (f) If you are currently classified as an APS 3 biosecurity officer you will advance through the barrier to an APS 4 biosecurity officer, subject to work availability and a merit based selection process if you have:
 - (i) successfully completed the program; and
 - (ii) received a rating of **meets expectations** or higher under the performance management process (refer clause 46).

34.7 Work rotation for biosecurity officers

For biosecurity operations employees, reasonable notice in relation to work rotation will normally be regarded as four weeks, where operationally possible.

35. Salary on commencement, advancement or promotion

- 35.1 When you commence employment, or advance to a higher work level or are promoted to a higher classification, salary will normally be payable at the minimum pay point applicable to the classification.

35.2 The secretary may approve a salary at a higher pay point, if:

- (a) your skills, knowledge and experience exceed the standard that would normally be expected on commencement at the classification; and/or
- (b) the contribution that you are able to make immediately exceeds the contribution that would normally be expected on commencement at the classification; and/or
- (c) you propose and the secretary agrees that a higher salary is justified.

35.3 When you commence employment from another APS agency and your salary exceeds the top pay point of the relevant classification under this Agreement, the secretary may approve the maintenance of the higher salary until such time as it is absorbed by any remuneration increases provided for in this Agreement. In these circumstances the provisions of clause 36.2 do not apply to you.

36. Salary increases

36.1 Your salary will be increased by:

- (a) three per cent to be paid from the first full pay period on or after the commencement date of the Agreement;
- (b) two per cent to be paid from the first full pay period 12 months after the commencement date; and
- (c) one per cent to be paid from the first full pay period 18 months after the commencement date.

36.2 If you are receiving salary maintenance or are on a retention pay point which is, in dollar terms, in excess of the salary range for your classification level, you will maintain access to your existing salary level. Any salary increase under this Agreement will be applied to your existing salary level. This does not apply if you are covered by clause 35.3.

37. Superannuation

37.1 The department will make compulsory employer contributions as required by applicable legislation and the requirements of your fund.

37.2 While the default superannuation scheme for new APS employees is the Public Sector Superannuation accumulation plan (PSSap), the department recognises choice of complying funds which allow contributions to be paid fortnightly by electronic funds transfer.

37.3 Employer contributions to the PSSap and other accumulation schemes will be 15.4 per cent, calculated on your fortnightly superannuation contribution salary (or ordinary time earnings) inclusive of any salary sacrifice arrangements.

37.4 Employer contributions will not be paid on your behalf during periods of unpaid leave that do not count as service, except:

- (a) when required under legislation; and/or
- (b) during periods of unpaid parental, maternity, adoption and foster parents leave.

37.5 If you earn below the superannuation guarantee minimum payment, the department will make superannuation contributions in accordance with clause 37.3.

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

38. Payment of salary

- 38.1 Your fortnightly salary is paid in arrears and the fortnightly rate of remuneration is based on the following formula:

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

- 38.2 Your fortnightly salary is paid by electronic funds transfer into a financial institution account/s of your choice.
- 38.3 The secretary may approve the pre-payment of salary to you where special circumstances exist (e.g. when on recreation leave travelling overseas).
- 38.4 **Unauthorised absence**
- (a) Where you are absent from duty without approval, all remuneration and other benefits provided under this Agreement will cease until you resume duty or are granted leave.
 - (b) Periods of unauthorised absence do not count as service.

39. Overpayment or underpayment of salary

- 39.1 When an overpayment of salary, allowances or other remuneration has been identified, we will require the overpayment to be repaid in full. As an alternative you may authorise us to deduct this amount from your pay at the rate of 20 per cent of your net fortnightly salary until recovered in full. The secretary may approve a lesser amount in circumstances of severe hardship.
- 39.2 You may authorise at any time the deduction of a greater amount.
- 39.3 On cessation of employment, you may authorise us to deduct any amount owing to the department from your final payout, and you will be advised of the amount and reason/s in writing for the deduction/s.
- 39.4 Where you have been underpaid salary or allowances, we will correct the situation as quickly as possible.

40. Payment on death

- 40.1 Where an employee dies, or the secretary has directed that an employee will be presumed to have died on a particular date, the secretary will authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment by way of resignation or retirement.
- 40.2 Payment may be made to dependants 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, it should be paid to the legal representative.

- 40.3 On the death of the employee, any monies owing to the department as a result of advanced recreation leave credits will be waived.

41. Salary on election to transfer to a lower classification

Where you elect to transfer to a lower classification on a permanent or temporary basis, salary will be paid at the maximum pay point of that lower classification.

42. Salary sacrifice

- 42.1 You may choose to sacrifice part of your salary (salary packaging) for other benefits to meet your individual needs.
- 42.2 All fringe benefits tax and administrative costs incurred as a result of any salary sacrifice arrangement are to be met by you with any Goods and Service Tax benefit being passed onto you by the department.
- 42.3 Additional guidance concerning the application of salary sacrifice arrangements is contained in the *Salary sacrifice policy*.

43. Deferred salary leave scheme

A deferred salary leave scheme is available to you. Additional guidance concerning the scheme is contained in the *Deferred salary scheme enterprise agreement guideline*.

44. Supported salary

- 44.1 If you have a reduced work capacity due to a disability you may be eligible for a supported wage.
- 44.2 Schedule 4 sets out the provisions relating to employment in the department under the Commonwealth's supported wage system.

45. Learning and development

- 45.1 The department is committed to providing you with learning and development opportunities that will assist your career aims and to acquire capability to undertake your current and possible future roles.
- 45.2 Learning and development includes mentoring, internal and external training, coaching, on-the-job training, participating in rotations and mobility programs, mandatory learning and external study.
- 45.3 Our studybank scheme encourages your external study, given the benefits for the department, and if granted approved student status under the scheme you may be provided with:
- (a) study leave (refer clause 65); and/or
 - (b) full or partial reimbursement of course fees.
- 45.4 Additional guidance concerning external study support is contained in the *Studybank guideline*.

46. Performance management

- 46.1 Both you and your manager have a responsibility to establish a working relationship which supports day-to-day interaction on workplace matters, including what, when and how work is performed.
- 46.2 The department's performance management system provides you and your manager with the opportunity to discuss your work performance, the working relationship and expectations, in the context of:
- (a) the department's purpose and objectives;
 - (b) priorities of the work area;
 - (c) building and maintaining capability; and
 - (d) good people management.
- 46.3 You are required to participate in the department's performance management process and your manager will work with you to attain and sustain the standard expected.
- 46.4 You and your manager will develop, maintain and regularly review a work plan and learning agreement.
- 46.5 Performance management will run on an annual cycle commencing 1 June each year and concluding 31 May of the following year. An end of cycle discussion must be held before 31 May, where a performance rating is given.
- 46.6 If you have worked in more than one role during the assessment period, your manager must seek and take into account input from your previous manager when assigning the end of cycle rating.
- 46.7 **Performance ratings**
- The department uses the following three point rating scale to measure performance:
- (a) exceeds expectations;
 - (b) meets expectations; and
 - (c) does not meet expectations.
- 46.8 Additional guidance concerning application of the performance management process is contained in the *Performance management enterprise agreement guideline*.

