

Attorney-General's Department Agreement 2007

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Part 1 Introduction

Division 1.1 About this Agreement

1.01 Objective and overriding commitment

- (1) This Agreement aims to support the Attorney-General's Department in its objective of achieving a just and secure society, by:
 - valuing and developing its employees through:
 - remuneration and conditions that are competitive and affordable
 - encouraging high performance and ongoing learning
 - recognising the significant contribution and effort of our employees
 - working together, by:
 - fostering open communication
 - building trust through a strong emphasis on people management responsibilities
 - promoting flexibility and responsiveness in order to meet the challenges of the future
 - ensuring health and wellbeing, including:
 - having measures promoting a work and life balance
 - providing a safe and healthy workplace.
- (2) This Agreement represents a commitment by the Department and its employees to identify and realise productivity improvements and to ensure that salary increases and other benefits under this Agreement can be provided without diminishing the Department's responsiveness to the Government in providing timely advice and implementing the Government's policies and programs.

1.02 Particular commitments

This Agreement evidences a commitment by the Department and its employees to:

- delivering high quality professional public service in accordance with the APS Values set out in section 10 of the *Public Service Act 1999*
- achieving productivity gains through:
 - optimising use of the Department's information and communications technology
 - streamlining the Department's recruitment processes
 - continuing to apply the Department's Working Smarter Principles to enhance efficiency
 - simplifying administrative arrangements

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- encouraging employees to be aware of and apply continuous improvement principles in all facets of their work
- developing and enhancing a high performance culture in the Department, particularly by:
 - removing unnecessary prescription and developing arrangements that best suit the Department’s needs and the interests of employees
 - providing a framework for improved communication on performance issues
- recognising the productive benefits of diverse backgrounds, experiences, skills and perspectives, and encouraging employment equity as a key element of developing diversity
- providing sufficient support and flexibility in the workplace to enable employees to balance work and life responsibilities
- investing in employees’ skills, training and career development to increase their value in the Department
- providing competitive remuneration, and terms and conditions, to facilitate the employment of the best people for the tasks at hand
- an employment relationship based on consultation, cooperation, trust and reasonableness.

1.03 Salary increases

- (1) In recognition of productivity improvements arising under this Agreement, salaries payable to employees of the Department whose employment is subject to this Agreement are increased by the following amounts:
 - (a) from commencement of this Agreement — 4.5%;
 - (b) from 1 August 2008 — 4.5%;
 - (c) from 1 August 2009 — 4.5%.
- (2) In addition to the general salary increases, this Agreement also provides for the following additional one-off salary increases:
 - (a) for the APS Level 1 and APS Level 2 classifications — an additional 2% salary increase;
 - (b) for the Graduate APS classification — an additional 4.5% salary increase.

Division 1.2 Preliminary

1.04 Name of Agreement

This Agreement is the *Attorney-General’s Department Agreement 2007*.

1.05 Application and coverage

- (1) This Agreement is made under section 328 of the *Workplace Relations Act 1996*.
- (2) The parties to this Agreement are:
 - (a) the Secretary of the Attorney-General's Department, on behalf of the Commonwealth; and
 - (b) the Community and Public Sector Union; and
 - (c) the Media, Entertainment and Arts Alliance.
- (3) This Agreement applies to all non-SES employees (within the meaning of the *Public Service Act 1999*) in the Attorney-General's Department, but does not apply to APS employees (within the meaning of the *Public Service Act 1999*) who are parties to Australian Workplace Agreements (*AWAs*) that are in force (whether made before, on or after the date on which this Agreement commences).

1.06 Interpretation

- (1) In this Agreement:

AIRC means the Australian Industrial Relations Commission.

approved classification means an approved classification under the Classification Rules.

Classification Rules has the same meaning as in the *Public Service Act 1999*.

commencement date means the date on which, under subclause 7.01 (1), this Agreement commences.

current AGD employee means a person who is an employee on the commencement date.

Department means the Attorney-General's Department.

employee means an employee to whom this Agreement applies (as set out in subclause 1.05 (3)).

non-ongoing APS employee has the same meaning as in the *Public Service Act 1999*.

ongoing APS employee has the same meaning as in the *Public Service Act 1999*.

ordinary hours of work:

- (a) for a full-time employee — has the meaning given by subclause 4.06 (1); and
- (b) for a part-time employee — has the meaning given by subclause 4.06 (2).

ordinary span of work hours has the meaning given by subclause 4.06 (3).

part-time employee means an employee whose ordinary hours of duty amount to less than 75 hours over 2 weeks, other than an employee eligible

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for a loading under subclause 3.03 (1) for performing duties that are intermittent or irregular.

pay point, for an employee, means the pay point mentioned in Schedule 1 at which salary is payable to the employee.

public holiday has the meaning given by clause 4.15.

salary has the meaning given by clause 1.07.

salary barrier means:

- (a) for Subdivisions 3.2.3, 3.2.4 and 3.2.5 — the APS Level 6 classification; and
- (b) for clause 3.37 — the APS 4.2 pay point.

Secretary means the Secretary of the Department.

SES employee has the same meaning as in the *Public Service Act 1999*.

shiftworker means an employee who is rostered to perform ordinary duty outside the hours of 6.30 am to 6.00 pm for an ongoing or fixed period.

standard hours has the meaning given by clause 4.10.

WRA means the *Workplace Relations Act 1996*, as amended from time to time.

WRC means the Department's Workplace Relations Committee.

- (2) A reference to an AGD Employee Relations Advice by name is a reference to the AGD Employee Relations Advice by that name, as in force from time to time.

1.07 Meaning of **salary**

The salary rate payable to an employee under Schedule 1 is the employee's **salary** for all purposes and is not affected for any purpose by the employee's participation in a variable purchased leave arrangement or an election to sacrifice salary for non-monetary benefits.

Part 2 Supporting a professional Department

Division 2.1 Workplace diversity

2.01 Commitment

- (1) The parties to this Agreement recognise that ensuring equity in employment and eliminating workplace discrimination and harassment are essential for developing a diverse workforce, attracting and retaining high quality employees and maximising productivity.
- (2) The Department will continue to uphold and promote a work environment that is free from discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin or union membership.
- (3) Nothing in this Agreement is intended to affect:
 - (a) treatment exempted under Commonwealth anti-discrimination legislation; or
 - (b) junior rates of pay; or
 - (c) an employee pursuing matters of discrimination in a State or Federal jurisdiction; or
 - (d) the exemptions mentioned in subsections 659 (3) and (4) of the WRA.

Division 2.2 Study leave and assistance

2.02 Availability of study leave and assistance

The Secretary may grant leave of absence or financial assistance to an employee for the purpose of study relevant to employment in the Department. For more information about studies assistance, employees should consult the AGD Employee Relations Advice *Study Assistance and Policy Guidelines*.

Division 2.3 A strategic learning and development plan

2.03 Commitment and measures to be taken

- (1) The Department recognises that the skills and knowledge of its employees are critical to its ability to meet its objectives. Further, the parties to this Agreement acknowledge the importance of learning and development opportunities both in building the capability of the Department and also in serving the development needs and career aspirations of its employees.

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- (2) The Department's People Development Strategy (*PDS*) provides a framework for a range of development and training opportunities. The PDS is aimed at meeting the development needs as identified through the Department's Program for Performance Improvement (*PPI*).
- (3) All employees are encouraged and expected to take personal responsibility for participating fully in the PPI and taking full advantage of relevant PDS opportunities.

Division 2.4 Employee retention

2.04 Commitment and measures to be taken

- (1) The Department is committed to attracting and retaining skilled and motivated employees by offering challenging and stimulating work, career and mobility opportunities, competitive rewards and recognition, and by providing a friendly and supportive work environment.
- (2) The Department will continue to seek feedback from employees about working in the Department by supporting the further use of department wide staff surveys and other less formal consultation mechanisms.
- (3) The Department will develop, within 12 months after the commencement date, a retention strategy for mature age workers. Development of the strategy will include evaluation of:
 - (a) a 4 year in 5 deferred salary scheme; and
 - (b) an employee initiated fractional work scheme.

Division 2.5 Sound leadership and management

2.05 Commitment

The Department is fully committed to developing its current and future leaders and managers through its Leadership Framework as set out in the PDS.

Division 2.6 Internal mobility

2.06 Commitment

- (1) The Department recognises that flexible mobility arrangements are a central element in the development of a skilled and flexible workforce.
- (2) By creating mobility opportunities, the Department will enhance career development opportunities, create a more mobile and flexible workforce to enable best use of skills and resources, and enhance the Department's prospects of retaining high quality staff.

Part 3 Developing and enhancing a high performance culture

Division 3.1 Managing for better performance

3.01 Program for performance improvement

- (1) The Program for Performance Improvement (*PPI*) provides the basis for managing the performance of AGD employees, particularly to improve work performance, consistent with the achievement of corporate objectives by:
 - (a) ensuring that everyone in a work team has a clear understanding of his or her role and responsibilities; and
 - (b) facilitating the early identification of employee underperformance based on objective work-related data; and
 - (c) identifying personal development opportunities for employees that are relevant to their professional and career goals and the Department's skill and knowledge requirements; and
 - (d) ensuring there are no 'surprises' for employees concerning manager appraisals of their work performance.
- (2) Employees covered by this Agreement will participate in the PPI. For more information about the PPI, employees should consult the AGD Employee Relations Advice *Program for Performance Improvement*.

3.02 PPI and underperformance

- (1) The parties to this Agreement agree that, although the emphasis of the PPI is on facilitating and positively reinforcing performance that *meets all key performance targets* or *exceeds most performance targets*, performance that *does not meet performance targets* provides a trigger for action under the Department's procedures for managing underperformance. Continued performance that *meets most performance targets* but does not *meet all key performance targets* may also result in action under the procedures for managing underperformance.
- (2) Under the procedures for managing underperformance that apply to ongoing employees:
 - (a) the employee will be afforded procedural fairness, including the right to be represented, if the employee chooses, by his or her chosen representative, in discussions with managers about the application of the procedures; and

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- (b) a formal assessment may be made of the employee's performance over a period of:
 - (i) at least 6 weeks; and
 - (ii) not more than 13 weeks.
- (3) Different procedures for managing underperformance may apply to employees on probation and non-ongoing employees.
- (4) For more information about managing underperformance, employees should consult the AGD Employee Relations Advice *Managing Underperformance*.

Division 3.2 Job classification and remuneration

3.03 Irregular or intermittent (casual) employment

- (1) If an employee is employed for duties that are intermittent or irregular, the employee is to receive a 20% loading for the intermittent or irregular nature of the duties.
- (2) An employee who receives the 20% loading is not entitled to annual leave, personal leave (except unpaid carer's leave), compassionate leave, paid parental leave, discretionary miscellaneous leave or payment for public holidays but is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

Subdivision 3.2.1 Classification structure and associated arrangements

3.04 Classification structure

The classification structure, including training classifications, for employees is set out in Schedule 1.

3.05 Broadbanding within the 8 level classification structure

- (1) A position that would have been classified as APS Level 1 or APS Level 2 because it satisfies the work level standards for APS Level 1 or APS Level 2 is to be classified as a broadbanded APS Level 1–2 position.
- (2) Subject to subclause (3), the Secretary may create a broadbanded position covering more than 1 classification if the broadbanded position is appropriate for the position's duties and the AGD work level standards.

Note Work level standards are issued under rule 10 of the Classification Rules.
- (3) The Secretary will not create a broadbanded position that includes either the Executive Level 1 or Executive Level 2 classification.

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- (4) In considering whether to create a broadbanded position, the Secretary must have regard to any requirement for the use of particular professional or specialist qualifications in the position and the prevailing conditions of employment for persons with those qualifications.
- (5) In creating a broadband position, the Secretary will act consistently with Government policy in relation to broadbanding.
- (6) If an employee is assigned the duties of a broadbanded position, the employee retains the approved classification allocated to him or her, as determined by reference to the salary rate payable to the employee under Schedule 1.

3.06 Treatment of positions requiring legal qualifications and skills

A position that requires an employee to hold a degree in law, or admission in Australia as a legal practitioner, and to use professional legal skills and abilities must be:

- (a) a broadbanded position covering the APS Level 3, 4, 5 and 6 classifications (locally designated *Legal Officer*); or
- (b) a position classified as Executive Level 1 (locally designated *Senior Legal Officer*); or
- (c) a position classified as Executive Level 2 (locally designated *Principal Legal Officer*).

3.07 Work level standards

- (1) Positions in the Department are classified with regard to the AGD work level standards and the kind of work allocated to the position. The AGD Generic Capabilities form part of the work level standards. Positions can be broadbanded under clause 3.05.
- (2) The Secretary may review the work level standards during the life of this Agreement.
- (3) To ensure consistent classification of positions, the Secretary will ensure that assistance is provided, as necessary, to managers and supervisors to ensure that duty statements, selection criteria and job specifications are developed with regard to the work level standards.

Note Work level standards are issued under rule 10 of the Classification Rules.

3.08 Graduate APS employees

- (1) An employee who is classified as a Graduate APS employee must undertake a course of training decided by the Secretary.
- (2) If the Secretary is satisfied that the employee has successfully completed the course of training, the Secretary must:
 - (a) allocate to the employee the approved classification of APS Level 3; and

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- (b) subsequently assign the employee:
 - (i) if the employee has a degree in law — the duties of a Legal Officer (broadbanded APS Levels 3, 4, 5 and 6) position; or
 - (ii) in any other case — the duties of a broadbanded APS Levels 3, 4 and 5 position;at the minimum pay point of the APS Level 4 classification.

