



Australian Government

**Department of Families, Housing,
Community Services and Indigenous Affairs**

**Department of Families, Housing,
Community Services and Indigenous Affairs**

Collective Agreement

2009 to 2011

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PART 1 – PURPOSE AND RESPONSIBILITIES

PURPOSE

- 1.1 The Department of Families, Housing, Community Services and Indigenous Affairs aims to improve the lives of Australians by creating opportunities for economic and social participation by individuals, families and communities.
- 1.2 The broad objective of this Agreement is to enable us to meet this overarching outcome and implement all other elements of the FaHCSIA Strategic Framework.
- 1.3 This Agreement seeks to:
 - make FaHCSIA an employer of choice;
 - promote work and life balance;
 - achieve clarity and flexibility in terms and conditions of employment; and
 - motivate employees to build a high performing and increasingly productive organisation.

EMPLOYEE RESPONSIBILITIES

- 1.4 All employees accept responsibility to contribute to achieving FaHCSIA outcomes by:
 - being fully conversant with, and upholding the principles and provisions of this Agreement and other supporting policies, guidelines and instructions;
 - understanding where their contribution fits and the standard of work expected;
 - engaging constructively in initiatives to enhance productivity and performance and progress change;
 - adhering to and promoting the APS Values and Code of Conduct and demonstrating behaviours consistent with the Values and the Code;
 - contributing to FaHCSIA outputs by participating in the FaHCSIA Performance Management Framework;
 - actively participating in priority FaHCSIA learning and development activities;
 - abiding by the all FaHCSIA guidelines, policies and directions/directives (including the Chief Executive Instructions);
 - maintaining all required employee records, e.g. attendance, leave and participation in learning and development activities; and
 - maintaining full and accurate records of matters which influence any decision on business-related matters and ensuring that all appropriate records are captured on the appropriate corporate record keeping system.

MANAGER RESPONSIBILITIES

1.5 Managers will:

- be fully conversant with, and uphold the principles and provisions of this Agreement and other supporting policies, guidelines and instructions;
- provide employees with the tools they need to do their work efficiently, effectively, ethically and creatively;
- build organisational capability through encouraging employee access to learning and development and giving employees guidance and encouragement to undertake their work effectively;
- regularly review and prioritise workloads to ensure that staffing levels and classifications are appropriate to achieve desired outcomes and do not negatively impact on employees;
- encourage, acknowledge and reward good performance; and
- ensure appropriate consultation on all workplace issues and initiatives that affect employees.

PART 2 – FaHCSIA EMPLOYMENT FRAMEWORK

2.1 The application and administration of FaHCSIA employment arrangements and conditions are regulated and guided by an overall employment framework made up from legislation, this Agreement and associated FaHCSIA instructions, guidelines and policies.

LEGISLATED EMPLOYMENT CONDITIONS

2.2 While the terms of legislation are not incorporated into this Agreement, employment in FaHCSIA is subject to the provisions of the following Acts (and regulations and instruments made under those Acts) among others:

- *Administrative Decisions (Judicial Review) Act 1977;*
- *Archives Act 1983;*
- *Crimes Act 1914;*
- *Disability Discrimination Act 1992;*
- *Financial Management and Accountability Act 1997;*
- *Freedom of Information Act 1982;*
- *Human Rights and Equal Opportunity Act 1986;*
- *Long Service Leave (Commonwealth Employees) Act 1976;*
- *Maternity Leave (Commonwealth Employees) Act 1973;*
- *Occupational Health and Safety (Commonwealth Employment) Act 1991;*
- *Privacy Act 1988;*
- *Public Employment (Consequential and Transitional) Amendment Act 1999;*
- *Public Service Act 1999;*
- *Safety, Rehabilitation and Compensation Act 1988;*
- *Sex Discrimination Act 1984;*
- *Superannuation Act 1976;*
- *Superannuation Act 2005;*
- *Superannuation (Consequential Amendments) Act 2005*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- *Superannuation Productivity Benefit Act 1988; and*
- *Workplace Relations Act 1996.*

2.3 Provisions of these Acts relevant to FaHCSIA employment are referred to as necessary in this Agreement and in other FaHCSIA instructions, guidelines and policies published on the FaHCSIA intranet.

FaHCSIA GUIDELINES AND POLICIES

- 2.4 The Secretary or his delegate will issue FaHCSIA guidelines and/or policies from time to time in order to expand upon and explain FaHCSIA employment conditions, administrative processes and other employment related matters. Guidelines and policies provide employees and managers with a more comprehensive understanding of relevant provisions and conditions.
- 2.5 The guidelines and policies will be consistent with provisions in legislation and this Agreement and cannot reduce the benefits available to employees under this Agreement.
- 2.6 Where the Secretary proposes to change an existing guideline or policy or to issue a new one, that relates to the conditions and processes covered in this Agreement, he will first advise and consult FaHCSIA employees and, if they choose, their representatives, in line with the consultation and communication provisions set out in Part 10 of this Agreement.
- 2.7 FaHCSIA guidelines and policies are published on the FaHCSIA intranet.

PART 3 –PERFORMANCE AND CAPABILITY

INDIVIDUAL PERFORMANCE MANAGEMENT (IPM)

- 3.1 FaHCSIA is committed to maximising every employee's ability to contribute to the achievement of FaHCSIA objectives. The effectiveness of the FaHCSIA Performance Management Framework (the Framework) is central to achieving this commitment.
- 3.2 All employees and their managers will assist FaHCSIA to achieve its objectives by participating in the department's performance management scheme.
- 3.3 Any process related to performance or performance improvement will be conducted according to principles of equity, transparency, natural justice and procedural fairness and will be aimed at supporting and improving performance.
- 3.4 The Performance Management Guidelines, as varied from time to time, outline the process and requirements under the Framework, including the responsibilities and obligations of both employees and their managers.

CAPABILITY DEVELOPMENT

- 3.5 Learning and development opportunities will be supported across the organisation, including State/Territory Offices and Indigenous Coordination Centres and at all levels within FaHCSIA.
- 3.6 The strategic direction for learning and development is set out in the Organisational Learning Strategy (OLS). The OLS will assist employees and managers to identify priority learning and development needs and opportunities to build employee capabilities through IPM.

STUDY ASSISTANCE

- 3.7 The Secretary may provide assistance for employees undertaking a course of study through:
 - approval as a student;
 - approval of leave for study activities; and
 - approval of financial assistance to assist with costs incurred when undertaking an approved course of study.
- 3.8 Study assistance will be available to eligible employees in accordance with the FaHCSIA Study Assistance Guide as varied from time to time.

SUPPORT FOR PROFESSIONALS

- 3.9 FaHCSIA will reimburse or pay for the cost of annual membership fees of professional associations up to \$750 a year where membership of the association is an essential requirement of an employee's duties.
- 3.10 FaHCSIA will reimburse or pay up to \$42 a year per employee towards annual membership of other professional associations relevant to the work of the Department.

PART 4 – REMUNERATION

SALARY INCREASES

- 4.1 In recognition of the commitment by employees to performance and productivity improvement, including the initiatives outlined in Part 5 of this Agreement, salaries will be increased during the life of this Agreement as follows:
- 4.3% from the date of commencement of this Agreement;
 - 1.4% market adjustment on commencement - to be applied after the adjustment is made for the initial 4.3% increase;
 - 4.3% from the beginning of the first pay period commencing on or after 14 November 2009; and
 - 4.1% from the beginning of the first pay period commencing on or after 14 November 2010.

SALARIES AND ALLOWANCES

- 4.2 Details of salaries, allowances and reimbursements under this Agreement are set out in Parts 13 and 14 of this Agreement.

FLEXIBLE REMUNERATION AND CONDITIONS

- 4.3 The Secretary may supplement the remuneration and/or other terms and conditions of employment of an individual employee or group of employees.
- 4.4 Discussions on supplementation may be initiated by a manager or an employee. The employee may choose to have an employee representative involved in any supplementation discussions.
- 4.5 Details of any supplementation will be recorded in an Agreement between the Secretary and the employee/s (to be known as a Flexibility Agreement).
- 4.6 Any supplementation approved under clause 4.3 will not remove or vary the remuneration and conditions of employment within this Agreement.
- 4.7 The number and use of supplementary arrangements will be reported to and discussed with the Workplace Consultative Forum on a quarterly basis.

PAYMENT OF SALARIES

- 4.8 Employees will be paid fortnightly in arrears by electronic funds transfer to an Australian Bank/Financial Institution account. FaHCSIA will provide all employees with access to an electronic payslip (printable) verifying payments made by FaHCSIA to the individual.
- 4.9 The fortnightly rate of pay will be ascertained by multiplying the annual salary by 12 and dividing by 313.
- 4.10 Employees on continuous leave for more than 4 weeks will be provided with printed payslips on a fortnightly basis unless the employee indicates these are not required.

- 4.11 Where an employee's pre-existing Australian Workplace Agreement (AWA) is terminated and the employee becomes bound by this Agreement, the Secretary will approve the employee's salary as if the employee had been covered by this Agreement and had received salary advancement in accordance with the FaHCSIA Performance Management Framework. If the superannuation salary was higher under the employee's AWA, that salary level will be maintained for superannuation purposes only.

RECOVERY OF OVERPAYMENTS AND OTHER DEBTS TO FaHCSIA

- 4.12 Salary, salary related and other debts that an employee or former employee owes to FaHCSIA will be recovered in accordance with the Employee Debt Recovery Policy, as varied from time to time.

CLASSIFICATION STRUCTURES

- 4.13 Structures for the classification of FaHCSIA work levels are set out in Part 13 of this Agreement.

WORK LEVEL STANDARDS

- 4.14 The existing FaHCSIA Work Level Standards will operate until they are replaced. The Work Level Standards describe the work at each of the classification levels in this Agreement and are accessible via the intranet.
- 4.15 FaHCSIA will to review the existing Work Level Standards in consultation with employees and their representatives. The review will commence no later than 30 June 2009.

SALARY ADVANCEMENT

- 4.16 Salary advancement within a classification (including a broadbanded classification) will depend on employees meeting agreed performance deliverables to a satisfactory or higher standard as assessed in accordance with the FaHCSIA Performance Management Framework.
- 4.17 Where an employee is assessed as meeting all the agreed performance deliverables salary advancement will occur on the anniversary of the employee's commencement, promotion or last salary advancement at the employee's current classification level.
- 4.18 An employee is not eligible for salary advancement until they have met all performance expectations.
- 4.19 An employee is not eligible for salary advancement if the employee is at the maximum point of his/her salary range.
- 4.20 Where an employee's performance is assessed as not meeting agreed performance standards, managers will follow the processes contained in the Performance Management Framework to address the performance issues.

SALARY ON ENGAGEMENT, PROMOTION AND ASSIGNMENT OF DUTIES

- 4.21 An employee's salary on engagement, promotion and assignment of duties (including movement from another APS Agency) will normally be at the minimum salary rate for the classification, unless the Secretary approves payment at a higher salary point within the classification range having regard to the following criteria:
- worth of experience against what is available in the workplace;
 - length, nature, currency and relevance of experience;
 - contribution that can be made immediately;
 - public service experience at level; and
 - current remuneration.
- 4.22 Where an APS employee, external to FaHCSIA, is receiving a salary that exceeds the highest pay point of the FaHCSIA salary range for the classification, the Secretary may approve continued payment at the previous substantive salary until such time as the employee can be transferred to a pay point in the FaHCSIA salary range without disadvantage. Salary maintenance under this provision does not constitute promotion beyond the employee's existing classification.
- 4.23 Where an employee is assigned duties to a lower classification on a temporary or ongoing basis, he or she will transfer to the top salary point in the lower classification, unless otherwise agreed by the Secretary and the employee.

TEMPORARY PERFORMANCE OF OTHER DUTIES

- 4.24 An employee may decline a manager's invitation to perform duties temporarily at a higher classification level.
- 4.25 Where an employee is temporarily assigned to duties at a higher classification level the Secretary may approve the payment of a Temporary Performance Allowance (TPA).
- 4.26 The minimum period of temporary reassignment that can attract payment of TPA is 2 weeks, unless there are special circumstances associated with the duties to be performed for a shorter period.
- 4.27 TPA will be equal to the difference between the employee's usual salary and the base salary of the higher classification unless the Secretary approves payment at a higher salary having regard to the employee's:
- previous periods of TPA at or above the proposed TPA level;
 - performance, including during previous periods of TPA; and
 - relevant experience and/or skills.
- 4.28 Where temporary performance is necessary for a period of six months or less, the manager will consider the claims of all available employees in the work unit who are at or below the classification level of the duties to be performed.

- 4.29 Where temporary performance is necessary for a period of more than six months, a merit selection process should be used to find the most suitable FaHCSIA employee available.

SUPERANNUATION

- 4.30 FaHCSIA will ensure that all employees are provided with information about superannuation arrangements immediately on commencement or recommencement of employment.
- 4.31 Where an employee who is eligible for membership in the PSSap exercises superannuation choice, the Secretary will pay an employer contribution to the employee's eligible fund based on the employee's fortnightly contribution salary. The employer contribution will be at least the same as that applicable in the PSSap scheme as set out in the trust deed, currently 15.4%.
- 4.32 Employer contributions can only be made to an eligible fund that accepts contributions via electronic funds transfer (EFT).
- 4.33 FaHCSIA will consult with employees, and where they choose, their representatives regarding any changes in superannuation arrangements.

NON-ONGOING EMPLOYEES ENGAGED FOR DUTIES THAT ARE IRREGULAR OR INTERMITTENT

- 4.34 Non-ongoing employees engaged for duties that are irregular or intermittent will receive a loading of 20 per cent of salary in lieu of public holidays and paid leave. Such employees will accrue long service leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

SUPPORTED SALARY RATES

- 4.35 Employees with a disability may be eligible for a supported salary in accordance with the FaHCSIA Salaries and Allowances Guide as varied from time to time. Eligible employees will be paid 10% of the applicable salary for each 10% of assessed capacity to perform the relevant duties, rounded to the nearest 10% and the minimum payment will be \$69 per week at the commencement of this Agreement. The amount of this payment will be adjusted in line with Supported Wage System minimum payment decisions. In the event that this information ceases to be available, alternative arrangements to update the payment will be implemented following discussion between FaHCSIA and its employees and, where they choose, their representatives.
- 4.36 For the purposes of establishing the relevant percentage to be paid, the productive capacity of the employee will be assessed in accordance with the Supported Wage System, as varied from time to time.
- 4.37 To assess an employee's capacity adequately, the employer may employ a person under this clause for a trial period not exceeding 12 weeks, except that in some cases, additional work adjustment time not exceeding 4 weeks may be needed.