47. Performance not meeting expectations

- 47.1 The principles of procedural fairness apply to the processes and decisions under this clause.
- 47.2 You may have a representative present to provide support during meetings held under this clause.
- 47.3 This clause does not apply if you are within a period of probation or a non-ongoing employee.
- 47.4 If it is identified that your performance is not meeting expectations against your work plan and learning agreement, your manager will promptly raise this with you.

- 47.5 Before any formal action is taken under this clause, you must have been advised, in writing:
- (a) the area/s of your work performance that require improvement, attaching copies of relevant documentation concerning the performance assessment; and
 - (b) the expectations and standard to which work in the area/s should be performed.
- 47.6 After receiving this advice, you will be provided with the opportunity and support of your manager to improve, including regular discussion and feedback, on your progress.
- 47.7 If after repeated improvement attempts, your work performance continues to not meet expectations, a Performance Improvement Plan (PIP) will be developed by your manager which focusses on the:
- (a) area/s of your work performance that require improvement;
 - (b) outcomes required to demonstrate achievement of standards;
 - (c) level of support to be provided (e.g. training); and
 - (d) key achievement milestones.
- 47.8 To commence formal action you will be provided with written advice from your manager that a PIP is to commence for a six week period, commencing from the date of the advice.
- 47.9 From the date of receiving this advice you have seven calendar days to provide a response in writing on the PIP, if you wish. Your manager will meet with you to discuss any issues raised.
- 47.10 Over the six week period your performance will be reviewed with you on a fortnightly basis against your PIP, review outcomes will be provided to you in writing and you will be given the opportunity to comment on each review outcome in writing.
- 47.11 During the PIP, if your manager is satisfied that your performance meets expectations, the duration of the PIP may be reduced.
- 47.12 If your performance is assessed as not meeting expectations on completion of the six week PIP, or within ten months following the completion of the PIP, the secretary will notify you in writing of the intention to:
- (a) terminate your employment; or
 - (b) transfer you to another role; or
 - (c) reduce your classification.
- 47.13 From the date of receiving this notification you have fourteen calendar days to provide a response in writing concerning either the assessment and/or the intended sanction. Having considered any response provided by you, the secretary may issue a notice of termination, or effect your transfer to another role or reduce your classification.
- 47.14 Any reduction to your classification will take effect one month after the date of notification to you. You may apply under the PS Act to have this decision reviewed (refer clause 14). If the review is successful, the notice of reduction is revoked without detriment to you.
- 47.15 The sole and exhaustive rights and remedies you have in relation to termination of employment are those, under the Act or under other Commonwealth laws (including the Constitution) or at common law.

- 47.16 Any termination of, or a decision to terminate your employment cannot be reviewed under the PS Act (refer clause 14) or under the dispute resolution provisions of this Agreement (refer clause 15).
- 47.17 If your employment continues with the department, it is recognised you have every opportunity to improve your performance and further your career and while all records relating to the application of this clause are retained in your personnel file, they will not be relied upon in any future application for transfer or advancement by you.
- 47.18 Action will continue under this clause regardless of whether:
- (a) an investigation into an alleged breach of the APS Code of Conduct is underway or planned; or
 - (b) you have, or develop, a medical condition during the process, however, mitigating circumstances that are a result of a medical condition will be taken into consideration at the conclusion of the assessment as referred to in clause 47.12.
- 47.19 Additional guidance concerning application of performance not meeting expectations is contained in the *Performance management enterprise agreement guideline*.

48. Pay point progression

- 48.1 You must meet the following requirements to be eligible for pay point progression with effect from 1 July:
- (a) on 1 June you have been at work on the lower pay point for a period of six months or more; and
 - (b) you have received a rating of **meets expectations** or higher at the end of the performance management cycle (refer clause 46.7).
- 48.2 If you receive a rating of **exceeds expectations** at the end of the performance management cycle, the secretary may approve advancement by more than one pay point in any one performance assessment cycle.

49. Temporary assignment

- 49.1 Where you are selected for temporary assignment to work at a higher work level for a continuous period of two weeks or longer, you will be paid at a pay point appropriate to that higher work level for the period of the assignment.
- 49.2 The secretary may approve payment at a higher work level for a temporary assignment period of less than two weeks.
- 49.3 The secretary may approve a payment of a percentage of the difference between your pay point and the minimum pay point of the higher work level if you are not-performing the full range of duties of the higher role.
- 49.4 If you are being paid at a higher pay point for a temporary assignment and you have been granted paid leave or observe a public holiday during that period, you will continue to be paid at the higher pay point for a temporary assignment during that absence.
- 49.5 When your temporary assignment exceeds 12 months and you maintain a **meets expectations** or higher rating, you will be paid the next highest pay point of the classification assigned to.

- 49.6 The secretary will determine the appropriate loading and other benefits when you are temporarily assigned to a senior executive service role for a period greater than four weeks. The secretary may approve payment for a period of less than four weeks.

Part 5 Leave

50. Recreation leave

50.1 You will accrue four weeks paid recreation leave per annum in accordance with the formula at clause 67.

(a) **Shift worker additional leave**

You will accrue an additional half day of recreation leave for every Sunday worked throughout the previous year up to a maximum of one week's additional leave. Working on a Sunday means working ordinary duty or overtime for a minimum of three hours.

(b) **Remote localities additional leave**

(i) If you are stationed in a remote locality listed in Table 1 in Schedule 3, you will accrue the additional recreation leave in Column 2 of that table; or

(ii) If you are an eligible employee for the purpose of Table 2 (refer clause 32.2), you will accrue the additional recreation leave in Column 2 of that table.

(iii) If you are a non-shift worker this additional leave accrued will attract a payment in January each year equal to 17.5 per cent of the financial value of the leave to a maximum of:

A minus (weekly salary x 0.175 x 4)

Where:

- A = Australian Bureau of Statistics male average weekly total earnings (original) figure published in May of the year before the January calculation; and
- Weekly salary = the weekly salary received as at 1 January in the year the leave accrues.

50.2 You may take your accrued recreation leave at any time with the approval of your manager, subject to operational requirements.

50.3 Your recreation leave balance cannot exceed two years accrual unless agreed otherwise by your manager (e.g. for an extended overseas holiday). Where this two year maximum is exceeded, you may be directed to take leave to reduce your balance with one calendar months' notice.

50.4 In circumstances where you have commenced or returned to the department and your recreation leave accrual exceeds the maximum you will have three months to reduce the accrual below the maximum unless agreed otherwise by your manager.

50.5 On ceasing employment with the APS you will receive payment in lieu (calculated using your final salary inclusive of allowances and shift loadings payable if you had taken leave) for any accrued recreation leave, including any pro rata accrual from:

- (a) the date of your last recreation leave credit; or
- (b) your date of commencement if a credit has not accrued.

50.6 If you are a shift worker and not rostered to work on a public holiday which falls during a period of recreation leave, you will have no deduction for the day from leave credits and you will receive a day off in substitution for the missed public holiday or a day's pay at your ordinary rate of pay.

50.7 Notwithstanding the provisions of the *Holidays Act 1910* (SA), only the public holidays defined under clauses 69.1(a) to (h) will apply to employees in South Australia for the purposes of clause 50.6.

50.8 Leave at half pay

- (a) You may take your recreation leave at half pay.
- (b) When assessing requests your manager will consider the workplace leave plan and whether approving the request has any impact on your team.
- (c) When recreation leave is taken at half pay, leave credits will be deducted at half the duration.

