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Department of Families, Housing, Community Services and Indigenous Affairs

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a strong and fair society for *all Australians*

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PART 1 – PURPOSE AND RESPONSIBILITES

PURPOSE

1.1 The Department of Families, Housing, Community Services and Indigenous Affairs (FaHCSIA) aims to provide a strong and fair society for all Australians by increasing social and economic participation, improving social cohesion, closing the gap on Indigenous disadvantage, supporting basic living standards and supporting individuals, families and communities to build their capacity.

1.2 The broad objective of this Agreement is to provide a framework which assists FaHCSIA employees to work towards this overarching outcome and implement all other elements of the FaHCSIA Strategic Framework 2011 - 2014.

1.3 This Agreement supports the vision of the FaHCSIA People Strategy 2012 - 2014 which is to build a capable, informed and adaptive workforce to enable the Department to deliver against the Strategic Framework.

1.4 To achieve this vision and to position the Department well for the future, focus will be placed on the following three areas:

- the appropriate alignment and deployment of employees;
- the motivation and development of employees; and
- the attraction, recruitment and retention of employees.

1.5 The two key outcomes that we aim to achieve through the successful implementation of the People Strategy are:

- high employee engagement/satisfaction; and
- a high performing organisation.

EMPLOYEE RESPONSIBILITIES

1.6 All employees accept responsibility to contribute to achieving FaHCSIA outcomes by:

- being fully aware of and compliant with the principles and provisions of this Agreement and all FaHCSIA guidelines, policies and directions/directives (including the Chief Executive Instructions);
- understanding where their contribution fits and the standard of work expected;
- engaging constructively in initiatives to enhance productivity and performance and progress change;
- modelling the behaviours described in FaHCSIA's "Ethical Behaviours in Practice" statement;
- adhering to and promoting the APS Values and Code of Conduct and demonstrating behaviours consistent with the Values and the Code;
- contributing to FaHCSIA outputs by participating in the FaHCSIA Performance Management Framework;
- actively participating in priority FaHCSIA learning and development activities;
- maintaining all required employee records, e.g. attendance, leave and participation in learning and development activities; and
- maintaining full and accurate records of matters which influence any decision on business related matters and ensuring that all appropriate records are captured on the appropriate corporate record keeping system.

MANAGER RESPONSIBILITIES

1.7 Managers will:

- lead by example in promoting diversity, inclusion and respect for others in the workplace and modelling behaviours consistent with the APS Values and Code of Conduct;
- be fully conversant with, and uphold the principles and provisions of this Agreement and other supporting policies, guidelines and instructions;
- provide employees with the tools they need to do their work efficiently, effectively, ethically and creatively;
- build organisational capability through encouraging employee access to learning and development and giving employees guidance and encouragement to undertake their work effectively;
- regularly review and prioritise workloads to ensure that staffing levels and classifications are appropriate to achieve desired outcomes and do not negatively impact on employees;
- regularly talk to employees about their performance and in these discussions encourage, acknowledge and reward good performance; and
- ensure appropriate consultation on all workplace issues and initiatives that affect employees.

PART 2 – FaHCSIA EMPLOYMENT FRAMEWORK

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

LEGISLATED EMPLOYMENT CONDITIONS

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

- *Administrative Decisions (Judicial Review) Act 1977;*
- *Archives Act 1983;*
- *Crimes Act 1914;*
- *Disability Discrimination Act 1992;*
- *Fair Work Act 2009;*
- *Financial Management and Accountability Act 1997;*
- *Freedom of Information Act 1982;*
- *Human Rights and Equal Opportunity Act 1986;*
- *Long Service Leave (Commonwealth Employees) Act 1976;*
- *Maternity Leave (Commonwealth Employees) Act 1973;*
- *Work Health and Safety Act (Cth) 2011*;
- *Privacy Act 1988;*
- *Public Employment (Consequential and Transitional) Amendment Act 1999;*
- *Public Service Act 1999;*
- *Safety, Rehabilitation and Compensation Act 1988;*
- *Sex Discrimination Act 1984;*
- *Age Discrimination Act 2004;*
- *Racial Discrimination Act 1975;*
- *Equal Employment Opportunity (Cth Authorities) Act 1987;*
- *Equal Employment for Women in the Workplace Act 1999;*
- *Superannuation Act 1976;*
- *Superannuation Act 1990;*
- *Superannuation Act 2005;*
- *Superannuation (Consequential Amendments) Act 2005;*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- *Superannuation Guarantee (Administration) Act 1992; and*
- *Superannuation Productivity Benefit Act 1988.*

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

FaHCSIA GUIDELINES AND POLICIES

2.4 The Secretary or his delegate will issue FaHCSIA guidelines and/or policies from time to time in order to expand upon and explain FaHCSIA employment conditions, administrative processes and other employment related matters. Guidelines and policies provide employees and managers with a more comprehensive understanding of relevant provisions and conditions.

2.5 The guidelines and policies will be consistent with provisions in legislation and this Agreement and cannot reduce the benefits available to employees under this Agreement.

2.6 Where the Secretary proposes to change an existing guideline or policy or to issue a new one, that relates to the conditions and processes covered in this Agreement, he will first advise and consult FaHCSIA employees and the Workplace Consultative Forum in line with the consultation and communication provisions set out in Part 9 of this Agreement.

2.7 In the event of a dispute in relation to the application, implementation or interpretation of policies, guidelines or Chief Executive Instructions that cover matters that form part of this Agreement, the parties will have access to the dispute resolution procedures set out in Part 11 of this Agreement to resolve that dispute.

PART 3 – PERFORMANCE AND CAPABILITY

PERFORMANCE MANAGEMENT FRAMEWORK

3.1 FaHCSIA is committed to maximising every employee's ability to contribute to the achievement of FaHCSIA objectives. The effectiveness of the FaHCSIA Performance Management Framework, Talking About Performance (TAP), is central to achieving this commitment.

3.2 All employees and their managers will assist FaHCSIA to achieve its objectives by participating in the Department's performance management framework (TAP).

3.3 Any process related to performance or performance improvement will be conducted according to principles of equity, transparency, natural justice and procedural fairness and will be aimed at supporting and improving performance.

3.4 The TAP Guidelines, as varied from time to time in accordance with the process set out in clause 2.6, outline the process and requirements under the Framework, including the responsibilities and obligations of both employees and their managers.

CAPABILITY DEVELOPMENT

3.5 Learning and development opportunities will be supported across the organisation, including State/Territory Offices and Indigenous Coordination Centres and at all levels within FaHCSIA.

3.6 Employees will use the Learning Management System to request approval for and/or record attendances at training courses, workshops, seminars and conferences.

3.7 The strategic direction for learning and development is set out in the Organisational Learning Strategy (OLS). The OLS will assist employees and managers to identify priority learning and development needs and opportunities to build employee capabilities which are identified in their TAP agreement.

STUDY ASSISTANCE

3.8 The Secretary may provide assistance for employees undertaking a course of study through:

- approval as a student;
- approval of leave for study activities; and
- approval of financial assistance to assist with costs incurred when undertaking an approved course of study.

Study assistance will be available to eligible employees in accordance with the FaHCSIA Study Assistance Guide as varied from time to time.

SUPPORT FOR PROFESSIONALS

3.9 The Secretary will approve reimbursement or payment for the cost of annual membership fees of professional associations up to $750 a year where membership of the association is an essential requirement of an employee's duties.

3.10 The Secretary will approve reimbursement or payment of up to $42 a year per employee towards annual membership of other professional associations relevant to the work of FaHCSIA.

PART 4 – REMUNERATION

SALARY INCREASES

4.1 In recognition of the commitment by employees to performance and productivity improvement, employees will receive increases to base salary during the life of this Agreement from:

- the date of commencement of this Agreement;
- 1 June 2012; and
- 3 June 2013.

4.2 The salary rates that will be paid as a result of these increases are detailed in Part 12 of this Agreement.

PRODUCTIVITY PAYMENTS

4.3 The following productivity related payments will be made to employees during the life of the Agreement:

- $875 will be paid to employees within four weeks of the Agreement's approval; and
- up to $750 will be paid to employees in the first pay in August 2013;

where the conditionality requirements detailed at Appendix 1 of this Agreement are met. Part-time employees will receive the full amount of the bonus payments (i.e. payment will not be made on a pro-rata basis).

ALLOWANCES

4.4 Details of the allowances and reimbursements under this Agreement are set out in Parts 13 of this Agreement.

INDIVIDUAL FLEXIBILITY ARRANGEMENTS

4.5 The Secretary and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

a. the arrangement deals with 1 or more of the following matters:
   (i) arrangements about when work is performed;
   (ii) overtime rates;
   (iii) penalty rates;
   (iv) allowances;
   (v) remuneration; and/or
   (vi) leave; and
b. the arrangement meets the genuine needs of the Secretary and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
c. the arrangement is genuinely agreed to by the Secretary and employee.

4.6 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.

4.7 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 enterprise agreement that will be varied by the arrangement; and

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

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

e. states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

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

4.9 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.

4.10 The number and use of individual flexibility arrangements will be reported to and discussed with the Workplace Consultative Forum on a quarterly basis.

PAYMENT OF SALARY

4.11 Employees will be paid fortnightly in arrears by electronic funds transfer to an Australian Bank/Financial Institution account of the employee's choice. FaHCSIA will provide all employees with access to an electronic payslip (printable) verifying payments made by FaHCSIA to the individual.

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

Fortnightly pay = Annual Salary x 12 ÷ 313

4.13 Employees on continuous leave for more than 4 weeks will be provided with printed payslips on a fortnightly basis, where requested.

PROVISION OF ELECTRONIC PAYMENT SUMMARIES

4.14 FaHCSIA will provide electronic payment summaries to all employees at the end of each financial year. Where an employee is on long term leave or has separated from FaHCSIA, a copy of the payment summary will either be emailed to the person or sent to their home address.

RECOVERY OF OVERPAYMENTS AND OTHER DEBTS TO FaHCSIA

4.15 Salary, salary related and other debts that an employee or former employee owes to FaHCSIA will be recovered in accordance with the relevant Chief Executive's Instruction, as varied from time to time.

CLASSIFICATION STRUCTURES

4.16 Structures for the classification of FaHCSIA work levels are set out in Part 12 of this Agreement.

WORK LEVEL STANDARDS

4.17 The FaHCSIA Work Level Standards continue to operate and describe the work at each of the classification levels in this Agreement and are published on the FaHCSIA intranet.

SALARY ADVANCEMENT

4.18 Employees who are not on the top point of their salary range will be eligible for salary advancement, subject to:

- having a current performance plan in place; and
- meeting all performance deliverables to a satisfactory or higher standard (i.e. they obtain a performance outcome of 'Strong and Effective Contribution' or 'Sustained High Level of Contribution') at the end cycle assessment (i.e. 31 July), in accordance with the FaHCSIA Performance Management Framework.

4.19 Salary advancement within a classification and to a higher classification within a broadband will also depend on employees having a current performance plan in place and meeting agreed performance deliverables to a satisfactory or higher standard as assessed in accordance with the FaHCSIA Performance Management Framework.

4.20 Where an employee's performance is assessed as not fully meeting agreed performance deliverables (i.e. they obtain a performance outcome of 'Contribution is Improving or Developing or Requiring Improvement' or 'Unsatisfactory Contribution') as assessed in accordance with the FaHCSIA Performance Management Framework, managers and employees will follow the processes contained in the Managing for Improved Performance Guidelines to address the performance issues.

Introduction of a common salary advancement date – ongoing employees

4.21 During this Agreement all eligible ongoing employees will move to a common salary advancement date of 1 September each year, in respect of their nominal classification.

Transitional arrangements

4.22 The following transitional arrangements outlined at clauses 4.23 to 4.28 will apply.

4.23 Where an employee has not received salary advancement during the period from 1 June 2012 to 31 August 2012 (inclusive), the employee will be eligible for salary advancement on 1 September 2012, subject to the employee satisfying the requirements of clause 4.18.

4.24 Where an employee receives salary advancement during the period 1 June 2012 to 31 August 2012 (inclusive), the employee will not be eligible for salary advancement

again on 1 September 2012. In these circumstances the employee will be eligible for further advancement:

- on 1 March 2013, subject to the employee meeting the requirements set out in clause 4.18, as assessed at the February 2013 mid cycle review; and
- again on 1 September 2013, subject to the employee satisfying the requirements of clause 4.18, as assessed at the July 2013 end cycle assessment.

4.25 Where an employee obtains a performance outcome of 'Contribution is Improving or Developing or Requiring Improvement' at the end cycle assessment in July 2012, their salary advancement will be deferred until the date they are assessed as meeting all performance deliverables to a satisfactory or higher standard in accordance with the FaHCSIA Performance Management Framework.

4.26 Where an employee obtains a performance outcome of 'Unsatisfactory Contribution' at the end cycle assessment in July 2012, the employee will not be eligible for salary advancement until the next advancement date on 1 September 2013, subject to satisfying the requirement of clause 4.18.

4.27 Employees who commence work in FaHCSIA after 1 September 2012 will be eligible for salary advancement on 1 September each year, until the top salary point is reached, subject to meeting the requirements outlined in clause 4.18.

4.28 Salary advancement by employees on temporary assignment of duties to a higher classification will occur in accordance with clause 4.29 and clauses 4.40 to 4.41 (in relation to rate of payment).

Salary advancement – temporary assignment of duties to a higher classification

4.29 Where an employee has performed at the temporary performance level for a continuous period of 12 months, or for a period of 12 months within a 24 month period, the employee will receive salary advancement at that level, subject to:

- meeting agreed performance deliverables to a satisfactory or higher standard in accordance with the FaHCSIA Performance Management Framework; or
- being assessed as performing satisfactorily at the higher level, where a performance plan is not required to be in place under the FaHCSIA Performance Management Framework.

Salary advancement for non-ongoing employees

4.30 Non-ongoing employees who are not at the top of their salary range are eligible for salary advancement after 12 months continuous employment at their nominal classification under the one contract of employment where they:

- have a current performance plan in place; and
- meet all performance deliverables to a satisfactory or higher standard as assessed in accordance with the FaHCSIA Performance Management Framework.

This clause does not affect the Secretary's discretion to determine a non-ongoing employee's salary on commencement of each period of non-ongoing employment.

SALARY ON ENGAGEMENT, PROMOTION AND ASSIGNMENT OF DUTIES

4.31 An employee's salary on engagement, promotion and assignment of duties (including movement from another APS Agency) will be at the minimum salary rate for the

classification, unless the Secretary approves payment at a higher salary point within the classification range having regard to the following criteria:

- worth of experience against what is available in the workplace;
- length, nature, currency and relevance of experience;
- contribution that can be made immediately;
- public service experience at level; and
- current remuneration.

4.32 Notwithstanding clause 4.31, where an employee's salary increase on promotion to the minimum salary rate for the classification is less than $1500, the employee will be placed on the second pay point in the classification range.

4.33 Where an APS employee moving to FaHCSIA is receiving a salary in his or her previous APS agency that exceeds the current maximum of the FaHCSIA salary range for the relevant classification, the Secretary may approve continued payment at the previous substantive salary until such time as the employee can be transferred to a pay point in the FaHCSIA salary range without disadvantage. Salary maintenance under this provision does not constitute promotion beyond the employee's existing classification.

4.34 Where an employee is assigned duties to a lower classification on a temporary or ongoing basis, he or she will transfer to the top salary point in the lower classification, unless otherwise agreed by the Secretary and the employee.

4.35 Where a reduction in salary is as a result of a sanction imposed under section 15 of the *Public Service Act 1999* for a breach of the APS Code of Conduct, the employee will be assigned to the salary point determined by the Delegate imposing the sanction.

TEMPORARY PERFORMANCE OF OTHER DUTIES

4.36 An employee may be assigned to perform temporarily all or part of the duties of a position at a higher classification.

4.37 An employee may decline a manager's invitation to perform duties temporarily at a higher classification level.

4.38 Where an employee is temporarily assigned to duties at a higher classification level, the Secretary may approve the payment of a Temporary Performance Allowance (TPA).