DEATH OF AN EMPLOYEE

- 4.38 Where an employee dies, or the Secretary has directed that an employee will be presumed to have died on a particular date, payment may be made to the dependants or partner or the legal personal representative of the former employee of an amount that would have been paid if the employee had otherwise ceased employment on resignation or age retirement.

FLEXIBLE REMUNERATION PACKAGING

- 4.39 All ongoing employees and non-ongoing employees with initial contracts of at least three months will have access to flexible remuneration packaging. Further information on flexible remuneration packaging is available in the guide produced by the FaHCSIA flexible remuneration provider/s.
- 4.40 Where an employee takes up the option of salary packaging, the employee's salary for purposes of superannuation, severance and termination payments and any other purpose will be determined as if the flexible remuneration packaging arrangements had not occurred.
- 4.41 Any fringe benefits tax and administrative costs incurred by FaHCSIA in relation to flexible remuneration packaging arrangements are to be met by the employee.
- 4.42 FaHCSIA will review the salary packaging arrangements in consultation with employees and their representatives to investigate whether further options can be made available to employees. The review will commence no later than 31 March 2009.

PART 5 - INCREASING PRODUCTIVITY

PRODUCTIVITY INITIATIVES

- 5.1 FaHCSIA managers and employees and their representatives will cooperate over the life of this Agreement to improve productivity and performance for employees and the Department, including through the initiatives set out below:
- information management and technology improvements and efficiencies;
 - property operating cost savings through accommodation rationalisation and environmental management;
 - a 10% per annum reduction in travel costs, including removal of part day travel allowance payments;
 - a Maximising Staff Attendance Strategy, including measures that aim to reduce the unscheduled absence rate by at least 1 day over the life of this Agreement;
 - a reduction in staff replacement costs through lower staff turnover;
 - a 3% reduction in the cost of contractors, consultants and non-ongoing employees over the life of this Agreement; and
 - managed reduction in staffing levels through natural attrition.
- 5.2 FaHCSIA will inform and consult employees and their representatives about the implementation of these measures and the parties to this Agreement will regularly monitor progress over the life of this Agreement through the Workplace Consultative Forum.

IMPLEMENTING THIS AGREEMENT

- 5.3 FaHCSIA managers and employees and their representatives will cooperate to implement the provisions of this Agreement as soon as possible and the Workplace Consultative Forum will regularly monitor progress.

PART 6 - BALANCING WORK AND PERSONAL LIFE

- 6.1 FaHCSIA is committed to assisting employees with a work/life balance that recognises the family, carers (including elder care and care for dependants with a disability) and other personal commitments of employees. In keeping with that commitment, this Agreement contains measures and entitlements to achieve that balance, including those listed in clauses 6.3 – 6.14.
- 6.2 In making decisions about access to these measures and entitlements, FaHCSIA will give priority to the importance of employees being able to meet their carers responsibilities and achieving a good work/life balance. FaHCSIA will only deny an employee request where there are demonstrable operational reasons for doing so and where requested will provide that decision and the reasons to the employee in writing. Where a request is denied the employer will meet with the employee, and where they choose, their representative, to consider alternative measures which might be accessed to meet the needs of the employee.

WORK-LIFE BALANCE INFORMATION AND REFERRAL SERVICE

- 6.3 FaHCSIA will provide its employees with access to a national work-life balance information and referral service, linking them to:
- child care;
 - elder care or care for dependants with disability;
 - health, wellbeing and lifestyle management; and
 - schools, community agencies and support groups.

SCHOOL HOLIDAY FAMILY CARE SUBSIDY

- 6.4 Where an employee with school children has approved leave cancelled or is required to return from leave early because of FaHCSIA business requirements during school holidays, the Secretary will reimburse the amount paid by the employee for each school child attending approved or registered care for the approved period of leave.
- 6.5 In the circumstances described above, where the employee can demonstrate that she or he would otherwise have taken personal responsibility for caring for other family members, the Secretary may reimburse some or the entire amount paid by the employee for that family care.
- 6.6 Non-ongoing employees will not normally be eligible for the subsidy.
- 6.7 Reimbursement will apply only for the days when the employee is at work except in exceptional circumstances determined by the Secretary.
- 6.8 Reimbursement will be net of any government subsidy provided to the employee.

EXTRA FAMILY CARE COSTS

- 6.9 Where FaHCSIA requires employees to be away from home outside bandwidth hours (including normal travel time) or to work outside their regular hours, the Secretary will approve payment or reimbursement (net of government assistance) of the reasonable cost of additional family care arrangements on receipt of satisfactory evidence.

FAMILY CARE ROOMS

- 6.10 Wherever possible FaHCSIA will establish and maintain family occasional care rooms. Where current accommodation arrangements do not allow the establishment of family care rooms on FaHCSIA premises FaHCSIA will, where practical, approach other agencies about suitable shared arrangements.

MATURE AGE EMPLOYEES

- 6.11 FaHCSIA recognises that with the continued ageing of the Australian workforce, management and work practices should optimise the contribution of mature age employees, and encourage those who are making a valuable contribution to stay longer in the workforce.
- 6.12 In keeping with the FaHCSIA commitment to work/life balance, flexible working arrangements such as part-time work and other provisions contained in this Agreement can be suitable for use by mature age employees as a means to assist their transition to retirement. Employees are encouraged to explore these flexibilities as a means of extending their working lives. Subject to operational requirements, managers will favourably consider flexible working arrangements as a means of retaining mature age employees who might otherwise choose to leave FaHCSIA.
- 6.13 FaHCSIA will review its support for mature age employees in consultation with employees and their representatives. The review will commence no later than 30 April 2009.

OTHER FLEXIBLE AND FAMILY FRIENDLY WORKING ARRANGEMENTS

- 6.14 This Agreement includes other work-life balance provisions, including:
- Flextime
 - Part time work
 - Home based work
 - Executive Level employees time off in lieu
 - Christmas and Easter closedowns
 - Cultural leave
 - NAIDOC Week leave
 - Moving days
 - Community volunteering leave
 - Purchased leave
 - Sabbatical leave
 - Adoptive leave
 - Parental leave
 - Time off after long business travel

PART 7 – HOURS OF WORK AND ATTENDANCE

- 7.1 FaHCSIA recognises that both managers and employees have a role to play in ensuring that flexible work arrangements are used to the mutual benefit of both employees and FaHCSIA.
- 7.2 The Secretary may approve all matters relating to hours of work and attendance in accordance with the provisions outlined in this Part.

RECORDING HOURS WORKED

- 7.3 All employees covered by this Agreement must record their hours worked each day. Employees not covered by flextime provisions may record their hours of work using the flex sheet in IMPACT's Employee Self Service (ESS) or in a diary.
- 7.4 FaHCSIA employees must apply for leave using the ESS facility for any period they are absent from duty that is not covered by flextime.
- 7.5 Where an employee is absent from duty without approval, all pay and other benefits provided under this agreement, e.g. flextime, will cease to be available until the employee resumes duty or is granted leave. Where flextime no longer applies, employees will revert to standard hours as defined in clause 7.7 below.

HOURS OF WORK

- 7.6 The ordinary hours of work are 7 hours and 30 minutes per day, a total of 37 hours and 30 minutes per week and 150 hours per four week settlement period.
- 7.7 Standard hours of attendance are 8.30am to 12.30pm and 1.30pm to 5.00pm. Regular hours vary standard hours by agreement between the employee and their manager.
- 7.8 Hours of work are to be performed within a bandwidth of 7:00am to 7:00pm Monday to Friday.
- 7.9 The ordinary hours of work for salary calculations, including compensation leave will be 7 hours and 30 minutes per day or agreed hours specified in part time employment agreements.
- 7.10 Further information is available in the FaHCSIA Hours of Work Guide as varied from time to time.

FLEXTIME AND OTHER FLEXIBLE WORKING ARRANGEMENTS

- 7.11 Employees up to APS 6 and equivalent classification levels may agree with their managers to vary working hours and patterns of attendance to provide maximum flexibility for themselves and FaHCSIA (flextime).

- 7.12 The ordinary hours of work for flextime calculations are 7 hours 30 minutes per day. A total of 37 hours 30 minutes per week or 150 hours per four-week settlement period must be worked within the bandwidth. During the days where employees are not actually at work (for example, public holidays, periods of approved leave, excluding flex leave) employees will record 7 hours 30 minutes a day or their agreed part time hours on their flex sheet for the purposes of calculating hours worked within a settlement period.
- 7.13 An employee and their manager may agree to vary the employee's standard hours of attendance, subject to hours worked averaging the daily, weekly and settlement period hours in clause 7.6. Where variation is not agreed, standard hours of attendance will be observed.
- 7.14 Employees will not be expected to work more than 10 hours in any one day and must not work more than five hours without a meal break of at least 30 minutes.
- 7.15 A flex balance is the time worked in excess of or less than the employee's ordinary hours. The maximum flex credit which can be carried from one settlement period to another is 37.5 hours. The maximum flex debit which can be carried from one settlement period to another is 22.5 hours.
- 7.16 Where an employee has a positive flex credit over 37.5 hours, the employee and their manager shall identify and discuss appropriate actions to try to reduce the flex credit and no reasonable request for flex leave will be refused.
- 7.17 Prior approval and reasonable notice are required for any flex leave of a day or more or for part days where predetermined operational requirements would be affected.
- 7.18 Employees may use up to five consecutive days of flex leave.
- 7.19 In exceptional circumstances, an employee who has a positive flex balance in excess of 37.5 hours may convert these excess credits to annual leave on a 1 for 1 basis or have them paid out at ordinary time rates.
- 7.20 An employee who has a negative flex debit of more than 22.5 hours at the end of a settlement period must use approved annual leave or have salary payments reduced to cancel the excess debit.
- 7.21 The Secretary may revert an employee to standard hours of attendance where an employee fails to maintain a satisfactory pattern of attendance or abuses flextime provisions.
- 7.22 Where an employee takes long service leave, maternity leave or purchased leave, they will be deemed to have worked regular hours, and a part time employee will be deemed to have worked the hours specified in their part time employment agreement.
- 7.23 Employees ceasing employment with the APS should take reasonable steps, and be given opportunities by managers, to balance any flex credits or debits before ceasing employment. At cessation of employment, any remaining flex credits will be paid to the employee at ordinary rates and any remaining debits will be recovered from the employee's separation payment.

- 7.24 Employees transferring to another agency will take reasonable steps, and be given opportunities by managers, to minimise any flex credits or debits before transfer. At cessation of FaHCSIA employment, any remaining flex credits will be paid to the employee and any remaining debits will be recovered, unless alternative arrangements have been agreed between the employee, FaHCSIA and the receiving agency.

PART-TIME EMPLOYMENT

- 7.25 The Secretary may engage staff on a part time basis.
- 7.26 The Secretary and an employee may enter into part time employment (PTE) arrangements. A full time employee cannot be compelled to work part time.
- 7.27 A manager will not unreasonably oppose applications from full time employees for PTE.
- 7.28 Part time work arrangements will be set out in a PTE agreement which will include the employee's hours of duty, the duration of the agreement and details of any specific arrangements that are necessary to facilitate the PTE.
- 7.29 Remuneration and other entitlements for part-time staff, including leave, will be calculated on a pro-rata basis with 7 hours 30 minutes per day considered the full-time equivalent. Entitlements based on reimbursement will be the same as for full-time staff. At the end of the PTE agreement the employee can either return to full time work or apply for a further period of PTE.
- 7.30 The terms of a PTE agreement can be reviewed and varied at any time by agreement between the employee and the manager. This includes reversion or conversion to full time arrangements before the originally agreed date. Any request for review by the employee will be considered within one month. Part time hours can be varied on a short term basis to facilitate access to training or other departmental opportunities.
- 7.31 Notwithstanding clause 7.30, where operational requirements might significantly affect the viability of the agreement, the Secretary may review and vary the PTE arrangements at any time. Where an existing agreement is to be varied for operational reasons, the employee will be given 4 weeks notice of the proposed change.
- 7.32 Employees returning from maternity or parental leave will be provided with access to PTE for a period of 3 years upon application. Applications for part-time employment beyond the initial 3 year period will be considered in line with these provisions.
- 7.33 Employees choosing to work part-time hours will not be disadvantaged in terms of promotion, TPA, access to development opportunities or other employment related matters.
- 7.34 Further information on PTE is contained in the FaHCSIA Part Time Employment Guide.

JOB SHARING

- 7.35 The Secretary may approve, subject to operational requirements, job sharing arrangements between two or more part-time employees wishing to share one full-time job, each working part-time on a regular ongoing basis.

HOME BASED WORK (HBW)

- 7.36 The Secretary may agree to an employee working from home on a long term or casual basis in accordance with the FaHCSIA Home Based Work Guide. An employee cannot be compelled to work from home.
- 7.37 The terms of a home based work agreement made under the Guide can be varied at any time by agreement between the employee and manager. Any request for review by the employee will be considered within one month. Home based work arrangements can be varied on a short term basis to facilitate access to training or other departmental opportunities.
- 7.38 Notwithstanding clause 7.37, where operational requirements might significantly affect the viability of the agreement, the Secretary may review and vary the HBW arrangements at any time. Where an existing agreement is to be varied for operational reasons, the employee will be given 4 weeks notice of the proposed change.

OVERTIME

- 7.39 Overtime is only to be worked with the approval of the Secretary for work performed in addition to regular hours of work.
- 7.40 For part time employees, overtime is work performed at the direction of the Secretary which is in addition to the employee's agreed or regular hours or is beyond the total hours of work over the settlement period specified for the employee in the employee's PTE agreement.
- 7.41 Where necessitated by operational requirements, the Secretary may direct an employee to work overtime outside regular hours provided that an employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- any risk to the employee's health and safety;
 - the employee's personal circumstances, including family responsibilities;
 - the needs of the work unit;
 - the notice (if any) given by the employer of the overtime and by the employee of an intention to refuse it; and
 - any other relevant matter.