Subdivision 3.2.2 Remuneration

3.09 Salary rates

- (1) Salary rates payable to employees (other than employees employed under the Supported Wage System) are set out in Schedule 1.
- (2) The Secretary will determine the pay rate applying to an employee employed under the Supported Wage System at a rate that is not less than the minimum pay rate set in accordance with the Supported Wage System.

Note For the Supported Wage System, see the decision of the Australian Industrial Relations Commission dated 10 October 1994 (print L5723).

- (3) Transitional salary arrangements for certain AGD employees are set out in Part 2 of Schedule 2.
- (4) For section 182 of the WRA (guarantee of basic periodic rate of pay), the averaging period will be successive 6 month periods beginning on the commencement date.

3.10 Salary on starting in a new position

- (1) The starting salary of an employee who is assigned a position on engagement or promotion, or on movement from another APS agency, is at the minimum pay point for the classification or broadband.
- (2) However, the Secretary may approve a starting salary at a higher pay point.
- (3) If an employee is promoted within the Department, the employee's pay point must not be lower than the pay point at which the employee would be entitled to be paid if the employee were undertaking higher duties in the relevant classification or broadband.

3.11 Ongoing assignment of new duties at approved classification

- (1) An employee may be assigned new duties on an ongoing basis in a different position at his or her approved classification at any pay point applicable to the classification.
- (2) If an employee asks in writing to perform work at a lower classification level temporarily, the Secretary may decide that the employee be paid salary at a pay point applying to the lower level for the period requested by the employee.

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- (3) However, the pay point at which the employee is to be paid salary may not be lower than the pay point at which the employee was paid salary immediately before the assignment unless:
 - (a) the employee agrees; or
 - (b) the reduction in pay point is because of a sanction for misconduct under the *Public Service Act 1999*.

3.12 Salary maintenance — movement from another agency

- (1) This clause applies to a person moving to the Department from another department or agency if the salary the person was receiving in the other department or agency immediately before the movement (the *current salary*) exceeds the maximum salary payable under this Agreement for the classification level to which the person is moving (the *maximum salary*).
- (2) The Secretary may treat the maximum salary as an amount not less than the person's current salary.

3.13 Junior rates

An employee who is aged under 21 and whose position is at the APS Level 1 or Cadet APS classification is to be paid a junior rate of pay, as a percentage of the APS Level 1 or Cadet APS adult rate of pay, as follows:

- (a) under 18 years — 60%;
- (b) at 18 years — 70%;
- (c) at 19 years — 81%;
- (d) at 20 years — 91%.

3.14 Salary advancement

- (1) Subject to clause 3.13, an employee is eligible for salary advancement if:
 - (a) the employee's performance has been rated as at least *meets all key performance targets* under the PPI at the end of an appraisal cycle; and
 - (b) the employee has at least 5 months service under a performance agreement at or above the employee's current classification in the appraisal cycle period.
- (2) If the employee is rated *exceeds most performance targets* or *meets all key performance targets*, the employee is to be advanced 1 pay point.
- (3) The Secretary may, for a particular employee and in special circumstances, approve a different appraisal cycle or a different date of effect for advancement of the employee's salary.

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3.15 Minimum pay point for admitted Legal Officers

- (1) An employee locally designated as a Legal Officer is entitled to be paid salary at the APS 4.3 (LO 4) pay point:
 - (a) for a new employee who is admitted as a legal practitioner of a State or Territory — on engagement with the Department; or
 - (b) in any other case — on admission as a legal practitioner of a State or Territory.
- (2) Salary advancement through the PPI is not affected by this clause.

3.16 Payment of salary

- (1) An employee will be paid fortnightly.
- (2) The fortnightly rate of salary is:

$$\text{annual salary} \times \frac{12}{313}$$

Subdivision 3.2.3 Overtime

3.17 Application

Except as provided by subclause 3.24 (7), this Subdivision does not apply to duty under a restriction direction or emergency duty.

Note For duty under a restriction direction and emergency duty, see clauses 3.24 and 3.25.

3.18 Overtime — general

- (1) Overtime is work performed:
 - (a) outside the employee's ordinary span of work hours on a day between Monday to Friday (inclusive); or
 - (b) within that ordinary span of work hours, but outside the number of ordinary hours of work the employee would work on a day (or is rostered to work on that day); or
 - (c) on a Saturday, Sunday or public holiday.
- (2) An employee may be directed to perform overtime.
- (3) For overtime there must be:
 - (a) a direction given to the employee to perform the work before the work is performed; or
 - (b) if circumstances do not permit a direction to be given before the work is performed, subsequent written approval.
- (4) An employee is entitled to overtime rates unless the employee is at a classification level above the salary barrier.

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- (5) However, the Secretary may authorise payment of overtime rates to an employee at a classification level above the salary barrier.
- (6) For the purpose of determining whether overtime begins immediately after the end of ordinary hours of work, a meal period is to be disregarded.

Note For limitation on the application of this Subdivision in relation to shiftworkers, see clause 3.30.

3.19 Overtime rates

- (1) Overtime rates are calculated as follows:
 - (a) for overtime performed on a day other than a Sunday or public holiday — time and a half for the first 3 hours and double time after that;
 - (b) for overtime performed on a Sunday — double time;
 - (c) for overtime performed on a public holiday:
 - (i) double time and a half; or
 - (ii) for duty within standard hours on the public holiday — time and a half additional to single time paid for the public holiday.
- (2) For overtime that does not:
 - (a) begin immediately after the end of ordinary hours of work; or
 - (b) end immediately before the beginning of ordinary hours of work;the employee is to be paid for at least 4 hours at the relevant overtime rate.
- (3) However, if more than 1 attendance is required, the payment for overtime must not be more than the amount that would have been paid if the employee had remained on duty until the end of the final required attendance.

3.20 Part-time employees above the salary barrier

- (1) For a part-time employee who is at a classification level above the salary barrier and for whom the Secretary has not authorised payment of overtime under subclause 3.18 (5), the rate of salary payable for duty performed at direction in addition to the employee's ordinary hours of work is the normal hourly rate.
- (2) However, the total ordinary duty and extra duty at the normal hourly rate must not exceed:
 - (a) on any day:
 - (i) 7 hours and 30 minutes; or
 - (ii) if the employee's standard hours on that day are more than 7 hours and 30 minutes — those standard hours; and
 - (b) in any week — 37 hours and 30 minutes.

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3.21 Rest relief after overtime

- (1) This clause applies if an employee performs overtime that would result in the employee not having at least 8 consecutive hours off duty (plus reasonable travelling time to and from work):
 - (a) between the end of the ordinary duty on any day or shift, and the start of the employee's ordinary hours of work on the next day or shift; or
 - (b) on a Saturday, Sunday or a public holiday (unless the day is an ordinary working day for the employee) or on a rostered day off, in the 24 hours preceding the time when the employee will next ordinarily begin duty.
- (2) The employee:
 - (a) may be absent from work, after performing the overtime, for 8 consecutive hours (plus reasonable travelling time); and
 - (b) is entitled to payment for any period of ordinary working time occurring in the employee's absence.
- (3) However, if the employee is not able to be absent from work because the employee is required to continue or resume work, the employee is entitled to be paid overtime at the rate of double time until the employee has at least 8 consecutive hours off duty (plus reasonable travelling time).
- (4) This clause does not apply to an employee at a classification level above the salary barrier.

3.22 Overtime meal allowance

- (1) This clause applies to an employee who:
 - (a) works overtime after ordinary duty for a day to the end of, or after, a meal period without taking a meal break; or
 - (b) works overtime after ordinary duty for a day after a meal break, if the employee is not entitled to payment during the meal break; or
 - (c) works overtime before the start of ordinary hours of duty for a day and takes a meal break, if the employee is not entitled to payment during the meal break; or
 - (d) works overtime on a Saturday, Sunday or public holiday continuing after a meal break, if the employee is not entitled to payment during the meal break.
- (2) The employee is entitled to a meal allowance. At the commencement of this Agreement, the allowance is \$22.60.

Note For variation of the allowance, see clause 3.54.
- (3) For this clause, a ***meal period*** is:
 - (a) 7.00 am to 9.00 am; or
 - (b) 12 noon to 2.00 pm; or
 - (c) 6.00 pm to 7.00 pm; or

- (d) midnight to 1.00 am.
- (4) The Secretary may agree with an employee to other meal periods for the purpose of this clause.
- (5) However, any agreement must provide for 4 meal periods in a 24 hour period.

Subdivision 3.2.4 Restriction

3.23 Restriction direction

- (1) An employee may be directed to be contactable and available to perform duties outside the employee's ordinary hours of work (a *restriction direction*).
- (2) A restriction direction must be in writing, stating what the employee is directed to do and how that differs from the employee's normal work conditions.

3.24 Restriction allowance

- (1) An employee is entitled to an allowance (a *restriction allowance*) if the employee:
 - (a) is subject to a restriction direction; and
 - (b) is not at a classification level above the salary barrier.
- (2) However, the Secretary may grant a restriction allowance to an employee at a classification level above the salary barrier.
- (3) The allowance is to be paid for each hour or part of an hour restricted in accordance with the following table:

Period of restriction	Allowance (% of employee's hourly rate of salary)
Monday to Friday	7.5%
Saturday or Sunday	10%
Public holiday	15%

- (4) However, if the Secretary has granted a restriction allowance to an employee at a classification level above the salary barrier, the salary for working out the hourly rate of salary is taken to be the maximum salary payable to an employee at the APS Level 6 classification.
- (5) Despite subclauses (3) and (4), the Secretary may approve another rate of restriction allowance for an employee, having regard to the circumstances of the restriction direction.
- (6) Restriction allowance is not payable for any period for which the employee receives another payment.

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- (7) If an employee who is subject to a restriction direction is required to perform duty, the relevant overtime provisions apply to the duty, subject to:
 - (a) if the employee is not recalled to a place of work to perform the duty — a 1 hour minimum payment; and
 - (b) if the employee is recalled to a place of work to perform the duty — a 3 hour minimum payment.

Subdivision 3.2.5 Emergency duty

3.25 Emergency duty

- (1) This clause applies if:
 - (a) an employee is directed to attend for duty to meet an emergency; and
 - (b) the employee would not ordinarily have been on duty at that time; and
 - (c) the employee was not given notice of the direction before ceasing ordinary duty; and
 - (d) the employee is not at a classification above the salary barrier.
- (2) However, the Secretary may decide that this clause applies to an employee at a classification above the salary barrier.
- (3) For the time on duty, the employee is to be paid:
 - (a) at the rate of double time; and
 - (b) for at least 2 hours.
- (4) The time on duty is taken to include time necessarily spent in travelling to and from duty.
- (5) This clause does not apply if the employee is subject to a restriction direction.
- (6) Clause 3.21 (rest relief after overtime) does not apply to overtime worked in circumstances covered by this clause unless the actual time worked is at least 3 hours for each attendance.

Subdivision 3.2.6 Shiftwork

3.26 General

- (1) The introduction of a shiftwork roster, or a new roster or arrangement of shift cycles, may be approved by the Secretary after consultation with the affected employees.
- (2) A shift roster must specify the starting and finishing times of ordinary hours of duty for each shift.
- (3) An employee should not be required to work more than 1 shift in each 24 hours, except at the regular change-over of shifts.

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- (4) Despite subclause (2), the rostered hours of duty for an employee may be changed:
 - (a) by agreement between the employee and the employee's supervisor; or
 - (b) by the employee's supervisor on 7 days notice; or
 - (c) by the employee's supervisor on less than 7 days notice, if the hours of duty outside the previously rostered hours of duty are treated as overtime.
- (5) However, overtime rates are not payable if the supervisor cannot give 7 days notice because of the sickness or unanticipated absence of another employee.

3.27 Shift penalties

- (1) In addition to an employee's ordinary salary (including higher duties allowance), the employee is entitled to the highest penalty rate for shiftwork that applies to the performance of shiftwork set out in the following table:

Rostered time of ordinary duty	Penalty rate (% of employee's hourly rate of salary)
Ordinary duty, any part being between 6.00 pm and 6.30 am	15%
Ordinary hours worked continuously for a period exceeding 4 weeks on a shift falling wholly within the period from 6.00 pm to 8.00 am	30%
Ordinary duty, Saturday	50%
Ordinary duty, Sunday	100%
Ordinary duty, public holiday	150%

- (2) However, a part-time employee is entitled to the 30% penalty rate mentioned in subclause (1) only if:
 - (a) the employee's rostered ordinary duty involves working no fewer shifts each week, or no fewer shifts a week on average over the shift cycle, than an equivalent full-time employee; and
 - (b) the shift is part of a full-time shift that is wholly between 6.00 pm and 8.00 am.
- (3) Payments for shift penalty rates must not be taken into account in working out overtime or any allowance based on salary.
- (4) Shift penalty rates will not be paid for a shift for which another penalty payment is made.
- (5) An employee who regularly performs shiftwork is entitled, when the employee is on annual leave, to 50% of the penalties that would be attracted by working the employee's regular shift pattern over the period of the leave.