4.39 The minimum period of temporary reassignment that can attract payment of TPA is 2 weeks, unless the Secretary determines there are special circumstances associated with the duties to be performed for a shorter period, for example, a requirement for the employee to exercise significant delegated authority.

4.40 An employee performing all of the duties of a position at a higher classification will be paid TPA equal to the difference between the employee's usual salary and the base salary of the higher classification unless the Secretary approves payment at a higher salary having regard to the employee's:

- previous periods of TPA at or above the proposed TPA level;
- performance, including during previous periods of TPA; and
- relevant experience and/or skills.

4.41 Notwithstanding clause 4.40, where an employee's TPA increase to the minimum salary rate for the classification is less than $1500 the employee will be placed on the second pay point in the classification range.

4.42 An employee performing part of the duties of a position at a higher classification will receive payment at a rate determined by the Secretary.

4.43 Where temporary performance is necessary for a period of six months or less, the manager will consider the claims of all available employees in the work unit who are at or below the classification level of the duties to be performed.

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

SUPERANNUATION

4.45 FaHCSIA will make compulsory employer contributions as required by the applicable legislation and fund requirements.

4.46 FaHCSIA's default superannuation fund is the Public Sector Superannuation Accumulation Plan (PSSap). FAHCSIA will provide employer superannuation to members of the PSSap of no less than 15.4% of an employee's fortnightly contribution salary.

4.47 Where an employee exercises superannuation choice, employer superannuation contributions will be no less than 15.4% of an employee's fortnightly contribution salary. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

4.48 Employer superannuation contributions will continue during the first 12 months of unpaid maternity leave or parental leave (which includes maternity, parental, adoption and foster and permanent care leave) in accordance with the rules of the relevant superannuation scheme. The 12 month period will be reduced by any period of paid maternity, adoption, foster care or supporting partner leave.

4.49 Employer superannuation contributions will not be paid on behalf of employees during other periods of unpaid leave not specified in clause 4.48 that does not count as service, unless otherwise required under legislation.

4.50 The Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by FaHCSIA's payroll system.

4.51 Any fees applied by a chosen fund associated with the administration of superannuation contributions will be borne by the employee.

4.52 Existing Public Sector Superannuation (PSS) and Commonwealth Superannuation Scheme (CSS) arrangements will continue in accordance with the relevant legislation and requirements.

Superannuation allowance

4.53 The Secretary may pay a superannuation allowance where FaHCSIA is no longer permitted to pay employer contributions to the employee's superannuation fund (due to the employee's age). The superannuation allowance will be equivalent to the amount that FaHCSIA would have paid if the employee was entitled to receive

employer superannuation contributions, less any contribution amount accepted to the employee's superannuation fund.

LOADING FOR CASUAL EMPLOYEES

4.54 Non-ongoing employees engaged for duties that are irregular or intermittent (casual employees) will receive a loading of 20 per cent of salary in lieu of public holidays not worked and paid leave. Such employees will accrue long service leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976.*

SUPPORTED SALARY RATES

4.55 Employees with a disability may, subject to the Secretary's approval, be eligible for a supported salary in accordance with the FaHCSIA Salary and Allowances Guide as varied from time to time. Eligible employees will be paid 10% of the applicable salary for each 10% of assessed capacity to perform the relevant duties, rounded to the nearest 10%. The minimum weekly amount payable to an employee eligible for a supported salary will not be less than the minimum amount determined by Fair Work Australia from time to time.

4.56 For the purposes of establishing the relevant percentage to be paid, the productive capacity of the employee will be assessed in accordance with the Supported Wage System, as varied from time to time.

4.57 To assess an employee's capacity adequately, the Secretary may employ a person under this clause for a trial period not exceeding 12 weeks, except that in some cases, additional work adjustment time not exceeding 4 weeks may be needed.

DEATH OF AN EMPLOYEE

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

4.59 Long service leave credits will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.

FLEXIBLE REMUNERATION PACKAGING

4.60 All ongoing employees and non-ongoing employees with initial contracts of at least three months will have access to flexible remuneration packaging consistent with the guide produced by the FaHCSIA flexible remuneration provider/s.

4.61 Where an employee takes up the option of flexible remuneration packaging, the arrangements will not reduce the employee's salary for superannuation purposes or any other purpose.

4.62 The employee will meet the costs of any flexible remuneration packaging arrangement, including any fringe benefits tax and administrative costs incurred by FaHCSIA.

PART 5 - BALANCING WORK AND PERSONAL LIFE

5.1 FaHCSIA is committed to assisting employees to achieve a work/life balance that recognises the family, carers (including elder care and care for dependants with a disability) and other personal commitments of employees. In keeping with that commitment, this Agreement contains measures and entitlements to achieve that balance, including those listed in clauses 5.3 – 5.15.

5.2 In making decisions about access to these measures and entitlements, FaHCSIA will give priority to the importance of employees being able to meet their carers' responsibilities and achieving a good work/life balance. FaHCSIA will only deny an employee's request where there are demonstrable operational reasons for doing so and, where requested, will provide the employee with the reasons for that decision in writing. Where a request is denied, the employer will meet with the employee, and where they choose, their representative, to consider alternative measures which might be accessed to meet the needs of the employee.

WORK/LIFE BALANCE INFORMATION AND REFERRAL SERVICE

5.3 FaHCSIA will provide its employees with access to a national work/life balance information and referral service, linking them to:

- child care;
- elder care or care for dependants with disability;
- health, wellbeing and lifestyle management; and
- schools, community agencies and support groups.

SCHOOL HOLIDAY FAMILY CARE SUBSIDY

5.4 Where an employee with school children has approved leave cancelled or is required to return from leave early because of FaHCSIA business requirements during school holidays, the Secretary will reimburse the amount paid by the employee for each school child attending approved or registered care for the approved period of leave.

5.5 In the circumstances described above, where the employee can demonstrate that she or he would otherwise have taken personal responsibility for caring for other family members, the Secretary may reimburse some or all of the amount paid by the employee for that family care.

5.6 Non-ongoing employees will not normally be eligible for the subsidy.

5.7 Reimbursement will apply only for the days when the employee is at work, except in exceptional circumstances determined by the Secretary.

5.8 Reimbursement will be net of any government subsidy provided to the employee.

EXTRA FAMILY CARE COSTS

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

FAMILY CARE ROOMS

5.10 Wherever possible FaHCSIA will establish and maintain family occasional care rooms in accordance with the FAHCSIA Health and Diversity Rooms – Guideline for Facilities and Use. Where current accommodation arrangements do not allow the establishment of family care rooms on FaHCSIA premises FaHCSIA will, where practical, approach other agencies about suitable shared arrangements.

FACILITIES FOR BREAST FEEDING

5.11 The Secretary will provide appropriate facilities for mothers to undertake breastfeeding, lactation and associated activities in the workplace.

5.12 The Secretary will provide paid time off work for mothers to undertake breastfeeding, lactation and associated activities in accordance with the FaHCSIA Health and Diversity Rooms – Guideline for Facilities and Use.

MATURE AGE EMPLOYEES

5.13 FaHCSIA recognises that with the continued ageing of the Australian workforce, management and work practices should optimise the contribution of mature age employees, and encourage those who are making a valuable contribution to stay longer in the workforce.

5.14 In keeping with the FaHCSIA commitment to work/life balance, flexible working arrangements such as part-time work and other provisions contained in this Agreement can be suitable for use by mature age employees as a means to assist their transition to retirement. Employees are encouraged to explore these flexibilities as a means of extending their working lives. Subject to operational requirements, managers will favourably consider flexible working arrangements as a means of retaining mature age employees who might otherwise choose to leave FaHCSIA.

OTHER FLEXIBLE AND FAMILY FRIENDLY WORKING ARRANGEMENTS

5.15 This Agreement includes other work-life balance provisions, including:

- Flextime;
- Part-time work;
- Home based work;
- Flexible work arrangements for parents;
- Executive Level employees time off in lieu;
- Christmas and Easter closedowns;
- Cultural and Ceremonial leave;
- NAIDOC Week leave;
- Moving days;
- Community volunteering leave;
- Purchased leave;
- Sabbatical leave;
- Adoption/Foster/Permanent Care leave;
- Parental leave; and
- Time off after business travel.

PART 6 – HOURS OF WORK AND ATTENDANCE

6.1 The Secretary may approve all matters relating to hours of work and attendance in accordance with the provisions outlined in this Part.

6.2 FaHCSIA recognises that both managers and employees have a role to play in ensuring that flexible work arrangements are used to the mutual benefit of both employees and FaHCSIA.

6.3 An employee may refuse to work additional hours where such additional hours are unreasonable. Such refusal will not prejudice the employee's employment. For determining whether additional hours are reasonable or unreasonable, the following will be taken into account:

- any risk to employee health and safety;
- the employee's personal circumstances, including family responsibilities;
- the needs of the workplace or FaHCSIA;
- whether the employee is entitled to receive overtime payments, penalty rates or other compensation for (or a level of remuneration that reflects an expectation of) working additional hours;
- any notice given by the manager for the employee to work the additional hours;
- any notice given by the employee of his or her intention to refuse to work the additional hours;
- the usual patterns of work in the industry;
- the nature of the employee's role and the employee's level of responsibility;
- whether the additional hours are in accordance with averaging provisions included in an agreement that is applicable to the employee; or
- any other relevant matter.

RECORDING HOURS WORKED

6.4 All employees covered by this Agreement must record their hours worked each day using the flex sheet in ESSentials.

6.5 FaHCSIA employees must apply for leave using ESSentials for any period they are absent from duty that is not covered by flextime.

6.6 Where an employee is absent from duty without approval, all pay and other benefits provided under this agreement, e.g. flextime, will cease to be available until the employee resumes duty or is granted leave. Where flextime no longer applies, employees will revert to standard hours as defined in clause 6.8 below.

HOURS OF WORK

6.7 The ordinary hours of work are 7 hours and 30 minutes per day, a total of 37 hours and 30 minutes per week and 150 hours per four week settlement period.

6.8 Standard hours of attendance for employees, other than shiftworkers, are 8.30am to 12.30pm and 1.30pm to 5.00pm.

6.9 Regular hours vary standard hours, and are fixed, by agreement between the employee and the Secretary. An employee, other than a shiftworker will generally

perform their regular hours of work within a bandwidth of 7:00am to 7:00pm Monday to Friday.

6.10 The ordinary hours of work for salary calculations, including compensation leave will be 7 hours and 30 minutes per day or agreed hours specified in part-time employment agreements.

6.11 Further information is available in the FaHCSIA Hours of Work Guide as varied from time to time.

FLEXTIME AND OTHER FLEXIBLE WORKING ARRANGEMENTS

6.12 Employees up to and including APS 6 and equivalent classification levels may have access to flexible working arrangements which vary their working hours and patterns of attendance to provide maximum flexibility for themselves and FaHCSIA.

6.13 The ordinary hours of work for flextime calculations are 7 hours 30 minutes per day. A total of 37 hours 30 minutes per week or 150 hours per four-week settlement period must be worked within the bandwidth. During the days where employees are not actually at work (for example, public holidays, periods of approved leave, excluding flex leave) employees will record 7 hours 30 minutes a day or their agreed part-time hours on their flex sheet for the purposes of calculating hours worked within a settlement period.

6.14 An employee, with the agreement of the Secretary, may agree to vary their standard hours of attendance, subject to hours worked averaging the daily, weekly and settlement period hours in clause 6.7. Where variation is not agreed, standard hours of attendance will be observed.

6.15 An employee may request to work some, or all, of their regular hours outside of the 7.00am to 7.00pm Monday to Friday bandwidth. Where an employee requests to work regular hours of duty outside of the bandwidth for personal reasons, any approved arrangement does not attract shift work conditions or the payment of overtime. No employee can be compelled to work their regular hours outside the bandwidth unless specifically engaged to work shiftwork.

6.16 Employees will not be expected to work more than 10 hours in any one day and must not work more than five hours consecutively without a meal break of at least 30 minutes.

6.17 A flex balance is the time worked in excess of or less than the employee's ordinary hours. The maximum flex credit which can be carried from one settlement period to another is 37.5 hours. The maximum flex debit which can be carried from one settlement period to another is 22.5 hours.

6.18 Where an employee has a positive flex credit over 37.5 hours, the employee and their manager shall identify and discuss appropriate actions to try to reduce the flex credit and no reasonable request for flex leave will be refused.

6.19 Prior approval and reasonable notice are required for any flex leave of a day or more or for part days where predetermined operational requirements would be affected.

6.20 Employees may use up to five consecutive days of flex leave.

6.21 In exceptional circumstances, the Secretary may approve payment, to an employee, of a flex balance in excess of 37.5 hours at ordinary time rates.

6.22 The Secretary can direct an employee who has a negative flex debit of more than 22.5 hours at the end of a settlement period to use approved annual leave or have salary payments reduced to cancel the excess debit.

6.23 The Secretary may revert an employee to standard hours of attendance where an employee fails to maintain a satisfactory pattern of attendance or abuses flextime provisions.

6.24 Where an employee takes long service leave, maternity leave, purchased leave or any other form of paid leave, they will be deemed to have worked ordinary hours, and a part-time employee will be deemed to have worked the hours specified in their part-time employment agreement.

6.25 Employees ceasing employment with the APS should take reasonable steps, and be given opportunities by managers, to balance any flex credits or debits before ceasing employment. At cessation of employment, any remaining flex credits will be paid to the employee at ordinary rates and any remaining debits will be recovered from the employee's separation payment.

6.26 Employees transferring to another agency will take reasonable steps, and be given opportunities by managers, to minimise any flex credits or debits before transfer. At cessation of FaHCSIA employment, any remaining flex credits will be paid to the employee and any remaining debits will be recovered in accordance with the relevant Chief Executive's Instruction, unless alternative arrangements have been agreed between the employee, FaHCSIA and the receiving agency.

PART-TIME EMPLOYMENT

6.27 The Secretary may engage employees on a part-time basis. A part-time employee is one whose ordinary hours of duty are less than 37 hours and 30 minutes per week averaged over a 4 week period.

6.28 The Secretary and an employee may enter into part-time employment (PTE) arrangements. A full-time employee cannot be compelled to work part-time.

6.29 A manager will not unreasonably oppose applications from employees for PTE.

6.30 Part-time work arrangements will be set out in a PTE agreement which will include the employee's hours of duty, the duration of the agreement and details of any specific arrangements that are necessary to facilitate the PTE.

6.31 Remuneration and other entitlements for part-time employees, including leave, will be calculated on a pro-rata basis, unless otherwise specified, with 7 hours 30 minutes per day considered the full-time equivalent. Entitlements based on reimbursement will be the same as for full-time employees. At the end of the PTE agreement the employee can either return to full-time work or apply for a further period of PTE.

6.32 The terms of a PTE agreement can be reviewed and varied at any time by agreement between the employee and the Secretary. This includes reversion or conversion to full time arrangements before the originally agreed date. Any request for review by the employee will be considered within one month. Part-time hours can be varied on a short term basis to facilitate access to training or other departmental opportunities.

6.33 Notwithstanding clause 6.32, where operational requirements might significantly affect the viability of the agreement, the Secretary may review and vary the PTE arrangements at any time. Where an existing agreement is to be varied for operational reasons, the employee will be given 3 months' notice of the proposed change.

6.34 Employees returning from maternity, adoption/foster or permanent care leave will be provided with access to PTE for a period of 3 years. Applications for part-time

employment beyond the initial 3 year period for the purpose of continued child care will be considered in line with these provisions and will not be unreasonably opposed.

6.35 Employees choosing to work part-time hours will not be disadvantaged in terms of promotion, TPA, access to development opportunities or other employment related matters.

6.36 Further information on PTE is contained in the FaHCSIA Part-Time Employment Guide.

JOB SHARING

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

HOME BASED WORK (HBW)

6.38 The Secretary may agree to an employee working from home on a long term or casual basis in accordance with the FaHCSIA Home Based Work Guide. An employee cannot be compelled to work from home.

