



WORKPLACE DETERMINATION

Fair Work Act 2009

s.266—Industrial action related workplace determination

Commonwealth of Australia as represented by the Department of Home Affairs

v

CPSU, the Community and Public Sector Union

(B2016/1232)

DEPARTMENT OF HOME AFFAIRS WORKPLACE DETERMINATION 2019

[AG501682]

Commonwealth Employment

VICE PRESIDENT CATANZARITI

DEPUTY PRESIDENT KOVACIC

COMMISSIONER JOHNS

SYDNEY, 8 FEBRUARY 2019

Workplace determination.

A. Further to the decision [2019] FWCFB 143 issued on 11 January 2019, the following Workplace Determination is made.



VICE PRESIDENT

Printed by authority of the Commonwealth Government Printer

Part 1. Technical matters	8
Parties covered	8
Commencement and nominal expiry date	8
Delegations	8
Interaction with policies	8
Introduction of new policies and changes to existing policies	8
Interaction with industrial instruments and the NES	8
Part 2. Remuneration	10
Salary	10
Payment	10
Salary on engagement, movement or promotion	10
Salary advancement	11
Salary on reduction	11
Supported salary rates	11
Superannuation	12
Recovery of overpayments	12
Salary packaging	13
Individual flexibility arrangements	13
Death of an employee	14
Part 3. Working hours and arrangements	15
Types of employment	15
Full-time employees	15
Part-time employees	15
Casual employees	15
Hours of duty	15
Part-time employees and leave balances	16
Unauthorised absence	16
Flexible working arrangements	16
Flex-time	16
Flex-time bandwidth	17
Settlement period	17
Maximum credit	17
Maximum debit	17
Flex-time at cessation of employment	17
Withdrawal of flex-time	17
Time off for Executive Level Employees	18
Requests for flexible working arrangements under the Fair Work Act	18
Home-based work	18
Public holidays and additional holidays	18
Additional holiday	19
Payment for public holidays	19
Local arrangements	20

Reasonable additional hours and overtime	20
Entitlement to payment for overtime	20
Overtime payment rate	21
Minimum payment for non-continuous overtime	22
Emergency duty	22
Overtime meal allowance	22
Rest relief	22
Shift work arrangements	23
Penalty rates	23
Shift hours	24
Consultation and notice	24
Application of notice for code of conduct or disciplinary matters	24
Exchange of shifts	24
Part 4. Leave	25
General provisions	25
Approval and notice requirements	25
Leave and service	25
Paid leave at base rate of pay	25
Interaction between leave types	25
Leave and workers' compensation	25
Annual Leave	26
Cancellation of leave or recall to duty from annual leave	26
Shift workers additional annual leave	26
Additional payments	26
Cashing out annual leave	26
Excess annual leave credit	27
Payment of accrued annual leave on cessation	27
Ceremonial leave	27
Jury service leave	27
Emergency service volunteer leave	27
Compassionate/bereavement leave	28
Defence Reserve leave	28
Entitlement	28
Other matters	28
Long service leave	29
Miscellaneous leave	29
NAIDOC leave	29
Adoption/foster leave	29
Paid entitlement	30
Unpaid entitlement	30
Maternity leave	30
Maternity Leave Act entitlement	30

Additional Determination entitlement	30
Supporting Partner leave	31
Paid entitlement	31
Unpaid entitlement	31
Personal leave	32
Crediting and accrual of personal leave	32
Taking of personal leave	32
Notification	32
Documentary evidence	32
Invalidity	33
Infectious disease contacts	33
Unpaid personal leave	33
Leave to deal with Family and Domestic Violence	33
Definitions	33
Entitlement to unpaid leave	34
Taking unpaid leave	34
Service and continuity	34
Notice and evidence requirements	34
Confidentiality	35
Compliance	35
Portability of accrued leave	35
Purchased leave	36
Purchased leave (44/52)	36
Sabbatical leave	36
Study leave and financial assistance	36
War service sick leave	37
Christmas/New Year period	37
Part 5. Allowances	38
Allowances and paid leave	38
Allowances as salary for the purposes of other entitlements	38
CATO and CFI allowance	40
Cold work allowance	41
Community language allowance	41
Confined space allowance	42
Container examination facility composite allowance	42
Departmental liaison officer allowance	42
Dirty or offensive work disability allowance	43
Escort duty allowance	43
Higher duties allowance	43
Operational safety trainer (OST) and operational capability trainer (OCT) allowance	44
Professional membership and accreditation expenses	44