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3.28 Shiftwork and public holidays

- (1) For ordinary duty performed on a public holiday, the employee is to be paid for at least 4 hours at the relevant rate for each attendance (other than for an attendance that is continuous with ordinary duty on the day before, or the day after, the public holiday).
- (2) However, if more than 1 attendance is required, the payment must not be more than the amount that would have been paid if the employee had remained on duty until the end of the final attendance.
- (3) For this clause, duty broken by a meal period is not more than 1 attendance.
- (4) If, for an employee who performs duty on each of the days of the week in a cycle of shifts on a regular roster of shiftwork, a public holiday occurs on a day when the employee is rostered off duty, the employee is entitled to:
 - (a) leave for a day instead of the public holiday; or
 - (b) an amount equal to salary for a day at the ordinary rate for the employee.
- (5) Subject to subclause (6), if the employee is receiving an annualised penalty payment under clause 3.31, the employee may substitute, with the Secretary's approval, his or her entitlement under paragraph (4) (a) or (b) for an amount of leave in hours calculated as follows:

$$\frac{A}{B}$$

where:

A is the number of additional hours of leave to which the shift workforce is entitled under paragraph (4) (a).

B is the number of shiftworkers in the shift workforce.

- (6) Subclause (5):
 - (a) applies only if a majority of the shift workforce agrees to its application; and
 - (b) if a majority agrees to its application — applies to the whole of the shift workforce.
- (7) For this clause, unless subclause 4.16 (3) applies, duty performed on 25 December is taken to be duty performed on a public holiday even if another day has been declared as a substitute public holiday for that day.
- (8) For subclauses (5) and (6):

shift workforce, for an employee, means the shift workforce that is receiving the same annualised penalty payment under clause 3.31, as the employee.

3.29 12 hour shift arrangements

- (1) 12 hour shift arrangements may be introduced if:
 - (a) each employee affected by the proposed arrangement, and if the employee chooses, his or her chosen representative, is given a reasonable opportunity to be consulted; and
 - (b) the Secretary and a majority of affected employees agree to the arrangement.
- (2) The agreement is to include suitable roster arrangements, including meal breaks, to be determined by the Secretary following consultation with the affected employees and, if they choose, their chosen representatives.
- (3) If practicable, the arrangement should have a forward rotation of shifts (day following night), and should provide that an employee not work more than 3 consecutive night shifts.
- (4) The arrangement may provide for review of the arrangement after a trial period.

3.30 Shiftwork and overtime

- (1) Subject to this clause, shiftworkers are subject to the conditions for the payment of overtime in clause 3.18.
- (2) For a shiftworker, duty is overtime if:
 - (a) it is performed on any day that is outside the normal rostered ordinary hours of duty for the shiftworker on that day; or
 - (b) it is performed in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts.
- (3) For overtime performed on a Saturday, an employee must be paid at the rate of double time.
- (4) Unless there are exceptional circumstances:
 - (a) a shiftworker on 12 hour shifts should not be required to perform overtime within a period of 12 hours on either side of a normal day or night shift; and
 - (b) a shiftworker should not be required to remain on duty for more than 14 hours.

Subdivision 3.2.7 Annualised penalty payments

3.31 Secretary may approve rate of allowance

- (1) The Secretary may approve the payment to an employee of an allowance instead of some or all of the penalty payments or other remuneration benefits (including shiftwork penalties, overtime and restriction allowance) that would otherwise be payable for shiftwork.

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- (2) If the Secretary approves the payment of an allowance under subclause (1), the Secretary must:
 - (a) determine the rate at which the allowance is to be paid, as a percentage of the employee's salary, in accordance with subclause (3); and
 - (b) specify which entitlements are incorporated into the allowance.
- (3) The rate of payment of the allowance:
 - (a) must be based on an average of the entitlements that would have been payable to the employee over a period that reasonably reflects the ordinary working patterns of the employee; and
 - (b) may include an additional component in recognition of the flexibility afforded to the Department in relation to the deployment of employees and non-standard hours of duty.
- (4) The allowance is payable fortnightly.

Subdivision 3.2.8 Higher duties

3.32 Entitlement to higher duties allowance

- (1) An employee may be assigned to perform temporarily all or part of the duties of a position at a higher classification.
- (2) If, because of an assignment, or consecutive assignments, under subclause (1), an employee performs all or part of the duties of a position at a higher classification (including an SES position) for a continuous period of at least 2 weeks, the employee is eligible for payment of higher duties allowance for the period (including any public holiday or period of paid leave occurring during the continuous period).
- (3) If, because of an assignment, or consecutive assignments, under subclause (1), a full-time employee performs the duties of a position at a higher classification on a regular part-time basis for a period of at least 2 weeks, the employee is eligible for payment of higher duties allowance for the period of temporary assignment (including any public holiday or period of paid leave that occurs while assigned to the higher classified position).
- (4) The employee is eligible to be advanced to higher pay points for the higher position only if the employee's performance in the higher position has been assessed under the program for performance improvement for:
 - (a) a continuous period of 5 months or more higher duties within an appraisal cycle and if a performance agreement was in place for that assignment; or
 - (b) a total of 5 months or more higher duties in broken periods within an appraisal cycle, but involving at least 2 assignments covering periods of 2 months or more for which performance agreements were in place.

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- (5) If the employee is rated as *exceeds most performance targets* or *meets all key performance targets*, the employee must be advanced 1 pay point at the higher classification level.

3.33 Rates of higher duties allowance

- (1) An employee who is eligible for payment of higher duties allowance must be paid higher duties allowance at the rate applicable under this clause.
- (2) An employee performing all the duties of a position at a higher classification will receive payment at least at the minimum pay point for the higher classification.
- (3) However, if the employee's salary for his or her approved classification is at the Executive 1.3 pay point, the employee is to be paid higher duties allowance at a rate equal to the difference between:
- (a) the Executive 1.3 pay point; and
 - (b) the Executive 2.2 pay point.
- (4) Also, if the employee's salary for his or her approved classification is at the Executive 1.4 pay point, the employee is to be paid higher duties allowance at a rate equal to the difference between:
- (a) the Executive 1.4 pay point; and
 - (b) the Executive 2.3 pay point.
- (5) Also, if the employee has previously attained a higher pay point through pay point advancement under the PPI for previous performance at the classification, the employee is to be paid at that rate.
- (6) Also, the Secretary may approve the employee being paid at a higher pay point based on the demonstrated performance of the employee.
- (7) An employee performing part of the duties of a position at a higher classification will receive payment at a rate decided by the Secretary.
- (8) The amount of higher duties allowance payable is the difference between:
- (a) the employee's salary for his or her classification; and
 - (b) the salary payable to the employee under this clause.
- (9) An employee performing the duties of an SES position:
- (a) is to be paid higher duties allowance at a rate (not less than \$2 500 a year) decided by the Secretary; and
 - (b) may be entitled to other benefits and subject to conditions, as decided by the Secretary.

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Subdivision 3.2.9 Allowances, expenses and contributions

3.34 Motor vehicle allowance

- (1) If the Secretary considers that it will result in greater efficiency or involve less expense to the Department, the Secretary may authorise an employee to use a private vehicle for official purposes or for a relocation for which removal expenses are to be met by the Department.
- (2) An employee authorised to use a private vehicle for official purposes or relocation is entitled to a motor vehicle allowance. For more information about motor vehicle allowance, employees should consult the AGD Employee Relations Advice *Allowances*.

3.35 Travelling allowance — domestic travel

- (1) An employee who travels on official business and is required to be absent overnight is entitled to travelling allowance.
- (2) The Secretary may approve the payment of travelling allowance to an employee who travels on official business for at least 10 hours but is not required to be absent overnight.
- (3) For more information about travel allowance, employees should consult the AGD Employee Relations Advice *Official Travel*.
- (4) If the Secretary is satisfied that the standard travel allowance rate is insufficient for, or in excess of, expenses, the employee is entitled to an amount that the Secretary considers reasonable in the circumstances.
- (5) However, if an employee chooses to make private accommodation arrangements, the employee is to be paid \$60 as the accommodation component of the employee's travelling allowance.
- (6) If, for the purpose of official business, the employee has lived in 1 locality for at least 21 days, the employee is entitled to an allowance equal to the amount of expenditure incurred on accommodation, meals and incidental items, or an amount that the Secretary considers reasonable in the circumstances.
- (7) If practicable, and consistent with travelling allowance administration arrangements in the AGD Employee Relations Advice *Official Travel*, travelling allowance will be paid in advance.

3.36 Overseas official travel

If an employee is performing official duty overseas, the employee is entitled to fares, travelling allowance and other conditions. For more information about conditions for overseas travel, employees should consult the AGD Employee Relations Advice *Official Travel*.

3.37 Allowance for excess travelling time

- (1) An employee (other than an employee whose classification is above the salary barrier) who is travelling or on duty away from the employee's usual place of work is entitled to be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:
 - (a) the employee's usual hours of duty for the day; and
 - (b) the time necessarily spent travelling to and from the employee's home and the usual place of work.
- (2) However:
 - (a) the employee is not entitled to payment unless the excess travelling time exceeds 0.5 hours in any one day or 2.5 hours in any fortnight; and
 - (b) the employee is not entitled to receive payment for more than 5 hours in any one day.
- (3) The rate of payment is:
 - (a) for Monday to Saturday (other than a public holiday) — single time; and
 - (b) for Sunday and public holidays — time and a half.
- (4) If the employee is performing duty temporarily at a place other than the usual place of work, the employee is entitled to be reimbursed for any amount of fares incurred that is greater than the cost of travel to and from the usual place of work.
- (5) This clause does not apply to:
 - (a) travel for which travelling allowance is paid; or
 - (b) travel to a place of work in anticipation of a permanent relocation to that place of work of which the employee has been told in writing.
- (6) If the employee is subject to a home-based work arrangement, the employee's office place of work is the usual place of work for working out the amount of travel time and the cost of travel.
- (7) If the usual place of work for the employee is variable, the Secretary is to decide the usual place of work for this clause.
- (8) The maximum hourly rate for excess travelling time is the hourly rate payable for the maximum pay point of the APS Level 3 classification.

3.38 Departmental Liaison Officer allowance

An employee who performs the duties of Departmental Liaison Officer and attends for duty at the office of a Minister or Parliamentary Secretary for the whole of the employee's ordinary hours of duty on a day is entitled to an annual allowance as follows:

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Rate at commencement date	Rate from 1 August 2008	Rate from 1 August 2009
\$17 104	\$17 874	\$18 678

3.39 Conditions for employees providing short-term relief for MoPS Act employees

An employee who temporarily performs work in a position normally filled by an employee engaged under the *Members of Parliament (Staff) Act 1984* is entitled to an allowance and other conditions. For more information about the conditions, employees should consult the AGD Employee Relations Advice *Allowances*.

3.40 Cadet APS — fees and book and equipment allowance

An employee who is classified as a Cadet APS employee is entitled to reimbursement of compulsory fees associated with the cadetship and to be paid an annual allowance to provide for books and equipment. For more information about reimbursement and the allowance, employees should consult the AGD Employee Relations Advice *Allowances*.

3.41 Relocation expenses

- (1) The Secretary may make financial or other assistance available for relocation of a person from one locality to another on engagement or promotion to, or assignment within, the Department, or movement to the Department from another APS agency, or on cessation of employment by the Department.
- (2) For more information about the assistance that is available, employees should consult the AGD Employee Relations Advice *Relocation Assistance for non-SES Employees*.

3.42 Employee expenses

- (1) The Secretary may approve payment of expenses associated with an employee's employment with the Department. Expenses that may be approved for payment include:
 - (a) travel and incidental expenses reasonably incurred by the employee because the employee's leave is cancelled or the employee is recalled to duty from leave; and
 - (b) additional expenses incurred by the employee for arranging for the care of dependant family members if the employee is directed to perform additional hours of duty without 24 hours notice; and
 - (c) expenses incurred by the employee associated with the regular use of the employee's own equipment for official purposes; and
 - (d) expenses incurred by the employee associated with the loss of, or damage to, clothing or personal effects if the loss or damage relates to the employee's service; and

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- (e) reasonable expenses incurred by the employee on clothes if the employee is required to visit, on official duty, a locality that has a climate greatly different from the climate at the employee's usual place of work.
- (2) For more information about employee expenses, employees should consult the AGD Employee Relations Advice *Allowances*.

3.43 Contribution for home garaged Commonwealth owned or leased vehicles

If a Commonwealth owned or leased vehicle is made available to an employee under home garaging arrangements (other than because an employee performs temporarily duties of an SES position), the employee must make a contribution to the Department at the rate mentioned in the AGD Employee Relations Advice *Allowances*.

