



Australian Government

**Department of Industry,
Innovation and Science**

Department of Industry, Innovation and Science Enterprise Agreement 2019-2022

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

Part A – GENERAL MATTERS

Agreement title

1. This Agreement shall be known as the *Department of Industry, Innovation and Science Enterprise Agreement 2019-2022*.

Application

2. This Agreement is made in accordance with section 172 of the *Fair Work Act 2009* and:
 - commences seven days after approval by the Fair Work Commission;
 - will nominally expire three years from the date of commencement; and
 - applies to the Secretary and all non-Senior Executive Service Employees in the Department, excluding Employees in IP Australia and Geoscience Australia.
3. Subject to a decision of the Fair Work Commission following notice in accordance with section 183 of the *Fair Work Act 2009*, the Community and Public Sector Union and Professionals Australia are covered by this Agreement.

Definitions

4. In this Agreement, unless the context otherwise requires:

Adopted Child for the purposes of this Agreement includes a child of an Employee who has been granted parental rights via valid domestic surrogacy arrangements.

Agreement means the *Department of Industry, Innovation and Science Enterprise Agreement 2019-2022*.

APS means the Australian Public Service.

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

Casual Employee means an Employee engaged by the Department under subsection 22(2)(c) of the *Public Service Act 1999* for duties that are irregular or intermittent.

De Facto Partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis and includes a former De Facto Partner of the Employee. De Facto Partner is interchangeable with the term 'Spouse' for all purposes in this Agreement.

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

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

Designation means a local title given to an APS Classification.

Employee means a person engaged by the Department pursuant to section 22 of the *Public Service Act 1999* at the classifications set out at Schedule 1.

Family and Domestic Violence has the same meaning as in the *Family Law Act 1975* and includes physical, sexual, financial, verbal or emotional abuse by an Immediate Family member, former Immediate Family member or other close relative as defined in the National Employment Standards.

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

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

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

Immediate Family means:

- a) the Employee's Spouse;
- b) a child, parent, grandparent, grandchild or sibling of the Employee or of the Employee's Spouse including an Adopted Child or foster child; or
- c) another person who is related to the Employee or the Employee's Spouse, by blood or marriage, adoption, Fostering or traditional kinship.

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

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

Non-Ongoing Employee means an Employee engaged by the Department pursuant to subsection 22(2)(b) of the *Public Service Act 1999* for a specific period, or the duration of a specified task.

Non-SES Employee means an Employee with a classification listed in Schedule 1 of this Agreement.

Ongoing Employment means employment under section 22(2)(a) of the *Public Service Act 1999*.

Parentage Order means an order made under a relevant Australian State or Territory surrogacy law granting an Employee parental rights over a child born as a result of a surrogacy arrangement.

Part-Time Employee means an Employee engaged to work an agreed number of hours, less than those worked by full-time Employees. Unless otherwise provided under legislation, a Part-Time Employee will receive equivalent pay and conditions to full time Employees in the same classification on a pro-rata basis (excluding expense related allowances, which will be paid in full).

Primary Caregiver means an Employee who has predominant responsibility for the care of the Employee's child.

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

Spouse includes a former Spouse, a De Facto Partner or former De Facto Partner.

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

Express power of delegation

5. The Secretary may, in writing, delegate any of the Secretary's powers or functions under this Agreement.
6. A person exercising powers or functions under a delegation under this Agreement must comply with any directions of the person who delegated the power or function.

Relationship to legislation

7. This Agreement is not a comprehensive catalogue of employment conditions in the Department. The Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**) and other relevant legislation as in force from time to time, of which a list is maintained on iCentral.
8. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

Flexibility provision

9. The Secretary and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - a) the agreement deals with one or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) leave loading; and
 - vi) remuneration.
 - b) the arrangement meets the genuine needs of the Department and Employee in relation to one or more of the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the Department and Employee.
10. The Secretary must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
11. The Secretary must ensure that the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes the name of the employer and Employee; and
 - c) is signed by the Secretary and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - d) includes details of:
 - i) the terms of the Agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences and ceases.
12. The Secretary must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
13. The Secretary or Employee may terminate the individual flexibility arrangement:
 - a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the Secretary and Employee agree in writing, at any time.

Consultation on major changes

14. Where the Department:
 - a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on Employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of Employeesthe procedures outlined at Schedule 6 will be followed.

National Consultative Committee

15. A National Consultative Committee (**NCC**) will be established to be the primary forum to facilitate discussions between the parties to whom the Agreement applies. The NCC will consider issues surrounding the operation of the Agreement including in relation to departmental policies.
16. Wherever practicable, the Department will facilitate at least four meetings of the NCC per calendar year and will operate in accordance with terms of reference to be established by the NCC. The Department will consult with, and consider the views of, the NCC on issues surrounding the implementation and operation of this Agreement, as these issues affect the employment conditions of Employees. The Department will allow a reasonable period for the NCC to consider these issues.
17. Membership of the NCC will include, but not be limited to, Employee representatives, management representatives and union representatives. Where required, the NCC may agree to form sub-committees.
18. The Department will continue to undertake consultation with Employees in addition to the NCC forum under clause 24 of this Agreement.
19. The NCC will be supported by Divisional Consultative Committees (**DCCs**) established in each division. These DCCs will determine their own procedures and will be responsible for discussions with local management on local issues.
20. Secretariat support for the NCC will be provided by the People and Planning Branch.

Dispute resolution

21. The parties to whom this Agreement applies recognise that disputes concerning workplace matters may arise and will take reasonable and genuine steps to prevent or settle disputes by early and timely discussion and consultation.
22. Disputes will be managed in accordance with the procedures outlined at Schedule 7. Where a matter:
 - is managed in accordance with the procedures outlined at Schedule 7; and
 - reviewed by the Merit Protection Commissioner under section 33 of the *Public Service Act 1999*; and
 - the Merit Protection Commissioner has affirmed the Department's action or the Department has adopted any recommendations made by the Merit Protection Commissionerthe Employee will have no further right of review in respect of that matter under the dispute resolution procedures in this Agreement.

Departmental policies and legislation

23. Various employment provisions contained in this Agreement are administered in conjunction with policies and guidelines, and by reference to legislation. Such policies, guidelines and legislation are not incorporated into, and do not form part of, this Agreement. This Agreement will prevail over any policies and guidelines to the extent of any inconsistency.
24. The Department may alter workplace policies and guidelines during the life of this Agreement. However, the Department will consult through the NCC before a final decision is made.

Employee representation

25. The Department will respect and facilitate an Employee's right to representation in the workplace. The role of workplace representatives, including union representatives, will be respected and facilitated, in accordance with the *Fair Work Act 2009*.

Family and Domestic Violence support

26. The Department recognises that Employees may experience situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Department is committed to providing flexible support to Employees who are affected by Family and Domestic Violence.
27. Employees affected by Family and Domestic Violence may:
 - access leave in accordance with Part D of this Agreement;
 - access flexible working arrangements as outlined in Part E of this Agreement;
 - access the Employee Assistance Program outlined at clause 134; and
 - raise issues with their Manager or directly with the People and Planning Branch, who can advise the Employee on available support.
28. Further information and full details of available support is outlined in the Department's policies and procedures relating to Family and Domestic Violence.

Part B – REMUNERATION

Classification structure

29. This Agreement contains the Department's Designations, including broadbanding and pay arrangements as specified in Schedule 1 of this Agreement. An Employee's Designation is determined by the Secretary, with reference to Schedule 1 of this Agreement, and Employees will be paid in accordance with their Designation. The Department's Designations correspond to the APS Classification Structure as set out in Schedule 1 of this Agreement.

Progression to a higher Designation

30. An Employee may progress through a Firm Barrier to a higher Designation or classification within a Broadband where the Secretary has determined:

- there is sufficient ongoing work available at the higher Designation; and
- the Employee has demonstrated consistent satisfactory performance; and
- the Employee has demonstrated the necessary skill and proficiencies to perform the more complex work of the higher Designation.

31. Further guidance on progression between Designations is provided in the Department's policies and procedures on progression to higher Designation.

Training positions

32. The Department will continue to make employment available for training positions using classifications provided for in Schedule 1.

33. Conditions for training programs, including the graduate program (e.g. mandatory entry level requirements, accelerated advancement points, prescribed training programs, trainee evaluation and completion criteria for training programs or courses and placement upon successful completion of the traineeship), will be set out in the Department's policies and procedures.

Supported wages scheme

34. The supported wages scheme will be administered in accordance with Schedule 4.

Payment of salary

35. Employees will be paid fortnightly. The fortnightly rate of pay will be ascertained by applying the following formula:

$$\text{fortnightly pay} = \text{annual salary} \times 12 \div 313$$

Setting salary, including on engagement, promotion and movement

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

- a) where the Secretary authorises payment of higher salary, subject to any specified qualification or advancement barrier, where the experience, qualifications and skills of the Employee warrant payment of salary above the lowest pay point;
- b) for Employees on movement at level, the salary payable within the relevant Designation will be equal to the next highest pay point salary previously received by the Employee at the equivalent classification; or
- c) for Employees on promotion or movement at level whose previous salary for the relevant classification exceeds the highest pay point for that Designation, the Employee's salary will be maintained until absorbed by future pay increases in the maximum salary rate for the Designation.

37. Where an Employee agrees to be assigned duties at a lower Designation level, the Employee's salary will be paid at the highest pay point for the lower Designation.

Salary increases and advancement

38. Provisions in this Agreement relating to salary and related matters are set out in the Schedules of this Agreement.
39. Subject to an Employee demonstrating satisfactory performance the Employee's salary will be increased by:
- 2% upon commencement of this Agreement;
 - 2% 12 months after commencement of this Agreement; and
 - 2% 24 months after commencement of this Agreement.

