

**Safe Work Australia
Enterprise Agreement
2015 - 2018**

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PART A FORMAL ACCEPTANCE OF AGREEMENT AND SIGNATORIES

The Agency

Signed for and on behalf of **Safe Work Australia** by its authorised signatory in the presence of:

James
Signature of witness

Kylie James
Full name of witness

2 Phillip Law St Canberra
Address of witness ACT 2601

M. Baxter
Signature of authorised signatory

Michelle BAXTER
Full name of authorised signatory

Chief Executive Officer
Position of authorised signatory

2 Phillip Law St Canberra
Address of authorised signatory ACT 2601

Employees

Signed for and on behalf of the CPSU as a bargaining representative in the presence of:

[Signature]
Signature of witness

AIDAN NASH
Full name of witness

40 BRISBANE AV BARTON ACT
Address of witness 2600

[Signature]
Signature

DEPUTY SECRETARY CPSU
Role of signatory (e.g. bargaining representative)

40 BRISBANE AV BARTON ACT
Address of signatory 2600

PART B SCOPE OF THE AGREEMENT

About the Agreement

1. This Agreement shall be known as the *Safe Work Australia Enterprise Agreement 2015–2018* and is made under section 172 of the Fair Work Act.

Coverage

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

Commencement and Duration

3. This Agreement will begin operation seven days after approval by the Fair Work Commission.
4. This Agreement shall nominally expire three years after the date of commencement.

Delegation

5. The Chief Executive Officer may, in writing, delegate any of the Chief Executive Officer's powers or functions under this Agreement (other than under this clause).
6. A person exercising powers or functions under [clause 5](#) must comply with any direction of the Chief Executive Officer.

Policies

7. The operation of this Agreement is supported by Agency policies, procedures and guidelines. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement prevail.
8. The Agency will ensure that all policies, procedures and guidelines are readily available to employees.
9. Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time. The Agency will consult with employees for up to 14 days before any new policy, procedure or guideline, or variation to existing policies, procedures or guidelines, is implemented. Policies, procedures and guidelines apply in the form they are in as at the time of any relevant action/decision.
10. Agency policies, procedures and guidelines do not form part of this Agreement.

PART C REMUNERATION ARRANGEMENTS

Annual Productivity Based Salary Increases

11. The salary rates for all classifications are detailed at Appendices [1](#), [2](#) and [3](#) of this Agreement.
12. Employees will receive salary increases of:
 - a) On commencement of the Agreement, an increase of 2%;
 - b) 12 months after commencement, an increase of 2%; and
 - c) 24 months after commencement, an increase of 2%.

Salary Payment

13. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice.
14. The fortnightly rate of pay is calculated using the following formula: annual rate of pay multiplied by 12 and divided by 313.

Salary Maintenance – Existing Employees

15. If an employee's salary on commencement of this Agreement is higher than the rate for their classification and pay point on commencement of this Agreement, the employee's salary will be maintained at the higher rate. The employee's salary will only be maintained until the applicable rate in [Appendix 1](#) is equal to the maintained salary, at which point the rates in [Appendix 1](#) will apply.

Salary Rates on Commencement

16. On commencement of this Agreement, an employee will receive the salary relevant to their current classification and pay point as specified in [Appendix 1](#), [Appendix 2](#) and [Appendix 3](#).

Salary Advancement

17. On 15 August each year an ongoing employee (excluding employees in the Safe Work Australia Training Broadband) who is not already at the top pay point applying to their current APS classification within the Safe Work Australia General Broadband Structure will advance to the next pay point above if the employee:
 - a) has performed duties in Safe Work Australia at that classification level for a period of at least three continuous months in the Performance Assessment Cycle for the financial year that has just been completed; and
 - b) has received ratings of at least "Satisfactory" for both key deliverables and observable work behaviours as part of the end of the Performance Assessment Cycle for the financial year that has just been completed.

Individual Flexibility Arrangement

18. The Chief Executive Officer and an employee may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement if:

- a) the IFA deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. arrangements regarding travel;
 - iii. overtime rates;
 - iv. penalty rates;
 - v. allowances;
 - vi. remuneration; and/or
 - vii. leave; and
 - b) the arrangement meets the genuine needs of the Agency and the employee in relation to one or more of the matters mentioned above; and
 - c) the arrangement is genuinely agreed to by the Chief Executive Officer and the employee.
19. The Chief Executive Officer must ensure that the terms of the IFA:
- a) are about permitted matters under section 172 of the Fair Work Act; and
 - b) are not unlawful terms under section 194 of the Fair Work Act; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
20. The Chief Executive Officer must ensure that the IFA:
- a) is in writing; and
 - b) includes the name of the employer and the employee; and
 - c) is signed by the Chief Executive Officer and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - i. includes details of: the terms of the Agreement that will be varied by the IFA; and
 - ii. how the IFA will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
 - d) states the day on which the IFA commences.
21. The Chief Executive Officer must give the employee a copy of the IFA within 14 days after it is agreed to.
22. The Chief Executive Officer or the employee may terminate the IFA:
- a) by giving no less than 28 days written notice to the other party to the arrangement; or
 - b) if the Chief Executive Officer and the employee agree in writing — at any time.

Flexible Remuneration and Salary Packaging

23. Employees are entitled to access flexible remuneration and salary packaging. Further details are provided in the *Safe Work Australia Salary Packaging Policy*.
24. Employees may package up to 100% of salary.
25. Where an employee takes up the option of flexible remuneration packaging on a 'salary sacrifice' basis, the employee's salary for purposes of superannuation, severance and termination payments (and any other purpose) will be determined as if the flexible remuneration packaging arrangement had not been entered into.
26. Any fringe benefits tax incurred in relation to an individual employee as a result of his or her salary packaging arrangement will be met by the individual employee.

Determinations on Salary and Classification

27. When making a determination in relation to salary or classification under [clauses 28 to 35](#), the Chief Executive Officer will have regard to the following factors (as relevant):
 - a) the experience, qualifications and skills of the employee;
 - b) the salary payable to, and classification of, the employee in respect of the duties they are currently performing;
 - c) the classification of the employee in relation to their new duties;
 - d) qualifying periods for salary advancement under the Performance and Development Scheme;
 - e) work level standards; and
 - f) the nature of the duties which are to be assigned to the employee.

Salary on Engagement or Promotion

28. Where an employee is engaged (either on an ongoing or a non-ongoing basis) or is promoted within or to the Agency, salary will be payable at the minimum point of the Agency's salary range applicable to the classification of the employee, unless the Chief Executive Officer authorises payment of salary above the minimum point in that salary range, having regard to the relevant factors outlined in [clause 27](#).
29. Periods of temporary assignment will count towards the qualifying period for salary advancement if:
 - a) the employee is promoted within the Agency and has previously been temporarily assigned duties at the same classification; and
 - b) the period of temporary assignment immediately precedes the date of effect of the promotion.

Salary on Assignment within or Movement to the Agency at the Same Classification

30. Where an employee is assigned new duties within, or moves to, the Agency at the employee's existing classification, salary will be payable at the point of the Agency salary range determined by the Chief Executive Officer, having regard to the relevant factors outlined in [clause 27](#).

Salary on Temporary Assignment to the Agency from Another Agency at a Higher Classification

31. Where an employee from another agency (the “other agency”) is temporarily assigned duties in Safe Work Australia either at a higher classification or in a part of a Broadband that has a higher equivalent APS classification than the duties performed by the employee in the other agency, salary will be payable at the minimum point of the applicable Safe Work Australia salary range unless the Chief Executive Officer authorises payment of salary above the minimum point in that salary range, having regard to the relevant factors outlined in [clause 27](#).

Salary Maintenance on Movement to the Agency

32. At the discretion of the Chief Executive Officer, an employee moving to Safe Work Australia from another agency (the “other agency”) whose salary at the other agency (current salary) exceeds the current maximum of the relevant classification in this Agreement, can be maintained on their current salary until such time as their salary is commensurate with the relevant Safe Work Australia salary. This salary maintenance will be done in the same manner as described at [clause 15](#).

Salary on Reduction to Duties with a Lower Classification

33. Where the classification of an employee is reduced, on either a temporary or ongoing basis, the Chief Executive Officer may reduce the employee's salary having regard to the relevant factors outlined in [clause 27](#).
34. Where the reduction in classification is a result of workforce adjustment outlined in Part K of this Agreement, an employee's reduced salary will take effect after the expiration of the retention period determined in Part K.
35. Where the reduction in classification is employee-initiated, no income maintenance period will apply unless approved by the Chief Executive Officer.