- 7.42 For an employee eligible to receive overtime payments, overtime hours worked will be paid or, where agreed, time in lieu will accrue at the following penalty rates:
- overtime worked Monday to Saturday will be paid at time and a half for the first three hours each day and double time thereafter;
 - overtime worked on Sunday will be paid at the rate of double time. Emergency duty, where no notice is given to the employee prior to ceasing ordinary duty, will also be paid at the rate of double time including time necessarily spent travelling to and from duty; and
 - overtime worked on a public holiday will be paid at the rate of double time and a half, including the single time already paid for the public holiday.
- 7.43 Salary rates for the purposes of calculating overtime will include any allowance in the nature of salary (e.g. Temporary Performance Allowance).
- 7.44 Where overtime is continuous with ordinary duty, overtime payments will be made for hours actually worked i.e. there will be no minimum period for which overtime will be paid. Where overtime is not continuous, payment will include payment for reasonable travelling time but there will be no minimum payment.
- 7.45 Employees working overtime may be eligible for assistance in meeting extra family care costs under clause 6.9 of this Agreement.

EMERGENCY DUTY

- 7.46 Where an employee is called for duty to meet an emergency outside regular hours and has received no notification of the call prior to ceasing ordinary duty, the employee will be paid at the rate of double time for a minimum of two hours.

REST PERIOD

- 7.47 Where an employee is directed to work outside their regular hours, the employee will be entitled to an eight-hour break plus reasonable travelling time before commencing work again, without any loss of pay. Where this is not possible due to operational requirements, the employee will be paid for subsequent periods of work at double the employee's usual rate of salary until the employee has taken an eight hour break.

RESTRICTION DUTY

- 7.48 Where the Secretary directs an employee to be contactable and to be available to perform extra duty outside the bandwidth, the employee will be paid a Restriction Allowance. The rate of payment will be 7.5 per cent of the employee's hourly rate of salary for each restricted hour on Monday to Friday, 10 per cent of the employee's hourly rate of salary for each restricted hour on Saturday and Sunday, and 15 per cent of the employee's hourly rate of salary for each restricted hour on public holidays.

- 7.49 Where an employee in receipt of a Restriction Allowance is recalled to duty at a place of work, a 3 hour minimum overtime payment will apply and where the employee is required to perform duty, but is not recalled to a place of work, a one hour minimum overtime payment will apply.
- 7.50 Where an employee on restriction is recalled to duty and receives an overtime payment, the employee will not be entitled to receive the Restriction Allowance for the period for which overtime is payable.

TIME OFF IN LIEU OF OVERTIME AND RESTRICTION DUTY

- 7.51 Where agreed with managers, employees who are eligible for an overtime payment or restriction allowance may elect to take time off in lieu at the appropriate penalty rate.
- 7.52 Where time off in lieu of payment has been agreed, but the employee has not been granted that time off within four (4) weeks or another agreed period due to operational requirements, the employee may elect to receive payment of the original overtime or restriction duty entitlement.

OVERTIME MEAL ALLOWANCE

- 7.53 An employee who works approved overtime after the end of ordinary duty for the day, to the completion of or beyond a meal period without a break for a meal, will be paid a meal allowance of \$23.60 in addition to any overtime. Overtime meal allowance will be varied in accordance with rates advised through an approved subscription service.
- 7.54 A meal period is:
- 7.00am to 9.00am
 - noon to 2.00pm
 - 6.00pm to 7.00pm
 - midnight to 1.00am
- 7.55 A meal allowance is also payable to an employee who:
- is required, after the completion of the employee's ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion, and is not entitled to payment for that break;
 - is required to perform duty before the commencement of ordinary hours of duty, who breaks for a meal and is not entitled to payment for that break;
 - is required to perform duty on a Saturday or public holiday, in addition to the employee's normal weekly hours of duty, extending beyond a meal break and is not entitled to payment for that meal break; or
 - is recalled to duty at a place of work while in receipt of restriction allowance and the duty extends beyond a meal break.
- 7.56 Substituted meal periods can be utilised by agreement between the Secretary and an employee. Such an agreement will provide for four meal allowance periods in each 24 hour cycle.

EXECUTIVE LEVEL EMPLOYEES - ENTITLEMENT TO OVERTIME AND OTHER RELATED PAYMENTS

7.57 Unless approved by the Secretary, Executive Level or equivalent employees are not eligible to receive overtime or other related payments, including:

- emergency duty;
- restriction duty; and
- meal allowance.

EXECUTIVE LEVEL EMPLOYEES - TIME OFF IN LIEU

7.58 For the purposes of this Agreement, the ordinary hours of duty for Executive Level employees are 37 hours and 30 minutes per week or part-time hours as in the employee's PTE agreement.

7.59 FaHCSIA acknowledges that the focus on high level achievement by its Executive Level employees means Executive Level hours of work can be variable and significant additional productive effort is often the result of work well in excess of regular hours.

7.60 FaHCSIA managers will recognise the extra contribution by Executive Level employees who make a significant additional productive effort by facilitating time off from work for them without deduction from leave credits.

7.61 The FaHCSIA EL Time Off In Lieu Guide shows managers and Executive Level employees how this provision can be used.

PUBLIC HOLIDAYS

7.62 Employees will have access to the following public holidays each year on full pay:

- 1 January (New Year's Day) or if that day falls on a Saturday or Sunday, the following Monday;
- 26 January (Australia Day) or if that day falls on a Saturday or Sunday, the following Monday;
- Good Friday and the following Saturday and Monday;
- 25 April (Anzac Day) or where another day is substituted by a State or Territory Government, that day;
- in each State or Territory, the day observed to celebrate the anniversary of the birthday of the Sovereign;
- the day variously called "Eight Hour Day", 'Labor Day', or 'May Day' as proclaimed by State or Territory governments;
- 25 December (Christmas Day) or, if that day falls on Saturday or Sunday, 27 December;
- 26 December (Boxing Day) or, if that days falls on a Saturday or Sunday, 28 December;
- an additional day within the Christmas/New Year period to be observed on the working day following the Boxing Day public holiday; and

- any other day declared by or under a law of a State or Territory to be observed in the locality at which the employee works in accordance with the *Workplace Relations Act 1996*.
- 7.63 Where the Secretary and the employee agree, a cultural or religious day of significance to the employee may be substituted for any prescribed holiday.
- 7.64 Where the Secretary and a majority of affected employees agree, another day may be substituted for any holiday prescribed above. Once such an agreement has been reached, the substitution arrangements agreed upon may be utilised by agreement between the Secretary and an individual employee without the need for the majority to be consulted.
- 7.65 An employee on leave over a public holiday will receive payment at the higher of any rate applying either before or after the holiday. For the purposes of this clause, the Christmas / New Year period is not regarded as being continuous.
- 7.66 Further information on the application of local holiday arrangements are contained in the FaHCSIA Hours of Work Guide as varied from time to time.

CHRISTMAS AND EASTER CLOSEDOWNS

- 7.67 All FaHCSIA workplaces will be closed for business during the period from 12:30pm on the last working day before the Christmas Day and New Year's Day public holidays, or days declared as public holidays in lieu of those days. Where Christmas day falls on a Sunday or Monday, FaHCSIA workplaces will close from 12.30pm on the Friday immediately before Christmas Day. Employees will be granted paid leave for the two and a half working days in this period without deduction from leave credits.
- 7.68 All FaHCSIA workplaces will be closed for business from 3.00pm on Easter Thursday and employees will be granted 2 hours paid leave without deduction from leave credits.
- 7.69 Employees directed to attend for duty during periods that would otherwise be regarded as working time during the Christmas and Easter closedowns will be eligible for payment or time off in lieu on the same basis as for duty on a Sunday.
- 7.70 Executive Level employees required to attend for duty during periods that would otherwise be regarded as working time during the Christmas and Easter closedowns will be eligible for time off in lieu on the basis of two hours off for every one hour worked.

PART 8 – LEAVE

- 8.1 Decisions concerning the administration of leave will be fair and equitable and will ensure that the interests and responsibilities of both the employee and FaHCSIA are appropriately acknowledged.
- 8.2 Further information on the administration and management of leave is contained in the FaHCSIA Leave Guide as varied from time to time.

NOTIFICATION OF ABSENCE

- 8.3 Generally, employees must obtain prior approval for all leave and provide reasonable notice of the intended period of leave.
- 8.4 Where an employee will be absent from work and illness, injury or an emergency prevents prior approval for the grant of leave, the employee must notify their manager (or if unavailable, an alternative senior employee or manager) as soon as possible of the reason and expected length of the absence.

PORTABILITY OF ACCRUED LEAVE ENTITLEMENTS

- 8.5 Where an employee joins FaHCSIA on or after the date of commencement of this Agreement from an employer staffed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999* or from the ACT Government Service, accrued annual and personal leave (however described) will be transferred, provided there is no break in continuity of service. The provisions of the *Financial Management and Accountability Orders 1997* apply to such transfer of accrued leave entitlements.

ANNUAL LEAVE

- 8.6 A full-time employee is entitled to twenty (20) days paid annual leave accruing daily and credited monthly in arrears. Part-time employees accrue 20 days annual leave per annum calculated on a pro-rata basis. Employees have the option to take annual leave at either full or half pay.
- 8.7 Employees living in remote localities accrue additional annual leave credits as outlined in clauses 16.18 and 16.19.
- 8.8 FaHCSIA is committed to assisting its employees to have a reasonable work/life balance and acknowledges the value in having employees access their annual leave entitlements on a regular basis. Employees are encouraged to take their full annual leave entitlement each calendar year. Managers are responsible for enabling employees to take this leave by effective planning within their work area.
- 8.9 Subject to operating requirements, the Secretary may grant annual leave to an employee at any time. Requests for annual leave should be processed promptly and, subject to operational requirements, should not unreasonably be declined.
- 8.10 The relevant manager and the employee will be notified when the employee's annual leave accrual reaches 30 and 40 days.

- 8.11 Where an employee's annual leave accrual is approaching 40 days, the employee and the employee's manager should discuss and agree on a leave management strategy to reduce the amount of accrued annual leave.
- 8.12 Where an employee has accrued more than 40 days annual leave (or in the case of employees in remote localities who are entitled to additional annual leave - more than 2 years credit), the Secretary may direct the employee to take a period of leave not more than $\frac{1}{4}$ of the total leave accrued.
- 8.13 An employee may not be directed to take annual leave where the employee:
- has made an application for annual leave of a period greater than 10 days in the previous 6 month period and the application was not approved; or
 - is following a management strategy to reduce the employee's amount of accrued leave, which has been agreed with their manager consistent with clause 8.11.
- 8.14 FaHCSIA will monitor annual leave accruals through regular reports to the FaHCSIA Executive Management Group, providing leave balances by Group/STO. This high level information will also be provided to the Workplace Consultative Forum on a quarterly basis.
- 8.15 Annual leave credits will be reduced where an employee has an absence or absences without pay totalling 30 or more calendar days that are not to count as service in a calendar year.
- 8.16 Annual leave is paid in lieu on separation from the Australian Public Service.
- 8.17 Where any designated (or substituted) public holiday for which the employee is entitled to payment occurs during any period of annual leave, the period of the holiday is not deducted from the annual leave entitlement.
- 8.18 Absence on annual leave counts as service for all purposes.

VOLUNTARY CASH OUT OF ANNUAL LEAVE

- 8.19 Employees may make a once per calendar year application to cash out up to 10 days of their accrued annual leave entitlement. The cash out is subject to the:
- employee having taken 10 days annual leave during the 12 month period immediately preceding the application;
 - employee providing a written election to forgo the amount of annual leave to be cashed out; and
 - Secretary's approval.

PERSONAL LEAVE

Accrual of personal leave credits

- 8.20 Ongoing employees are entitled to a credit of 20 days personal leave on engagement in the APS. A further 20 days will accrue on the anniversary of an employee's APS commencement.

- 8.21 Non-ongoing employees are entitled to a credit of 20 days personal leave per year, accruing daily and credited at the completion of each calendar month.
- 8.22 Part-time employees will accrue 20 days personal leave calculated on a pro-rata basis.
- 8.23 Accrual of personal leave credits will be deferred after the total of an absence or absences which do not count as service exceeds 30 calendar days in an accrual year.

Transition to daily accrual and monthly crediting of personal leave

- 8.24 FaHCSIA will move to daily accrual and monthly crediting of personal leave for ongoing employees as soon as the department's IMPACT HR system can be reconfigured. Employees will not be disadvantaged by the changed accrual and crediting arrangements and the transition will be made in consultation with employees and employee representatives.

Approval of personal leave

- 8.25 The Secretary may, subject to available credits, approve personal leave with pay for an employee who is absent in the following circumstances:
- a) personal illness or injury; or
 - b) to care on a short term basis for a member of the employee's immediate family or household who is ill and/or requires care in accordance with clause 8.28; or
 - c) when a member of the employee's immediate family or household contracts a personal injury or illness that poses a serious threat to their life – leave for compassionate reasons for two days on each occasion; or
 - d) on the death of an immediate family or household member – a reasonable period of leave for compassionate reasons of at least two days per occasion; or
 - e) other special or emergency reasons – a reasonable period/s of leave considered by the Secretary to be appropriate in the circumstances, or
 - f) paternity/non-primary care giver leave associated with the birth, adoption or fostering of a child, subject to a maximum of 20 days and in accordance with clause 8.26.
- 8.26 Where an employee applies for paternity/non-primary care giver leave and has personal leave credits available, up to the first 10 days of leave will be deducted from the employee's personal leave credit. Where an employee applies for leave in excess of 10 days and/or has insufficient personal leave credits available, the Secretary may approve paid leave up to a maximum of 20 days without deduction from personal leave credits.
- 8.27 Where an employee has insufficient personal leave credits available, the Secretary will approve 2 days paid leave per occasion when a member of the employee's immediate family or household contracts or develops a personal injury or illness that poses a serious threat to their life or dies.

- 8.28 The grant of carers leave will usually be limited to 5 days per occasion and to a maximum of 15 working days per accrual year. The Secretary may, in exceptional circumstances, approve paid personal leave for carer's purposes in excess of the 15 days per accrual year limit. The Secretary may approve the leave on half or full pay or may consider whether the employee should utilise other leave credits before approving an application for the additional period of leave.
- 8.29 The Secretary may, in exceptional circumstances, approve an employee's request to convert their personal leave credits to half pay to cover a period of leave.

