Australian Government

Department of Industry, Innovation and Science

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

Department of Industry, Innovation and Science Enterprise Agreement 2016-2019

Contents

Part A – GENERAL MATTERS 5
Agreement Title 5
Application 5
Definitions 5
Express Power of Delegation 6
Relationship to APS Awards and Legislation 6
Flexibility Provision 7
Consultation on Major Changes 7
National Consultative Committee 7
Dispute Resolution 8
Departmental Policies 8
Employee Representation 8
Part B – REMUNERATION 9
Classification Structure 9
Progression to a Higher Designation 9
Training Classifications 9
Supported Wages Scheme 9
Payment of Salary 9
Setting Salary, including on Engagement, Promotion and Movement 9
Salary Translation and Increases 10
Salary increases 10
Salary Advancement within a Designation 11
Superannuation 11
Salary Packaging 11
Casual and Designated Hours Employees 11
Higher Duties Allowance 12
General Allowances 13
Travel Assistance 14
Excess Travelling Time 15
Relocation 15
Remote Localities Assistance 16
Overtime and Overtime Meal Allowance 16
Emergency Duty 17
Restriction Duty 17
Part C – PEOPLE MANAGEMENT 19
Performance Management 19
Managing Underperformance 19

Studies Assistance ... 19
Rewards and Recognition ... 19
Employee Assistance Program ... 19
Part D – LEAVE ... 20
Personal/Carer's Leave ... 20
Compassionate Leave ... 20
Reporting Absences and Supporting Evidence ... 20
Recreation Leave ... 21
Maternity Leave ... 21
Adoption Leave ... 21
Fostering Leave ... 22
Supporting Partner Leave ... 22
Parental Leave (Unpaid) ... 22
Primary Caregiver Leave ... 22
Purchased Leave ... 22
Long Service Leave ... 22
Cultural/Ceremonial Leave for Aboriginal and Torres Strait Islanders ... 22
Other Leave ... 22
Unauthorised Absences ... 22
Community Service Leave ... 23
Defence Reserve Leave ... 23
War Service Sick Leave ... 23
Public Holidays ... 23
Variations to Public Holidays ... 23
Christmas Closedown ... 23
Part E - WORKING FLEXIBLY ... 24
Hours of Work ... 24
Flexible Working Hours ... 24
Ongoing Part-Time Work and/or Job Sharing ... 24
Family Assistance Arrangements ... 25
Teleworking ... 25
Part F – MANAGING EXCESS EMPLOYEES ... 26
Principle ... 26
Definitions ... 26
Application ... 26
Meaning of Excess Employee ... 26
Voluntary Termination ... 27
Financial Information (i.e. notice of entitlements) ... 27
Career Transition Assistance ... 27

Shortening the Consideration Period ... 28
Severance Pay ... 28
Service for Severance Pay Purposes ... 28
Service Not to Count for Severance Pay Purposes ... 28
Redeployment ... 29
Notice of Termination (i.e. notice periods) ... 30
Reduction in Classification ... 30
Reviews ... 30
Agreement Not to Prevent Other Action ... 30
Signatories ... 32
SCHEDULE 1 – APS Classifications, Department's Designations & Salary Rates ... 33
S1.1 APS Classifications and the Department's Designations ... 33
S1.2 Translation of designations from One Innovation Agreement 2011 ... 34
S1.3 Administrative Stream ... 37
S1.4 Science & Technical Stream ... 38
S1.5 AAO Employees ... 39
S1.6 Trade Measurement Stream ... 41
S1.7 Legal Stream ... 42
SCHEDULE 2 – Matters Relating to Specific Groups of Employees ... 43
S2.1 NMI Employees ... 43
S2.2 AAO Employees ... 44
SCHEDULE 3 – Supported Salary Rates and Conditions of Employment ... 47
Eligibility Criteria ... 47
Supported Wage Rates ... 47
Assessment of Capacity ... 48
Lodgement of SWS wage assessment agreement ... 48
Review of Assessment ... 48
Other Terms and Conditions of Employment ... 48
Trial Period ... 48
SCHEDULE 4 – War Service Sick Leave ... 50
Credits: Employees May Accrue Two Separate Credits ... 50
Grants ... 50
Rate of Pay ... 50
Credits Expired ... 50
Prior Service ... 50
SCHEDULE 5 – Consultation on Major Change ... 51
SCHEDULE 6 – Dispute Resolution Procedure ... 53

Part A – GENERAL MATTERS

Agreement Title

A1. This Agreement shall be known as the Department of Industry, Innovation and Science Enterprise Agreement 2016.

Application

A2. This Agreement is made in accordance with s172 of the Fair Work Act 2009 and:

- commences seven days after approval by the Fair Work Commission;
- will nominally expire three years from the date of commencement; and
- applies to the Secretary and all non-Senior Executive Service employees in the Department, excluding employees in IP Australia and Geoscience Australia.

A3. This Agreement is not a comprehensive catalogue of employment conditions in the Department – a number of entitlements are prescribed in specific legislation and further details of all employment conditions can be found at iCentral.

Definitions

A4. In this Agreement, unless the contrary intention appears:

AAO means the Australian Astronomical Observatory, a Division of the Department.

Agreement means the Department of Industry, Innovation and Science Enterprise Agreement 2016.

APS means the Australian Public Service.

Broadband means a grouping of classification or designation levels which are divided by Firm Barriers.

Casual Employee means an employee engaged by the Department pursuant to s22(2)(c) of the Public Service Act 1999 for duties that are irregular or intermittent.

De facto partner 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 without discrimination as to sexual preference and includes a former de facto partner of the employee.

Designation means a local title given to an APS Classification

Designated Hours means non-standard working arrangements (including rostered or shift work) as determined by assigned duties/role statement and/or agreed to by the employee's manager.

Department means the Department of Industry, Innovation and Science, excluding IP Australia and GeoScience Australia.

employee means a person engaged by the Department pursuant to s22 of the Public Service Act 1999 at the classifications set out at S1.1 of Schedule 1.

Firm Barrier means a barrier between classifications that can be crossed without an open merit process but in accordance with departmental policy

Fostering means an arrangement under which a person or organisation with statutory responsibility for the placement of children places the child with the employee, in circumstances where the child is not expected to return to his or her family.

Hard Barrier means a barrier between classifications that cannot be crossed without an open merit process

Immediate Family means:

a) the employee's spouse (including a former spouse) or defacto partner;

b) a child, parent, grandparent, grandchild or sibling of the employee or of the employee's spouse or defacto partner; or

c) another person who is related to the employee or the employee's spouse (including a former spouse) or defacto partner, by blood or marriage, adoption, fostering or traditional kinship.

Manager means an employee who has operational and/or supervisory responsibility for another employee or a team of employees.

NMI means the National Measurement Institute, a Division of the Department.

Non-ongoing employee means an employee engaged by the Department pursuant to s22(2)(b) of the Public Service Act 1999 for a specific period, or the duration of a specified task.

Non-SES employee means an employee with a classification listed in the Schedules to this Agreement.

Part-time employee means an employee engaged to work an agreed number of hours, less than those worked by full-time employees. A part-time employee receives, on a pro-rata basis, equivalent pay and conditions (excluding expense related allowances) to full time employees in the same classification.

Primary Caregiver means an employee who assumes predominant responsibility for the care of the employee's child (under age 6) - e.g. if the employee's partner becomes incapacitated and is unable to assist with the care of their child.

Ongoing employment means ongoing employment as defined by the Public Service Act 1999.

Questacon means Questacon - The National Science and Technology Centre, a Division of the Department.

Supporting partner means a person who is in a demonstrated genuine domestic relationship with the employee without discrimination as to sexual preference.

The Secretary means the Secretary of the Department of Industry, Innovation and Science.

Work Level Standard means the measure of the work value of duties undertaken by an employee of the Department as prescribed in the APS Work Level Standard for the employee's classification as varied from time to time.

Express Power of Delegation

A5. The Secretary may, in writing, delegate any of the Secretary's powers or functions under this Agreement.

A6. A person exercising powers or functions under a delegation under this section must comply with any directions of the person who delegated the power or function.

Relationship to APS Awards and Legislation

A7. Without incorporating the terms of any legislation into this agreement, it is acknowledged that employment at the department is subject to the provisions of various Acts (or regulations and instruments made under those Acts) as in force from time to time; including:

- Long Service Leave (Commonwealth Employees) Act 1976;
- Maternity Leave (Commonwealth Employees) Act 1973;
- Work Health and Safety Act 2011;
- Paid Parental Leave Act 2010;
- Privacy Act 1988;
- Public Service Act 1999;
- Safety, Rehabilitation and Compensation Act 1988;
- Superannuation Act 1976;

- Superannuation Act 1990;
- Superannuation Act 2005;
- Superannuation Benefits (Supervisory Mechanisms) Act 1990;
- Superannuation (Productivity Benefit) Act 1988; and
- Fair Work Act 2009.

Flexibility Provision

A8. The Secretary and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of any of the terms of the Agreement if:

a) the arrangement meets the genuine needs of the Department and the employee; and

b) the arrangement is genuinely agreed to by the Secretary and employee.

A9. The Secretary must ensure that the terms of the individual flexibility arrangement:

a) are about permitted matters under s172 of the Fair Work Act 2009; and

b) are not unlawful terms under s194 of the Fair Work Act 2009; and

c) result in the employee being better off overall than the employee would be if no arrangement was made.

A10. The Secretary must ensure that the individual flexibility arrangement:

a) is in writing; and

b) includes the name of the employer and employee; and

c) is signed by the Secretary and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

d) includes details of:

i) the terms of the Agreement that will be varied by the arrangement; and

ii) how the arrangement will vary the effect of the terms; and

iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

e) states the day on which the arrangement commences and ceases.

A11. The Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

A12. The Secretary or employee may terminate the individual flexibility arrangement:

a) by giving no more than 28 days written notice to the other party to the arrangement; or

b) if the Secretary and employee agree in writing, at any time.

Consultation on Major Changes

A13. Where the Department:

a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

b) proposes to introduce a change to the regular roster or ordinary hours of work of employees

the procedures outlined at Schedule 5 will be followed.

National Consultative Committee

A14. A National Consultative Committee (NCC) will be established to be the primary forum to facilitate discussions between the parties to whom the Agreement applies about issues

surrounding the operation of the Agreement including departmental policies about the operation of the agreement.

The NCC will operate in accordance with Operational Guidelines established by the NCC; the department will consult with, and consider the views of, the NCC on issues surrounding the implementation and operation of this Agreement, as these affect the employment conditions of employees. The department will allow a reasonable period for the NCC to consider issues.

The department and its employees agree that the department will continue to undertake consultation with employees outside the NCC forum (Clause A20).

A15. The NCC will be supported by Divisional Consultative Committees (DCC) established in each Division. These committees will determine their own procedures and will be responsible for discussions with local management on local issues.

Dispute Resolution

A16. The parties to whom the Agreement applies recognise that disputes concerning workplace matters may arise and will take reasonable and genuine steps to prevent or settle disputes by early and timely discussion and consultation.

A17. Disputes will be managed in accordance with the procedures outlined at Schedule 6.

A18. Where a matter is:

managed in accordance with the procedures outlined at Schedule 6; and

- reviewed by the Merit Protection Commissioner under s33 of the Public Service Act 1999; and
- the Merit Protection Commissioner has affirmed the Department's action or the Department has adopted any recommendations made by the Merit Protection Commissioner

the employee will have no further right of review with respect to that matter under the dispute resolution procedures in this Agreement

Departmental Policies

A19. Various employment provisions contained within this Agreement are administered in conjunction with the department's policies and guidelines. Such policies and guidelines are not incorporated into, and do not form part of, this Agreement. This Agreement will prevail over any policies and guidelines to the extent of any inconsistency.

