

# **Department of Agriculture and Water Resources**

## **Meat Inspection Enterprise Agreement 2019-22**







## DECISION

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

**Department of Agriculture and Water Resources**  
(AG2019/636)

### **DEPARTMENT OF AGRICULTURE AND WATER RESOURCES MEAT INSPECTION ENTERPRISE AGREEMENT 2019-22**

Commonwealth employment

COMMISSIONER JOHNS

SYDNEY, 6 MAY 2019

*Application for approval of the Department of Agriculture and Water Resources Meat Inspection Enterprise Agreement 2019-22.*

[1] An application has been made for approval of an enterprise agreement known as the *Department of Agriculture and Water Resources Meat Inspection Enterprise Agreement 2019-22 (the Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009* (Cth) (**the Act**). It has been made by 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 (**CPSU**) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 13 May 2019. The nominal expiry date of the Agreement is 5 May 2022.



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# PART 1 AGREEMENT ADMINISTRATION

## 1. Title

This Agreement will be known as the Department of Agriculture and Water Resources Meat Inspection Enterprise Agreement 2019-22 (the Agreement).

## 2. Definitions

- 2.1 “Act” means the *Fair Work Act 2009* as amended from time to time and includes any successor legislation.
- 2.2 “Annual salary” means the salary for your classification and pay point set out at clause 26.
- 2.3 “APS” means Australian Public Service.
- 2.4 ‘De facto partner’:
- (a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
  - (b) includes a former de facto partner of the employee.
- 2.5 “Eligible dependant” means a:
- (a) spouse or de facto partner 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 \$37,398 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 \$37,398 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 \$37,398 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 \$37,398 per annum.
- 2.6 “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).
- 2.7 “FWC” means the Fair Work Commission or any successor body that is conferred with the same or similar functions.
- 2.8 “Immediate Family” means a:



- (a) spouse, de facto partner, 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.
- 2.9 "NES" means the National Employment Standards set out in the Act.
- 2.10 "Non-ongoing employee" means an employee engaged under the PS Act for a specified term or the duration of a specified task.
- 2.11 "Ongoing employee" means an employee engaged under the PS Act on an ongoing basis.
- 2.12 "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.
- 2.13 "PS Act" means *Public Service Act 1999* as amended from time to time and includes any successor legislation.
- 2.14 "Secretary" means Secretary of the Department of Agriculture and Water Resources.
- 2.15 "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.
- 2.16 'Spouse' includes a former spouse.
- 2.17 "We", "Us", "Our" and "department" means or refers to the Department of Agriculture and Water Resources.
- 2.18 "You", "Your" and "Employee" means or refers to all employees bound by this Agreement.

### 3. Commencement and period of operation

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

### 4. Adjustment to first pay increase under this agreement

- 4.1 In this clause:

- a) **Commencement Date** means the date the Agreement commences operation; and
- b) **Effective Date** means the day which is 12 weeks after the date the Agreement was made in accordance with section 182 of the *Fair Work Act 2009* (Cth).

- 4.2 If the Commencement Date occurs after the Effective Date, then, in the first available pay period after the Commencement Date, the Department of Agriculture and Water Resources will make a salary adjustment payment calculated on the basis that the salary rates payable under the Agreement on the Commencement Date applied from the Effective Date.
- 4.3 The salary adjustment payment at clause 4.2 applies only to salary and does not apply to any allowance or other payments provided for in this enterprise agreement.

## **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 APS Meat Inspector 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.
- 6.4 Nothing in this Agreement reduces the entitlement available to an employee under the National Employment Standards (NES).

## **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. Individual flexibility arrangements**

- 8.1 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 8.1(a); and
  - (c) the IFA is genuinely agreed to by you and the secretary.
- 8.2 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.
- 8.3 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.
- 8.4 The secretary must give you a copy of the IFA within 14 days after it is agreed to.
- 8.5 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

## 9. Consultation

9.1 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.

9.2 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.

9.3 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.

9.4 The secretary is not required to disclose confidential or commercially sensitive information.

### 9.5 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 9.2, 9.3 and 9.5 (a) are taken not to apply.

**9.6 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).

## **10. Consultative committees**

10.1 There will be a National Consultative Committee and Meat Consultative Committee to discuss and consult on:

- (a) the implementation and operation of this Agreement; and

- (b) proposed changes within the department.

10.2 The consultative committees will consist of management and employee representatives.

## **11. Freedom of association and representation**

11.1 The department recognises that you are free to choose whether or not to join a union.

11.2 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.

11.3 The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.

## **12. Dispute resolution**

12.1 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 their immediate supervisor. If the matter remains unresolved, it may be referred by the employee or employees concerned to an appropriate service delivery manager or the Workplace Relations team.

12.2 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 12.1, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with the senior manager responsible for service delivery or more senior levels of management or through alternative dispute resolution methods.

12.3 If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 12.1 and 12.2, a party to the dispute may refer the matter to the FWC.

12.4 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.*

- 12.5 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.
- 12.6 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.
- 12.7 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

### 13. Full-time employment

You are a full-time employee if your ordinary hours of work are 38 per week, Monday to Friday, within a 5:00am to 5:00pm span.