3.44 First aid certificate allowance

- (1) The Secretary may assign incidental first aid responsibilities to an employee who holds a current first aid qualification.
- (2) The employee is entitled to an allowance for the responsibilities at the following rate:

Standard	Qualification	Weekly rate
Certificate Standard A	St John Ambulance Association	from the commencement date — \$9.58
	Senior First Aid Certificate, Australian Red Cross Society	from 1 August 2008 — \$10.01
	Senior First Aid Certificate or equivalent qualification	from 1 August 2009 — \$10.46
Certificate Standard B	St John Ambulance Association	from the commencement date — \$11.78
	Advanced First Aid Certificate or Level 3 First Aid Certificate, Australian Red Cross	from 1 August 2008 — \$12.31
	Occupational First Aid Course Certificate or Level 3 First Aid Certificate	from 1 August 2009 — \$12.86
Medallion Standard C	St John Ambulance Association	from the commencement date — \$14.44
	Occupational First Aid or Level 4 First Aid Certificate or equivalent qualification	from 1 August 2008 — \$15.09
		from 1 August 2009 — \$15.77

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3.45 Health and safety representative allowance

An employee who exercises the powers, or performs the duties of, a health and safety representative or deputy health and safety representative mentioned in the following table is entitled to an allowance at the following annual rate:

Office	Powers and duties	Annual rate
Health and safety representative	Receiving training in and conducting workstation assessments, in addition to exercising powers under the <i>Occupational Health and Safety Act 1991</i>	from the commencement date — \$565
		from 1 August 2008 — \$590
		from 1 August 2009 — \$617
Health and safety representative	Exercising powers under the <i>Occupational Health and Safety Act 1991</i> (with no training in or conducting of workstation assessments)	from the commencement date — \$282
		from 1 August 2008 — \$295
		from 1 August 2009 — \$308
Deputy health and safety representative	Receiving training in and conducting workstation assessments, in addition to exercising powers under the <i>Occupational Health and Safety Act 1991</i>	from the commencement date — \$282
		from 1 August 2008 — \$295
		from 1 August 2009 — \$308

3.46 Allowance for office disabilities

- (1) For this clause, *disability*, for an office-based employee, means a detrimental effect on the working conditions of the employee caused by any factor associated with building activities (including construction, alterations or refurbishment activities).

Examples Dust, noise, fumes, heat, vibrations, cold, wet, dirt, loss of amenities or general inconvenience.

- (2) The Secretary will seek to prevent office-based employees from being subject to a disability.
- (3) If office-based employees in a workplace are subject to a disability, the Secretary must as soon as practicable consult with affected employees, and if they choose, their chosen representatives, for the payment of an appropriate disability allowance to those employees.
- (4) If an employee is temporarily relocated because of a disability, the temporary location is not the employee's usual place of work for the purpose of clause 3.37.

3.47 Community language allowance

- (1) An employee who possesses a level of language skills or qualifications mentioned in this clause is entitled to be paid community language allowance (*CLA*) at the appropriate rate set out in the table at the end of this clause if the Secretary determines there is an identifiable and continuing need to provide client or staff services in a language other than English.
- (2) The employee is entitled to be paid CLA at Rate 1 if:
 - (a) the employee has passed the Language Aide Test conducted by the National Accreditation Authority for Translators and Interpreters (*NAATI*); or
 - (b) the employee is recognised by NAATI as having a proficiency equivalent to that mentioned in paragraph (a); or
 - (c) the employee is assessed as being at a level equivalent to the level mentioned in paragraph (a) or (b) by an individual or body approved by the Secretary; or
 - (d) the employee is waiting to be assessed by means of an assessment mentioned in paragraph (c), and the employee's supervisor certifies that the employee uses the language skills to meet operating requirements of the workplace.
- (3) The employee is entitled to be paid CLA at Rate 2 if:
 - (a) the employee is accredited or recognised by NAATI at the Paraprofessional Interpreter level or above; or
 - (b) the employee is assessed as being at a level equivalent to that level by an individual or body approved by the Secretary.

Annual rate	Rate at commencement date	Rate at 1 August 2008	Rate at 1 August 2009
Rate 1	\$815	\$852	\$890
Rate 2	\$1 628	\$1 701	\$1 778

Subdivision 3.2.10 Allowances and other conditions relating to remote localities

3.48 Definitions for Subdivision 3.2.10

In this Subdivision:

dependant, of an employee, means a dependant of the employee:

- (a) who lives with the employee; and
- (b) whose income (if any) is less than the standard Federal Minimum Wage.

remote locality means a locality specified in the table in subclause 3.49 (1).

spouse, of an employee, includes a person who is living with the employee as the employee's partner on a genuine domestic basis although not legally married to the employee.

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3.49 Remote localities allowance

- (1) An employee who lives in a remote locality mentioned in the following table is entitled to be paid a remote localities allowance (**RLA**), and to additional leave, as shown for the employee's classification and the locality in the table:

Group	Amount at commencement date	Amount at 1 August 2008	Amount at 1 August 2009
<i>Alice Springs and Darwin EL1</i>			
with dependants	\$5 614	\$5 867	\$6 131
without dependants	\$3 764	\$3 933	\$4 110
additional annual leave	5 days	5 days	5 days
<i>Broome APS 6</i>			
with dependants	\$9 739	\$10 177	\$10 635
without dependants	\$6 531	\$6 825	\$7 132
additional annual leave	5 days	5 days	5 days
<i>Cairns and Townsville APS 6</i>			
with dependants	\$3 283	\$3 431	\$3 585
without dependants	\$2 458	\$2 569	\$2 685
additional annual leave	2 days	2 days	2 days

- (2) For more information about remote localities conditions, employees should consult the AGD Employee Relations Advice *Remote Localities*.

3.50 Remote localities reimbursements

An employee who is an ongoing APS employee and who lives permanently in a remote locality is entitled to reasonable reimbursement for the following:

- (a) travel undertaken by the employee and each eligible dependant in conjunction with the taking of annual leave on the basis of 1 fare for each person for:
- (i) every year of service at Alice Springs, Darwin or Broome; or
 - (ii) every 2 years of service at Cairns or Townsville;
- with no more than 2 fares being held in credit at any time;

Note Reimbursement will usually be limited to the value of a fare to the nearest capital city.

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- (b) travel undertaken by the employee and any eligible dependants who are required to obtain necessary medical treatment or emergency dental treatment in another locality;
- (c) travel undertaken by the employee or the employee's spouse if a close relative of the employee or spouse dies or becomes critically or dangerously ill;
- (d) travel undertaken by the employee's child who attends primary or secondary school at a locality other than the locality where the employee is stationed;
- (e) assistance for the employee's spouse for seeking employment in the new locality in which the employee is stationed, up to \$350;
- (f) removal assistance if the employee accepts voluntary retrenchment.

3.51 Staff housing

An employee who lives in a staff house provided by the Department must pay an amount towards this accommodation as determined by the Secretary.

3.52 Applications for transfer from a remote locality

The Secretary will give special consideration to an application for transfer from an employee who has served in a remote locality for 3 years or more.

3.53 New remote localities

If the Department establishes:

- (a) an office in a remote locality not specified in the table in clause 3.49;
or
- (b) a position in a remote locality with a classification not specified in the table in clause 3.49;

conditions for an employee in the new locality or with the new classification may be determined by the Secretary in consultation with affected employees and, if they choose, their representative.

Subdivision 3.2.11 Adjustment of allowances and entitlements

3.54 Adjustment of allowances and entitlements

- (1) The rates of allowances mentioned in this Agreement (other than the allowances mentioned in subclause (2)) will be reviewed and adjusted by the Secretary from time to time during the life of this Agreement. For more information about adjustment of allowances, employees should consult the AGD Employee Relations Advices *Allowances* and *Official Travel*.
- (2) For subclause (1), the allowances that will not be reviewed and adjusted are as follows:
 - (a) Departmental Liaison Officer Allowance;
 - (b) First Aid Certificate Allowance;

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- (c) Health and Safety Representative Allowance;
- (d) Restriction Allowance;
- (e) Higher Duties Allowance;
- (f) Allowance for excess travelling time;
- (g) Community Language Allowance;
- (h) Remote Locality Allowance.

Division 3.3 Flexible remuneration packaging

3.55 Flexible remuneration packaging

- (1) An employee may elect to sacrifice salary for non-monetary benefits.
- (2) The employee must pay fringe benefits tax and administrative costs incurred because of the election.
- (3) For more information about flexible remuneration packaging, employees should consult the AGD Employee Relations Advice *Salary Packaging Policy and Procedure*.

Division 3.4 Superannuation

3.56 Superannuation arrangements

- (1) This clause applies to an employee who:
 - (a) is eligible to become a member of the Public Sector Superannuation Accumulation Plan; and
 - (b) has chosen not to become a member of that Plan in relation to employment with the Department.
- (2) The employee is entitled to employer superannuation contributions at:
 - (a) the rate paid by the Department in relation to Public Sector Superannuation Accumulation Plan membership; or
 - (b) if the rate under paragraph (a) is less than 9% of ordinary time earnings of the employee — the lesser of:
 - (i) the rate of 9% of ordinary time earnings of the employee; or
 - (ii) the maximum contribution payable by the Department for the benefit of the employee under the *Superannuation Guarantee (Administration) Act 1992*.
- (3) The Secretary may limit the superannuation funds to which an employee may choose to have employer superannuation contributions made to funds:
 - (a) that allow the Department to make a superannuation contribution for the benefit of the employee by means of an electronic funds transfer; and

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- (b) that accept a remittance advice in the form preferred by the Department.
- (4) The Secretary may impose a limitation under subclause (3) after the employee has chosen a fund if the fund ceases to satisfy the requirements mentioned in that subclause.

Section 4.01

Part 4 A balanced working relationship

Division 4.1 General

4.01 Purpose of Part

- (1) This Part recognises the commitment of the Department to providing sufficient support and flexibility to assist employees to balance work and other responsibilities, particularly through flexible working arrangements and part-time work, home-based work and flexible leave arrangements.
- (2) The Department places importance on developing a working environment where employees are able to balance their work and personal responsibilities in a flexible and safe workplace. The Department recognises that employees need to balance their working life commitments with other competing interests such as family and community responsibilities and lifestyle choices.
- (3) The Department acknowledges that managers must provide effective leadership on setting clear, achievable and realistic work priorities in order to achieve an appropriate work/life balance in the particular circumstances.

4.02 Commitment to employee assistance program

The Department will maintain an employee assistance program for employees.

4.03 Commitment to carer's room

The Department will maintain a carer's room in Central Office.

4.04 Health and wellbeing program

- (1) The Department will maintain a health and wellbeing program, with the following objectives:
 - (a) maximising the health of employees;
 - (b) minimising the number of days lost through illness and injury.
- (2) Elements of the program include the following:
 - (a) reimbursement of expenditure up to \$150, per employee each financial year, on approved health and wellbeing activities and equipment;
 - (b) in accordance with the arrangements implemented by the Department, meeting the cost of influenza vaccinations for employees;
 - (c) provision of assistance for employees to quit smoking;
 - (d) provision of opportunities for employees to be educated in relation to health and safety issues, including occupational health and safety issues;

- (e) supporting employees' participation in a broad range of health and fitness activities.
- (3) For more information about the program, employees should consult the AGD Employee Relations Advice *Health and Wellbeing Program*.

4.05 Commitment to safe and affordable parking in Barton

- (1) The Department acknowledges AGD employees' strong interest in relation to safe and affordable parking in Barton. The Secretary will ensure that the Department takes strong proactive steps regarding any proposals that affect the provision of safe and affordable parking in Barton.
- (2) If pay parking is introduced in Barton during the life of this Agreement, the Secretary will hold discussions with the WRC and AGD employees about the effect of pay parking on AGD employees.

Division 4.2 Flexible working arrangements

4.06 Hours of work

- (1) For a full-time employee, *ordinary hours of work* are 75 hours over a 2 week period (the *settlement period*). A full-time shiftworker must work an average of 75 hours each fortnight over the shiftworker's regular cycle of shifts.
- (2) For a part-time employee, ordinary hours of work over the settlement period are the number of hours stated in the employee's part-time work agreement or, for a management initiated part-time position, the hours decided by the Secretary for the employee's position.
- (3) The times when an employee (other than a shiftworker) may work ordinary hours of work (the *ordinary span of work hours*) are 7.30 am to 7.30 pm Monday to Friday.
- (4) An employee may be required to perform reasonable additional hours of work. Payment of overtime rates for additional hours may apply in accordance with clause 3.19.
- (5) For each day an employee works, the employee must record, in a manner approved by the Secretary, the time when the employee starts and finishes work and the time of any breaks.

4.07 Flextime

- (1) Flextime is a system of flexible working hours arrangements that enables employees and their supervisors to change working hours, patterns and arrangements to provide maximum organisational flexibility with benefits to clients, employees and the Department.

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- (2) An employee at the APS 1 to 6 classification (other than a shiftworker) will work the employee's ordinary hours in accordance with the AGD flextime system. For more information about the AGD flextime system, employees should consult the AGD Employee Relations Advice *Flexible Working Arrangements, Flextime and Attendance Recording*.
- (3) An employee may carry over a maximum flextime credit of 40 hours into the next settlement period.
- (4) An employee may carry over a maximum flextime debit of 10 hours into the next settlement period.
- (5) During a settlement period, an employee may take flextime leave up to the following amounts:
 - (a) if his or her supervisor agrees — 2 days;
 - (b) if his or her supervisor at the Executive Level 2 or higher agrees — 5 days.
- (6) An employee may record time spent in transit while on official travel outside the hours of 7.30 am and 7.30 pm, Monday to Friday, as time on duty for flextime purposes.
- (7) For a part-time employee, attendance outside the employee's normal pattern of work, as described in the part-time work agreement or decided by the Secretary for a management initiated part-time position, is subject to availability of work and the approval of the employee's supervisor.