For the avoidance of doubt, if an Employee does not demonstrate satisfactory performance, this may result in the Employee's salary being less than the minimum pay point set out for the Employee's classification in Schedule 1.

40. Where the commencement date of this Agreement as outlined at clause 2 is greater than 12 weeks after the date the Agreement is made in accordance with section 182 of the *Fair Work Act 2009*, the Department will make adjustments, applicable to salary only, to apply the salary increase payable on commencement of the Agreement from the date 12 weeks after the Agreement was made. This adjustment will be made in the first full pay period following commencement of the Agreement.
41. The increases set out in clause 39 above will not operate to increase an Employee's salary higher than the maximum amount specified in Schedule 1 for the Employee's Designation for the relevant period.
42. Salary advancement to the next available pay point will occur on 1 July each year, based on the Employee demonstrating satisfactory performance in accordance with clauses 125 to 127.
43. The Secretary may, at any time, determine that an Employee will be paid salary at a higher pay point within the Employee's Designation.
44. Where an Employee's performance has been assessed as unsatisfactory and the Employee does not receive salary advancement under clause 42 or an increase under clause 39, they may be granted salary advancement under clause 42 or an increase under clause 39 following a sustained period of satisfactory performance. A sustained period will generally be considered to be three continuous months. Salary adjustments under this clause will not be retrospective.

Superannuation

45. Where an Employee is ineligible to join the Commonwealth's defined benefit schemes (Commonwealth Superannuation Scheme (**CSS**) or Public Sector Superannuation Scheme (**PSS**) (defined benefit)) the Department will make employer contributions calculated at 15.4% of the Employee's ordinary time earnings for the life of this Agreement regardless of the Employee's choice of fund.
46. The Department may choose to limit superannuation choice on the basis of funds that allow Employee and/or employer contributions to be paid by electronic funds transfer.
47. Except for members of defined benefits schemes, the salary for superannuation will be the Employee's ordinary time earnings within the meaning of the *Superannuation Guarantee (Administration) Act 1992*.
48. Where continued membership of an existing defined benefits scheme is available to an Employee who accepted employment with NMI on 1 July 2010 as part of the establishment of the national trade measurement system, and the Employee elects to continue their membership of

that defined benefits scheme, the Department will contribute the employer contribution rate determined by the relevant defined benefits scheme.

Salary packaging

49. All Employees will have access to salary packaging provisions on a salary sacrifice basis, in accordance with the Department's policies and procedures. Employees will have the option of electing to take nominated benefits in lieu of their salary.
50. The arrangement must result in a cost neutral outcome for the Department, including any fees charged for the administration of the scheme and any Fringe Benefits Tax incurred as a result of the arrangement.
51. The Employee's salary for all purposes including superannuation, severance and termination payments will be determined as if the salary packaging arrangement had not been entered into.

Casual and Designated Hours Employees

52. Casual Employees will be paid an hourly rate (**ordinary time rate**), based on the annual base salary rate for the Casual Employee's Designation as set out in Schedule 1. In addition, Casual Employees will receive a salary loading of 25% in lieu of public holidays that they are not rostered to work and all paid leave entitlements, other than long service leave. Casual Employees will accrue long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*. The 25% loading is calculated on the ordinary time rate.
53. Casual Employees may be rostered to work Monday to Sunday (inclusive) and will be paid for a minimum of two hours on each day the Casual Employee performs work. Where a Casual Employee attends work on a day they are rostered to work, there is insufficient work for the rostered period and the Casual Employee is directed to leave work, the Casual Employee will receive payment for the full period for which the Casual Employee was rostered to work.
54. Where a Casual Employee is requested to attend the workplace on a day they are not rostered to work (e.g. for training or a staff meeting), the Casual Employee will be paid as though they were on duty for the period of their attendance.
55. Clauses 99 to 116 (inclusive), 198 to 199 (inclusive), 202 to 218 (inclusive) and 221 to 256 (inclusive) do not apply to Casual Employees.

Casual Employees other than Questacon Employees

56. Work will be overtime for Casual Employees (other than casual Questacon Employees) if the work is performed:
 - a) upon direction, Monday to Friday, outside the hours of 7:00 am to 7:00 pm;
 - b) on a Saturday, Sunday or public holiday; or
 - c) in excess of 37.5 hours per week.
57. Where a Casual Employee (other than casual Questacon Employees) works overtime, the Casual Employee will be paid (in addition to the loading under clause 52) an additional loading of:
 - Monday to Saturday, first three hours – 25% of their ordinary time rate;
 - Monday to Saturday, after three hours – 75% of their ordinary time rate;
 - Sunday – 75% of their ordinary time rate;
 - Public holiday – 125% of their ordinary time rate.

Questacon Casual and Designated Hours Employees

58. Clauses 58 to 63 (inclusive) apply only to Questacon Casual Employees and Designated Hours Employees.
59. In addition to the loading under clause 52, Questacon Casual Employees and Designated Hours Employees will receive an additional salary loading of:
 - 75% of their ordinary time rate in respect of time worked on Saturday or Sunday (excluding public holidays); and
 - 125% of their ordinary time rate in respect of time worked on public holidays.
60. Work will be overtime for Questacon Casual Employees and Designated Hours Employees if the work is performed:
 - a) on any day beyond the Questacon Casual Employee's or Designated Hours Employee's normal rostered hours of duty on that day; or
 - b) in excess of 37.5 hours per week or an average of 37.5 hours per week over a cycle of shifts.
61. The penalty rates set out in clause 59 are not paid for overtime.
62. Where a Questacon Casual Employee or Designated Hours Employee works overtime, the Questacon Casual Employee or Designated Hours Employee will be paid (in addition to the loading under clause 52) an additional loading of:
 - Monday to Friday, first three hours – 25% of their ordinary time rate;
 - Monday to Friday, after three hours – 75% of their ordinary time rate;
 - Saturday and Sunday – 75% of their ordinary time rate;
 - Public holiday – 125% of their ordinary time rate.
63. Questacon's 'public facing' Casual Employees will be entitled to a 15 minute paid break every four hours. A Questacon 'public facing' Casual Employee who is rostered for five hours or more will be required to take an additional unpaid 30 minute break.

Allowances

64. Provisions relating to allowances and similar conditions are set out in this Agreement. More detailed guidance on the allowances referred to in this section is available in the Department's policies and procedures relating to allowances.

Higher duties allowance

65. An Employee may be assigned to temporarily perform duties at a higher Designation level.
66. Where the period of work at a higher Designation (in one or more positions) is expected to be a continuous period of two weeks or more (whether or not that expectation is realised), higher duties allowance will be payable for the entire period worked at the higher level, from commencement of the period, excluding Questacon's 'public facing' Employees who will receive higher duties allowance in respect of any period during which the Employee is assigned to perform the duties of a higher Designation.
67. Where the period of work is not expected to be for two weeks or more, but for whatever reason does extend to two weeks or more, higher duties allowance will be payable for the entire period worked at the higher level, backdated to commencement of the period.
68. An Employee whose continuity is broken only due to approved part-time hours will be considered to have fulfilled the requirement for two weeks working at the higher Designation, provided that all attendance for duty is at the higher Designation for a period of two weeks or more.

69. An Employee who is assigned to perform all the duties of a higher Designation under clauses 66 or 67 will be paid at the minimum salary point for the higher Designation unless the Secretary determines otherwise.
70. Where an Employee is assigned to temporarily perform part of the duties of a higher Designation under clauses 66 or 67, the Secretary may determine the amount of higher duties allowance payable.
71. Any higher duties that will be performed for a period of 12 months or more will be subject to a merit selection process. More detailed guidance on selection processes is available in the Department's policies and procedures.

Ministerial support allowance

72. Where an Employee is required to provide temporary relief support to employees of a Minister, the Employee will be entitled to be paid an allowance in accordance with the table at Schedule 2.
73. The allowance will be paid on a pro rata basis for every day or part day that the Employee is required to provide relief.
74. The period of support must not extend beyond 12 weeks.

Health and safety representative, first aid officer and warden allowances

75. Where an Employee is appointed as a First Aid Officer, Health and Safety Representative or Warden, and the Employee continues to demonstrate skills, knowledge and commitment to their role, a fortnightly allowance will be paid in accordance with the table at Schedule 2.
76. Where an Employee undertakes more than one of these roles they will not be entitled to payment of more than one allowance. In this circumstance, the highest applicable rate of allowance will be paid.

Departmental liaison officer allowance

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

Motor vehicle allowance

78. The Secretary may authorise an Employee to use a private motor vehicle owned or hired by that Employee for official purposes where it will result in greater efficiency, or result in a lesser expense for the Commonwealth. In those circumstances the Employee will be paid in accordance with the rates set by the Australian Taxation Office.

Loss or damage to clothing or personal effects

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

Healthy Lifestyle subsidy

80. The Department actively promotes Employee activities that lead to a healthy lifestyle. A subsidy of \$200 for ongoing Employees, and Non-Ongoing Employees with at least 12 months' continuous service is available per financial year on production of receipts for expenses incurred for health related lifestyle expenses. Casual Employees will be entitled to claim the subsidy following each 12 month period of service.
81. More detailed guidance on the subsidy is available in the Department's policies and procedures.