50.9 Cashing out of leave

- (a) You may with the secretary's approval cash out an amount of recreation leave once per calendar year provided you have at least 20 days recreation leave credit remaining after the cash out.
- (b) If approved to cash out recreation leave you will be paid the full amount that would have been paid had you taken the leave.
- (c) Each cashing out of a particular amount of recreation leave must be by a separate agreement in writing.

50.10 Purchased leave

- (a) If you have 12 months continuous service with the APS you may purchase up to four weeks of recreation leave per year which must be taken in minimum whole week blocks, or if you are a shift worker a whole shift cycle falling between days off.
- (b) Shorter periods will only be approved if your purchased leave balance is insufficient to take the minimum as required under clause 50.10(a).
- (c) Purchased leave cannot be taken at half pay.
- (d) Purchased leave may be taken in combination with public holidays (refer clause 69) or with other leave.
- (e) The amount of leave purchased will be paid for through a corresponding reduction in your fortnightly pay, spread evenly over a 12 month period, beginning on the first pay after the purchase is processed.
- (f) Purchased leave must be used within 12 months of purchase or it will lapse, unless approval is given to carry it over. You will receive a refund for any lapsed purchased leave.
- (g) If you cease employment during the year in which the leave is purchased, your final payment will be adjusted to take account of deductions not yet made or deductions made and purchased leave not yet taken.

- (h) Requests to take your purchased leave will be considered by your manager when developing your recreation leave plan and will be subject to operational requirements.
- (i) When approving leave plans, priority will be given to full pay recreation leave over purchased leave.

50.11 Reimbursement of expenses

If you have an approved period of recreation leave cancelled, or you are recalled to duty while on recreation leave, we will re-credit the period of leave and reimburse you for reasonable travel costs and incidental expenses incurred which are not otherwise recoverable from insurance or any other source.

50.12 Additional guidance concerning the application of recreation leave is contained in the *Recreation leave enterprise agreement guideline*.

51. Personal leave

- 51.1 You will accrue 20 paid days personal leave per annum in accordance with the formula at clause 67.
- 51.2 If you are a newly engaged employee, you will receive an initial credit of five days on commencement. After three months service, your personal leave will be credited fortnightly.
- 51.3 If you are a non-ongoing employee engaged for less than three months, your initial credit will be calculated based on your period of employment and you will not be credited fortnightly.
- 51.4 Subject to approval you may take personal leave:
 - (a) for personal illness or injury; or
 - (b) for attending a medical appointment; or
 - (c) when a member of your immediate family or household needs care or support due to illness, injury or during an unexpected emergency.
- 51.5 You may be granted unpaid personal leave for personal illness or injury when your paid personal leave has been exhausted.
- 51.6 You must advise your manager of an absence, or your intention to be absent from work as soon as reasonably practicable.
- 51.7 Personal leave will not be debited on a public holiday (refer clause 69), which you would have otherwise observed.
- 51.8 If you are receiving workers compensation for more than 45 weeks you will accrue personal leave on an **hours actually worked** basis.
- 51.9 Where you are on a continuous period of personal leave, we will not, without your agreement, terminate your employment on invalidity grounds, before you have exhausted your personal leave credit.

51.10 Provision of medical certificates

- (a) You must provide a medical certificate from a registered health practitioner if you have three or more consecutive days' absence.
- (b) You must provide a medical certificate from a registered health practitioner after taking a total of eight days absence in a calendar year where no medical certificate has been provided.
- (c) Where it is not reasonably practicable to obtain a medical certificate you must provide other evidence which would satisfy the secretary that the leave was taken for a reason described in clause 51, such as:
 - (i) a pharmacist certificate;
 - (ii) a statutory declaration; or
 - (iii) other supporting documentation that is deemed suitable by the secretary (e.g. child care centre or school letter).
- (d) Your manager may give written notice to you (together with reasons) requiring you to provide a medical certificate or other evidence for any personal leave absence.
- (e) If you become eligible for personal leave when on recreation or long service leave and provide a medical certificate or other evidence, you may apply for personal leave. Recreation and long service leave will be re-credited to the extent of the period of personal leave granted.

51.11 Leave at half pay

- (a) You may take your personal leave at half pay.
- (b) When personal leave is taken at half pay, leave credits will be deducted at half the duration.

51.12 Anticipated personal leave

The secretary may approve for you to take up to 20 days personal leave in advance in circumstances of serious injury or chronic illness.

51.13 Additional guidance concerning the application of personal leave is contained in the *Personal leave enterprise agreement guideline*.

52. War service leave

52.1 If you are unfit for duty because of a war or defence caused condition, you will receive:

- (a) a one-off grant of nine weeks war service leave when you commence in the APS; and
- (b) an additional grant of three weeks' war service leave for each full year of service under this Agreement, accumulated up to a maximum credit of nine weeks.

52.2 You may use this leave when you are unfit for duty because of your war or defence caused condition.

52.3 Additional guidance concerning the application of war service leave is contained in the *Other leave enterprise agreement guideline*.

53. Compassionate/bereavement leave

- 53.1 You may take up to three days leave with pay on each occasion that a member of your immediate family or household:
- (a) contracts or develops a personal illness that poses a serious threat to their life; or
 - (b) sustains a personal injury that poses a serious threat to their life; or
 - (c) passes away.
- 53.2 In exceptional circumstances (e.g. attendance at a funeral overseas) the secretary may approve miscellaneous leave in addition to any approved compassionate/bereavement leave.
- 53.3 Additional guidance concerning the application of compassionate/bereavement leave is contained in the *Other leave enterprise agreement guideline*.

54. Parental leave

- 54.1 If you are a supporting partner or secondary carer immediately following the birth, adoption or long term fostering of a dependent child you may take two weeks paid leave which can be taken at half pay.
- 54.2 If you meet the requirements under the NES for parental leave you are eligible for a maximum of 12 months unpaid parental leave, less any period taken under clause 54.1.
- 54.3 You may apply to the secretary for up to an additional 12 months of unpaid parental leave to be taken immediately following the initial 12 months under clause 54.2.
- 54.4 Additional guidance concerning the application of parental leave is contained in the *Parenting leave enterprise agreement guideline*.

55. Maternity leave

- 55.1 Up to 52 weeks maternity leave is available in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* and subject to the eligibility provisions of this Act up to the first 12 weeks will be with pay.
- 55.2 If you are eligible for paid maternity leave under clause 55.1, you will also receive an additional two calendar weeks' paid maternal leave to be taken immediately following the period of paid maternity leave.
- 55.3 You may also take up to two weeks paid personal leave (or four weeks at half pay) from your available personal leave credits (subject to not being detrimental as compared to the NES) following the leave provided for under clauses 55.1 and 55.2, bringing the maximum total paid leave provided under this clause to 16 weeks.
- 55.4 If you are eligible for paid maternity leave under clause 55.1 and 55.2, you may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half normal salary.
- 55.5 You may also apply for additional unpaid parental leave in accordance with clause 54.3.
- 55.6 Additional guidance concerning the application of maternity leave is contained in the *Parenting leave enterprise agreement guideline*.