Medical or other supporting documentation

- 8.30 The Secretary may ask the employee to produce satisfactory medical or other supporting documentation to support any period of personal leave.
- 8.31 An employee must provide medical or other supporting documentation for personal leave associated with illness, injury or caring purposes for:
- (i) leave in excess of 8 days per year without medical or other supporting documentation, and/or
 - (ii) absences in excess of three consecutive working days.
- 8.32 Medical certificates from registered health practitioners and registered health providers will be accepted for personal illness and injury, caring and compassionate leave purposes. Where it is not reasonably practicable to provide a certificate, a statutory declaration made by the employee will be acceptable.
- 8.33 The one exception to clause 8.31(i) is where:
- an employee has a personal illness or injury which requires ongoing treatment, and/or may result in the employee taking personal leave for illness or injury on a regular or intermittent basis; and
 - the Secretary has received medical evidence confirming the ongoing condition.

In these circumstances the Secretary has the option of approving future leave based on the initial medical evidence. This means the leave is approved on the basis that medical evidence has been provided to support the future absence without the employee having to provide medical or other supporting evidence on each occasion. Approval of leave in accordance with this clause is at the discretion of the Secretary.

Where an employee has insufficient personal leave credits

- 8.34 Where an employee has insufficient personal leave credits, the Secretary may:
- grant personal leave without pay in accordance with the limits specified in clause 8.25, less any paid leave already granted; or

- in exceptional circumstances and on application from the employee, approve a specified period or periods of leave for personal illness, injury or caring purposes, where the leave is supported by a medical certificate or other supporting documentation. The Secretary may consider whether the employee should utilise other leave credits before deciding the application or may approve the leave on half pay or full pay.

Termination of employment on invalidity grounds

8.35 An employee will not, without their consent, have their employment terminated on invalidity grounds before their paid personal leave credits are exhausted.

Interaction with other leave types

8.36 An employee on personal leave who has exhausted their paid personal leave credits and has been assessed by a Health Services Australia doctor may, subject to available credits, apply for a grant of either recreation leave or long service leave. A grant of recreation or long service leave under this provision does not break continuity for the purpose of determining the maximum period of personal leave.

8.37 An employee on recreation leave or long service leave can apply to the Secretary to take a minimum of a whole day's personal leave and have the other leave re-credited following the production of satisfactory medical or other evidence in respect of circumstances covered by clause 8.25 (a) or (b).

8.38 Personal leave cannot be used to re-credit other forms of paid or unpaid leave other than those prescribed in clause 8.37 of this Agreement.

RETURN TO WORK

8.39 In all cases where employees have been on extended or regular periods of leave due to illness or injury, their return to work should be managed in accordance with the FaHCSIA Return to Work Guidelines as varied from time to time.

LONG SERVICE LEAVE

8.40 Long Service Leave will accrue and be available to eligible employees in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*. The Secretary may grant long service leave for a minimum period of two calendar days. Long Service Leave is available at full pay and half pay.

MATERNITY LEAVE

8.41 Maternity Leave with pay will be available to eligible employees in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*. Employees eligible for Maternity Leave with pay will also receive an additional 2 weeks paid leave to be taken immediately following the first 12 weeks of maternity leave.

8.42 Where an employee elects, the Secretary will approve the payment for the first 12 weeks of maternity leave and the additional 2 weeks to be paid at half the employee's normal rate of pay, provided that only the first 14 weeks of paid leave shall count as service.

- 8.43 Where an employee returns to work after a period of maternity leave, the employee will be assigned to the duties previously performed or to alternative duties appropriate to the employee's skills and classification.
- 8.44 Where the returning employee seeks part time employment, her previous duties must be considered for conversion initially and, if this is not practical, she may be assigned to alternative duties suitable for part time employment.
- 8.45 An employee returning to duty from maternity leave will have access to part time employment for up to 3 years. Further applications for part-time employment will be considered in line with the part time work provisions of this Agreement and a manager will not unreasonably oppose applications for part-time employment beyond the initial 3 year period.

MISCELLANEOUS LEAVE

- 8.46 The Secretary may grant miscellaneous leave in accordance with the FaHCSIA Leave Guide as varied from time to time. The intention of miscellaneous leave is to provide flexibility to managers and employees by providing that leave may be made available for a variety of purposes where there are no other appropriate leave provisions for the grant of leave.
- 8.47 Miscellaneous leave may be granted:
- with or without pay;
 - to count as service or not to count as service; and
 - subject to certain conditions.
- 8.48 The Secretary may approve leave under this clause to support, among other things, a FaHCSIA employee:
- who is a Defence Reservist;
 - on jury service; or
 - undertaking emergency service duty (e.g. State Emergency Service), including for training and ceremonial duties.

NAIDOC WEEK LEAVE

- 8.49 The Secretary may grant employees paid leave for one day per year to participate in NAIDOC Week celebrations.

CULTURAL LEAVE

- 8.50 The Secretary may grant employees up to 2 days paid and/or 2 months unpaid cultural leave to take part in activities associated with their culture or ethnicity.

MOVING DAYS

- 8.51 The Secretary may grant an employee a maximum of one day miscellaneous leave with pay during a calendar year for the purpose of moving house. Additional moving days may be granted as miscellaneous leave without pay.

COMMUNITY VOLUNTEERING LEAVE

8.52 The Secretary may grant up to 3 days miscellaneous leave with pay and a reasonable amount of leave without pay to undertake community volunteering.

PURCHASED LEAVE

8.53 Ongoing employees and non-ongoing employees with more than 12 months service may purchase up to eight weeks of unpaid leave, funded by salary deductions over a 12 month period.

8.54 The minimum period of purchased leave that can be taken at any one time will be one day.

8.55 Salary deductions for purchased leave will be deducted from the employee's gross salary. Purchased leave deductions do not affect salary for superannuation purposes.

8.56 Purchased leave will count as service for all purposes.

8.57 Where, due to exceptional circumstances, an employee requests cancellation of purchased leave before the leave has been taken and the Secretary agrees the request, a refund of the salary deductions made will be paid as a lump sum as soon as possible and within two pay periods.

8.58 Where an employee leaves FaHCSIA employment during the 12 month period in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made or for deductions made and leave not taken.

SABBATICAL LEAVE

8.59 The Secretary may grant an employee sabbatical leave. This is a flexible arrangement consisting of a four year work period followed by a one year sabbatical leave period, with salary spread over the five years at a rate of 80%.

WAR SERVICE SICK LEAVE

8.60 The Secretary will grant war service sick leave to employees who are unfit for duty because of a war-caused or defence-caused condition that has been determined under the *Veterans' Entitlements Act 1986*.

ADOPTIVE LEAVE

8.61 The Secretary will grant an employee up to 14 weeks leave with or without pay on receipt of documentary evidence of approval for adoption. Paid adoptive leave is only available to employees with more than 12 months APS service.

8.62 The adoptive child must not be a child or stepchild of the employee or the employee's partner unless that child had not been in the custody and care of the employee or the employee's partner for a significant period.

8.63 Adoptive leave with pay counts as service for all purposes.

PARENTAL LEAVE

- 8.64 Upon the employee's application, the Secretary will grant either parent up to 52 weeks parental leave without pay to care for a child in the 66 weeks immediately following the birth of his or her child. Employees can take parental leave in several periods interspersed with duty or in a continuous period.
- 8.65 Where an employee has been granted maternity leave without pay under the *Maternity Leave (Commonwealth Employees) Act 1973*, the maximum period of leave which may be granted for parental leave will be such that the aggregate period of leave granted under the maternity leave provision of the Act (not including the period of required absence under that Act) and the period of leave granted for parental leave does not exceed 40 weeks.

REIMBURSEMENT OF COSTS ON CANCELLATION OF LEAVE

- 8.66 Where an employee has leave cancelled by FaHCSIA or is recalled to duty and will incur additional or unrecoverable costs as a direct result, the Secretary will reimburse reasonable costs on submission of proof of expenditure. An employee will not be entitled to reimbursement if the costs incurred are otherwise recoverable.

PART 9 – A HEALTHY, SAFE AND RESPECTFUL WORK ENVIRONMENT

OCCUPATIONAL HEALTH AND SAFETY (OHS)

- 9.1 FaHCSIA recognises that a health and safe workplace that is free of discrimination, harassment and bullying is an essential component in creating a professional, productive and supportive work environment.
- 9.2 FaHCSIA acknowledges its employer responsibilities under the *Occupational Health and Safety Act 1991* (the OHS Act) and the *Safety, Rehabilitation and Compensation Act 1988* and seeks to meet these responsibilities by:
- providing the resources required to ensure OHS prevention initiatives are established and maintained;
 - encouraging a cooperative and consultative relationship between managers, employees and their representatives in regard to OHS issues;
 - creating manager and employee awareness of health and safety issues and building a culture that integrates occupational health and safety into everyday business;
 - maintaining a national OHS structure including a network of trained Health and Safety Representatives and OH&S Committees;
 - providing a method for managing OHS disputes in FaHCSIA's Health and Safety Management Arrangements (HSMAs); and
 - Providing an injury management framework that promotes early intervention and safe return to work.
- 9.3 FaHCSIA will review the HSMAs to reflect the commitments made in 9.2. This review will include consultation with employees and their representatives as required by Section 16A of the OHS Act.

INFLUENZA VACCINATIONS

- 9.4 The Secretary will arrange for employees who wish to receive an annual influenza vaccination to do so at FaHCSIA's expense.
- 9.5 Local FaHCSIA management will determine the optimum time to offer the vaccination service each year after consultation with the local government health authority and FaHCSIA employees.
- 9.6 Employees would normally use the vaccination service arranged by FaHCSIA, however, if an employee does not use the FaHCSIA service, reimbursement of the cost incurred by the employee will be limited to the cost of the vaccine.

PROMOTING GOOD HEALTH

- 9.7 Commencing from April 2009, eligible ongoing employees will receive an annual payment of \$300 to facilitate employee participation in health promotion activities.

- 9.8 The payment will be made via the payroll system, on the first payday on or after 1 April each year.
- 9.9 The following employees will be ineligible to receive the Promoting Good Health payment:
- ongoing employees who are not employed by FaHCSIA on the date the payment is made;
 - non-ongoing employees;
 - employees on leave without pay on the date the payment is made and the total period of the leave without pay extends for a period of 12 months or more; and
 - employees on a temporary assignment of duties to another agency on the date of payment and the total period of the temporary assignment extends for a period of 12 months or more.
- 9.10 Up until 31 March 2009, the Secretary will reimburse an ongoing employee who has not already received a Promoting Good Health payment during the period 1 April 2008 to 31 March 2009 up to \$100 in accordance with the FaHCSIA Promoting Good Health Guide, as varied from time to time, for participation in appropriate health promotion activities.

A DISCRIMINATION AND HARASSMENT FREE WORK ENVIRONMENT

- 9.11 FaHCSIA is committed to ensuring that its employees are able to work in a positive and supportive environment that is free of harassment and discrimination and conducive to achieving the best in productivity. To achieve this, FaHCSIA will:
- promote FaHCSIA's commitment to positive working relationships and practices in the workplace through the use of guidelines and training to support a workplace free of harassment;
 - provide a supportive and responsive work environment in which employees feel able to raise concerns of workplace harassment;
 - provide managers and Harassment Contact Officers with training to support them in their role in responding effectively to workplace harassment issues;
 - implement effective procedures to deal with any incidents of alleged workplace harassment; and
 - monitor incidents and evaluate the effectiveness of efforts to provide a FaHCSIA workplace that is free of harassment.

A DIVERSE WORK ENVIRONMENT

- 9.12 FaHCSIA is committed to being a culturally appreciative workplace. FaHCSIA respects, values and actively promotes diversity in the workplace and recognises that FaHCSIA's success depends upon our people, with their diverse abilities, skills, languages, cultures and backgrounds. This commitment is consistent with the APS Values, APS Code of Conduct and FaHCSIA's Strategic Framework.

9.13 FaHCSIA and its employees and, where they choose, their representatives will meet these commitments by applying the principles and actions set out in the:

- FaHCSIA Diversity Plan 2006 – 2009;
- Reconciliation Action Plan 2008 – 2009 and the Aboriginal, Torres Strait Islander Recruitment and Retention Strategy 2006 – 2009; and
- FaHCSIA Disability Access Plan 2006 – 2009

and succeeding plans and strategies.

9.14 FaHCSIA will maintain the position of Disability Access Coordinator.

ENVIRONMENTAL INITIATIVES

9.15 FaHCSIA will introduce an Environmental Strategic Plan in consultation with employees and their representatives, including through the FaHCSIA Workplace Consultative Forum. The Plan will implement practical measures to reduce FaHCSIA's carbon footprint, promote environmental sustainability, minimise the unnecessary consumption of resources and reduce operational and administrative costs through improved workplace practices

DRIVER TRAINING

9.16 The Secretary will provide 4WD training to FaHCSIA employees where the employees are required to service localities in 4WD vehicles.

9.17 FaHCSIA agrees to undertake a review of driver training arrangements and develop a comprehensive FaHCSIA vehicle and driver management policy in consultation with employees and their representatives. The review will commence no later than 30 April 2009.

PART 10 – CONSULTATION AND COMMUNICATION

FREEDOM OF ASSOCIATION

- 10.1 The employer recognises that employees are free to choose whether or not to:
- be a member of an industrial association;
 - join a particular industrial association; and
 - be represented by an industrial association.
- 10.2 Employees will not be disadvantaged or discriminated against because they are, or are not, a member of an industrial association.

EMPLOYEE REPRESENTATION

- 10.3 In any matter arising under this Agreement, an employee may have an employee representative assist or represent them, and all relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance includes acting as an advocate.
- 10.4 Employees who perform a role as an employee representative will be provided with appropriate training (e.g. industrial relations training) and facilities to perform their function and FaHCSIA agrees that the representative will not suffer any employment related detriment as a result of performing the representative function.

CONSULTATION

- 10.5 FaHCSIA is committed to communicating and consulting with employees and, where they choose, their representatives on matters that may or will affect them in the workplace.
- 10.6 Consultation means providing relevant information to employees and, where they choose, their representatives. For consultation to be effective the participants must be contributing to the decision-making process not only in appearance but in fact.

WORKPLACE CONSULTATIVE FORUM

- 10.7 A FaHCSIA Workplace Consultative Forum (WCF), consisting of management and employee representatives, will be one mechanism for employee consultation and participation in workplace matters that affect employees. The WCF will meet quarterly. The role of the forum is to:
- facilitate an exchange of information and to improve understanding of workplace issues affecting employees;
 - provide an avenue for staff to contribute views on workplace issues affecting them; and
 - provide input into any relevant reviews conducted by FaHCSIA that impact on employees.

10.8 The WCF will comprise:

- employee representatives from National Office, elected to enable reasonable distribution of constituencies among all National Office Groups;
- two employee representatives elected from State Network – urban;
- two employee representatives elected from State Network – rural, regional, and remote;
- two union employee representatives, one nominated by the CPSU and one nominated by the MEAA, and
- up to 6 management representatives.