Travel assistance

82. More detailed guidance on official travel within Australia is available in the Department's policies and procedures regarding Official Domestic Travel as well as the Domestic Travel Instructions included in the Secretary's Accountable Authority Instructions made under the *Public Governance, Performance and Accountability Act 2013*.
83. Allowances and conditions for Employees undertaking overseas travel are contained in the Official Overseas Travel instructions included in the Secretary's Accountable Authority Instructions made under the *Public Governance, Performance and Accountability Act 2013*.
84. While travelling on official business, Employees will be entitled to use their Commonwealth credit card (or approved payment system) to pay for expenses related to accommodation, meals, incidental expenses and transport, without personal expense or monetary gain.
85. Official travel means travel that requires the Employee to be absent overnight, or where the duration of the travel is 10 hours or more on a single day.
86. Any expenditure incurred while travelling must be in relation to official travel only and not of a personal nature.
87. Where an Employee will be absent overnight on official business, an Employee's Manager may approve \$60 per night for reasonable expenses incurred while staying privately, provided approval is obtained prior to travel and no accommodation is charged for that night's absence.
88. Employees may seek reimbursement for expenditure that cannot be reasonably purchased with the Commonwealth credit card during official travel. Up to \$20 for each day will be automatically considered reasonable, however Employees will be required to provide evidence of all expenditure to their Manager's satisfaction.
89. Employees may seek reimbursement for unavoidable additional expenses incurred due to official travel. These expenses must be incurred at the traveller's home base and, other than in exceptional circumstances, must be approved prior to the travel being undertaken.
90. The Secretary may approve payment of a cash advance to meet reasonable accommodation, meal and incidental expenses in exceptional circumstances. This may include travel to remote localities or areas that do not accept the Commonwealth credit card. The Employee will be required to acquit the advance on return from travel.
91. Unless agreed otherwise by the Secretary and the Employee, business class travel will be the normal class of travel used for official overseas travel, where available.
92. Where an Employee travelling for business takes personal/carer's leave and is unable to return home, the Employee is entitled to continue to have their expenses met for the period of the approved travel.

Excess travelling time

93. Excluding where travel is a part of an Employee's normal duties, an Employee up to and including APS Level 4 (and equivalent Designations), who is travelling or on duty away from the Employee's usual place of work, will be compensated for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of their usual hours of duty for the day. The Employee will also be compensated for the time elapsing between time of departure from home and commencement of duty at the Employee's usual place of work, and the time elapsing between time of ceasing duty at the Employee's usual place of work and arrival at home.
94. The rate of payment or time off in lieu will be single time on Monday to Saturday (inclusive) and time and a half on Sundays and Public Holidays. Time off in lieu arrangements are to be agreed with the Employee's Manager prior to undertaking travel.

Relocation

95. Where an Employee is relocated at the Department's initiative or an Employee is relocated at the Department's request, the Department will meet all reasonable costs associated with the relocation as determined by the Secretary on a case by case basis. More detailed guidance on relocation assistance is available in the Department's policies and procedures relating to relocation.
96. Where an existing Employee's relocation is initiated by the Department and is either permanent or for period of at least 12 months, they will be entitled to a non-acquitable taxable one-off lump sum payment of \$550 for Employees without dependants or \$1100 for Employees with dependants to cover miscellaneous expenditure associated with the relocation.

Remote localities assistance

97. Where an Employee is engaged or relocated to a remote or isolated locality, the assistance provided will be determined on a case by case basis. The monetary value of any assistance to be provided to an Employee will be no less than the monetary value of the remote localities assistance the Employee would be entitled to under the Australian Public Service Enterprise Award 2015. More detailed guidance on remote localities assistance is available in the Department's policies and procedures.
98. Employees who were in receipt of remote localities assistance immediately prior to the commencement of the Agreement will continue to receive that entitlement while they remain in their current localities.

Overtime and overtime meal allowance

Overtime

99. An Employee may be required to work reasonable overtime subject to the conditions below.
100. Except in accordance with clauses 101 to 104 (inclusive), overtime does not apply to Questacon Employees who are rostered to work on Saturday, Sunday or public holidays.
101. Overtime is only to be worked at the prior direction of the Manager or, if the circumstances do not permit prior direction, subsequent approval in writing by the Manager will be required before payment is made.
102. Executive level 1 and 2 Employees are not eligible for overtime payments except in exceptional circumstances as determined by the Secretary.
103. APS level 1 – 6 Part-Time Employees who are directed to work outside their agreed daily hours for any particular day are entitled to overtime payments.
104. Overtime is payable (excluding meal breaks) where an Employee is required to work additional hours:
 - a) outside the bandwidth (or inside the bandwidth where the Employee has worked in excess of their standard ordinary hours on that day); or
 - b) outside the agreed daily hours for any particular day.
105. Any time claimed for flextime purposes cannot be claimed as overtime and time claimed for overtime cannot be claimed as flextime.

Overtime rates

106. The rates payable for overtime are as follows:
 - Monday to Saturday: time and a half for the first three hours each day and double time thereafter.

- Sunday: double time.
 - Public holidays and Easter Saturday where it is not declared or prescribed as a public holiday: Double time and a half, calculated as follows:
 - Duty during standard hours (see clauses 202 to 204 inclusive) will be paid at time and a half in addition to the normal salary payment for the day.
 - Duty outside standard hours will be paid at double time and a half.
107. When overtime is not continuous with ordinary duty the minimum payment will be four hours.
108. Where overtime is not continuous with ordinary duty and involves duty both before and after midnight, the minimum payment provisions will be satisfied when the total payment equals or exceeds the minimum payment for one day (i.e. four hours overtime).
109. Where a higher overtime rate applies to one of the days, payment for the whole period will be calculated at the higher rate.
110. The rate of overtime includes any allowances being paid as salary.
111. Where more than one attendance is involved in a day, only one minimum overtime payment will be payable.
112. Where an Employee works on a Saturday, Sunday, public holiday or overtime on any other day, they will be entitled to an eight hour break (plus reasonable travelling time) before recommencing work without incurring any loss of pay.
113. Where the break detailed in clause 112 is not possible due to operational reasons, the Employee (excluding executive level 1 and 2 and equivalents unless approved by the Secretary) will be paid double time for the next period of work until the Employee has had an eight hour break (plus reasonable travelling time).
114. Employees may take time off in lieu (**TOIL**) of payment for overtime. The period of TOIL will be at the same rate as the applicable overtime rate. TOIL may be taken at any time subject to a Manager's approval.

Overtime meal allowance

115. Where an Employee works overtime to the end of or beyond a meal allowance period, they will receive a meal allowance of \$27.50.
116. Meal allowance periods are:
- 7.00 am to 9.00 am;
 - 12 noon to 2.00 pm;
 - 6.00 pm to 7.00 pm; and
 - Midnight to 1.00 am.

Emergency duty

117. Where an Employee is recalled to duty to address an emergency and no notice of such a recall was given to the Employee before ceasing ordinary duty, they will be paid at the overtime rate for the period of the emergency duty, subject to:
- a one hour minimum payment when work is performed without the necessity to travel to the workplace; or
 - a two hour minimum payment including travel time if work is required to be performed at the workplace.
118. Where an Employee performs emergency duty for more than three hours (excluding travelling time) the Employee will be entitled to an eight hour break (plus reasonable travelling time) before recommencing work without incurring any loss of pay.

119. Where this break is not possible, due to operational reasons, the Employee (excluding executive level 1 and 2 and equivalents unless approved by the Secretary) will be paid double time for the next period of work until the Employee has had an eight hour break (excluding travelling time).
120. The provisions relating to emergency duty will not apply where an Employee is recalled to duty while subject to the restriction duty provisions at clauses 121 to 124 (inclusive) of this Agreement.

Restriction duty

121. Where the Secretary requires an Employee to remain contactable and available to perform extra duty outside the Employee's standard hours of duty the Employee will be paid a restriction allowance.
122. Restriction allowance:
- is payable whether or not the restricted Employee is required to perform duty outside their standard hours of duty;
 - is only paid up to the maximum of the salary rate of the APS level 6 classification;
 - will be paid at the rate of 10% of salary (salary includes any allowances paid as salary);
 - is not paid during any periods of overtime or emergency duty; and
 - will not be paid if the Employee is not contactable.
123. An alternative rate of restriction allowance may be determined by the Secretary having regard to the circumstances of the restriction situation.
124. Where a restricted Employee is required to perform duty, they will be paid overtime subject to:
- a one hour minimum payment when work is performed without the necessity to travel to the workplace; or
 - a two hour minimum payment including travel time if work is required to be performed at the workplace.

Part C – PEOPLE MANAGEMENT

Performance management

125. All Employees, excluding those in a Training position, are required to participate in the Department's performance management process.
126. Employees must be performing duties for at least six months of a financial year to be eligible for salary advancement under clauses 42 to 43 (inclusive), excluding periods of parental leave under clauses 158 to 169 (inclusive) or other exceptional circumstances approved by the Secretary.
127. Employees who are engaged by or promoted in the Department between 1 January and 30 June in a year will not be eligible for salary advancement under clauses 42 to 43 (inclusive) in that year unless the Secretary determines otherwise.
128. Where an Employee is in receipt of higher duties immediately preceding a promotion, the qualifying period for the purposes of clause 126 will commence on the date the period of higher duties commenced.

Managing underperformance

129. Underperformance will be managed in accordance with the Department's policies and procedures relating to underperformance and against agreed criteria. These procedures are not to be used to address misconduct. The Department's policy and procedures relating to the Code of Conduct are to be used in those cases. Employees on probation are also excluded from the policies and procedures relating to managing underperformance.
130. Where individual Employees are assessed as having not met agreed performance expectations and have been unable to demonstrate improved performance within a reasonable time, their performance will be formally reviewed. The Department will give those Employees the opportunity and appropriate assistance to improve their performance. Where Employees are unable to demonstrate improved performance within a reasonable period of formal review, the Department may move those Employees to more suitable employment either at level or at lower levels or terminate their employment.
131. The period in which an Employee's performance is to be formally assessed shall be not less than one month and not longer than two months. This assessment may be undertaken by the Employee's manager or, where requested by the Employee and approved by the Secretary, an appropriate person from outside the immediate work area.

Studies assistance

132. Financial assistance and paid leave will be provided to Employees to undertake approved university or other approved courses of study, as outlined in the Department's policies and procedures. Employees will be granted up to eight hours paid leave per week to attend mandatory course related activities that are scheduled during business hours. Paid leave will be granted to attend exams as outlined in the Department's policies and procedures.