A20. Policies and guidelines may be altered during the life of the Agreement. However, before any change is effected, the Department will post the proposed changes on iCentral (Intranet) for at least 3 weeks for comment and feedback from employees and their representatives.

Employee Representation

A21. The Department will respect and facilitate an employee's right to representation in the workplace. The role of workplace representatives, including union representatives will be respected and facilitated, in accordance with the FW Act.

Part B – REMUNERATION

Classification Structure

B1. This Agreement contains the Department's Designations, including broadbanding and pay arrangements as specified in the Schedules to the Agreement. Employees will be paid by reference to their relevant Designation. The Department's Designations correspond to the APS Classification Structure as set out in the Schedules.

Progression to a Higher Designation

B2. An employee may progress through a firm barrier to a higher designation within a Broadband, where the Secretary has determined:

- there is sufficient ongoing work available at the higher designation: and
- the employee has achieved a performance level of at least 'Fully Effective' over the preceding performance assessment period; and
- the employee has demonstrated the necessary skill and proficiencies to perform the more complex work of the higher designation.

B3. Further guidance on progression between designations is provided in the Guidelines on Progression to Higher Designation.

Training Classifications

B4. The Department will continue to make employment available under the Training Classifications provided for under the Public Service Classification Rules 2000.

B5. Conditions for Training Classifications, including the Graduate Program, (e.g. mandatory entry level requirements, accelerated advancement points, prescribed training programs, trainee evaluation and completion criteria for training programs or courses and placement upon successful completion of the traineeship), will be set out in the relevant policies.

Supported Wages Scheme

B6. The Supported Wages Scheme will be administered in accordance with Schedule 3.

Payment of Salary

B7. Employees will be paid fortnightly.

B8. The fortnightly rate of pay will be ascertained by applying the following formula:

Fortnightly pay = Annual Salary x 12 ÷ 313

Setting Salary, including on Engagement, Promotion and Movement

B9. Upon engagement, promotion or movement at level within the APS or from another Commonwealth agency, the salary payable will be the lowest pay point applicable to the designation, except:

a) where the Secretary authorises payment of higher salary at a higher pay point applicable to the designation, subject to any specified qualification or advancement barrier, where the experience, qualifications and skills of the employee warrant payment of salary above the lowest pay point;

b) for employees on movement at level, the salary payable within the relevant designation will be equal to the next highest pay point salary previously received by the employee at the equivalent classification;

c) for employees on promotion or movement at level whose previous salary for the relevant classification exceeds the highest pay point for that designation, the employee's salary

will be maintained until absorbed by future pay increases in the maximum salary rate for the designation; or

d) where an employee agrees to be assigned duties at a lower designation level, the employee's salary will be paid at the highest pay point for the lower designation.

B10. This clause B10 applies only to AAO employees who were covered by the One Innovation Enterprise Agreement 2011 immediately prior to the commencement of this Agreement:

a) Upon promotion to a higher designation, an employee will transition into the Science & Technical Stream set out at clause S1.5 of Schedule 1.

b) The employee's salary will be set at the next highest pay point to the employee's salary prior to promotion, but will not exceed the highest pay point for the employee's new designation.

c) Once the employee has transitioned into the Science & Technical Stream, this clause B10 will cease to apply to the employee.

Salary Translation and Increases

B11. Provisions in this Agreement relating to salary and related matters are set out in the schedules of this Agreement. The salary rates for AAO employees set out at S1.5 of Schedule 1 to this Agreement apply only to AAO employees covered by clauses B10.

B12. Upon commencement of this Agreement, an employee's salary will be the salary that was payable to the employee under the One Innovation Enterprise Agreement 2011 immediately before the commencement of this Agreement.

B13. If, upon commencement of this Agreement, an employee's salary is below the minimum for the employee's designation as set out in Schedule 1, the employee's salary will be increased to the minimum pay point for that designation, subject to an employee receiving an assessment of at least Fully Effective in the performance assessment (whether a full or mid-cycle assessment) preceding the commencement of the agreement.

B14. This Agreement removes certain designations set out in the One Innovation Enterprise Agreement 2011. The table at S1.2 of Schedule 1 demonstrates the new designation of employees affected by the removal of designations.

B15. This clause B15 applies only to employees affected by the removal of designations as demonstrated at the table at S1.2 of Schedule 1:

a) Upon commencement of this Agreement, an employee's salary will be set at the next highest pay point to the employee's salary under the One Innovation Enterprise Agreement 2011, subject to an employee receiving an assessment of at least Fully Effective in the performance assessment (whether a full or mid-cycle assessment) preceding the commencement of the agreement;

b) If, upon commencement of this Agreement, an employee's salary under the One Innovation Enterprise Agreement 2011 is higher than the highest pay point for the employee's new designation, the employee's salary will be maintained until absorbed by future pay increases to the highest pay point for the employee's designation.

Salary increases

B16. Clauses B16 to B17 apply to employees, other than AAO employees to whom clause B10 applies.

B17. Subject to an employee receiving an assessment of at least Fully Effective in the performance assessment (whether a full year or mid-cycle assessment) preceding the dates set out below, the employee's salary will be increased by:

3% upon commencement of this Agreement;
2%12 months after commencement of this Agreement; and
1% 24 months after commencement of this Agreement.

For the avoidance of doubt, if an employee does not receive an assessment of at least Fully Effective, this may result in the employee's salary being less than the minimum pay point set out for the employee's classification in Schedule 1.

B18. The increases set out in clause B17 above will not operate to increase an employee's salary higher than the maximum amount specified in Schedule 1 for the employee's designation for the relevant year.

Salary Advancement within a Designation

B19. Salary advancement will occur on 1 July 2016, 1 July 2017 and 1 July 2018, based on the outcomes of the preceding annual Performance Planning and Review period.

B20. The Secretary may, at any time, determine that an employee will be paid salary at a higher pay point for the employee's designation.

Superannuation

B21. Where an employee is ineligible to join the Commonwealth's Defined Benefit Schemes (CSS or PSS (defined benefit) the Department will maintain the rate of employer contributions at 15.4% for the life of this Agreement regardless of the employee's choice of fund.

B22. The Department may choose to limit superannuation choice on the basis of funds that allow employee and/or employer contributions to be paid by electronic funds transfer.

B23. Except for members of defined benefits schemes the salary for superannuation will be the employee's ordinary time earnings within the meaning of the Superannuation Guarantee (Administration) Act 1992.

B24. Where continued membership of an existing defined benefits superannuation scheme is available to an employee who accepted employment with NMI on 1 July 2010 as part of the establishment of the national trade measurement system, and the employee elects to continue their membership of that fund, the Department will contribute the employer contribution rate determined by the relevant fund.

Salary Packaging

B25. All employees will have access to salary packaging provisions on a salary sacrifice basis, in accordance with the Department's guidelines. Employees will have the option of electing to take nominated benefits in lieu of their salary. The principal basis on which the benefits are accessible is that the total cost to the Department of payment of the benefit (including any changes to the Department's taxation liability) is to be equivalent to the total cost to the Department of the salary sacrificed.

B26. The employee's rate of salary specified in Schedule 1 will be salary for all purposes. Participation in the salary packaging arrangements will not affect an employee's salary for any purposes under this Agreement or an employee's salary for superannuation purposes.

Casual and Designated Hours Employees

B27. Casual employees will be paid an hourly rate (Ordinary Time Rate), based on the annual base salary rate for the employee's designation as set out in the Schedules. In addition, casual employees will receive a salary loading of 25% in lieu of public holidays they are not rostered to work, and all paid leave entitlements, other than long service leave. Such employees will accrue long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976. The 25% loading is calculated on the Ordinary Time Rate.

B28. Casual employees may be rostered to work Monday to Sunday and will be paid for a minimum of 2 hours on each day the employee is rostered to work. Where there is insufficient work for the rostered period and the employee is directed to leave work, the

employee will receive payment for the full period for which the employee had been rostered to work.

B29. Where a casual employee is requested to attend the workplace on a day they are not rostered to work (e.g. for training or staff meeting), the employee will be paid as though they were on duty for the period of their attendance

B30. Clauses B70 to B93 (inclusive), D36 to D38 (inclusive), and E5 to E16 (inclusive) do not apply to casual employees.

Casual employees other than Questacon employees

B31. Clauses B31 to B33 (inclusive) apply to casual employees other than casual Questacon employees.

B32. Work will be overtime for casual employees if the work is performed:

a) upon direction, Monday to Friday, outside the hours of 7:00 am and 7:00 pm;

b) on a Saturday, Sunday or Public Holiday; or

c) in excess of 37.5 hours per week.

B33. Where an employee works overtime, the employee will be paid (in addition to the loading under clause B27) an additional salary loading of:

- Monday to Saturday, first three hours – 25% of their Ordinary Time Rate;
- Monday to Saturday, after three hours – 75% of their Ordinary Time Rate;
- Sunday – 75% of their Ordinary Time Rate;
- Public Holiday – 125% of their Ordinary Time Rate.

Casual Questacon employees

B34. Clauses B34 to B39 (inclusive) apply only to casual Questacon employees.

B35. In addition to the loading under clause B27, casual and designated hours employees will receive an additional salary loading of:

- 75% of their Ordinary Time Rate in respect of time worked on Saturday or Sunday (excluding Public Holidays); and
- 125% of their Ordinary Time Rate in respect of time worked on Public Holidays.

B36. Work will be overtime for a casual Questacon employee if the work is performed:

a) on any day beyond the employee's normal rostered hours of duty on that day; or

b) in excess of 37.5 hours per week or an average of 37.5 hours per week over a cycle of shifts.

B37. The penalty rates set out in clause B35 are not paid for overtime.

B38. Where an employee works overtime, the employee will be paid (in addition to the loading under clause B27) an additional salary loading of:

- Monday to Saturday, first three hours – 25% of their Ordinary Time Rate;
- Monday to Saturday, after three hours – 75% of their Ordinary Time Rate;
- Sunday – 75% of their Ordinary Time Rate;
- Public Holiday – 125% of their Ordinary Time Rate.

B39. Questacon's 'public facing' employees will be entitled to a 15 minute paid break every 4 hours. A Questacon 'public facing' casual employee who is rostered for 5 hours or more will be required to take an additional unpaid 30 minute break.

Higher Duties Allowance

B40. An employee may be assigned to temporarily perform duties at a higher designation level.

B41. Where the period of work at a higher designation (in one or more positions) is expected to be a continuous period of 2 weeks or more (whether or not that expectation is realised), higher duties allowance will be payable for the entire period worked at the higher level, from commencement of the period, excluding Questacon's 'public facing' employees, who will receive higher duties allowance in respect of any period during which the employee is assigned to perform the duties of a higher designation.

B42. Where the period of work is not expected to be for 2 weeks or more, but for whatever reason does extend to 2 weeks or more, higher duties allowance will be payable for the entire period worked at the higher level, backdated to commencement of the period.

B43. An employee who is assigned to perform all the duties of a higher designation will be paid at the minimum salary point for the higher designation unless the Secretary determines otherwise.

B44. Where an employee is assigned to temporarily perform part of the duties of a higher designation, the Secretary may determine the amount of higher duties allowance payable.

B45. Any higher duties that will be performed for a period of 12 months or more will be subject to a merit selection process. More detailed guidance on selection processes is available in the Department's Recruitment, Selection and Engagement Policy and Procedures.

General Allowances

B46. Provisions relating to allowances and similar conditions are set out in this Agreement - more detailed guidance on the allowances referred to in this section is available in the Department's General Allowance Policy and Procedures.

Health and Safety Representative, First Aid Officer and Fire Warden Allowances

B47. Where an employee, excluding a 'Public Facing' casual Questacon employee, is appointed as a Health and Safety Representative or Fire Warden, and the employee continues to demonstrate skills, knowledge and commitment to their role, a fortnightly allowance of $23.32 will be paid.