Restriction allowance	44
School holiday assistance	45
Self-contained breathing apparatus allowance	45
Uniform allowance	45
Use of force allowance	46
Work location allowance	46
Workplace responsibility allowance	48
Other payments	49
Part 6. Performance management	50
Performance Management Framework	50
Performance Improvement Process	50
Part 7. Consultation	53
Consultation term	53
Major change	53
Change to regular roster or ordinary hours of work	54
National Staff Consultative Forum	55
Part 8. Redeployment and redundancy	56
Eligibility	56
Consultation process	56
Redeployment	56
Voluntary redundancy	56
Financial advice	57
Period of notice of termination	57
Redundancy pay	57
Service for redundancy pay purposes	58
Salary for redundancy pay purposes	59
Retention periods	59
Part 9. Travel and location based conditions and allowances	62
Travel during working hours	62
Remote localities	62
Determination of localities	62
District allowance	63
Additional leave	63
Remote locality leave fares	63
Transitional arrangements	64
Domestic travel arrangements	64
Domestic travel expenses	64
Part day travel allowance	64
Camping allowance	65

Marine accommodation allowance	65
Motor vehicle allowance	65
Rest periods	65
Domestic relocation expenses	65
Temporary relocations	66
Overseas conditions of service	66
Part 10. Conditions specific to marine employees	67
Application	67
Definitions	67
Working patterns	67
Hours of duty	68
Notice periods	69
Rest periods	69
Tactical response, Emergency response or Strategic response	69
Planned leave	70
Weekend work	70
Additional annual leave for Sunday duty	70
Extra duty reconciliation payment	71
Time off in lieu	71
Overtime on rostered days off outside Marine Unit operations	71
Domiciling	71
Sea-going commuted allowance	72
Rate of sea-going commuted allowance payable	72
Pro rata payments	73
Temporary sea-going marine employees	73
Marine training	74
Management-initiated training	74
Employee-initiated training	74
Marine Unit Engineer and Deck Officer Cadet Program	75
Marine accommodation allowance	75
Operational safety trainer allowance	76
Southern Ocean operations allowance	76
Part 11. Conditions specific to designated National Surveillance Unit Employees	77
Application	77
Flexible working pattern	77
Composite surveillance allowance	77
On call allowance	78
Additional annual leave for Sunday duty	78

Part 12. Dispute resolution	79
Status quo	80
Other matters	80
Attachment A – Definitions	81
Attachment B – Classification level and salary range	84
General salary table	84
Legal Officers	85
Public Affairs Officers	86
Medical Officers	87
Training Classifications	88

Part 1. Technical matters

1.1 This Determination will be known as the *Department of Home Affairs Workplace Determination 2019*.

Parties covered

1.2 This Determination covers:

- (a) the Secretary of the Department of Home Affairs (the Department) on behalf of the Commonwealth,
- (b) all Employees of the Department, with the exception of any Senior Executive Service (SES) Employee,
- (c) the Community and Public Sector Union (CPSU), and
- (d) the Australian Institute of Marine and Power Engineers (AIMPE).

Commencement and nominal expiry date

1.3 This Determination commences from the day on which it is made by the Fair Work Commission. The nominal expiry date of this Determination is 2 years after the date of commencement.

Delegations

1.4 The Secretary may delegate any or all of their powers and functions under this Determination, including this power of delegation, and may do so subject to conditions.

Interaction with policies

1.5 The operation of this Determination is supported by policies, procedures and guidelines. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Determination, the express terms of this Determination will prevail.

1.6 Policies, procedures, and guidelines which support this Determination are not incorporated into, and do not form part of, this Determination.