4.08 Working patterns

- (1) The pattern by which an employee (other than a shiftworker) works the ordinary hours of work is as agreed between the employee and his or her supervisor or, in the absence of agreement:
 - (a) for a full-time employee — 8.30 am to 12.30 pm and 1.30 pm to 5 pm; and
 - (b) for a part-time employee — standard hours.
- (2) However:
 - (a) an employee must be available for reasonable direction to work outside his or her agreed pattern of work; and
 - (b) an employee must not be required to work more than 10 hours ordinary time on any 1 day; and
 - (c) an employee must not be required to work more than 5 hours without a break of 30 minutes; and
 - (d) an employee who works more than 5 hours ordinary time in a day is expected to take a break of 30 minutes.

4.09 Executive Level employees — working arrangements

- (1) Consistently with the importance the Department places on providing a working environment that enables employees to balance their work and other responsibilities, if an Executive Level employee works more than his or her ordinary hours of duty, he or she may take time off, with the prior approval of his or her supervisor, in recognition of working those hours. This clause will be applied in accordance with the following principles:
 - (a) the working arrangements for Executive Level employees are to be administered in a flexible manner, taking into account operational requirements and the employee's need to balance his or her work and life/family responsibilities;
 - (b) it is considered good management practice to grant any time off under these arrangements as soon as practicable after the additional hours have been worked;
 - (c) all Executive Level employees are required to maintain a record of working hours;
 - (d) time spent in transit while on official travel outside the hours of 7.30 am to 7.30 pm, Monday to Friday may be considered in relation to requests for time off under these arrangements;
 - (e) the employee's supervisor must have regard to the record of working hours in considering a request for time off under these arrangements, including the following factors:
 - (i) the number of additional hours that have accrued;
 - (ii) the period over which those hours have accrued;
 - (f) if an employee has accrued, or is likely to accrue, a substantial amount of additional hours in a fortnight and the employee and supervisor have not discussed and agreed to any time off under these arrangements, the employee's supervisor should initiate a discussion with the employee regarding workload requirements and determine appropriate strategies to address the situation;
 - (g) while it is acknowledged that peak workload periods may necessitate some extra hours being worked, this should not be regarded as the norm and the employee's supervisor should ensure that sustained periods of substantial additional hours are not worked by the employee;
 - (h) these arrangements are intended to provide Executive Level employees with fair and reasonable access to time off in recognition of extra hours worked.
- (2) Taking into account the principles mentioned in subclause (1), reasonable requests from employees under these arrangements will not be refused, except for genuine operational reasons.
- (3) An employee at the Executive Level 1 classification may, with the approval of his or her supervisor, work under the flextime arrangements mentioned in clause 4.07. This subclause ceases to have effect on 1 August 2009.

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4.10 Standard hours

- (1) For a full-time employee (other than a shiftworker), *standard hours* are 37 hours 30 minutes each week, 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm Monday to Friday.
- (2) For a full-time employee who works in the Northern Territory, *standard hours* are 8.00 am to 12.00 pm and 1.00 pm to 4.30 pm each day.
- (3) For a part-time employee (other than a shiftworker), *standard hours* are:
 - (a) the hours stated in the employee's part-time work agreement; or
 - (b) for a management initiated part-time position — the hours decided by the Secretary for the employee's position.
- (4) The standard hours are used to work out:
 - (a) leave accrual and deductions; and
 - (b) deductions for unauthorised absences; and
 - (c) usual hours of work for excess travelling time purposes.

4.11 Unauthorised absences

If an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, including flexible working arrangements, cease to be available until the employee resumes duty or is granted leave for the absence.

Division 4.3 Part-time work

4.12 Remuneration etc for part-time work

- (1) Remuneration and other terms and conditions for a part-time employee are to be calculated proportionately to the remuneration and other conditions applying to a full-time employee of the same classification.
- (2) Reimbursement allowances for a part-time employee are the same as for a full-time employee of the same classification.

4.13 Part-time work arrangements

- (1) An employee may be employed as a regular part-time employee for an agreed number of regular hours each week that is less than ordinary hours of duty for a full-time employee.
- (2) However, if a full-time employee occupies a position:
 - (a) a part-time working arrangement may be implemented for the position only if the employee agrees to the arrangement; and
 - (b) the employee must not be subject to any pressure to agree to part-time employment or to move to another position to allow a part-time working arrangement to be implemented for the position; and

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- (c) the employee is entitled to return to full-time work at the end of any period of a part-time working arrangement agreed to; and
 - (d) the Secretary and the employee may agree that the employee return to full-time work before the end of any period of a part-time working arrangement agreed to.
- (3) An employee is entitled to work on a part-time basis during any period within 3 years from the date of birth of a child or, in relation to the adoption of a child, from the date of placement of the child.
 - (4) However, an employee must not be required to work less than 3 continuous hours in a day.
 - (5) The pattern of hours must not be varied without the consent of the employee.
 - (6) For more information about part-time work arrangements, employees should consult the AGD Employee Relations Advice *Part-time Work*.

Division 4.4 Home (or other)-based work

4.14 Home (or other)-based work agreements

- (1) The Secretary and an employee may agree that the employee is to perform all or part of the duties of the employee's position from the employee's home or elsewhere.
- (2) For more information about home-based work, employees should consult the AGD Employee Relations Advice *Home-Based Work*.
- (3) The agreement for home (or other)-based work may be terminated by the Secretary or the employee at any time.

Division 4.5 Leave

Subdivision 4.5.1 Public holidays

4.15 Public holidays to be observed

- (1) The following days are public holidays:
 - (a) 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday;
 - (b) 26 January (Australia Day) or, if that day falls on a Saturday or a Sunday, the following Monday;
 - (c) Good Friday and the following Saturday and Monday;
 - (d) 25 April (Anzac Day) or, in a State or Territory where another day is substituted by the government of that State or Territory, that day;
 - (e) in each State and Territory, the day observed to celebrate the Queen's birthday;

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- (f) in each State and Territory, the day proclaimed by the State or Territory government as May Day, Labor Day, Labour Day or Eight Hour Day;
 - (g) 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December;
 - (h) 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December;
 - (i) an additional day in the period between Christmas Day and New Year's Day on:
 - (i) if Christmas Day falls on a Sunday — 28 December; or
 - (ii) if Christmas Day falls on a Monday or a Wednesday — 27 December; or
 - (iii) if Christmas Day falls on a Tuesday — 31 December; or
 - (iv) if Christmas Day falls on a Thursday, Friday or Saturday — 29 December.
 - (j) any day that, in the State or Territory in which the employee is located, is:
 - (i) declared a public holiday under the law of the State or Territory; and
 - (ii) observed by the whole community in the State or Territory (or the part of the State or Territory in which the employee is located).
- (2) If the Secretary and an employee agree, another day may be substituted for any public holiday provided for by this clause, e.g. for a cultural or religious day of significance to the employee.

4.16 Public holidays with pay except in certain circumstances

- (1) Subject to the WRA, an employee is entitled to observe public holidays under this Agreement and be paid salary as if the days were not public holidays.
- (2) If, because of clause 4.15, a day is substituted for a holiday, the day for which substitution is made is taken not to be a public holiday.
- (3) However, if a day is substituted for 25 December, and the employee performs duty on 25 December and the substituted day, the employee is entitled to be paid:
 - (a) for 25 December — public holiday rates; and
 - (b) for the substituted day:
 - (i) if 25 December is a Saturday — Saturday rates, as if the day were not a holiday; or
 - (ii) if 25 December is a Sunday — Sunday rates, as if the day were not a holiday.

Subdivision 4.5.2 Annual Christmas close-down

4.17 Department to shut down between Christmas and New Year

- (1) An employee will be entitled to take as holidays the 2 normal working days between Christmas Day and New Year's Day and be paid salary as if the days were not holidays.
- (2) If:
 - (a) an employee is directed by the Secretary to work during this period (a possibility only in exceptional circumstances); or
 - (b) an employee is absent during the period on:
 - (i) long service leave; or
 - (ii) maternity leave under paragraph 6 (1) (b) of the *Maternity Leave (Commonwealth Employees) Act 1973*; or
 - (c) a part-time employee's ordinary hours of work do not include the days of the week on which those days fall; or
 - (d) a shiftworker is not rostered to work on the days of the week on which those days fall;

the employee will be entitled to 2 paid days off (or, if the employee worked during the period in response to a direction, paid time off equivalent to the time worked) to be taken within 4 weeks or, with the agreement of the employee's manager, at another time convenient to the employee.
- (3) If a part-time employee's ordinary hours of work, or a shiftworker's rostered days, include only 1 of the days of the week on which those days fall, the employee will be entitled to an alternative paid day off to be taken within 4 weeks or, with the agreement of the employee's manager, at another time convenient to the employee.
- (4) For a shiftworker entitled to a day or days, or other time off under this clause, the amount of time off:
 - (a) must be taken within 12 months of the entitlement arising; and
 - (b) may be taken in periods of less than a full day

Subdivision 4.5.3 Annual leave

4.18 Entitlement

- (1) Employees will accrue on a daily basis 20 days (that is, for a full time employee, 150 hours) annual leave credit for every year of service.
- (2) If, in a year, an employee has worked a period or periods of part-time service, the employee's annual leave credits for each period of part-time service are to be calculated on the basis of the hours of service performed during that period.

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- (3) If, in a year, an employee is absent for more than 30 days on leave that does not count for service, the employee's annual leave credit is reduced proportionally.
- (4) A shiftworker is entitled to:
 - (a) if he or she is a full-time employee — an additional 3.75 hours paid leave for each Sunday rostered (not exceeding a total of 37.5 hours each year); or
 - (b) if he or she is a part-time employee — an additional 10% of weekly ordinary hours paid leave for each Sunday rostered (not exceeding a total of 1 week each year of the employee's ordinary hours of duty).

4.19 Taking annual leave

- (1) An employee may take annual leave in either of the following ways:
 - (a) at full pay;
 - (b) with the approval of the Secretary, at half pay (that is, by taking 2 days leave at the rate of one-half of the normal salary of the employee for every day of annual leave credit).
- (2) For more information about annual leave, employees should consult the AGD Employee Relations Advice *Leave Policy*.

4.20 Direction to take annual leave

If an employee has an annual leave credit of more than 60 days or, for a shiftworker, 75 days, the employee may be directed to take annual leave for up to 25% of the credit.

4.21 Payment instead of unused leave

If an employee's employment ends, and the employee's accumulated annual leave credit is not transferable, the employee is entitled to payment of an amount equal to the value of the credit.

Subdivision 4.5.4 Leave for parenting purposes

4.22 Maternity and maternal leave

- (1) An employee is entitled to unpaid maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* or Division 6 of Part 7 of the WRA, whichever is the more favourable.

Note Under the *Maternity Leave (Commonwealth Employees) Act 1973*, in some circumstances, a employee is entitled to up to 12 weeks paid maternity leave.

- (2) An employee who is entitled to paid maternity leave is also entitled to 2 weeks additional paid maternal leave.

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- (3) To provide for more flexible administration of maternity leave, an employee who is entitled to 12 weeks paid maternity leave may choose to extend the period of payment for maternity leave up to:
 - (a) 24 weeks at a rate of one-half of the normal salary for the employee; or
 - (b) 48 weeks at a rate of one-quarter of the normal salary for the employee.

4.23 Adoption leave

- (1) An employee who is:
 - (a) an ongoing APS employee or a non-ongoing APS employee engaged for a period of at least 12 months; and
 - (b) the primary carer of an adopted child;is entitled to up to 14 weeks paid adoption leave and 38 weeks unpaid parental leave.
- (2) The adoptive child must not be a child or step child of the employee or the employee's partner unless the child has not been in the custody and care of the employee or employee's partner for a continuous period of 6 months or more before the adoption.
- (3) Leave must be taken at a time agreed between the employee and his or her supervisor. The agreed time can be up to 2 weeks before the expected date of adoption but must be within 12 months after the adoption.

4.24 Parental leave

- (1) An employee, who is not entitled to paid maternity leave under clause 4.22 or paid adoption leave under clause 4.23, who is the parent of a new-born child, or adopts a child, and who ordinarily resides with the child is entitled to 10 days paid parental leave.
- (2) Leave must be taken at a time agreed between the employee and his or her supervisor. The agreed time can be up to 2 weeks before the expected date of confinement or adoption but must be within 3 months after the birth or adoption.
- (3) An employee is entitled to unpaid paternity leave in accordance with Division 6 of Part 7 of the WRA.

Note The WRA provides for 2 kinds of unpaid paternity leave in relation to the birth of a child for employees who have at least 12 months continuous or casual service with an employer:

- (a) short paternity leave (of up to a week from the day the employee's spouse (as defined) begins to give birth); and
- (b) long paternity leave (of up to 52 weeks less any period of short paternity leave and related authorised leave) to be the child's primary care-giver).

4.25 Relevant AGD Employee Relations Advice

For more information about leave for parenting purposes, employees should consult the AGD Employee Relations Advice *Leave Policy*.

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Subdivision 4.5.5 Personal leave

4.26 Entitlement

Ongoing employees

- (1) An employee engaged by the Secretary as an ongoing APS employee (other than an employee who, immediately before engagement, was a non-ongoing APS employee who had accrued a personal leave credit under subclause (5) or (6)) will receive 22 days personal leave credit on engagement.

Note Subclause (1) does not apply to an employee who was already an ongoing APS employee before moving to the Department from another department or agency. Such an employee may carry over accrued credits under clause 7.05.