B48. Where an employee, excluding a Questacon 'Public Facing' casual employee, is appointed as a First Aid Officer, and the employee continues to demonstrate skills, knowledge and commitment to their role, a First Aid Officer Allowance will be paid in accordance with the required qualification. Payment of an allowance under b) and c) is subject to the Secretary determining there is an identified need for a higher first aid qualification in the workplace:

a) Required qualification: Senior First Aid Certificate of the Australian Red Cross Society, Standard A (or equivalent) — $23.32 per fortnight; or

b) Required qualification: Senior First Aid Certificate of the Australian Red Cross Society, Standard B (or equivalent) — $26.50 per fortnight; or

c) Required qualification: Senior First Aid Certificate of the Australian Red Cross Society, Standard C (or equivalent) — $31.80 per fortnight.

B49. Where an employee undertakes more than one of these roles they will not be entitled to payment of more than one allowance. In this circumstance, the highest applicable rate of allowance will be paid.

B50. Employees being paid multiple allowances under the former agreement immediately before the commencement of this Agreement will continue to receive those allowances while they continue to perform those roles. The employee will be paid those allowances at the rates set out in this Agreement.

Departmental Liaison Officer Allowance

B51. An employee who performs the duties of Departmental Liaison Officer is entitled to be paid an allowance of 20% of the employee's salary.

Motor Vehicle Allowance

B52. The Secretary may authorise an employee to use a private motor vehicle owned or hired by that employee for official purposes where it will result in greater efficiency, or involve the Commonwealth in less expense. In those circumstances the employee will be paid an allowance of 75 cents per kilometre. The allowance payable will be reviewed each 1 July in accordance with the Australian Taxation Office recommended rates.

Disruption Allowance

B53. The Secretary may compensate affected employees where an employee's working conditions are affected by:

a) environmental factors including dust, noise, fumes, heat vibrations, cold, wet, dirt, loss of amenities, general inconvenience; and

b) building activities that may cause disabilities at an office location.

Loss or Damage to Clothing or Personal Effects

B54. The Secretary may authorise reimbursement of an amount considered reasonable to cover the loss or damage to an employee's clothing or personal effects which resulted from the performance of their duties subject to that clothing or personal effect having a minimum value of $20.

Healthy Lifestyle Subsidy

B55. The Department actively promotes employee activities that lead to a healthy lifestyle. A subsidy of $200 for ongoing employees and non-ongoing employees with at least 12 months' continuous service is available per financial year on production of receipts for health related lifestyle expenses. Casual employees will be entitled to claim the subsidy following each 12 month period of service.

B56. More detailed guidance on the subsidy is available in the Department's Health Related Lifestyle Expenses Policy and Procedures.

Travel Assistance

B57. The Department will provide employees with travel assistance to cover all reasonable expenses incurred while undertaking business travel.

B58. More detailed guidance on Travel Assistance within Australia is available in the Domestic Travel Arrangements for Non-SES Employees Policy and the Domestic Travel Instructions included in the Secretary's Accountable Authority Instructions made under the Public Governance, Performance and Accountability Act 2013.

B59. The Department's Domestic Travel Assistance includes:

a) meeting reasonable expenses associated with business related travel including incidentals, meals and accommodation;

b) accommodation which is assessed as 3 or 4 star and is within the close proximity of the business location, will be deemed to be a reasonable expense;

c) where an employee will be absent overnight on official business, an employee's manager may approve $55 per night for reasonable expenses incurred while staying privately, provided approval is obtained prior to travel and no accommodation is charged to the travel card for that night's absence;

d) reimbursement of expenditure that cannot be reasonably purchased with the travel card during periods of multi day travel (i.e. not available for Single Day Travel).Up to $20 for

each day will be automatically considered reasonable, however employees will be required to provide evidence of all expenditure to their manager's satisfaction;

e) an employee who is undertaking business travel may apply for reimbursement of Business Related Expenses if they incur unavoidable, additional expenses outside the Travel Assistance provided. These expenses must be incurred at the traveller's home base and, other than in exceptional circumstances, must be approved prior to the travel being undertaken;

f) after an employee has resided in the one locality for a period of 21 days, the employee will be entitled to the amount expended on accommodation, meals and incidentals, or an amount which the Secretary considers to be reasonable in the circumstances;

g) Single Day Travel—where an employee is travelling on official business for more than 10 hours which does not involve being absent overnight, the employee's Travel Assistance is restricted to a non-acquitable taxable amount of $60 only, excluding transport costs, paid through the payroll system.

B60. The Secretary may approve payment of a cash advance to meet reasonable accommodation, meal and incidental expenses in exceptional circumstances. This may include travel to remote localities or areas that do not accept the travel card. An employee must have made reasonable efforts to locate acceptable accommodation. The employee will be required to acquit the advance on return from travel.

B61. Allowances and conditions for employees undertaking overseas travel are contained in the Official Overseas Travel instructions included in the Secretary's Accountable Authority instructions made under the Public Governance, Performance and Accountability Act 2013.

B62. Unless agreed otherwise by the Secretary, business class travel will be the normal class of travel used for official overseas travel, where available.

B63. Where an employee travelling for business purposes takes Personal/Carer's Leave for a condition for which the employee is not at fault, and is unable to return home, the employee is entitled to continue to receive Travel Assistance.

Excess Travelling Time

B64. Excluding where travel is a part of an employee's normal duties, an employee up to and including APS Level 4 (and equivalent designations), who is travelling or on duty away from the employee's usual place of work, including for the purposes of clause B53, will be compensated for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of their usual hours of duty for the day. The employee will also be compensated for the time necessarily elapsing between time of departure from home and commencement of duty at the employee's usual place of work, and the time necessarily elapsing between time of ceasing duty at the employee's usual place of work and arrival at home.

B65. The rate of payment or time in lieu will be single time on Monday to Saturdays and time and a half on Sundays and Public Holidays. Time in lieu arrangements are to be agreed with the employee's manager prior to undertaking travel.

Relocation

B66. Where an employee is relocated at the Department's initiative or an APS employee is relocated to the Department as a result of a merit recruitment process, the Department will meet all reasonable costs associated with the relocation. Relocation Assistance will be determined by the Secretary. More detailed guidance on relocation assistance is available in the Department's Relocation Policy and Procedures.

B67. Where an employee's relocation is initiated by the Department and is either permanent or for period of at least twelve months, they will be entitled to a non-acquitable taxable one-off lump sum payment of $500 for employees without dependants or $1000 for employees with dependants to cover miscellaneous expenditure associated with the relocation.

Remote Localities Assistance

B68. Where an employee is engaged or relocated to a remote or isolated locality, the assistance provided will be determined on a case by case basis. More detailed guidance on remote localities assistance is available in the Department's Relocation Policy and Procedures.

B69. Employees who were in receipt of Remote Localities Assistance immediately prior to the commencement of the Agreement will continue to receive that entitlement while they remain in their current localities.

Overtime and Overtime Meal Allowance

Overtime

B70. An employee may be required to work reasonable overtime subject to the conditions below. Overtime is to be worked at the prior direction of the manager, or if the circumstances do not permit prior direction, subsequent approval in writing by the manager.

Payment

B71. APS Level 1–6 employees and equivalents are entitled to overtime payment as follows:

- Monday to Friday overtime payment will be for hours worked outside the bandwidth, or inside the bandwidth where the employee has worked in excess of their standard ordinary hours on that day, or
- Saturday, Sunday and Public Holidays overtime payment will be for all hours worked, with the exception of Questacon employees who are rostered to work on those days,

excluding meal breaks.

B72. Any time claimed for flex time purposes cannot be claimed as overtime.

Part-time Employees

B73. APS Level 1–6 part-time employees who are directed to work outside their agreed daily hours for any particular day are entitled to overtime payments.

Executive Level 1 and 2 Employees (and Equivalents)

B74. Executive Level 1 and 2 employees are not eligible for overtime payments except in exceptional circumstances as determined by the Secretary.

Overtime Rates

B75. The rates payable for overtime are as follows:

- Monday to Saturday: Time and a half for the first three hours each day and double time thereafter.
- Sunday: Double time.
- Public holidays and Easter Saturday where it is not declared or prescribed as a Public Holiday: Double time and a half, calculated as follows:
  - Duty during standard hours (refer clause E1-E3 inclusive) will be paid at time and a half in addition to normal salary payment for the day. Duty outside standard hours will be paid at double time and a half.

B76. When overtime is not continuous with ordinary duty the minimum payment will be 4 hours.

B77. Where overtime is not continuous with ordinary duty and involves duty both before and after midnight the minimum payment provisions will be satisfied when the total payment equals or exceeds the minimum payment for one day (i.e. 4 hours overtime).

B78. Where a higher overtime rate applies to one of the days, payment for the whole period will be calculated at the higher rate.

B79. The rate of overtime includes any allowances being paid as salary.

B80. Where more than one attendance is involved in a day only one minimum overtime payment will be payable.

B81. Where an employee works on a Saturday, Sunday, public holiday or overtime on any other day, they will be entitled to an eight hour break (plus reasonable travelling time) before recommencing work without incurring any loss of pay.

B82. Where the break detailed in clause B81 is not possible, due to operational reasons, the employee (excluding Executive Level 1 and 2 and equivalents unless approved by the Secretary) will be paid double time for the next period of work until the employee has had an eight hour break (plus reasonable travelling time).

Time Off in Lieu (TOIL) of overtime payment

B83. Employees may, with the agreement of their manager, take time off in lieu of payment for overtime - the period of TOIL will be at the same rate as the applicable overtime rate.

Overtime Meal Allowance

B84. Where an employee works overtime to the end of or beyond a meal allowance period, they will receive a meal allowance of $25.

B85. Meal allowance periods are:

- 7.00 am to 9.00 am;
- 12 noon to 2.00 pm;
- 6.00 pm to 7.00 pm; and
- Midnight to 1.00 am.

Emergency Duty

B86. Where an employee is recalled to duty to meet an emergency and no notice of such a call was given to the employee before ceasing ordinary duty, they will be paid at the overtime rate for the period of the emergency duty, subject to:

- a one hour minimum payment when work is performed without the necessity to travel to the workplace; or
- a two hour minimum payment including travel time if work is required to be performed at the workplace.

B87. Where an employee performs emergency duty for more than three hours (excluding travelling time) the employee will be entitled to an eight hour break before recommencing work without incurring any loss of pay.

B88. Where this break is not possible, due to operational reasons, the employee (excluding Executive Level 1 and 2 and equivalents unless approved by the Secretary) will be paid double time for the next period of work until the employee has had an eight hour break (excluding travelling time).

B89. The provisions relating to Emergency Duty will not apply where an employee is recalled to duty while subject to the Restriction Duty provisions.

Restriction Duty

B90. Where the Secretary requires an employee to remain contactable and available to perform extra duty outside the employee's standard hours of duty the employee will be paid a restriction allowance while they are restricted outside the standard hours of duty.

B91. Restriction Allowance

- is payable whether or not the restricted employee is required to perform duty outside their standard hours of duty;

- is only paid up to the maximum of the salary rate of the APS Level 6 classification;
- will be paid at the rate of 10% of salary (salary includes any allowances paid as salary;
- is not paid during any periods of overtime or emergency duty; and
- will not be paid if the employee is not contactable.

B92. An alternative rate of Restriction Allowance may be determined by the Secretary having regard to the circumstances of the restriction situation.

B93. Where a restricted employee is required to perform duty, they will be paid overtime subject to:

- a one hour minimum payment when work is performed without the necessity to travel to the workplace; or
- a two hour minimum payment including travel time if work is required to be performed at the workplace.