Introduction of new policies and changes to existing policies

1.7 Where the Secretary proposes to introduce a new policy, procedure or guideline or vary an existing policy, procedure or guideline they will provide Employees no less than 2 weeks to comment on the proposed new or varied policy, procedure or guideline. The Secretary must give genuine consideration to the comments made by Employees prior to finalising the policy, procedure or guideline.

Interaction with industrial instruments and the NES

1.8 This is a comprehensive Determination that wholly replaces all awards and enterprise agreements that would otherwise apply.

- 1.9** The terms of this Determination are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Determination is detrimental to an Employee or the Secretary in any respect when compared with the NES.

Part 2. Remuneration

Salary

- 2.1 The salary rates for all classifications are set out at Attachment B of this Determination.
- 2.2 Employees will receive salary increases of:
- (a) 4 per cent with effect from 8 June 2018; and
 - (b) 3 per cent 12 months after commencement of the Determination.
- 2.3 Where application of the increases at clause 2.2 would result in the Employee's rate of salary exceeding the maximum salary applying to the Employee's classification, the Employee's salary will be adjusted up to the maximum of the salary range, but no higher.
- 2.4 For Legal and Public Affairs Officers, where an Employee's current salary aligns with one of the salary points set out at Attachment B of this Determination for their classification they will translate to that pay point in the relevant APS broadband classification. However, where the Employee's current salary does not align with any of the salary points set out at Attachment B of this Determination for their classification they will translate at the salary point immediately above their current salary.

Payment

- 2.5 An Employee will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the Employee's choice.
- 2.6 The fortnightly rate of pay is calculated using the following formula:
- Annual rate of pay multiplied by 12 and divided by 313.

Salary on engagement, movement or promotion

- 2.7 Where an Employee is engaged by the Department or moves from another APS agency to the Department they will be paid at:
- (a) the minimum of the salary range of the relevant classification; or
 - (b) a higher salary, where determined by the Secretary.
- 2.8 On promotion, an Employee's salary will normally be payable at the minimum of the salary range attached to the higher classification. Where the Employee's salary prior to promotion was within 4 per cent of the minimum of the new classification the Employee's salary on promotion will be increased by a minimum of 4 per cent.
- 2.9 Employees who are promoted within the Department and, in the preceding 12 months, have undertaken higher duties at the level to which they are promoted will, upon promotion, be paid a salary equivalent to the salary they were being paid on higher duties.

Salary advancement

- 2.10** Employees will be eligible for annual salary advancement, within the pay range applicable to their substantive classification, if the Employee:
- (a) has performed duties in the Department at or above their substantive classification for a total of at least 6 months in the previous 12 months; and
 - (b) in respect of that performance has received a rating of ‘met expectations’ or above through participation in the Department’s performance assessment process; and
 - (c) is not a Casual employee or employed in a training classification.
- 2.11** For all Employees other than Legal Officers, Public Affairs Officers and Medical Officers, advancement under clause 2.10 will be by an amount equal to 3 per cent of the Employee’s substantive base salary. Where advancement under this clause would result in the Employee’s base salary exceeding the maximum salary applying to the Employee’s current substantive classification level as set out in the General salary table in Attachment B, the Employee’s salary will be adjusted up to the maximum of the salary range, but no higher.
- 2.12** For Legal Officers, Public Affairs Officers and Medical Officers, salary advancement under clause 2.10 will be to the next salary point within the relevant APS broadband classification set out in the applicable table in Attachment B.
- 2.13** Eligible Employees will receive their annual salary advancement on the first pay cycle after 1 October each year provided that no less than 12 months has elapsed since the last performance based salary advancement under this or a previous instrument.
- 2.14** In recognition of the change made in this Determination to the date on which eligible Employees will receive their annual salary advancement from 1 July to 1 October under the terms of this Determination, those Employees who are eligible for salary advancement on 1 October 2019 will receive a one-off taxable payment of \$600.

Salary on reduction

- 2.15** Where an Employee agrees in writing to be reduced in classification, the Secretary will determine a salary for the Employee at a rate applicable to the lower classification level.
- 2.16** Where in accordance with section 23(4) of the *Public Service Act 1999* an Employee is reduced in classification without their consent, the Secretary will determine a salary for the Employee at a rate applicable to the lower classification level.