56. Adoption leave

- 56.1 If you have 12 months continuous service in the APS you may take up to 14 weeks paid adoption leave for the purposes of adopting a child if you are the primary carer for that child.
- 56.2 You may take adoption leave from one week prior to the date of placement of a child who has not previously lived with you for a continuous period of six months or more. The leave must be commenced within eight weeks of the child being adopted.
- 56.3 You may take the paid leave provided for under clause 56.1 as 28 weeks at half pay.
- 56.4 If you meet the requirements for adoption-related leave under the NES you may take an additional period of unpaid adoption leave up to 52 weeks (including the period of paid leave).
- 56.5 You may also apply for additional unpaid parental leave in accordance with clause 54.3.
- 56.6 Additional guidance concerning the application of adoption leave is contained in the *Parenting leave enterprise agreement guideline*.

57. Foster parent's leave

- 57.1 If you have 12 months continuous service in the APS you may take up to 14 weeks paid foster parent's leave for the purposes of long term fostering of a child and you are the primary carer of that child.
- 57.2 You may take foster parent's leave from one week prior to the date of placement of a child who has not previously lived with you for a continuous period of six months or more. The leave must be commenced within eight weeks of the child being fostered.
- 57.3 You may take the paid leave provided for under clause 57.1 as 28 weeks at half pay.
- 57.4 You may take an additional period of unpaid foster parent's leave up to 52 weeks (including the period of paid leave).
- 57.5 You may also apply for additional unpaid parental leave in accordance with clause 54.3.
- 57.6 Additional guidance concerning the application of foster parents leave is contained in the *Parenting leave enterprise agreement guideline*.

58. Long service leave

- 58.1 You are eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 58.2 When you become eligible to take long service leave, the minimum period during which long service leave can be taken is seven calendar days at full pay or 14 calendar days at half pay.
- 58.3 Long service leave cannot be broken with other periods of leave, except as otherwise provided by the applicable legislation.
- 58.4 Additional guidance concerning the application of long service leave is contained in the *Other leave enterprise agreement guideline*.

59. NAIDOC leave

- 59.1 You may take up to two days paid leave to participate in activities related to NAIDOC Week. These can be taken as either full day absences or several short absences to the equivalent of two days across the week.
- 59.2 Additional guidance concerning the application of NAIDOC leave is contained in the *Other leave enterprise agreement guideline*.

60. Community service leave

- 60.1 The secretary will approve paid leave if you engage in an eligible community service activity (as defined by the Act) which includes jury service and emergency service responses, including associated training.
- 60.2 The secretary will determine the duration and frequency of the leave after consideration of the circumstances behind your request.
- 60.3 Additional guidance concerning the application of community service leave is contained in the *Other leave enterprise agreement guideline*.

61. Defence reserve leave

- 61.1 You are eligible for defence reserve leave in accordance with the *Defence Reserve Service (Protection) Act 2001* to fulfil your Australian Defence Force (ADF) reserve and Continuous Full Time Service (CFTS) obligations, cadet force obligations or any other defence force requirements.
- 61.2 The secretary will approve leave for defence service when appropriate notice is received from the ADF, detailing the period of attendance required.
- 61.3 You are eligible for the following paid defence reserve leave:
- (a) up to four weeks during each financial year, which can be accumulated and taken over a two year period;
 - (b) up to an additional two weeks in the first year of ADF reserve service;
 - (c) up to three weeks if you are an officer or instructor of cadets in a cadet force.
- 61.4 You may apply for unpaid defence reserve leave, recreation leave, long service leave, flex leave or top-up pay for the purpose of fulfilling ADF reserve, CFTS or cadet force obligations.
- 61.5 You are not required to pay your tax-free ADF reserve salary to the department in any circumstance.
- 61.6 Additional guidance concerning the application of defence reserve leave is contained in the *Other leave enterprise agreement guideline*.

62. Minor workplace injury leave

- 62.1 We will approve leave for you to receive treatment and to recover from a minor workplace injury where an incident report has been submitted.
- 62.2 Payment during this leave will not be less than what you would have received if the injury had not occurred (e.g. inclusive of allowances and loadings).
- 62.3 Additional guidance concerning the application of minor workplace injury leave is contained in the *Other leave enterprise agreement guideline*.

63. Moving house leave

- 63.1 You may take one days paid leave per calendar year to assist you when personally moving house.
- 63.2 Additional guidance concerning the application of moving house leave is contained in the *Other leave enterprise agreement guideline*.

64. Miscellaneous leave

- 64.1 The secretary may in exceptional circumstances approve miscellaneous leave with or without pay.
- 64.2 Applications will be considered having regard to the exceptional circumstances and operational requirements.
- 64.3 Additional guidance concerning the application of miscellaneous leave is contained in the *Other leave enterprise agreement guideline*.

65. Study leave

- 65.1 If approved as a student under the studybank scheme (refer clause 45), you may be provided with study leave of:
 - (a) up to five hours per week to undertake study activities (up to 13 hours per week for Aboriginal and Torres Strait Islanders); and/or
 - (b) up to three hours per week to travel to and from a course of study; and/or
 - (c) to attend exams; and/or
 - (d) to attend residential courses.
- 65.2 Any study leave granted may be with pay or without pay or a combination of with and without pay.
- 65.3 Additional guidance concerning study leave is contained in the *Other leave enterprise agreement guideline* and *studybank guideline*.

66. Portability of leave

- 66.1 If you are an ongoing employee when you move (including on promotion or for an agreed period) to the department from another APS agency your unused accrued recreation leave and personal leave (however described) will be recognised, provided there is no break in continuity of service.
- 66.2 When you are engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, your unused accrued recreation leave and personal leave (however described) will be recognised.
- 66.3 For the purposes of this clause:
- (a) **APS employee**, has the same meaning as the PS Act; and
 - (b) **Parliamentary Service** refers to employment under the *Parliamentary Service Act 1999*.
- 66.4 If you are engaged as an ongoing employee and, immediately prior to your engagement you were employed as a non-ongoing APS employee, we may, at your request, recognise any accrued recreation leave and personal leave (however described), provided there is no break in continuity of service. Any recognised recreation leave excludes any accrued leave paid out on separation.

67. Access and application of leave

- 67.1 The number of hours of recreation leave and personal leave accruable annually will be calculated using the following formula:
- $$\frac{A \times B \times C}{D} + E$$
- A = Basic leave credit of four weeks plus any additional credits for remote locality recreation leave (refer clause 50.1 (b)).
- B = Number of calendar days to count as service in period.
- C = Number of hours per week (i.e. 37.5 hours or part-time hours) for period worked during year.
- D = Number of calendar days in the year (applies retrospectively). Each period of service that has different weekly hours is calculated separately. If separate credits are calculated, all credits are added and expressed as a total number of hours of leave available.
- E = Shift worker additional recreation leave accrued and credited annually (refer clause 50.1 (a)).
- 67.2 You will be credited recreation leave and personal leave on a fortnightly basis, in arrears. The amount of recreation leave and personal leave credited fortnightly will be the pro-rata amount of the annual credit relating to one fortnight.

67.3 In circumstances where there is a workplace closedown (other than that provided at clause 68) and you are not required to attend for duty, as a part-time employee if you have insufficient recreation leave credits for the period you may elect to take miscellaneous leave without pay which counts as service for all purposes.