Rewards and recognition

133. The Department encourages rewards and recognition, including department-wide measures and a framework for divisions to undertake further initiatives. These arrangements provide the flexibility to deliver rewards and recognition at appropriate times.

Employee assistance program

134. The Employee Assistance Program (**EAP**) is a confidential service to help Employees deal with personal problems that may affect their work performance and wellbeing. The Department

provides the EAP service free of charge to all Employees and their Immediate Families. Details of the EAP provider are provided on iCentral.

Part D – LEAVE

135. More detailed guidance on leave entitlements is available in the Department's policies and procedures relating to leave.
136. Unless determined otherwise by the Secretary, unpaid leave of any kind does not count for service for any purpose, other than:
 - a) unpaid leave for defence reserves purposes as outlined in clauses 191 and 192;
 - b) unpaid leave which counts for long service leave purposes in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - c) unpaid community service leave which counts for service unless restricted by legislation; and
 - d) unpaid compassionate leave taken by Casual Employees in accordance with clause 146.
137. Where an ongoing Employee joins the Department from another Commonwealth department or agency subject to the *Public Service Act 1999*, an employer subject to the *Parliamentary Service Act 1999* or from the ACT Government Service, accrued recreation and personal/carer's leave (however described) will be transferred or recognised, provided there is no break between the Employee's service with their former employer and the Employee commencing work in the Department.

Personal/carer's leave

138. Employees (other than Casual Employees) will progressively accrue 18 days paid personal/carer's leave for each year of service.
139. Unused personal/carer's leave will accrue from year to year but will not be paid out on cessation or separation.
140. Personal/carer's leave may be taken for the following purposes:
 - a) a personal illness or injury; or
 - b) to provide care or support to a member of the Employee's Immediate Family, or a person living in their household, due to a personal illness/injury or unexpected emergency affecting an Immediate Family member or a person living in their household.
141. Part-Time Employees will accrue personal/carer's leave on a pro rata basis.
142. Employees will not be entitled to take paid personal/carer's leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.
143. Where an Employee, including a Casual Employee, does not have an entitlement to paid personal/carer's leave, they will be entitled to two days unpaid leave on each occasion when a member of the Employee's Immediate Family or a person living in their household, requires care or support for a reason described in clause 140.
144. The Secretary may approve an Employee taking personal/carer's leave at half pay in exceptional circumstances. When leave is taken at half pay, leave is deducted at half the rate (or twice the period of absence is provided).

Compassionate leave

145. Employees (other than Casual Employees) are entitled to two days paid compassionate leave on each occasion where a member of the Employee's Immediate Family or a person living in their household:
- a) contracts or develops a personal illness that poses a serious threat to their life; or
 - b) sustains a personal injury that poses a serious threat to their life; or
 - c) dies.
146. Casual Employees are entitled to two days unpaid compassionate leave on each occasion described in clause 145.
147. Use of compassionate leave does not preclude the use of other approved leave to extend the period of absence.

Reporting absences and supporting evidence

148. An Employee who is unable to attend for duty must advise their Manager as soon as reasonably practicable. Failing to do so may result in the Employee's absence being treated as an unauthorised absence.
149. Employees are required to provide supporting evidence for applications of personal/carer's or compassionate leave where:
- a) the absence exceeds three consecutive days;
 - b) the Employee is absent for nine days or more in total in a 12 month period, without providing supporting evidence; or
 - c) otherwise directed by the Secretary.
150. Supporting evidence is evidence that would satisfy a reasonable person that the leave was taken for a permitted reason. This would generally be either a medical certificate, other relevant evidence or a statutory declaration.
151. On occasions, where an Employee has a known circumstance that may require regular absences, the Employee's Manager may determine that additional evidence is not required for an absence that would otherwise meet the criteria set out in clause 149.

Recreation leave

152. Full-time Employees will progressively accrue four weeks paid recreation leave for each year of service. Recreation leave may be accessed at any time subject to a Manager's approval. A Manager will not unreasonably refuse a request to take recreation leave.
153. Part-Time Employees will receive a pro rata credit based on the number of days/hours worked.
154. Employees with more than 40 days accrued recreation leave may be directed to take up to 25% of their accrued leave.
155. Employees may also access recreation leave where they would be entitled to access personal/carer's leave under clauses 140 to 144 (inclusive) but their personal/carer's leave credits have been exhausted.
156. Employees may elect to take recreation leave at half pay subject to their Manager's approval. When leave is taken at half pay, leave is deducted at half the rate (or twice the period of absence is provided).
157. Employees may, with the agreement of their Manager, cash out accrued recreation leave provided that:

- a) an Employee cannot cash out recreation leave if the cashing out would result in the Employee's remaining accrued entitlement to paid recreation leave being less than four weeks;
- b) each cashing out of a particular amount of recreation leave must be by a separate agreement in writing between the Department and the Employee;
- c) the Employee be paid the full amount that would have been payable to the Employee had the Employee taken the leave.

Parental leave

158. An Employee entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, will be entitled to two weeks additional paid leave (inclusive of public holidays).
159. Employees who adopt or foster a child and who have or will have responsibility for the care of the Adopted Child or foster child, are entitled to up to 52 weeks of unpaid leave (inclusive of any entitlement to unpaid parental leave under the *Fair Work Act 2009*). An Employee who has completed at least 12 months' continuous service in the APS and is the Primary Caregiver for the child, is entitled to take up to the first 14 weeks as paid leave.
160. Leave in accordance with clause 159 is available from one week prior to the date of placement of the child and may be taken in one block or as separate absences over a period of time at the discretion of an Employee's Manager.
161. Employees are entitled to leave in accordance with clause 159 when the child:
- a) is under 16 years of age
 - b) has not, or will not have, lived continuously with the Employee (or the Employee's Spouse) for a period of six months or more as at the day (or expected day) of placement
 - c) is not (otherwise than because of the adoption or the valid domestic surrogacy arrangement) a child of the Employee or the Employee's Spouse/partner.
162. Documentary evidence of the parenting arrangements must be submitted when applying for parental leave in accordance with clause 159. In relation to a domestic surrogacy arrangement, an Employee will not be entitled to leave under clause 159 until such time as they provide the Department with evidence of a Parentage Order.
163. An Employee who has not provided a Parentage Order is entitled to take other forms of leave available to them, with the exception of leave provided for in clause 168. Where the Employee has taken other forms of paid leave, and the Employee subsequently provides a valid Parentage Order, the Employee is entitled to have the other forms of paid leave re-credited up to a total of 14 weeks.
164. Employees who are eligible for paid parental leave under clause 158 or 159 may elect to have the payment for that leave spread over a maximum of 28 continuous weeks at a rate no less than half normal salary. Only the first 14 weeks will count as service.
165. On ending the initial 52 weeks of parental leave, Employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.
166. Unless otherwise provided by law, unpaid parental leave will not count as service for any purpose.
167. Periods of paid and unpaid parental leave are inclusive of public holidays and will not be extended because a public holiday (or Christmas closedown) falls during that period. On ending parental leave, Employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the *Fair Work Act 2009*.

168. An Employee with less than 12 months qualifying service who is eligible for unpaid parental leave (including leave provided by clause 159) will be entitled to four weeks (inclusive of public holidays) of parental leave with pay provided the total period of paid maternity/parental leave provided for under this Agreement and the *Maternity Leave (Commonwealth Employees) Act 1973* will not exceed 14 weeks.
169. Employees will be entitled to unpaid parental leave in accordance with the *Fair Work Act 2009* and the *Maternity Leave (Commonwealth Employees) Act 1973*.

Supporting Partner leave

170. An Employee (other than a Casual Employee) will be entitled to four weeks paid supporting partner leave (inclusive of public holidays) within 12 months of the birth of their child, the birth of their Spouse's child or upon the adoption or Fostering of a child by their Spouse. Employees accessing, or who have accessed parental leave in accordance with clauses 158 to 169 (inclusive) are not eligible for paid supporting partner leave with respect to that child. Employees may elect to take supporting partner leave at half pay. When leave is taken at half pay, leave is deducted at half the rate (or twice the period of absence is provided).

Primary Caregiver Leave

171. Where an Employee produces evidence that they have become the Primary Caregiver of a child who is under six years of age, the Employee will be entitled to a one off grant of two weeks paid leave (inclusive of public holidays) to be taken in one block within 12 months of becoming the Primary Caregiver.
172. Employees who have previously accessed maternity leave, adoption leave or Fostering leave in respect to the child referred to in clause 171 will not be eligible for Primary Caregiver leave.

Family and Domestic Violence

173. Leave is available to Employees experiencing Family and Domestic Violence, or to provide support to a member of their Immediate Family who is experiencing Family and Domestic Violence.
174. Employees can apply for paid or unpaid 'other' leave or utilise personal/carers leave (in accordance with clauses 138 to 144 and clause 187) to cover absences for the purpose of, but not limited to:
- a) illness or injury resulting from Family and Domestic Violence;
 - b) providing care or support to a family or household member who is ill or injured as a result of Family and Domestic Violence;
 - c) providing care or support to a family or household member who is affected by an unexpected emergency as a result of Family and Domestic Violence;
 - d) attending appropriate medical and/or counselling appointments relating to Family and Domestic Violence;
 - e) obtaining legal advice relating to Family and Domestic Violence;
 - f) attending court hearings relating to Family and Domestic Violence;
 - g) attending police appointments relating to Family and Domestic Violence;
 - h) attending to urgent issues arising through property damage that is a consequence of Family and Domestic Violence;
 - i) accessing alternative accommodation as a consequence of Family and Domestic Violence;
 - j) attending to personal affairs such as arranging new bank accounts as a consequence of Family and Domestic Violence;

- k) arranging alternative childcare or schooling for children as a consequence of Family and Domestic Violence.
- 175. Casual Employees are entitled to access at least five days leave without pay per year in relation to Family and Domestic Violence.
- 176. Where documentary evidence is required for absences related to Family and Domestic Violence, the Manager and Employee will discuss and agree on what evidence is to be provided. This may include statements from the police, courts or a legal representative, or statutory declarations.
- 177. Where an Employee experiencing Family and Domestic Violence does not feel comfortable discussing their absence with their Manager, they may contact the People and Planning Branch who can authorise the absence. A person acting on behalf of an Employee may also contact the Employee's Manager or the People and Planning Branch to advise them of an absence under this clause.
- 178. These provisions apply in addition to any entitlements available under the NES.