### 14. Part-time employment

- 14.1 You are a part-time employee if you work for less than the ordinary hours of work prescribed for a full-time employee (refer clause 13).
- 14.2 You will receive, on a pro-rata basis, equivalent pay and conditions to a full-time employee of the same classification, unless otherwise specified under this Agreement or legislation. Expense related allowances and reimbursements will be paid at the full amount.
- 14.3 If you request and we agree to your part-time employment arrangement, it will be set out in a written agreement detailing your specified ordinary hours, or rostered hours if you are a shift worker, the duration of the agreement (including a start, review and end date) and other arrangements that are necessary to facilitate the part-time work.
- 14.4 The pattern of hours specified in your part-time arrangement under clause 14.3 will provide for no less than three hours per day (or an alternative period as agreed) and will be continuous on any one day.
- 14.5 When returning from a period of maternity, parental, adoption or foster leave:
- (a) you will be provided with access to regular part-time work upon application where the secretary may require you to work in a different position at your substantive level; and
  - (b) if you were working part-time prior to the taking of leave you can return to the same part-time hours.
- 14.6 Additional guidance concerning part-time work is contained in the *Part-time Employment Enterprise Agreement Guideline*.

### 15. Casual employment

- 15.1 You are a casual employee if you are engaged by the department to perform work on an irregular or intermittent basis.
- 15.2 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 worked as follows:

**Table 1: Casual loadings**

	Loading
Monday to Friday	20%
Saturday	50%



	<b>Loading</b>
Sunday	100%
Public holiday	150%

- 15.3 For any given day you will only be paid one loading and the shift work (refer clause 17), overtime (refer clause 19) and emergency recall to duty (refer clause 20) provisions of this Agreement do not apply to you.
- 15.4 Notwithstanding the provisions of the *Holidays Act 1910* (SA), if you are required to work on a Sunday in South Australia, the Sunday 100% loading will be payable. The public holiday 150% loading will only apply when a Sunday in South Australia is a public holiday as defined under clause 58.1 (a) to (h).
- 15.5 Additional guidance concerning casual employment is contained in the *Casual Employment Meat Inspection Enterprise Agreement Guideline*.

## 16. Breaks

- 16.1 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.
- 16.2 If you work at an establishment the following breaks will apply:
- (a) An unpaid lunch break of not more than one hour and not less than 45 minutes, unless the establishment's lunch break is shorter. In those circumstances the lunch break shall be the same as the establishment's but not less than 30 minutes; and
  - (b) Morning and afternoon breaks which are observed by the establishment, subject to a minimum break of 15 minutes per day.

## 17. Shift work

- 17.1 As a shift worker your ordinary hours are averaged over a roster settlement period.
- 17.2 Except at the regular change-over of shifts, you should not be required to work more than one shift in each 24 hour period.
- 17.3 We will give you at least seven days' notice of changes to rostered hours, or less by agreement. In the absence of agreement or seven days' notice, you will be paid overtime in accordance with clause 19 for work performed outside your previous rostered duty until you have received seven days' notice for the change.
- 17.4 You may exchange rostered shifts or rostered days off with the consent of your manager. Any resulting additional hours worked will not attract an overtime payment.
- 17.5 Depending on when you are rostered to work, you will be paid the following shift loading:

**Table 2: Shift loadings**

<b>Rostered to work:</b>	<b>Shift loading</b>
Part of your shift falls outside your span of hours (refer clause 13)	15%

Continuously for a period exceeding four weeks on a shift falling wholly outside your span of hours (refer clause 13)	30%
On a Saturday	50%
On a Sunday	100%
On a public holiday	150%

- 17.6 If your shift ceases prematurely you will be paid the appropriate loading for the full rostered shift duration.
- 17.7 If you are a part-time employee you will only be eligible for the 30% 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 13).
- 17.8 Your shift loading payments will not be included in overtime calculations (except for clause 19.3) or in the calculation of any allowance in the nature of salary.
- 17.9 If you are requested or required to perform duty when rostered off, you will be paid under the overtime provisions (refer clause 19), unless you are recalled to duty under clause 20.
- 17.10 Notwithstanding the provisions of the *Holidays Act 1910* (SA), when you are rostered to work on a Sunday in South Australia, the Sunday 100% shift loading will be payable and if you are rostered off the additional day's leave under clause 17.11 does not apply. The public holiday 150% shift loading will only apply when a Sunday in South Australia is a public holiday as defined under clause 58.1 (a) to (h).
- 17.11 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.
- 17.12 Where shift loadings across the shift roster exceed 17.5% (excluding the public holiday shift loading), you will receive a payment during a period of recreational leave of 50% of the shift loadings (excluding public holidays) that you would have been paid had you not taken leave.
- 17.13 Additional guidance concerning the introduction, variation or cessation of shift rosters is contained in the *Shift Rostering Enterprise Agreement Guideline*.

## 18. Flexible working arrangements

- 18.1 You can request a flexible working arrangement to vary your ordinary hours (refer clause 13) and when assessing requests we will consider:
- (a) operational requirements;
  - (b) impact on your team; and
  - (c) any personal circumstances behind the request.

- 18.2 If the secretary approves any variation to your ordinary hours of work the varied hours will not attract overtime or shift loadings.
- 18.3 If a flexible working arrangement results in a reduction to your ordinary hours of work the part-time employment provision (refer clause 14) of this Agreement will apply.
- 18.4 Additional guidance concerning flexible work arrangements is contained in the *Flexible Working Arrangements Enterprise Agreement Guideline*.