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

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

67.6 Leave to count as service

- (a) All paid leave provided for under this Agreement counts as service for all purposes, with the following exceptions:
 - (i) Only the first half of half pay maternity leave (refer clauses 55.1 and 55.2) counts as service.
 - (ii) Only the first half of half pay foster parents and adoption leave (refer clauses 57.3 and 56.3) counts as service.
 - (iii) The one year deferred salary leave period (refer clause 43) does not count as service.
- (b) Personal leave without pay counts as service for all purposes (so long as it is supported by a medical certificate) unless the total period of paid and/or unpaid leave for personal illness exceeds a continuous period of 78 weeks. In this circumstance any unpaid personal leave for personal illness beyond 78 weeks does not count as service, except for long service leave.
- (c) Miscellaneous leave without pay does not count as service (excluding clause 67.3) and does not break continuity of service, except when provided for the following which does count for service for personal leave:
 - (i) employment which the secretary determines is in the interests of the Commonwealth; or
 - (ii) full-time study commitments of approved students.
- (d) Where, in the course of a calendar year, you have taken aggregated miscellaneous leave without pay (not to count as service) exceeding 30 calendar days, your accrual of recreation leave and personal leave will be reduced in accordance with the formula set out in clause 67.1.
- (e) Unpaid leave to undertake CFTS as part of your ADF reserve obligations counts as service for all purposes except for recreation leave.

68. Christmas closedown

68.1 The department will reduce its normal operations in the period from Christmas Day until the first working day after New Year's Day.

68.2 Christmas closedown days are the three days in this period which are not:

- (a) public holidays (refer clause 69); or
- (b) a Saturday or a Sunday (refer clauses 21 or 22).

68.3 If you are required to attend for work on a closedown day you will be paid your ordinary rate of pay for the day and receive a day in lieu to be taken prior to 1 December of the following year. You can elect to cash out this day at your ordinary rate of pay.

68.4 If you are not required to attend work on a closedown day you will continue to be paid in accordance with your ordinary hours that you would have worked.

68.5 Where you are required to work on a closedown day and need to take personal leave or other non-discretionary leave, you will, on submitting a medical certificate or other satisfactory evidence, have personal leave or other leave deducted from your entitlement and retain the day in lieu.

68.6 Christmas closedown days are not provided on a pro-rata basis if you cease employment prior to the closedown period.

68.7 Where you are on approved paid leave extending across the closedown period, you will be paid the closedown days with no deduction from the approved leave type.

68.8 Where you are absent on long service leave, worker's compensation leave or maternity leave extending across the period, you are paid in accordance with the requirements of the relevant legislation (i.e. the closedown days are part of the leave, not additional leave).

68.9 Where you are absent on approved leave without pay, the following applies:

- (a) extending across the closedown period, no payment is made;
- (b) commencing immediately before a closedown day, no payment is made; and
- (c) commencing immediately after a closedown day, payment for the closedown days is made.

68.10 Part-time employees

- (a) If you are required to work on a closedown day, when a day in lieu is taken, payment for the day will depend on the hours that are being worked on the day the absence occurs.
- (b) If you do not usually work on a closedown day, you will be provided a payment in lieu equal to ten per cent of your fortnightly part-time hours for each of the days you do not usually work.

68.11 Shift workers

- (a) If you are rostered to work on a closedown day you will be paid your ordinary rate (including shift loadings) for the day and receive a day in lieu to be taken prior to 1 December of the following year.
- (b) If you are not rostered to work on a closedown day you will receive a day in lieu to be taken prior to 1 December of the following year.

- (c) When a day in lieu is taken, payment for the day will depend on the roster that is being worked on the day the absence occurs. For example, if it is nine hours per shift then payment will be for nine hours. Shift loadings are not paid when the day in lieu is taken.
- (d) You can elect to cash out this day in lieu with payment at your ordinary rate of pay for 7.5 hours. If you work part-time this payment will be equal to ten per cent of your fortnightly part-time hours.

68.12 Establishment closedown day substitution

- (a) If you are an on-plant veterinarian and an establishment observes a day off during a year which is not the first closedown day, you will substitute the relevant day off observed by the establishment for the first closedown day.
- (b) If you work on both the first closedown day and substitute day off observed by the establishment, only one day will be treated as a closedown day in accordance with this clause.
- (c) Seven days' notice will be given to you of any substituted closedown day to be determined in accordance with clause 68.12(a), unless exceptional circumstances exist.

69. Public holidays

69.1 The following public holidays will be observed:

- (a) New Year's Day (1 January);
- (b) Australia Day (26 January);
- (c) Good Friday;
- (d) Easter Monday;
- (e) Anzac Day (25 April);
- (f) Queen's Birthday holiday (on the gazetted day on which it is celebrated in a state or territory or a region of a state or territory);
- (g) Christmas Day (25 December);
- (h) Boxing Day (26 December); and
- (i) any other day or part day that is declared or prescribed under a law of a state or territory to be observed generally in that state or territory, or a region within that 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 Regulations under the Act from counting as a public holiday.

69.2 For all purposes of this Agreement Easter Saturday will be recognised as a public holiday.

69.3 If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.

69.4 You and the secretary may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

- 69.5 Where Christmas Day falls on a Saturday or Sunday and under state or territory law a substitute day is declared, Christmas Day and the substitute holiday will be paid at public holiday rates.
- 69.6 If you are absent on a day or part day that is a public holiday in the place where you are based for work purposes, you will be paid for the part or full day absence as if that day or part day was not a public holiday, except where you would not normally have worked on that day.
- 69.7 Where a public holiday falls during a period when you are absent on leave (other than recreation or paid personal leave) you will not receive payment as a public holiday. Payment for that day would be in accordance with the form of leave (e.g. if on long service leave on half pay, payment is at half pay).

Part 6 Redeployment, reduction and retrenchment

70. Application

70.1 The provisions contained in this part only apply to ongoing employees not on probation.

70.2 You are an **excess employee** if:

- (a) you are included in a class of employees employed in the department, and that class comprises a greater number of employees than is necessary for the efficient and economical working of the department; or
- (b) your services cannot be effectively used because of technological or other changes, or changes in the nature, extent or organisation of the functions of the department; or
- (c) the duties usually performed by you are to be performed at a different locality, you are not willing to perform duties at the locality and the secretary has determined that these provisions will apply to you.

71. Consultation process

71.1 When the secretary is aware that you are likely to become excess, the secretary will advise you of the situation, in writing.

71.2 The secretary will hold discussions with you to consider:

- (a) reasons for your excess situation and the method used to determine excess employees;
- (b) measures that could be taken to resolve the situation, including redeployment opportunities for you at or below your classification level;
- (c) job swap opportunities at level;
- (d) referral to an appropriate employment agency; and
- (e) whether voluntary retrenchment might be appropriate.

71.3 Where you nominate a representative, the secretary will hold the discussions with your representative.

71.4 The secretary may, prior to the conclusion of these discussions, invite employees who are not excess to express interest in voluntary retrenchment, where the retrenchment of those employees permits the redeployment of employees who are in an excess situation and who would otherwise remain excess.