Purchased leave

- 179. Employees will have access to the purchased leave scheme which provides for access to up to 10 weeks additional leave in any 12 month period. Employees may only request to purchase leave credits once within a 12 month period. Payment for the leave will be deducted over the course of 26 pay periods or a reduced period if the Employee requests (**Repayment Period**). Leave must be taken before the end of the Repayment Period and is subject to Manager's approval.
- 180. At the end of the Repayment Period, or when an Employee ceases employment with the Department, purchased leave credits and payments will be reconciled and payments recovered, or refunded as appropriate. Payments will be reconciled on the basis of the value of leave taken, with no cost to the Department. Unused purchased leave credits are not transferable between agencies.

Long service leave

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

Cultural/ceremonial leave

- 183. The Department recognises the importance of cultural, religious and ceremonial events and encourages Employees to take part in significant activities associated with their culture, ethnicity or religion.
- 184. Aboriginal and Torres Strait Islander Employees will have access to up to five days paid leave in a calendar year to participate in ceremonial activities and meet cultural obligations, including NAIDOC activities.
- 185. An Employee will have access to up to two days paid leave per annum to attend activities described in clause 183 above.
- 186. Further information is outlined in the Department's policies and procedures.

Other leave

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

Unauthorised absences

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

Community service leave

189. Employees are entitled to paid leave for the purposes of engaging in community service activities, including jury service and emergency management activities in accordance with the *Fair Work Act 2009*.
190. Leave for community service personnel for emergency services duties encompasses leave for required regular training, all emergency services responses, reasonable recovery time, reasonable travel time and ceremonial duties. Employees required to attend court as a juror will be entitled to paid leave for the entirety of the jury service.

Defence reserves leave

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

War service sick leave

197. Employees may be eligible for war service sick leave while unfit for duty because of a war-caused condition. This leave will be administered in accordance with Schedule 5.

Public holidays

198. Employees are entitled to public holidays in accordance with the *Fair Work Act 2009*. An Employee who is absent on a day or part-day that is a public holiday will be paid salary as if that day were not a public holiday, except where the Employee would not normally have worked on that day.
199. Where a public holiday falls during a period when an Employee is absent on leave (other than recreation leave or paid personal/carer's leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment is at half pay).

Christmas Closedown

200. Employees are entitled to three days of paid leave in the period between Christmas Day and New Year's Day without being required to use their recreation or other leave credits. These three days will be treated as public holidays for the purposes of pay where an Employee is required to work on one or more of these days except as outlined in clause 201.
201. Questacon may roster Employees who work Designated Hours or Casual Employees to work on one or more of the days referred to in clause 200, however only 27 December will be treated as a public holiday for the purposes of determining pay for an Employee required to work on that day.

Part E - WORKING FLEXIBLY

Hours of work

202. The standard ordinary hours of duty for full-time Employees (other than Designated Hours Employees) covered by this Agreement will be 37.5 hours per week. The standard working day is 7 hours and 30 minutes. Part-Time Employees' standard ordinary hours of duty are those agreed in their part-time work agreement.
203. Designated Hours Employees will work an average of 37.5 hours per 7 days (Monday to Sunday) over a four week settlement period.
204. For health and safety reasons Employees should not work more than 10 hours ordinary duty on any one day unless specifically approved by their Manager to do so; nor should Employees work more than five consecutive hours without at least a 30 minute break.
205. Where an Employee is required to work abnormally long hours (including due to travel requirements) and are not eligible for overtime payment or to use flextime provisions, some TOIL of extra hours may be permitted by Managers.

Flexible working hours

206. The bandwidth for ordinary hours will be from Monday to Friday (other than on public holidays and other days which are not working days for the Department's Employees) and:
 - a) For NMI Employees—7.00 am to 9.00 pm;
 - b) For Questacon Employees—7.00 am to 10.00 pm; and
 - c) For all other Employees—7.00 am to 7.00 pm.
207. All Employees up to and including APS level 6 (and equivalent Designations) will have access to flextime to allow them to plan their work hours subject to them not carrying:
 - a) a flextime debit of more than 10 hours; or
 - b) a flextime credit of more than one standard working week from one settlement period to the next.
208. The Secretary may withdraw an Employee's access to flextime:
 - a) where there is insufficient work; or
 - b) due to operational requirements; or
 - c) where an Employee does not adhere to the flextime requirements; or
 - d) where an Employee's Manager considers the Employee's attendance is unsatisfactory.
209. More detailed guidance is available in the Department's policies and procedures relating to flexible working hours. Working flexible hours could include variations in attendance times and short term absences (TOIL) without the need for a leave application.

Part-time work and/or job sharing

210. Employees will have access to part-time work and job share arrangements in appropriate circumstances. The specified weekly hours for Part-Time Employees can be any number of hours less than full-time hours, and will be a minimum of three consecutive hours on any day (or an alternative period agreed by the Secretary and the Employee).
211. Regular hours included in part-time work agreements must be within the bandwidth hours specified in clause 206. However, ongoing Part-Time Employees will be able to access more flexible working hours with the approval of their Managers.
212. More detailed guidance on part-time work and job share arrangements is available in the Department's policies and procedures relating to part-time work.
213. All Employees returning from a period of leave that is coupled with the birth, adoption or Fostering of a child will be guaranteed part-time work up to the child's sixth birthday.
214. The Secretary may approve part-time work arrangements for parents who do not otherwise meet the requirements of clause 213 up to the child's sixth birthday. Applications for part-time work arrangements for such parents will only be refused on the basis of genuine operational reasons.

Family assistance arrangements

215. The Department will provide a vacation child care subsidy on production of a receipt from an accredited school holiday program provider in the amount of \$28 per day, or \$14 per half day, per primary school age child on days the parent(s)/guardian(s) attends work. Where more than one carer is employed by the Department, the subsidy will only be paid when both attend work.
216. The Department will provide additional family assistance as follows:
 - a) Employees who are breastfeeding shall be provided with the facilities and support necessary. Employees taking lactation breaks will be considered on duty; and
 - b) women in their third trimester will be provided with a car park or alternative arrangements where agreed between the Employee and their Manager; and
 - c) Employees will have access to a work/life information and referral service that provides information on options for child care, elder care and care for dependants with a disability.
217. Further details are set out in the Department's policies and procedures.

Remote working

218. The Secretary may agree to an Employee working remotely on a regular, temporary or intermittent basis. Further details can be found in the Department's policies and procedures relating to remote working.

Part F – SEPARATION OF EMPLOYMENT

Notice of resignation

219. An Employee will, where practicable, provide a minimum of two weeks' notice of their intention to resign or retire from the APS, unless otherwise agreed by their Manager.

Death of an Employee

220. Where an Employee dies whilst employed by the Department, the Secretary will, subject to relevant laws, authorise payment to the estate or other authorised person of the amount to which the former Employee would have been entitled had the Employee resigned or retired.

Redeployment and redundancy

221. Clauses 221 to 256 (inclusive) do not apply to Non-Ongoing Employees, Casual Employees or ongoing Employees who have been employed for less than six months.

222. An Employee is an excess Employee if:

- a) the Employee is part of a class of Employees that is larger in size than is necessary for the efficient and economical working of the Department; or
- b) the services of the Employee cannot be effectively used because of technological or other changes in work methods or changes in the nature, extent or organisation of the functions of the Department; or
- c) the duties usually performed by the Employee are to be performed in a different locality and the Employee is not willing to perform the duties at the other locality and the Secretary has determined that these provisions will apply to that Employee.

Consultation

223. When the Secretary is aware that an Employee is likely to become excess, the Secretary will advise the Employee in writing.

224. The Secretary will hold discussions with the Employee and, if the Employee chooses, with their representative, to outline reasons they may become excess and to consider:

- a) measures that could be taken to avoid the situation, including job swaps and redeployment at or below level within the Department or within the APS; and
- b) the availability of support and assistance for career planning and training; and
- c) whether a voluntary redundancy might be appropriate.

225. The Secretary will not involuntarily terminate an excess Employee where there is another Employee doing the same work at the same level who is seeking a voluntary redundancy and the excess Employee can demonstrate a suitable capability.

226. At least four weeks after advising the Employee that they are likely to become excess under clause 223, the Secretary may advise the Employee in writing that they are an excess Employee and invite them to accept a voluntary redundancy. The Employee and the Secretary may agree to a shorter period.

227. The Employee will have a further four weeks to consider and accept an offer of a voluntary redundancy (referred to as the consideration period), commencing from the date of notification under clause 226, which may only be shortened at the Employee's request.

228. Where the Employee chooses to shorten the consideration period outlined in clause 227, the Employee will be paid in lieu for the unexpired portion of the four week period at the date of termination of the employee's employment.

229. Where an offer of a voluntary redundancy is accepted, the Secretary may proceed to give notice of termination of employment under subsection 29(3)(a) of the *Public Service Act 1999*.
230. As soon as possible within the process of identifying an Employee as potentially excess but, in any event, no later than making the offer of voluntary redundancy in accordance with clause 226, the Secretary must give an Employee the following information:
- a) a point of contact for individual queries;
 - b) the amount of severance pay, pay in lieu of notice and leave credits;
 - c) how to ascertain information on superannuation entitlements upon voluntary redundancy;
 - d) options open to the Employee in relation to superannuation;
 - e) taxation rules applying to payments to the Employee;
 - f) assistance with identifying redeployment opportunities; and
 - g) information on how to access opportunities for training or career planning.