6.39 The terms of a home based work agreement made under the Guide can be varied at any time by agreement between the employee and the Secretary. Any request for review by the employee will be considered within one month. Home based work arrangements can be varied on a short term basis to facilitate access to training or other departmental opportunities.

6.40 Notwithstanding clause 6.39, where operational requirements might significantly affect the viability of the agreement, the Secretary may review and vary the HBW arrangements at any time. Where an existing agreement is to be varied for operational reasons, the employee will be given one months' notice of the proposed change.

FLEXIBLE WORK ARRANGEMENTS FOR PARENTS

6.41 An employee who is a parent, or has responsibility for the care of a child under school age or a child who has a disability, may request flexible working arrangements, including part-time hours.

6.42 A casual employee may only request flexible working arrangements if the employee:

- is a long term casual employee immediately before making the request; and
- has a reasonable expectation of continuing employment on a regular and systematic basis

Note: 'long term casual employee' is defined at s.12 of the Fair Work Act 2009

6.43 A request made in accordance with clause 6.41 must be in writing and set out details of the change sought and the reasons for the change. The Secretary will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.

SHIFTWORK

6.44 The Secretary may approve shift work arrangements and payments in accordance with this clause and FaHCSIA policy and guidelines.

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

6.46 Where FaHCSIA proposes to introduce a new shift arrangement, employees affected by the change and, where they choose, their representatives (including unions covered by this agreement) will be consulted in relation to the proposed change.

6.47 A shiftworker will be entitled to the following penalty rates in respect of rostered and performed ordinary duty on a shift as follows:

Shift	Penalty Rate
Any part of a shift falls between 7.00pm and 6.30am Monday to Friday	15%
Shifts fall wholly within 7.00pm and 8.00am Monday to Friday for at least 4 continuous weeks	30%
Any part of a shift falls between midnight Friday and midnight Saturday	50%
Any part of a shift falls between midnight Saturday and midnight Sunday*	100%
Any part of a shift falls on a Public Holiday (except in South Australia, if the public holiday is a public holiday solely because it is a Sunday)*	150%

**NOTE: In South Australia The Holidays Act 1910 (SA) provides that Sundays are a public holiday. The public holiday rate will not apply to work undertaken in South Australia if the public holiday is a public holiday solely because it is a Sunday.*

6.48 The Secretary may approve the payment of an annual shift allowance in lieu of penalty rates. The shift allowance will be calculated by averaging the shift penalty rates provided in this clause.

6.49 Shift penalties or shift allowance are payable during periods of annual leave. Shift penalties or shift allowance is not payable during other periods of leave.

6.50 Where a public holiday occurs on a day when the employee who is regularly rostered to perform shiftwork on at least 6 days of the week is rostered off duty, the employee is entitled to:

a) leave for a day instead of the public holiday; or

b) an amount equal to salary for a day at the ordinary rate for the employee.

This clause will not apply in South Australia if the public holiday is a public holiday solely because it is a Sunday.*

*Note: Sundays are a public holiday in South Australia due to the operation of the *Holidays Act 1910 (SA)*

6.51 Where a shiftworker works to a roster including weekend days, the employee will be entitled to an additional half day's annual leave for each Sunday on rostered duty up to a maximum of an additional 5 days annual leave.

OVERTIME

6.52 Overtime is only to be worked with the approval of the Secretary for work performed in addition to regular hours of work.

6.53 For part-time employees, overtime is work performed at the direction of the Secretary which is in addition to the employee's agreed or regular hours or is beyond the total hours of work over the settlement period specified for the employee in the employee's PTE agreement.

6.54 Where necessitated by operational requirements, the Secretary may direct an employee to work overtime outside regular hours provided that an employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- any risk to the employee's health and safety;
- the employee's personal circumstances, including family responsibilities;
- the needs of the work unit;
- the notice (if any) given by the employer of the overtime and by the employee of an intention to refuse it; and
- any other relevant matter.

6.55 For an employee eligible to receive overtime payments, overtime hours worked will be paid or, where agreed, time off in lieu will accrue at the following penalty rates:

- overtime worked Monday to Saturday will be paid at time and a half for the first three hours each day and double time thereafter;
- overtime worked on Sunday will be paid at the rate of double time. Emergency duty, where no notice is given to the employee prior to ceasing ordinary duty, will also be paid at the rate of double time including time necessarily spent travelling to and from duty; and
- overtime worked on a public holiday will be paid at the rate of double time and a half, including the single time already paid for the public holiday, except in South Australia if the public holiday is a public holiday solely because it is a Sunday.*

  *Note: Sundays are a public holiday in South Australia due to the operation of the *Holidays Act 1910 (SA).*

6.56 Salary rates for the purposes of calculating overtime will include any allowance in the nature of salary (e.g. Temporary Performance Allowance – refer Appendix 3.)

6.57 Where overtime is continuous with ordinary duty, overtime payments will be made for hours actually worked i.e. there will be no minimum period for which overtime will be paid. Where overtime is not continuous, payment will include payment for reasonable travelling time but there will be no minimum payment.

6.58 Employees working overtime will be eligible for assistance in meeting extra family care costs in accordance with clause 5.9 of this Agreement.

EMERGENCY DUTY

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

REST PERIOD

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

RESTRICTION DUTY

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

6.62 Where an employee in receipt of a Restriction Allowance is recalled to duty at a place of work, a three hour minimum overtime payment will apply and where the employee is required to perform duty, but is not recalled to a place of work, a one hour minimum overtime payment will apply.

6.63 Where an employee on restriction is recalled to duty and receives an overtime payment, the employee will not be entitled to receive the Restriction Allowance for the period for which overtime is payable.

TIME OFF IN LIEU OF OVERTIME AND RESTRICTION DUTY

6.64 Where the Secretary agrees, employees who are eligible for an overtime payment or restriction allowance may elect to take time off in lieu at the appropriate penalty rate.

6.65 Where time off in lieu of payment has been agreed, but the employee has not been granted that time off within four (4) weeks or another agreed period due to operational requirements, the employee may elect to receive payment of the original overtime or restriction duty entitlement.

OVERTIME MEAL ALLOWANCE

6.66 The Secretary will approve the payment of an overtime meal allowance of $26.45, in addition to overtime, to an employee who works approved overtime after the end of ordinary duty for the day, to the completion of or beyond a meal period without a break for a meal. Overtime meal allowance will be varied in accordance with rates advised through an approved subscription service.

6.67 A meal period is:

- 7.00am to 9.00am
- noon to 2.00pm
- 6.00pm to 7.00pm

- midnight to 1.00am

6.68 The Secretary will also approve payment of a meal allowance to an employee who:

- is required, after the completion of the employee's ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion, and is not entitled to payment for that break;
- is required to perform duty before the commencement of ordinary hours of duty, who breaks for a meal and is not entitled to payment for that break;
- is required to perform duty on a Saturday or public holiday, in addition to the employee's normal weekly hours of duty, extending beyond a meal break and is not entitled to payment for that meal break; or
- is recalled to duty at a place of work while in receipt of restriction allowance and the duty extends beyond a meal break.

6.69 Substituted meal periods can be utilised by agreement between the Secretary and an employee. Such an agreement will provide for four meal allowance periods in each 24 hour cycle.

EXECUTIVE LEVEL EMPLOYEES - ENTITLEMENT TO OVERTIME AND OTHER RELATED PAYMENTS

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

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

EXECUTIVE LEVEL EMPLOYEES - TIME OFF IN LIEU (TOIL) FOR ADDITIONAL HOURS

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

6.72 The parties to this Agreement recognise that the hours of duty worked by Executive Level employees are not regular and that their focus on high level achievement often results in additional work performed beyond ordinary hours. FaHCSIA does not support Executive Level employees working unreasonable additional hours.

6.73 To ensure that unreasonable hours are not being worked, managers should have regular discussions with Executive Level employees about workload requirements, working hours and work/life balance.

6.74 Additional hours include extra time worked in the office, at home and travel time outside ordinary hours when undertaking approved business travel.

6.75 Where a manager and an Executive Level employee agree that additional work is necessary, they should also discuss time off in lieu so that agreement on appropriate TOIL and its timing can be reached prior to the working of additional hours. Where the need to work additional hours is urgent or unforeseen, the discussion should occur as soon as practicable after the event.

6.76 FaHCSIA managers will recognise the extra contribution by Executive Level employees who make a significant additional productive effort by facilitating time off

work for them without deduction from leave credits. TOIL should be taken as soon as possible after the additional hours have been worked.

6.77 Taking into account the principles mentioned above, reasonable requests for time off under these arrangements will not be refused, except for operational reasons.

6.78 Further information in relation to Executive level TOIL is contained in the Executive Level Employees – Time Off In Lieu Guide.

PUBLIC HOLIDAYS

6.79 Employees will be entitled to the following public holidays each year:

- New Year's Day (1 January);
- Australia Day (26 January);
- Good Friday;
- Easter Monday;
- Anzac Day (25 April);
- The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- Christmas Day (25 December);
- Boxing Day (26 December);
- Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.

6.80 If under a state or territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.

6.81 The Secretary and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday having regard to operational requirements.

6.82 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.

6.83 If an employee performs duty or is subject to a restriction direction under clause 6.61 on Easter Saturday in a jurisdiction where it is not recognised as a public holiday, the employee will receive overtime, shift penalty or restriction allowance payments as if the day were a public holiday.

CHRISTMAS AND EASTER CLOSEDOWNS

6.84 FaHCSIA will close its normal operations from 12:30pm on the last working day before Christmas, with business resuming on the first working day after New Year's Day.

6.85 Employees will be provided with time off for the working days covered by the 'close down' period referred to in Clause 6.84 and will be paid in accordance with their ordinary hours of work. Where an employee is absent on paid leave, on both sides or on one side of the closedown period, payment for the closedown period will be in accordance with the employee's ordinary hours of work.

6.86 Employees on leave without pay on either side of the close down period will not be paid for the closedown days.

6.87 There will be no deduction from leave credits for the closedown days.

6.88 All FaHCSIA workplaces will be closed for business from 3.00pm on Easter Thursday and employees will be granted 2 hours paid leave without deduction from leave credits.

6.89 Employees directed to attend for duty during periods that would otherwise be regarded as working time during the Christmas and Easter closedowns will be eligible for payment or time off in lieu on the same basis as for duty on a Sunday.

6.90 Executive Level employees required to attend for duty during periods that would otherwise be regarded as working time during the Christmas and Easter closedowns will be eligible for time off in lieu on the basis of two hours off for every one hour worked.

PART 7 – LEAVE

7.1 Decisions concerning the administration of leave will be fair and equitable and will ensure that the interests and responsibilities of both the employee and FaHCSIA are appropriately acknowledged.

7.2 The administration, management and approval of leave will be in accordance with the provisions contained in this Agreement and the FaHCSIA Leave Guide as varied from time to time.

7.3 The leave provisions of this Agreement do not apply to a casual employee who is paid a loading in lieu of leave entitlements (other than long service leave) and public holidays not worked, unless specifically stated otherwise.

NOTIFICATION OF ABSENCE

7.4 Generally, employees must obtain prior approval for all leave and provide reasonable notice of the intended period of leave.

7.5 Where an employee will be absent from work and illness, injury or an emergency prevents prior approval for the grant of leave, the employee must notify their manager (or if unavailable, an agreed alternative person) as soon as possible of the reason and expected length of the absence.

PORTABILITY OF LEAVE

7.6 Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.

7.7 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised.

7.8 For the purposes of this clause:

- 'APS employee' has the same meaning as the *Public Service Act 1999**
- 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*

7.9 Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Secretary may, at the employee's request, recognise any accrued annual leave and personal/carers leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation.

ANNUAL LEAVE

7.10 A full-time employee is entitled to 20 days paid annual leave accruing daily and credited monthly in arrears. Part-time employees accrue 20 days annual leave per annum calculated on a pro-rata basis.

7.11 The Secretary may approve annual leave at either full or half pay.

7.12 Employees living in remote localities accrue additional annual leave credits as outlined in clauses 15.8 and 15.23 to 15.24.

7.13 FaHCSIA is committed to assisting its employees to have a reasonable work/life balance and acknowledges the value in having employees access their annual leave entitlements on a regular basis. Employees are encouraged to take their full annual leave entitlement each calendar year. Managers are responsible for enabling employees to take this leave by effective planning within their work area.

7.14 Subject to operational requirements, the Secretary may grant annual leave to an employee at any time. Requests for annual leave should be processed promptly and, subject to operational requirements, should not be unreasonably declined.

7.15 The relevant manager and the employee will be notified when the employee's annual leave accrual reaches 30 and 40 days for full-time employees and a pro-rata amount for part-time employees.

7.16 Where an employee's annual leave accrual is approaching 40 days, for a full-time employee or a pro-rata amount for part-time employees, the employee and the employee's manager should discuss and agree on a leave management strategy to reduce the amount of accrued annual leave.

7.17 Where an employee has accrued more than 40 days annual leave for an employee or a pro-rata amount for part-time employees (or in the case of employees in remote localities who are entitled to additional annual leave - more than 2 years credit), the Secretary may direct the employee to take a period of leave of not more than ¼ of the total leave accrued.

7.18 An employee may not be directed to take annual leave where the employee:

- has made an application for annual leave of a period greater than 10 days for full-time employees or a pro-rata amount for part-time employees in the previous 6 month period and the application was not approved; or
- is following a management strategy to reduce the employee's amount of accrued leave, which has been agreed with their manager consistent with clause 7.16.

7.19 FaHCSIA will monitor annual leave accruals through regular reports to the FaHCSIA Executive Management Group, providing leave balances by Group/State Office. This high level information will also be provided to the Workplace Consultative Forum on a quarterly basis.

7.20 An employee's accrual of annual leave will be reduced where a period or periods of leave without pay that is not to count as service exceeds 30 days.

7.21 Annual leave is paid in lieu on separation from the APS.

7.22 Where any designated (or substituted) public holiday for which the employee is entitled to payment occurs during any period of annual leave, the period of the holiday is not deducted from the annual leave entitlement.

7.23 Absence on annual leave counts as service for all purposes.

VOLUNTARY CASH OUT OF ANNUAL LEAVE

7.24 The Secretary may approve an application by an employee to cash out up to 10 days of their accrued annual leave entitlement. The cash out is subject to:

- the employee retaining a balance of annual leave credits of at least 20 days after the cash-out;
- the employee providing a written election to forgo the amount of annual leave to be cashed out; and

- only one application being made in a calendar year.

PERSONAL LEAVE

Accrual of personal leave credits

7.25 Ongoing employees will receive a credit of 20 days personal leave on engagement and then be entitled to 20 days personal leave for each full year of employment accruing daily and credited at the completion of each month.

7.26 Non-ongoing employees will receive a credit of 20 days personal leave per year, accruing daily and credited at the completion of each month.

7.27 Part-time employees will accrue 20 days personal leave calculated on a pro-rata basis based on their hours worked.

7.28 An employee's accrual of personal leave will be reduced where a period or periods of leave without pay that is not to count as service exceeds 30 days.

Approval of personal leave

7.29 The Secretary will, subject to available credits, approve personal leave with pay for an employee who is absent in the following circumstances:

- due to personal illness or injury (sick leave);
- to provide care or support (carer's leave) to a member of the employee's immediate family or household because of:
  - the member's personal illness or injury; or
  - during an unexpected emergency affecting the member.
- compassionate leave of 3 days on each occasion that a member of the employee's immediate family or household:
  - contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life; or
  - dies.

7.30 A relationship through traditional kinship is included in the definition of an employee's immediate family (see definitions in Part 17) and therefore where an employee is required to provide care or support to their kin in the circumstances outlined above, it is considered a legitimate reason to utilise carer's leave.

7.31 Where an employee has insufficient personal leave credits available, the Secretary will approve 3 days paid leave per occasion when a member of the employee's immediate family or household contracts or develops a personal injury or illness that poses a serious threat to their life or dies.

7.32 The Secretary may, in exceptional circumstances, approve an employee's request to convert their personal leave credits to half pay to cover a period of leave for sick or caring purposes.