## 19. Overtime

- 19.1 If you are requested by your manager and work overtime:

- (a) outside your ordinary days and/or span of hours (refer clause 13); or
- (b) outside your rostered days and/or hours if you are a shift worker (refer clause 17); or
- (c) if you work part-time outside your specified ordinary hours or rostered hours if you are a shift worker; or
- (d) on a public holiday.

you will be paid at the following overtime rate:

**Table 3: Overtime rates**

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

- 19.2 If you work overtime continuous with your ordinary duty between 5:00am and 5:00pm, payment for the first two hours worked per week will be at your ordinary rate of pay.
- 19.3 If you are a shift worker and work overtime continuous with your rostered duty, payment for the first two hours worked per week will be at your ordinary rate of pay, inclusive of shift loadings.
- 19.4 The two hour payment under clauses 19.2 and 19.3 will count for superannuation purposes.
- 19.5 If you do not work the first two hours under clauses 19.2 and 19.3 no payment will be made.
- 19.6 If you work overtime between 10:00pm and 5:00am (excluding shift workers), you will be paid at the rate of double time.
- 19.7 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.
- 19.8 When a period of overtime is not continuous with ordinary duty, the minimum payment will be four 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.

- 19.9 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 clause 58.1(a) to (h).
- 19.10 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 unreasonable, factors contained in the Act will be taken into account.
- 19.11 **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
      - 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 \$30.60 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 taking account of the suggested rates in 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.
- 19.12 **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 19.12 (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.

#### 19.13 Overtime calculation

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

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{38} \times \frac{3}{2}$$

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

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{38} \times \frac{2}{1}$$

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

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{38} \times \frac{5}{2}$$

- 19.14 Additional guidance concerning the operation of overtime is contained in the *Overtime Enterprise Agreement Guideline*.

## 20. Emergency recall to duty

- 20.1 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 21)

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

- 20.2 The minimum payment for emergency recall to duty will be two hours.
- 20.3 Additional guidance concerning the operation of emergency recall to duty is contained in the *Overtime Enterprise Agreement Guideline*.

## **21. Restriction duty**

- 21.1 You will be paid a restriction allowance of \$3.50 (Monday to Friday) and \$5.10 (Saturday, Sunday and public holidays) for each hour, or part thereof, you are restricted.
- 21.2 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.

### **21.3 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 19 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 19.
  - (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 19.
- 21.4 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.
- 21.5 Additional guidance concerning the operation of restriction duty is contained in the *Overtime Enterprise Agreement Guideline*.

## **22. Relocation assistance**

- 22.1 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.

22.2 Any financial assistance 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.

22.3 Where we have relocated you to another locality at our expense in accordance with this clause and:

- (a) your employment is terminated; or
- (b) you pass away,

the payment of reasonable expenses to you and/or your eligible dependant/s may be authorised by the secretary. Reasonable expenses for the purposes of this clause are conveyance and removal of furniture and household effects for you and/or your eligible dependant/s.

22.4 If you are relocated from a remote locality in Table 5 or 6 of clause 26 and have been at the locality for a continuous period of not less than three years, you will receive relocation assistance in accordance with this clause.

22.5 Additional guidance concerning the application of relocations assistance is contained in the *Relocation and Transfers Enterprise Agreement Guideline*.

## **23. Reimbursement of expenses**

### **23.1 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.

### **23.2 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 25.1) or have relocated in anticipation of a permanent move.

## 24. Allowances

### 24.1 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 22,

you will be paid a disturbance allowance in accordance with Table 4:

24.2 **Table 4: 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 dependent

### 24.3 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.

### 24.4 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 (MVA) equivalent to the rate set by the Australian Taxation Office for claiming a deduction for car expenses using the cents per kilometre method.
- (c) If you are required to work at an establishment other than your usual place of work, and you are approved to use your private vehicle, you will be paid MVA for the distance travelled from your home (or temporary residence when on temporary assignment) to the alternative work location and return home.



- (d) If your usual place of work is a location in Melbourne and you are required, on a temporary basis, to perform work at another place of work within the Melbourne metropolitan area you will be paid MVA for the excess of the distance normally travelled between your place of residence and your usual place of work.

**24.5 Shoe, towel, sock and knife allowance**

- (a) On your commencement with the department you will be issued with a knife and steel.
- (b) You will be paid an allowance of \$150 per annum for the purchase of shoes, towels, socks and replacement knife. This allowance will be paid on a pro rata fortnightly basis. Employees who perform duty or are on paid leave within a fortnight will receive the full fortnightly amount.
- (c) You are responsible for possessing and maintaining a fit for purpose knife that the department deems appropriate.

## **25. Travel**

**25.1 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. These rates will be set with regard to those suggested in the relevant subscription service (refer *Travel Meat Inspection 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 25.1 (a), the secretary may approve reimbursement of business related expenses incurred as a direct result of travelling on official business.

**25.2 Review of travel expenses**

- (a) After you have temporarily resided in the one locality for a continuous period of 21 days a review of travel expenses will occur.
- (b) Where suitable accommodation with full cooking facilities cannot be accessed you will continue to receive the daily rate of travel allowance.
- (c) Where suitable accommodation with full cooking facilities can be accessed you will receive a reviewed rate of travel allowance of \$40.00 per day.
- (d) Temporary absences from the locality for reunion, leave or at the employee's request will not break continuity for determining when the 21 days has been met.

### 25.3 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; and
- (b) number of hours worked on the day, including time travelling is not less than ten.