Trainees and Trainee Rates

36. The Chief Executive Officer may engage a person as a Safe Work Australia Trainee.
37. Safe Work Australia Trainees will be assigned the relevant classification within the Safe Work Australia Training Broadband (Trainee APS (Administrative)) and undertake a course of study determined by the Chief Executive Officer.
38. Safe Work Australia Trainees will be paid at the minimum salary point of APS1 classification level or such other salary point as the Chief Executive Officer determines.
39. The Chief Executive Officer shall determine when a Safe Work Australia Trainee's course of study and training has been successfully completed.
40. On successful completion of their training requirements, the classification of Safe Work Australia Trainee will be the APS1 classification level. The employee will then integrate in to the Safe Work Australia Level 1 Broadband described in Appendix 1. Once integrated into the Broadband, the salary will be the base point of the APS3 classification level unless the Chief Executive Officer determines otherwise having regard to the experience, qualification and skills of the employee.

Graduate Rates

41. The salary rates for employees engaged as a Safe Work Australia Graduate are set out in [Appendix 3](#) of this Agreement.

Junior Rates

42. Junior rates of pay are only applicable to the APS1 classification level as detailed at [Appendix 1](#) and [Appendix 3](#).

Superannuation

43. The Agency will make compulsory employer contributions as required by the applicable legislation and fund requirements.
44. The Agency's default superannuation fund is the Public Sector Superannuation Accumulation Plan. The Agency will provide employer superannuation contributions to members of the Public Sector Superannuation Accumulation Plan of no less than 15.4% of an employee's fortnightly contribution salary.
45. Where an employee has chosen an accumulations superannuation fund other than the Public Sector Superannuation Accumulation Plan, the employer contribution will be the same percentage as required for employees who are members of Public Sector Superannuation Accumulation Plan. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer contributions (for example, it is unable to accept contributions for people aged over 75).
46. The Agency will pay superannuation contributions to accumulation superannuation funds during periods of paid and unpaid parental leave (including Maternity, Parental, Adoption and Foster Care Leave). Contributions for periods of paid leave are not limited. Periods of unpaid leave are up to a maximum of 52 weeks.
47. The Chief Executive Officer may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the payroll system used by the Agency.
48. Any fees applied by a chosen fund associated with the administration of superannuation contributions will be borne by the employee.

Death of Employee

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

PART D CLASSIFICATION STRUCTURE

Safe Work Australia Broadbands

51. Safe Work Australia Broadbands applicable to Agency employees covered by this Agreement are detailed in Appendices [1](#), [2](#) and [3](#).
52. Broadbanding describes the action of combining two or more classification levels in a single broadband level.

Safe Work Australia Training Broadband

53. The Safe Work Australia Training Broadband at Appendix 3 is used for those employees required to undertake a mandatory training or development program whose progression is subject to successful completion of that program.
54. In addition to the training classifications provided for in this Agreement, the Chief Executive Officer may assign other classifications to the Safe Work Australia Training Broadband relevant to the training and development program being undertaken by an employee or to ensure consistency with Whole of Government approaches. Where a Whole of Government approach is taken in relation to a training and development program, the Whole of Government provisions will apply on like conditions to the extent of any inconsistency.

Safe Work Australia Graduates

55. The Chief Executive Officer may engage a person as a Safe Work Australia Graduate.
56. Safe Work Australia Graduates will enter the Agency at the APS3 classification level within the Safe Work Australia Training Broadband at Appendix 3. The salary will be the base point of the APS3 classification level unless the Chief Executive Officer approves payment of a higher salary having regard to the experience, qualifications, skills and previous salary of the employee.
57. On successful completion of the Graduate Programme, Safe Work Australia Graduates will be assessed in accordance with the Performance and Development Scheme in Part I of this Agreement for advancement to the APS4 classification level within the Training Broadband. They may then be moved at the APS4 classification level into the Safe Work Australia Broadband Level 2.

Cadet APS

58. Employees engaged as Cadet APS will undertake a course of study as determined by the Chief Executive Officer. Cadet APS will be assigned a classification level within the Safe Work Australia Training Broadband.
59. On successful completion of their course of study and a final twelve week work placement, Cadets will be allocated to the APS3 classification level. The employee will then be integrated within the Safe Work Australia Broadband Level 1 described in Appendix 1. The salary will be set at the base salary point of the APS3 classification level unless the Chief Executive Officer determines otherwise having regard to the experience, qualifications and skills of the employee.

PART E ALLOWANCES AND EXPENSES

Workplace Responsibility Allowance

60. An ongoing employee is entitled to a Workplace Responsibility Allowance of \$26 per fortnight where they are appointed to a workplace responsibility role. For further information regarding this Allowance, refer to the *Workplace Responsibility Allowance Policy*.
61. A workplace responsibility role includes a First Aid Officer, Harassment Contact Officer, Fire Warden or Health and Safety Representative.

Community and Indigenous Australian Languages Allowance

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

Loss, Damage and Indemnity Allowance

63. The Chief Executive Officer may approve reimbursement to an employee for loss or damage to clothing or personal effects which occurred in the course of the employee's work. This reimbursement is not subject to tax instalment deductions.

Relocation Assistance

64. The Chief Executive Officer may approve in writing a contribution towards reasonable costs when an employee:
 - a) permanently relocates for employment purposes at the initiative of the Agency, or
 - b) applies for promotion or transfer at level which involves permanently moving from one geographic locality to another, or
 - c) temporarily relocates for employment purposes at the initiative of the Agency, for a period of at least 13 weeks or more.
65. Any relocation assistance must be approved in writing by the Chief Executive Officer before any relocation takes place.
66. Relocation assistance is not available for moves within the Canberra Region.
67. Employees requesting transfer to another geographic locality for personal reasons are generally not eligible for relocation assistance.
68. For further information, refer to the *Safe Work Australia Relocation Policy*.

PART F WORKING HOURS

Flexible Work

69. All employees may request flexible working arrangements consistent with the relevant provisions of this Agreement and the Fair Work Act.
70. All employees may request access to part-time working arrangements.
71. For further information on Flexible Working Arrangements, refer to the *Safe Work Australia Working Arrangements Policy*.

Working Hours at the Agency

72. The following definitions apply in this Agreement:

Ordinary Hours	means 7 hour 30 minutes per day, Monday to Friday, averaging 37.5 hours per week, with a total 150 hours per Settlement Period.
Standard Day	is 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm Monday to Friday, except where a public holiday occurs.
Settlement Period	is the 28 day period beginning on a pay Thursday.
Bandwidth	means 7:00 am to 7:00 pm from Monday to Friday, except on a public holiday or where a different start time is approved for travel purposes.

Ordinary Hours – Full-Time Employees

73. A full-time employee must work the Ordinary Hours.
74. The Ordinary Hours of work for a full-time employee may be averaged over the Settlement Period for the purpose of determining flex debit/credit carry over.
75. Employees must take a meal break of at least 30 minutes after five continuous hours of work. The maximum number of hours to be worked in a day is ten hours, unless the employee is directed to work overtime beyond ten hours.

Span of Hours

76. An employee's Ordinary Hours:
- a) will normally be worked according to a Standard Day; but
 - b) may be worked to a different pattern within the Bandwidth with the agreement of the employee's manager. This includes using flex time or Executive Level working arrangements.

Part-Time Employees

77. The Agency may engage an employee on an ongoing part-time basis. An employee engaged on a part-time basis does not have an automatic right to vary their part-time hours or access full-time hours.
78. A part-time employee is an employee whose Ordinary Hours are less than 150 hours in a Settlement Period. Employees are required to work at least three hours on any agreed working day.
79. Remuneration and other entitlements for part-time employees, including leave, will be calculated on a pro-rata basis with 7 hours 30 minutes per day considered the full-time equivalent.
80. Employees who work part-time can agree to work outside their agreed hours and pattern of work. With the exception of Executive Level employees, in such instances part-time employees will be entitled to Flex Time or Overtime rates, when work is directed outside their agreed hours. Executive Level employees (or equivalent) have access to time-off-in-lieu (TOIL) provisions.
81. For further information on part time arrangements, refer to the *Safe Work Australia Working Arrangements Policy*.