- (2) An employee who is an ongoing APS employee accrues on a daily basis 22 days cumulative personal leave credit for every year of service.
- (3) The Secretary may grant an employee who is an ongoing APS employee additional personal leave credits.

Non-ongoing employees

- (4) An employee who is a non-ongoing APS employee accrues personal leave credits at the rate of 1 day for each 4 week period of service for the employee's first year of service. Personal leave credits accrue at the completion of each 4 week period of service.
- (5) After 1 year of service with the Department as a non-ongoing APS employee:
 - (a) an employee will receive 44 days personal leave credit less any personal leave taken in that year; and
 - (b) any unused credits that accrued under subclause (4) lapse.
- (6) A non-ongoing APS employee who has more than 1 year of continuous service with the Department as a non-ongoing APS employee accrues on a daily basis 22 days cumulative personal leave credit for every year of service after the first year.
- (7) If an employee who is a non-ongoing APS employee and has accrued a personal leave credit under subclause (5) or (6) is engaged by the Department as an ongoing APS employee without any break in service, the employee keeps the personal leave credit that has accrued under subclause (5) or (6).

All employees

- (8) If, in a year, an employee is absent for more than 30 days on leave that does not count for service, the employee's personal leave credit is reduced in proportion to that leave.

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- (9) If, in a year, an employee has worked a period or periods of part-time service, the employee's personal leave credits for each period of part-time service are to be calculated on the basis of the hours of service performed during that period.
- (10) On commencement of this Agreement, current AGD employees have personal leave credits in relation to continuous service with the Department before the commencement date in accordance with Part 1 of Schedule 2.
- (11) An employee may, in the circumstances mentioned in the AGD Employee Relations Advice *Leave Policy* and with the approval of the Secretary, have prior service with a former employer recognised for personal leave credit purposes. For more information about recognition of prior service for personal leave credit purposes, employees should consult the AGD Employee Relations Advice *Leave Policy*.

4.27 Taking personal leave

- (1) Personal leave is available for:
 - (a) personal illness or injury of an employee not covered by workers' compensation or war service sick leave under clause 4.30; or
 - (b) the provision by an employee of care or support for a family or household member who is ill or injured or who has an unexpected emergency; or
 - (c) unexpected emergencies or exceptional circumstances applying to an employee.
- (2) Personal leave taken for the purposes mentioned in paragraph (1) (b) is limited to 17 days per year.
- (3) However, the Secretary may grant personal leave for the purposes mentioned in paragraph (1) (b) for more than 17 days a year.
- (4) Personal leave taken for the purposes mentioned in paragraph (1) (c) is limited to 3 days per year.
- (5) In this clause, clause 4.28 and clause 4.29:
family includes a relation by blood, marriage (in law or fact), adoption, fostering or traditional kinship, or a person who has been in a genuine domestic or household relationship with the employee for more than 12 months.
- (6) For more information about personal leave, employees should consult the AGD Employee Relations Advice *Leave Policy*.

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4.28 Unpaid carer's leave

- (1) An employee who has exhausted paid personal leave credit or who is engaged on an irregular or intermittent employment basis is entitled to 2 days unpaid carer's leave each time the employee is required to provide care or support to a member of the employee's family or household member who requires care or support because he or she is sick or injured or has an unexpected emergency.
- (2) Unpaid carer's leave does not count as service for any purpose.

4.29 Compassionate leave

- (1) An employee is entitled to 3 days paid compassionate leave each time a family member dies.
- (2) An employee is entitled to 2 days paid compassionate leave each time that:
 - (a) a household member dies; or
 - (b) a family or household member contracts a personal illness or sustains an injury that poses a serious threat to the family or household member's life.
- (3) However, if the Secretary is satisfied that exceptional circumstances exist, the Secretary may grant additional paid compassionate leave.

4.30 War service sick leave

- (1) An employee who is a war veteran will be credited with 2 separate credits of paid war service sick leave:
 - (a) special credit — 9 weeks war service sick leave credited on commencement with the APS following eligible military service; and
 - (b) annual credit — 3 weeks annual credit on commencement and again following each 12 months of service.
- (2) Unused credits accumulate up to a maximum credit balance of 9 weeks. Annual credits cannot be accessed until the special credit has been exhausted.
- (3) Despite subclause (1), an employee who rejoins the APS following an earlier period of APS employment in which he or she 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;
 - (b) any annual credit held on the final day of the prior APS employment.
- (4) Annual credit for an employee who rejoins the APS following an earlier period of APS employment will accrue initially, when the employee's period of service since recommencement and the employee's period of service between 1 November before cessation and the date of cessation from the APS equals, in aggregate, 12 months.

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- (5) War service sick leave may only be granted on application by an employee if:
 - (a) the employee is unfit for duty due to a war-caused medical condition; and
 - (b) the application is accompanied by:
 - (i) a medical certificate stating:
 - (A) the nature of the medical condition of the employee; or
 - (B) that the employee has a war-caused condition; and
 - (ii) a statement from the Department of Veterans' Affairs that identifies conditions that are accepted as being war-caused.
- (6) If an employee's war service sick leave credits have been used up, the employee may apply for personal leave.

Subdivision 4.5.6 Discretionary miscellaneous leave

4.31 Discretionary miscellaneous leave

- (1) The Secretary may grant discretionary miscellaneous leave for a purpose not otherwise covered by:
 - (a) this Agreement; or
 - (b) the *Maternity Leave (Commonwealth Employees) Act 1973*; or
 - (c) the *Long Service Leave (Commonwealth Employees) Act 1976*; or
 - (d) the *Safety, Rehabilitation and Compensation Act 1988*.
- (2) The Secretary may decide that all or part of a period of discretionary miscellaneous leave is leave with full or part pay, or without pay.
- (3) A period of paid discretionary miscellaneous leave counts as service for all purposes.
- (4) A period of discretionary miscellaneous leave without pay may count as service for any or all purposes mentioned in subclause (5) if the Secretary decides that it should count as service for any or all those purposes.
- (5) For subclause (4), the purposes for which discretionary miscellaneous leave without pay may count as service are as follows:
 - (a) accrual of credits for annual leave or long service leave;
 - (b) qualifying service for long service leave;
 - (c) accrual of credits for personal leave for subclauses 4.26 (2), (4) and (6).
- (6) For more information about discretionary miscellaneous leave, employees should consult the AGD Employee Relations Advice *Leave Policy*.

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4.32 Discretionary miscellaneous leave for defence service

An employee is entitled to a grant of discretionary miscellaneous leave for the purposes of defence service at the standard mentioned in the AGD Employee Relations Advice *Leave Policy*.

Subdivision 4.5.7 Variable purchased leave

4.33 Variable leave arrangements continued

- (1) An employee may, with the approval of the Secretary, participate in the variable 48/52 leave scheme which allows employees to access additional paid leave by reducing annual salary by a factor of 4/52 over an agreed period.
- (2) An employee may, on application in the form approved by the Secretary, take paid leave under the variable 48/52 leave scheme with the approval of the Secretary.
- (3) The Department will, within the first 12 months of this Agreement, establish a new variable purchased leave scheme allowing employees participating in the scheme to purchase between 1 and 8 weeks additional leave per year.
- (4) For more information about variable purchased leave arrangements, employees should consult the AGD Employee Relations Advice *Leave Policy*.

Part 5 Managing change

Division 5.1 General

5.01 Organisational change

- (1) As a flexible and innovative organisation, the Department will continue to change in its composition, structure and operation. The parties to this Agreement acknowledge that organisational change is constant and ongoing.
- (2) Achieving such change requires a commitment to continuous improvement. This can be achieved through communication, involvement and cooperation. The Department agrees:
 - (a) to open and honest communication; and
 - (b) to consult on planning and implementing major change issues, including those arising from Government or Departmental decisions.
- (3) The Department further agrees to minimise, as far as possible, uncertainty during the process.
- (4) Consultation is to be undertaken through formal processes established within the Department to accommodate the joint commitment of the Department and its employees to best practice in employee relations.
- (5) The Department is also to consult directly with:
 - (a) employees whose positions may be identified for abolition, reclassification or geographical relocation because of organisational change; and
 - (b) if the employees choose — their chosen representatives.

Division 5.2 Redeployment and retrenchment

5.02 Application of Division

- (1) This Division applies only to excess employees who are ongoing APS employees other than employees on probation.
- (2) An employee is an *excess employee* if:
 - (a) the employee is of a kind of which there are more than are necessary for the efficient and economical working of the Department; or
 - (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Department or structural or other changes in the nature, extent or organisation of the functions of the Department; or

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- (c) if the duties usually performed by the employee are to be performed at a different locality:
 - (i) the employee is not willing to perform the duties at that locality; and
 - (ii) the Secretary decides that the employee is an excess employee.

5.03 Consultation process

- (1) If the Secretary considers that an employee is likely to become an excess employee, the Secretary must tell the employee in writing as soon as practicable, and give the employee written reasons why the employee is likely to become excess.
- (2) The Secretary must discuss with the employee measures that might be taken to resolve the employee's potentially excess status, including:
 - (a) redeployment opportunities for the employee at or below the employee's existing level; and
 - (b) referral to career advisory services; and
 - (c) whether voluntary retrenchment might be appropriate.
- (3) If the employee nominates a representative, the Secretary must hold the discussions with the employee's representative.
- (4) Before the discussions are over, the Secretary may ask an employee who is not an excess employee to express interest in voluntary retrenchment if the retrenchment of the employee would permit the redeployment of an employee who is excess and would otherwise be subject to retrenchment.
- (5) The Secretary may identify an employee who is excess to the Department's requirements:
 - (a) after the discussions under subclause (2) have been held; or
 - (b) if the employee or the employee's representative declines to attend discussions — no less than 1 month after the Secretary has told the employee that the employee is likely to become an excess employee.
- (6) After identifying an excess employee, the Secretary must tell the employee in writing that the employee is excess.
- (7) The Secretary must establish, through consultation with identified employees, the employees who want to be offered voluntary retrenchment immediately and the employees who seek redeployment.
- (8) The Secretary must, in writing, tell an employee seeking redeployment that the employee is excess (if this has not already happened) and that the employee may, at his or her request, be referred to career advisory services.
- (9) The Secretary must take reasonable steps, consistent with the interests of the efficient administration of the Department, to transfer an excess employee to a suitable vacancy at the same level within the Department.

5.04 Voluntary retrenchment

- (1) If an employee:
 - (a) is told under clause 5.03 that he or she is an excess employee; or
 - (b) expresses interest in voluntary retrenchment under subclause 5.03 (4);
the Secretary may invite the employee to accept voluntary retrenchment.
- (2) The Secretary may invite an employee mentioned in paragraph (1) (b) to accept voluntary retrenchment only if:
 - (a) an otherwise excess employee is redeployed to perform duties that would otherwise have been performed by the employee mentioned in paragraph (1) (b); and
 - (b) as a result, the employee mentioned in paragraph (1) (b) becomes an excess employee.
- (3) If the Secretary invites an employee to accept voluntary retrenchment under subclause (1), the Secretary must:
 - (a) allow the employee at least 1 month (the *acceptance period*) to accept the invitation; and
 - (b) give notice of termination of employment in accordance with section 29 of the *Public Service Act 1999* before the end of the acceptance period only if the employee agrees.
- (4) Within the acceptance period, the Secretary must tell the employee in writing about the following matters:
 - (a) the amount of severance pay, pay in lieu of notice and paid up leave credits;
 - (b) the amount of accumulated superannuation contributions;
 - (c) options open to the employee for superannuation;
 - (d) taxation rules applying to payments to the employee;
 - (e) the level of assistance up to a maximum of \$750 for financial advice.
- (5) Only 1 invitation of voluntary retrenchment is to be made to an employee.
- (6) If an employee declines an invitation of voluntary retrenchment under subclause (1), or does not accept the invitation within 1 month, the Secretary must, as soon as possible and with the employee's consent, refer the employee to career advisory services.

5.05 Period of notice

- (1) If an employee agrees to be voluntarily retrenched under clause 5.04, the Secretary may retrench the employee by giving notice of termination of employment in accordance with section 29 of the *Public Service Act 1999*.
- (2) The period of notice is 4 weeks or, for an employee over 45 with at least 5 years of continuous service, 5 weeks.

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- (3) If the employee is retrenched at the beginning of, or within, the notice period, the employee must receive payment instead of notice as set out in the WRA for the unexpired part of the notice period.