### 25.4 Travel time

- (a) Travel should occur where practical within your span of hours (refer clause 13) or, if you are a shift worker, during your rostered hours (refer clause 17).
- (b) If travel is undertaken outside your ordinary days and/or span of hours or, for shift workers outside your rostered hours, travel time, Monday to Saturday will accrue on an 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.
- (c) Travel time on Sundays and Public Holidays will accrue at the rate of 1.5 hours per hour travelled to be taken as time off in lieu or cashed out at your ordinary rate of pay with the approval of the secretary.
- (d) You may access time off in lieu in a minimum of whole week blocks, or if combined with a period of recreation leave or long service leave where the total period of absence is not less than one week. The secretary may approve a lesser period in exceptional circumstances.
- (e) Travel time does not apply when Overtime has been approved by the delegate.

25.5 Additional guidance concerning application of the travel provisions are contained in the *Travel Meat Inspection Enterprise Agreement Guideline*.

## 26. Remote locality conditions

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

### 26.2 Eligibility requirements

- (a) If you are stationed at a remote locality listed in Table 5 you are eligible to receive remote locality conditions.

**Table 5 Remote Locations**

Column 1	Column 2	Column 3		Column 4		
Location	Additional recreation leave (expressed in weeks)	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
Biloela	0.4	\$2250	\$1140	Nil	Nil	Nil
Bourke	1	\$7340	\$4170	Nil	Nil	Each 2 years except final 2 years
Broken Hill	0.4	\$2934*	\$1824*	Nil	Nil	Nil
Broome	1	\$7340**	\$4170**	Annual	1 <sup>st</sup> year	Each year except final year
Charleville	0.4	\$7340	\$4170	Biennial	Nil	Each 2 years except final 2 years
King Island	0.6	\$7340	\$4170	Annual	1 <sup>st</sup> year	Each year except final year

\* Includes \$13.15 per week Broken Hill allowance

\*\* Adjusted in accordance with clause 26.3(a)

- (b) If you are stationed at a former remote locality listed in Table 6, 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 5 before the date in Column 5 of Table 6.

**Table 6 Former Remote Locations**

Column 1	Column 2	Column 3		Column 4			Column 5
Location	Additional recreation leave (expressed in weeks)	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	
Cairns	0.4	\$2250	\$1140	Biennial	Nil	Each 2 years except final 2 years	DOC of this EA
Darwin	0.4	\$2250	\$1140	Annual	1 <sup>st</sup> year	Each year except final year	DOC of this EA
Innisfail	0.4	\$2250	\$1140	Biennial	Nil	Each 2 years except final 2 years	23 July 2010
Mareeba	0.4	\$2250	\$1140	Biennial	Nil	Each 2 years except final 2 years	DOC of this EA
Townsville	0.4	\$2250	\$1140	Biennial	Nil	Each 2 years except final 2 years	DOC of this EA

- (c) If you are stationed at a former remote locality listed in Table 6, but do not meet the eligibility requirements of clause 26.2(b), you are only eligible for the medical or dental treatment (refer clause 26.5 (b)) and emergency or compassionate travel (refer clause 26.5 (c)) provisions.
- (d) Additional remote localities may be determined using the *Australian Public Service Enterprise Award 2015* remoteness formula over the duration of this Agreement.
- (e) If your spouse or de facto partner is also eligible for payment of a district allowance under this Agreement, or from another employer, you will both be considered to be without eligible dependants.

### 26.3 District allowance

- (a) If you are an ongoing employee, and eligible under clause 26.2, a district allowance will be paid on a pro rata basis each fortnight (refer Column 3 of Tables 5 and 6).

- (b) If you work part-time, you will receive pro rata payment of the district allowance based on your agreed weekly hours.
- (c) 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.
- (d) 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.
- (e) The district allowance rates will be reviewed periodically and amended taking account of the suggested rates in the relevant subscription service.

#### **26.4 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 5 and 6.
- (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 5.
- (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 5.
- (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.

#### **26.5 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 dependent 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.

#### 26.6 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 24.4), 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.

#### 26.7 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.

#### 26.8 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 reside in Broome and are responsible for payment of the charges listed on an acceptable account for your residence.
- (b) If eligible the subsidy is calculated as follows:

#### 26.9 Table 7 Air-conditioning subsidy calculation

Separate metering	85% of the total charge
<b>No separate metering</b>	
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.

- 26.10 Additional guidance concerning application of remote locality provisions is contained in the *Remote Locality Enterprise Agreement Guideline*.

## **27. Employee wellbeing**

### **27.1 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.

### **27.2 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.

### **27.3 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 the next available pay run following approval from your manager.



## PART 4 REMUNERATION

### 28. Classification arrangements and salary increases

28.1 The following classification structure applies:

**Table 8: Classification and salary**

APS Classification & pay point	Prior to Commencement	2.0% On Commencement	2.0% 12 months after Commencement	2.0% 24 months after Commencement
APS MI 4	90227	92032	93873	95750
APS MI 3	85189	86893	88631	90404
APS MI 2	79538	81129	82752	84407

**Table 9: Meat Inspector training broadband**

APS MI 2	79538	81129	82752	84407
Barrier				
APS MI 1.3	74232	75717	77231	78776
APS MI 1.2	67339	68686	70060	71461
APS MI 1.1	60977	62197	63441	64710

28.2 If you are receiving salary maintenance 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 29.3.

28.3 The minimum qualification for employment as an APS Meat Inspector 2, APS Meat Inspector 3, or APS Meat Inspector 4 is Certificate IV in Meat Processing (Meat Safety).