7.33 Casual employees are entitled to two days of unpaid compassionate leave on each occasion that a member of the employee's immediate family or household contracts or develops a personal illness, sustains a personal injury that poses a serious threat to his or her life or dies.

Where an employee has insufficient personal leave credits

7.34 Where an employee has insufficient personal leave credits, the Secretary may:

- grant personal leave without pay; or
- in exceptional circumstances and on application from the employee, approve a specified period or periods of leave for personal illness, injury or caring purposes, where the employee or the person the employee needs to care for has a serious and/or life threatening illness or injury, and the leave is supported by a medical certificate or other supporting documentation. Additional leave for caring purposes will only be approved to a maximum of 15 days. This 15 day limit will be reduced by the amount of carer's leave the employee has already utilised in the calendar year. The Secretary may consider whether the employee should utilise other leave credits before deciding the application or may approve the leave on half pay or full pay.

Medical or other supporting documentation – sick and carer's leave

7.35 An employee must provide medical or other supporting documentation for sick and carer's (does not include compassionate) leave for:

(i) leave in excess of 8 working days per calendar year for both full-time and part-time employees without medical or other supporting documentation, and/or

(ii) absences in excess of three consecutive working days for both full-time and part-time employees.

7.36 Notwithstanding clause 7.35, the Secretary may ask the employee to produce satisfactory medical or other supporting documentation to support any period of sick or carer's leave irrespective of the length of the proposed absence. Circumstances where this may occur include where:

- repeated and frequent single day or short term absences occur; or
- the employee has a pattern of taking a particular day off (e.g. Mondays).

7.37 Medical certificates from registered health practitioners and registered health providers will be accepted. Where it is not reasonably practicable to provide a certificate, a statutory declaration made by the employee will be acceptable.

7.38 The one exception to clause 7.35 (i) is where:

- an employee has a personal illness or injury which requires ongoing treatment, and/or may result in the employee taking personal leave for illness or injury on a regular or intermittent basis; and
- the Secretary has received medical evidence confirming the ongoing condition.

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

Notifying absences

7.40 Employees are required to notify their manager (or if unavailable, an agreed alternative person) of their intended absence as close as possible to the employee's normal commencement time. If the employee is unable to provide prior notification of their intended absence, the employee should contact the manager by phone (and not by email or text message) unless this is not practicable.

7.41 Where an employee has been absent on sick leave for a continuous period of two weeks or more, the employee's manager must contact the Health, Safety and Diversity Section in People Branch, which will assess whether support or rehabilitation intervention is necessary.

Termination of employment on invalidity grounds

7.42 An employee will not, without their consent, have their employment terminated on invalidity grounds before their paid personal/carer's leave credits are exhausted.

Interaction with other leave types

7.43 An employee on personal leave who has exhausted their paid personal leave credits may, subject to available credits, apply for either annual leave or long service leave. Any such application must be supported by a medical certificate.

7.44 An employee on annual or purchased leave can, on production of medical or other supporting documentation, apply to take personal leave for illness, injury, caring or compassionate purposes and have the annual or purchased leave recredited.

7.45 An employee on long service leave can, on production of medical or other supporting documentation, apply to take a minimum of a whole day's personal leave for illness, injury or caring purposes and have the long service leave recredited.

7.46 An employee on maternity leave without pay can, on production of medical or other supporting documentation, apply to take a minimum of a whole day's personal leave for illness, injury or caring purposes. Where a period of personal leave is granted in this circumstance, the period of maternity leave without pay is not extended. This only applies to a period of unpaid maternity leave approved under the *Maternity Leave (Commonwealth Employees) Act 1976* and does not include periods where the employee has applied for an extension of leave without pay under Section 96 of the *Fair Work Act 2009*.

7.47 Personal leave for sick/caring or compassionate purposes cannot be used to re-credit other forms of paid or unpaid leave other than those prescribed in clauses 7.44 to 7.46 of this Agreement.

RETURN TO WORK

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

LONG SERVICE LEAVE

7.49 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976.*

7.50 The minimum period for which long service leave can be taken is seven calendar days (at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

MATERNITY LEAVE

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

7.52 An employee can elect for the payment of the first 12 weeks of maternity leave and the additional 2 weeks to be paid at half pay over a period of up to 28 weeks (unless extended by clause 7.54) provided that only the first 14 weeks of paid leave shall count as service.

7.53 Paid Maternity Leave is not extended by public holidays or any closedown period occurring during the initial 12 week mandatory period or 24 week period where Maternity Leave is taken at half pay.

7.54 Leave during the additional 2 week period (or 4 week period where taken at half pay) will be extended by public holidays and/or any closedown occurring during this period.

7.55 Where an employee returns to work after a period of maternity leave, the employee will be assigned to the duties previously performed or to alternative duties appropriate to the employee's skills and classification.

7.56 Where the returning employee seeks part-time employment, the employee's previous duties must be considered for conversion initially where available and, if this is not practical, the employee may be assigned to alternative duties suitable for part-time employment.

7.57 An employee returning to duty from maternity leave will have access to part-time employment for up to 3 years. After three years part-time employment, an employee may apply to extend part-time employment for the purpose of continued child care until the child reaches school age. An application to extend part-time employment under these circumstances will be considered in line with the part-time work provisions of this Agreement and a manager will not unreasonably oppose applications for part-time employment beyond the initial 3 year period.

DEFENCE RESERVE LEAVE

7.58 The Secretary may grant an employee leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full time Service (CTFS) or Cadet Force obligations.

7.59 An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.

- During, the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.

- 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, to enable the employee to undertake training as a member of the ADF Reserves.
- Employees are not required to pay their tax free ADF Reserve salary to the Department in any circumstances.

7.60 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.

7.61 Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

7.62 Employees are to notify managers at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

MISCELLANEOUS LEAVE

7.63 The Secretary may grant miscellaneous leave in accordance with the FaHCSIA Leave Guide as varied from time to time. The intention of miscellaneous leave is to provide flexibility to managers and employees by providing that leave may be made available for a variety of purposes where there are no other appropriate leave provisions for the grant of leave.

7.64 Miscellaneous leave may be granted:

- with or without pay;
- to count as service or not to count as service; and
- subject to certain conditions.

7.65 The Secretary may approve leave with pay under this clause to support, among other things, a FaHCSIA employee:

- to donate blood;
- on jury service;
- to engage in voluntary emergency management activities (with a recognised emergency management body) in accordance with section 109 of *Fair Work Act 2009* - including for training or ceremonial duties;
- in short term special/emergency situations or other exceptional personal or family circumstances not covered by the personal/carer's leave provisions of this Agreement, including domestic violence; and
- where a catastrophic emergency and/or natural disaster event has occurred or an official warning or alert in relation to such an event has been issued.

7.66 The Secretary may require an employee to provide evidence to support paid or unpaid leave under this clause.

NAIDOC WEEK LEAVE

7.67 The Secretary may grant an employee paid leave for one day per year to participate in NAIDOC Week celebrations.

CULTURAL AND CEREMONIAL LEAVE

7.68 The Secretary may grant an employee up to three days paid and/or two months unpaid cultural and/or ceremonial leave to take part in activities associated with their culture or ethnicity.

MOVING DAYS

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

COMMUNITY VOLUNTEERING LEAVE

7.70 The Secretary may grant up to 4 days miscellaneous leave with pay and a reasonable amount of leave without pay to undertake community volunteering. Community Volunteering Leave can be taken in part days including in hours and minutes.

PURCHASED LEAVE

7.71 With the agreement of the Secretary, ongoing employees and non-ongoing employees with more than 12 months service may elect to purchase up to eight weeks of unpaid leave, funded by salary deductions over a maximum period of 12 months.

7.72 An eligible employee may make only one election to purchase unpaid leave in a calendar year. The Secretary may agree to vary an election in exceptional circumstances.

7.73 The minimum period of purchased leave that can be taken at any one time will be one day and purchased leave cannot be taken at half pay. Purchased leave cannot be used to substitute for part-time work arrangements.

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

7.75 Purchased leave will count as service for all purposes. Public holidays and close down periods occurring during a period of purchased leave will be treated in the same way as if they had occurred during a period of annual leave.

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

7.77 Where an employee leaves FaHCSIA employment during the 12 month period in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made in accordance with the relevant Chief Executive's Instruction or for deductions made and leave not taken.

SABBATICAL LEAVE

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

WAR SERVICE SICK LEAVE

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

ADOPTION/FOSTER/PERMANENT CARE LEAVE

7.80 The Secretary will grant 14 weeks adoption/foster/permanent care leave to an employee who adopts/fosters or is granted permanent care of a child and is that child's primary carer, commencing on the date of placement of the adoptive/fostered/permanent care child. This includes arrangements involving long term kinship care that meet the requirements of clauses 7.82 to 7.83.

7.81 An employee who has at least 12 months of continuous service (as defined under the *Maternity Leave (Commonwealth Employees) Act 1973*) is entitled to access 14 weeks paid leave under this provision.

7.82 The adopted/foster/permanent care child must not be a child or stepchild of the employee or the employee's partner unless that child had not been in the custody and care of the employee or the employee's partner for a significant period.

7.83 Applications for adoption/foster/permanent care leave must be supported by official documentary evidence from the relevant person/organisation with statutory responsibility for the long-term placement of the child.

7.84 Where the employee elects, the Secretary will approve the payment of adoption/foster/permanent care leave at half pay over a maximum of 28 weeks, however, only the first 14 weeks of leave shall count as service.

7.85 Adoption/foster/permanent care leave is available from one week prior to the date of placement of a child where requested by the employee.

7.86 An employee, regardless of qualifying service, is eligible for up to two days of pre-adoption leave to attend any interviews or examinations required for the adoption of a child. This leave may be taken as annual leave, purchased leave or as miscellaneous leave without pay.

7.87 Where a fostered child is subsequently adopted by the employee, the employee is not eligible for further leave under this clause in relation to the same child where adoption/foster leave has previously been granted.

SUPPORTING PARTNER LEAVE

7.88 The Secretary will grant 20 days paid supporting partner leave to an employee where the employee's partner has given, or is giving birth, to a child or whose partner is the primary caregiver for an adopted, fostered or permanent care child.

7.89 Supporting partner leave is available from one week prior to the expected due date or placement of the child and must be taken within 12 months of the birth of the child or in the case of adoption/fostering/permanent care, within 12 months from the date when the adoption/fostering/permanent care commences.

7.90 An employee may be required to provide evidence in support of their application for leave (e.g. evidence of the birth of a child, or the placement of an adopted/fostered or permanent care child).

7.91 An employee who is eligible for maternity or adoption/fostering/permanent care leave is not eligible for supporting partner leave.

7.92 The Secretary may approve an application from an employee to take supporting partner leave at half pay. An application to take the leave at half pay will only be approved where the employee applies for the full four week entitlement to be taken in one continuous period of eight weeks.

7.93 Where the employee has approval to take leave at half pay, only the first four weeks of paid leave will count as service.

PARENTAL LEAVE

7.94 The Secretary will grant up to 12 months unpaid parental leave to an employee who has completed at least 12 months of continuous service in the APS, and in accordance with the National Employment Standards (NES).

7.95 An employee taking 12 months parental leave may apply for an extension of unpaid parental leave for a further period of up to 12 months, immediately following the end of the initial 12 month period.

7.96 Where an employee's partner is entitled to access parental leave (paid or unpaid) either under this Agreement, or in accordance with the terms and conditions of employment provided by another employer, the total period of parental leave that may be taken between the couple cannot exceed 24 months after the date of birth or date of placement of the child.

7.97 Periods of unpaid parental leave will not count as service for any purpose.

RETURN TO WORK AFTER PARENTAL LEAVE

7.98 On ending maternity leave, adoption/foster or permanent care leave or general parental leave, an employee is entitled to return to:

- the employee's pre-leave duties; or
- if those duties no longer exist - available duties for which the employee is qualified and suited at the same classification and pay as applied pre-leave

7.99 For the purposes of this clause "pre-leave duties" means those performed:

- if the employee was moved to safe duties because of their pregnancy – immediately before the move;
- if the employee began working part-time because of their pregnancy – immediately before that part-time employment began; or
- otherwise, immediately before the employee commenced leave.

UNAUTHORISED ABSENCE

7.100 Where an employee is absent for any period without approval, the absence will be unpaid and will not count as service for any purpose.

REIMBURSEMENT OF COSTS ON CANCELLATION OF LEAVE

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

PART 8 – A HEALTHY, SAFE AND DIVERSE WORK ENVIRONMENT

HEALTH AND SAFETY AND DIVERSITY

8.1 FaHCSIA recognises that a workplace that is safe, free of discrimination, bullying and harassment and respectful of individuality is essential in promoting individual wellbeing and creating a professional, productive and supportive work environment.

8.2 FaHCSIA acknowledges its employer responsibilities under the *Work, Health and Safety Act 2011*, the *Safety, Rehabilitation and Compensation Act 1988* and anti-discrimination legislation, and seeks to meet these responsibilities through the framework and systems described by the FaHCSIA Workplace Wellbeing Agreement.

8.3 FaHCSIA will ensure that the agreed arrangements for health and safety in the workplace reflect the commitments made in clause 8.2.

Safe driver training

8.4 The Secretary will provide driver training to FaHCSIA employees who undertake driving for FaHCSIA business. Driver training appropriate to the risk and type of vehicle will be provided, where; regular work-related driving in remote/regional areas or a high frequency of metropolitan driving is required.

Vaccination programs

8.5 The Secretary will arrange for employees who wish to receive a vaccination to do so at FaHCSIA's expense.

8.6 FaHCSIA's Health, Safety and Diversity Section in People Branch will determine the optimum time to offer the vaccination service each year after consultation with relevant industry bodies and consideration of vaccine availability.

8.7 Employees would normally use the vaccination service arranged by FaHCSIA, however, if an employee does not use the FaHCSIA service, reimbursement of the cost incurred by the employee will be limited to the cost of the vaccine.

PROMOTING GOOD HEALTH

8.8 FaHCSIA will promote health, wellbeing, and positive lifestyle choices of employees through access to wellbeing seminars and targeted health campaigns.

ELIMINATING BULLYING AND HARASSMENT IN THE WORK ENVIRONMENT

8.9 FaHCSIA has a zero tolerance to bullying. The Department is committed to providing a fair, flexible, safe and rewarding workplace based on respect and courtesy. All employees are responsible for promoting a work environment free from harassment, bullying and discrimination.

8.10 FaHCSIA has established a framework for the prevention and management of issues or complaints of bullying and harassment, in accordance with the FaHCSIA Workplace Wellbeing Agreement. This framework includes:

- a commitment to positive working relationships and practices in the workplace through the use of guidelines and training to support a zero tolerance to bullying and harassment;
- procedures and training for managers and Diversity and Harassment Contact Officers to support them in their role in responding to workplace bullying and harassment issues;

- support for staff to have the courage to act; and
- evaluation of the effectiveness of the systems that provide and promote a workplace that is free of bullying and harassment.

A DIVERSE WORK ENVIRONMENT

8.11 FaHCSIA is committed to diversity in the workplace and a workforce that is reflective of the diversity of the broader Australian community.

8.12 FaHCSIA recognises that the Department's success depends upon our people, with their diverse abilities, skills, languages, cultures and backgrounds. This commitment is consistent with the APS Values, APS Code of Conduct and FaHCSIA's Strategic Framework.

8.13 In consultation with employees and unions, FaHCSIA will enable strategies that support increased employment and career advancement opportunities for people from diverse backgrounds. This commitment extends to increasing representation of people with a disability and enabling access to the workplace.

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

- FaHCSIA WorkAbility Strategy 2012-2014;
- Reconciliation Action Plan 2011 – 2014;
- Aboriginal, Torres Strait Islander Workforce Strategy 2010 – 2012;
- FaHCSIA People Strategy 2012 to 2014; and

succeeding plans and strategies.

8.15 FaHCSIA will maintain the role of Disability Access Coordinator.

8.16 Advisory Committees for employees with a disability may also be established.

Commitment to increase employment outcomes for Aboriginal and Torres Strait Islander employees

8.17 FaHCSIA will make reasonable endeavours to further increase the employment numbers of Aboriginal and Torres Strait Islander people in FaHCSIA over the life of this Agreement.