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

231. Potentially excess and excess Employees can access reimbursement up to a maximum of \$650 for the purpose of seeking financial advice.
232. An excess Employee:
- a) can access up to \$5,000 for payment of external services or training opportunities that would be expected to enhance the employment prospects of Employees. The Secretary may approve a higher amount having regard to the particular circumstances of the excess Employee; and
 - b) will be considered first and in isolation from, and not in competition with, other applicants who are not excess for an advertised vacancy to which the Employee seeks transfer but only at or below the Employee's level; and
 - c) will be funded for up to 3 months for suitable trial placements in another organisation including private sector organisations where there is an identifiable opportunity for permanent placement and no job swap arrangement is involved. An individual Employee may undertake more than one trial placement; and
 - d) may be reassigned to a job with a lower classification if a suitable vacancy does not exist at the same level within the Department. If this occurs, the Employee will be entitled to income maintenance during the redeployment period to maintain their level of salary.
233. Only one offer of voluntary redundancy will be made to the excess Employee during a particular redundancy process.

Severance pay

234. An Employee who accepts a voluntary redundancy is entitled to the following severance pay:
- a) two weeks' salary for each completed continuous year of service; and
 - b) a pro-rata payment for each completed continuous month of service since the last completed year of service
- subject to clause 235 and any entitlement under the NES.
235. The minimum amount of severance pay is an amount equal to four weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.
236. Severance pay is calculated on a pro-rata basis for any period of service when the Employee worked part-time.

237. Severance pay includes higher duties allowance if the Employee was entitled to receive that allowance for a continuous period of at least one year immediately before the Employee was given an offer of a voluntary redundancy and other allowances which are paid during periods of recreation leave, excluding allowances which are a reimbursement for expenses incurred.

Service for severance pay purposes

238. Service for severance pay purposes means:
- a) service in the Department: or
 - b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*; or
 - c) service with a Commonwealth body (other than service with a joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
 - d) service with the Australian Defence Forces; or
 - e) APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; or
 - f) service in another organisation where an Employee moved from the APS to that organisation with a transfer of function or where an Employee engaged by the organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.
239. For earlier periods of service to count, there must be no breaks between the periods of service except where:
- a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the Employee before ceasing employment with the preceding employer; or
 - b) an Employee resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

Service not to count for severance pay purposes

240. Any period of service which ceased pursuant to subsection 29(3) or 29(4) of the *Public Service Act 1999* or the equivalent previous provisions of the superseded *Public Service Act 1922*, or an equivalent provision under other Commonwealth legislation, including termination of employment with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit, will not count as service for severance pay purposes.
241. Absences from duty which do not count as service for long service leave purposes will not count as service for severance pay purposes.

Redeployment

242. An excess Employee who does not accept an offer of voluntary redundancy after four weeks, will be entitled to the following period to seek redeployment.
- a) six months where an Employee has 20 or more years of service or is over 45 years of age; or
 - b) four months for other Employees.
243. If an Employee is entitled to a redundancy payment under the NES, the redeployment period at clause 242 will be reduced by an amount equivalent to the Employee's redundancy entitlement under the NES.

244. Where an excess Employee's employment is terminated during or at the end of the redeployment period (as adjusted by clause 243) they will be paid redundancy pay in accordance with the NES.
245. The intention of the redeployment period is to enable excess Employees to be reassigned within the APS or to find other suitable employment. Consistent with this intention, during the redeployment period:
- a) the Department will continue to provide and resource career transition services and support, and take all reasonable steps to move an excess Employee to a suitable vacancy, including to another agency, and to support placements outside the APS consistent with this Agreement; and
 - b) Employees will take all reasonable steps to secure permanent re-assignment or placement.

Leave and expenses to seek employment

246. An Employee will be entitled to reasonable paid leave to attend necessary employment interviews, from the date the Employee is deemed an excess Employee.
247. Where expenses to attend interviews are not met by the prospective employer, the Employee will be entitled to reasonable travel and incidental expenses incurred.

Leave during redeployment period

248. The Secretary will extend the redeployment period for periods of absence on leave for personal illness or injury that are supported by appropriate evidence or paid or unpaid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* including the additional two weeks of paid leave provided under clause 158 during the redeployment period where the period of absence exceeds one week. The redeployment period will not be extended for other absences except where the Secretary considers that there were compelling reasons for taking such leave and the Employee's ability to participate in the redeployment process has been significantly affected by the absence.
249. Where it is necessary as a result of reassignment or reduction in classification for an excess Employee to move the Employee's household to a new locality, the Employee will be entitled to reimbursement of reasonable expenses.

Involuntary termination after redeployment period

250. The employment of excess Employees who have not been permanently redeployed at the end of the redeployment period may be terminated without their consent. Termination of employment will take effect at the end of the redeployment period (and as adjusted by clause 243).
251. An Employee whose employment is to be involuntarily terminated after unsuccessful redeployment will be provided with relevant financial information at the time the Secretary issues the 'notice of termination of employment'.
252. In deciding whether to terminate the employment of an excess Employee, the Secretary will take into account of any redeployment process that may be in progress.
253. Where an Employee's employment is to be terminated at the end of a redeployment period the period of notice will, as far as practicable, be concurrent with the redeployment period.

Reduction in classification

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

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

Reviews

256. Rights of review against the giving of notice of reduction in classification are described in the Department's policies and procedures. Rights of review against the giving of notice of redundancy will be in accordance with the termination of employment provisions of the *Fair Work Act 2009*.

Notice of termination

257. An Employee's employment may be terminated by the Secretary giving the Employee the required notice of termination of employment under section 29 of the *Public Service Act 1999*. The notice period will be four weeks (or five weeks if the Employee is over 45 years old and has at least five years' continuous service).
258. The Secretary may terminate the employment of an Employee before the end of the notice period. If this occurs, a payment in lieu of notice will be made for the unexpired portion of the notice period.

Agreement not to prevent other action

259. Nothing in these provisions will prevent the reduction in classification of an Employee, or the termination of an Employee's employment as a result of action under the provisions of the *Public Service Act 1999* relating to breaches of the Code of Conduct, physical or mental incapacity where this impacts on the Employee's ability to perform the inherent requirements of their job, unsatisfactory or non-performance of duties, or loss of essential qualifications.

Signatories

Signed for and on behalf of the Commonwealth as represented by the Department of Industry, Innovation and Science



Date: 20/9/19

Dr Heather Joy Smith
Secretary, Department of Industry, Innovation and Science
Industry House, Binara Street CANBERRA ACT 2601

Bargaining Representative: Community and Public Sector Union



Date: 20/9/19

Full name: Beth Alexandra Vincent-Pietsch, Deputy Secretary

Address: 40 Brisbane Avenue, Barton ACT 2600

Bargaining Representative: Professionals Australia



Date: 20/09/19

Full name: Dale Allan Beasley, Director

Address: 4/7 Napier Close, Deakin ACT 2600

Employee Bargaining Representative:



Date: 20/09/2019

Full name: Caroline Sarah Albany

Address: 58 Mounts Bay Road, Perth WA 6000

SCHEDULE 1 – APS classifications, Department’s Designations & salary rates

For all tables listed in this Schedule:

-----	Indicates a ‘Firm Barrier’ between classifications and Designations
—————	Indicates a ‘Hard Barrier’ between classifications and Designations – full merit process required to cross

Table S1 General stream

General Stream					
Classification	Pay Point	Salary prior to commencement	Commencement	12 months after commencement	24 months after commencement
APS Level 1	1	\$46,823	\$47,759	\$48,714	\$49,688
	2	\$49,262	\$50,247	\$51,252	\$52,277
	3	\$51,350	\$52,377	\$53,425	\$54,494
APS Level 2	1	\$52,962	\$54,021	\$55,101	\$56,203
	2	\$55,930	\$57,049	\$58,190	\$59,354
	3	\$59,078	\$60,260	\$61,465	\$62,694
APS Level 3	1	\$59,476	\$60,666	\$61,879	\$63,117
	2	\$62,045	\$63,286	\$64,552	\$65,843
	3	\$64,488	\$65,778	\$67,094	\$68,436
APS Level 4	1	\$66,756	\$68,091	\$69,453	\$70,842
	2	\$69,394	\$70,782	\$72,198	\$73,642
	3	\$72,059	\$73,500	\$74,970	\$76,469
APS Level 5	1	\$73,419	\$74,887	\$76,385	\$77,913
	2	\$75,412	\$76,920	\$78,458	\$80,027
	3	\$77,461	\$79,010	\$80,590	\$82,202
APS Level 6	1	\$83,660	\$85,333	\$87,040	\$88,781
	2	\$88,590	\$90,362	\$92,169	\$94,012
	3	\$90,725	\$92,540	\$94,391	\$96,279
Executive Level 1	1	\$103,592	\$105,664	\$107,777	\$109,933
	2	\$107,467	\$109,616	\$111,808	\$114,044
	3	\$110,014	\$112,214	\$114,458	\$116,747
Executive Level 2	1	\$124,926	\$127,425	\$129,974	\$132,573
	2	\$131,351	\$133,978	\$136,658	\$139,391
	3	\$134,504	\$137,194	\$139,938	\$142,737

Training positions						
Classification	Industry Designation	Pay Point	Salary prior to commencement	Commencement	12 months after commencement	24 months after commencement
APS Level 1	APS Trainee	1	\$46,823	\$47,759	\$48,714	\$49,688
		2	\$49,262	\$50,247	\$51,252	\$52,277
		3	\$51,350	\$52,377	\$53,425	\$54,494
APS Level 2		1	\$52,962	\$54,021	\$55,101	\$56,203
		2	\$55,930	\$57,049	\$58,190	\$59,354
		3	\$59,078	\$60,260	\$61,465	\$62,694
APS Level 3	Graduate	1	\$59,476	\$60,666	\$61,879	\$63,117