28.4 Where an employee is engaged without a Certificate IV in Meat Processing (Meat Safety), the following will apply:

(a) If you possess a Certificate III in Meat Processing, on commencement you will be classified as an APS Meat Inspector 1, at pay point 3 in the Meat inspector training broadband. When you attain a Certificate IV in Meat Processing (Safety) you will advance to an APS Meat Inspector 2.

(b) if you possess less than a Certificate III in Meat Processing, on commencement you will be classified as an APS Meat Inspector 1, at pay point 1 in the Meat inspector training broadband. When you attain a Certificate III in Meat Processing (Meat Safety), you will progress to pay point 3. When you attain a Certificate IV in Meat Processing (Meat Safety) you will advance to an APS Meat Inspector 2.

28.5 A condition of your engagement is that you must complete the Meat Inspector training program, including attaining a Certificate IV in Meat Processing (Meat Safety), within 12 months on your commencement with the department.

- 28.6 For the duration of the training program you must demonstrate satisfactory progress towards the completion of the mandatory qualification and training program and you must demonstrate fully effective work performance.

## **29. Salary on commencement, advancement or promotion**

- 29.1 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.
- 29.2 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.
- 29.3 When transferring from another APS agency and your substantive salary exceeds the top pay point of the relevant classification under this Agreement, the secretary may approve the maintenance of this 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 28.2 do not apply to you.

## **30. Superannuation**

- 30.1 The department will make compulsory employer contributions as required by applicable legislation and the requirements of your fund.
- 30.2 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.
- 30.3 Employer contributions to the PSSap and other accumulation schemes will be 15.4%. Where an employee chooses a superannuation fund other than the PSSap, employer contributions will be based on the employee's ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992*, inclusive of any salary sacrifice arrangements.
- 30.4 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 if allowed by your superannuation fund.
- 30.5 If you earn below the Superannuation Guarantee minimum payment, the department will make superannuation contributions in accordance with clause 30.3.

## 31. Payment of salary

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

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

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- 31.2 Your fortnightly salary is paid by electronic funds transfer into a financial institution account/s of your choice.

### 31.3 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.

## 32. Overpayment or underpayment of salary

- 32.1 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.
- 32.2 You may authorise at any time the deduction of a greater amount.
- 32.3 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.
- 32.4 Where you have been underpaid salary or allowances, we will correct the situation as quickly as possible.

## 33. Payment on death

- 33.1 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.
- 33.2 On the death of the employee, any monies owing to the Department as a result of advanced recreation leave credits will be waived.

## **34. 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.

## **35. Salary sacrifice**

- 35.1 You may choose to sacrifice part of your salary (salary packaging) for other benefits to meet your individual needs.
- 35.2 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.
- 35.3 Additional guidance concerning the application of salary sacrifice arrangements is contained in the Salary Sacrifice Policy.

## **36. 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*.

## **37. Learning and development**

- 37.1 The department is committed to providing you with learning and development opportunities that will assist your career aims and help you to acquire capability to undertake your current and possible future roles.
- 37.2 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; and/or
  - (b) full or partial reimbursement of course fees.
- 37.3 Additional guidance concerning external study support and study leave is contained in the *Studybank Guideline* and *Other leave Guideline*.

## **38. Performance Management**

- 38.1 Both you and your line 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.
- 38.2 The department's performance management system provides you and your line 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.

- 38.3 You are required to participate in the department's performance management process and your line manager will work with you to help you to attain and sustain the standard expected.
- 38.4 You and your line manager will develop, maintain and regularly review a work plan and learning agreement.
- 38.5 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 in accordance with clause 38.7.
- 38.6 If you have worked in more than one role during the assessment period, your line manager must seek and take into account input from your previous line manager when assigning the end of cycle rating.

**38.7 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.

- 38.8 Additional guidance concerning application of the performance management process is contained in the *Performance Management Enterprise Agreement Guideline*.

## **39. Performance does not meet expectations**

- 39.1 This clause does not apply to you if you are within a period of probation or a non-ongoing employee.
- 39.2 If it is identified that your performance is not meeting expectations against your work plan and learning agreement, your line manager will promptly raise this with you.
- 39.3 After receiving this advice, you will be provided with the opportunity and support of your line manager to improve, including regular discussion and feedback, on your progress.
- 39.4 If your work performance continues to not meet expectations, a Performance Improvement Plan (PIP) will be developed by your line manager.
- 39.5 To commence formal action you will be provided with written advice from your line manager that a PIP is to commence for a six week period, commencing from the date of the advice.

- 39.6 Over the six week period your performance will be reviewed with you on a fortnightly basis against your PIP.
- 39.7 During the PIP, if your line manager is satisfied that your performance meets expectations, the duration of the PIP may be reduced.
- 39.8 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.
- 39.9 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.
- 39.10 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. If the review is successful, the notice of reduction is revoked without detriment to you.
- 39.11 Additional guidance concerning application of performance not meeting expectations is contained in the *Performance Management Enterprise Agreement Guideline*.

## **40. Temporary assignment**

- 40.1 Where you are selected for temporary assignment to work at a higher work level for a continuous period of one week or longer, you will be paid at a pay point appropriate to that higher work level for the period of the assignment.
- 40.2 The secretary may approve payment at a higher work level for a temporary assignment period of less than one week.
- 40.3 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.
- 40.4 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.