5.06 Severance pay

- (1) An employee to whom subclause 5.05 (1) applies is entitled to be paid an amount equal to:
- (a) 2 weeks salary for each completed year of continuous service; and
 - (b) a proportionate payment for completed months of service since the last completed year of service.
- (2) However, the minimum amount payable is an amount equal to 4 weeks salary and the maximum amount payable is an amount equal to 48 weeks salary.
- (3) Severance pay is calculated on a proportionate basis for any period of service when an employee worked part-time hours if the employee has less than 24 years of full-time service.
- (4) For severance pay, *service* means any of the following:
- (a) service in the Department;
 - (b) Government service as defined by section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - (c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) that is recognised for long service leave purposes;
 - (d) service with the Australian Defence Force;
 - (e) service in the Australian Public Service immediately before deemed resignation under section 49 of the *Public Service Act 1922* (as in force on 17 November 1966) if the service has not previously been recognised for severance pay purposes;
 - (f) service in another organisation that is recognised for long service leave purposes if:
 - (i) the employee was transferred from the Australian Public Service to the organisation with a transfer of a function; or
 - (ii) the employee was engaged by the organisation on work within a function, and was appointed because of the transfer of the function to the Australian Public Service.
- (5) Earlier periods of service count if:
- (a) there is no break between the periods of service; or
 - (b) there is a break between the periods of service of less than 1 month, and the break happened when an offer of employment with the new employer had been made and accepted by the employee before ceasing employment with the previous employer; or

- (c) the earlier period of service was with the Australian Public Service and ceased because the employee was deemed to have resigned from the Australian Public Service on marriage under section 49 of the *Public Service Act 1922* (as in force on 17 November 1966).
- (6) A period of service does not count as service for severance pay purposes if it ceased:
 - (a) with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit; or
 - (b) for any of the following reasons:
 - (i) because the employee lacked, or had lost, an essential qualification for performing his or her duty;
 - (ii) because of non-performance, or unsatisfactory performance, of duties;
 - (iii) because of an inability to perform duties because of physical or mental incapacity;
 - (iv) failure to satisfactorily complete an entry level training course;
 - (v) failure to meet a condition imposed under subsection 22 (6) of the *Public Service Act 1999*;
 - (vi) breach of the APS Code of Conduct;
 - (vii) under the *Public Service Act 1922* for a reason equivalent to a reason mentioned in paragraphs (a) to (f);
 - (viii) through voluntary retirement at or above the minimum retirement age applicable to the employee;
 - (ix) any other ground prescribed by the *Public Service Regulations 1999*.
- (7) An absence from work that does not count as service for long service leave purposes does not count as service for severance pay purposes.

5.07 Rate of payment — severance pay

In calculating severance pay, salary includes:

- (a) either:
 - (i) the employee's full-time salary, adjusted on a proportionate basis in accordance with subclause 5.06 (3) for periods of part-time service; or
 - (ii) if the employee acted in a higher position for a continuous period of at least 1 year immediately before the employee was given notice of retrenchment — the full-time salary of the higher position, adjusted on a proportionate basis in accordance with subclause 5.06 (3) for periods of part-time service; and
- (b) if the employee undertook shiftwork and was entitled to shift penalties for at least half the pay periods in the 1 year before the employee was given notice of retrenchment — a weekly average of shift penalties calculated over the year; and

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- (c) other allowances in the nature of salary that were paid regularly and during annual leave, excluding allowances that were:
 - (i) a reimbursement for expenses incurred; or
 - (ii) a payment for disabilities associated with the performance of duty.

5.08 Retention periods

- (1) If an excess employee has not accepted an offer of voluntary retrenchment, the Secretary must not terminate his or her employment in accordance with section 29 of the *Public Service Act 1999* without the employee's consent until the following retention periods have elapsed:
 - (a) if the employee has at least 20 years service or is 45 years or over — 13 months;
 - (b) for any other employee — 7 months.
- (2) The retention period starts on:
 - (a) the day the employee is told in writing in accordance with the consultation process that the employee is excess; or
 - (b) for an employee who expresses interest in voluntary retrenchment under subclause 5.03 (4) — the day the Secretary invites the employee to accept voluntary retrenchment under clause 5.04.
- (3) The retention period is extended by any period of certified sick leave taken during the retention period.
- (4) During the retention period, the Secretary:
 - (a) must continue to take reasonable steps to find alternative employment for the employee; and
 - (b) may transfer the employee to a job at a lower classification with 4 weeks notice.
- (5) The notice period mentioned in paragraph (4) (b) must, as far as practicable, be concurrent with the retention period.
- (6) If the employee is transferred under paragraph (4) (b) before the end of the retention period, the employee is to be paid income maintenance to maintain the employee's salary at the previous higher level for the balance of the retention period.
- (7) An excess employee who, during the retention period, applies for assignment to duties within a classification group the same as, or lower than, the employee's current approved classification as a result of an advertised vacancy in the Department is entitled to be considered in isolation from, and not in competition with, an applicant who is not an excess employee.

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- (8) An excess employee is entitled to reasonable leave with full pay to attend necessary employment interviews after the employee:
 - (a) is told in writing in accordance with the consultation process that the employee is excess; or
 - (b) has had an election to accept voluntary retrenchment approved by the Secretary.
- (9) The employee is entitled to reasonable travel and incidental expenses, not met by the prospective employer, to attend an employment interview.
- (10) An excess employee who has to move household to a new locality because of an ongoing assignment to duties within a classification group the same as, or lower than, the employee's approved classification before the assignment is entitled to reasonable expenses.
- (11) If an employee who has been notified that he or she is excess is not permanently redeployed to a suitable position within 3 months, and the employee has not previously been invited to accept voluntary retrenchment, the Secretary must invite the employee to accept voluntary retrenchment as soon as possible after the end of that period.
- (12) If an excess employee agrees, the Secretary may terminate the employee's employment in accordance with section 29 of the *Public Service Act 1999*, and pay the balance of the employee's entitlement for the retention period as a lump sum, if:
 - (a) the employee has been invited to accept, and has declined, voluntary retrenchment; and
 - (b) redeployment has not been achieved within 3 months of the employee being identified as excess; and
 - (c) the Secretary is satisfied that there is insufficient productive work available for the employee in the Department for the rest of the retention period; and
 - (d) for an employee who was referred to a career advisory service — the service has advised that the employee is unlikely to be redeployed to another Agency in the APS.
- (13) Payment under subclause (12) is taken to include payment in lieu of notice of termination.

5.09 Involuntary termination

- (1) Subject to the consultation process under this Part, the Secretary may terminate, in accordance with section 29 of the *Public Service Act 1999*, the employment of an excess employee at the end of the retention period, without the consent of the employee.
- (2) An excess employee must not have his or her employment terminated if the employee:
 - (a) has not been invited to accept an offer of voluntary retrenchment; or
 - (b) has elected to be retrenched but the Secretary has refused to approve it.

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- (3) An excess employee must not have his or her employment terminated involuntarily without being given notice of termination, or payment in lieu of notice, of at least:
 - (a) for an employee over 45 years with at least 5 years of continuous service — 5 weeks; or
 - (b) for any other employee — 4 weeks.
- (4) The notice period mentioned in subclause (3) must, as far as practicable, be concurrent with the retention period.

5.10 Redeployment and retrenchment provisions not to prevent other action

This Part does not prevent the reduction in classification, or the termination, of an employee because of a breach of the Code of Conduct, physical or mental incapacity, unsatisfactory performance or non-performance of duties, loss of an essential qualification or any other ground for termination of employment prescribed by the *Public Service Regulations 1999*.

Part 6 Cooperative workplace relations

Division 6.1 General

6.01 Purpose

- (1) The Department is committed to an employment relationship based on consultation, cooperation, trust and reasonableness.
- (2) This Part aims to ensure cooperative workplace relations that help to achieve the objectives of the WRA by, among other things:
 - (a) ensuring that primary responsibility for deciding issues affecting the relationship with employees rests with Departmental managers and employees; and
 - (b) providing a framework of rights and responsibilities for employees that supports fair and effective implementation of the Agreement; and
 - (c) recognising the right of employees, who choose to do so, to have their industrial interests represented by a representative of their choice in relation to issues arising under this Agreement; and
 - (d) enabling the AIRC to settle disputes as far as possible by conciliation and, if appropriate, by arbitration; and
 - (e) ensuring that employees have access to information about issues in the workplace; and
 - (f) facilitating the appropriate participation by AGD employees in the Department's decision-making processes.

Division 6.2 Consultation

6.02 AGD Workplace Relations Committee

- (1) The WRC is constituted to be the focus for consultation about the terms of this Agreement.
- (2) The primary functions of the WRC are:
 - (a) to monitor the operation of this Agreement, including the operation of consultative arrangements in the Department; and
 - (b) to facilitate consultation between AGD and its employees.
- (3) The Secretary will consult with the WRC in relation to:
 - (a) any changes, within the life of this Agreement, to policies, guidelines and standards that were developed or revised as part of the development of the Agreement; and
 - (b) the development or amendment, within the life of this Agreement, of any policies, guidelines and standards relating to any matter covered by the Agreement.

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- (4) The WRC may decide its own procedures, including timing of meetings and the filling of casual vacancies for employee and management representatives.
- (5) A replacement WRC is to be convened, with employee representation being elected, before the nominal expiry date of this Agreement.

6.03 Consultation within Divisions and Offices

- (1) To complement the WRC, the Secretary will ensure that Division and Office Heads make appropriate arrangements to consult with all employees regularly through all-employee meetings or committees representative of all employees.
- (2) Division and Office Heads will ensure that consultative arrangements made by them have the support of a majority of their employees.

6.04 Noticeboards

- (1) The Secretary will permit the use of Departmental communication methods to assist communication between employees and employee representatives for the purposes of this Agreement, including noticeboards (physical and electronic), e-mail and other methods that become available.
- (2) However, these methods of communication:
 - (a) must be used in accordance with the Department's guidelines in relation to the appropriate use of communication methods, particularly e-mail; and
 - (b) must not be used for offensive or improper material.

Division 6.3 Dealing with conflict in the workplace

Subdivision 6.3.1 Resolution of industrial disputes

6.05 Informal processes to be tried first

- (1) This Subdivision is about the processes that must be followed before a dispute over a matter arising under this Agreement is notified to the AIRC.
- (2) The parties to a dispute undertake to work cooperatively to resolve the dispute.

6.06 Dispute resolution processes

- (1) The processes to facilitate dispute resolution are as follows:
 - (a) a dispute should first be raised with the relevant decision-maker or through relevant Division or Office level consultative arrangements;
 - (b) a manager should seek to resolve a dispute promptly or refer the dispute to higher level management;

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- (c) genuine steps should be taken to resolve the dispute without recourse to third parties, although employees may, if they choose, be represented in (and be accompanied by the representative at) any discussions with managers about issues raised under this clause;
 - (d) if a dispute cannot be resolved at the Division or Office Head level or below — any of the parties to the dispute may refer the issue to the Secretary;
 - (e) the Secretary may:
 - (i) initiate action to resolve the dispute; or
 - (ii) refer the dispute for consideration by the WRC.
- (2) Work is to continue in accordance with this Agreement while these procedures are followed.
- (3) However, if a genuine safety issue is involved, an employee must not be required to work in an unsafe environment but may undertake suitable alternative work until the issue is resolved.

6.07 Reference of disputes to the AIRC

- (1) If a dispute over a matter arising under this Agreement is not resolved within a reasonable time after a genuine attempt is made to resolve the dispute under the dispute resolution procedures under this Agreement, the dispute may be referred to the AIRC by a party to the dispute under Division 5 of Part 13 of the WRA.
- (2) The AIRC may conduct any or all of the following alternative dispute resolution processes to assist the parties to the dispute to resolve the dispute:
- (a) conferencing;
 - (b) mediation;
 - (c) assisted negotiation;
 - (d) neutral evaluation;
 - (e) case appraisal;
 - (f) conciliation.
- (3) In conducting an alternative dispute resolution process, the AIRC may:
- (a) arrange or convene conferences or compulsory conferences between the parties to the dispute; and
 - (b) meet with any party to the dispute separately but with the knowledge of the other party to the dispute; and
 - (c) consistently with the WRA, take any other action, to assist the parties to the dispute to resolve the dispute, that the parties agree.
- (4) If arbitration is necessary, the AIRC may exercise procedural powers for hearings, witnesses, evidence and submissions that are necessary to make the arbitration effective.

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Subdivision 6.3.2 Review of decisions to terminate employment

6.08 Review under WRA only

- (1) The only review rights and remedies for an employee in relation to termination of employment are those available under:
 - (a) Division 4 of Part 12 of the WRA; and
 - (b) other Commonwealth laws (including the Constitution); and
 - (c) common law.
- (2) Subdivision 6.3.1 does not apply to the termination of, or a decision to terminate, an employee's employment.
- (3) Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice, or payment instead, in accordance with paragraph 661 (1) (c) of the WRA, subject to compliance with the procedures established by the Secretary for determining whether the employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

Part 7 General

Division 7.1 Period of Agreement

7.01 Commencement and expiry date

- (1) This Agreement commences when it is lodged with the Workplace Authority (formerly known as the Office of the Employment Advocate).
- (2) The nominal expiry date for the Agreement is 2 years 10 months after the date it is lodged with the Workplace Authority.

Division 7.2 Comprehensive agreement

7.02 Comprehensive agreement

This agreement is a comprehensive agreement and excludes the protected award conditions (as defined in the WRA) or conditions that are about, incidental to, or machinery provisions to, protected award conditions within the Australian Public Service Award 1998 (as varied from time to time).

Note 1 The protected award conditions that are expressly excluded by this clause include the following protected award conditions: rest breaks, incentive based payments and bonuses, annual leave loadings, public holidays, monetary allowances, loadings for working overtime or for shift work, penalty rates, outworker conditions and any other award conditions specified as protected award conditions in Regulations made under the WRA.