8.18 In consultation with employees and unions covered by this agreement, FaHCSIA will implement targeted strategies to improve the attraction and retention and will aim to increase (based on the June 2009 figures) Aboriginal and Torres Strait Islander employees in the agency by 20% by 2015 as agreed by Portfolio Secretaries.

8.19 FaHCSIA will maintain resources to support and address Indigenous employee issues in the workplace.

8.20 The Aboriginal and Torres Strait Workforce Strategy Steering Group will continue for the life of this Agreement to provide advice and monitor the implementation of strategies to improve the representation of Aboriginal and Torres Strait Islander employees. The Steering Group will be made up of management, Aboriginal and Torres Strait Islander employee representatives and union representatives. The Steering Group will meet regularly and make recommendations to the Secretary.

8.21 By June 2014, the effectiveness of the Steering Group will be evaluated.

ENVIRONMENTAL INITIATIVES

8.22 FaHCSIA is committed to ongoing environmental sustainability and will continue to consult with employees and their representatives, including through the FaHCSIA Workplace Consultative Forum. FaHCSIA is also committed to promote environmental sustainability and minimise the unnecessary consumption of resources to reduce operational and administrative costs and to reduce its carbon footprint wherever possible.

PART 9 – CONSULTATION AND COMMUNICATION

FREEDOM OF ASSOCIATION

9.1 The employer recognises that employees are free to choose whether or not to:

- be a member of an industrial association;
- join a particular industrial association; and
- be represented by an industrial association.

9.2 Employees will not be disadvantaged or discriminated against because they are, or are not, a member of an industrial association.

EMPLOYEE REPRESENTATION

9.3 In any matter arising under this Agreement, an employee may have an employee representative assist or represent them, and all relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance includes acting as an advocate.

9.4 Employees who perform a role as an employee representative will be provided with appropriate training (e.g. industrial relations training) and facilities to perform their function and FaHCSIA agrees that the representative will not suffer any employment related detriment as a result of performing the representative function.

CONSULTATION

Major change

9.5 Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the Secretary must notify the employees who are likely to be affected by the proposed changes and their representatives.

9.6 Significant effects include:

(a) termination of employment;

(b) major changes in the composition, operation or size of FaHCSIA's workforce or in the skills required;

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

(d) significant alteration in hours of work;

(e) the need to retrain employees;

(f) the need to relocate employees to another workplace; and

(g) the major restructuring of jobs.

9.7 The Secretary must discuss with the employees affected and their representatives, the introduction of the changes referred to in clause 9.6, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

9.8 The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 9.5.

9.9 For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.

9.10 The Secretary is not required to disclose confidential or commercially sensitive information to the employees.

WORKPLACE CONSULTATIVE FORUM

9.11 A FaHCSIA Workplace Consultative Forum (WCF), consisting of management, employee and union representatives, will be one mechanism for tripartite consultation and participation on workplace matters that affect employees. The WCF will be the peak/principal forum for:

- consultation in relation to major change, as outlined in clause 9.5, that will impact on employees;
- consultation on new or proposed changes to FaHCSIA policies and guidelines that affect employees;
- the exchange of information on significant workplace issues affecting employees;
- employee representatives to contribute views on significant workplace issues affecting employees; and
- providing input into relevant reviews conducted by FaHCSIA that impact on employees.

9.12 Members of the WCF will:

- seek mutual understanding on employee-related issues that are important to the achievement of FaHCSIA's business objectives, its ways of working and its organisational wellbeing;
- participate in timely and open two way communication and consultation between FaHCSIA's managers, employees and unions; and
- promote good management/union/employee relations across FaHCSIA.

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

Meetings

9.14 The WCF will have four meetings per calendar year which will be spread evenly across the year.

Consultation

9.15 Consultation and exchange of information, both at meetings and out of session will adhere to the provisions of clauses 2.6 and 9.5 to 9.10 of this Agreement, the Australian Public Service Bargaining Framework and the requirements contained in the *Fair Work Act 2009*.

9.16 WCF members will respond to issues and requests for comments/feedback in a timely manner to ensure implementation of any new initiatives or change is not unreasonably delayed.

Membership of the WCF

9.17 The WCF will consist of:

- four employee representatives from the State Office network, including:
  - two employee representatives elected from State Network – urban;
  - two employee representatives elected from State Network – rural, regional, and remote.
- six employee representatives from National Office;
- one official nominated by the CPSU;
- one official nominated by the MEAA; and
- up to six management representatives nominated by the Secretary.

9.18 Of the ten employee representatives, five will be nominated by the unions.

9.19 People Branch will coordinate the nomination and election process for the remaining five employee representatives. The nomination and election process will take into consideration locations and work areas to ensure there is broad representation, wherever possible.

9.20 Further details in relation to the operation of the WCF will be contained in the FaHCSIA Workplace Consultative Forum Framework to be agreed by the parties, by June 2012.

COMMUNICATION FACILITIES

9.21 The responsibilities and obligations of FaHCSIA managers and employees and CPSU representatives in FaHCSIA workplaces are outlined in the FaHCSIA and CPSU Rights and Responsibilities in relation to CPSU Members, Workplace Delegates and Officials in FaHCSIA Workplaces at Appendix 4. MEAA delegates and officials can also access the “Rights and Responsibilities” at Appendix 4.

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

PART 10 – REVIEW OF EMPLOYMENT DECISIONS AND ACTIONS

INTERNAL AND EXTERNAL REVIEWS

10.1 In accordance with section 33 of the *Public Service Act 1999* and Part 5 of the *Public Service Regulations 1999*, an employee is entitled to request an internal review of decisions or actions that relate to their employment.

10.2 Employees have a right to seek external review of an employment-related decision or action at any time in accordance with section 33 of the *Public Service Act 1999.*

10.3 Additional information can be found in the FaHCSIA Review of Employment Actions Guide.

REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT

10.4 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are:

- under section 394 of the *Fair Work Act 2009*;
- under other Commonwealth laws (including the Constitution); and
- at common law.

10.5 Termination of employment or a decision to terminate employment cannot be reviewed under any of the provisions of this Agreement.

10.6 Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section *123 of the Fair Work Act 2009*, subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the APS Code of Conduct under section 15 of the *Public Service Act 1999*.

PART 11 – DISPUTE RESOLUTION PROCEDURE

11.1 The following are the procedures for preventing and settling disputes arising from matters covered in this Agreement. If a dispute relating to a health and safety matter cannot be satisfactorily resolved under the Department's Workplace Wellbeing Agreement and/or the *Work Health and Safety Act 2011*, the matter can be resolved using the dispute resolution procedures under this Agreement. The objective of these procedures is to resolve disputes cooperatively and at the appropriate workplace level.

11.2 If a dispute relates to a matter under this Agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant manager.

11.3 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 11.2, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.

11.4 If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 11.2 to 11.3 a party to the dispute may refer the matter to Fair Work Australia. Fair Work Australia may deal with the dispute in two stages:

a) Fair Work Australia 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 Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:

(i) arbitrate the dispute; and

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

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.

11.5 The Secretary or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this provision.

11.6 Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the *Fair Work Act 2009*.

11.7 While the parties are trying to resolve the dispute using the procedures in this provision:

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

b) an employee must comply with a direction given by the Secretary 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.

11.8 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this provision.

PART 12 – SALARIES AND CLASSIFICATION STRUCTURES

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

12.2 All salaries are payable from the dates specified in clause 4.1 and below.

APS CLASSIFICATION STRUCTURE

APS Classification	Old Salary	On Commencement		1 June 2012 2%	3 June 2013 2%
		%	Salary		
APS Level 1	38,681	2%	39,455	40,244	41,049
APS Level 1	40,798	2%	41,614	42,446	43,295
APS Level 1	42,914	5.2%	45,146	46,049	46,970
APS Level 2	45,028	2%	45,929	46,848	47,785
APS Level 2	47,144	2%	48,087	49,049	50,030
APS Level 2	49,266	5.2%	51,828	52,865	53,922
APS Level 3	51,158	2%	52,181	53,225	54,290
APS Level 3	53,355	2%	54,422	55,510	56,620
APS Level 3	55,553	5.2%	58,442	59,611	60,803
APS Level 4	57,753	2%	58,908	60,086	61,288
APS Level 4	59,952	2%	61,151	62,374	63,621
APS Level 4	62,153	5.2%	65,385	66,693	68,027
APS Level 5	65,194	2%	66,498	67,828	69,185
*****APS Level 5	67,690	2%	69,044	70,425	71,834
APS Level 5 (new point)	70185	2%	71,589	73,021	74,481
#APS Level 6	70185	**Point removed and becomes new top point for APS5**			
APS Level 6	72,806	2%	74,262	75,747	77,262
APS Level 6	75,424	2%	76,932	78,471	80,040
APS Level 6	78,043	5.2%	82,101	83,743	85,418
#Executive Level 1	85,822	**Point removed**			
Executive Level 1	90,713	2%	92,527	94,378	96,266
*****Executive Level 1	95,603	2%	97,515	99,465	101,454
Executive Level 1 (new point)		N/A	101,271	103,296	105,362

APS Classification	Old Salary	On Commencement		1 June 2012 2%	3 June 2013 2%
		%	Salary		
#Executive Level 2	99,982	**Point removed**.			
Executive Level 2	106,920	2%	109,058	111,239	113,464
*****Executive Level 2	113,886	2%	116,164	118,487	120,857
Executive Level 2	117,697	5.2%	123,817	126,293	128,819

N.B. The soft barrier that was in place between the old EL2.3 and EL2.4 has been removed.

Employees who were on this salary point move to the next salary point in the classification range on commencement of this Agreement.

* Employees who have been on this salary point for 12 months or more will move to the maximum salary point in the classification range from the commencement of this Agreement.

FaHCSIA TRAINEE BROADBAND

12.3 In accordance with Part 4 of this Agreement, the following annual salary rates will apply to FaHCSIA trainees. The entry pay point for an adult FaHCSIA Trainee will be assessed in accordance with the criteria in clause 4.31 of this Agreement and the FaHCSIA Salary and Allowances Guide, having specific regard to the employee's qualifications, work experience, skills and abilities.

APS Classification	FaHCSIA Local Title	Old Salary	On Commencement		1 June 2012 2%	3 June 2013 2%
			%	Salary		
APS Level 1	FaHCSIA Trainee	38,681	2%	39,455	40,244	41,049
APS Level 1	FaHCSIA Trainee	40,798	2%	41,614	42,446	43,295
APS Level 1	FaHCSIA Trainee	42,914	5.2%	45,146	46,049	46,970
APS Level 2	FaHCSIA Trainee	45,028	2%	45,929	46,848	47,785
APS Level 2	FaHCSIA Trainee	47,144	2%	48,087	49,049	50,030
APS Level 2	FaHCSIA Trainee	49,266	5.2%	51,828	52,865	53,922

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

FaHCSIA GRADUATE BROADBAND

12.5 In accordance with Part 4 of this Agreement, the following annual salary rates will apply to FaHCSIA Graduates. The entry pay point for FaHCSIA Graduates will be assessed in accordance with the criteria in clause 4.31 of this Agreement and the FaHCSIA Salary and Allowances Guide, having specific regard to the employee's qualifications, work experience, skills and abilities.

APS Classification	FaHCSIA Local Title	Old Salary	On Commencement		1 June 2012 2%	3 June 2013 2%
			%	Salary		
APS Level 3	FaHCSIA Graduate	51,158	2%	52,181	53,225	54,290
APS Level 3	FaHCSIA Graduate	53,355	2%	54,422	55,510	56,620
APS Level 3	FaHCSIA Graduate	55,553	5.2%	58,442	59,611	60,803
APS Level 4	FaHCSIA Graduate	57,753	2%	58,908	60,086	61,288
APS Level 4	FaHCSIA Graduate	59,952	2%	61,151	62,374	63,621
APS Level 4	FaHCSIA Graduate	62,153	5.2%	65,385	66,693	68,027

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

CADET APS AND RESEARCH OFFICERS

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

Classification	Old Salary	On Commencement		1 June 2012 2%	3 June 2013 2%
		%	Salary		
Cadet APS/Study Period* (57%)	22,270	2%	22715	23169	23632
Cadet APS/ Work Placement*1st year at FaHCSIA	39,071	2%	39852	40649	41462
Cadet APS/ Work Placement* 2nd year at FaHCSIA	40,386	2%	41194	42018	42858
Cadet APS/ Work Placement* 3rd year at FaHCSIA	41,474	2%	42303	43149	44012
Cadet APS/ Work Placement* 4th year at FaHCSIA	43,182	5.2%	45427	46336	47263
APS Level 3 (Research Officer 1)	51,158	2%	52,181	53,225	54,290
APS Level 3 (Research Officer 1)	53,355	2%	54,422	55,510	56,620
APS Level 3 (Research Officer 1)	55,553	5.2%	58,442	59,611	60,803

*Study Period = time during the year when studying while on cadetship
*Work Placement = time during the year when undertaking work placement in FaHCSIA office as per Cadetship Agreement.

12.8 On satisfactory completion of their course of training and subject to meeting agreed performance standards as assessed in accordance with the FaHCSIA Performance

Management Framework, a Cadet APS will be allocated an operational classification of APS Level 3 (with a local title of FaHCSIA Research Officer 1). Salary on advancement will be determined according to qualifications held at the time of advancement.

ICT CADETSHIPS

12.9 In accordance with Part 4 of this agreement and Part 4 of the Memorandum of Understanding (MoU) with the Department of Finance and Deregulation, the following annual salary rates will apply to employees employed in the training classification of Cadet APS (ICT Cadet). The entry pay point for an ICT Cadet will be assessed in accordance with the criteria in clause 4.31 of this Agreement and the FaHCSIA Salary and Allowances Guide, having specific regard to the Cadet's qualifications, work experience, skills and abilities.

APS Classification	FaHCSIA Local Title	Old Salary	On Commencement		1 June 2012 2%	3 June 2013 2%
			%	Salary		
Cadet APS	ICT Cadet	45,028	2%	45,929	46,848	47,785
Cadet APS	ICT Cadet	47,144	2%	48,087	49,049	50,030
Cadet APS	ICT Cadet	49,266	5.2%	51,828	52,865	53,922

12.10 Cadets will be employed on a part-time basis at a minimum of two full days per week during the University Semester with the option of full-time employment during University holidays for the approved period of study.

12.11 The Secretary will approve payment of an Academic Allowance to Cadets of $800 per successfully completed unit, capped at 4 units per semester. The allowance is taxable and will be paid through the payroll system. In the event that a Cadet withdraws, or due to a breach of the conditions of the ICT Cadetship is removed from the Cadetship Program, the Cadet may be required to repay the full amount of Academic Allowance payments received within 30 days of withdrawal or removal from the Program.

12.12 On satisfactory completion of the Cadetship Program, Cadets will transition to a full-time position at the APS 2 level.

12.13 Other conditions for ICT Cadetships including eligibility requirements, incremental advancement, training programs, evaluation and completion criteria are prescribed in the MoU with the Department of Finance and Deregulation as varied from time to time.

INDIGENOUS AUSTRALIAN GOVERNMENT DEVELOPMENT PROGRAM (IAGDP) BROADBAND

12.14 Employees engaged by FaHCSIA as IAGDP participants will have a commencement salary at the APS 3 classification level under this Agreement. The entry pay point for an IAGDP participant will be assessed in accordance with the criteria in clause 4.31 of this Agreement and the FaHCSIA Salary and Allowances Guide, having specific regard to the participant's qualifications, work experience, skills and abilities.

12.15 Upon satisfactory completion of the IAGDP requirements, employees will be eligible for advancement within the IAGDP APS 3 - 4 Level broadband.