## PART 5 LEAVE

### 41. Recreation leave

41.1 You will accrue four weeks paid recreation leave per year of service in accordance with the formula at clause 56.

(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 5 or Table 6 of clause 26, you will accrue the additional recreation leave in Column 2 of the Tables; or
- (ii) If you are an eligible employee for the purpose of Table 5 (refer clause 26.2), 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% 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.

41.2 With the agreement of your manager and subject to operational requirements you may take your accrued recreation leave at any time.

41.3 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.

41.4 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.

- 41.5 On ceasing employment with the APS you will receive payment in lieu (calculated using your final salary inclusive of allowances and shift loadings payable as 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.
- 41.6 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.
- 41.7 Notwithstanding the provisions of the *Holidays Act 1910* (SA), only the public holidays defined under clause 58.1 (a) to (h) will apply to employees in South Australia for the purposes of clause 41.6.
- 41.8 If you are receiving workers compensation for more than 45 weeks you will accrue recreation leave on an 'hours actually worked' basis.
- 41.9 **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.
- 41.10 **Purchased leave**
- (a) If you have 12 months continuous service with the APS you may purchase up to eight 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 41.10 (a).
  - (c) Purchased leave cannot be taken at half pay and may be taken in combination with public holidays (refer clause 58) or with other leave.
  - (d) 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.



- (e) 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.
- (f) 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.
- (g) 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.
- (h) When approving leave plans, priority will be given to full pay recreation leave over purchased leave.

#### **41.11 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, as determined by the secretary, which are not otherwise recoverable from insurance or any other source.

#### **41.12 Leave during establishment closedown periods**

- (a) You will take a minimum 50% of your annual recreation leave credits during scheduled establishment closedown periods.
- (b) As recreation leave plans are established prior to the commencement of the year, if the closedown period changes there will be no variation to the plan, unless those affected agree.

41.13 Additional guidance concerning the application of recreation leave is contained in the *Recreation Leave EA Guideline*.

## **42. Personal leave**

42.1 You will accrue 20 paid days personal leave per year of service in accordance with the formula at clause 56.

42.2 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.

42.3 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.

42.4 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.
- 42.5 You may be granted unpaid personal leave for personal illness or injury when your paid personal leave has been exhausted.
- 42.6 If you are a casual employee, you are entitled to 2 days unpaid carer's leave per occasion.
- 42.7 You must advise your manager of an absence, or your intention to be absent from work as soon as reasonably practicable.
- 42.8 Personal leave will not be debited on a public holiday (refer clause 58).
- 42.9 If you are receiving workers compensation for more than 45 weeks you will accrue personal leave on an 'hours actually worked' basis.
- 42.10 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.
- 42.11 **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 five days absence in a calendar year where no medical certificate has been provided. The secretary may vary or waive evidential requirements in exceptional circumstances.
  - (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 42.4, 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, carer's leave, compassionate leave or community service 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 reccredited to the extent of the period of personal leave, carer's leave, compassionate leave or community service leave granted.

#### 42.12 Leave at half pay

- (a) Personal leave at half pay may be approved when you have a:
  - (i) serious injury or chronic illness; or
  - (ii) significant caring responsibility for a member of your immediate family or household with a serious injury or chronic illness.
- (b) For your request to be considered it must include evidence concerning the nature of your injury or illness or that of your immediate family member or member of your household and provide the expected recovery period.
- (c) Where personal leave at half pay is approved, deductions from leave credits for the period of leave will be halved.

#### 42.13 Anticipated personal leave

The secretary may, in advance, approve for you to take up to 20 days personal leave in advance in circumstances of serious injury or chronic illness. You must provide suitable evidence to support your request.

- 42.14 Additional guidance concerning the application of personal leave is contained in the *Personal Leave Enterprise Agreement Guideline*.

### 43. War service sick leave

- 43.1 An employee, who was formerly a member of the Australian Defence Force, may be entitled to be credited with War Service Sick Leave if the employee has a medical condition, accepted by the Department of Veterans' Affairs to be war caused or Defence caused within the meaning of the *Veterans' Entitlements Act 1986*, the *Military Rehabilitation and Compensation Act 2004* or any future applicable legislation.
- 43.2 Eligible employees will accrue a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.
- 43.3 An eligible, affected employee may only utilise these credits when they are certified unfit for duty due to that accepted war caused or Defence caused condition specifically.
- 43.4 Additional guidance concerning the application of war service sick leave is contained in the *Other Leave Enterprise Agreement Guideline*.

### 44. Compassionate/bereavement leave

- 44.1 You may take 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.

- 44.2 Leave under this clause may be taken as three consecutive days, or in separate periods equalling up to three days.
- 44.3 In exceptional circumstances (e.g. attendance at a funeral overseas) the secretary may approve miscellaneous leave in addition to any approved compassionate/bereavement leave.
- 44.4 If you are a casual employee, you are entitled to 2 days unpaid compassionate leave per occasion.
- 44.5 Additional guidance concerning the application of compassionate/bereavement leave is contained in the *Other Leave Enterprise Agreement Guideline*.

## 45. Parental leave

- 45.1 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.
- 45.2 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 45.1.
- 45.3 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 45.2.
- 45.4 Additional guidance concerning the application of parental leave is contained in the *Parenting Leave Enterprise Agreement Guideline*.