- 71.5 The secretary will determine if you are excess to the requirements of the department and if so, advise you of this in writing:
- (a) after the discussions in clauses 71.2 and 71.3 have been held; or
 - (b) one month after the secretary has requested discussions pursuant to clauses 71.2 and 71.3 and you or your nominated representative have declined to discuss the matter.
- 71.6 The secretary will then consult with the employees who have been determined to be excess and establish those who want to be offered voluntary retrenchment immediately and those who want to seek redeployment. An employee seeking redeployment will be advised in writing that they are excess (if this has not already occurred) and will immediately be referred to an appropriate employment agency for redeployment assistance.
- 71.7 The secretary will take all reasonable steps, consistent with the interests of efficient administration, to transfer an excess employee to a suitable vacancy at the same level within the department.

72. Voluntary retrenchment

- 72.1 Where the secretary invites you as an excess employee to accept voluntary retrenchment, you will have one month in which to accept the offer.
- 72.2 Within that month you will be given:
- (a) information on the amount of the severance benefit, payment in lieu of notice and payment of accrued leave credits;
 - (b) information on the taxation rules applying to the various payments;
 - (c) assistance in obtaining information concerning superannuation from the relevant superannuation scheme; and
 - (d) up to a maximum reimbursement of \$700 for financial advice, subject to suitable evidence being provided.
- 72.3 If you accept an offer of voluntary retrenchment, the secretary will not give notice of termination of your employment under section 29 of the PS Act, before the end of the one month period unless you agree.
- 72.4 Only one offer of voluntary retrenchment will be made to an excess employee.
- 72.5 If you are an excess employee and you decline an offer of voluntary retrenchment or you do not accept the offer within the one month period you will immediately be referred to an appropriate employment agency and the retention period clauses will apply (refer clause 76).

73. Period of notice

- 73.1 If you accept an offer of voluntary retrenchment, the secretary may terminate your employment under section 29 of the PS Act by giving notice of termination.

- 73.2 The notice period will be four weeks (or five weeks if you are over 45 years of age with at least five years of continuous service or if you have 20 years or more service). The applicable notice period is inclusive of the NES entitlement notice of termination or payment in lieu.
- 73.3 If your employment is terminated at the beginning of, or within, the required notice period, you will receive payment in lieu of notice for the unexpired portion of the notice period.

74. Severance benefit

- 74.1 If you are an excess employee and you agree to be voluntarily retrenched and you are terminated under section 29 of the PS Act you will be paid:
- (a) a severance benefit of an amount equal to two weeks' salary for each completed year of continuous service; and
 - (b) any pro rata payment for completed months of service since the last completed year of service.
- 74.2 Subject to any minimum amount of redundancy pay you are eligible for under the NES, the minimum sum payable under clause 74.1 will be four weeks' salary and the maximum will be 48 weeks' salary.
- 74.3 The severance benefit will be calculated on a pro rata basis for any period where you have worked part-time hours during your period of service and you have less than 24 years full-time service, subject to any minimum amount of redundancy pay the employee is eligible to under the NES.
- 74.4 Service for severance purposes means:
- (a) service in the department;
 - (b) government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - (c) service with the Commonwealth (other than service with a joint Commonwealth-state body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;
 - (d) service with the Australian Defence Force; and
 - (e) service in another organisation where:
 - (i) you were transferred from the APS to that organisation with a transfer of function; or
 - (ii) you were engaged in the APS as a result of a transfer of a function from that organisation in which you were an employee; and
 - (iii) such service is recognised for long service leave purposes.

- 74.5 For earlier periods of service to count there must be no breaks between the periods of service, except where the:
- (a) break in service is less than four weeks and occurs where an offer of employment with the new employer was made and accepted by you before ceasing employment with the preceding employer; or
 - (b) earlier period of service was with the APS and ceased because you were deemed to have resigned from the APS on marriage under the repealed section 49 of the repealed *Public Service Act 1922*.
- 74.6 Any period of service which ceased by way of:
- (a) any of the grounds for termination specified in section 29 of the PS Act (including any additional grounds prescribed in the *Public Service Regulations 1999*), or on a ground equivalent to any of these grounds; or
 - (b) voluntary retrenchment at or above the minimum retiring age applicable to the employee; or
 - (c) with the payment of an employer-financed retrenchment benefit,
- will not count as service for severance pay purposes.
- 74.7 Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

75. Rate of payment - severance benefit

- 75.1 For the purpose of calculating any payment under clause 74, salary will include:
- (a) salary at your substantive classification; or
 - (b) the salary of a higher classification, at which you have worked for a continuous period of at least 12 months immediately preceding the date on which you were given notice of termination; and
 - (c) allowances which you are receiving on your final day with us, that have been paid during periods of recreation leave and on a regular basis and are not a reimbursement for expenses incurred or a payment for disabilities associated with the performance of a duty, including:
 - (i) departmental liaison officer allowance;
 - (ii) district allowance;
 - (iii) community language allowance;
 - (iv) first aid allowance; and
 - (v) the weekly average of the shift loadings paid in the preceding 12 months prior to the date on which you were given notice of termination, when received for 50 per cent or more of the pays over this period.

76. Retention periods

- 76.1 Unless you agree, as an excess employee you will not be involuntarily retrenched until the following retention periods have lapsed:
- (a) seven months; or
 - (b) where you have 20 or more years of service; or are over 45 years of age, 13 months.
- 76.2 If you are eligible for a redundancy payment under the NES, the retention period in clause 76.1 will be reduced by your redundancy pay under the NES on termination, calculated at the expiration of the retention period (as adjusted by this clause).
- 76.3 The retention period will commence on the earlier of:
- (a) the date you are advised in writing by the secretary that you are excess to the requirements; or
 - (b) one month after the date on which the secretary invites you to accept an offer of voluntary retrenchment.
- 76.4 The retention period will be extended by any periods of medically certified illness or injury related personal leave taken during the retention period.
- 76.5 During the retention period the secretary:
- (a) will continue to take reasonable steps to find you alternative employment;
 - (b) may, with four weeks' notice, transfer you to a job with a lower classification. Where this occurs before the end of your retention period, you will receive income maintenance to maintain your salary at the previous higher level for the balance of the retention period; and
 - (c) will consider your claims as an excess employee, in isolation, prior to any selection process for positions at or below your level.
- 76.6 As an excess employee you will be given reasonable leave on full pay and assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these costs are not met by the prospective employer.
- 76.7 If as an excess employee you are required to move your household to a new locality as a result of a transfer or reduction in classification you will receive reimbursement of reasonable expenses.
- 76.8 Where:
- (a) as an excess employee you have been receiving redeployment assistance from an appropriate employment agency for two months; and
 - (b) the employment agency certifies that there is no reasonable prospect of redeployment in the APS; and
 - (c) the secretary is satisfied that there is insufficient productive work available for you within the department during the remainder of your retention period,
- the secretary may, with your agreement, terminate your employment under section 28(3)(a) of the PS Act and upon termination, pay you a lump sum comprising:

- (i) the balance of the retention period (shortened to take into account entitlement to redundancy payment under the NES under clause 76.2) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
- (ii) your NES eligibility to redundancy pay.

76.9 Where you are reduced in classification before the end of the retention period, you will receive income maintenance payments for the remainder of the retention period. These payments will include:

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

77. Involuntary retrenchment

77.1 Subject to clauses 77.2 and 77.3 the secretary may terminate an excess employee's employment under section 28(3)(a) of the PS Act at the end of the retention period.