Casual Employees

82. Casual employees will be paid a 25% loading on top of the normal hourly rate of pay applicable to their classification. The loading is in lieu of:
 - a) any payment in relation to any form of leave (except where the employee is eligible for Long Service Leave);
 - b) any payment for Public Holidays on which the employee is not rostered to work; and
 - c) any payment for the Christmas Closedown.

Christmas Closedown

83. Safe Work Australia premises will shut from 12:30 pm of the last working day before Christmas Day and re-open the first working day following the first day of January; this will be known as the Christmas Closedown.
84. Employees are not required to attend for duty during the Christmas Closedown, unless directed otherwise by the Chief Executive Officer. Employees will be provided with time off for the Christmas Closedown with no deduction from leave credits and will be paid in accordance with their Ordinary Hours of work.

Public Holidays

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

- e) Anzac Day (25 April);
 - f) The Queen's Birthday holiday (on the day which it is celebrated in a State or Territory or region of a State or Territory);
 - g) Christmas Day (25 December);
 - h) Boxing Day (26 December);
 - i) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a Public Holiday, other than a day, or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations as counting as a Public Holiday.
86. If under a law of a State or Territory, a day or part-day is substituted for one of the Public Holidays in clause 85, then the substituted day or part-day is the Public Holiday.
87. The Chief Executive Officer and an employee may agree on a substitution of a day or part-day that would otherwise be a Public Holiday, having regard to operational requirements.
88. An employee, who is absent on a day or part-day that is a Public Holiday in the place where the employee is based for work purposes, is entitled to be paid for the day or part-day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked that day.
89. Where a Public Holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/Carer's Leave), there is no entitlement to receive payment as a Public Holiday. Payment for that day would be in accordance with the entitlement for that form of leave (for example, if on Long Service Leave on half-pay, payment is at half-pay).

Flex Time

90. Flex Time is available to all APS level (or equivalent) employees.
91. All hours worked by an employee must be recorded in the manner stipulated by the Agency.
92. Employees accumulate Flex Time within the Bandwidth.
93. A flex credit is where an employee accumulates hours in excess of Ordinary Hours. An employee may carry over a maximum of 37.5 hours flex credit into the next Settlement Period.
94. A flex debit occurs when the employee works less time than their Ordinary Hours. A maximum of 22.5 hours flex debit can be accumulated and carried over to the next Settlement Period. Any flex debit will be deducted from a person's final monies if they cease to work for the Agency in accordance with the Agency's *Accountable Authority Instructions*.
95. Flex leave is where an employee works less than their Ordinary Hours on any given day and is not on any other form of leave. An employee may use up to the equivalent of five days flex credits in a Settlement Period. Flex leave requires prior approval from the employee's manager, and reasonable notice is required.

96. Where there is insufficient work, a manager may require an employee not to work hours in addition to their Ordinary Hours.
97. Where an employee's manager considers that the employee's attendance is unsatisfactory or that the employee is misusing Flex Time, the manager may direct the employee to work Ordinary Hours for a period of time specified by the manager.
98. For further information on Flex Time, refer to the *Safe Work Australia Working Arrangements Policy*.

Overtime

99. Where operational requirements make it necessary, a manager may direct an employee to work outside their Ordinary Hours on any day.
100. An employee directed to perform work outside and in excess of their Ordinary Hours on a given day is eligible for an overtime payment, or where agreed, equivalent TOIL.
101. Where a period of overtime is not continuous with the employee's Ordinary Hours, the base period of overtime payment for such work will be calculated as if the employee had worked for four hours. When determining whether a period is continuous with Ordinary Hours, meal breaks should not be regarded as breaking continuity.
102. Overtime payments will be calculated as follows:
 - **Monday to Saturday:** one and a half times the hourly rate for the first three hours each day and double the hourly rate thereafter
 - **Sunday:** double the hourly rate.
 - **Public Holiday:** two and a half times the hourly rate.
103. For APS level employees, TOIL may be taken as follows:
 - a) where the manager and the employee agree, on an "hour for hour" basis with an entitlement to residual payment (for example - three hours' time off plus three hours pay at half-time, in lieu of three hours overtime at time and a half); or
 - b) on a penalty time basis, for example, four and a half hours' TOIL of overtime payment.
104. Where TOIL of payment has been agreed and the APS level employee has not been granted time off within four weeks or another agreed period, due to operational requirements, payment of the original entitlement will be made.
105. Executive Level employees will only be eligible to receive overtime payments in exceptional circumstances and with the approval of the Chief Executive Officer. They may be compensated for additional hours worked in the form of TOIL but there is no entitlement to provide compensation on an hour-for-hour basis.

Emergency Duty and Additional Child Care Costs

106. Emergency Duty will attract a base payment of two hours (which includes reasonable travel time) at double the hourly rate, which will be payable for all emergency callouts without prior notice. Executive Level employees will only be eligible to receive

Emergency Duty payments in exceptional circumstances with the approval of the Chief Executive Officer.

107. Employees who undertake Emergency Duty are also entitled to reimbursement for child care costs where those costs are incurred as a necessary consequence of undertaking Emergency Duty and could not reasonably have been avoided by the employee.

Overtime Meal Allowance

108. Where an APS Level employee is directed to work at least three hours outside their Ordinary Hours they will receive a flat rate meal allowance of \$27.50 where such an employee works a further five hours on a Saturday, Sunday or Public Holiday, they will receive an additional meal allowance of \$27.50.
109. Where exceptional circumstances exist and an Executive Level employee is eligible for paid Overtime, they may also claim a meal allowance of \$27.50 but only where they have been directed to work at least three continuous additional hours outside their Ordinary Hours of work.
110. Where an Executive Level employee is supervising employees on Overtime who are eligible for the payment of a meal allowance, the Executive Level employee will also be eligible for payment of a meal allowance.
111. Overtime Meal Allowance is payable regardless of whether the directed overtime is compensated as paid Overtime or as TOIL.

Rest Break

112. Employees should not commence work on any day without having at least eight hours plus reasonable travelling time minimum break from the previous day's work.
113. Where the Chief Executive Officer requires an employee to resume or continue work without having had a minimum break, the employee will be paid at double the hourly rate for the hours worked, until he or she has had an eight hour break.
114. Where all or some of the employee's minimum break occurs during Ordinary Hours, the employee will not lose pay for the absence.

Executive Level Employees – Flexible Working Arrangements – TOIL

115. Executive Level employees are able to work flexible hours where their manager agrees.
116. The Agency's flextime arrangements do not apply to Executive Level employees. Executive Level employees are expected to work reasonable additional hours, and their remuneration has been set having regard to this.
117. Executive Level employees may access TOIL but are not entitled to TOIL on an hour-for-hour basis. Such absences do not need to be covered by any form of leave, may be taken as whole or part days and may be taken in conjunction with approved leave. A formal leave application need not be completed.
118. For further information on TOIL, refer to the *Safe Work Australia Working Arrangements Policy*.

Working from Home

119. The Chief Executive Officer may approve an employee working from home. Further information is provided in the Agency's *Working from Home Guidelines*.
120. Where an employee below the Executive Level 2 classification level has a regular approved Working from Home arrangement, assistance to maintain home based IT equipment and internet access may be provided on approval by the Chief Executive Officer, up to a maximum value of \$3,000 per annum.

Unauthorised Absences

121. Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement cease to be available until the employee resumes duty, or is granted leave or ceases employment. Such absences will not count as service for any purpose. Amounts paid to an employee as a result of an unauthorised payment are overpayments and the Agency will seek to recover those amounts.
122. Where an employee is overpaid an amount of salary or other benefits, the overpayment will be recovered in accordance with the Agency's *Accountable Authority Instructions*.

PART G LEAVE

Portability of Accrued Annual and Personal Leave Entitlements

123. Where an employee is engaged by the Agency on an ongoing or non-ongoing basis from an employer staffed under the Public Service Act, the Parliamentary Service Act or from the ACT Government Service, accrued Annual Leave and Personal/Carer's Leave (however described) will be transferred or recognised, provided there is no break in continuity of service.
124. Service with organisations where the employee was previously employed under the Public Service Act, the Parliamentary Service Act, or from the ACT Government Service will be recognised for Personal/Carer's Leave purposes if the break in service is not more than two calendar months.
125. For the purposes of this Part, prior Annual Leave and Personal/Carers Leave credits will not be recognised where the employee received a pay out on separation including a redundancy payment from their previous employer.
126. The entitlement under this Part to use or expend these accrued leave credits, and any future entitlements, will be that prevailing in the Agency.