Supported salary rates

- 2.17** Supported wage rates as set out in Schedule C of the *Australian Public Service Enterprise Award 2015* (as amended from time to time) will apply to an Employee with a disability who is eligible for consideration under the Supported Wage System.

Superannuation

- 2.18** The Secretary will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 2.19** Where employer contributions are to the default accumulation superannuation fund (PSSap), the employer contribution will be 15.4 per cent of the fortnightly contribution salary (or ordinary time earnings where an Employee has exercised fund choice). Employer contributions for Employees in other accumulation schemes will be at the same rate as the default fund. 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.
- 2.20** Employer superannuation contributions will not be paid on behalf of Employees during a period of unpaid leave that does not count for service with the exception of maternity, adoption/foster or supporting partner leave for a period equal to a maximum of 52 weeks, unless prescribed by legislation.
- 2.21** The Secretary may choose to limit superannuation choice to complying superannuation funds which allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Department's payroll system.

Recovery of overpayments

- 2.22** An overpayment occurs if the Secretary (or the Department) provides an Employee with an amount of money to which the Employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this Determination).
- 2.23** Where the Secretary considers that an overpayment has occurred, the Secretary will provide the Employee with notice in writing. The notice will provide details of the overpayment.
- 2.24** Where an Employee seeks to dispute the amount of the overpayment, they will advise the Secretary in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the Employee's response has been reviewed.
- 2.25** If verified, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the Department in full by the Employee.
- 2.26** The Secretary and the Employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the Employee's financial circumstances and any potential hardship to the Employee.
- 2.27** Any overpayment outstanding on cessation of employment with the Department will be deducted to the maximum extent possible from the Employee's final pay (including from outstanding entitlements paid at cessation).
- 2.28** Nothing in the preceding clauses prevents:

- (a) the Department from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
- (b) the Department from pursuing recovery of the debt through other available legal avenues; or
- (c) the Employee or the Department from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Salary packaging

2.29 The Secretary will provide Employees with the option to salary package certain benefits.

Individual flexibility arrangements

2.30 The Secretary and an Employee covered by this Determination may agree to make an individual flexibility arrangement to vary the effect of terms of the Determination if:

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

2.31 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*;
- (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.

2.32 The Secretary must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the Secretary and Employee;
- (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 Determination that will be varied by the arrangement,
 - (ii) how the arrangement will vary the effect of the terms,
 - (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.

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

2.34 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.

Death of an employee

2.35 Where an Employee dies, or the Secretary has directed that an Employee will be presumed to have died on a particular date, any outstanding amounts, and any amounts that would have been payable to the Employee under this Determination had the employee otherwise ceased employment, will be made to the Dependents, Partner or the legal personal representative of the Employee.

Part 3. Working hours and arrangements

Types of employment

Full-time employees

- 3.1** For Full-time employees, a standard working week is 37 hours and 30 minutes. The standard working day is 7 hours and 30 minutes.

Part-time employees

- 3.2** Part-time employees work an agreed number of hours that is less than the standard weekly hours.
- 3.3** Salary for Part-time employees will be calculated on a pro-rata basis according to the proportion of standard weekly hours worked.
- 3.4** Leave, allowances and other entitlements under this Determination will apply to a Part-time employee on a pro-rata basis according to the proportion of standard weekly hours worked.
- 3.5** Part-time employees are entitled to Expense-related allowances as specified in this Determination.
- 3.6** Where a Full-time employee is permitted to work part-time for personal reasons that Employee will have a right to revert to their full-time employment at the level that the Employee occupied prior to entering into the part-time work arrangement after the Employee notifies the Secretary of their intention to return to full-time work.