Table S2 Science and technical stream

Science & Technical Stream						
APS Classifications, Local Designations and Salary Rates for roles determined to be incorporated into the Science and Technical Stream						
Classification	Industry Designation	Pay Point	Salary prior to commencement	Commencement	12 months after commencement	24 months after commencement
APS Level 1	S&T1	1	\$43,165	\$44,028	\$44,909	\$45,807
		2	\$47,257	\$48,202	\$49,166	\$50,149
		3	\$51,350	\$52,377	\$53,425	\$54,494
APS Level 2	S&T2	1	\$53,014	\$54,074	\$55,155	\$56,258
		2	\$54,677	\$55,771	\$56,886	\$58,024
		3	\$56,342	\$57,469	\$58,618	\$59,790
APS Level 3	S&T3	1	\$57,868	\$59,025	\$60,206	\$61,410
		2	\$60,166	\$61,369	\$62,596	\$63,848
		3	\$62,458	\$63,707	\$64,981	\$66,281
APS Level 4	S&T4	1	\$64,121	\$65,403	\$66,711	\$68,045
		2	\$65,623	\$66,935	\$68,274	\$69,639
		3	\$67,126	\$68,469	\$69,838	\$71,235
		4	\$68,629	\$70,002	\$71,402	\$72,830
		5	\$70,131	\$71,534	\$72,965	\$74,424
APS Level 5	S&T5	1	\$71,940	\$73,379	\$74,847	\$76,344
		2	\$73,437	\$74,906	\$76,404	\$77,932
		3	\$74,936	\$76,435	\$77,964	\$79,523
		4	\$76,431	\$77,960	\$79,519	\$81,109
APS Level 6	S&T6	1	\$78,730	\$80,305	\$81,911	\$83,549
		2	\$81,357	\$82,984	\$84,644	\$86,337
		3	\$83,984	\$85,664	\$87,377	\$89,125
		4	\$86,613	\$88,345	\$90,112	\$91,914
		5	\$89,242	\$91,027	\$92,900	\$94,702
		6	\$91,871	\$93,702	\$95,576	\$97,488
Executive Level 1	S&T7	1	\$99,717	\$101,711	\$103,745	\$105,820
		2	\$102,330	\$104,377	\$106,465	\$108,594
		3	\$104,942	\$107,041	\$109,182	\$111,366
		4	\$107,555	\$109,706	\$111,900	\$114,138
		5	\$108,587	\$110,759	\$112,974	\$115,233
Executive Level 2	S&T8	1	\$118,501	\$120,871	\$123,288	\$125,754
		2	\$121,437	\$123,866	\$126,343	\$128,870
		3	\$124,372	\$126,859	\$129,396	\$131,984
		4	\$127,308	\$129,854	\$132,451	\$135,100
		5	\$130,243	\$132,848	\$135,505	\$138,215
		6	\$135,916	\$138,634	\$141,407	\$144,235
Executive Level 2	S&T9	1	\$132,190	\$134,834	\$137,531	\$140,282
		2	\$135,915	\$138,633	\$141,406	\$144,234
		3	\$139,423	\$142,211	\$145,055	\$147,956
		4	\$142,944	\$145,803	\$148,719	\$151,693
		5	\$146,469	\$149,398	\$152,386	\$155,434
Executive Level 2	S&T10	1	\$152,216	\$155,260	\$158,365	\$161,532
		2	\$157,960	\$161,119	\$164,341	\$167,628
		3	\$169,454	\$172,843	\$176,300	\$179,826

S1.1. Roles included in the science and technical stream are those where the Secretary determines that the function of the position requires:

- a) a formal qualification in science or engineering at the degree level or higher; or
- b) a technical qualification at certificate IV level or higher, and/or registration by a State or Territory to work in a trade; or
- c) other qualifications, knowledge or experience determined by the Secretary.

S1.2. The Secretary should also consider whether the work undertaken either wholly or to a substantial and demonstrable extent is directly undertaking or supporting the conduct of scientific activities related to research, analysis, regulation or education. This would not

normally include roles that predominantly undertake administrative, policy or program delivery functions in support of, or related to scientific activities.

Table S3 Trade measurement stream

Trade Measurement Stream						
Classification	Industry Designation	Pay Point	Salary prior to commencement	Commencement	12 months after commencement	24 months after commencement
APS Level 3	ATMO	1	\$57,868	\$59,025	\$60,206	\$61,410
		2	\$60,168	\$61,371	\$62,598	\$63,850
		3	\$62,458	\$63,707	\$64,981	\$66,281
APS Level 4	TMO1	1	\$64,121	\$65,403	\$66,711	\$68,045
		2	\$65,623	\$66,935	\$68,274	\$69,639
		3	\$67,126	\$68,469	\$69,838	\$71,235
		4	\$68,629	\$70,002	\$71,402	\$72,830
		5	\$70,131	\$71,534	\$72,965	\$74,424
APS Level 5	TMO2	1	\$71,940	\$73,379	\$74,847	\$76,344
		2	\$73,437	\$74,906	\$76,404	\$77,932
		3	\$74,936	\$76,435	\$77,964	\$79,523
		4	\$76,431	\$77,960	\$79,519	\$81,109
APS Level 6	STMO	1	\$78,730	\$80,305	\$81,911	\$83,549
		2	\$81,357	\$82,984	\$84,644	\$86,337
		3	\$83,984	\$85,664	\$87,377	\$89,125
		4	\$86,613	\$88,345	\$90,112	\$91,914
		5	\$89,242	\$91,027	\$92,904	\$94,702
		6	\$91,871	\$93,742	\$95,614	\$97,490
Executive Level 1	ARM	1	\$99,717	\$101,711	\$103,745	\$105,820
		2	\$102,330	\$104,377	\$106,465	\$108,594
		3	\$104,942	\$107,041	\$109,182	\$111,366
		4	\$107,555	\$109,706	\$111,900	\$114,138
		5	\$108,587	\$110,759	\$112,974	\$115,233

ATMO - Assistant Trade Measurement Officer
 STMO - Senior Trade Measurement Officer
 TMO - Trade Measurement Officer
 ARM - Assistant Regional Manager

S1.3. Progression of an assistant trade measurement officer (**ATMO**) to a trade measurement officer (**TMO**) position will be in accordance with the prescribed qualification requirements for appointment as a trade measurement inspector under the *National Trade Measurement Regulations 2009*.

Table S4 Legal stream

Legal Stream						
Classification	Industry Designation	Pay Point	Salary prior to commencement	Commencement	12 months after commencement	24 months after commencement
APS Level 4	LC1	1	\$67,434	\$68,783	\$70,159	\$71,562
APS Level 5	LC2	1	\$73,419	\$74,887	\$76,385	\$77,913
APS Level 6	LC3	1	\$83,660	\$85,333	\$87,040	\$88,781
		2	\$86,197	\$87,921	\$89,679	\$91,473
		3	\$90,194	\$91,998	\$93,838	\$95,715
Executive Level 1	SLC	1	\$103,592	\$105,664	\$107,777	\$109,933
		2	\$110,293	\$112,499	\$114,749	\$117,044
		3	\$120,868	\$123,285	\$125,751	\$128,266
		4	\$124,149	\$126,632	\$129,165	\$131,748
Executive Level 2	PLC	1	\$129,922	\$132,520	\$135,170	\$137,873
		2	\$133,846	\$136,523	\$139,253	\$142,038
		3	\$139,004	\$141,784	\$144,620	\$147,512

LC - Legal Counsel
PLC - Principal Legal Counsel
SLC - Senior Legal Counsel

S1.4. For legal counsel 1 & 2 (APS4 & 5 respectively) roles the following is required:

- a) a degree in Laws from an Australian tertiary institution or a comparable overseas qualification which is appropriate to the duties of the classification; or
- b) admission as a legal practitioner, however described, of the High Court or the Supreme Court of an Australian State or Territory; and
- c) if the Secretary determines that it is required, possession of a current restricted practising certificate issued by the ACT Law Society (or other equivalent certification within a state or territory), or the obtaining of such a certificate within three months of commencing employment with the Department.

S1.5. For all other roles in the legal stream the following is required:

- a) admission as a legal practitioner, however described, of the High Court or the Supreme Court of an Australian State or Territory; and
- b) if the Secretary determines that it is required, possession of a current restricted practising certificate issued by the ACT Law Society (or other equivalent certification within a state or territory), or the obtaining of such a certificate within three months of commencing employment with the Department.

SCHEDULE 2 – Allowances

S2.1. Health and safety representatives (**HSRs**), first aid officers and wardens will be entitled to the following allowances:

Allowance	Commencement	12 months after commencement	24 months after commencement
HSR, warden, first aid officer (tier 1)	\$23.79 per fortnight	\$24.26 per fortnight	\$24.75 per fortnight
First aid officer (tier 2) Chief and deputy chief warden	\$32.44 per fortnight	\$33.08 per fortnight	\$33.75 per fortnight

S2.2. Payment of a tier 2 first aid allowance is subject to the Secretary determining there is an identified need for a higher first aid qualification in the workplace. Further detail is provided on iCentral.

S2.3. Employees providing Ministerial support will be entitled to the following allowances:

Position	Commencement	12 months after commencement	24 months after commencement
Senior staff	\$121.04 per day	\$123.46 per day	\$125.93 per day
Adviser/ Media adviser/ Assistant adviser	\$110.03 per day	\$112.24 per day	\$114.48 per day
Executive assistant/ Office manager/ Secretary/ Administrative assistant	\$91.99 per day	\$93.83 per day	\$95.70 per day

SCHEDULE 3 – Matters relating to specific groups of Employees

NMI Employees - special regional conditions

- S3.1. An Employee engaged by NMI because of, and immediately following, the transfer of a State and Territory trade measurement function to the Commonwealth, and who was located in Darwin, Rockhampton, or Townsville on 1 July 2010, will be entitled to the provisions set out below whilst they remain at those locations.