Note 2 Employment in the Department continues to be subject to a number of Acts, including the following:

- *Long Service Leave (Commonwealth Employees) Act 1976*
- *Safety, Rehabilitation and Compensation Act 1988*
- *Maternity Leave (Commonwealth Employees) Act 1973*
- *Occupational Health and Safety Act 1991*
- *Public Employment (Consequential and Transitional) Amendment Act 1999*
- *Public Service Act 1999*
- *Superannuation Act 1976*
- *Superannuation Act 1990*
- *Superannuation Act 2005*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990*
- *Superannuation (Productivity Benefit) Act 1988*
- *Workplace Relations Act 1996.*

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Division 7.3 Closed agreement

7.03 Closed agreement

- (1) This Agreement is a closed Agreement in the settlement of all matters for the duration of the Agreement.
- (2) The parties to this Agreement agree that, for the period covered by this Agreement, no further claims may be pursued in relation to terms and conditions of employment by a party to this Agreement or an employee whose employment is subject to this Agreement, whether or not those terms and conditions relate to a matter expressly covered by this Agreement.

Division 7.4 Delegation of Secretary's powers or functions

7.04 Delegation

- (1) The Secretary may delegate any of his or her powers or functions under this Agreement (other than under this clause).
- (2) A person exercising powers or functions under a delegation under this clause must comply with any directions of the Secretary.

Division 7.5 Portability of accrued paid leave entitlements

7.05 Portability of accrued paid leave entitlements

If an employee joins the Department on or after the commencement of this Agreement from another employer and was employed in performing functions for the other employer under the *Public Service Act 1999*, the *Parliamentary Service Act 1999* or from the ACT Government Service, accrued annual leave, personal leave and carers leave (however described) will be transferred, if there is no break in continuity of service.

Signatures

By signing below, the employer and organisations bound by this Agreement signify their agreement to its terms:

Dated: 3 September 2007

Robert Cornall AO
Secretary,
Attorney-General's Department

Dated: 19 September 2007

Michael Tull
CPSU Deputy Secretary
40 Brisbane Avenue
Barton ACT 2600
for the Community and Public
Sector Union

Dated: 3 September 2007

Michael White
ACT Branch Secretary
40 Brisbane Avenue
Barton ACT 2600
for the Media, Entertainment and
Arts Alliance

Schedule 1 Classification structure and salary rates

Part 1 General

Classification (and local designation, if applicable)	Pay Points	Salary immediately before commencement date	Salary Rates Adjustment (APS 1-2 2% increase and Graduate APS 4.5% increase)	Salary from commencement date (4.5% increase)	Salary from 1 August 2008 (4.5% increase)	Salary from 1 August 2009 (4.5% increase)
APS Level 1–2*	APS 1.1	\$33 556	\$34 227	\$35 767	\$37 377	\$39 059
	APS 1.2	\$34 682	\$35 376	\$36 968	\$38 632	\$40 370
	APS 1.3	\$35 621	\$36 333	\$37 968	\$39 677	\$41 462
	APS 1.4	\$37 084	\$37 826	\$39 528	\$41 307	\$43 166
	APS 2.1	\$37 975	\$38 735	\$40 478	\$42 300	\$44 204
	APS 2.2	\$39 021	\$39 801	\$41 592	\$43 464	\$45 420
	APS 2.3	\$40 044	\$40 845	\$42 683	\$44 604	\$46 611
	APS 2.4	\$41 085	\$41 907	\$43 793	\$45 764	\$47 823
	APS 2.5	\$42 111	\$42 953	\$44 886	\$46 906	\$49 017
APS Level 3	APS 3.1	\$43 254		\$45 200	\$47 234	\$49 360
	APS 3.2	\$44 377		\$46 374	\$48 461	\$50 642
	APS 3.3	\$45 504		\$47 552	\$49 692	\$51 928
	APS 3.4	\$46 682		\$48 783	\$50 978	\$53 272
APS Level 4	APS 4.1	\$48 207		\$50 376	\$52 643	\$55 012
	APS 4.2	\$49 739		\$51 977	\$54 316	\$56 760
	APS 4.3	\$51 034		\$53 331	\$55 731	\$58 239
	APS 4.4	\$52 342		\$54 697	\$57 158	\$59 730

Classification (and local designation, if applicable)	Pay Points	Salary immediately before commencement date	Salary Rates Adjustment (APS 1-2 2% increase and Graduate APS 4.5% increase)	Salary from commencement date (4.5% increase)	Salary from 1 August 2008 (4.5% increase)	Salary from 1 August 2009 (4.5% increase)
APS Level 5	APS 5.1	\$53 770		\$56 190	\$58 719	\$61 361
	APS 5.2	\$55 454		\$57 949	\$60 557	\$63 282
	APS 5.3	\$57 016		\$59 582	\$62 263	\$65 065
APS Level 6	APS 6.1	\$58 074		\$60 687	\$63 418	\$66 272
	APS 6.2	\$59 518		\$62 196	\$64 995	\$67 920
	APS 6.3	\$61 149		\$63 901	\$66 777	\$69 782
	APS 6.4	\$64 222		\$67 112	\$70 132	\$73 288
	APS 6.5	\$66 711		\$69 713	\$72 850	\$76 128
	APS 6.6	\$N/A		\$71 280	\$74 488	\$77 840
Legal Officer	LO 1 (APS 3.1)	\$43 254		\$45 200	\$47 234	\$49 360
	LO 2 (APS 3.3)	\$45 504		\$47 552	\$49 692	\$51 928
	LO 3 (APS 4.1)	\$48 207		\$50 376	\$52 643	\$55 012
	LO 4 (APS 4.3)	\$51 034		\$53 331	\$55 731	\$58 239
	LO 5 (APS 5.2)	\$55 454		\$57 949	\$60 557	\$63 282
	LO 6 (APS 6.1)	\$58 074		\$60 687	\$63 418	\$66 272
	LO 7 (APS 6.3)	\$61 149		\$63 901	\$66 777	\$69 782
	LO 8 (APS 6.5)	\$66 711		\$69 713	\$72 850	\$76 128
	LO 9 (APS 6.6)	\$N/A		\$71 280	\$74 488	\$77 840
Cadet APS (practical training)*	Cadet PT 1	\$33 556		\$35 066	\$36 644	\$38 293
	Cadet PT 2	\$34 682		\$36 243	\$37 874	\$39 578
	Cadet PT 3	\$35 621		\$37 224	\$38 899	\$40 649
	Cadet PT 4	\$37 084		\$38 753	\$40 497	\$42 319

Classification (and local designation, if applicable)	Pay Points	Salary immediately before commencement date	Salary Rates Adjustment (APS 1-2 2% increase and Graduate APS 4.5% increase)	Salary from commencement date (4.5% increase)	Salary from 1 August 2008 (4.5% increase)	Salary from 1 August 2009 (4.5% increase)
Cadet APS (full-time study)*	Cadet FTS	\$18 306		\$19 130	\$19 991	\$20 891
Graduate APS	GAPS 1	\$41 085	\$42 934	\$44 866	\$46 885	\$48 995
	GAPS 2	\$42 111	\$44 006	\$45 986	\$48 055	\$50 217

* Note The junior rates set out in clause 3.13 apply to APS 1 and Cadet APS classifications.

Classification	Pay points	Salary immediately before commencement date	Salary from commencement date (4.5% increase)	Salary from 1 August 2008 (4.5% increase)	Salary from 1 August 2009 (4.5% increase)
Executive Level 1	Executive 1.1	\$74 092	\$77 426	\$80 910	\$84 551
	Executive 1.2	\$80 006	\$83 606	\$87 368	\$91 300
	Executive 1.3	\$85 077	\$88 905	\$92 906	\$97 087
	Executive 1.4	\$90 151	\$94 208	\$98 447	\$102 877
Executive Level 2	Executive 2.1	\$85 454	\$89 299	\$93 317	\$97 516
	Executive 2.2	\$90 151	\$94 208	\$98 447	\$102 877
	Executive 2.3	\$96 882	\$101 242	\$105 798	\$110 559
	Executive 2.4	\$100 122	\$104 627	\$109 335	\$114 255
	Executive 2.5	\$102 679	\$107 300	\$112 129	\$117 175
Senior Legal Officer	SLO 1 (Executive 1.1)	\$74 092	\$77 426	\$80 910	\$84 551
	SLO 2 (Executive 1.2)	\$80 006	\$83 606	\$87 368	\$91 300
	SLO 3 (Executive 1.3)	\$85 077	\$88 905	\$92 906	\$97 087
	SLO 4 (Executive 1.4)	\$90 151	\$94 208	\$98 447	\$102 877

Classification	Pay points	Salary immediately before commencement date	Salary from commencement date (4.5% increase)	Salary from 1 August 2008 (4.5% increase)	Salary from 1 August 2009 (4.5% increase)
Principal Legal Officer	PLO 1 (Executive 2.1)	\$85 454	\$89 299	\$93 317	\$97 516
	PLO 2 (Executive 2.2)	\$90 151	\$94 208	\$98 447	\$102 877
	PLO 3 (Executive 2.3)	\$96 882	\$101 242	\$105 798	\$110 559
	PLO 4 (Executive 2.4)	\$100 122	\$104 627	\$109 335	\$114 255
	PLO 5 (Executive 2.5)	\$102 679	\$107 300	\$112 129	\$117 175

Part 2 Trainee APS (Administrative) pay rates

Trainee APS (Administrative)

A Trainee APS (Administrative) employee will be paid a percentage of the minimum salary for an adult APS1, rounded to the nearest dollar, having regard to schooling completed and the predetermined average proportion of time to be spent in approved training. These rates will apply as follows:

Year of schooling completed	Year 10	Year 11	Year 12
School leaver	30% (50%)	0% (33%)	–
School leaver	40% (33%)	45% (25%)	56%
plus 1 year out of school	45% (25%)	56%	65%
plus 2 years	56%	65%	73%
plus 3 years	65%	73%	80%
plus 4 years	73%	80%	80%
plus 5 years or more	80%	80%	80%

Note Figures in brackets represent time to be spent in recognised training activities, if no bracketed figure, taken to be 20 per cent.

Schedule 2 Transitional provisions

(subclause 4.26 (10))

Part 1 Personal leave credits for current AGD employees

Circumstances of employee

Personal leave credit on commencement date

Ongoing employee who:

- (a) commenced continuous service with the Department before 28 September 1998; or
- (b) commenced continuous service on or after 28 September 1998 without sick leave portability on movement from former agency or recognition of prior service for sick leave

The employee has credits made up of:

- (a) either:
 - (i) if the employee commenced with the Department on or after 28 September 1998, an initial credit of 22 days; or
 - (ii) if the employee commenced with the Department before 28 September 1998, the credit (if any) that existed immediately before that day; and
- (b) 22 days for each full year of service with the Department, (not counting any period of leave without pay of more than 30 days that did not count as service) and a proportionate number of days for any part year of service.

In working out the credit (if any) that, for an employee who commenced service with the Department before 28 September 1998, existed immediately before that day, a half pay credit may be counted as a full pay credit at the rate of 2 half days to a whole day.

Ongoing employee who commenced continuous service with the Department on or after 28 September 1998 with recognised prior service or who moved to the Department as an ongoing employee from another agency

The employee has credits made up of:

- (a) the credit (if any) that the employee brought with him or her on movement to the Department or that is recognised through prior service recognition arrangements; and
- (b) 22 days for each year of service (not counting any period of leave without pay of more than 30 days that did not count as service) and a proportionate number of days for any part year of service.

Non-ongoing employee with less than 12 months continuous service before commencement of this Agreement

A non-ongoing employee with less than 12 months service at the date of commencement of this Agreement keeps any personal leave credit to which the employee was entitled on that date under clause 4.54 of the 2004 Agreement.

Circumstances of employee	Personal leave credit on commencement date
Non-ongoing employee with more than 12 months continuous service before commencement of this Agreement	<p>The employee has the credits worked out by taking from the employee's notional credits the sick and carer's leave (if any) used by the employee since he or she commenced work with the Department.</p> <p>The employee's notional credits are made up of:</p> <ul style="list-style-type: none">(a) 44 days credit for the first year of continuous service with the Department (not counting any period of leave without pay of more than 30 days that did not count as service); and(b) 22 days for each additional full year of service (and a proportionate number of days for any part year of service) for service up to the commencement of this Agreement; and(c) any credit recognised through prior service recognition arrangements.

Part 2 Transitional arrangements for additional APS Level 6 and Legal Officer pay point

- (1) An AGD employee at the APS Level 6 classification, including the Legal Officer designation, who is at pay point APS 6.5 (LO 8), is to be advanced to pay point APS 6.6 (LO 9) on the commencement of this Agreement, if the employee:
 - has received pay point APS 6.5 for at least 12 months; and
 - has received a performance rating of *meets all key performance targets* or *exceeds most performance targets* for the PPI performance cycle ending on 30 June 2007.
- (2) For an employee whose approved classification is the APS 6 Level and who does not satisfy the criteria in subclause (1) because of temporary assignment to a higher classification or a period of leave without pay, the Secretary may approve advancement to pay point APS 6.6 (LO 9) from the commencement of this Agreement.

Part 3 Transitional arrangements for isolated establishments allowance

3.01 Application

This Part applies to employees who, immediately before the commencement date, were entitled to payment of an amount under Schedule 2, Part 4 of the *Attorney-General's Department Agreement 2004*.

3.02 Compensating payment

- (1) An employee to whom this Part applies is entitled to payment of an allowance at a rate of \$465.33 a year.
- (2) The allowance under this clause remains payable until the employee ceases to be employed at the Emergency Management Institute at Mount Macedon.