Deferral of Leave Accruals

127. Where an employee takes 30 days or more leave without pay in a calendar year:
 - a) the period of leave without pay does not count as service for any purpose, unless otherwise required by legislation; and
 - b) Annual and Personal/Carer's Leave accruals are to be reduced on a pro-rata basis.
128. Where the accumulated period of leave without pay is 30 calendar days or more in a calendar year, the entire period will affect leave accruals and/or deferral of leave accruals unless otherwise required by legislation.

Cancellation of Leave or Recall to Duty from Leave

129. Where an employee's leave is cancelled by his or her manager without reasonable notice, or they are recalled to work from leave, reasonable travel costs, travelling time, incidental costs and other unavoidable costs arising from the recall to duty will be reimbursed where they are not recoverable under insurance or from another source and all unused leave will be re-credited.

Re-Crediting of Leave

130. An employee who is:
 - a) unfit for work for one day or longer due to personal illness or injury; or
 - b) required to care for a member of his or her family who is sick or injured; or
 - c) eligible for Compassionate Leave with pay; or
 - d) eligible for Community Service Leave,

while on Annual Leave or Long Service Leave, may apply to have an equivalent amount of their Annual or Long Service Leave re-credited.

131. An employee must provide satisfactory evidence to their manager for their leave to be re-credited. The amount of leave re-credited will be equal to the extent of the Personal/Carer's Leave, compassionate leave or community service leave granted.

Annual Leave

132. A full-time employee is entitled to 20 working days of paid Annual Leave for each completed year of service, accruing daily and credited monthly.
133. A part-time employee's Annual Leave entitlement will accrue on a pro-rata basis.
134. Annual Leave may be taken at half pay.
135. Annual Leave credits may be accessed at any time, subject to operational requirements and the approval of the employee's manager. Any unused Annual Leave accumulates. Annual Leave counts as service for all purposes.
136. For further information on Annual Leave entitlements, refer to the *Safe Work Australia Leave Policy*.

Cashing Out of Annual Leave

137. Employees may request to cash out Annual Leave subject to the following conditions:
- a) paid Annual Leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid Annual Leave being less than four weeks;
 - b) each cashing out of a particular amount of paid Annual Leave must be by a separate agreement in writing between the Agency and the employee; and
 - c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
138. The Chief Executive Officer will not approve requests to cash out Annual Leave in accordance with [clause 137](#) unless the employee has taken at least ten days Annual Leave at the same time or have taken a block of ten days Annual Leave (pro rata for part time employees) in the same calendar year.

Sabbatical Leave

139. Employees may, with the approval of the Chief Executive Officer, take up to 12 weeks' Sabbatical Leave once every five years. Sabbatical Leave will be purchased in accordance with the Purchased Leave Scheme.
140. Sabbatical Leave may not be taken at half pay.

Purchased Leave Scheme

141. With the approval of the Chief Executive Officer, employees may elect to purchase up to eight weeks additional leave per calendar year.

142. Additional leave will be purchased by a corresponding reduction in the employee's fortnightly pay over a 12 month period, commencing on the first pay after the application to purchase leave is approved. Periods of Purchased Leave count for service.
143. Purchased Leave may not be taken at half pay.
144. Where an employee chooses to purchase leave, they cannot take Annual Leave at half pay in the same calendar year.
145. Unless otherwise agreed, Purchased Leave not taken during the nominated 12 month period will automatically be reimbursed as salary.
146. Where an employee who has taken Purchased Leave either proceeds on extended leave or leaves the Agency before having repaid the full amount, the amount outstanding must be repaid in full before the employee's last day of employment. Any unused Purchased Leave will be refunded to the employee on separation of employment.
147. Purchased Leave counts as service for all purposes including superannuation. Superannuation will be paid in accordance with the relevant superannuation legislation. Purchasing leave will not affect salary for superannuation purposes.
148. Purchased Leave generally should be accessed in weekly blocks.

Long Service Leave

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

Personal/Carer's Leave

151. Full-time ongoing employees are entitled to 18 paid days of Personal/Carer's Leave annually, credited on 1 January each year.
152. A full-time ongoing employee who commences after 1 January will:
 - a) be credited with 18 days on commencement; then
 - b) on the following 1 January, their existing credits will be calculated on a pro-rata basis for service between the commencement date and 31 December of the commencement year, less any leave actually taken.
153. An APS employee who transfers to the Agency will have their Personal/Carer's Leave entitlements adjusted on commencement to align with an accrual date of 1 January, if their Personal/Carer's Leave at their former APS employer was credited on a different cycle.
154. For the purposes of calculating the amount of Personal/Carer's Leave to be credited under clause 152 for a non-APS employee whose Personal/Carer's Leave is recognised on commencement with the Agency, leave taken or paid out during the

period of recognised service will reduce the Personal/Carer's Leave credit on engagement.

155. Non-ongoing employees will:

- a) receive seven days Personal/Carer's Leave on commencement, provided their prior service has not been recognised; then
- b) accrue Personal/Carer's Leave progressively throughout their first year of service, up to a maximum of 18 days (including the initial seven days); then
- c) after 12 months' service, 18 days will be credited on each anniversary of their commencement.

156. Unused Personal/Carer's Leave is cumulative but will not be paid out on separation.

157. Personal/Carer's Leave is to be used when an employee is absent:

- a) due to personal illness or injury;
- b) to provide care or support for a member of the employee's Family or household who is ill or injured;
- c) to provide care or support for a member of the employee's Family or household who is affected by an unexpected emergency or special circumstance; or
- d) as a result of other pressing or unavoidable absences connected with the health or wellbeing of the employee or a member of the employee's family or household as may be approved by the Chief Executive Officer.

158. Personal/Carer's Leave must not be taken for an absence outlined in clause 157(d) to the extent that this results in the employee having access to less than the minimum 10 days per annum for the purposes under the National Employment Standard (NES).

159. An employee receiving workers' compensation for more than 45 weeks will accrue Personal/Carer's Leave on the basis of actual hours worked.

160. Personal/Carer's Leave may be granted with pay or, where paid Personal/Carer's Leave credits are exhausted, without pay.

161. Employees may be granted Personal/Carer's Leave at half pay instead of full pay where extraordinary circumstances exist. Leave credits will only be deducted at half the duration.

162. Where an employee has exhausted their Personal/Carer's Leave entitlements they may take two days unpaid leave for each occasion where a member of their family or household requires care because of illness, injury or unexpected emergency. The employee must provide evidence to their manager in support of their leave application.

163. For further information on Personal/Carer's Leave, refer to the *Safe Work Australia Leave Policy*.

Evidence for taking Personal/Carer's Leave

164. Consistent with the Fair Work Act, a manager may request the employee to provide evidence in order to be entitled to paid Personal/Carer's Leave where the employee is absent from work for a period of one or more days.

165. No more than three consecutive days of Personal/Carer's Leave may be taken without evidence.
166. An employee who does not provide evidence on request may not be entitled to be paid Personal/Carer's Leave for that absence.
167. Evidence for taking Personal/Carer's Leave means:
- a) a medical certificate from a health practitioner;
 - b) a statutory declaration, if it was not reasonably practicable for the employee to obtain a medical certificate; and/or
 - c) with the prior agreement or direction of the Chief Executive Officer, another form of evidence, including no evidence.
168. If an employee provides a statutory declaration as evidence, the statutory declaration must set out why the employee is or was unable to attend work, and why it was not practicable for them to obtain a medical certificate.
169. For further information on the evidence requirements for Personal/Carer's Leave, refer to the *Safe Work Australia Leave Policy*.

Compassionate Leave

170. An employee is entitled to a period of three days of paid Compassionate Leave for each occasion when a member of the employee's family or household:
- a) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life; or
 - b) dies.
171. Casual employees engaged by the Agency are entitled to three days unpaid Compassionate Leave per occasion.
172. Compassionate Leave in each instance need not be taken as a single block.
173. An employee may be required to provide reasonable evidence to the Chief Executive Officer in support of an application for Compassionate Leave.
174. Compassionate Leave will count for service for all purposes.

Miscellaneous Leave

175. The Chief Executive Officer may approve Miscellaneous Leave with full pay, part pay or without pay for a purpose that the Chief Executive Officer considers to be in the interest of the Agency or the APS, or where the employee is not otherwise entitled to leave under the NES or this Agreement.
176. For further information on Miscellaneous Leave, refer to the *Safe Work Australia Leave Policy*.