Location	Provisions
Darwin	Ten additional days paid recreation leave per year. An allowance of \$36.81 per fortnight for an Employee with dependant(s).
Rockhampton	An allowance of: \$26.60 per fortnight for an Employee with dependant(s); \$13.30 per fortnight for an Employee without dependant(s).
Townsville	Five additional days paid recreation leave per year. An allowance of: \$43.40 per fortnight for an Employee with dependant(s); \$21.70 per fortnight for an Employee without dependant(s).

- S3.2. The allowance provided above shall be paid to an Employee absent on paid leave (e.g. recreation leave, personal/carer's leave, long service leave), but shall not be paid during periods of leave without pay. Part-Time Employees are entitled to a pro-rata payment of the allowance.
- S3.3. Employees who take up duty with NMI in Darwin, Rockhampton or Townsville in circumstances other than those described above will not be entitled to receive these provisions. Where an Employee is to be relocated to one of the special regions, relocation assistance may be provided on a case by case basis as per the Department's policies and procedures.
- S3.4. Special regional conditions, including the provisions above, may be reviewed and adjusted by the Secretary from time to time. Any such review will not diminish an Employee's entitlement under this Agreement.

SCHEDULE 4 – Supported salary rates and conditions of employment

S4.1. This Schedule defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

S4.2. In this Schedule:

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

Relevant Minimum Wage means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged

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

SWS Wage Assessment Agreement means the document in the form required by the Department of Social Services that records the Employee's productive capacity and agreed wage rate

Eligibility criteria

S4.3. Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

S4.4. This Schedule does not apply to any existing Employee who has a claim against the employer which is subject to the provisions of workers compensation and rehabilitation legislation relevant to Employees who are injured in the course of their employment.

Supported wage rates

S4.5. Employees to whom this Schedule applies will be paid the applicable percentage of the Relevant Minimum Wage according to the following schedule:

Assessed Capacity (clause S4.4)	% of Prescribed Salary
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%

80%	80%
90%	90%

S4.6. Provided that the minimum amount payable per week shall be not less than the minimum amount determined by the Fair Work Commission from time to time.

S4.7. Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

Assessment of capacity

S4.8. For the purpose of establishing the percentage of the Relevant Minimum Wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System (SWS) by an Approved Assessor, having consulted the employer and Employee and, if the Employee so desires, a union which the Employee is eligible to join.

S4.9. All assessments made under this Schedule must be documented in an SWS Wage Assessment Agreement, and retained by the employer as a time and wages record in accordance with the *Fair Work Act 2009*.

Lodgement of SWS Wage Assessment Agreement

S4.10. All SWS Wage Assessment Agreements under the conditions of this Schedule, including the appropriate percentage of the Relevant Minimum Wage to be paid to the Employee, must be lodged by the employer with the Fair Work Commission.

S4.11. All SWS Wage Assessment Agreements must be agreed and signed by the Employee and employer parties to the assessment. Where a union which is a party to this Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

S4.12. The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

Other terms and conditions of employment

S4.13. Where an assessment has been made, the applicable percentage will apply to the Relevant Minimum Wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

Trial period

S4.14. In order for an adequate assessment of the Employee's capacity to be made, an employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

S4.15. During that trial period the assessment of capacity will be undertaken and the percentage of the Relevant Minimum Wage for a continuing employment relationship will be determined.

S4.16. The minimum amount payable to the Employee during the trial period must be no less than the minimum amount determined by the Fair Work Commission from time to time.

- S4.17. Work trials should include induction or training as appropriate to the job being trialled.
- S4.18. Where the employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clauses S4.8 and S4.9.

SCHEDULE 5 – War service sick leave

S5.1. A war caused condition means an injury or disease of an Employee that has been determined under the relevant legislation to be war-caused or defence-caused.

Credits: Employees may accrue two separate credits

S5.2. Employees are allotted a nine week, once only, special credit of War Service Sick Leave on commencement of ongoing Employment in the APS. If the Employee was eligible for War Service Sick Leave during a previous period of APS employment, on re-joining the APS the special credit allotted will be any special credit that remained unused on the final day of the previous APS employment.

S5.3. In addition to the special credit, ongoing Employees are allotted a three week credit (annual credits) of War Service Sick Leave on commencement, and after each subsequent twelve months service. Unused annual credits will accumulate, subject to a maximum annual credit balance of nine weeks. If the Employee was eligible for War Service Sick Leave during a previous period of APS employment, on re-joining the APS any unused accrued annual credits can be brought forward, subject to the maximum annual credit of nine weeks.

S5.4. War Service Sick Leave accruals will be deferred by any periods where an Employee has been absent on leave without pay which does not count as service, or for any unauthorised absence.

Grants

S5.5. Approval of War Service Sick Leave will be subject to the provision of a medical certificate stating the nature of the medical condition, and a statement from the Department of Veterans' Affairs stating the medical condition is a war-caused condition.

S5.6. Leave from annual credits may not be granted until the special credit has expired.

Rate of pay

S5.7. War Service Sick Leave is paid, and counts as service for all purposes.

Credits expired

S5.8. Where an Employee's War Service Sick Leave credits have expired, personal/carer's leave provisions will apply.

Prior service

S5.9. Leave that counts as service for personal/carer's leave purposes will be deemed to count as service for War Service Sick Leave purposes.

SCHEDULE 6 – Consultation on major change

S6.1. This Schedule applies if the Department:

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

S6.2. For a major change referred to in clause S6.1(a):

- a) the Department must notify the relevant Employees of the decision to introduce the major change; and
- b) clauses S6.3 to S6.9 apply.

S6.3. The relevant Employees may appoint a representative for the purposes of the procedures in this Schedule.

S6.4. If:

- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) the Employee or Employees advise the Department of the identity of the representative; the Department must recognise the representative.

S6.5. As soon as practicable after making its decision, the Department must:

- a) discuss with the relevant Employees:
 - i) the introduction of the change; and
 - ii) the effect the change is likely to have on the Employees; and
 - iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - i) all relevant information about the change including the nature of the change proposed; and
 - ii) information about the expected effects of the change on the Employees; and
 - iii) any other matters likely to affect the Employees.

S6.6. However, the Department is not required to disclose confidential or commercially sensitive information to the relevant Employees.

S6.7. The Department must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

S6.8. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Department, the requirements set out in clause S6.2(a) and clauses S6.3 and S6.5 are taken not to apply.

S6.9. In this term, a major change is likely to have a significant effect on Employees if it results in:

- a) the termination of the employment of Employees; or
- b) major change to the composition, operation or size of the Department's workforce or to the skills required of Employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- d) the alteration of hours of work; or
- e) the need to retrain Employees; or
- f) the need to relocate Employees to another workplace; or
- g) the restructuring of jobs.

S6.10. For a change referred to in clause S6.1(b):

- a) the Department must notify the relevant Employees of the proposed change; and
- b) clauses S6.11 to S6.15 apply.

S6.11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

S6.12. If:

- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) the Employee or Employees advise the Department of the identity of the representative;
- c) the Department must recognise the representative.

S6.13. As soon as practicable after proposing to introduce the change, the Department must:

- a) discuss with the relevant Employees the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant Employees:
 - i) all relevant information about the change, including the nature of the change; and
 - ii) information about what the Department reasonably believes will be the effects of the change on the Employees; and
 - iii) information about any other matters that the Department reasonably believes are likely to affect the Employees; and
- c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

S6.14. However, the Department is not required to disclose confidential or commercially sensitive information to the relevant Employees.

S6.15. The Department must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

S6.16. In this term relevant Employees means the Employees who may be affected by a change referred to in clause S6.1.

SCHEDULE 7 – Dispute resolution procedure

S7.1. If a dispute relates to:

- a) a matter arising under this Agreement; or
- b) the NES;

this Schedule sets out procedures to settle the dispute.

S7.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

S7.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

S7.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

S7.5. The Fair Work Commission may deal with the dispute in two stages:

- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.

S7.6. While the parties are trying to resolve the dispute using the procedures in this term:

- a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- b) an Employee must comply with a direction given by the Department to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the Employee to perform; or
 - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.

S7.7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

IN THE FAIR WORK COMMISSION
Section 185 – Application for approval of a single enterprise agreement

FWC Matter No:
AG2019/2076

Applicant:
Commonwealth of Australia
as represented by the Department of Industry, Innovation and Science

UNDERTAKING

I, Dr Heather Smith, Secretary, Department of Industry, Innovation and Science (**Department**), give the following undertakings under section 190 of the *Fair Work Act 2009* (Cth) (**FW Act**) with respect to the *Department of Industry, Innovation and Science Enterprise Agreement 2019-2022* (**Agreement**):

1. The Department undertakes that whenever any National Measurement Institute or Questacon employee is directed to perform work after 6pm, Monday to Friday, the Department will pay that employee not less than an amount equal to that to which they would be entitled under the *Australian Public Service Enterprise Award 2015* for the duration of the period of work performed after 6pm.
2. The Department undertakes that if, during the life of the Agreement, it engages shiftworkers, it will pay a shiftworker not less than an amount equal to which they would be entitled under the *Australian Public Service Enterprise Award 2015* (including any penalty rates) for each shift that they perform.

The Department confirms that the effect of these undertakings will not cause financial or other detriment to any employee or result in substantial changes to the Agreement.

I have the authority given to me by the Department to provide this undertaking in relation to the application before the Fair Work Commission.



Dr Heather Smith
Secretary
Department of Industry, Innovation and Science



Date