Part C – PEOPLE MANAGEMENT

Performance Management

C1. All employees, excluding those with a Training Classification, are required to participate in the Performance Planning and Review (PPR) process, however unless the Secretary determines otherwise, employees who are engaged by or promoted in the Department after 31 December will receive a performance rating in respect of that PPR period but will not be eligible for salary advancement under clauses B19 to B20 (inclusive). Other employees must be 'at work' for at least 6 months of a PPR period to be eligible for salary advancement under clause B19 to B20 (inclusive), excluding periods of leave under clauses D21 to D25 (inclusive) or other exceptional circumstances approved by the Secretary.

C2. Where an employee is in receipt of higher duties immediately preceding a promotion, the qualifying period for the purposes of clause C1 will commence on the date the period of higher duties commenced.

Managing Underperformance

C3. Underperformance will be managed in accordance with the Department's Managing Underperformance Policy and Procedures and against agreed criteria. These procedures are not to be used to address misconduct—the Department's policy and procedures relating to the Code of Conduct are to be used in those cases. Probationary employees are also excluded from these procedures.

C4. Where individual employees are assessed as performing at the unsatisfactory level and have been unable to demonstrate improved performance within a reasonable time, their performance will be formally reviewed. The Department will give those employees the opportunity and appropriate assistance to improve their performance. Where employees are unable to demonstrate improved performance within a reasonable period of formal review, the Department will retain the option of moving those employees to more suitable employment either at level or at lower levels or to terminate their employment.

C5. The period in which an employee's performance is to be formally assessed shall be not less than 1 month and not longer than 2 months. This assessment may be undertaken by an independent person where requested by the employee and the Secretary so directs.

Studies Assistance

C6. Employees will be reimbursed expenses of up to $1200 per annum to undertake approved University or TAFE/CIT studies and granted paid leave to attend mandatory course related activities that are scheduled during business hours up to 8 hours per week, excluding leave to attend exams.

Rewards and Recognition

C7. The Department encourages rewards and recognition that can be applied throughout the Department, including departmental wide measures and a framework for Divisions to take further initiatives. These arrangements provide the flexibility to deliver rewards and recognition at appropriate times.

Employee Assistance Program

C8. The Employee Assistance Program (EAP) is a confidential service to help employees deal with personal problems that may affect their work performance and wellbeing. The Department provides the EAP service free of charge to all departmental employees and their immediate families.

Part D – LEAVE

D1. More detailed guidance on leave provisions is available in the Department's Leave Policy and Procedures.

D2. Unless determined otherwise by the Secretary, unpaid leave of any kind does not count for service for any purpose, other than;

a) unpaid Personal/Carer's Leave which counts for Long Service Leave purposes;

b) unpaid Community Service Leave which counts for service for all purposes; and

c) unpaid compassionate leave taken by casual employees in accordance with D10.

D3. Where an ongoing employee joins the Department from an employer staffed under the Public Service Act 1999, the Parliamentary Service Act 1999 or from the ACT Government Service, accrued Recreation and Personal/Carer's Leave (however described) will be transferred, provided there is no break between the employee's service with their former employer and the employee commencing work in the department.

Personal/Carer's Leave

D4. Employees will progressively accrue 18 days paid cumulative Personal/Carer's Leave for each year of service for the purposes of absence due to personal illness and caring responsibilities for each occasion when a member of the employee's immediate family or household requires care or support because of:

a) a personal illness, or personal injury affecting the member; or

b) an unexpected emergency affecting the member.

D5. Part-time employees will accrue Personal/Carer's Leave on a pro rata basis.

D6. Employees will not be entitled to take paid Personal/Carer's Leave while also entitled to paid leave under the Maternity Leave (Commonwealth Employees) Act 1973.

D7. Where an employee does not have an entitlement to paid Personal/Carer's Leave, they will be entitled to 2 days unpaid leave on each occasion when a member of the employee's immediate family or household, requires care or support for a reason described in clause D4.

D8. The Secretary may approve an employee taking Personal/Carer's Leave at half pay in exceptional circumstances.

Compassionate Leave

D9. Employees (excluding casual employees) are entitled to 2 days paid Compassionate Leave on each occasion where a member of the employee's immediate family or household:

a) contracts or develops a personal illness that poses a serious threat to his or her life; or

b) sustains a personal injury that poses a serious threat to his or her life; or

c) dies.

D10. Casual employees are entitled to 2 days unpaid Compassionate Leave on each occasion as described in clause D9.

D11. Use of Compassionate Leave does not preclude the use of Personal/Carer's Leave to extend the period of absence.

Reporting Absences and Supporting Evidence

D12. An employee unable to attend for duty must ensure their manager is advised as soon as reasonably practicable. Failure to do so may result in the absence being treated as an unauthorised absence.

D13. Unless the employee's manager determines otherwise, employees are required to provide supporting evidence for applications of Personal/Carer's or Compassionate Leave where:

a) the absence exceeds three consecutive days;

b) the employee is absent for 9 days in total in a 12 month period; or

c) otherwise directed by the Secretary.

Recreation Leave

D14. Employees will progressively accrue 20 days paid recreation leave for each year of service. Recreation leave may be accessed at anytime subject to Manager's approval.

D15. Part-time employees will receive a pro rata credit based on the number of days/hours worked.

D16. Notwithstanding section 88 of the Fair Work Act 2009, employees with more than 40 days accrued recreation leave at 30 September may be directed to take up to 25% of their accrued leave.

D17. Employees may also access recreation leave where their Personal/Carer's Leave credits have been exhausted.

D18. Employees may elect to take Recreation Leave at half pay.

D19. An employee may take Recreation Leave at any time subject to approval by the employee's Manager.

D20. Employees may, with the agreement of their manager, cash out accrued recreation leave provided that:

a) an employee cannot cash out annual leave if the cashing out would result in the employee's remaining accrued entitlement to paid recreation leave being less than four weeks;

b) each cashing out of a particular amount of recreation leave must be by a separate agreement in writing between the employer and the employee; and

c) the employee be paid at least the full amount that would have been payable to the employee had the employee taken the leave.

Maternity Leave

D21. In addition to their maternity leave entitlement under the Maternity Leave (Commonwealth Employees) Act 1973, employees will also be entitled to 2 weeks additional paid leave (inclusive of public holidays). Employees must elect to have their salary payments at either full pay or half pay, which may only be varied in exceptional circumstances. Where an employee elects to take paid Maternity Leave at half pay, a maximum of 14 weeks will count as service for all purposes.

Adoption Leave

D22. An employee, who is to be the primary carer, will be entitled to paid Adoption Leave of 14 weeks (inclusive of public holidays) at full pay or 28 weeks at half pay for the purposes of adopting a child. Adoption Leave may be taken in one block or as separate absences over a period of time at the discretion of an employee's manager. The adoptive child must not be a child or step-child of the employee or the employee's partner unless that child had not been in the custody and care of the employee or the employee's partner for a significant period. An employee with less than 12 months continuous service in the APS is eligible for Adoption Leave, but only two weeks (inclusive of public holidays) will be paid leave. Where an employee elects to take paid Adoption Leave at half pay, a maximum of 14 weeks will count as service for all purposes.

Fostering Leave

D23. An employee, who is appointed as a legal foster carer, will be entitled to paid Fostering Leave of 14 weeks (inclusive of public holidays) at full pay or 28 weeks at half pay for the purposes of fostering a child. Fostering Leave may be taken in one block or as separate absences over a period of time at the discretion of an employee's manager. The fostered child must not be a child or step-child of the employee or the employee's partner unless that child had not been in the custody and care of the employee or the employee's partner for a significant period. An employee with less than 12 months continuous service in the APS is eligible for Fostering Leave, but only two weeks (inclusive of public holidays) will be paid leave. Where an employee elects to take paid Fostering Leave at half pay, a maximum of 14 weeks will count as service for all purposes.

Supporting Partner Leave

D24. Employees will be entitled to two weeks paid Supporting Partner Leave (inclusive of public holidays) within one month of the birth of their partner's child or upon the adoption or fostering of a child. Employees accessing maternity leave, adoption leave or fostering leave are not eligible for paid Supporting Partner leave.

Parental Leave (Unpaid)

D25. Employees will be entitled to unpaid Parental Leave in accordance with the Fair Work Act 2009 and the Maternity Leave (Commonwealth Employees) Act 1973.

Primary Caregiver Leave

D26. Where employees produce evidence that they have become the primary caregiver of his/her child, they will be entitled to a one off grant of two weeks paid primary caregiver leave (inclusive of public holidays) up until the child's sixth birthday. Such leave is in addition to Supporting Partner Leave. Employees accessing maternity leave, adoption leave or fostering leave are not eligible for primary caregiver leave.

Purchased Leave

D27. Employees will have access to the purchased leave scheme which provides for access to up to ten weeks additional leave in any period up to a year, by paying for the leave progressively over the course of the relevant period.

Long Service Leave

D28. Eligible employees may access Long Service Leave for a minimum period of seven calendar days at full pay (or 14 calendar days at half pay) per occasion. Long service leave is not to be broken by other forms for leave unless required by legislation. Employees should note that the method of calculating long service leave provided for in the Long Service Leave Act 1976 uses calendar months for both accruing and debiting periods of Long Service Leave.

Cultural/Ceremonial Leave for Aboriginal and Torres Strait Islanders

D29. Aboriginal and Torres Strait Islander employees will be granted 5 days paid leave per annum to participate in ceremonial activities and meet cultural obligations, including NAIDOC activities.

Other Leave

D30. The Secretary may approve additional leave, paid or unpaid, on a case by case basis.

Unauthorised Absences

D31. Where an employee is absent from duty without authorisation, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave. Where unauthorised absence is followed by termination of employment, accrued entitlements will be paid.

Community Service Leave

D32. Employees will be entitled to paid leave for the purposes of engaging in community service activities, including jury service and emergency management activities, for the period/s set out in s108 of the Fair Work Act 2009.

D33. Leave to community service personnel for emergency services duties encompasses leave for required regular training, all emergency services responses, reasonable recovery time and ceremonial duties.

Defence Reserve Leave

D34. Employees engaged in Defence Force Reserve activities will be entitled to leave in accordance with the policy of the Defence Reserve Support Council.

War Service Sick Leave

D35. Employees may be eligible to be granted War Service Sick Leave while unfit for duty because of a war-caused condition. This leave will be administered in accordance with Schedule 4.

Public Holidays

D36. Employees will observe any day, or part-day, declared or prescribed by or under a law of the Commonwealth, a State or Territory to be observed within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday – and will be paid salary as if that day were not a public holiday.

D37. An employee who is rostered to work on a public holiday may, with the Secretary's prior approval, either:

a) absent themselves from work on that day and be paid as if that day were not a public holiday; or

b) attend work on that day and be paid salary as if that day were not a public holiday, and have an alternate day off in lieu of foregoing the public holiday.

Variations to Public Holidays

D38. Where the Secretary and the relevant employee agree, a cultural or religious day of significance to the employee may be substituted for any holiday prescribed under clause D36. Where an employee cannot work on a day for which a substituted holiday has been granted in accordance with this clause (cultural or religious days of significance), the affected employee will work make-up times at times to be agreed with the Secretary, without entitlement to overtime payment.

Christmas Closedown

D39. Employees are entitled to three days of paid leave in the period between Christmas and New Year in addition to their Recreation and Personal/Carer's Leave entitlements. With the exception of Questacon and AAO employees, these three days will be treated as public holidays for the purposes of determining the rate of pay payable to an employee required to work on one or more of these days.

D40. Questacon may roster employees who work Designated Hours or casual employees to work on one or more of the days referred to in clause D39, however only the day after the Boxing Day public holiday will be treated as a public holiday for the purposes of determining the rate of pay payable to an employee required to work on that day.

D41. AAO employees rostered to work on one or more of the days referred to in clause D39, will be granted an amount of time off in lieu equal to the hours worked on those days.

Part E - WORKING FLEXIBLY

Hours of Work

E1. The standard ordinary hours of duty for full-time employees (other than Designated Hours employees) covered by this Agreement will be 37.5 hours per week. These hours are to be worked on Monday to Friday, between the hours of 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm. Part-time employees' standard ordinary hours of duty are those agreed in their part-time work agreement.