## 46. Maternity leave

- 46.1 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. The first 12 weeks counts for service whether, or not, it is paid or unpaid.
- 46.2 If you are eligible for paid maternity leave under clause 46.1, you will also receive an additional 2 calendar weeks' paid maternal leave to be taken immediately following the period of paid maternity leave.
- 46.3 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 46.1 and 46.2, bringing the maximum total paid leave provided under this clause to 16 weeks.
- 46.4 If you are eligible for paid maternity leave under clause 46.1 and 46.2, 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.
- 46.5 You may also apply for additional unpaid parental leave in accordance with clause 45.3.

- 46.6 Additional guidance concerning the application of maternity leave is contained in the *Parenting Leave Enterprise Agreement Guideline*.

## **47. Adoption leave**

- 47.1 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.
- 47.2 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.
- 47.3 You may take the paid leave provided for under clause 47.1 as 28 weeks at half pay.
- 47.4 If you meet the requirements for adoption-related leave under the NES you may take a period of adoption leave up to 52 weeks. This period includes any paid leave under clauses 47.1 and/or 47.3 with the remainder being unpaid.
- 47.5 You may also apply for additional unpaid parental leave in accordance with clause 45.3.
- 47.6 Additional guidance concerning the application of adoption leave is contained in the *Parenting Leave Enterprise Agreement Guideline*.

## **48. Foster parent's leave**

- 48.1 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.
- 48.2 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.
- 48.3 You may take the paid leave provided for under clause 48.1 as 28 weeks at half pay.
- 48.4 You may take a period of foster parent's leave up to 52 weeks. This period includes any paid leave under clauses 48.1 and/or 48.3 with the remainder being unpaid.
- 48.5 You may also apply for additional unpaid parental leave in accordance with clause 45.3.
- 48.6 Additional guidance concerning the application of foster parents leave is contained in the *Parenting Leave Enterprise Agreement Guideline*.

## **49. Long service leave**

- 49.1 You are eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 49.2 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.

- 49.3 Long service leave cannot be broken with other periods of leave, except as otherwise provided by the applicable legislation.
- 49.4 Additional guidance concerning the application of long service leave is contained in the *Other Leave Enterprise Agreement Guideline*.

## **50. NAIDOC leave**

- 50.1 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.
- 50.2 Additional guidance concerning the application of NAIDOC leave is contained in the *Other Leave Enterprise Agreement Guideline*.

## **51. Community service leave**

- 51.1 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.
- 51.2 Leave will be approved in accordance with the NES, however, the secretary will determine the duration and frequency of the leave after consideration of the circumstances behind your request.
- 51.3 Additional guidance concerning the application of community service leave is contained in the *Other Leave Enterprise Agreement Guideline*.

## **52. Defence reserve leave**

- 52.1 You are eligible for defence reserve leave to fulfil your Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) obligations, Cadet Force obligations or any other Defence Force requirements.
- 52.2 The secretary will approve leave for defence service when appropriate notice is received from the Australian Defence Force, detailing the period of attendance required.
- 52.3 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 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.
- 52.4 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.
- 52.5 You are not required to pay your tax-free ADF Reserve salary to the department in any circumstance.

- 52.6 Additional guidance concerning the application of defence reserve leave is contained in the *Other Leave Enterprise Agreement Guideline*.

### **53. Minor workplace injury leave**

- 53.1 We will approve leave for you to receive treatment and to recover from a minor workplace injury where an incident report has been submitted.
- 53.2 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).
- 53.3 Additional guidance concerning the application of minor workplace injury leave is contained in the *Other Leave Enterprise Agreement Guideline*.

### **54. Miscellaneous leave**

- 54.1 The secretary may in exceptional circumstances approve miscellaneous leave with or without pay.
- 54.2 Applications will be considered having regard to the exceptional circumstances and operational requirements.
- 54.3 Miscellaneous leave will not be approved for the purposes of moving house.
- 54.4 Additional guidance concerning the application of miscellaneous leave is contained in the *Other Leave Enterprise Agreement Guideline*.

### **55. Portability of leave**

- 55.1 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 transferred, provided there is no break in continuity of service.
- 55.2 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.
- 55.3 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*.
- 55.4 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.

## 56. Access and application of leave

- 56.1 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

D

- A = Basic leave credit of four weeks plus any additional credits for remote locality recreation leave (refer clause 41.1 (b)).
- B = Number of calendar days to count as service in period.
- C = Number of hours per week (i.e. 38 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 41.1 (a)).
- 56.2 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.
- 56.3 In circumstances of an establishment closedown 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.
- 56.4 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.
- 56.5 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.
- 56.6 **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 up to 14 weeks of maternity leave counts as service when payment is spread over a maximum period of 28 weeks under the arrangement in clause 46.1 and 46.2.



- (ii) Only up to 14 weeks of adoption and foster parents leave counts as service when payment is spread over a maximum period of 28 weeks under the arrangement in clause 47.3 and clause 48.3.
  - (iii) The one year deferred salary leave period (refer clause 36) 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) Unless otherwise required by legislation, miscellaneous leave without pay does not count as service (excluding clause 56.3) 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 56.1.
- (e) Unpaid leave to undertake Continuous Full Time Service as part of your Australian Defence Force Reserve obligations counts as service for all purposes except for recreation leave.

## **57. Closedown day substitution**

- 57.1 The next working day after Boxing Day is the closedown day for the purposes of this clause.
- 57.2 If an establishment observes a day off during the year which is not the closedown day, you will substitute the relevant day off observed by the establishment for the closedown day.
- 57.3 If you work on both the closedown day and the substitute day off observed by the establishment, only one day will be treated as a closedown day in accordance with this clause.
- 57.4 If you are required to attend for work on the 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.
- 57.5 If you are not required to attend work on the closedown day you will continue to be paid in accordance with your ordinary hours that you would have worked.