APS Classification	FaHCSIA Local Title	Old Salary	On Commencement		1 June 2012 2%	3 June 2013 2%
			%	Salary		
APS Level 3	IAGDP Trainee	51,158	2%	52,181	53,225	54,290
APS Level 3	IAGDP Trainee	53,355	2%	54,422	55,510	56,620
APS Level 3	IAGDP Trainee	55,553	5.2%	58,442	59,611	60,803
APS Level 4	IAGDP Trainee	57,753	2%	58,908	60,086	61,288
APS Level 4	IAGDP Trainee	59,952	2%	61,151	62,374	63,621
APS Level 4	IAGDP Trainee	62,153	5.2%	65,385	66,693	68,027

FaHCSIA LEGAL BROADBAND

12.16 In accordance with Part 4 of this agreement, the following annual salary rates will apply to FaHCSIA employees employed in the Legal Officer local titles.

APS Classification	FaHCSIA Local Title	Old Salary	On Commencement		1 June 2012 2%	3 June 2013 2%
			%	Salary		
APS Level 4	Legal Officer	62,153	2%	63,396	64,664	65,957
APS Level 5	Legal Officer	67,690	2%	69,044	70,425	71,834
APS Level 6	Legal Officer	75,424	2%	76,932	78,471	80,040
APS Level 6	Legal Officer	78,043	5.2%	82,101	83,743	85,418
Hard Barrier – Advancement subject to a merit process						
#Executive Level 1	Senior Legal Officer	85,822	**Point removed**			
+Executive Level 1 (new point)	Senior Legal Officer		N/A	92,527	94,378	96,266
^Executive Level 1	Senior Legal Officer	92,673	N/A	97,515	99,465	101,454
Executive Level 1	Senior Legal Officer	105,976	5.2%	111,487	113,717	115,991
Hard Barrier – Advancement subject to a merit process						
Executive Level 2	Principal Legal Officer	113,999	2%	116,279	118,605	120,977
Executive Level 2	Principal Legal Officer	120,702	5.2%	126,979	129,519	132,109
Work Value/Availability Barrier						
*****Executive Level 2	Special Counsel/ Deputy Branch Manager	127,462	5.2%	134,090	136,772	139,507

Employees who were on this salary point move to the next salary point in the classification range on commencement of this Agreement.

\+ New salary point to align with EL1 classification.

^ Salary on commencement aligns with 2nd salary point of EL1 classification.

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

Eligibility Requirement

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

FaHCSIA PUBLIC AFFAIRS OFFICERS (PAO) BROADBAND

12.17 In accordance with Part 4 of this agreement, the following annual salary rates will apply to FaHCSIA employees employed in the Public Affair Officer local titles.

APS Classification	FaHCSIA Local Title	Old Salary	On Commencement		1 June 2012 2%	3 June 2013 2%
			%	Salary		
APS Level 4	PAO1	61,235	2%	62,460	63,709	64,983
APS Level 5	PAO1	63,926	2%	65,205	66,509	67,839
APS Level 5	PAO1	66,701	5.2%	70,169	71,572	73,003
Hard Barrier – Advancement subject to a merit process						
APS Level 6	PAO2	70,491	2%	71,901	73,339	74,806
APS Level 6	PAO2	74,035	2%	75,516	77,026	78,567
APS Level 6	PAO2	80,418	5.2%	84,600	86,292	88,018
Hard Barrier – Advancement subject to a merit process						
Executive Level 1	PAO3	95,603	2%	97,515	99,465	101,454
Executive Level 1	PAO3	100,790	2%	102,806	104,862	106,959
Executive Level 1	PAO3	105,976	5.2%	111,487	113,717	115,991
Hard Barrier – Advancement subject to a merit process						
Executive Level 2	SPAO	114,013	2%	116,293	118,619	120,992
Executive Level 2	SPAO	120,702	5.2%	126,979	129,519	132,109

Eligibility Requirement

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

PART 13 - ALLOWANCES AND REIMBURSEMENTS

WORKPLACE CONTACT OFFICER ALLOWANCE

13.1 An employee appointed by the Secretary to undertake any of the following roles:

- First Aid Officer;
- Emergency Warden;
- Health and Safety Representative; and/or
- Diversity and Harassment Contact Officer,

will subject to having undertaken the relevant training and/or possessing the required certification(s) as defined in the FaHCSIA Salary and Allowances Guide be entitled to be paid an allowance as set out in clause 13.2.

13.2 An employee undertaking more than one Workplace Contact Officer role simultaneously will only receive a single allowance payment in respect of all roles undertaken. Part-time employees are entitled to a pro-rata payment.

	Rate on commencement $ per fortnight	**1 June 2012 3% increase**	**3 June 2013 2 % increase**
Workplace Contact Officer Allowance	$22.00	22.70	23.20

COMMUNITY LANGUAGE ALLOWANCE

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

Standard	**Level of Competence**
CLA Rate 1	An employee who: ▪ passes the Language Aide Test conducted by the National Accreditation Authority for Translators and Interpreters (NAATI); or ▪ is recognised by NAATI to possess equivalent proficiency; or ▪ is waiting to be assessed by the above means and whose manager certifies that the employee uses the language skills to meet operating requirements of the workplace, until such time assessment is completed; or ▪ is assessed to be at the equivalent level by the Secretary or body approved by the Secretary.
CLA Rate 2	An employee who is: ▪ accredited or recognised by NAATI at the Para professional Interpreter /Translator level or above; or ▪ assessed to be at the equivalent levels by the Secretary or body approved by the Secretary, and ▪ required to undertake interpreting or translating services.

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

Standard	Previous Rate $ per annum	Rate on commencement $ per annum 3% increase	On 1 June 2012 3% increase	On 3 June 2013 2% increase
CLA Rate 1	906	933	961	980
CLA Rate 2	1816	1871	1927	1966

DEPARTMENTAL LIAISON OFFICER ALLOWANCE

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

Previous Rate $ per annum	Rate on commencement $ per annum 3% increase	On 1 June 2012 3% increase	On 3 June 2013 2% increase
18643	19202	19778	20174

MOTOR VEHICLE ALLOWANCE

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

13.7 Authorised employees will receive a motor vehicle allowance of 74 cents per kilometre. The allowance shall not exceed the amount that would have been payable to otherwise transport the employee by the most efficient means.

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

ALLOWANCE FOR IMPACT OF BUILDING WORK

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

13.10 For the purposes of this clause, "unreasonable impact on their working environment" means any detrimental effects on the working conditions of office-based employees caused by a variety of factors associated with building activities, including one or generally more of the following: dust, noise, fumes, extremes of temperature, vibrations, cold, wet, dirt, loss of amenities.

13.11 "Building activities" means any construction, building alterations or refurbishment activities at an office location.

13.12 Where there has been unreasonable impact on the working environment the Secretary will approve the amount of allowance paid to affected employees in accordance with sub-clauses 13.14 and 13.15 below, and the Impact of Building Work Guide as varied from time to time.

Rate of allowance

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

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

Note: The points will be derived from the application of the formula outlined at clause 13.14.

Formula for calculating rate of allowance

13.14 Formula for calculating allowance is Q = (DxP) + N.

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

Where:

Proximity (P) is determined as follows:

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

Duration (D) multiplier is determined as follows

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

Nature (N) and type of building activity

Use of concrete cutters and jackhammers or similar large construction tools	10 points
Use of electric power tools	5 points
Creation of dust	5 points
Disruption to air-conditioning climate control systems	5 points
Excessive vibration	5 points
Temporary Loss of access to amenity (toilet, kitchen etc)	5 points
Excessive noise	5 points
Fumes	5 points
Use of hand tools	2 points

ASSISTANCE WITH RELOCATION EXPENSES

13.15 FaHCSIA employees may be entitled to reasonable relocation expenses where they are relocated from one locality to another, in accordance with the provisions of clauses 13.16 to 13.31 and the FaHCSIA Relocation Guidelines.

Employer initiated moves

13.16 Where FaHCSIA compulsorily transfers an employee from one locality to another, the Secretary will reimburse the employee up to $40,000 for reasonable expenses associated with the relocation of the employee and family.

Employee initiated moves

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

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

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

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

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

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

Reasonable relocation expenses

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

- the cost of travel;
- the removal of furniture and household effects, including motor vehicles;
- the cost of temporary accommodation for up to 3 months;
- reimbursement of costs incurred in the sale and purchase of a home;
- additional education costs;
- additional mortgage interest costs;
- kennelling and transporting a pet or pets; and
- compensation payable by FaHCSIA for loss or damage where the Department has approved removal arrangements.

Disturbance allowance

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

- $519.00 for employees without dependants;
- $1,086.00 for employees with at least one dependant; plus
- $206.00 in respect of each dependant child who is a full-time student.

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

Term transfers

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

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

13.26 The Secretary will approve relocation assistance for an employee undertaking a term transfer in accordance with clause 13.16 of this Agreement.

13.27 In this clause:

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

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

13.29 The Secretary may reimburse an employee on term transfer an amount equal to six reunion visits by economy class return travel by air in any one year from the date that the term transfer commences.

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

13.31 The provisions of clauses 13.7-13.8 of this Agreement will apply should the Secretary approve a mode of travel other than air.

EXCESS TRAVELLING TIME (ETT)

13.32 Where an employee whose usual place of work changes permanently or temporarily as a result of a move initiated by FaHCSIA, the Secretary will pay the employee for additional time necessarily spent in travel in excess of the time usually spent travelling to and from home and the previous place of work.

13.33 ETT is only payable:

- to employees at or below APS 6;
- to employees not in receipt of travelling allowance;
- where the excess travelling time exceeds one half hour in any one day or five hours in any fortnight; and
- for a period of 3 months, unless exceptional circumstances exist.

13.34 Payment will be made at single time on Mondays to Saturdays and time and a half on Sundays and public holidays. Time off in lieu of payment may be granted on an hour for hour basis.

13.35 Temporary performance at a higher classification level will be taken into account in determining eligibility for ETT and temporary performance allowance will be regarded as salary for the purposes of paying ETT.

13.36 ETT will be calculated from the employee's office based site for an employee based at home.

13.37 Where an employee's usual place of work is variable within a specified district, the Secretary will determine the usual place of work. In this case, a minimum of 20 minutes travelling time each way will apply.

EXCESS FARES

13.38 The Secretary may approve reimbursement of excess fares incurred by an employee while performing duty temporarily at a place other than the employee's usual place of work, when the cost of travelling to and from the temporary place of work is greater than the cost of travelling to and from the employee's usual place of work.

13.39 Payment of excess fares:

- will not be made to an employee in receipt of travelling allowance;
- will not be made to an employee notified in writing to proceed to a place of work in anticipation of a permanent transfer to that place of work;
- will be calculated from the employee's office based site for an employee based at home; and
- will be limited to 3 months, unless exceptional circumstances exist.

LOSS OR DAMAGE TO CLOTHING OR PERSONAL EFFECTS

13.40 The Secretary may approve the payment of an amount up to the Comcover excess (currently $250) to an employee per incident for loss or damage to clothing or personal effects in circumstances covered by the FaHCSIA Reimbursement for Loss or Damage to Personal Clothing or Effects Guide.

TROPICAL AND TEMPERATE CLOTHING ALLOWANCE

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

ALLOWANCE RATES - ADJUSTMENT

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

TREATMENT OF ALLOWANCES

13.43 The table at Appendix 3 describes how allowances paid under the Agreement are recognised for particular purposes.

PART 14 – TRAVELLING ON FaHCSIA BUSINESS

14.1 The following principles apply in relation to employees undertaking travel on official business:

- employees will not be out-of-pocket for the reasonable costs of accommodation, meals, incidentals and other expenses incurred through travelling on official business;
- employees are not entitled to a travelling allowance payment for accommodation and/or meals where these have been provided by FaHCSIA or another organisation/entity; and
- in organising and approving business travel, managers shall be flexible in accommodating the needs of individuals and should take into account family responsibilities, personal circumstances and other relevant factors that may affect the employee's ability to travel.

TRAVEL ALLOWANCE

14.2 Allowances payable for meals and incidentals are those suggested by the approved subscription service and accessible via the internet. Accommodation rates suggested by the approved subscription service provide a guide to delegates approving expenditure on accommodation services.

14.3 Payment of travelling allowances will be made at least two days prior to an employee's travel, where this is practicable.

14.4 Employees undertaking approved travel and required to be absent overnight from their usual place of work may elect to stay in commercial or non-commercial accommodation. Where practicable, employees are required to use a corporate credit card to meet commercial accommodation costs. Where this is not practicable, an employee will be paid an allowance to meet reasonable accommodation costs.

14.5 Where an employee elects to stay in non-commercial accommodation, an allowance of $50 per night will be payable in addition to any allowances payable for meals and incidentals. Non-commercial accommodation does not include accommodation provided by FaHCSIA.

14.6 An employee who is required to be absent on official business overnight from their usual place of work will be entitled to an allowance in respect of meals and incidentals.

Adjustment of allowances

14.7 Where official travel arrangements are varied, the amount of allowance payable will reflect the revised itinerary. Employees will be required to repay any resulting overpayment in travelling allowance.

14.8 Where meals and/or accommodation are otherwise provided at the department's expense, the allowances payable under this Part will be reduced accordingly.

Excessive Costs

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

REVIEW TRAVELLING ALLOWANCE

14.10 After an employee has resided in the one locality for a period of 21 days, the Secretary will approve payment of an allowance equal to the amount expended by

the employee on accommodation, meals and incidentals, or an amount considered reasonable in the circumstances.

TIME OFF AFTER BUSINESS TRAVEL

14.11 Where employees are required to travel outside regular hours of duty (including hours outside the bandwidth), flextime and time off in lieu provisions apply.

14.12 FaHCSIA considers it good management practice to grant flextime and time off in lieu for business travel as soon as possible after the hours have been worked and that managers will not refuse reasonable requests.

CLASS OF AIR TRAVEL

14.13 Domestic air travel by employees travelling on FaHCSIA business will usually be in economy class.

14.14 The Secretary may upgrade an employee's class of travel where satisfied that a valid health issue exists that necessitates upgrading or exceptional circumstances exist where upgrading is in the interests of FaHCSIA.

14.15 The Secretary will approve Business Class travel or its equivalent where an employee is required to travel on official business outside of Australia.

AIRLINE CLUB MEMBERSHIP

14.16 The Secretary will approve airline club membership for an employee who is likely to be travelling regularly by air on FaHCSIA business (i.e. 8 domestic trips per year, 4 domestic trips per year where travel involves extended travel time and connecting flights to or from South Australia, Western Australia, Tasmania and the Northern Territory, or a single international flight annually).

14.17 Where a FaHCSIA employee has paid for a personal airline club membership and later meets the requirements of this provision, the Secretary may reimburse the employee for some or all of the cost of that membership.

ASSISTANCE WITH PUBLIC TRANSPORT AND PARKING COSTS

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

OVERSEAS TRAVEL

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

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

PART 15 – REMOTE LOCALITY ASSISTANCE

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

15.2 Remote locality assistance is not pro-rataed in respect of part-time employees and is also payable/provided to an employee engaged on a casual/intermittent basis.

ASSESSMENT OF FAHCSIA REMOTE LOCALITIES

15.3 FaHCSIA determines and grades remote localities in accordance with the methodology outlined below.

15.4 The remote locality must first fall into one of the following categories according to the Accessibility and Remoteness Index of Australia (ARIA)

- moderately accessible
- remote
- very remote

15.5 Once this is established, the ARIA score assigned to the locality is further weighted with an additional score based on:

- Population (according to Australian Bureau of Statistics Census)
  - score of 1 if less than 5000 people
  - score of 0 if more than 5000
- Temperature (according to Bureau of Meteorology statistics) – score depending on number of months with a mean monthly temperature above 30º Celsius
  - Score of 0 - for less than 50% of months per year with a mean average temperature between 30° Celsius and 35° Celsius
  - Score of 1 - for between 50% and 75% months per year with a mean average temperature between 30° Celsius and 35° Celsius
  - Score of 2 - for greater that 75% months per year with a mean average temperature between 30° Celsius and 35° Celsius
- If temperature is over 35° Celsius a further score is applied as follows:
  - Score of 1 - less than 50% of months per year with a mean average temperature over 35° Celsius
  - Score of 2 - for between 50% and 75% of months per year with a mean average temperature over 35° Celsius
  - Score of 3 - for greater than 75% of months per year with a mean average temperature over 35° Celsius
- Access to air services
  - Rating of 0 for locations serviced by major airlines (i.e. Qantas, Virgin)
  - Rating of 0 for locations <50km from a major airline location
  - Rating of 1 for locations >50km or less than 200kms from a major airline location
  - Rating of 2 for locations serviced by regional airlines

- Rating of 2 for locations <50km from a regional airline location
- Rating of 3 for locations >50km from a regional airline location

15.6 All scores (i.e. ARIA, population, temperature and access to air services) are then added to give a **total score** for the locality.