Casual employees

- 3.7** Casual employees are not entitled to paid leave entitlements (other than long service leave), notice of termination of employment, redundancy benefits and payment for public holidays not worked. Casual employees will receive a loading of 20 per cent of base salary in lieu of these entitlements.
- 3.8** Casual employees will accrue long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

Hours of duty

- 3.9** The standard hours of duty are:
- (a) 08:30 hrs to 12:30 hrs and 13:30 hrs to 17:00 hrs, Monday to Friday, or
 - (b) 08:00 hrs to 12:00 hrs and 13:00 hrs to 16:30 hrs, Monday to Friday in the Northern Territory.
- 3.10** The Secretary may determine alternative standard hours of duty for an Employee or group of Employees to meet the operational requirements of the Department. Where the Secretary is proposing to determine alternative standard hours of duty for an Employee or group of Employees the Secretary will consult with relevant Employees and their representatives, if any, in accordance with Part 7 of this Determination.

- 3.11 Employees may be required to work reasonable additional hours (including overtime).
- 3.12 Employees will record their times of attendance in a manner determined by the Secretary.
- 3.13 Employees will not be required to work more than 5 consecutive hours without an unpaid meal break of at least 30 minutes, unless in exceptional circumstances.

Part-time employees and leave balances

- 3.14 For a two month period from the commencement of this Determination, Employees who immediately prior to the commencement of this Determination worked a part time arrangement based on a standard working week of 36 hours and 45 minutes will have an opportunity to elect in writing to increase their working hours by at least 2.04 per cent. Where such an election is made, all accrued leave balances (other than long service leave) will be grossed up by 2.04 per cent.

Unauthorised absence

- 3.15 Where an Employee is absent from the workplace without the approval of the Secretary, all pay and entitlements provided for under this Determination cease to apply until the Employee resumes duty or is granted leave.

Flexible working arrangements

Flex-time

- 3.16 Flex-time is a system of flexible working hours which enables Employees and the Secretary to vary working hours, patterns and arrangements to provide maximum organisational flexibility that benefits Employees and the Department.
- 3.17 Unless otherwise determined by the Secretary, flex-time is available to all APS Level 1-6 Employees, other than Casual employees, those working shift work, those employed at overseas posts or those required to work standard hours.
- 3.18 Flex-time arrangements are subject to approval by the Secretary. Approval is conditional on operational requirements being met and an efficient service continuing to be provided to the public. Where the Secretary is proposing to withdraw approval for flex-time arrangements for operational reasons (including service delivery) for a work area or group of Employees, the Secretary will consult with relevant Employees and their representatives, if any, in accordance with Part 7 of this Determination.
- 3.19 Employees may use flex-time to vary their standard hours of duty on an irregular basis or for absences in lieu of other leave types.
- 3.20 Where there is insufficient work, the Secretary may require an Employee to work their standard hours.

Flex-time bandwidth

- 3.21 Flex-time is worked within a bandwidth of 07:00 hrs to 19:00 hrs, Monday to Friday except for in the Northern Territory where flex-time is worked within the bandwidth of 06:30 hrs to 18:30 hrs, Monday to Friday.

Settlement period

- 3.22 The ordinary working days over which calculations are made to determine flex credit or flex debit (the 'settlement period') will be 4 weeks.

Maximum credit

- 3.23 At the end of a settlement period, the maximum flex credit carried over is the equivalent of the standard weekly working hours for the Employee, or the average weekly hours for Part-time employees.
- 3.24 If there are operational pressures, the Secretary may approve a higher flex credit carry over on a temporary basis.

Maximum debit

- 3.25 At the end of a settlement period, the maximum flex debit is 10 hours, or 5 hours where an Employee works less than 25 hours per week.
- 3.26 Where an Employee has a flex debit that exceeds the maximum allowable at clause 3.25 the excess must be reduced by the end of the next settlement period unless otherwise agreed between the Secretary and the Employee.

Flex-time at cessation of employment

- 3.27 Prior to cessation of employment with the Department, Employees must take all reasonable steps to balance their flex credits or debits. The Secretary should provide opportunities to enable Employees to balance any flex debits or credits.
- 3.28 Where the Secretary agrees that it was not possible to balance flex credits due to operational requirements, the Employee's flex credit, up to the maximum flex credit carry over for a settlement period, will be paid out on separation from the Department.
- 3.29 Where an Employee ceases employment with the Department with a flex debit, they may choose to acquit the debit with annual leave credits. Otherwise, the Secretary is authorised to recover debits from the Employee's salary or final pay.