10.9 In undertaking their responsibilities, employee representatives will be provided with appropriate support, including access to training and reasonable time to undertake these responsibilities.

COMMUNICATION FACILITIES

10.10 FaHCSIA authorises the use of designated noticeboards (including electronic noticeboards) to facilitate communication between employees and/or employee representatives in the workplace. Use of such communication facilities must comply with FaHCSIA policies.

INTRODUCTION OF CHANGE

10.11 FaHCSIA and its employees acknowledge that change in the workplace is ongoing and that good change management is necessary to achieve efficiency and productivity.

10.12 FaHCSIA will provide employees and, where they choose, their representatives with all relevant information in a timely manner about impending changes that may or will impact on employees and/or their employment, and keep employees informed of progress and the possible impact on employees of changes to organisational structure, technology, the composition, operation, size or location of the workforce, or required workplace capabilities.

PART 11 – REVIEW OF EMPLOYMENT DECISIONS AND ACTIONS

INTERNAL AND EXTERNAL REVIEWS

- 11.1 In accordance with section 33 of the *Public Service Act 1999* and Part 5 of the *Public Service Regulations 1999*, an employee is entitled to request an internal review of decisions or actions that relate to their employment.
- 11.2 Employees have a right to seek external review of an employment-related decision or action at any time in accordance with section 33 of the *Public Service Act 1999*.
- 11.3 Where the right of review provided by section 33 of the *Public Service Act 1999* and Part 5 of the *Public Service Regulations* is exercised, and does not fail for want of jurisdiction, the employee will have no right of review with respect to that matter under clause 12 of this Agreement.
- 11.4 Additional information can be found in the FaHCSIA Review of Employment Actions Guide.

REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT

- 11.5 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are:
- under Division 4 of Part 12 of the *Workplace Relations Act 1996*;
 - under other Commonwealth laws (including the Constitution); and
 - at common law.
- 11.6 Termination of employment or a decision to terminate employment cannot be reviewed under any of the provisions of this Agreement.
- 11.7 Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 661 of the *Workplace Relations Act 1996*, subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the APS Code of Conduct under section 15 of the *Public Service Act 1999*.

PART 12 – PREVENTING AND SETTLING DISPUTES

PROCEDURES

- 12.1 The following are the procedures for preventing and settling disputes concerning this Agreement. The objective of these procedures is to resolve disputes cooperatively and at the appropriate workplace level.
- 12.2 Where a workplace dispute occurs, work will continue in accordance with the established custom and practice and this Agreement while resolution is progressed. An employee will not work in an unsafe environment and, where a bona fide occupational health and safety issue(s) exists will be reassigned to alternative suitable work.
- 12.3 Matters arising will be resolved at the lowest practicable level by management and employees and, where they choose, their representatives. Employees will have the right to choose their representatives throughout the dispute resolution process.
- 12.4 In the event of any disagreement about the interpretation, implementation or application of this agreement, the following steps shall be applied:
- employees will discuss the matter with the immediate relevant manager;
 - if the matter is not resolved the employees and, where they have chosen, their representatives may raise the matter with more senior levels of management. A manager may refer a matter back to an appropriate level where resolution at that level has not yet been pursued;
 - where all parties to the dispute agree, the matter may be referred to an appropriate and competent independent person or organisation for mediation. Any costs incurred for mediation services will be borne by FaHCSIA.
- 12.5 If mediation does not resolve the matter or if the parties have not been able to resolve the dispute, the dispute may be referred by either party, or their representative, to the Australian Industrial Relations Commission (AIRC) pursuant to s.709 of the Workplace Relations Act for conciliation and, if conciliation fails, arbitration.

ROLE AND POWERS OF THE AIRC

- 12.6 Any dispute about the application or interpretation of any matter contained in this agreement may be referred by either party or their representative to the AIRC pursuant to s.709 of the Workplace Relations Act for conciliation and/or, arbitration.
- 12.7 For the purposes of s.711 of the Workplace Relations Act the parties agree that the AIRC may give all such directions and do all such things as are necessary for the just resolution or determination of the dispute, subject to s.711(2). This may include but is not limited to:
- taking verbal or written evidence on oath or affirmation, in chief and by cross examination;
 - conducting a hearing;

- holding a ballot of affected employees where in the opinion of the AIRC such ballot may assist in the resolution of the dispute;
- meeting with any party separately during conciliation but with the knowledge of the other party;
- summoning to appear before the AIRC any party to the dispute, witnesses or persons whose presence the AIRC believes would help in the resolution or determination of the dispute and who are covered by the terms of this agreement or are an employee of a party to this agreement;
- requesting the attendance before the Commission of any witness or person whose presence the Commission believes would assist in the resolution of the dispute;
- receiving documents and other material related to the dispute and compelling the production of documents and other material that relate to the dispute in hard or electronic form;
- determining the dispute in the absence of any party or person who has been notified of the dispute or who has been summonsed to appear;
- convening a compulsory conference;
- giving directions in the course of or for the purpose of procedural matters relating to the dispute.
- deciding when conciliation is ended and arbitration is to begin.

12.8 Without limiting clause 12.7, in carrying out conciliation or arbitration the AIRC will:

- act according to equity, good conscience and the merits of the case without regard to technicalities and legal form.
- apply the rules of natural justice, and shall ensure the parties have a reasonable opportunity to be heard.
- have regard to its established principles and precedent decisions for dealing with disputes, including any precedent decisions in relation to the interpretation and application of this Agreement.

12.9. A person may be assisted and represented at any stage in the dispute process on the same basis as applies to representation before the Australian Industrial Relations Commission (AIRC) under s.100 of the Workplace Relations Act.

12.10 Any decision or direction the AIRC makes in relation to the dispute shall be in writing and shall be accepted by all affected persons, and the parties agree to comply with any decision or direction, be it final or procedural. Where relevant, a decision shall be accepted as settlement of the dispute and will be complied with, subject to any right of appeal or review which might exist.

12.11 All persons involved in the conciliation and/or arbitration shall participate in good faith.

12.12 The outcome of any arbitration by the AIRC shall be in writing and accompanied by written reasons unless it is agreed between the parties that reasons are not required.

- 12.13 To assist in the decision making process, the proceedings before the AIRC may be recorded and transcribed by the AIRC.
- 12.14 Unless otherwise agreed each party shall bear their own costs except that the costs (if any) of the AIRC conciliation and/or arbitration process, including any ballot of employees shall be paid by the employer.
- 12.15 The parties agree that any decision which alters the rights or responsibilities of the parties to the agreement is enforceable in a Court of competent jurisdiction.
- 12.16 Notwithstanding the above, the parties may agree to submit the dispute to a body or person other than the AIRC. To avoid doubt, an attempt to reach such an agreement is not a condition precedent to referring the dispute to the AIRC. Where the parties agree to submit the dispute to another body or person, the parties agree that:
- all of the above provisions apply;
 - references to the AIRC in the above provisions will be read as a reference to the agreed body or person; and
 - all obligations and requirements on the parties and other relevant persons in the above provisions shall be complied with.

PART 13 – SALARIES AND CLASSIFICATION STRUCTURES

13.1 In accordance with Part 4 of this Agreement, the following annual salary rates will apply to FaHCSIA employees employed in the FaHCSIA classifications shown in the tables below.

13.2 All salaries are payable from the beginning of the first pay period commencing on or after the date indicated.

APS CLASSIFICATION STRUCTURE

APS Classification	Old Salary	On Commencement	first payday on or after 14/11/2009	first payday on or after 14/11/2010
APS Level 1 Under 18 yrs	20,212	21,376	22,295	23,209
APS Level 1 at 18 yrs	23,580	24,938	26,010	27,076
APS Level 1 at 19 yrs	27,286	28,857	30,098	31,332
APS Level 1 at 20 yrs	30,654	32,420	33,814	35,200
APS Level 1 Adult	33,686	35,626	37,158	38,681
APS Level 1	35,528	37,575	39,191	40,798
APS Level 1	37,371	39,524	41,224	42,914
APS Level 2	39,213	41,472	43,255	45,028
APS Level 2	41,056	43,420	45,287	47,144
APS Level 2	42,904	45,375	47,326	49,266
APS Level 3	44,550	47,117	49,143	51,158
APS Level 3	46,465	49,141	51,254	53,355
APS Level 3	48,379	51,165	53,365	55,553
APS Level 4	50,294	53,191	55,478	57,753
APS Level 4	52,210	55,217	57,591	59,952
APS Level 4	54,127	57,244	59,705	62,153
APS Level 5	56,774	60,044	62,626	65,194
APS Level 5	58,947	62,343	65,024	67,690
APS Level 6	61,121	64,641	67,421	70,185
APS Level 6	63,404	67,056	69,939	72,806
APS Level 6	65,683	69,466	72,453	75,424
APS Level 6	67,964	71,878	74,969	78,043

Executive Level 1	74,738	79,043	82,442	85,822
Executive Level 1	78,996	83,547	87,140	90,713
Executive Level 1	83,256	88,052	91,838	95,603
Executive Level 2	87,069	92,084	96,044	99,982
Executive Level 2	93,111	98,475	102,709	106,920
Executive Level 2	99,178	104,891	109,401	113,886
* Executive Level 2	102,496	108,400	113,061	117,697

*Progression to this salary point in the Executive Level 2 classification can only be achieved where the Branch or STO Manager is satisfied that the work value of the duties justifies the higher salary point and the employee has ongoing managerial and/or professional or technical skills to warrant movement to that level.

FaHCSIA TRAINEE BROADBAND DESIGNATION

13.3 In accordance with Part 4 of this Agreement, the following annual salary rates will apply to FaHCSIA trainees. The entry pay point for an adult FaHCSIA Trainee will be assessed in accordance with the criteria in clause 4.21 of this Agreement and the FaHCSIA Salaries and Allowances Guide, having specific regard to the employee's qualifications, work experience, skills and abilities.

APS Classification	FaHCSIA Trainee Designation	Old Salary	On Commencement	first payday on or after 14/11/2009	first payday on or after 14/11/2010
APS Level 1 Under 18 yrs	FaHCSIA Trainee	20,212	21,376	22,295	23,209
APS Level 1 at 18 yrs	FaHCSIA Trainee	23,580	24,938	26,010	27,076
APS Level 1 at 19 yrs	FaHCSIA Trainee	27,286	28,857	30,098	31,332
APS Level 1 at 20 yrs	FaHCSIA Trainee	30,654	32,420	33,814	35,200
APS Level 1 Adult	FaHCSIA Trainee	33,686	35,626	37,158	38,681
APS Level 1	FaHCSIA Trainee	35,528	37,575	39,191	40,798
APS Level 1	FaHCSIA Trainee	37,371	39,524	41,224	42,914
APS Level 2	FaHCSIA Trainee	39,213	41,472	43,255	45,028
APS Level 2	FaHCSIA Trainee	41,056	43,420	45,287	47,144
APS Level 2	FaHCSIA Trainee	42,904	45,375	47,326	49,266

13.4 FaHCSIA Trainees are engaged as ongoing employees and are required to undertake a course of training determined by the Secretary. On completion of the Trainee development program and subject to meeting agreed performance standards assessed in accordance with the FaHCSIA Performance Management Framework, FaHCSIA Trainees at the APS 1 level will be advanced to the APS 2 level within the Trainee broadband, with a salary point at or above the first salary point of the APS 2 level, as determined by the Secretary.

FaHCSIA GRADUATE BROADBAND DESIGNATION

13.5 In accordance with Part 4 of this Agreement, the following annual salary rates will apply to FaHCSIA Graduates. The entry pay point for FaHCSIA Graduates will be assessed in accordance with the criteria in clause 4.21 of this Agreement and the FaHCSIA Salaries and Allowances Guide, having specific regard to the employee's qualifications, work experience, skills and abilities.

APS Classification	FaHCSIA Graduate Designation	Old Salary	On Commencement	first payday on or after 14/11/2009	first payday on or after 14/11/2010
APS 3	FaHCSIA Graduate	44,550	47,117	49,143	51,158
APS 3	FaHCSIA Graduate	46,465	49,141	51,254	53,355
APS 3	FaHCSIA Graduate	48,379	51,165	53,365	55,553
APS 4	FaHCSIA Graduate	50,294	53,191	55,478	57,753
APS 4	FaHCSIA Graduate	52,210	55,217	57,591	59,952
APS 4	FaHCSIA Graduate	54,127	57,244	59,705	62,153

13.6 FaHCSIA Graduates are engaged as ongoing employees and are required to undertake a course of training determined by the Secretary. On completion of the Graduate development program and subject to meeting agreed performance standards as assessed in accordance with the FaHCSIA Performance Management Framework, FaHCSIA Graduates at the APS 3 level will be advanced to the APS 4 level within the Graduate broadband, with a salary point at or above the first salary point of the APS 4 level, as determined by the Secretary.

CADET APS AND RESEARCH OFFICERS

13.7 In accordance with Part 4 of this agreement, the following annual salary rates will apply to employees employed in the training classification of Cadet APS or the local designation of Research Officer 1 (APS Level 3).

Classification	Old Salary	On Commencement	first payday on or after 14/11/2009	first payday on or after 14/11/2010
Cadet APS/Study Period* U 18 (53.8%)	18,307	19,360	20,192	21,020
Cadet APS/Study Period* 18 & above (55.3%)	18,817	19,900	20,755	21,606
Cadet APS/Work Placement* U 18 (60%)	20,415	21,591	22,519	23,443
Cadet APS / Work Placement* at 18 (70%)	23,818	25,190	26,272	27,350
Cadet APS/ Work Placement* at 19 (81%)	27,560	29,148	30,401	31,648
Cadet APS/ Work Placement* at 20 (91%)	30,963	32,746	34,154	35,555

Cadet APS/ Work Placement* (Adult) 1st year at FaHCSIA	34,025	35,985	37,532	39,071
Cadet APS/ Work Placement* (Adult) 2nd year at FaHCSIA	35,170	37,196	38,795	40,386
Cadet APS/ Work Placement* (Adult) 3rd year at FaHCSIA	36,118	38,198	39,841	41,474
Cadet APS/ Work Placement* (Adult) 4th year at FaHCSIA	37,605	39,771	41,481	43,182
APS Level 3 (Research Officer 1)	44,550	47,117	49,143	51,158
APS Level 3 (Research Officer 1)	46,465	49,141	51,254	53,355
APS Level 3 (Research Officer 1)	48,379	51,165	53,365	55,553

*Study Period = time during the year when studying while on cadetship

*Work Placement = time during the year when undertaking work placement in FaHCSIA office as per Cadetship Agreement.