15.7 Once the total score is established, the locality will fall into one of the four grades as below:

- Grade A – score between 0 – 4.9999 points
- Grade B – score 5 – 9.9999 points
- Grade C – score 10 – 14.999 points
- Grade D – score 15 or greater

15.8 Where an employee's entitlement to remote locality conditions has been reduced for a particular locality under the new assessment methodology, affected employees in that locality at the commencement of this EA may elect to grandfather the provisions that applied under the FaHCSIA Collective Agreement 2009 – 2011 for the life of this Agreement.

FaHCSIA's DESIGNATED REMOTE LOCALITIES

15.9 Appendix 2 contains a list of FaHCSIA designated remote localities for each Grade.

REMOTE LOCALITY ASSISTANCE ALLOWANCE

15.10 Remote Locality Assistance Allowance (RLAA) is payable to an employee living in a FaHCSIA designated remote locality.

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

15.12 RLAA rates will be adjusted from the dates specified in the Table below.

Grade	**On Commencement**		**On 1 June 2012 3%**		**On 3 June 2013 2%**	
	With dependants	Without dependants	With dependants	Without dependants	With dependants	Without dependants
A	$3,811	$2,884	$3,925	$2,971	$4,004	$3,030
B	$7,210	$6,180	$7,426	$6,365	$7,575	$6,492
C	$11,124	$7,519	$11,458	$7,745	$11,687	$7,900
D	$14,729	$10,094	$15,171	$10,397	$15,474	$10,605

15.13 It is acknowledged that under this Agreement a significant number of additional remote localities are now designated FaHCSIA remote localities at Appendix 2. While in one of these localities, employees can choose to remain on those conditions set out in their Individual Flexibility Arrangement or to access the Remote Locality Assistance Allowance and other assistance as set out in this Part of the Agreement.

15.14 FaHCSIA employees working in Cairns, Darwin and Townsville on 14th November 2005 will continue to be eligible to receive RLAA and other remote locality conditions that were applicable for these locations at that time. Eligibility for these conditions will cease if the employee moves to any other location.

REMOTE LOCALITY LEAVE FARES

15.15 An employee stationed at a FaHCSIA designated remote locality is entitled to fares assistance based on 'best fare of the day' to travel from the locality to the nearest capital city and return for leave of absence. The employee is also entitled to fares assistance for eligible dependants or an eligible partner to travel from and return to the locality. Adelaide is deemed to be the nearest capital city for NT locations.

15.16 The accrual rate of the leave fare for employees stationed permanently at the locality is indicated in the table below:

Grade	Leave fare entitlement
A	1 every two years
B	1 every two years
C	1 each year
D	1 each year

15.17 No more than two leave fares as provided for in this clause may be held in credit at any time. Leave fares cannot be cashed out and cannot be transferred should an employee move to another location.

Accrual for eligible employees

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

Transitional arrangements

15.19 Where leave fare entitlement has changed under the new assessment method, affected employees eligibility commences on date of the anniversary of employment in the location.

Leave fares – Darwin, Cairns and Townsville

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

Locality	Accrual rate
Cairns	2 Yearly
Darwin	Yearly
Townsville	2 Yearly

Level of assistance towards leave fares

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

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

Other fares assistance

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

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

ADDITIONAL ANNUAL LEAVE FOR REMOTE LOCALITIES

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

Grade	Additional leave entitlement
A	2 days
B	3 days
C	5 days
D	7 days

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

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

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

REASSIGNMENT FROM REMOTE LOCALITIES

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

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

15.27 Following a request from an ongoing employee:

- who was recruited from a locality not designated as a remote locality; and
- has been located in the remote locality for a period of three (3) continuous years or more;

the Secretary shall facilitate the relocation of the employee to a locality that is not designated as a remote locality.

15.28 Where the employee meets the requirements of clause 15.27 they will be responsible for identifying any available vacancies, at their nominal level to which they could be re-assigned on an ongoing basis. Where an available or potential vacancy is identified, the employee will be assessed in isolation from other applicants. The one exception will be where the Secretary determines that the vacant duties are critical to FaHCSIA's business continuity and it is in FaHCSIA's best interests to fill the vacancy with the most efficient employee available.

15.29 Where the Secretary approves a reassignment of duties and relocation away from a remote locality, the employee will be entitled to removal assistance in accordance with clause 13.17 of this Agreement.

ESTABLISHMENT OF NEW FaHCSIA REMOTE LOCALITIES

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

EMPLOYEE CONTRIBUTION TO STAFF HOUSING

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

DEFINITIONS

15.32 In this Part the following definitions apply:

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

"Dependant" is a dependant of the employee who resides with the employee and whose income, if any, is less than the National Minimum Wage.

"Fare" means airfare.

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

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

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

"Leave fare" means:

- cost of return fares to the nearest capital city (based on the best fare of the day); or
- in respect of completion of a term transfer, where travel is between the former capital city of the employee and the new locality, cost of return fares reasonably incurred; or
- in respect of completion of a term transfer, where travel is to a destination other than the former capital city, the amount payable had the travel been from the new location to the former capital city.

"Nearest capital city" means

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

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

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

PART 16 – RESIGNATION, RETIREMENT, REDEPLOYMENT, REDUNDANCY AND REDUCTION

RESIGNATION AND RETIREMENT

16.1 Where practical, an employee should give the Secretary at least two weeks' notice in writing of their intention to resign or retire. The letter of resignation or retirement should include the date and time of effect.

16.2 Where an employee submits a resignation which takes effect from close of business on a public holiday, the resignation will be deemed effective from close of business on the working day immediately prior to the public holiday.

REDEPLOYMENT, REDUNDANCY AND REDUCTION

Introduction

16.3 In situations where there are, or are likely to be, excess employees, FaHCSIA will comply with this Agreement and the APS Redeployment Policy, issued on 21 April 2011 (the APS Redeployment Policy). FaHCSIA will consult with employees and their representative (including unions covered by this agreement) throughout any downsizing process.

16.4 The redeployment, redundancy and reduction provisions of this Agreement only apply to ongoing employees who are not on probation.

16.5 FaHCSIA is committed to taking all reasonable practical steps to avoid the use of compulsory redundancy or redeployment.

16.6 FaHCSIA will assist employees to maximise their redeployment opportunities within FaHCSIA and the wider APS and will fund relevant career and financial counselling.

Definition

16.7 An employee will be considered excess where:

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

Notification and consultation

16.8 The Secretary will notify employees who are likely to become excess as early as possible and, where they choose, their representatives (including unions covered by this agreement) will also be notified.

16.9 The initial notification will usually occur orally so as to maximise the time employees have to consider their options.

16.10 When FaHCSIA becomes aware that a significant excess staffing situation may develop, the Secretary will advise relevant employees, managers and employee representatives (including unions covered by this agreement). Where 15 or more employees are likely to become excess, the Secretary will comply with the provisions of Division 2 of Part 3-6 of the *Fair Work Act 2009*.

Discussion period

16.11 Following the initial notification the Secretary will write to the potentially excess employees formally notifying them of the situation and advising them of the assistance available. At this stage potentially excess employees will be able to discuss their situation and options with FaHCSIA management, with this period not exceeding one month.

16.12 During the discussion period, the Secretary may invite employees who are not potentially excess to express interest in voluntary redundancy where this would facilitate the redeployment of an employee who is potentially excess. However, an employee will not be made redundant voluntarily if the Secretary refuses to approve the redundancy.

16.13 The discussion period may be shortened by agreement with the employee.

Voluntary redundancy

16.14 By the end of the one month discussion period, the Secretary may formally offer a voluntary redundancy to the employee.

16.15 Excess employees will only be offered a voluntary redundancy once during the redundancy process.

16.16 Where a formal offer of voluntary redundancy is made, employees will have one month to both consider the offer and advise FaHCSIA that they are either accepting or rejecting it. Employees who fail to advise FaHCSIA of their decision by the end of the consideration period will be assumed to have rejected the offer of voluntary redundancy.

16.17 An employee will not be terminated within this consideration period unless the employee has requested this to occur.

16.18 Prior to or during the consideration period, the employee will be provided with an estimate of their severance pay and pay in lieu of notice and leave entitlements, relevant taxation rules and the availability of career and financial counselling in addition to being advised about obtaining further information relating to superannuation and relevant taxation rules.

16.19 FaHCSIA will reimburse an employee considering voluntary redundancy up to $500 (including GST) for career and/or accredited financial counselling.

16.20 Employees not accepting an offer of voluntary redundancy will be covered by clauses 16.29 –16.42 below.

Redundancy benefit

16.21 An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the Secretary under s.29 of the *Public Service Act 1999* (PS Act) on the grounds that he/she is excess to requirements, is entitled to payment of a redundancy benefit of an amount equal of 2 weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).

16.22 The minimum payment will be 4 weeks' salary and the maximum will be 48 weeks' salary.

16.23 The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the

employee has less than 24 year's fulltime service, subject to any minimum amount the employee is entitled to under the NES.

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

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

Calculating service for redundancy pay purposes

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

Period of notice – termination with a voluntary redundancy

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

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

16.28 The Secretary will approve reasonable time off with full pay for the employee to attend necessary employment interviews from the start of the notice period. Where expenses to attend interviews are not met by the prospective employer, the Secretary will reimburse agreed reasonable travel and incidental expenses.

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

<u>Retention Period</u>

16.29 An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention, commencing from the date one month after the employee received their offer of voluntary redundancy:

- 13 months where the employee has 20 or more years of service or is over 45 years of age; or
- 7 months for all other employees.

16.30 If an employee is entitled to a redundancy payment under the NES, the retention period at clause 16.29 will be reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).

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

16.32 Where the Secretary is satisfied that there is insufficient productive work available for the employee during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:

- the Secretary may, with the employee's agreement, terminate the employee's employment under s.29 of the PS Act;
- upon termination, the employee will be paid a lump sum comprising:
  - the balance of the retention period (as shortened for the NES under sub-clause 16.30) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
  - the employee's NES entitlement to redundancy pay.

Redeployment

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

16.34 During the retention period, the Secretary:

- will take all reasonable steps to find alternative employment for the excess employee; and/or
- may reduce the excess employee's classification with the appropriate notice in order to secure them alternative employment, subject to the conditions set out in clauses 16.37 and 16.38 below.

16.35 During the retention period the employee will:

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

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

Reduction in classification

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

16.38 If reduction occurs before the end of the retention period, the employee will receive payments to maintain the employee's salary level for the balance of the retention period. The Secretary may choose to apply this provision where the reduction is to a lower level classification and salary in another agency where staff are employed under the Public Service Act 1999.

Period of notice – termination of the retention period

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

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

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

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

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

PART 17 - DEFINITIONS

17.1 In this Agreement the following definitions apply:

"APS" means Australian Public Service.

"**Casual employee"** means a non-ongoing employee who is engaged on an irregular or intermittent basis under section 22(1)(c) of the PS Act.

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

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

"Dependant" unless defined elsewhere means a spouse/partner of the employee or a child or parent of the employee or the spouse/partner of the employee and who is wholly or substantially dependent upon the employee.

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

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

"FWA" means Fair Work Australia.

"Family" or **"Immediate Family"** means:

- a spouse, de facto, former de facto or partner of the employee irrespective of gender, including a former spouse or partner; and/or
- a child (including an adopted child, a stepchild, a foster/permanent care child or an ex-nuptial child); and/or
- parent, grandparent, grandchild or sibling of the employee; and/or
- a child (including an adopted child, a step-child, a foster child or an ex-nuptial child) of the employee's spouse or partner; and/or
- parent, grandparent, grandchild or sibling of the employee's spouse or partner; and/or
- a member of the employee's household; and/or
- traditional kinship where there is a relationship or obligation, under the custom and traditions of the community or group to which the employee belongs.

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

"NES" means National Employment Standards.

"Non-ongoing APS employee" means an APS employee who is not an ongoing APS employee.

"**Ongoing APS employee**" means a person engaged as an ongoing APS employee under Section 22(2) (a) of the *Public Service Act 1999.*

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

"Secretary" means the person for the time being performing the duties of Secretary of the Department of Families, Housing, Community Services and Indigenous Affairs.

PART 18 - TECHNICAL MATTERS

PARTIES BOUND

18.1 This Agreement covers:

- the Secretary of the Department of Families, Housing, Community Services and Indigenous Affairs on behalf of the Commonwealth of Australia in respect of employees employed in the Department of Families, Housing, Community Services and Indigenous Affairs;
- the Community and Public Sector Union (CPSU) if Fair Work Australia notes in its approval that the Agreement covers the CPSU;
- the Media, Entertainment and Arts Alliance (MEAA) if Fair Work Australia notes in its approval that the Agreement covers the MEAA; and
- all non-SES employees of the Department of Families, Housing, Community Services and Indigenous Affairs.

18.2 This agreement applies to all non-SES employees employed in the Department of Families, Housing, Community Services and Indigenous Affairs on or after the date of commencement, but does not apply to employees in the Department whose salary is not paid by FaHCSIA.

18.3 Employees acting in the SES will continue to be subject to this agreement, with any additional entitlements determined under clause 4.5, and/or binding agreements or instructions of the Secretary.

OPERATION OF THIS AGREEMENT

18.4 This agreement is made under section 172 of the *Fair Work Act 2009*.

18.5 This Agreement will commence 7 days after it is approved by Fair Work Australia and shall nominally expire on 30 June 2014.

DELEGATION

18.6 The Secretary may, in writing, delegate all or any powers and functions under this Agreement including this power of delegation and may do so subject to conditions.

CLOSED AGREEMENT

18.7 This Agreement exhaustively states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a Commonwealth law.

18.8 From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

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

PART 19 – FORMAL ACCEPTANCE OF THIS AGREEMENT

19.1 This agreement is made and approved under section 172 of the *Fair Work Act 2009*.

19.2 By signing below, the parties to this agreement signify their agreement to its terms.

Serena Wilson
Acting Secretary
Department of Families, Housing, Community Services and Indigenous Affairs
for and on behalf of the Commonwealth of Australia
19/4/2012

Alistair Waters
Deputy National President
for and on behalf of the Community and Public Sector Union
19/4/2012

Michael White
Secretary, ACT Branch,
for and on behalf of the Media, Entertainment and Arts Alliance
19/4/2012

Address for Serena Judith Wilson:
Tuggeranong Office Park
Soward Way (cnr Athllon Drive)
Greenway ACT 2900

Address for Alistair John Waters and Michael Andrew White:
40 Brisbane Avenue
Barton ACT 2600

APPENDIX 1

PRODUCTIVITY PAYMENTS AND CONDITIONALITY

On commencement of EA - bonus payment of $875 gross

An up-front productivity related bonus of $875 payable at the start of the EA in recognition of efficiencies realised from the roll out of the IT refresh and other productivity measures.

Eligibility for first bonus

Eligibility for the productivity payment, to be made the first available payday following the date of operation of the EA, will be subject to the following conditions:

- Employees must be employed by the department at the date the EA commences.
- Employees on temporary assignment of duties to another agency for a continuous period in excess of six months on the date of commencement of the EA will not be eligible to receive this payment.
- Employees who are on leave without pay for a continuous period in excess of six months on the date of commencement of the EA will not be eligible to receive this payment.
- For the purposes of eligibility for payment in accordance with the above criteria, periods of personal leave without pay, maternity leave without pay and parental leave without pay will not be treated as leave without pay.
- Non-ongoing employees who at the date of commencement of the EA have been employed for a continuous period of less than six months will not be eligible to receive this payment.
- Employees on temporary assignment of duties to another agency or on leave without pay on the date of commencement of the EA who are eligible for payment will receive the payment when they recommence duty with the department.