Withdrawal of flex-time

- 3.30 The Secretary may require an Employee to work standard hours for a period where the Secretary has concerns that the Employee is misusing flex-time.

Time off for Executive Level Employees

- 3.31** The Secretary may grant Executive Level Employees time off in recognition of additional hours worked. Time off is not expected to recompense for additional hours on a one-for-one basis and cannot be cashed out.
- 3.32** The Secretary may grant Executive Level Employees time off to allow for variations in attendance times and short term absences.

Requests for flexible working arrangements under the Fair Work Act

- 3.33** An Employee may request a change in working arrangements in accordance with Division 4, Part 2-2 of the *Fair Work Act 2009*. Where an employee makes such a request, the Secretary may refuse the request only on reasonable business grounds and will provide the Employee with a written response within 21 days stating whether the request has been granted or refused.

Home-based work

- 3.34** The Secretary may approve home-based work and teleworking arrangements, subject to meeting security, work health and safety and operational requirements. The agreed arrangements can only be varied by mutual consent and may be terminated by either party with a minimum notice period of four weeks (or shorter if agreed).

Public holidays and additional holidays

- 3.35** Employees are entitled to the following holidays each year as observed at their normal work Location:
- (a) 1 January (New Year's Day)
 - (b) 26 January (Australia Day)
 - (c) Good Friday and the following Monday
 - (d) 25 April (Anzac Day)
 - (e) the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State and Territory)
 - (f) 25 December (Christmas Day)
 - (g) 26 December (Boxing Day)
 - (h) 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 2009* from counting as a public holiday.
- 3.36** If a public holiday falls on a Saturday or Sunday, and 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.

Additional holiday

- 3.37** Employees are entitled to an additional holiday each year in accordance with the following table:

Christmas Day	Additional holiday
Sunday	Wednesday, 28 December
Monday	Wednesday, 27 December
Tuesday	Thursday, 27 December
Wednesday	Friday, 27 December
Thursday	Monday, 29 December
Friday	Tuesday, 29 December
Saturday	Wednesday, 29 December

- 3.38** Entitlements for Employees for this additional holiday will be those that apply as if that day was a public holiday.

Payment for public holidays

- 3.39** When observing a public holiday, Employees will be paid salary as if that day were not a public holiday.
- 3.40** Employees who perform work on the Saturday following Good Friday will be paid as if it were a public holiday.
- 3.41** Casual employees are not entitled to receive payment for public holidays on which they do not work.
- 3.42** If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the Employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate of pay if the Employee performs work on that day and the Sunday would otherwise be a public holiday under clause 3.35.
- 3.43** If a shift worker is required to perform rostered duty on each of the days of the week, the Employee will, in respect of a public holiday which occurs on a day on which the Employee is rostered off duty, be granted a day of leave in lieu of that holiday, if practicable, within one month after the holiday. If a day of leave in lieu is not practicable, one day of pay at ordinary rates will be paid. One day of pay in this case means the payment the Employee would have received for the public holiday if they were not a shift worker.

Local arrangements

- 3.44** The Secretary and an Employee may agree on the substitution of a day or part day that would otherwise be a public holiday, including for a cultural or religious day of significance to the Employee, subject to operational requirements.

Reasonable additional hours and overtime

- 3.45** The Secretary may direct an Employee to work reasonable additional hours to meet operational requirements. An Employee may refuse to work additional hours only if those additional hours are unreasonable. Section 62(3) of the *Fair Work Act 2009* sets out the factors which must be taken into account in determining whether additional hours are reasonable or unreasonable.

- 3.46** Overtime is worked only with the prior approval of the Secretary.