Maternity and Parental Leave

177. Pregnant employees are covered by the provisions of the Maternity Leave Act.

178. Pregnant employees are provided with an additional four weeks of paid leave, to be taken immediately following the period of paid leave provided by the Maternity Leave Act.
179. Employees who adopt or permanently foster a child and who are the primary caregiver for that child are entitled to up to 52 weeks of Parental Leave. Up to 16 weeks of that leave will be paid leave, commencing from the time of placement of the child, provided the employee satisfies the same qualifying requirements as those required of a pregnant employee in accordance with the Maternity Leave Act.
180. Employees are entitled to Parental Leave for adoption or permanent foster care when that child:
- a) is under 16 years;
 - b) has not, or will not have, lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - c) is not (otherwise than because of the adoption) a child of the employee or the employee's partner.
181. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for Parental Leave for adoption or permanent foster carer purposes.
182. Employees who are eligible for paid Maternity or Parental Leave may elect to have payment for that leave spread over a maximum period of 32 weeks at a rate of half normal salary. Where paid maternity or parental leave is taken at half pay, a maximum of 16 weeks of the leave period will count as service.
183. On ending the initial 52 weeks of Maternity or Parental Leave, employees may request an extension of unpaid Parental Leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 weeks leave period.
184. Unpaid Maternity or Parental Leave will not count as service for any purpose except for any unpaid leave taken during the first 12 weeks of the leave period.
185. Unpaid Maternity and Parental Leave is inclusive of Public Holidays and will not be extended because a Public Holiday or Christmas Closedown falls during a period of paid or unpaid Maternity or Parental Leave. On ending Maternity or Parental Leave, employees have the return to work guarantee and the right to request Flexible Working Arrangements that are provided by the Fair Work Act.
186. Employees returning from Maternity or Parental Leave may access part-time hours. The hours are to be approved by the employee's manager.

Supporting Partner/Other Primary Caregiver Leave

187. Employees who are not otherwise entitled to paid Maternity or Parental Leave under the Maternity Leave Act or this Agreement are entitled to four weeks of paid leave on the birth, adoption or permanent foster care placement of a child or their partner's child.

188. This leave is to be commenced within four weeks of the birth/placement of the child and is inclusive of Public Holidays i.e. leave will not be extended because a Public Holiday or Christmas Closedown falls during a period of leave provided by this clause.
189. Documentary evidence or a birth certificate following the birth of a child must be submitted when applying for Supporting Partner Leave.
190. This paid leave will count as service for all purposes. Employees may elect to have the payment for Supporting Partner Leave spread over a maximum of eight weeks at a rate no less than half normal pay. Where payment is spread over a longer period, only half of the total weeks of the leave period will count as service.

Defence Reserve Leave

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

War Service Sick Leave

196. Employees with a war-caused or defence-caused injury as prescribed in the relevant legislation are entitled to War Service Sick Leave.
197. An eligible employee may accrue two separate credits, a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.
198. The Chief Executive Officer may approve an application for War Service Sick Leave from an eligible employee.
199. An employee who has exhausted their War Service Sick Leave credits may apply for Personal/Carer's Leave.
200. Employees who rejoin the APS following an earlier period of APS employment in which they had been credited with War Service Sick Leave will be credited with the following:
 - a) any special credit that remained unused at the final day of the prior APS employment; and
 - b) any annual credit held on the final day of the prior APS employment.

Community Service (Emergency Management and Jury Service) Leave

- 201. Employees may be granted Miscellaneous Leave to participate in emergency management activities, including emergency services responses, regular training, reasonable travel and recovery time and ceremonial duties. Leave may be granted with or without pay.
- 202. An employee will be paid by the Agency for any period of jury service. In the event that the employee receives any amount of jury payment, the employee will be required to pay that amount to the Agency, with the exception of an amount that is, or that is in the nature of, an expense-related account.
- 203. For further information on Miscellaneous Leave, refer to the *Safe Work Australia Leave Policy*.

Community Volunteer Leave

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

PART H TRAVEL

206. While travelling on Agency business, all employees are entitled to accommodation (consistent with Agency travel rates), meals and transport without personal expense.

207. For further information, refer to the *Safe Work Australia Travel Policy*.

Recognition of Travel Time

208. For APS level employees, travel on Agency business undertaken during the Bandwidth may be recorded as Flex Time, subject to any directions from the Chief Executive Officer as to how travel time is recorded.

209. The start and finish times of the 12 hour Bandwidth may be adjusted in recognition of travel time with the Chief Executive Officer's prior written approval (e.g. 5.00 am – 5.00 pm).

210. Travel time will not be paid as overtime.

Part Day Travel

211. Where an employee is required to travel for official purposes for a period of 10 hours or more but no overnight stay, the employee will be entitled to an allowance of \$44 for part day travel payable to the employee through the pay system.

Travel Expenditure

212. An employee who undertakes travel on official business and is required to be away from home overnight will be entitled to have actual travel expenditure within the indicative daily cap paid for or reimbursed by the Agency. Payment or reimbursement for travel expenditure incurred in excess of the indicative daily cap must be approved by the Chief Executive Officer.

213. Employees may withdraw up to \$40 for incidentals and meals, where the employee chooses, from an ATM without the requirement to provide receipts of expenditure. Any cash withdrawal will reduce the indicative daily cap available for other meals or incidental costs by the amount withdrawn.

214. Where the employee chooses to stay in non-commercial accommodation no accommodation expenses will be paid by the Agency. An employee may access up to \$60 per night to meet expenses associated with staying in non-commercial accommodation. Meal costs are expected to be charged to the travel card.

Reviewed Travel Allowance

215. Payment arrangements and the level of entitlement for travel expenses will be reviewed after 21 days and paid on the basis of reasonable actual expenses or an alternative package of assistance approved by the Chief Executive Officer. A trip home will not be regarded as a break for the purposes of determining reviewed travel allowance.

Motor Vehicle Allowance

216. Where the Chief Executive Officer authorises an employee to use their private vehicle for official purposes, Australian Taxation Office rates will apply.

PART I PERFORMANCE, DEVELOPMENT AND WELLBEING

Skills Recognition and Development

217. The Agency may fund professional development needs that relate to an essential qualification required to perform an employee's duties. The approval of funding is at the discretion of the Chief Executive Officer. The Chief Executive Officer may also approve funding of other professional development needs.

Study Assistance Scheme

218. The Agency may fund formal study in fields which link to the achievement of the Agency's strategic goals or which meet the employee's career development needs. The approval of funding is at the discretion of the Chief Executive Officer.
219. Employees on an approved course of study may also be eligible for Study Leave. For further information on the Study Assistance Scheme, refer to the *Safe Work Australia Study Assistance Guidelines*.

Performance and Development Scheme

220. All employees are required to participate in the Performance and Development Scheme, including having a Performance Development Agreement in place for each Performance Assessment Cycle.
221. Non-ongoing employees engaged for less than four months are not required to have a Performance Development Agreement.
222. The following 5-point rating scale will apply to the Performance and Development Scheme during the life of this Agreement:

Rating	5 - High Performing	4 - Superior	3 - Satisfactory	2 - Requires Improvement	1 - Unsatisfactory
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223. For further information regarding the Performance and Development Scheme, refer to the *Safe Work Australia Performance and Development Policy*.

Workplace Health and Wellbeing

224. The Agency will develop and maintain an annual *Health and Wellbeing Strategy*.
225. The Agency will establish a Work Health and Safety (WHS) Committee, which will form part of the responsibilities of the Employee Consultative Forum.

PART J WORKFORCE MANAGEMENT AND PLANNING

Permanent Movement within a Broadband

226. Permanent movement between classification levels within a Broadband applies to ongoing employees only.
227. Movement to a higher APS classification level within a Broadband is not automatic and can only occur when:
- a) there is work available at the higher level; and
 - b) the employee's performance is assessed as "Satisfactory" or better for both key deliverables and observable work behaviours; and
 - c) the employee demonstrates an ability to undertake the higher level work and if appropriate has the necessary qualification, skills and/or experience; or
 - d) an employee is successful in an open merit selection process consistent with the Public Service Act.