E2. Designated Hours employees will work an average of 37.5 hours per 7 days (Monday to Sunday) over a 4 week settlement period.

E3. For health and safety reasons employees should not work more than 10 hours ordinary duty on any one day unless specifically approved by their manager to do so; nor should employees work more than five consecutive hours without at least a 30 minute break.

E4. Where an employee is required to work abnormally long hours (including due to travel requirements) and are not eligible for overtime payment or to use Flextime provisions, some time off in lieu of extra hours may be permitted by managers.

Flexible Working Hours

E5. The bandwidth for ordinary hours of work from Monday to Friday (other than on public holidays and other days which are not working days for the Department's employees) will be:

a) For NMI employees—7.00 am to 9.00 pm;

b) For Questacon Employees—7.00 am to 10.00 pm; and

c) For all other employees—7.00 am to 7.00 pm.

E6. More detailed guidance on flexible working hours is available in the Department's Hours of Work and Flextime Policy and Procedures. Working flexible hours could include variations in attendance times and short term absences (time off in lieu) without the need for a leave application.

E7. All employees up to and including APS Level 6 (and equivalent designations) will have access to Flextime to allow them to plan their work hours subject to their not carrying more than:

a) a Flextime debit of more than 10 hours; or

b) a Flextime credit of more than 1 standard working week from one settlement period to the next.

E8. The Secretary may withdraw an employee's or group of employee's access to Flextime:

a) where there is insufficient work; or

b) due to operational requirements; or

c) where an employee does not adhere to the Flextime requirements; or

d) where an employee's manager considers the employee's attendance is unsatisfactory.

Ongoing Part-Time Work and/or Job Sharing

E9. Employees will have access to part-time work and job share arrangements in appropriate circumstances. The specified weekly hours for part-time employees can be any number of hours less than full-time hours.

E10. Regular hours included in part-time work agreements, must generally be within the bandwidth hours specified in clause E5. However, ongoing part-time employees will be able to access more flexible working hours with the approval of their managers.

E11. More detailed guidance on part-time work and job share arrangements are available in the Department's Part-time Work Policy and Procedures.

E12. All employees returning from a period of leave that is coupled with the birth, adoption or fostering of a child (refer clauses D21, D22, D23, or D25) will be guaranteed ongoing part-time work up to the child's sixth birthday.

E13. Guaranteed part-time work arrangements will also apply for primary care givers in exceptional circumstances approved by the Secretary. Other applications for part-time work arrangements will only be refused on reasonable business grounds.

Family Assistance Arrangements

E14. The Department will provide family assistance arrangements as follows:

a) vacation child care subsidy for accredited providers of $26 per day, or $13 per half day, per primary school age child on days the parent(s)/guardian(s) are at work; and

b) employees who are breastfeeding, shall be provided with the facilities and support necessary. Employees taking lactation breaks will be considered on duty; and

c) women in their third trimester will be provided with a car park or alternative arrangements where agreed between the employee and their manager; and

d) employees will have access to a work/life information and referral service that provides information on options for child care, elder care and care for dependants with a disability.

E15. Further details are set out in the Department's Family Assistance Arrangements Policy and Procedures.

Teleworking

E16. The Secretary may agree to an employee working remotely on a regular, temporary or intermittent basis. Further details can be found in the Department's Teleworking Guidelines.

Part F – MANAGING EXCESS EMPLOYEES

Principle

F1. The Department will provide employees who are excess or potentially excess because of economic, structural, organisational or technological change with assistance to maximise redeployment opportunities and, as much as practicable, will avoid involuntary retrenchments.

Definitions

F2. Under this Part the following definitions apply:

Consideration Period	is a period of two months commencing from the time the Secretary has made an offer of voluntary termination.
Redeployment Periods	are periods of: a) six months where an employee has twenty or more years of service or is over forty five years of age; or b) four months for other employees commencing one month after an offer of voluntary termination of employment and reduced by an amount equivalent to the employee's redundancy entitlement under the National Employment Standards.
Salary	includes: a) higher duties allowance if the employee was entitled to receive that allowance for a continuous period of at least one year immediately before the employee is given an offer of a voluntary termination of employment; and b) other allowances in the nature of salary which are paid during periods of Recreation Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred.

Application

F3. This part applies to all employees, excluding:

a) an employee serving a probationary period; and

b) non-ongoing and casual employees

F4. An offer of voluntary termination of employment may be made to an employee who is not fit for and not at work or who is excess in accordance with the paragraph below, only where the Secretary, having regard to the Commonwealth's liability, decides it is appropriate.

Meaning of Excess Employee

F5. An employee is an excess employee for the purposes of this part if:

a) the employee is part of a class of employees that is larger in size than is necessary for the efficient and economical working of the Department; or

b) the services of the employee cannot be effectively used because of technological or other changes in work methods or changes in the nature, extent or organisation of the functions of the Department; or

c) the duties usually performed by the employee are to be performed in a different locality and the employee is not willing to perform the duties at the other locality and the Secretary has determined that these provisions will apply to that employee.

F6. Within the first month of an excess employee situation being identified, the Secretary:

a) will advise, in writing, the employee(s) directly affected of the situation, the reasons and scope; and

b) will hold discussions with the employee(s) (and/or their representatives where requested by the employee); and

c) may offer affected employees a voluntary termination of employment (commencement of the Consideration Period).

Voluntary Termination

F7. Where the Secretary has made an offer of a voluntary termination of employment, the employee will be given a period of 2 months, i.e. the Consideration Period, to accept the offer of voluntary termination of employment. The offer must state when the Secretary proposes to issue the termination notice if the offer is accepted.

F8. If an employee accepts an offer of voluntary termination of employment, the Secretary must issue a "notice of termination" under s29 of the Public Service Act 1999 on the grounds that the employee is excess to the requirements of the Department, at the time set out in the offer, unless:

- another time has been agreed; or
- the Secretary and the employee agree not to proceed with the voluntary termination of employment.

F9. Job swaps will be available until the end of the Consideration Period where an employee who is excess but does not want a voluntary termination of their employment, swaps jobs with an employee from within the Department or from another agency who is not excess but who wants voluntary termination of employment, subject to the Secretary's approval on a case by case basis.

Financial Information (i.e. notice of entitlements)

F10. At the time of the offer of voluntary termination of employment or as soon as possible thereafter but, in any event, no later than one month after the offer the Secretary must give an employee the following financial information:

a) the amount of severance pay, pay in lieu of notice and paid up leave credits; and

b) superannuation entitlements upon voluntary termination; and

c) options open to the employee in relation to superannuation; and

d) taxation rules applying to payments to the employee.

The department will not be bound by this financial information in the event that any errors in the calculations are identified at a later date.

F11. Potentially excess and excess employees will be able to access reimbursement up to a maximum of $600 for the purpose of seeking financial advice.

Career Transition Assistance

F12. At the time of the offer of voluntary termination of employment or as soon as possible thereafter but, in any event, no later than one month after the offer, the employee will be provided with Career Transition Assistance which will include:

a) advice on the re-assignment and redundancy process; and

b) a point of contact for individual queries; and

c) assistance with identifying re-assignment opportunities; and

d) training/redeployment assistance.

Shortening the Consideration Period

F13. The two month Consideration Period can be reduced. This is subject to the employee advising that they have been provided with access to the financial information the employee requires, and the agreement of the Secretary.

F14. The employee will be paid in lieu for the unexpired portion of the Consideration Period at the date of termination of the employee's employment.

F15. The Secretary cannot require an employee to reduce this period and only an employee can request that their period be shortened.

Severance Pay

F16. An employee who accepts voluntary termination of employment is entitled to the following severance pay:

a) 2 weeks' salary for each completed continuous year of service; and

b) a pro-rata payment for completed continuous months of service since the last completed year of service,

subject to any minimum amount the employee is entitled to under the National Employment Standards.

F17. The minimum amount of severance pay is an amount equal to 4 weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.

F18. Severance pay is calculated on a pro-rata basis for any period of service when the employee worked part time.

Service for Severance Pay Purposes

F19. Service for severance pay purposes means:

a) service in the Department: or

b) Government service as defined in s10 of the Long Service Leave (Commonwealth Employees) Act 1976; or

c) service with a Commonwealth body (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; or

e) APS service immediately preceding deemed resignation under repealed s49 of the Public Service Act 1922, if the service has not previously been recognised for severance pay purposes; or

f) service in another organisation where an employee moved from the APS to that organisation with a transfer of function or where an employee engaged by the organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS and such service is recognised for Long Service Leave purposes.

F20. For earlier periods of service to count, there must be no breaks between the periods of service except where:

a) the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or

b) an employee resigned from the APS on marriage under the repealed s49 of the Public Service Act 1922.

Service Not to Count for Severance Pay Purposes

F21. Any period of service which ceased pursuant to s29(3) or 29(4) of the Public Service Act 1999 or the equivalent previous provisions of the superseded Public Service Act 1922, or an

equivalent provision under other Commonwealth legislation, including termination with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit, will not count as service for severance pay purposes.

F22. Absences from duty which do not count as service for Long Service Leave purposes will not count as service for severance pay purposes.

Redeployment

Redeployment Period

F23. The intention of the redeployment period is to enable excess employees to be reassigned within the APS or to find other suitable employment. Consistent with this intention, during the redeployment period:

a) the Department will continue to provide and resource career transition services and support, and take all reasonable steps to move an excess employee to a suitable vacancy, including to another agency, and to support placements outside the APS consistent with this Agreement; and

b) employees will take all reasonable steps to secure permanent re-assignment or placement.

Redeployment Services

F24. The following provisions will apply to potentially excess and excess employees:

a) the employee can access up to $5000 for payment of external redeployment services or training opportunities that would be expected to enhance the employment prospects of employees. The Secretary may approve a higher amount having regard for the particular circumstances of the excess employee; and

b) the employees will be considered first and in isolation from, and not in competition with, other applicants who are not excess for an advertised vacancy to which the employee seeks transfer but only at or below the employee's level; and

c) suitable trial placements in another organisation including private sector organisations will be funded for up to 3 months where there is an identifiable opportunity for permanent placement and no job swap arrangement is involved. An individual employee may undertake more than one trial placement; and

d) if a suitable vacancy does not exist at the same level within the Department, the Secretary may reassign the employee to a job with a lower classification. If this occurs, the employee will be entitled to income maintenance during the redeployment period to maintain their level of salary.

Leave and Expenses to Seek Employment

F25. An employee will be entitled to reasonable paid leave to attend necessary employment interviews, from the date the employee is an excess employee.

F26. Where expenses to attend interviews are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred.

Leave during Redeployment Period

F27. The Secretary will extend the redeployment period for absence on leave for personal illness or injury that is supported by appropriate evidence or Paid or Unpaid Maternity Leave under the Maternity Leave (Commonwealth Employees) Act 1973 including the additional two weeks of paid leave provided under Clause D21 during the redeployment period where the period of absence exceeds one week. The redeployment period will not be extended for other absences except where the Secretary considers there were compelling reasons for taking such leave and the employee's ability to participate in the re-assignment process has been significantly affected by the absence.

Moving Household

F28. Where it is necessary as a result of assignment or reduction in classification for an excess employee to move the employee's household to a new locality, the employee will be entitled to reasonable expenses.

Involuntary Termination after Unsuccessful Reassignment

F29. The employment of excess employees who have not been reassigned at the end of the redeployment period may have their employment terminated without their consent. Termination of employment will take effect at the end of the redeployment period, including any extension of the redeployment period consistent with the paragraph above.

F30. An employee whose employment is to be involuntarily terminated after unsuccessful reassignment will be provided with relevant financial information at the time the Secretary issues the 'notice of termination'.