- 13.8 On completion of their course of training and subject to meeting agreed performance standards as assessed in accordance with the FaHCSIA Performance Management Framework, a Cadet APS will be allocated an operational classification of APS Level 3 (with a local title of FaHCSIA Research Officer 1). Salary on advancement will be determined according to qualifications held at the time of advancement.

FaHCSIA LEGAL BROADBAND DESIGNATIONS

- 13.9 In accordance with Part 4 of this agreement, the following annual salary rates will apply to FaHCSIA employees employed in Legal designations.

APS Classification	FaHCSIA Legal Designation	Old Salary	On Commencement	first payday on or after 14/11/2009	first payday on or after 14/11/2010
APS 3	Legal Officer	47,722	51,165	53,365	55,553
APS 4	Legal Officer	51,061	57,244	59,705	62,153
APS 5	Legal Officer	54,332	62,343	65,024	67,690
APS 6	Legal Officer	61,747	69,466	72,453	75,424
APS 6	Legal Officer	65,152	71,878	74,969	78,043

Executive Level 1	Senior Legal Officer	74,738	79,043	82,442	85,822
Executive Level 1	Senior Legal Officer	80,705	85,353	89,023	92,673

APS Classification	FaHCSIA Legal Designation	Old Salary	On Commencement	first payday on or after 14/11/2009	first payday on or after 14/11/2010
Executive Level 1	Senior Legal Officer	92,289	97,605	101,802	105,976

Executive Level 2	Principal Legal Officer	99,275	104,994	109,509	113,999
Executive Level 2	Principal Legal Officer	105,113	111,168	115,948	120,702
Work Value/Availability Barrier					
* Executive Level 2	Special Counsel/ Deputy Branch Manager	111,000	117,394	122,442	127,462

*Access to the Deputy Branch Manager or Special Counsel designation can only be achieved where the Secretary is satisfied that there is a need to undertake high level managerial responsibilities and/or use high level technical legal skills in the FaHCSIA legal practice and the employee has the skills and experience to warrant movement to that designation.

Eligibility Requirement

An employee is eligible for entry to the Legal Structure if he or she is required to perform legal work and possesses a degree from an Australian tertiary institution or a comparable qualification and has been admitted as a legal practitioner of the High Court or the Supreme Court of an Australian State or Territory or the Secretary decides that the employee's skills, qualifications and experience in relation to legal work are appropriate for entry.

FaHCSIA PUBLIC AFFAIRS OFFICERS (PAO) BROADBAND DESIGNATIONS

13.10 In accordance with Part 4 of this agreement, the following annual salary rates will apply to FaHCSIA employees employed in Public Affairs Officer designations.

APS Classification	FaHCSIA PAO Designation	Old Salary	On Commencement	first payday on or after 14/11/2009	first payday on or after 14/11/2010
APS Level 4	PAO1	53,326	56,398	58,823	61,235
APS Level 5	PAO1	55,669	58,876	61,408	63,926
APS Level 5	PAO1	58,086	61,432	64,074	66,701

APS Level 6	PAO2	61,387	64,923	67,715	70,491
APS Level 6	PAO2	64,474	68,187	71,119	74,035
APS Level 6	PAO2	70,032	74,066	77,251	80,418

Executive Level 1	PAO3	83,256	88,052	91,838	95,603
Executive Level 1	PAO3	87,772	92,828	96,820	100,790
Executive Level 1	PAO3	92,289	97,605	101,802	105,976

APS Classification	FaHCSIA PAO Designation	Old Salary	On Commencement	first payday on or after 14/11/2009	first payday on or after 14/11/2010
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Executive Level 2	SPAO1	99,289	105,008	109,523	114,013
Executive Level 2	SPAO2	105,113	111,168	115,948	120,702

Eligibility Requirement

An employee is eligible for entry to the above structure if they possess a degree in journalism, communications, marketing and/or public relations from an Australian tertiary institution or qualifications and/or work experience determined as comparable by the Secretary and they are performing public affairs duties.

PART 14 - ALLOWANCES AND REIMBURSEMENTS

FIRST AID OFFICER ALLOWANCE

14.1 An employee who possesses a current first aid certificate and is designated by the Secretary to undertake first aid responsibilities within FaHCSIA will be paid an allowance in accordance with the relevant qualification as defined in the FaHCSIA Salaries and Allowances Guide as set out below:

First Aid Certificate Standard	Previous Rate \$ per fortnight	Rate on commencement \$ per fortnight	First payday on or after 14/11/09	First payday on or after 14/11/10
Certificate A	18.7	19.80	20.70	21.50
Certificate B	22.9	24.20	25.20	26.20
Certificate C	28.1	29.70	31.00	32.30

FIRE WARDEN ALLOWANCE

14.2 An employee who has been assigned by the Secretary to the incidental responsibilities of a building, floor or fire warden within FaHCSIA will be paid an allowance as set out below:

Previous Rate \$ per fortnight	Rate on commencement \$ per fortnight	First payday on or after 14/11/09	First payday on or after 14/11/10
11.4	12.10	12.60	13.10

VOLUNTEERING ALLOWANCE

14.3 An employee who has been assigned by the Secretary to the incidental responsibilities of either a Health and Safety Representative or Harassment Contact Officer will be entitled to payment of as set out below. Where an employee holds both appointments, they are only eligible for payment of the one allowance rate.

Previous Rate \$ per fortnight	Rate on commencement \$ per fortnight	First payday on or after 14/11/09	First payday on or after 14/11/10
9.97	10.50	11.00	11.50

COMMUNITY LANGUAGE ALLOWANCE

14.4 Where, in providing client or employee services, the Secretary determines there is a continuing need to utilise an employee's particular language skills for communication in languages other than English, (including Indigenous languages and utilising deaf communication skills), the employee will be paid a community language allowance on the following basis:

Standard	Level of Competence
CLA Rate 1	<p>An employee who:</p> <ul style="list-style-type: none"> ▪ passes the Language Aide Test conducted by the National Accreditation Authority for Translators and Interpreters (NAATI); or ▪ is recognised by NAATI to possess equivalent proficiency; or ▪ is waiting to be assessed by the above means and whose supervisor certifies that the employee uses the language skills to

	<p>meet operating requirements of the workplace, until such time assessment is completed</p> <ul style="list-style-type: none"> ▪ is assessed to be at the equivalent level by the Secretary or body approved by the Secretary
CLA Rate 2	<p>An employee who is:</p> <ul style="list-style-type: none"> ▪ accredited or recognised by NAATI at the Para professional Interpreter /Translator level or above; or ▪ assessed to be at the equivalent levels by the Secretary or body approved by the Secretary, and ▪ required to undertake interpreting or translating services.

14.5 The rate of payment of CLA will be as follows:

Standard	Previous Rate \$ per annum	Rate on commencement \$ per annum	First payday on or after 14/11/09	First payday on or after 14/11/10
CLA Rate 1	789	834	870	906
CLA Rate 2	1581	1672	1744	1816

DEPARTMENTAL LIAISON OFFICER ALLOWANCE

14.6 A FaHCSIA employee who performs the duties of Departmental Liaison Officer and attends for duty at the office of a Minister for the whole of the ordinary hours of duty on a day will be paid an allowance as set out below:

Previous Rate \$ per annum	Rate on commencement \$ per annum	First payday on or after 14/11/09	First payday on or after 14/11/10
16236	17171	17909	18643

MOTOR VEHICLE ALLOWANCE

14.7 The Secretary may approve an employee to use a private vehicle, owned or hired by the employee at the employee's expense, for official purposes where the Secretary considers that it will result in greater efficiency or involve less expense for the Department.

14.8 Authorised employees will receive a motor vehicle allowance of 69 cents per kilometre. The allowance shall not exceed the amount that would have been payable to otherwise transport the employee by the most efficient means.

14.9 Motor Vehicle Allowance (MVA) will be varied in line with variations to the middle rate of MVA in accordance with rates suggested by the approved subscription service.

ALLOWANCE FOR IMPACT OF BUILDING WORK

14.10 FaHCSIA will seek to prevent employees from being subjected to any unreasonable impact on their working environment from building work.

14.11 For the purposes of this clause, "unreasonable impact on their working environment" means any detrimental effects on the working conditions of office-based employees caused by a variety of factors associated with building activities, including one or generally more of the following: dust,

noise, fumes, extremes of temperature, vibrations, cold, wet, dirt, loss of amenities.

14.12 “Building activities” means any construction, building alterations or refurbishment activities at an office location.

14.13 Where there has been unreasonable impact on the working environment the Secretary will approve the amount of allowance paid to affected employees in accordance with the clauses 14.14 and 14.15, and the Allowance for Impact of Building Work Guidelines as varied from time to time.

Rate of allowance

14.14 An allowance will be paid at the rates prescribed in the following table:

Quantum (Q)	Payment per day
50 or more	\$8
30 to 50	\$5
10 to 30	\$3
Less than 10	Nil

Note: The points will be derived from the application of the following formula:

Formula for calculating rate of allowance

14.15 Formula for calculating allowance is $Q = (D \times P) + N$.

Quantum (Q) equals Proximity from source (P) multiplied by Duration (D) plus Nature and type of building activity including its magnitude (N)

Where:

Proximity (P) is determined as follows:

Within 10 metres	30 points
10 to 30 metres	20
30 to 50 metres	10
50 to 75 metres	5
75 metres or more	0

Duration (D) multiplier is determined as follows

Less than 2 hours continuously	0
2 hours to 4 hours continuously	1x
More than 4 hours continuously	2x

Nature (N) and type of building activity

Use of concrete cutters and jackhammers or similar large construction tools	10 points
Use of electric power tools	5 points
Use of hand tools	2 points
Creation of dust	5 points

Disruption to air-conditioning climate control systems	5 points
Excessive vibration	5 points
Temporary Loss of access to amenity (toilet, kitchen etc)	5 points
Excessive noise	5 points
Fumes	5 points

ASSISTANCE WITH RELOCATION EXPENSES

Employer initiated moves

14.16 Where FaHCSIA compulsorily transfers an employee from one locality to another, the employee is entitled to be reimbursed up to \$40,000 for reasonable expenses associated with the relocation of the employee and family.

Employee initiated moves

14.17 Employees will be entitled to receive up to \$10,000 from the gaining Branch/State Office for reasonable expenses associated with the relocation of the employee and their family from one locality to another where the Secretary deems the employee to be an eligible relocated employee.

14.18 The employee will be deemed to be an eligible relocated employee when they are:

- promoted, or
- assigned duties on an ongoing basis, and the assignment of duties is deemed to be in the interests of FaHCSIA, or
- engaged as an ongoing or non-ongoing employee and the engagement is deemed to be in the interests of FaHCSIA.

14.19 The Secretary has the discretion to increase the amount payable in respect of employee initiated moves to an amount up to a maximum of \$20,000, where satisfied that the \$10,000 is insufficient:

- to meet reasonable expenses incurred by the employee, and
- the recruitment of the employee is critical to the business continuity of the work area.

14.20 Employees requesting a transfer to a new locality for personal reasons are generally not deemed to be eligible relocated employees.

Reasonable relocation expenses

14.21 Reasonable expenses associated with the relocation of the employee and family may include but not be limited to:

- the cost of travel;
- the removal of furniture and household effects, including motor vehicles;
- the cost of temporary accommodation for up to 3 months;
- reimbursement of costs incurred in the sale and purchase of a home;
- additional education costs;

- additional mortgage interest costs;
- kennelling and transporting a pet or pets; and
- compensation payable by FaHCSIA for loss or damage where the Department has approved removal arrangements.

DISTURBANCE ALLOWANCE

14.22 Disturbance allowance may be paid to compensate for incidental costs of relocation that are not met by other relocation payments. The Secretary may pay eligible relocated employees a disturbance allowance of:

- \$459.00 for employees without dependants;
- \$960.00 for employees with at least one dependant, plus
- \$182.00 in respect of each dependant child who is a full-time student.

14.23 Disturbance allowance will be varied in line with rates suggested by the approved subscription service.

TERM TRANSFERS

14.24 An employee who is relocating to a place of work to take up duty on a term transfer to that place of work, and who has had the term nature of that transfer confirmed in writing, will not be eligible to receive travelling allowance during employment at that place of work, but will be eligible for reimbursement of costs reasonably incurred.

14.25 Term transfer means the transfer, notified in writing, of an employee from one locality to another for a fixed period (usually two to three years) to undertake specific duties. The written notification of such a transfer should specify both the date of effect of the transfer and its anticipated duration.

14.26 An employee undertaking a term transfer is entitled to removal assistance in accordance with clause 14.16 of this Agreement.

14.27 In this clause:

- “**certified duties**” means duties the performing of which the Secretary has certified in writing is critical to the operating efficiency of the agency.
- “**former locality**” means the employee’s usual place of work before taking up duty at the remote locality.

14.28 Where an employee is performing certified duties on term transfer, has dependants and/or a partner residing at the former locality and is not accompanied by the dependants and/or the partner, the employee will be entitled to reimbursement for the cost of travel for the purpose of reunion with the dependants and/or the partner.

14.29 The employee may elect to be reimbursed an amount equal to 6 reunion visits by economy class return travel by air in any one year commencing on the day that the employee commenced the term transfer.

14.30 The Secretary may approve travel for the purpose of reunion to a locality other than the former locality, provided that the employee pays the amount (if any) by which the cost of fares to the other locality exceeds the cost of the economy class air travel to the former locality.

14.31 The provisions of clauses 14.7-14.8 of this Agreement will apply should the Secretary approve a mode of travel other than air.

EXCESS TRAVELLING TIME (ETT)

- 14.32 Payment of ETT is subject to the Secretary's approval.
- 14.33 An employee whose usual place of work changes permanently or temporarily as a result of a move initiated by FaHCSIA will be paid for additional time necessarily spent in travel in excess of the time usually spent travelling to and from home and the previous place of work.
- 14.34 ETT is only payable:
- to employees at or below APS 6;
 - to employees not in receipt of travelling allowance;
 - where the excess travelling time exceeds one half hour in any one day or five hours in any fortnight; and
 - for a period of 3 months, unless exceptional circumstances exist.
- 14.35 Payment will be made at single time on Mondays to Saturdays and time and a half on Sundays and public holidays. Time off in lieu of payment may be granted on an hour for hour basis.
- 14.36 Temporary performance at a higher classification level will be taken into account in determining eligibility for ETT and temporary performance allowance will be regarded as salary for the purposes of paying ETT.
- 14.37 ETT will be calculated from the employee's office based site for an employee based at home.
- 14.38 Where an employee's usual place of work is variable within a specified district, the Secretary will determine the usual place of work. In this case, a minimum of 20 minutes travelling time each way will apply.