Temporary Performance Loading (TPL)

228. Temporary Performance Loading applies to work performed at a higher classification level.
229. For further information, refer to the *Safe Work Australia Working Arrangements Policy*.
230. A manager may split the temporary performance duties between employees for developmental purposes.
231. An employee is entitled to TPL if they perform work at a higher classification for 15 continuous working days.
232. If the TPL opportunity is for the minimum period that would attract TPL and a decision is made to share the opportunity between employees, each employee will be paid TPL for the period they perform at the higher classification level.
233. Where TPL is payable this would normally be at the base pay point of the higher classification.
234. A branch manager may approve payment of TPL at a pay point above the base pay point. In considering such an approval, the branch manager will take into account the employee's previous periods of temporary performance, the employee's performance, skills and relevant experience.

Salary Advancement and TPL

235. Where an employee has been in receipt of TPL from 1 April or earlier and remains on TPL at that classification level or higher until 15 August in that year, salary advancement will occur at the employee's temporary performance and substantive levels effective from 15 August, subject to dual performance ratings of "Satisfactory" or better. Where there is a break of three weeks or less in TPL between 30 June and 15 August the employee is still eligible for salary advancement at both levels.

236. An employee who is promoted between 1 April and 30 June in any year, who was in receipt of TPL immediately before the promotion, so that the employee has served three continuous months or more at their current substantive level by 15 August that year, is eligible for salary advancement at the higher level effective from 15 August, subject to dual performance ratings of “Satisfactory” or better.

TPL While on Leave

237. Where an employee is absent on paid leave, or observes a Public Holiday and has been directed to perform duties at a higher classification, payment of TPL will continue during the absence as if the employee was still at work, to the extent of the continued operation of the direction. Where the period of leave is at half pay, the rate of TPL will be adjusted to reflect the pro-rata rate of pay.

Employee Initiated Separation from the APS

238. An employee will, where practicable, give a minimum of two weeks’ notice of their intention to resign or retire from the APS, except where a lesser period is agreed with the Chief Executive Officer.
239. Where an employee submits a resignation which takes effect on a Public Holiday, the resignation will be deemed effective from close of business on the working day immediately prior to the Public Holiday. All resignations will be deemed to take effect at close of business of the resignation date.

PART K REASSIGNMENT AND TERMINATION ARRANGEMENTS FOR EXCESS EMPLOYEES

Application

240. The following provisions apply to all employees covered by this Agreement excluding:

- a) an employee serving a probationary period; and
- b) a non-ongoing employee.

Definitions

241. The following definitions apply in this Agreement:

Excess Employee	An employee will be considered excess where: <ul style="list-style-type: none">a. the employee is part of a class of employees that is larger in size than is necessary for the efficient and economical working of the Agency; orb. the services of an employee cannot be effectively used because of technological or other changes in the work methods of the Agency, or structural or other changes in the nature, extent or organisation of the functions of the Agency; orc. the duties usually performed by the employee are to be performed in a different locality, the employee is not willing to perform the duties at the other locality and the Chief Executive Officer has determined that these provisions will apply to that employee
Discussion and Consideration Period	is a period of two months commencing from the date the Chief Executive Officer makes an employee a formal offer of voluntary termination
Salary	For an Excess Employee, includes: <ul style="list-style-type: none">a. the employee's substantive salary on the date of termination; andb. TPL where the employee has received the loading for a continuous period of at least 12 months immediately preceding the date on which the employee is given a formal offer of a voluntary termination; andc. allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.
Retention Period	is a period of 13 months where an employee has 20 or more years of continuous, current APS service at the time of the offer, or is over 45 years of age; or seven months for other eligible employees. The retention period commences the day after the expiry of the discussion and consideration period.

Voluntary Termination Offer

242. The offer must state when the Chief Executive Officer proposes to issue the termination notice if the offer is accepted.
243. The offer should include the following information to assist the employee in their considerations:
- a) amount payable as termination pay, pay in lieu of notice and accrued Annual Leave and Long Service Leave credits;
 - b) amount of accumulated superannuation contributions;
 - c) superannuation options;
 - d) taxation rules applicable to the various payments; and
 - e) the availability of financial assistance, on a reimbursement basis, towards obtaining independent financial advice up to the value of \$1200.

Discussion and Consideration Period

244. Where an Excess Employee situation is identified the Chief Executive Officer will:
- a) advise in writing, the employee(s) directly affected and their representatives of the situation, the reasons and scope;
 - b) discuss the voluntary termination and reassignment processes with affected employees;
 - c) hold discussions with the employee(s) and their representatives; and
 - d) offer the affected employee(s) voluntary termination.
245. The Excess Employee(s) will have two months in which to consider the offer of voluntary termination. An Excess Employee who has received an offer of voluntary termination must advise the Chief Executive Officer, in writing, before the end of the discussion and consideration period whether the Excess Employee wishes to be considered for re-assignment or voluntary termination.
246. The Discussion and Consideration Period may be shortened, with the written agreement of the Excess Employee. The Excess Employee will be entitled to receive payment for the unexpired portion of the discussion and consideration period as per clause 248.
247. If the Excess Employee does not accept the formal offer of voluntary termination or express a preference for reassignment, the Excess Employee will be taken to have a preference to be considered for reassignment, and their retention period will commence in accordance with clause 263.
248. Employees will become excess one month after the date the Excess Employee receives a formal offer of voluntary termination unless during this time their employment has been terminated, they have been redeployed or the Chief Executive Officer decides they are no longer in an excess situation.
249. Should the Excess Employee request an earlier termination date that falls within the Discussion and Consideration Period, the employee will be entitled to receive payment for the unexpired portion of the Discussion and Consideration Period. In addition, the payment in lieu of the unexpired portion of the Discussion and Consideration Period

will include an amount equivalent to the Annual Leave and Long Service Leave entitlements that would have accrued to the employee had they worked through their Discussion and Consideration Period.

Career Transition Assistance

250. At the time the employee is offered a voluntary termination or as soon as possible thereafter but, in any event, no later than one month after the voluntary termination offer, the Excess Employee will be offered Career Transition Assistance which will include:

- a) advice on the re-assignment and redundancy process;
- b) a point of contact for individual queries;
- c) assistance with identifying re-assignment opportunities; and
- d) training/redeployment assistance.

251. Employees may also access the Agency's Employee Assistance Program for free personal counselling.

Voluntary Termination Process

252. If an employee accepts an offer of voluntary termination, and the Chief Executive Officer agrees to the termination, the Chief Executive Officer will issue a "notice of termination" under section 29 of the Public Service Act.

253. The period of notice will be four weeks, or five weeks for an employee over 45 years of age with at least five years of continuous, current APS service at the time of the offer. Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired portion of the notice period will be made.

254. Notice of termination will not be given before the end of the discussion and consideration period without the agreement of the employee.

255. Only one offer of voluntary termination will be made to an employee in an excess or potentially excess situation.

256. Job swaps will be available until the end of the period for discussion and consideration of voluntary termination where an employee who is excess but does not want a voluntary termination, swaps jobs with an employee from within the Agency or from another agency who is not excess but who wants voluntary termination. Job swaps are subject to the Chief Executive Officer's approval on a case by case basis.

Severance Pay

257. An employee who accepts voluntary termination and whose employment is terminated under section 29 of the Public Service Act on the grounds that they are excess to requirements will be entitled to the following severance pay, subject to any minimum amount the employee is entitled to under the NES:

- a) two weeks' salary for each completed continuous year of service; and
- b) a pro-rata payment for completed continuous months of service since the last completed year of service.

- c) the minimum amount of severance pay is an amount equal to four weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.

258. Severance pay is calculated on a pro-rata basis for any period of service when the employee worked part-time, subject to any minimum amount the employee is entitled to under the NES.

Service for Severance Pay Purposes

259. Service for severance pay purposes means:

- a) service in the Agency;
- b) Government service as defined in section 10 of the Long Service Leave Act;
- c) service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for Long Service Leave purposes;
- d) service with the Australian Defence Forces;
- e) APS service immediately preceding deemed resignation under repealed section 49 of the Public Service Act 1922, if the service has not previously been recognised for severance pay purposes; and
- f) service in another organisation where an employee was transferred from that organisation with a transfer of function; or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for Long Service Leave purposes.

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

- a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

Service Not to Count for Severance Pay Purposes

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

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

- d) payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.

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

Retention Period

263. Should an employee not accept the formal offer of voluntary termination, the employee will commence their retention period on the day after the expiry of the discussion and consideration period. The notice period will be concurrent with the retention period.

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

- a) the Agency will continue to provide and resource reasonable Career Transition Assistance, and take reasonable steps to move an Excess Employee to a suitable vacancy, to another agency and to pursue placements outside the APS consistent with this Agreement; and
- b) employees will take reasonable steps to secure permanent re-assignment or placement.