Second productivity related bonus of $750 gross - payable August 2013

A second productivity related bonus of $750 payable in August 2013 to employees who are employed in the department from the date of commencement of the EA, with payment conditional on manager participation in attendance strategy and early intervention awareness training and discussions occurring for all staff on workload and responsibilities appropriate to their classification level in line with the FaHCSIA Work Level Standards and as part of Talking About Performance.

Eligibility for second bonus

Eligibility for the productivity payment, to be made on pay day 8 August 2013, subject to meeting following criteria and conditionality:

(a) Employees must be employed by the department continuously from the date of commencement of the new EA until 30 June 2013. This is on the basis that the employee will have fully contributed over the life of this Agreement to the key elements of the conditionality.

(b) Employees who do not have a performance plan in place for the 2012/13 performance cycle will not be eligible to receive the payment.

(c) Employees who are on leave without pay or temporary assignment of duties to another agency for a period in excess of 6 months between 1 July 2012 and 30 June 2013 will not be eligible to receive this payment.

(d) For the purposes of eligibility for payment in accordance with the above criteria, periods of personal leave without pay, maternity leave without pay and parental leave without pay will not be treated as leave without pay.

Conditionality for payment of a second bonus

A second bonus payment of $750 will be paid to employees, subject to eligibility and conditionality made up 2 x 375 components.

Attendance management

To assist managers to manage attendance and return to work strategies:

- 85% of FaHCSIA managers (APS6 to EL2 and equivalents) will be required to attend maximising attendance and early intervention awareness raising sessions.
- This will be measured through the on-line Learning Management System

Where reporting on this measure indicates:

Reporting outcome	Bonus paid
85% or higher	$375 per person for all staff covered by EA
65% or greater but less than 85%	$200 per person for all staff covered by EA
Less than 65%	nil

Performance management

At the beginning and mid-point of the TAP cycle, an employee and manager will discuss the extent to which the work the employee is undertaking meets the Work Level Standards for their level.

- Where necessary, work allocation will be adjusted accordingly, including agreeing on L&D requirements to support the employee, and noting that some “stretching” work can be beneficial to development.
- For employees who are supervisors, the TAP conversation will include a discussion to ensure they are delegating work effectively.
- The TAP guidelines will be modified to include this requirement and the online system will include the requirement for the employee and the manager (both) to indicate this has occurred.
- Managers and employees will be required to indicate at the beginning and midpoint of the cycle on the online system that these conversations have occurred.

Where reporting on this measure indicates:

Reporting outcome	Bonus paid
85% or higher participation	$375 per person for all staff covered by EA
65 % or greater but less than 85%	$200 per person for all staff covered by EA
Less than 65%	nil

Reporting on these criteria will be ongoing over the 2012/2013 performance cycle and employees will be provided with updates on how we are tracking towards meeting the conditional requirements for the payment.

Reports will be derived from data in the Learning Management System and the TAP Online system.

APPENDIX 2

FaHCSIA DESIGNATED REMOTE LOCALITIES

For the purposes of Part 15 of this Agreement, the following localities are designated as remote localities under each of the Grades shown below:

Grade A

Nil

Grade B

State/Territory: QLD			
Mossman Gorge	Mt Isa	Roma	

State/Territory: Northern Territory			
Alice Springs	Amoonguna	Belyuen (Acacia Larrakia)	

State/Territory: Western Australia			
Kalgoorlie			

Grade C

State/Territory: QLD			
Hope Vale			

State/Territory: New South Wales			
Walgett	Wilcannia		

State/Territory: South Australia			
Ceduna			

State/Territory: Northern Territory			
Areyonga (Utju)	Atitjere (Harts Range)	Barunga	Binjari
Bonya	Engawala	Hermansburg (Ntaria)	Katherine
Kybrook Farm	Manyallaluk	Mulga Bore	Nauiyu (Daly

State/Territory: Northern Territory			
			River)
Nturiya (Ti Tree Station)	PmaraJutunta	Santa Teresa (LtyentyeApurte)	Titjikala
Wallace Rockhole	Wilora (Illewarr)		

State/Territory: Western Australia			
Broome	Carnarvon	Port Hedland	

Grade D

State/Territory: QLD			
Aurukun	Coen	Doomadgee	Mornington Island

State/Territory: South Australia			
Amata	Mimili		

State/Territory: New South Wales			
Bourke			

State/Territory: Western Australia			
Ardyaloon	Beagle Bay	Derby	Fitzroy Crossing
Halls Creek	Kununurra	Warburton	

State/Territory: Northern Territory			
Alpurrurulam	Ali Curung	Amanbidji	Ampiliatwatja
Angurugu	Beswick	Borroloola	Bulman
Bulla	Canteen Creek (Owairtilla)	Daguragu	Elliott
Finke (Aputula)	Galiwinku	Gapuwiyak (Lake Evella)	Gunyangara
Gunbalanya	Haasts Bluff (Ikuntji)	Imangara (Murray Downs)	Imanpa
Jilkminggan	Kalkarindji (Wave Hill)	Kaltukatjara (Docker River)	Kings Canyon Outstations
Kintore (Walungurra)	Lajamanu	Laramba	Maningrida
Miliklapiti	Milingimbi	Minjilang	Minyerri

State/Territory: Northern Territory			
Milyakburra (Bickerton Island)	Mt Liebig (Watiyawanu)	Mutitjulu	Ngukurr (Urapunga)
Nhulunbuy	Numbulwar	Nyirripi	Palumpa (Nganmarriyanga)
Papunya	Peppimenarti	Pigeon Hole	Pirlangimpi
Ramingining	Rittarangu	Robinson River	Tara
Tennant Creek	Umbakumba	Wadeye	Warruwi
Weemol	Willowra	Wurrumiyanga (Nguiu)	Wutunugurra (Epenarra)
Yarralin	Yirrkala	Yuelamu	Yuendumu

APPENDIX 3

RECOGNITION OF ALLOWANCES FOR PARTICULAR PURPOSES

	Counts as salary for superannuation purposes	Counts towards salary for calculation of overtime	Payable during long service leave	Payable during annual leave	Personal Leave, Other paid leave and purchased leave	Reduced pro rata during period of half pay leave (if payable during leave) or part-time employment	Included in income maintenance for excess Staff	Included in salary for calculation of retrenchment severance payments	Included in salary for payment in lieu of notice of termination of employment	Payment in lieu of long service leave	Payment in lieu of annual leave
Temporary Performance Allowance (TPA)	@#	✓	*	*	*	✓	*	^#	^	^ #	^
Shift Allowance	@#	✓	X	X	*	✓	*	*	*	^ #	^
Workplace Contact Officer	@	X	*	*	*	✓	✓	✓	✓	^	^
Restriction Allowance	X	X	X	X	X	X	*	X	X	X	X
Departmental Liaison Officer Allowance	@	X	*	*	*	✓	*	^#	^	^#	^
Impact of Building Work Allowance	X	X	X	X	X	X	X	X	X	X	X
Remote Locality Assistance Allowance	X	X	*	✓	✓	X	✓	✓	✓	^	^
Community Language Allowance	@	X	*	*	*	✓	*	^#	^	^#	^

Key

*	Yes, subject to certain conditions, i.e. for period TPA originally approved
#	Yes, if in receipt of allowance for a continuous period of greater than 12 months
✓	Yes
^	Yes, if in receipt of allowance on last day of service
X	No
@	Yes, subject to a qualifying period in accordance with the Superannuation (CSS/PSS) Salary Regulations 1978

APPENDIX 4

FaHCSIA and CPSU Rights and Responsibilities in relation to CPSU Members, Workplace Delegates and Officials in FaHCSIA Workplaces

Purpose

1. These guidelines set out the responsibilities and obligations of FaHCSIA managers and employees and CPSU representatives in FaHCSIA workplaces

Authority

2. These guidelines have been agreed between FaHCSIA and the CPSU in line with the Australian Public Service Bargaining Framework and Supporting Guidance (APSBF) issued by the Australian Public Service Commission with effect from 31 January 2011.

Application

3. These guidelines apply to all FaHCSIA employees and workplaces and to CPSU workplace delegates, officials and other recognised representatives.

4. To the extent that these guidelines supplement APSBF provisions, they do not bind or set a precedent for other APS agencies.

The APSBF and the FaHCSIA/CPSU guidelines

5. The APSBF is clear that the Government recognises the legitimate role played by unions in the workplace, including the rights and obligations provided for under legislation. The Government recognises the legitimate role of unions to act on behalf of their members and for the benefit of workers and to organise and bargain collectively.

6. The APSBF sets out the Government's expectations in relation to APS employees' right to representation in the workplace (Part 1.5 and Attachments B and C) and the application of the union right of entry and freedom of association provisions of the *Fair Work Act 2009* (the Fair Work Act - Part 1.6.

7. These guidelines incorporate relevant APSBF provisions and also include mutual responsibilities and obligations agreed by FaHCSIA and the CPSU to apply in FaHCSIA.

8. The APSBF is available here: http://www.apsc.gov.au/workplacerelations/APSBargainingFramework.html

Employees' right to representation

9. The Fair Work Act enshrines the right of employees to be represented and provides that every employee is free to decide whether or not to join and be represented by a union in the workplace, including in bargaining.

10. It is unlawful for anyone to try to stop an employee exercising this choice by threats, pressure, discrimination or victimisation.

11. An individual employee's choice to be represented must be respected by all parties in the workplace. Where a FaHCSIA employee elects to be a member of the CPSU, FaHCSIA must respect the employee's right to deal on workplace matters through their CPSU representative.

12. FaHCSIA employees have the right to seek advice, assistance and representation from CPSU in the workplace. CPSU workplace delegates and officials will be able to represent CPSU members in FaHCSIA workplaces.

13. Reasonable paid time off during normal working hours, in accordance with the APSBF and these guidelines, will be provided to employees and their representatives to undertake the tasks outlined in section 12 of this Appendix.

Bargaining

14. Facilities will be agreed with bargaining representatives consistent with the APSBF (including Attachment B which specifically relates to facilities for bargaining representatives), noting that the CPSU represents a significant number of FaHCSIA employees.

Role of CPSU workplace delegates

15. The role of CPSU workplace delegates in FaHCSIA will be respected and facilitated and that role may be recognised in a delegate's individual performance agreement.

16. CPSU delegates have the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment.

17. FaHCSIA recognises that CPSU delegates speak on behalf of CPSU members in the Department.

18. FaHCSIA and the CPSU and its delegates will work together collaboratively and professionally.

Right of entry

19. Both FaHCSIA and union officials recognise their obligations in relation to "right of entry" and are bound to comply with the relevant provisions of Part 3-4 of the *Fair Work Act 2009* for the purpose of holding discussions with FaHCSIA employees or to investigate a suspected contravention.

20. Notwithstanding that an entry notice must be provided during working hours not less than 24 hours (and not more than 14 days) before the permit holder intends to enter, the CPSU permit holder will generally seek to provide as much reasonable notice as possible to the employer. FaHCSIA will seek to meet any reasonable requests for use of a meeting room or lunch room, subject to operational requirements.

Access by agreement and meeting arrangements

21. FaHCSIA and the CPSU also recognise that invitations to enter the premises may be extended to union representatives by agreement. Such invitations may be a one-off event or to attend a regular event, such as a monthly delegates meeting.

22. Where operational reasons exist, local management may seek a more suitable time and the management contact will negotiate a mutually satisfactory date or time with the CPSU, taking all relevant issues into account. Where such access is provided, visiting union officials will comply with all relevant FaHCSIA policies and arrange the use of meeting facilities with the relevant manager.

23. Meetings held during such access visits may occur during paid time or during non-standard hours (e.g. during a meal break or before or after work) as agreed on a case by case basis. Reasonable access to facilities and suitable rooms (which may

be private office space or meeting rooms) will be provided for the conduct of union business, subject to operational requirements.

Facilities for CPSU workplace delegates, CPSU Section Secretary and Section Councillors

24. In accessing facilities and communicating with employees, CPSU delegates, officials and other representatives will have regard to Attachment C to the APSBF (Principles relating to workplace delegates) and consider operational issues, FaHCSIA policies and guidelines and the likely effect on the efficient operation and provision of services by FaHCSIA.

25. FaHCSIA will provide delegates with reasonable paid time during working hours to:

- provide information to and seek feedback from employees in the workplace;
- communicate and consult individually or collectively with FaHCSIA employees;
- represent the interests of CPSU members at relevant union forums:
- represent the interests of CPSU members to FaHCSIA management and at industrial tribunals; and
- reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace.

26. To enable the best possible representation of employees and to enhance its productive relationship and working arrangements with CPSU, the department will provide reasonable paid time during normal working hours for delegates to access training provided by the CPSU in workplace relations matters, including occupational health and safety matters, where access to training time does not prejudice the department's efficient operation.

27. Facilities for the CPSU FaHCSIA Section Secretary will be the subject of letters of agreement between FaHCSIA and the CPSU.

28. FaHCSIA recognises that from time to time delegates may require support from CPSU officials in undertaking their role.

29. FaHCSIA will approve leave without pay for a FaHCSIA employee to work for the CPSU unless legitimate and demonstrable operational requirements prevent this.

30. FaHCSIA will consult with and provide information to delegates and CPSU officials in accordance with Part 9 of the FaHCSIA Enterprise Agreement 2012-2014.

31. FaHCSIA will give delegates reasonable access to telephone, facsimile, photocopying, Internet and email facilities for the purpose of carrying out their work as a delegate. Workplace delegates may also be given reasonable access to FaHCSIA facilities, including private office space or meeting rooms for the conduct of union business, subject to FaHCSIA policies and procedures and the availability of facilities.

32. FaHCSIA will facilitate CPSU communication with employees by means that may include:

- CPSU use of FaHCSIA email as a means of communication with union members and other interested employees and other means of information sharing, including written materials, electronic billboards and access to websites. All staff emails will only be sent with the agreement of the nominated FaHCSIA manager in People Branch;

- desk drops of written materials, including membership information, by CPSU delegates and other recognised workplace representatives may be conducted in paid time, by agreement, where CPSU provides the material to be desk dropped to the nominated manager in People Branch and all significant concerns are addressed prior to the activity occurring; and

- group or individual meetings between union members and other interested employees and CPSU representatives.

33. CPSU delegates may display CPSU signage at their work station.

34. CPSU will provide FaHCSIA with an up to date list of delegates and Section Councillors for display on FaHCSIA StaffNet.

35. FaHCSIA will provide a link to the CPSU FaHCSIA page on FaHCSIA StaffNet.

36. FaHCSIA authorises CPSU use of designated notice boards in accordance with paragraph 9.22 of the FaHCSIA Enterprise Agreement 2012-2014.

CPSU workplace delegate elections

37. CPSU may publicise delegate elections through the CPSU member email list using the FaHCSIA email system and on designated notice boards in FaHCSIA workplaces.

CPSU access to new FaHCSIA employees

38. FaHCSIA will draw the attention of all new FaHCSIA employees to the CPSU site on FaHCSIA StaffNet and will include written material provided by the CPSU about the role of the union and membership in new starter/induction kits for all new employees.

39. FaHCSIA will give CPSU advance notice of the dates of its orientation sessions for new employees and will facilitate a CPSU presentation at those sessions about the role of the union. FaHCSIA will also facilitate the release of a FaHCSIA workplace delegate on paid time to assist with such presentations. The presentation will generally be for 30 minutes.

40. FaHCSIA will advise CPSU of new starters and, where FaHCSIA does not run an induction program for new employees, FaHCSIA will invite the CPSU to speak with new employees on an individual or small group basis. FaHCSIA will provide a suitable meeting room and 20 minutes of paid work time and invite all new employees to meet with CPSU during the first weeks of employment with FaHCSIA. Where requested by CPSU, FaHCSIA will release a CPSU delegate on paid time to assist in the meeting.

Disagreement about the application of the guidelines

41. Any disagreement about the application of these provisions will be discussed and resolved by the CPSU FaHCSIA National Organiser and the Branch Manager, People Branch.