EXCESS FARES

- 14.39 The Secretary may approve reimbursement of excess fares incurred by an employee while performing duty temporarily at a place other than the employee's usual place of work, when the cost of travelling to and from the temporary place of work is greater than the cost of travelling to and from the employee's usual place of work.
- 14.40 Payment of excess fares:
- will not be made to an employee in receipt of travelling allowance;
 - will not be made to an employee notified in writing to proceed to a place of work in anticipation of a permanent transfer to that place of work;
 - will be calculated from the employee's office based site for an employee based at home; and
 - will be limited to 3 months, unless exceptional circumstances exist.

LOSS OR DAMAGE TO CLOTHING OR PERSONAL EFFECTS

- 14.41 The Secretary may approve payment of up to \$400 to an employee for loss or damage to clothing or personal effects in circumstances covered by the FaHCSIA Salaries and Allowances Guide.

TROPICAL AND TEMPERATE CLOTHING ALLOWANCE

14.42 The Secretary may reimburse an employee up to \$100 for the reasonable costs of clothing over a three year period in accordance with the FaHCSIA Salaries and Allowances Guide where the employee is required to travel on official business to a locality which has a climate greatly different from their usual place of work.

ALLOWANCE RATES - ADJUSTMENT

14.43 Where the rate of an allowance in this agreement is a rate suggested by the approved subscription service, and the service ceases to update that allowance, alternative arrangements to review the allowance rate will be implemented by the Secretary following consultation between FaHCSIA and its employees and, where they choose, their representatives.

PART 15 – TRAVELLING ON FaHCSIA BUSINESS

- 15.1 The following principles apply in relation to employees undertaking travel on official business:
- employees will not be out-of-pocket for the reasonable costs of accommodation, meals, incidentals and other expenses incurred through travelling on official business; and
 - in organising and approving business travel, managers shall be flexible in accommodating the needs of individuals and should take into account family responsibilities, personal circumstances and other relevant factors that may affect the employee's ability to travel.

TRAVEL ALLOWANCE

- 15.2 Allowances payable for meals, incidentals and, where applicable, accommodation, are those suggested by the approved subscription service and accessible via the internet.
- 15.3 Payment of travelling allowances will be made at least two days prior to an employee's travel, where this is practicable.
- 15.4 Employees undertaking approved travel and required to be absent overnight from their usual place of work may elect to stay in commercial or non-commercial accommodation. Where practicable, employees are required to use the corporate accommodation card to meet commercial accommodation costs. Where this is not practicable, an employee will be paid an allowance to meet reasonable accommodation costs.
- 15.5 Where an employee elects to stay in non-commercial accommodation, an allowance of \$50 per night will be payable in addition to any allowances payable for meals and incidentals.
- 15.6 An employee who is required to be absent on official business overnight from their usual place of work will be entitled to an allowance in respect of meals and incidentals.

Adjustment of allowances

- 15.7 Where official travel arrangements are varied, the amount of allowance payable will reflect the revised itinerary. Employees will be required to repay any resulting overpayment in travelling allowance.
- 15.8 Where meals and/or accommodation are otherwise provided at the department's expense, the allowances payable under this Part will be reduced accordingly.

Review of travelling allowance

- 15.9 After an employee has resided in the one locality for a period of 21 days, the Secretary will approve payment of an allowance equal to the amount expended by the employee on accommodation, meals and incidentals, or an amount considered reasonable in the circumstances.

EXCESSIVE COSTS

- 15.10 The Secretary may vary the amount of travelling allowance payable if considered insufficient to meet the reasonable expenses of the employee.

TIME OFF AFTER LONG BUSINESS TRAVEL

- 15.11 Where employees eligible for flextime are required to travel on long business trips occurring outside regular hours of duty but within the bandwidth, time spent travelling can be claimed as flextime.
- 15.12 Where such employees are required to travel outside the bandwidth, managers should consider if time off in lieu is appropriate. In approving applications for time off in lieu managers must consider the merits of each application including:
- the employee's personal circumstances and the associated impact that time spent travelling outside the bandwidth may have on them;
 - the frequency, duration and type of travel involved; and
 - the type of work being performed by the employee and any relevant environmental circumstances in which the work is being performed.
- 15.13 Time off in lieu is to be administered flexibly taking into account the demands of the work area and the individual's personal circumstances.
- 15.14 FaHCSIA considers it good management practice to grant time off in lieu for long business travel as soon as possible after the hours have been worked and that managers will not refuse reasonable requests.

CLASS OF AIR TRAVEL

- 15.15 Domestic air travel by employees travelling on FaHCSIA business will usually be in economy class.
- 15.16 Employees can travel business class where available on domestic flights when the estimated flying time on any sector/leg exceeds 3.5 hours.
- 15.17 A manager may upgrade an employee's class of travel where the manager is satisfied that a valid health issue exists that necessitates upgrading or exceptional circumstances exist where upgrading is in the interests of FaHCSIA.
- 15.18 Employees required to travel on official business outside of Australia are entitled to Business Class travel or its equivalent.

AIRLINE CLUB MEMBERSHIP

- 15.19 FaHCSIA will provide airline club membership to employees who are likely to be travelling regularly by air on FaHCSIA business (i.e. 8 domestic trips per year, 4 domestic trips per year where travel involves extended travel time and connecting flights to or from South Australia, Western Australia, Tasmania and the Northern Territory, or a single international flight annually).
- 15.20 Where a FaHCSIA employee has paid for a personal airline club membership and later meets the requirements of this provision, FaHCSIA may reimburse the employee for some or all of the cost of that membership.

ASSISTANCE WITH PUBLIC TRANSPORT AND PARKING COSTS

15.21 FaHCSIA will provide assistance to ongoing employees by purchasing discounted fares and parking vouchers on behalf of these employees and recouping FaHCSIA' costs through deduction from the employee's salary over an agreed period of time in accordance with the Public Transport and Parking Costs Policy and Guide as varied from time to time.

OVERSEAS TRAVEL

15.22 Employees travelling overseas on FaHCSIA business will be entitled to reasonable accommodation costs and an allowance in respect of meals and incidental expenses calculated in accordance with the rates by the approved subscription service. In the event that these rates cease to be available, alternative arrangements to update these rates will be implemented following discussion between FaHCSIA and its employees and where they choose their representatives.

15.23 FaHCSIA will consult with employees and, where they choose, their representatives on the development of a FaHCSIA Overseas Conditions of Service Manual.

PART 16 – REMOTE LOCALITY ASSISTANCE

16.1 Remote locality assistance may be approved by the Secretary in accordance with the provisions contained in this Part and the Remote Locality Conditions Guide as varied from time to time

REMOTE LOCALITY ASSISTANCE ALLOWANCE

16.2 Remote Locality Assistance Allowance (RLAA) is payable to an employee living in a FaHCSIA' designated remote locality and was derived from historical payments for district allowance, retention and where applicable air conditioning subsidy.

16.3 The annual rate of RLAA payable in each location is listed in the following table.

16.4 RLAA rates will be adjusted commencing from the beginning of the first pay period commencing on or after the date indicated.

Locality	Old Rates		On Commencement		First payday on or after 14/11/2009		First payday on or after 14/11/2010	
	Without dep.	With dep.	Without dep.	With dep.	Without dep.	With dep.	Without dep.	With dep.
Bourke	3699	5430	3912	5742	4080	5989	4247	6235
Mt Isa	3699	5430	3912	5742	4080	5989	4247	6235
Roma	2423	3201	2562	3386	2672	3532	2782	3677
Ceduna	2423	3201	2562	3386	2672	3532	2782	3677
Alice Springs	3699	5430	3912	5742	4080	5989	4247	6235
Nhulunbuy	7831	11475	8282	12136	8638	12658	8992	13177
Katherine	8264	12124	8740	12822	9116	13373	9490	13921
Tennant Creek	7399	10826	7825	11450	8161	11942	8496	12432
Kalgoorlie	2423	3201	2562	3386	2672	3532	2782	3677
Port Headland	6067	9053	6417	9574	6693	9986	6967	10395
Broome	6284	9378	6646	9918	6932	10344	7216	10768
Derby	8480	12449	8969	13166	9355	13732	9739	14295
Kununurra	8480	12449	8969	13166	9355	13732	9739	14295
* Cairns	2423	3201	2562	3386	2672	3532	2782	3677
* Darwin	2423	5430	3912	5742	4080	5989	4247	6235
* Townsville	3699	3201	2562	3386	2672	3532	2782	3677

16.5 FaHCSIA employees working in Cairns, Darwin and Townsville on 14th November 2005 will be eligible to receive RLAA and other remote locality conditions. Eligibility for remote locality conditions will be retained if the employee moves within FaHCSIA from one remote locality to another remote locality, but ceases if the employee moves to any other location.

- 16.6 Employees who take up duty with FaHCSIA in Cairns, Darwin and Townsville after 14th November 2005 will not be entitled to receive RLAA or other remote locality conditions.

REMOTE LOCALITY LEAVE FARES

- 16.7 An employee stationed at a locality listed in the table below is entitled to fares assistance based on 'best fare of the day' to travel from and return to the locality for leave of absence. The employee is also entitled to fares assistance for eligible dependants or an eligible partner to travel from and return to the locality.
- 16.8 The accrual rate of the leave fare for employees stationed permanently at the locality is indicated in the table below:

Locality	Accrual rate
Bourke	Yearly
Mt Isa	Yearly
Roma	2 Yearly
Ceduna	2 Yearly
Alice Springs	Yearly
Nhulunbuy	Yearly
Katherine	Yearly
Tennant Creek	Yearly
Kalgoorlie	2 Yearly
Port Hedland	Yearly
Broome	Yearly
Derby	Yearly
Kununurra	Yearly

No more than two leave fares as provided for in this clause may be held in credit at any time.

Additional leave fares - Nhulunbuy

- 16.9 Employees who are permanently stationed at Nhulunbuy, or stationed there under the provisions of a term transfer, are entitled to be reimbursed for one return fare to Darwin for themselves and their eligible dependants for each 2 year period of continuous service at Nhulunbuy.
- 16.10 Eligible employees are not entitled to be reimbursed the first additional fare until they have completed 12 months continuous service at Nhulunbuy.
- 16.11 Subsequent additional fares can only be reimbursed where the Secretary is satisfied that the employee will complete the first 12 months continuous service of the relevant two year period.
- 16.12 No more than two leave fares as provided for in this clause may be held in credit at any time. Entitlement to additional leave fares as provided under this clause lapses when an employee ceases to work in Nhulunbuy.

Accrual for eligible employees

16.13 Entitlement to a leave fare first accrues on the day the employee is employed at the remote locality and subsequently accrues on the anniversary of commencement, at one or two yearly intervals according to the entitlement specified for each locality in the above table.

Leave fares – Darwin, Cairns and Townsville

16.14 An employee stationed at a locality listed in the table below on 14th November 2005 is entitled to fares assistance based on the best fare of the day to travel from and return to the locality for leave of absence. The employee is also entitled to fares assistance for eligible dependants or an eligible partner to travel from and return to the locality:

Locality	Accrual rate
Cairns	2 Yearly
Darwin	Yearly
Townsville	2 Yearly

16.15 Employees who commence duty in Darwin, Cairns or Townsville after 14th November 2005 will not accrue any entitlement to remote locality leave fares.

Level of assistance towards leave fares

16.16 Eligible employees will be reimbursed for travel undertaken by the employee and each eligible dependant or eligible partner of the employee, up to the lesser amount of:

- Return airfare(s) based on the best fare of the day for travel from the remote locality to the nearest capital city in that State. For employees in the Northern Territory Adelaide is deemed the nearest capital city for leave fare purposes.
- Return air fares for the actual travel undertaken based on best fare of the day; or
- Motor vehicle allowance for the car travel undertaken.

Other fares assistance

16.17 The Secretary will approve fares reimbursement for employees and their dependants living in a FaHCSIA designated remote locality in the following circumstances:

- for medical, emergency dental or specialist medical treatment for the employee and any dependants or a spouse or partner residing with them; or
- where a close relative of the employee or the employee's spouse dies or becomes dangerously or critically ill; or
- for the cost of up to two student travel concession fares per 12 month period reasonably incurred for return travel by each child from the place where he or she attends school to the employee's locality.

ADDITIONAL ANNUAL LEAVE FOR REMOTE LOCALITIES

16.18 Employees living in FaHCSIA designated remote localities will accrue additional annual leave as indicated at each of the localities listed in the table below:

Locality		No of days additional annual leave
NSW	Bourke	3
QLD	Mt Isa	3
	Roma	2
SA	Ceduna	2
NT	Alice Springs	5
	Nhulunbuy	7
	Katherine	7
	Tennant Creek	7
WA	Kalgoorlie	2
	Port Hedland	5
	Broome	5
	Derby	7
	Kununurra	7

16.19 FaHCSIA Employees living in Darwin Cairns and Townsville on 14th November 2005 will accrue additional annual leave as indicated in the following table:

Locality		No of days additional annual leave
NT	Darwin	5
QLD	Cairns	2
	Townsville	2

16.20 Employees who commence duty in Darwin, Cairns or Townsville after 14th November 2005 will not accrue any additional annual leave.

REASSIGNMENT FROM REMOTE LOCALITIES

16.21 An ongoing employee working in a designated FaHCSIA remote locality may apply to the Secretary for reassignment of duties and relocation away from the remote locality. In considering the application, the Secretary will take into account:

- whether the move is in the interest of FaHCSIA;
- the locality from which the employee was recruited;
- the period for which the employee has been stationed in a remote locality; and

- the personal circumstances of the employee.

16.22 Where the Secretary approves a reassignment of duties and relocation away from a remote locality, the employee will be entitled to removals assistance in accordance with clause 14.17 of this Agreement.

ESTABLISHMENT OF NEW FaHCSIA REMOTE LOCALITIES

16.23 If FaHCSIA establishes a work place in a locality other than those specified in this Agreement which the Secretary determines to be a remote locality, the Secretary will implement a remote localities assistance package following consultations with affected employees and, where they choose, their representatives on an appropriate level of assistance to apply. The same approach will be applied to developing an appropriate package as has been applied to determining the provisions in this Part for existing remote localities.