77.2 As an excess employee, you will not be involuntarily retrenched if you have:

- (a) not been invited to accept an offer of voluntary retrenchment; or
- (b) accepted an offer of voluntary retrenchment but the secretary has refused to approve it.

77.3 As an excess employee, you will not be involuntarily retrenched without being given four weeks' notice (or five weeks' notice if you are over 45 years of age with at least five years of continuous service or if you have 20 years or more service) of termination, or payment in lieu of notice. The applicable period of notice, as far as practicable, will be concurrent with the retention period.

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

78. Accelerated separation arrangements

78.1 The secretary may directly offer you an accelerated separation under this clause where you are determined to be excess to the requirements of the department.

78.2 If you accept an offer under clause 78.1 and your employment is consequently terminated under section 29 of the PS Act within 14 days of the date of the offer, you will, in addition to the payment of an amount calculated in accordance with clause 74, receive:

- (a) if you are 45 years of age or over and have at least five years continuous service an amount equivalent to 11 weeks of final salary; or
- (b) if you are not over 45 years of age with at least five years continuous service an amount equivalent to ten weeks of final salary.

- 78.3 The offer will contain information on the amount of the severance benefit (including taxation treatment), payment in lieu of notice and payment of accrued leave credits. We will also assist you with obtaining information concerning superannuation from the relevant superannuation scheme.
- 78.4 The payment made under clause 78.2 is inclusive of the NES entitlement to payment in lieu of notice of termination. When you accept an offer of accelerated separation, the provisions of clauses 71 to 76 will not apply.
- 78.5 If you reject an offer of accelerated separation, that offer will be deemed not to have been made, for the purposes of the retrenchment provisions dealt with in this clause. Where you elect not to accept an offer of accelerated separation then clauses 70 to 77 will apply.

Schedule 1 Classification structure and salaries

Table 1 Policy and technical classification and salary

APS classification & pay point	Prior to commencement	3.0% on commencement	2.0% 12 months after commencement	1.0% 18 months after commencement
EL 2.08	132 053	136 015	138 736	140 124
EL 2.07	129 755	133 648	136 321	137 685
EL 2.06	128 784	132 648	135 301	136 655
EL 2.05	127 601	131 430	134 059	135 400
EL 2.04	123 762	127 475	130 025	131 326
EL 2.03	121 671	125 322	127 829	129 108
EL 2.02	117 698	121 229	123 654	124 891
EL 2.01	113 671	117 082	119 424	120 619
EL 1.05	106 301	109 491	111 681	112 798
EL 1.04	103 635	106 745	108 880	109 969
EL 1.03	101 581	104 629	106 722	107 790
EL 1.02	97 911	100 849	102 866	103 895
EL 1.01	94 208	97 035	98 976	99 966
APS 6.05	88 315	90 965	92 785	93 713
APS 6.04	86 247	88 835	90 612	91 519
APS 6.03	83 880	86 397	88 125	89 007
APS 6.02	79 703	82 095	83 737	84 575
APS 6.01	77 602	79 931	81 530	82 346
APS 5.04	74 643	76 883	78 421	79 206
APS 5.03	73 019	75 210	76 715	77 483
APS 5.02	71 053	73 185	74 649	75 396
APS 5.01	69 238	71 316	72 743	73 471
APS 4.04	68 183	70 229	71 634	72 351
APS 4.03	66 977	68 987	70 367	71 071
APS 4.02	64 316	66 246	67 571	68 247
APS 4.01	62 818	64 703	65 998	66 658

Table 1 Policy and technical classification and salary (continued)

APS classification & pay point	Prior to commencement	3.0% on commencement	2.0% 12 months after commencement	1.0% 18 months after commencement
APS 3.03	60 871	62 698	63 952	64 592
APS 3.02	58 699	60 460	61 670	62 287
APS 3.01	56 034	57 716	58 871	59 460
APS 2.02	53 331	54 931	56 030	56 591
APS 2.01	51 298	52 837	53 894	54 433
APS 1.02	48 847	50 313	51 320	51 834
APS 1.01	46 630	48 029	48 990	49 480

Table 2 Veterinarian classification and salary

APS classification & pay point	Local designation	Prior to commencement	3.0% on commencement	2.0% 12 months after commencement	1.0% 18 months after commencement
EL 2.10	VO5	136 111	140 195	142 999	144 429
EL 2.09		134 497	138 532	141 303	142 717
Barrier					
EL 2.08	VO4	132 053	136 015	138 736	140 124
EL 2.07		129 755	133 648	136 321	137 685
EL 2.06		128 784	132 648	135 301	136 655
EL 2.05		127 601	131 430	134 059	135 400
EL 2.04		123 762	127 475	130 025	131 326
EL 1.08	VO3	121 671	125 322	127 829	129 108
EL 1.07		117 698	121 229	123 654	124 891
EL 1.06		113 671	117 082	119 424	120 619
APS 6.08	VO2	109 584	112 872	115 130	116 282
APS 6.07		101 013	104 044	106 125	107 187
APS 6.06		92 404	95 177	97 081	98 052
APS 6.05		88 315	90 965	92 785	93 713
APS 6.04		86 247	88 835	90 612	91 519
APS 6.03		83 880	86 397	88 125	89 007
APS 5.04	VO1	74 643	76 883	78 421	79 206
APS 5.03		73 019	75 210	76 715	77 483
APS 5.02		71 053	73 185	74 649	75 396

Table 3 Science classification and salary

APS classification & pay point	Prior to commencement	3.0% on commencement	2.0% 12 months after commencement	1.0% 18 months after commencement
EL 2.12	146 971	151 381	154 409	155 954
EL 2.11	141 039	145 271	148 177	149 659
EL 2.10	136 111	140 195	142 999	144 429
EL 2.09	134 497	138 532	141 303	142 717
Barrier				
EL 2.08	132 053	136 015	138 736	140 124
EL 2.07	129 755	133 648	136 321	137 685
EL 2.06	128 784	132 648	135 301	136 655
EL 2.05	127 601	131 430	134 059	135 400
EL 2.04	123 762	127 475	130 025	131 326
EL 2.03	121 671	125 322	127 829	129 108
EL 2.02	117 698	121 229	123 654	124 891
EL 2.01	113 671	117 082	119 424	120 619
EL 1.05	106 301	109 491	111 681	112 798
EL 1.04	103 635	106 745	108 880	109 969
EL 1.03	101 581	104 629	106 722	107 790
EL 1.02	97 911	100 849	102 866	103 895
EL 1.01	94 208	97 035	98 976	99 966
APS 6.05	88 315	90 965	92 785	93 713
APS 6.04	86 247	88 835	90 612	91 519
APS 6.03	83 880	86 397	88 125	89 007
APS 6.02	79 703	82 095	83 737	84 575
APS 6.01	77 602	79 931	81 530	82 346
APS 5.04	74 643	76 883	78 421	79 206
APS 5.03	73 019	75 210	76 715	77 483
APS 5.02	71 053	73 185	74 649	75 396
APS 5.01	69 238	71 316	72 743	73 471