F31. In deciding whether to terminate the employment of an excess employee, the Secretary will take account of any re-assignment process that may be in progress.

F32. Where an excess employee's employment is terminated during or at the end of the redeployment period they will be paid redundancy pay in accordance with the National Employment Standards.

Notice of Termination (i.e. notice periods)

F33. An employee's employment is terminated by the Secretary giving the employee a notice of termination under s29 of the Public Service Act 1999 on the grounds that the employee is excess to the requirements of the Agency. The notice period is:

a) 5 weeks—if the employee is at least 45 years old and has at least 5 years' continuous service; or

b) 4 weeks—in any other case.

F34. The Secretary may terminate the employment of an employee before the end of the notice period. If this occurs, a payment in lieu of notice must be made of the amount of salary which the employee would have received had the employee worked until the end of the notice period.

F35. In situations where an employee's employment is to be terminated at the end of a redeployment period the period of notice will as far as practicable be concurrent with the redeployment period.

Reduction in Classification

F36. Where the Secretary proposes to reduce an excess employee's classification, the employee will be given no less than one months' notice of the reduction in classification.

F37. Where an excess employee's classification is reduced, the employee's salary immediately preceding the date of reduction will be maintained for the unexpired portion of the redeployment period.

Reviews

F38. Rights of review against the giving of notice of reduction in classification are described in the Review of Actions Policy. Rights of review against the giving of notice of retrenchment will be in accordance with the termination of employment provisions of the Fair Work Act 2009.

Agreement Not to Prevent Other Action

F39. Nothing in these provisions will prevent the reduction in classification of an employee, or the termination of an employee's employment as a result of action under the provisions of the Public Service Act 1999 relating to breaches of the Code of Conduct, physical or mental

incapacity where this impacts on the employee's ability to perform the inherent requirements of their job, unsatisfactory or non-performance of duties, or loss of essential qualifications.

Signatories

For the Commonwealth

..... Date 7 March 2016

Secretary, INDUSTRY HOUSE, BINARA STREET, CANBERRA ACT 2601

Department of Industry, Innovation and Science

For and on behalf of the Commonwealth

Bargaining Representatives

..... Date 8 March 2016

BETH VINCENT-PIETSCH
DEPUTY SECRETARY CPSU

Community and Public Sector Union

40 Brisbane Ave, Barton ACT 2600

signed for and on behalf of the Community and Public Sector Union as a bargaining representative

..... Date .....

Media, Entertainment and Arts Alliance

40 Brisbane Ave, Barton ACT 2000

signed for and on behalf of the Media, Entertainment and Arts Alliance as a bargaining representative

..... Date 9th MARCH 2016

Professionals Australia (Association of Professional Engineers, Scientists and Managers Australia)

Unit 4/7 Napier Close, Deakin ACT 2600

signed for and on behalf of Professionals Australia as a bargaining representative

..... Date 5 MARCH 2016

Employee Nominated Bargaining Representative

Industry House, Binara Street, Canberra City ACT 2601

signed as a bargaining representative

SCHEDULE 1 – APS Classifications, Department's Designations & Salary Rates

S1.1 APS Classifications and the Department's Designations

Classification	Industry, Innovation and Science Enterprise Agreement - Proposed Designation				Classification
	Administrative	Legal	Trade Measurement	Science and Technical	
CRS 2				S&T10a	CRS2
CRS 1*				S&T9a	CRS1*
EL2	EL2	PLC		S & T 10	EL2
				S & T 9	
				S & T 8	
EL1	EL1	SLC	ARM	S & T 7	EL1
APS6	APS6	LC3	STMO	S & T 6	APS6
APS5	APS5	LC2	TMO2	S & T 5	APS5
APS4	APS4	LC1	TMO1	S & T 4	APS4
APS3	APS3		ATMO	S & T 3	APS3
APS2	APS2			S & T 2	APS2
APS1	APS1			S & T 1	APS1

The table excludes Training classifications
S&T 9a and S&T 10a includes employees at the CRS1 and CRS2 classifications immediately prior to commencement of the agreement. ***CRS1 cannot advance to CRS2 classification**

Indicates 'Hard Barrier' between classifications - Full Merit process required to cross.

Indicates 'Firm Barrier' between classifications - Must satisfy internal requirements to cross

S1.2 Translation of designations from One Innovation Agreement 2011

Note: This Agreement contains transitional provisions for employee affected by this table. See clauses B14-15.

Designation under One Innovation Enterprise Agreement 2011	Pay Point	Designation under Industry Enterprise Agreement 2016
PAO1	1	APS 4
	2	
	3	APS 5
	4	
PAO 2	1	APS 6
	2	
	3	
PAO 3	1	Executive Level 1
	2	
	3	
SPAO1	1	Executive Level 2
SPAO2	1	Executive Level 2
SO E A	1	Executive Level 2
PO 1	1	APS 2
	2	
	3	APS 3
	4	
	5	APS 4
	6	APS 5
	7	
PO 2	1	APS 6
	2	
	3	
SO(P)C / SPOC	1	Executive Level 1
	2	
	3	
SO(P)A / SPOA	1	Executive Level 2
SO(P)B / SPOB	1	Executive Level 2
	2	
	3	

Designation under One Innovation Enterprise Agreement 2011	Pay Point	Designation under Industry Enterprise Agreement 2016
ITO1	1	APS 4
	2	
	3	
ITO2	1	APS 6
	2	
	3	
SO(IT) C / SITOC	1	Executive Level 1
	2	
	3	
SO(IT)B / SITOB	1	Executive Level 2
	2	
	3	
SO(IT)A / SITOA	1	Executive Level 2
TO2	1	APS 3
	2	
	3	
TO3	1	APS 5
	2	
	3	
TO4	1	APS 6
	2	
	3	
SO(T)C	1	Executive Level 1
	2	
	3	
SO(T)B	1	Executive Level 2
	2	
	3	

Designation under One Innovation Enterprise Agreement 2011	Pay Point	Designation under Industry Enterprise Agreement 2016
NMI 1	1	S&T1
	2	
	3	
NMI2	1	S&T2
	2	
	3	
NMI3	1	S&T3
	2	
	3	
NMI4	1	S&T4
	2	
	3	
	4	
	5	
NMI5	1	S&T5
	2	
	3	
	4	
NMI6	1	S&T6
	2	
	3	
	4	
	5	
	6	
NMI7	1	S&T7
	2	
	3	
	4	
	5	
NMI8	1	S&T8
	2	
	3	
	4	
	5	
	6	
NMI9 CRS1	1	S&T9 S&T9a
	2	
	3	
	4	
	5	
NMI10 CRS2	1	S&T10 S&T10a
	2	
	3	

S1.3 Administrative Stream

S1.3.1

Note: Transitional arrangements will apply for employees whose salary are below the minimum salaries as set out in the below Administrative Stream table (see clause B13).

Administrative Stream APS Classifications, Local Designations and Salary Rates for Industry, Questacon and Employees at the NMI and AAO who occupy an Administrative position.						
APS Classification	Industry Designation	Pay Point	Annual Salary Prior to Commencement of the Agreement	3% On Commencement	2% 12 months after Commencement	1% 24 months after Commencement
APS 1	APS Level 1	1	$ 44,127	$ 45,451	$ 46,360	$ 46,823
		2	$ 46,425	$ 47,818	$ 48,774	$ 49,262
		3	$ 48,393	$ 49,845	$ 50,842	$ 51,350
APS 2	APS Level 2	1	$ 49,912	$ 51,409	$ 52,438	$ 52,962
		2	$ 52,709	$ 54,290	$ 55,376	$ 55,930
		3	$ 55,676	$ 57,346	$ 58,493	$ 59,078
APS 3	APS Level 3	1	$ 56,051	$ 57,733	$ 58,887	$ 59,476
		2	$ 58,472	$ 60,226	$ 61,431	$ 62,045
		3	$ 60,774	$ 62,597	$ 63,849	$ 64,488
APS 4	APS Level 4	1	$ 62,912	$ 64,799	$ 66,095	$ 66,756
		2	$ 65,398	$ 67,360	$ 68,707	$ 69,394
		3	$ 67,909	$ 69,946	$ 71,345	$ 72,059
APS 5	APS Level 5	1	$ 69,191	$ 71,267	$ 72,692	$ 73,419
		2	$ 71,069	$ 73,201	$ 74,665	$ 75,412
		3	$ 73,000	$ 75,190	$ 76,694	$ 77,461
APS 6	APS Level 6	1	$ 78,842	$ 81,207	$ 82,831	$ 83,660
		2	$ 83,488	$ 85,993	$ 87,712	$ 88,590
		3	$ 85,500	$ 88,065	$ 89,826	$ 90,725
EL 1	Executive Level 1	1	$ 97,626	$ 100,555	$ 102,566	$ 103,592
		2	$ 101,278	$ 104,316	$ 106,403	$ 107,467
		3	$ 103,679	$ 106,789	$ 108,925	$ 110,014
EL 2	Executive Level 2	1	$ 117,732	$ 121,264	$ 123,689	$ 124,926
		2	$ 123,787	$ 127,501	$ 130,051	$ 131,351
		3	$ 126,758	$ 130,561	$ 133,172	$ 134,504

Training Classifications						
Training Classification		Pay Point	Annual Salary Prior to Commencement of the Agreement	3% On Commencement	2% 12 months after Commencement	1% 24 months after Commencement
Graduate APS	APS Level 3	1	$ 56,051	$ 57,733	$ 58,887	$ 59,476
APS Trainee	APS Level 1	1	$ 44,127	$ 45,451	$ 46,360	$ 46,823
		2	$ 46,425	$ 47,818	$ 48,774	$ 49,262
		3	$ 48,393	$ 49,845	$ 50,842	$ 51,350
	APS Level 2	1	$ 49,912	$ 51,409	$ 52,438	$ 52,962
		2	$ 52,709	$ 54,290	$ 55,376	$ 55,930
		3	$ 55,676	$ 57,346	$ 58,493	$ 59,078