265. The retention period is:

- a) 13 months where an employee has 20 or more years of continuous, current service with the APS or is over 45 years of age; or
- b) seven months for other employees.

266. If an employee is entitled to a redundancy payment under the NES, the relevant period in the above clause is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).

267. Where the Chief Executive Officer determines there is insufficient productive work available to an Excess Employee during the retention period, the Chief Executive Officer may, with the agreement of the employee, terminate his or her employment under section 29 of the Public Service Act and pay the balance of the retention period as a lump sum.

Reassignment Services and Reduction in Classification

268. The following provisions will apply to employees during their retention period:

- a) The employee can access up to \$1200 for payment for outplacement services or training opportunities that would be expected to enhance the employment prospects of employees.
- b) Excess 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. In placing Excess Employees, consideration will be given to the employee's current skills and experience or the employee's ability to acquire the relevant skills for the advertised vacancy in a short period of time.

- c) Suitable trial placements in another organisation including private sector organisations will be funded for up to three 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.
- d) The employee may on request, be provided with assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment.
- e) If a suitable vacancy does not exist at the same level within the Agency or where the Chief Executive Officer proposes to reduce an Excess Employee's classification as a means of securing alternative employment, the employee will be given four weeks' notice. If reduction occurs after the offer of voluntary termination and before the end of the retention period the employee will receive payments to maintain the employee's salary level for the balance of the retention period.
- f) Employees over 45 years of age and employees in regional remote areas may be eligible for additional outplacement assistance (up to the value of \$3,000) during the retention period.

Extension During the Retention Period

269. Retention periods will only be extended by certified leave for personal illness or injury or mandatory Maternity Leave, where the Chief Executive Officer is satisfied that an employee is substantially incapacitated and unfit for work. The retention period will not be extended for other absences except where the Chief Executive Officer is satisfied that exceptional circumstances exist. The period will not be extended on these grounds beyond an additional eight weeks.

Involuntary Redundancy

270. If an Excess Employee is unsuccessful in obtaining permanent reassignment at the end of the retention period, his or her employment will be terminated under section 29 of the Public Service Act.
271. Where an Excess Employee's employment is to be terminated the employee will be given four weeks' notice of termination, or five weeks for an employee over 45 years of age with at least five years of continuous, current APS service. This period of notice will be served, as far as practicable, concurrently with the retention period.
272. Where an Excess Employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired notice period will be made.
273. In deciding whether to terminate an Excess Employee, the Chief Executive Officer will take account of any re-assignment process that may be in progress.
274. An Excess Employee may consent to involuntary termination during the retention period. Severance benefits are not available to employees who resign or consent to involuntary termination during the retention period.

PART L CONSULTATION

275. This Part applies if the Agency :

- a) has made a definite decision to introduce a major change to the production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on employees; or
- b) proposes to introduce a change to the regular roster or Ordinary Hours of work of employees.

276. In this Part, "relevant employees" means the employees who may be affected by a change referred to in clause 275.

Consultation on Major Changes affecting Employees

277. For a major change referred to in clause 275a) above:

- a) the Agency must notify the relevant employees of the decision to introduce the major change; and
- b) the following clauses apply.

278. The relevant employees may appoint a representative for the purposes of the procedures in this Part.

279. If a relevant employee(s) appoint(s) a representative for the purpose of consultation and the employee(s) advise(s) the Agency of the identity of the representative, the Agency must recognise the representative.

280. As soon as practicable after making the decision, the Agency must discuss with the relevant employees:

- a) the introduction of changes;
- b) the effect the changes are likely to have on employees; and
- c) measures to avert or mitigate the adverse effects of such changes on employees.

281. For the purpose of such discussions, the Agency must provide, in writing, to the relevant employees:

- a) relevant information about the changes including the nature of the changes proposed;
- b) information about the expected effects of the changes on employees; and
- c) any other matters likely to affect employees.

282. The Agency is not required to disclose confidential or commercially sensitive information to employees.

283. The Agency must give prompt and genuine consideration to matters raised by the employees in relation to the changes.

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

- a) termination of the employment of employees;
- b) major change to the composition, operation or size of the Agency's workforce or the skills required of employees;
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- d) the alteration of hours of work;
- e) the need to retrain employees;
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

285. For a major change referred to in clause 275b)above:

- a) the Agency must notify the relevant employees of the proposed change; and
- b) clauses [286 to 290] apply.

286. The relevant employees may appoint a representative for the purposes of the procedures in this Part.

287. If a relevant employee(s) appoint(s) a representative for the purpose of consultation and the employee(s) advise(s) the Agency of the identity of the representative, the Agency must recognise the representative.

288. As soon as practicable after proposing to introduce the change, the Agency must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the employer reasonably believes will be the effects of the change on the employees; and
 - information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 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).

289. The Agency is not required to disclose confidential or commercially sensitive information to employees.

290. The Agency must give prompt and genuine consideration to matters raised by the relevant employees in relation to the changes.

Employee Consultative Forum

291. The Agency will establish and maintain an Employee Consultative Forum for the life of this Agreement, which will also incorporate the WHS Committee.

PART M DISPUTE RESOLUTION PROCEDURE

Resolution of Disputes

292. If a dispute relates to a matter arising under this Agreement or the NES, this Part sets out procedures to settle that dispute.
293. An employee who is a party to a dispute may appoint a representative for the purposes of the procedures in this Part.
294. In the first instance, the parties to the dispute must attempt to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
295. 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.
296. The Fair Work Commission may deal with the dispute in two stages:
- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

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

297. While the parties are trying to resolve the dispute using the procedures in this Part:
- 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 Agency to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable work health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
298. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

APPENDIX 1 AGENCY SALARY SCALES

General Classifications, Broadbands and Salary Increases (\$)

Broadband	Classification	Pay point	Current	On Commencement 2%	12 month from Commencement (2%)	24 months from commencement (2%)
	Executive level 2	4	\$139,275	\$142,061	\$144,902	\$147,800
		3	\$130,360	\$132,967	\$135,627	\$138,339
		2	\$122,955	\$125,414	\$127,922	\$130,481
		1	\$116,190	\$118,514	\$120,884	\$123,302
	Public affairs officer (EL 1)	1	\$112,350	\$114,597	\$116,889	\$119,227
	Executive level 1	4	\$109,640	\$111,833	\$114,069	\$116,351
		3	\$103,465	\$105,534	\$107,645	\$109,798
		2	\$100,940	\$102,959	\$105,018	\$107,118
		1	\$98,600	\$100,572	\$102,583	\$104,635
Broadband 2	APS6	3	\$88,375	\$90,143	\$91,945	\$93,784
		2	\$82,755	\$84,410	\$86,098	\$87,820
		1	\$80,215	\$81,819	\$83,456	\$85,125
	APS5	3	\$76,220	\$77,744	\$79,299	\$80,885
		2	\$72,805	\$74,261	\$75,746	\$77,261
		1	\$71,410	\$72,838	\$74,295	\$75,781
	APS4	3	\$69,565	\$70,956	\$72,375	\$73,823
		2	\$66,365	\$67,692	\$69,046	\$70,427
		1	\$64,655	\$65,948	\$67,267	\$68,612
Broadband 1	APS3	2	\$61,905	\$63,143	\$64,406	\$65,694
		1	\$59,440	\$60,629	\$61,841	\$63,078
	APS2	3	\$56,755	\$57,890	\$59,048	\$60,229
		2	\$55,685	\$56,799	\$57,935	\$59,093
		1	\$53,230	\$54,295	\$55,380	\$56,488
	APS1	2	\$49,555	\$50,546	\$51,557	\$52,588
		1	\$45,320	\$46,226	\$47,151	\$48,094
		Age 20	\$41,240	\$42,065	\$42,906	\$43,764
		Age 19	\$36,710	\$37,444	\$38,193	\$38,957
		Age 18	\$31,730	\$32,365	\$33,012	\$33,672
		Under 18	\$27,195	\$27,739	\$28,294	\$28,860

Junior rates of pay are only applicable to the APS1 classification level and will be calculated as a percentage of an APS1 equivalent adult base rate of pay as follows:

- Under 18 years of age 60%
- At 18 years of age 70%
- At 19 years of age 81%
- At 20 years of age 91%