Table 4 Training broadband classification and salary

APS classification & pay point	Prior to commencement	3.0% on commencement	2.0% 12 months after commencement	1.0% 18 months after commencement
APS 4.04	68 183	70 229	71 634	72 351
APS 4.03	66 977	68 987	70 367	71 071
APS 4.02	64 316	66 246	67 571	68 247
APS 4.01	62 818	64 703	65 998	66 658
APS 3.03	60 871	62 698	63 952	64 592
APS 3.02	58 699	60 460	61 670	62 287
APS 3.01	56 034	57 716	58 871	59 460
APS 2.02	53 331	54 931	56 030	56 591
APS 2.01	51 298	52 837	53 894	54 433
APS 1.03	48 847	50 313	51 320	51 834
APS 1.02	46 630	48 029	48 990	49 480
APS 1.01	43 606	44 915	45 814	46 273

Table 5 On-plant veterinarian induction

APS classification & pay point	Prior to commencement	3.0% on commencement	2.0% 12 months after commencement	1.0% 18 months after commencement
APS 6.08	109 584	112 872	115 130	116 282
APS 6.07	101 013	104 044	106 125	107 187
APS 6.06	92 404	95 177	97 081	98 052
OPV induction point	66 977	68 987	70 367	71 071

Schedule 2 Transitional arrangements

1. Veterinarian

- (a) At the commencement of this Agreement if you are classified and paid at any of the pay points within the classification structure at Table 1 below you will continue to be assigned that classification and pay point.
- (b) You will have access to any higher pay points within your classification in accordance with the pay point progression provisions of this Agreement (refer clause 48).
- (c) Transitioning to the new veterinarian classification structure at Table 2 of Schedule 1 will occur on promotion following a merit based selection process.

Table 1 Previous veterinarian structure

APS classification & pay point	Local designation	Prior to commencement	3.0% on commencement	2.0% 12 months after commencement	1.0% 18 months after commencement
EL 2.06	VO3	128 784	132 648	135 301	136 655
EL 2.05		127 601	131 430	134 059	135 400
EL 2.04		123 762	127 475	130 025	131 326
EL 2.03		121 671	125 322	127 829	129 108
EL 2.02		117 698	121 229	123 654	124 891
EL 2.01		113 671	117 082	119 424	120 619

2. DAFF banded

- (a) If you are classified in one of the previous classifications listed in Tables 2 and 3, you will continue to be assigned that classification and salary.
- (b) For the purposes of Agreement provisions which refer to a classification, your DAFF banded classification is taken to be the APS classification and pay point listed in column 6 of Tables 2 and 3.
- (c) If you translate to the equivalent Schedule 1 APS classification, you will be assigned a classification and pay point as provided for in column 6. If there is no corresponding pay point your current salary will be maintained.
- (d) If on translation:
 - (i) you are at the top pay point of your DAFF banded salary; and
 - (ii) you have been at that pay point for at least 12 months; and
 - (iii) your performance was rated as meets expectations or higher at the end of your last performance management cycle,
 you will be advanced to the next pay point of your Schedule 1 classification.

Table 2 Previous policy and technical stream

Band	Work level	APS classification & pay point	Prior to commencement	3.0% on commencement	2.0% 12 months after commencement	1.0% 18 months after commencement
Band three	Work level eight (A)	EL2.05	123 762	127 475	130 025	131 326
Band two	Work level six (B)	APS6 (no corresponding pay point)	94 207	97 034	98 975	99 965
	Work level five	APS5.03	71 688	73 839	75 316	76 070
		APS5.02	69 870	71 967	73 407	74 142
		APS5.01	68 053	70 095	71 497	72 212
Band one	Work level three	APS3.02	58 699	60 460	61 670	62 287

Table 3 Previous science stream

Band	Work level	APS classification & pay point	Prior to commencement	3.0% on commencement	2.0% 12 months after commencement	1.0% 18 months after commencement
Band three	Work level six	EL2	169 877	174 974	178 474	180 259

Schedule 3 Remote locality provisions

Table 1 Remote locations

Column 1	Column 2	Column 3		Column 4		
	Additional recreation leave (expressed in days)	District allowance (\$ per annum)		Reimbursement of leave fares		
		With dependant	Without dependant	Permanent	Term transfer < 2 years 3 months	Term transfer > 2 years 3 months
Bamaga	7	10220	6320	Annual	1st year	Each year except final year
Broken Hill	2	2816*	1766*	-	-	-
Broome	5	9120**	5640**	Annual	1st year	Each year except final year
Charleville	2	5130	2800	Biennial	-	Each 2 years except final 2 years
Christmas Island and Cocos (Keeling) Island	7	9120	5640	Annual	1st year	Each year except final year
Karratha	5	9120**	5640**	Annual	1st year	Each year except final year
Longreach	3	6950	3940	Annual	1st year	Each year except final year
Norfolk Island	3	5130	2800	Annual	1st year	Each year except final year
Nhulunbuy	7	9120	5640	Annual	1 st year	Each year except final year
Port Hedland	5	9120**	5640**	Annual	1st year	Each year except final year
Thursday Island and other Torres Strait Islands	7	10220	6320	Annual	1st year	Each year except final year
Weipa	7	9120	5640	Annual	-	Each year except final year

Notes

* Includes \$13.15 per week allowance in lieu of reimbursement of leave fares

** Adjusted in accordance with clause 32.5(a)

Table 2 Former remote locations

Column 1	Column 2	Column 3		Column 4		
	Additional recreation leave (expressed in days)	District allowance (\$ per annum)		Reimbursement of leave fares		
		With dependant	Without dependant	Permanent	Term transfer < 2 years 3 months	Term transfer > 2 years 3 months
Bourke	5	6950	3940	-	-	Each 2 years except final 2 years
Biloela	2	2130	1080	-	-	-
Cairns	2	2130	1080	Biennial	-	Each 2 years except final 2 years
Darwin	2	4580	2500	Annual	1st year	Each year except final year
Innisfail	2	2130	1080	Biennial	-	Each 2 years except final 2 years
Mareeba	2	2130	1080	Biennial	-	Each 2 years except final 2 years
Townsville	2	2130	1080	Biennial	-	Each 2 years except final 2 years

Schedule 4 Supported wage system


1. The supported salary rates specified in the table below will apply if you:
 - (a) have a disability and meet the impairment criteria test;
 - (b) have an impaired ability to perform the range of duties for a classification because of the impact of your disability, as assessed by an accredited assessor; and
 - (c) are eligible for consideration under the supported wage system in accordance with the guidelines and assessment process put in place by the relevant Federal government agency that administers the supported wage system.
2. This schedule does not apply if you have a workers' compensation or rehabilitation claim against the Commonwealth.
3. The salary payable under this schedule will not be less than the minimum amount determined by the Fair Work Commission.

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

Schedule 5 Formal acceptance of agreement and signatories

Employer:

Signed for, and on behalf of, the Commonwealth.

Signed  _____


Title and full name: Secretary Daryl Quinlivan

Agency: Department of Agriculture and Water Resources

Address: 18 Marcus Clarke Street, Canberra, ACT 2600

Bargaining representative:

Signed for, and on behalf of, the Community and Public Sector Union
as a bargaining representative.

Signed  _____

Title and full name: Deputy National President Rupert Evans

Address: 10/440 Collins Street, Melbourne, VIC 3000