S1.4 Science & Technical Stream

S1.4.1

Science and Technical Stream APS Classifications, Local Designations and Salary Rates for NMI employees and transitioned AAO employees. For further detail on the operation of this table for AAO employees please see Clause B10.						
APS Classification	Industry Designation	Pay Point	Annual Salary Prior to Commencement of the Agreement	3% On Commencement	2% 12 months after Commencement	1% 24 months after Commencement
APS 1	S&T1	1	$ 40,679	$ 41,899	$ 42,737	$ 43,165
		2	$ 44,536	$ 45,872	$ 46,790	$ 47,257
		3	$ 48,393	$ 49,845	$ 50,842	$ 51,350
APS 2	S&T2	1	$ 49,961	$ 51,460	$ 52,489	$ 53,014
		2	$ 51,528	$ 53,074	$ 54,135	$ 54,677
		3	$ 53,097	$ 54,690	$ 55,784	$ 56,342
APS 3	S&T3	1	$ 54,536	$ 56,172	$ 57,296	$ 57,868
		2	$ 56,701	$ 58,402	$ 59,570	$ 60,166
		3	$ 58,861	$ 60,627	$ 61,839	$ 62,458
APS 4	S&T4	1	$ 60,428	$ 62,241	$ 63,486	$ 64,121
		2	$ 61,844	$ 63,699	$ 64,973	$ 65,623
		3	$ 63,260	$ 65,158	$ 66,461	$ 67,126
		4	$ 64,677	$ 66,617	$ 67,950	$ 68,629
		5	$ 66,092	$ 68,075	$ 69,436	$ 70,131
APS 5	S&T5	1	$ 67,797	$ 69,831	$ 71,228	$ 71,940
		2	$ 69,208	$ 71,284	$ 72,710	$ 73,437
		3	$ 70,621	$ 72,740	$ 74,194	$ 74,936
		4	$ 72,030	$ 74,191	$ 75,675	$ 76,431
APS 6	S&T6	1	$ 74,196	$ 76,422	$ 77,950	$ 78,730
		2	$ 76,672	$ 78,972	$ 80,552	$ 81,357
		3	$ 79,148	$ 81,522	$ 83,153	$ 83,984
		4	$ 81,625	$ 84,074	$ 85,755	$ 86,613
		5	$ 84,810	$ 87,354	$ 89,101	$ 89,992
		6	$ 86,575	$ 89,172	$ 90,956	$ 91,865
EL 1	S&T7	1	$ 93,975	$ 96,794	$ 98,730	$ 99,717
		2	$ 96,437	$ 99,330	$ 101,317	$ 102,330
		3	$ 98,899	$ 101,866	$ 103,903	$ 104,942
		4	$ 101,361	$ 104,402	$ 106,490	$ 107,555
		5	$ 102,334	$ 105,404	$ 107,512	$ 108,587
EL 2	S&T8	1	$ 111,677	$ 115,027	$ 117,328	$ 118,501
		2	$ 114,444	$ 117,877	$ 120,235	$ 121,437
		3	$ 117,210	$ 120,726	$ 123,141	$ 124,372
		4	$ 119,977	$ 123,576	$ 126,048	$ 127,308
		5	$ 122,743	$ 126,425	$ 128,954	$ 130,243
		6	$ 128,089	$ 131,932	$ 134,570	$ 135,916
EL 2	S&T9 S&T9a	1	$ 124,578	$ 128,315	$ 130,882	$ 132,190
		2	$ 128,088	$ 131,931	$ 134,569	$ 135,915
		3	$ 131,394	$ 135,336	$ 138,043	$ 139,423
		4	$ 134,712	$ 138,753	$ 141,528	$ 142,944
		5	$ 138,034	$ 142,175	$ 145,019	$ 146,469
EL 2	S&T10 S&T10a	1	$ 143,450	$ 147,754	$ 150,709	$ 152,216
		2	$ 148,864	$ 153,330	$ 156,397	$ 157,960
		3	$ 159,696	$ 164,487	$ 167,777	$ 169,454
*CRS1 cannot advance to CRS2						

S1.5 AAO Employees

Note: This Agreement does not provide for any general salary increases for AAO employees (see clause B16). Employees may become eligible for general salary increases once they transition to the Science & Technical Stream (see clause B10).

APS Classifications, AAO Designations and Salary Rates				
APS Classification	AAO Designation	Pay Point	Annual Salary Prior to Commencement of the Agreement	Annual Salary from Commencement of the Agreement
APS 1	AAO Level 1	1	$ 37,787	$ 37,787
		2	$ 38,705	$ 38,705
		3	$ 39,620	$ 39,620
		4	$ 40,537	$ 40,537
APS 2	AAO Level 2	1	$ 48,098	$ 48,098
		2	$ 49,600	$ 49,600
		3	$ 51,107	$ 51,107
		4	$ 52,219	$ 52,219
		5	$ 54,113	$ 54,113
APS 3	AAO Level 3	1	$ 56,196	$ 56,196
		2	$ 58,109	$ 58,109
		3	$ 60,021	$ 60,021
		4	$ 61,934	$ 61,934
		5	$ 63,839	$ 63,839
		6	$ 65,756	$ 65,756
APS 4	AAO Level 3 Upper	1	$ 67,665	$ 67,665
		2	$ 69,577	$ 69,577
		3	$ 71,498	$ 71,498
APS 5	AAO Level 4	1	$ 73,930	$ 73,930
		2	$ 76,362	$ 76,362
		3	$ 78,794	$ 78,794
		4	$ 81,227	$ 81,227
		5	$ 83,659	$ 83,659
APS 6	AAO Level 5	1	$ 87,198	$ 87,198
		2	$ 90,736	$ 90,736
		3	$ 94,273	$ 94,273
EL 1	AAO Level 6	1	$ 99,733	$ 99,733
		2	$ 105,146	$ 105,146
		3	$ 110,559	$ 110,559
		4	$ 115,974	$ 115,974
EL 2	AAO Level 7	1	$ 119,351	$ 119,351
		2	$ 122,729	$ 122,729
		3	$ 126,108	$ 126,108
		4	$ 129,484	$ 129,484
		5	$ 132,861	$ 132,861

Science and Technical Stream Roles

S1.5.2 The Secretary will determine roles to be incorporated into the Science and Technical Stream using the following definition:

Roles included in the science and technology stream are those where the Secretary determines that the function of the position requires:

a) a formal qualification in science or engineering at the degree level or higher; or

b) a technical qualification at Certificate IV level or higher, and/or registration by a State or Territory to work in a trade; or

c) other qualifications, knowledge or experience determined by the Secretary.

To satisfy this definition the work undertaken must either wholly or to a substantial and demonstrable extent be directly undertaking or supporting the conduct of scientific activities related to research, analysis, regulation or education. This would not normally include roles that predominantly undertake administrative, policy or program delivery functions in support of or related to scientific activities.

S1.6 Trade Measurement Stream

S1.6.1

Trade Measurement Stream						
APS Classification	NMI Designation	Pay Point	Annual Salary Prior to Commencement of the Agreement	3% On Commencement	2% 12 months after Commencement	1% 24 months after Commencement
APS 3	ATMO	1	$ 54,536	$ 56,172	$ 57,296	$ 57,868
		2	$ 56,701	$ 58,402	$ 59,570	$ 60,166
		3	$ 58,861	$ 60,627	$ 61,839	$ 62,458
APS 4	TMO1	1	$ 60,428	$ 62,241	$ 63,486	$ 64,121
		2	$ 61,844	$ 63,699	$ 64,973	$ 65,623
		3	$ 63,260	$ 65,158	$ 66,461	$ 67,126
		4	$ 64,677	$ 66,617	$ 67,950	$ 68,629
		5	$ 66,092	$ 68,075	$ 69,436	$ 70,131
APS 5	TMO2	1	$ 67,797	$ 69,831	$ 71,228	$ 71,940
		2	$ 69,208	$ 71,284	$ 72,710	$ 73,437
		3	$ 70,621	$ 72,740	$ 74,194	$ 74,936
		4	$ 72,030	$ 74,191	$ 75,675	$ 76,431
APS 6	STMO	1	$ 74,196	$ 76,422	$ 77,950	$ 78,730
		2	$ 76,672	$ 78,972	$ 80,552	$ 81,357
		3	$ 79,148	$ 81,522	$ 83,153	$ 83,984
		4	$ 81,625	$ 84,074	$ 85,755	$ 86,613
		5	$ 84,810	$ 87,354	$ 89,101	$ 89,992
		6	$ 86,575	$ 89,172	$ 90,956	$ 91,865
EL 1	ARM	1	$ 93,975	$ 96,794	$ 98,730	$ 99,717
		2	$ 96,437	$ 99,330	$ 101,317	$ 102,330
		3	$ 98,899	$ 101,866	$ 103,903	$ 104,942
		4	$ 101,361	$ 104,402	$ 106,490	$ 107,555
		5	$ 102,334	$ 105,404	$ 107,512	$ 108,587
ATMO Assistant Trade Measurement Officer			STMO Senior Trade Measurement Officer			
TMO Trade Measurement Officer			ARM Assistant Regional Manager			

S1.6.2 Progression of an Assistant Trade Measurement Officer (ATMO) to Trade Measurement Officer (TMO) will be in accordance with the Prescribed Qualification requirements for appointment as a Trade Measurement Inspector under the National Trade Measurement Regulations, 2009.

S1.7 Legal Stream

S1.7.1

Legal Stream						
APS Classification	Industry Designation	Pay Point	Annual Salary Prior to Commencement of the Agreement	3% On Commencement	2% 12 months after Commencement	1% 24 months after Commencement
APS 4	LC1	1	$ 63,551	$ 65,458	$ 66,767	$ 67,434
APS 5	LC2	1	$ 69,191	$ 71,267	$ 72,692	$ 73,419
APS 6	LC3	1	$ 78,842	$ 81,207	$ 82,831	$ 83,660
		2	$ 81,233	$ 83,670	$ 85,343	$ 86,197
		3	$ 85,000	$ 87,550	$ 89,301	$ 90,194
EL 1	SLC	1	$ 97,626	$ 100,555	$ 102,566	$ 103,592
		2	$ 103,942	$ 107,060	$ 109,201	$ 110,293
		3	$ 113,908	$ 117,325	$ 119,672	$ 120,868
		4	$ 117,000	$ 120,510	$ 122,920	$ 124,149
EL 2	PLC	1	$ 122,440	$ 126,113	$ 128,635	$ 129,922
		2	$ 126,138	$ 129,922	$ 132,521	$ 133,846
		3	$ 130,999	$ 134,929	$ 137,628	$ 139,004
LC	**Legal Counsel**	**PLC**	**Principal Legal Counsel**			
SLC	**Senior Legal Counsel**					

Legal Stream Eligibility

S1.7.2 For Legal Counsel 1 & 2 (APS4 & 5 respectively) roles:

a) a degree in Laws from an Australian tertiary institution or a comparable overseas qualification which is appropriate to the duties of the classification; or

b) admission as a legal practitioner, however described, of the High Court or the Supreme Court of an Australian State or Territory; and

c) if the Secretary determines that it is required, possession of a current restricted practising certificate issued by the ACT Law Society, or the obtaining of such a certificate within 3 months of commencing employment with the Department.

S1.7.3 For all other roles in the Legal Stream:

a) admission as a legal practitioner, however described, of the High Court or the Supreme Court of an Australian State or Territory; and

b) if the Secretary determines that it is required, possession of a current restricted practising certificate issued by the ACT Law Society, or the obtaining of such a certificate within 3 months of commencing employment with the Department.

SCHEDULE 2 – Matters Relating to Specific Groups of Employees

S2.1 NMI Employees

Special Regional Conditions

S2.1.1 An employee engaged by NMI because of, and immediately following, the transfer of a State and Territory trade measurement function to the Commonwealth, and who was located in Cairns, Darwin, Rockhampton, or Townsville on 1 July 2010, will be entitled to the provisions set out below whilst they remain at those locations.

Location	Provisions
Cairns	Five additional days paid Recreation Leave per year. An allowance of: $50.70 per fortnight for an employee with dependant(s); $25.35 per fortnight for an employee without dependant(s).
Darwin	Ten additional days paid Recreation Leave per year. An allowance of $36.81 per fortnight for an employee with dependant(s).
Rockhampton	An allowance of: $26.60 per fortnight for an employee with dependant(s); $13.30 per fortnight for an employee without dependant(s).
Townsville	Five additional days paid Recreation Leave per year. An allowance of: $43.40 per fortnight for an employee with dependant(s); $21.70 per fortnight for an employee without dependant(s).

The allowance provided above shall be paid to an employee absent on paid leave (e.g. Recreation Leave, Personal/Carer's Leave, Long Service Leave), but shall not be paid during periods of leave without pay. Part-time employees are entitled to a pro-rata payment of the allowance.

Employees who take up duty with NMI in Alice Springs, Cairns, Darwin, Rockhampton or Townsville in circumstances other than those described above will not be entitled to receive these provisions. Where an employee is to be relocated to one of the special regions, relocation assistance may be provided on a case by case basis as per the Department's Relocation Policy.

Special regional conditions, including the provisions above, may be reviewed and adjusted by the Secretary from time to time. Any such review will not diminish an employee's entitlement under this Agreement.

S2.2 AAO Employees

AAO Shiftwork Arrangements

S2.2.1. An employee will be considered a shiftworker if rostered to perform ordinary duty outside the bandwidth for ordinary hours of 7.00am to 7.00pm, Monday to Friday, and/or on a Saturday, Sunday or public holiday for an ongoing or fixed period.

S2.2.2. Except at the regular change-over of shifts, an employee may not work more than one shift in each 24 hours.