- 57.6 Where you are required to work on the closedown day, and are unable to do so as a result of circumstances for which you are entitled to another form of non-discretionary leave, that leave will be granted for the absence. Such non-discretionary leave is required to be granted in accordance with the Act such as personal leave, compassionate leave, community service leave etc. The granting of the leave will be subject to the provision of suitable supporting evidence and you will retain the day in lieu for later use. In the case of personal leave, it will be deducted from your personal leave balance.
- 57.7 Where you are on approved paid leave extending across the closedown day, you will be paid for the closedown day with no deduction from the approved leave type.
- 57.8 Where you are absent on long service leave, worker's compensation leave or maternity leave extending across the closedown day, you are paid in accordance with the requirements of the relevant legislation (i.e. the closedown day is part of the leave, not additional leave).
- 57.9 Where you are absent on approved leave without pay, the following applies:
- (a) Extending across the closedown day, no payment is made;
  - (b) Commencing immediately before the closedown day, no payment is made;
  - (c) Commencing immediately after the closedown day, payment for the closedown day is made.
- 57.10 **Part-time employees**
- (a) If you are required to work on the 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 the closedown day, you will be provided a payment in lieu equal to ten per cent of your fortnightly part-time hours for the day.
- 57.11 **Shift workers**
- (a) If you are rostered to work on the 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 the 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 7.6 hours. If you work part-time this payment will be equal to ten per cent of your fortnightly part-time hours.

## **58. Public holidays**

58.1 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.

58.2 For all purposes of this Agreement Easter Saturday will be recognised as a Public Holiday.

58.3 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.

58.4 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.

58.5 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.

58.6 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.

58.7 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

### 59. Application

59.1 The provisions contained in this clause only apply to ongoing employees not on probation.

59.2 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.

### 60. Consultation process

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

60.2 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.

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

60.4 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.

- 60.5 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 clause 60.2 (b) and (c) have been held; or
  - (b) one month after the secretary has requested discussions pursuant to clause 60.2 (b) and (c) and you or your nominated representative have declined to discuss the matter.
- 60.6 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.
- 60.7 The secretary will take all reasonable steps in accordance with the APSC redeployment policy to redeploy an excess employee.

## **61. Voluntary retrenchment**

- 61.1 Where the secretary invites you as an excess employee to accept voluntary retrenchment, you will have one month in which to accept the offer.
- 61.2 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.
- 61.3 If you accept an offer of voluntary retrenchment the secretary will not terminate your employment under section 29 of the PS Act before the end of the six month period, commencing on the date you were advised (in writing) that you were excess to requirements, unless otherwise agreed.
- 61.4 This period will include the period of notice provided for at clause 62, as far as practicable.
- 61.5 Only one offer of voluntary retrenchment will be made to an excess employee.
- 61.6 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 65).

## 62. Period of notice

- 62.1 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.
- 62.2 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.
- 62.3 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.

## 63. Severance benefit

- 63.1 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.
- 63.2 Subject to any minimum amount of redundancy pay you are eligible for under the NES, the minimum sum payable under clause 63.1 will be four weeks' salary and the maximum will be 48 weeks' salary.
- 63.3 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.
- 63.4 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 Forces; 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.

63.5 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*.

63.6 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.

63.7 Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

## **64. Rate of payment - severance benefit**

64.1 For the purpose of calculating any payment under clause 63, 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) District allowance; and
  - (ii) First aid allowance.

- (d) 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% or more of the pays over this period.

## **65. Retention periods**

- 65.1 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.
- 65.2 If you are eligible for a redundancy payment under the NES, the retention period in clause 65.1 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).
- 65.3 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.
- 65.4 The retention period will be extended by any periods of medically certified illness or injury related personal leave taken during the retention period.
- 65.5 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.
- 65.6 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.
- 65.7 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.
- 65.8 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 29 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 65.2 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.

65.9 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.

65.10 If you are transferred to a new locality under this clause and within 24 months your former establishment either re-opens, or the number of ongoing employee's increases, you and other employees will be offered to return to that establishment in order of transfer dates.

## **66. Involuntary retrenchment**

66.1 Subject to clauses 66.2 and 66.3 the secretary may terminate an excess employee's employment under section 29 of the PS Act at the end of the retention period.

66.2 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.

66.3 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.

- 66.4 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 who can demonstrate the same level of performance and expertise as the employee who is seeking voluntary retrenchment.

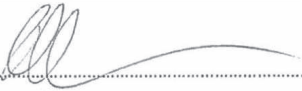
## **67. Accelerated separation arrangements**

- 67.1 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.
- 67.2 If you accept an offer under clause 67.1 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 63, receive:
- (a) if you are 45 years of age or over and have at least five years continuous service an amount equivalent to 13 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.
- 67.3 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.
- 67.4 The payment made under clause 67.2 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 60 to 65 will not apply.
- 67.5 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 59 to 66 will apply.

# Schedule 1 Formal acceptance of Agreement and Signatories

## Employer:

Signed for, and on behalf of, the Commonwealth

Signed 

Full Name: Daryl Quinlivan, Secretary

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

Signed 

Full Name: Alistair Waters, National President

Address: 1/40 Brisbane Avenue, Barton, ACT 2600