EMPLOYEE CONTRIBUTION TO STAFF HOUSING

16.24 Where an employee stationed in a FaHCSIA designated remote locality resides in accommodation supplied by FaHCSIA, the employee will be required to pay an employee contribution in accordance with the FaHCSIA Remote Locality Conditions Guide as varied from time to time.

DEFINITIONS

16.25 In this Part the following definitions apply:

"Best fare of the day" is the 'best' fare quoted by the FaHCSIA-contracted travel provider for travel after 7 am on the day that the employee undertakes the travel. Employees are to provide adequate notice of their intention to take leave and use a leave fare.

"Dependant" is a dependant of the employee who resides with the employee and whose income, if any, is less than the under 18 years salary rate for the APS 1 in Part 13 of this Agreement.

"Fare" means airfare.

"Fares assistance" at the discretion of the employee, fares assistance can be in the form of:

- reimbursement for a leave fare;
- payment to the employee on proof of booking (where a booking is cancelled or amended, the employee will notify FaHCSIA as soon as possible), with evidence provided once the fare has been paid; or
- direct payment of the airfare by FaHCSIA.

"Former locality" means the employee's usual place of work before taking up duty at the remote locality.

"Leave fare" means:

- cost of return fares to the nearest capital city (based on the best fare of the day); or
- in respect of completion of a term transfer, where travel is between the former capital city of the employee and the new locality, cost of return fares reasonably incurred; or

- in respect of completion of a term transfer, where travel is to a destination other than the former capital city, the amount payable had the travel been from the new location to the former capital city.

”Nearest capital city” means

- where the employee is stationed in the Northern Territory - Adelaide; or
- in any other case - the capital city of the State which is the closest in distance to the employee’s usual place of work.

”Period of service at locality” means service at the FaHCSIA remote locality, which is continuous with the present period of service at the locality (other than a period of service exceeding 30 days for which the employee is not entitled to be paid salary).

“Close relative” of an employee is a partner, child, parent, sister or brother of the employee; or any other person who because of special circumstances is approved by the Secretary as a close relative.

REVIEW OF REMOTE LOCALITY CONDITIONS

16.26 FaHCSIA agrees to review remote locality conditions in consultation with employees and their representatives. The review will commence no later than 31 March 2009.

PART 17 – RESIGNATION, RETIREMENT, REDEPLOYMENT, REDUNDANCY AND REDUCTION

RESIGNATION AND RETIREMENT

- 17.1 Where practical an employee should give the Secretary at least two weeks notice in writing of their intention to resign or retire. The letter of resignation or retirement should include the date and time of effect.
- 17.2 Where an employee submits a resignation which takes effect from close of business on a public holiday, the resignation will be deemed effective from close of business on the working day immediately prior to the public holiday.

REDEPLOYMENT, REDUNDANCY AND REDUCTION

Introduction

- 17.3 The redeployment, redundancy and reduction provisions of this Agreement only apply to ongoing employees who are not on probation.
- 17.4 FaHCSIA is committed to taking all reasonable practical steps to avoid the use of compulsory redundancy or redeployment.
- 17.5 FaHCSIA will assist employees to maximise their redeployment opportunities within FaHCSIA and the wider APS and will fund relevant career and financial counselling.

Definition

- 17.6 An employee will be considered excess where:
- the employee is part of a class of employees that is larger in size than is necessary for the efficient and economical working of FaHCSIA; or
 - the services of the employee can no longer be used effectively because of technological or other changes in FaHCSIA or changes in the nature, extent or organisation of the functions of FaHCSIA or
 - the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the new locality and no suitable alternative duties can be identified at the current locality.

Notification and consultation

- 17.7 The Secretary will notify employees who are likely to become excess as early as possible and, where they choose, their representatives will also be notified.
- 17.8 The initial notification will usually occur orally so as to maximise the time employees have to consider their options.
- 17.9 When FaHCSIA becomes aware that a significant excess staffing situation may develop, the Secretary will advise relevant employees, managers and employee representatives. Where 15 or more employees are likely to become excess, the department will comply with the provisions of section 660 of the *Workplace Relations Act 1996*.

Discussion period

- 17.10 Following the initial notification the Secretary will write to the potentially excess employees formally notifying them of the situation and advising them of the assistance available. At this stage potentially excess employees will be able to discuss their situation and options with FaHCSIA management, with this period not exceeding one month.
- 17.11 During the discussion period, the Secretary may invite employees who are not potentially excess to express interest in voluntary redundancy where this would facilitate the redeployment of an employee who is potentially excess. However, an employee will not be made redundant voluntarily if the Secretary refuses to approve the redundancy.
- 17.12 The discussion period may be shortened by agreement with the employee.

Voluntary redundancy

- 17.13 By the end of the one-month discussion period, the Secretary may formally offer a voluntary redundancy to the employee. Excess employees will only be offered a voluntary redundancy once during the redundancy process.
- 17.14 Where a formal offer of voluntary redundancy is made employees will have one month to both consider the offer and advise FaHCSIA that they are either accepting or rejecting it. Employees who fail to advise FaHCSIA of their decision by the end of the consideration period will be assumed to have rejected the offer of voluntary redundancy.
- 17.15 An employee will not be terminated within this consideration period unless the employee has requested this to occur.
- 17.16 Prior to or during the consideration period, the employee will be provided with an estimate of their severance pay and pay in lieu of notice and leave entitlements, relevant taxation rules and the availability of career and financial counselling in addition to being advised about obtaining further information relating to superannuation and relevant taxation rules.
- 17.17 FaHCSIA will reimburse an employee considering voluntary redundancy up to \$500 (including GST) for career or accredited financial counselling.
- 17.18 Employees not accepting an offer of voluntary redundancy will be covered by clauses 17.27 – 17.42 below.

Redundancy payment

- 17.19 An employee who accepts voluntary redundancy and whose employment is terminated by the Secretary under s.29 of the *Public Service Act 1999* (PS Act) on the grounds he/she is excess to requirements are eligible for a redundancy payment associated with their voluntary redundancy.
- 17.20 The employee will be entitled to a redundancy payment equal of 2 weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service.
- 17.21 The minimum payment is 4 weeks salary and the maximum is 48 weeks salary. If an employee has worked part-time hours during the period of service and has less than 24 year's full-time service, their redundancy payment will be calculated on a pro rata basis.

17.22 For the purposes of calculating any payment, salary will include:

- the employee's full time salary, adjusted on a pro rata basis for periods of part time service;
- temporary performance allowance payments (TPA) where the employee has been receiving TPA continuously for a period of at least 12 months immediately preceding the employee's notification of termination date; and
- an allowance that has been paid during periods of annual leave and on a regular basis and is not a reimbursement for expenses incurred or a payment for disabilities associated with the performance of a duty.

Calculating service for redundancy pay purposes

17.23 Service for the purposes of calculating the redundancy payment will be in accordance with the FaHCSIA Salaries and Allowances Guide as varied from time to time.

Period of notice – termination with a voluntary redundancy

17.24 Where an excess employee's employment is to be terminated under s.29 of the PS Act by accepting a voluntary redundancy they will be given 4 weeks notice. Employees over 45 years of age with at least 5 years continuous service will be given 5 weeks notice.

17.25 If an employee requests, and the Secretary agrees, that their employment be terminated within this notice period, they will be paid compensation for the unexpired portion of the notice period equal to the hours they would have worked during the notice period had their employment not been terminated.

17.26 Employees and their manager will agree to reasonable time off with full pay to attend necessary employment interviews from the start of the notice period. Where expenses to attend interviews are not met by the prospective employer, FaHCSIA will reimburse agreed reasonable travel and incidental expenses.

Involuntary Redundancy Provisions (Retention, Redeployment and Reduction in Classification)

Retention

17.27 Where the Secretary's offer of voluntary redundancy has been rejected, the employee will be deemed to be excess and the involuntary redundancy provisions applied.

17.28 Employees who are subject to the involuntary redundancy provisions are not entitled to the redundancy payment referred to in clause 17.20.

17.29 Under the involuntary redundancy provisions employees are entitled to work through a period of retention, as specified in clause 17.30, before the Secretary can terminate his/her employment.

17.30 The retention period will commence from the date one month after the employee received their offer of voluntary redundancy and will be:

- 13 months where the employee has 20 or more years of APS service or is over 45 years of age, or

- 7 months for other employees.

17.31 The retention period will not be extended by periods of leave taken by the excess employee unless, after considering the circumstances of the individual case, the Secretary deems an extension as a result of a period of leave taken to be reasonable.

17.32 Where there is insufficient productive work available during the retention period the Secretary may, with the employee's agreement, terminate his/her employment under s.29 of the PS Act and pay out the balance of the retention period as a lump sum.

Redeployment

17.33 Employees on retention will be considered in isolation from and not in competition with other applicants when seeking assignment to another position within FaHCSIA.

17.34 During the retention period, FaHCSIA:

- will take all reasonable steps to find alternative employment for the excess employee; and/or
- may reduce the excess employee's classification with the appropriate notice in order to secure them alternative employment, subject to the conditions set out in clauses 17.37 and 17.38 below.

17.35 During the retention period the employee will:

- take reasonable steps to find alternative employment; and
- actively participate in learning and development activities, trial placements or other agreed arrangements to assist in obtaining a permanent placement.

17.36 Excess employees are entitled to necessary leave with pay and assistance in meeting reasonable travel and incidental expenses when seeking alternative employment, where these are not met by the prospective employer.

Reduction in classification

17.37 Where the Secretary proposes to reduce an excess employee's classification as a means of securing alternative employment the employee will be given 4 weeks notice or, if over 45 years of age with at least 5 years' continuous service, will be given 5 weeks notice.

17.38 If reduction occurs before the end of the retention period the employee will receive payments to maintain the employee's salary level for the balance of the retention period

Period of notice – termination of the retention period

17.39 An excess employee's employment will be terminated under s.29 of the PS Act at the end of their retention period.

17.40 Where an excess employee's employment is to be terminated they will be given 4 weeks notice. Employees over 45 years of age with at least 5 years' continuous service will be given 5 weeks notice. This notice period will, as far as practicable, be concurrent with the employee's retention period.

17.41 If an employee is terminated within this notice period, they will be paid compensation for the unexpired portion of the notice period equal to the hours they would have worked during the notice period had their employment not been terminated.

Breaches of the APS Code of Conduct and underperformance during the retention period

17.42 Where action in relation to a suspected breach of the APS Code of Conduct or action relating to unsatisfactory performance extends into, or commences, during the retention period the matter will be dealt with in accordance with the relevant FaHCSIA provisions as varied from time to time.

PART 18 - DEFINITIONS

18.1 In this Agreement the following definitions apply:

"APS" means Australian Public Service

"Delegate" means a person authorised by the Secretary to be a delegate of the Secretary under the terms of this agreement.

"Department" or **"FaHCSIA"** is interchangeable, and means the Department of Families, Housing, Community Services and Indigenous Affairs.

"Employee" means a person employed by the Department under the *Public Service Act 1999*, whether full time or part time, in an ongoing, non-ongoing or intermittent capacity.

"Employee representative" means any person whom the employee(s) nominates or elects as a representative who may include an employee or a representative from an industrial association.

"Immediate Family" means a person who:

- is related by blood or by marriage or by adoption or by kinship;
- stands in a bona fide domestic or household relationship with an employee without discrimination as to sexual preference;
- is a child or adopted child or a child in the care and custody of an employee; or
- is a child or adopted child or a child in the care and custody of the person who stands in a bona fide domestic or household relationship with an employee.

"Manager" means a person who has operational and/or supervisory responsibility for another employee or a team of employees within FaHCSIA, which may include another manager/employee (at, above or below the manager's level) and/or may be a Section, a Branch, a State Office, an ICC, a Group or other work unit.

"Partner" or **"spouse"** for the purposes of remote localities conditions and reunion visits means a person who stands in a bona fide domestic or household relationship with an employee without discrimination as to sexual preference.

"Secretary" means the person for the time being performing the duties of the office of the Secretary of the Department.

PART 19 - TECHNICAL MATTERS

RESPONDENTS

- 19.1 The respondents to this agreement are:
- the Secretary of the Department of Families, Housing, Community Services and Indigenous Affairs on behalf of the Commonwealth of Australia in respect of employees employed in the Department of Families, Housing, Community Services and Indigenous Affairs;
 - CPSU, the Community and Public Sector Union;
 - the Media, Entertainment and Arts Alliance; and
 - all non-SES employees of the Department of Families, Housing, Community Services and Indigenous Affairs who are not on an Australian Workplace Agreement (AWA).
- 19.2 This agreement applies to all non-SES employees employed in the Department of Families, Housing, Community Services and Indigenous Affairs on or after the date of commencement, but does not apply to:
- employees on AWAs; and
 - employees in the Department whose salary is not paid by FaHCSIA.
- 19.3 Employees acting in the SES will continue to be subject to this agreement, with any additional entitlements determined under clause 4.3, an existing AWA and/or binding agreements or instructions of the Secretary.

DURATION

- 19.4 This agreement will come into effect from 7 days after approval by the Workplace Authority and shall nominally expire on 14 November 2011.

DELEGATION

- 19.5 The Secretary may delegate all or any powers and functions under this Agreement including this power of delegation and may do so subject to conditions.

VARIATIONS TO AGREEMENT

- 19.6 This agreement may only be varied in accordance with section 367 of the *Workplace Relations Act 1996*.

CLOSED AGREEMENT

- 19.7 This Agreement exhaustively states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a Commonwealth law.
- 19.8 From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

19.9 The parties to this Agreement agree that, should special and extraordinary circumstances arise during the life of this Agreement or where legislative change affects employees' conditions of employment, they will confer to ensure that the objectives of the Agreement continue to be achieved.

PART 20 - FORMAL ACCEPTANCE OF THIS AGREEMENT

- 20.1 This agreement is made and approved under section 328 of the *Workplace Relations Act 1996*.
- 20.2 By signing below, the parties to this agreement signify their agreement to its terms.

Dr Jeff Harmer
Secretary
Department of Families, Housing, Community Services and Indigenous Affairs
for and on behalf of the Commonwealth of Australia

December 2008

Nadine Flood
Deputy Secretary
for and on behalf of the Community and Public Sector Union

December 2008

Michael White
Secretary, ACT Branch
for and on behalf of the Media, Entertainment and Arts Alliance

December 2008