S2.2.3. Shiftworkers may exchange shifts by mutual agreement, provided that

a) they have the consent of the Operations Manager;

b) the daily limit provision of clause S2.2.2 is satisfied; and

c) the arrangement would not result in overtime or emergency duty payment for either party

S2.2.4. AAO employees working shift are provided with an AAO vehicle for transportation to site. Limited personal non-commercial use is permitted.

S2.2.5. AAO employees working shift may avail themselves of an evening meal as provided by the ANU Lodge. The meal cannot, however, be converted into a payment if the employee elects not to partake.

Afternoon Shift

S2.2.6. The afternoon shift shall be a 7 day roster followed by 2 consecutive rostered days off. The duration of each shift should normally be at least 7 hours 30 minutes, plus a minimum meal break of half an hour. If a meal break of more than 30 minutes is taken, the additional time above the 30 minutes shall be added on to the finishing time.

S2.2.7. The bandwidth for afternoon shift will be from 12.00pm to 12.00am, Monday to Sunday. Where an employee working on afternoon shift is directed to work longer than 7 hours 30 minutes either before or after their shift or outside the bandwidth, the Flextime and Overtime provisions will apply with the added exceptions:

a) the net flextime debit that may be accumulated during the 7 day shift period should not exceed five hours; and

b) flex leave taken whilst on afternoon shift should only be used on an infrequent basis and not as a means of shortening the normal duration of shifts.

Night Shift

S2.2.8. The night shift shall be a 7 day roster followed by 2 consecutive rostered days off. The duration of each shift is between sunset and sunrise and is determined by the requirements of the observer, instrument and the observing programme. As the duration of the night shift is longer than a standard working day, a loading is included in the shift allowance payment to recognise this.

S2.2.9. The AAO shall provide employees working night shiftwork with accommodation at the ANU Lodge at the conclusion of each night shift. This provision cannot be converted into a payment if the employee elects not to partake.

S2.2.10. Flexible Working Hours and Flextime provisions do not apply to employees whilst on night shift.

Rostered Shifts & Public Holidays

S2.2.11. Where, in a cycle of shifts on a regular roster, a shiftworker is required to perform rostered duty on each of the days of the cycle, and a prescribed public holiday falls on a day on which the employee is rostered off duty, the employee will be granted one day's leave in lieu

to be taken within one month of the public holiday. Where it is not practicable to grant a day off in lieu, the employee will be paid one day's pay at the ordinary rate.

Additional Recreation Leave

S2.2.12. Shift-workers who are regularly rostered to work on Sundays and public holidays will be granted an additional one week's leave equivalent to their ordinary weekly hours of duty each year. A shift-worker who is rostered to perform duty on less than 10 Sundays during the accrual period will be granted additional leave at the rate of one-tenth of a working week for each Sunday rostered. This additional leave credit will be subject to the same terms and conditions as Recreation Leave credits.

Inclusion of overtime shifts.

S2.2.13. A rostered Sunday overtime shift will not count for the purposes of S2.2.12 where it is less than 3 hours duration. A rostered overtime shift that commences or ceases on a Sunday will be deemed to be a Sunday overtime shift for the purposes of S2.2.12

Shift Allowance

S2.2.14. A shift allowance is payable to all shiftworkers and replaces penalty payments, meal allowances, overtime associated with the night shift, on call allowances and telephone allowances.

S2.2.15. The shift allowance is not included in the calculation of overtime salary or any other allowance based on salary.

S2.2.16. Shift allowances are paid to employees working night shifts for more than 21 nights a year or afternoon shifts for 3 or more weeks a year. The shift allowance replaces penalty payments, overtime associated with the night shift, on call allowances and telephone allowances.

S2.2.17. The shift allowances shall be calculated as follows:

S2.2.18. For all AAO Telescope night assistants working more than 21 nights a year, a shift allowance per night of 3.57%/7 = 0.51% of the salary applicable to the top of level 4

S2.2.19. For all observers on the Schmidt Telescope working more than 21 nights a year, a shift allowance of 0.51% per night of the salary applicable to the top of level 4

S2.2.20. For all afternoon shift technicians, a shift allowance per night of 1.20%/7 = 0.17% of the salary applicable to the top of level 4.

Coonabarabran District Entitlements

S2.2.21. An employee who relocates permanently to Coonabarabran to take up employment with the AAO, is entitled to the district allowance at the rate of $900 a year for those without dependents and $1800 for those with eligible dependents.

S2.2.22. An eligible dependant/eligible partner is a dependent or partner who resides with the employee, and whose income is no more than the federal minimum wage. An employee with a spouse or partner who is also entitled to the payment of district allowance will be regarded as an employee without dependents for the calculation of the district allowance.

S2.2.23. Where an employee is entitled to the payment of district allowance on the day immediately prior to the commencement of a period of Recreation Leave, the payment of district allowance will continue during the Recreation Leave, irrespective of where the employee resides during the leave.

S2.2.24. The annual Recreation Leave entitlement under clause D14 of employees stationed at Coonabarabran will be increased by 2 days per annum.

Non-Ongoing Employees Full Term Bonus

S2.2.25. Non-ongoing employees who had an entitlement to a “Full Term Bonus” under the terms of clause 13.8 of the Anglo-Australian Telescope Board Enterprise Agreement 2007–2010, will retain that entitlement so long as they are employed continuously in the AAO.

Non-Ongoing Employees Redundancy Entitlement

S2.2.26. Where a non-ongoing employee’s (who was previously covered by the Anglo-Australian Telescope Board Enterprise Agreement 2007–2010 and whose employment has been continuous) position has become redundant because external funding essential to the employee’s position ceases, or AAO no longer requires anyone to perform the work that the employee has been performing, the Managing Excess Employees provisions of this Agreement shall apply.

S2.2.27. For the purposes of this Agreement, breaks between non-ongoing appointments of up to three months in total in any 12 month period will not constitute a break in continuous service.

SCHEDULE 3 – Supported Salary Rates and Conditions of Employment

S3.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of the this Agreement.

S3.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

Eligibility Criteria

S3.3 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

S3.4 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

Supported Wage Rates

S3.5 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity (clause S3.4)	% of Prescribed Salary
10% *	10%
20%	20%
30%	30%

40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

S3.5 Provided that the minimum amount payable per week shall be not less than the minimum amount determined by the Fair Work Commission from time to time.

S3.6 Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

Assessment of Capacity

S3.7 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

S3.8 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

Lodgement of SWS wage assessment agreement

S3.9 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

S3.10 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of Assessment

S3.11 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

Other Terms and Conditions of Employment

S3.12 Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

Trial Period

S3.13 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding

12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

S3.14 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

S3.15 The minimum amount payable to the employee during the trial period must be no less than $81 per week.

S3.16 Work trials should include induction or training as appropriate to the job being trialled.

S3.17 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clauses S3.7 and S3.8.

SCHEDULE 4 – War Service Sick Leave

S4.1 A war caused condition means an injury or disease of an employee that has been determined under the relevant legislation to be war-caused or defence-caused.

Credits: Employees May Accrue Two Separate Credits

S4.2 Employees are allotted a nine week, once only, special credit of War Service Sick Leave on commencement of ongoing employment in the APS. If the employee was eligible for War Service Sick Leave during a previous period of APS employment, on re-joining the APS the special credit allotted, will be any special credit that remained unused on the final day of the previous APS employment.

S4.3 In addition to the special credit, ongoing employees are allotted a three week credit (annual credits) of War Service Sick Leave on commencement, and after each subsequent twelve months service. Unused annual credits will accumulate, subject to a maximum annual credit balance of nine weeks. If the employee was eligible for War Service Sick Leave during a previous period of APS employment, on re-joining the APS any unused accrued annual credits can be brought forward, subject to the maximum annual credit of nine weeks.

S4.4 War Service Sick Leave accruals will be deferred by any periods where an employee has been absent on leave without pay which does not count as service, or for any unauthorised absence.

Grants

S4.5 Approval of War Service Sick Leave will be subject to the provision of a medical certificate stating the nature of the medical condition, and a statement from the Department of Veterans' Affairs stating the medical condition is a war-caused condition.

S4.6 Leave from annual credits may not be granted until the special credit has expired.

Rate of Pay

S4.7 War Service Sick Leave is paid, and counts as service for all purposes.

Credits Expired

S4.8 Where an employee's War Service Sick Leave credits have expired, Personal/Carer's Leave provisions will apply.

Prior Service

S4.9 Leave that counts as service for Personal/Carer's Leave purposes will be deemed to count as service for War Service Sick Leave purposes.

SCHEDULE 5 – Consultation on Major Change

S5.1. This term applies if the Department (the employer):

a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

S5.2. For a major change referred to in clause S5.1(a):

a) the employer must notify the relevant employees of the decision to introduce the major change; and

b) clauses S5.3 to S5.9 apply.

S5.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.

S5.4. If:

a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

S5.5. As soon as practicable after making its decision, the employer must:

a) discuss with the relevant employees:

i) the introduction of the change; and

ii) the effect the change is likely to have on the employees; and

iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

b) for the purposes of the discussion—provide, in writing, to the relevant employees:

i) all relevant information about the change including the nature of the change proposed; and

ii) information about the expected effects of the change on the employees; and

iii) any other matters likely to affect the employees.

S5.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

S5.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

S5.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause S5.2(a) and clauses S5.3 and S5.5 are taken not to apply.

S5.9. In this term, a major change is likely to have a significant effect on employees if it results in:

a) the termination of the employment of employees; or

b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

d) the alteration of hours of work; or

e) the need to retrain employees; or

f) the need to relocate employees to another workplace; or

g) the restructuring of jobs.

S5.10. For a change referred to in clause S5.1(b):

a) the employer must notify the relevant employees of the proposed change; and

b) clauses S5.11 to S5.15 apply.

S5.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.

S5.12. If:

a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

b) the employee or employees advise the employer of the identity of the representative;

c) the employer must recognise the representative.

S5.13. As soon as practicable after proposing to introduce the change, the employer must:

a) discuss with the relevant employees the introduction of the change; and

b) for the purposes of the discussion—provide to the relevant employees:

i) all relevant information about the change, including the nature of the change; and

ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

S5.14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

S5.15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

S5.16. In this term relevant employees means the employees who may be affected by a change referred to in clause S5(1).

SCHEDULE 6 – Dispute Resolution Procedure

S6.1 If a dispute relates to:

a) a matter arising under this Agreement; or

b) the National Employment Standards;

this term sets out procedures to settle the dispute.

S6.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

S6.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

S6.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

S6.5 The Fair Work Commission may deal with the dispute in 2 stages:

a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

i. arbitrate the dispute; and

ii. make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission 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.

S6.6 While the parties are trying to resolve the dispute using the procedures in this term:

a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

i. the work is not safe; or

ii. applicable occupational health and safety legislation would not permit the work to be performed; or

iii. the work is not appropriate for the employee to perform; or

iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

S6.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

Australian Government
Department of Industry, Innovation and Science

Commissioner Lee
Fair Work Commission
11 Exhibition St
Melbourne VIC 3000

Dear Commissioner

Department of Industry, Innovation and Science Enterprise Agreement 2016-2019

Further to your email dated 22 March 2016, the Commonwealth of Australia represented by the Department of Industry, Innovation and Science (**Department**) provides the following undertaking to the Fair Work Commission, in accordance with section 190 of the *Fair Work Act 2009*.

> With respect to its employees covered by the *Department of Industry, Innovation and Science Enterprise Agreement 2016-2019*, if approved, the Department undertakes that it will pay an APS 1 Questacon casual shiftworker, for the first three hours of overtime on a Saturday, a loading (in addition to the loading under clause B27) of 75% of their Ordinary Time Rate.

Yours faithfully

Natalie Marsh

industry.gov.au
Industry House - 10 Binara Street, Canberra City, ACT 2601
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1