APPENDIX 2 GOVERNMENT LAWYER BROADBANDS

Salary on transfer to Government Lawyer Broadband

Broadband	Classification	Pay point	Current	On Commencement 2%	12 month from Commencement (2%)	24 months from commencement (2%)
Principle Government Lawyer	Executive level 2	2	\$142,930	\$145,789	\$148,704	\$151,678
		1	\$132,510	\$135,160	\$137,863	\$140,621
Senior Government Lawyer	Executive level 1	3	\$121,620	\$124,052	\$126,533	\$129,064
		2	\$103,600	\$105,672	\$107,785	\$109,941
		1	\$98,700	\$100,674	\$102,687	\$104,741
Government Lawyer	APS6	6	\$88,480	\$90,250	\$92,055	\$93,896
		5	\$82,880	\$84,538	\$86,228	\$87,953
		4	\$80,260	\$81,865	\$83,503	\$85,173
Government Lawyer	APS5	3	\$72,930	\$74,389	\$75,876	\$77,394
Government Lawyer	APS4	2	\$66,860	\$68,197	\$69,561	\$70,952
Government Lawyer	APS3	1	\$61,920	\$63,158	\$64,422	\$65,710

Government and Senior Government Lawyer

299. The employee's salary on transfer to the Government Lawyer Broadband will be the equivalent of their current salary within the relevant APS classification of the Government Lawyer Broadband, or if there is no equivalent salary, to the salary closest to, but not lower than their current salary. Where the employee's salary is above the top pay point of the relevant APS classification within the Government Lawyer Broadband the employee will retain their current salary until such time as their salary falls within the pay point range of the relevant APS classification within the Government Lawyer Broadband.

Principal Government Lawyer

300. Where a transfer to the Principal Government Lawyer Broadband is approved, the employee will move from his or her current salary to the equivalent salary in the Principal Government Lawyer Broadband, or, where there is no equivalent salary, to the salary point closest to, but not lower than their current salary.

301. Where the employee's current salary exceeds the top pay point of the Principal Government Lawyer Broadband the employee will retain their current salary until such

time as their salary falls within the pay point range of the Principal Government Lawyer Broadband.

Salary Determination

302. Where an employee commences in, or is promoted to a Government Lawyer, Senior Government Lawyer, or Principal Government Lawyer position, salary will be determined within the relevant classification level set out above having regard to the experience, qualifications and skills of the employee and his or her likely corporate contribution. This is subject to the employee not being paid higher than the first pay point in the Government Lawyer scale, unless the Chief Executive Officer is satisfied that the employee has been admitted as a legal practitioner, however described, to the Supreme Court of a State or Territory.

Government Lawyer Advancement Provisions

303. Advancement through the salary points above will be effective from 15 August each year, after assessment of performance under the Agency's Performance and Development Scheme as set out in [Part I](#) of this Agreement (to the extent that it is not inconsistent with this Schedule) and subject to the following conditions:
- a) a Government Lawyer who is not on the top pay point for their classification and whose performance is rated as at least "Satisfactory" against both the Key Deliverables and Observable Work Behaviours may advance up to a maximum of three incremental pay points.
 - b) an employee within the Government Lawyer Broadband shall not be advanced beyond the first pay point in the Government Lawyer Broadband unless the Chief Executive Officer is satisfied that the employee has been admitted as a legal practitioner, however described, to the Supreme Court of a State or Territory.
 - c) the Chief Executive Officer determines that the employee is capable of performing work at the higher level;
 - d) there is work available at that level for the employee to perform; and
 - e) Advancement above the sixth pay point will not occur unless the employee has been performing the work of the type and complexity required of a Senior Government Lawyer for at least three months.
304. Where an employee is advanced to the Senior Government Lawyer classification level, such an employee will only be advanced to the first salary point in the Senior Government Lawyer scale and must remain at that level for at least 12 months before being eligible for further advancement within the Senior Government Lawyer scale.
305. Where the Chief Executive Officer determines that there is more than one employee at the Government Lawyer level who is capable of performing work at the Senior Government Lawyer classification level, but that there is insufficient work available at the Senior Government Lawyer classification level for all such employees, a merit selection exercise should be conducted to determine which employee or employees will be advanced to the Senior Government Lawyer classification level.

APPENDIX 3 SAFE WORK AUSTRALIA TRAINING BROADBAND

Broadband	Classification	Pay point	Current	On Commencement 2%	12 month from Commencement (2%)	24 months from commencement (2%)
Safe Work Australia Training Broadband	APS4	3	\$69,155	\$70,538	\$71,949	\$73,388
		2	\$66,470	\$67,799	\$69,155	\$70,538
		1	\$64,655	\$65,948	\$67,267	\$68,612
	APS3	2	\$61,915	\$63,153	\$64,416	\$65,705
		1	\$59,450	\$60,639	\$61,852	\$63,089
	APS2	3	\$56,720	\$57,854	\$59,011	\$60,192
		2	\$55,675	\$56,789	\$57,924	\$59,083
		1	\$53,230	\$54,295	\$55,380	\$56,488
	APS1	2	\$49,550	\$50,541	\$51,552	\$52,583
		1	\$45,320	\$46,226	\$47,151	\$48,094
		Age 20	\$41,240	\$42,065	\$42,906	\$43,764
		Age 19	\$36,710	\$37,444	\$38,193	\$38,957
		Age 18	\$31,725	\$32,360	\$33,007	\$33,667
		Under 18	\$27,190	\$27,734	\$28,288	\$28,854

- Notes: (a) A Cadet APS undertaking full-time study will be paid at 57% of the minimum (including junior rates where applicable) that would be payable to the Cadet APS if he or she was performing practical training.
- (b) Junior rates of pay are only applicable to the APS1 classification level and will be set as a percentage of an APS1 equivalent adult base rate of pay as follows:
- under 18 years of age – 60%
 - at 18 years of age – 70%
 - at 19 years of age – 81%
 - at 20 years of age – 91%

APPENDIX 4 INTERPRETATION AND DEFINITIONS

“Agency” means Safe Work Australia.

“Agreement” means the *Safe Work Australia Enterprise Agreement 2015-2018*.

“APS” means Australian Public Service.

“APS employee” has the same meaning as the *Public Service Act 1999*.

“Broadband” refers to the combination of two or more classifications in a single unit called a Broadband. A Broadband encompasses the full range of work value of the classifications contained within it.

“Cadet APS” means an employee allocated the classification of Cadet APS in accordance with the *Public Service Classification Rules 2000*.

“Canberra Region” includes:

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

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

“Chief Executive Officer” means the Agency Head of Safe Work Australia and his or her delegate.

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

“Defence Reserve Service Act” means the *Defence Reserve Service (Protection) Act 2001*.

“Delegate” means a person to whom the Chief Executive Officer of Safe Work Australia has given the legal capacity to exercise a power or function under this Agreement.

“Dependant” means

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

“Employee/s” means an employee of Safe Work Australia covered by this Agreement (whether full-time or part-time) and includes employees on temporary placement in the Agency.

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

“Family” means a person who:

- a) is a Partner of the employee;
- b) is a parent, grandparent, grandchild or sibling of the employee or of the Partner of the employee; or
- c) is a child, adopted child or a foster child, including an adult child of the employee; or
- d) is related through traditional kinship and is in a genuine domestic or household relationship with the employee; or
- e) otherwise is a member of the employee's household but not employed by the employee; or

- f) the Chief Executive Officer is satisfied has a strong familial affinity with the employee.

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

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

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

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

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

“Manager” means the person to whom the employee is responsible and is authorised by the Chief Executive Officer to exercise the powers and responsibilities of a manager or supervisor in relation to that employee.

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

“NES” means National Employment Standards

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

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

“Partner”, where an employee is a member of a couple means the other member of the couple and includes:

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

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

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

“Public Service Act 1922” means the *Public Service Act 1922*.

“Safe Work Australia Graduate” means an employee who has successfully completed a tertiary qualification or comparable course of training. Graduates undertake a structured program of training and work placements.

“Safe Work Australia Trainee” means an employee allocated the Classification of Trainee APS (Administrative) in accordance with the *Public Service Classification Rules 2000*.

Trainee APS (Administrative) employees undertake a training program for a period of 12 months which combines time at work with training, and can be full-time, part-time or school-based.

“SES” means a member of the APS Senior Executive Service employed by Safe Work Australia. A reference to the SES includes their equivalents as provided for in Schedule 1 of the Public Service Classification Rules 2000.

“Social Security Act” means the *Social Security Act 1991 (Cth)*.

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