Entitlement to payment for overtime

- 3.47** Employees in APS Level 1-6 and training classifications will be entitled to payment for overtime as follows:

Category of Employee	When entitled to payment for overtime
Full-time employees whether working flex-time arrangements or standard hours (other than Casual employees)	for work approved by the Secretary to be performed: <ul style="list-style-type: none"> (a) in excess of 7 hours and 30 minutes worked on any day between Monday to Friday inclusive; or (b) outside 07:00 hrs to 19:00 hrs, Monday to Friday inclusive (or 06:30 hrs to 18:30 hrs for Employees based in the Northern Territory); or (c) on a public holiday.
Part-time employees (other than Casual employees)	for work approved by the Secretary to be performed: <ul style="list-style-type: none"> (a) beyond the Employee's agreed regular hours for a day; or (b) outside 07:00 hrs to 19:00 hrs, Monday to Friday inclusive (or 06:30 hrs to 18:30 hrs for Employees based in the Northern Territory); or (c) on a public holiday.
Employees on shift arrangements (other than Casual employees)	for work approved by the Secretary to be performed: <ul style="list-style-type: none"> (a) on any day outside the normal rostered ordinary hours of work on that day; or (b) in excess of the weekly hours of ordinary duty, or an average of the standard weekly hours of duty over a cycle of shifts.

Category of Employee	When entitled to payment for overtime
Casual employees	<p>for work approved by the Secretary to be performed in excess of 37.5 hours in a week.*</p> <p>*Casual loading is not paid for overtime.</p>

Overtime payment rate

3.48 Employees receive overtime at the following rates:

Day	Overtime Payment Rate
Monday to Saturday	<p>150 per cent (time and one half) for the first 3 hours</p> <p>200 per cent (double time) for hours greater than 3 hours</p> <p>For shift workers performing overtime duty on a Saturday, the rate of payment is 200 per cent (double time) from the commencement of overtime</p>
Sunday	200 per cent (double time)
Public holidays	<p>250 per cent (double time and one half)*</p> <p>* Double time and one half on public holidays comprises the single time payment payable whether or not the Employee works overtime, plus an additional time and one half payment.</p>

3.49 For the purpose of calculating overtime, salary will include any applicable higher duties allowance and no other allowances.

3.50 Subject to operational requirements, where requested by an Employee, time off in lieu of payment for overtime may be granted at the applicable overtime rate. Where an Employee is unable to take time off in lieu of payment for overtime within a period of three months of the overtime having been worked, the Employee may request to be paid for the overtime. Where this occurs, the payment will be made in the next pay period at the rate the Employee would have been paid when the overtime was worked.

3.51 Any accrued but not taken time off in lieu of payment for overtime will be paid out on termination at the rate the Employee would have been paid when the overtime was worked.

Minimum payment for non-continuous overtime

- 3.52** Where an Employee is required to separately attend work for the purposes of undertaking overtime (that is where the overtime is not contiguous with ordinary duty, including any meal period immediately following ordinary duty), the Employee will receive a minimum payment of 3 hours overtime.
- 3.53** Where more than one attendance for the purposes of undertaking overtime is involved, then for the purposes of calculating the minimum payment, Employees will receive the lesser of:
- (a) the minimum payment of 3 hours overtime for each attendance; or
 - (b) payment as if overtime was contiguous from the commencement of the first attendance to the cessation of the last attendance.

Emergency duty

- 3.54** Where an Employee at the APS Level 1-6 or a training classification is directed to return to duty to meet a work-related emergency as determined by the Secretary, the Employee will be paid at 200 per cent (double time). The minimum payment will be for a period of 3 hours.

Overtime meal allowance

- 3.55** A meal allowance (as set by the applicable Taxation Determination) will be paid to an APS Level 1-6 Employee who:
- (a) works approved overtime whether on a weekday, weekend or public holiday; and
 - (b) works over an entire meal allowance period; and
 - (c) either does not break for a meal or takes an unpaid meal break.
- 3.56** A meal allowance period means the following periods:
- (a) 06:30 hrs to 07:00 hrs
 - (b) 12:00 hrs to 14:00 hrs
 - (c) 19:00 hrs to 19:30 hrs
 - (d) midnight to 01:00 hrs.
- 3.57** Subject to approval by the Secretary, an overtime meal allowance under this clause will be paid to an Executive Level Employee who is directed to perform additional hours to supervise one or more APS Level 1-6 Employees who are eligible for the payment of an overtime meal allowance.

Rest relief

- 3.58** Employees should be provided a break of at least 8 consecutive hours off duty, plus reasonable travelling time, between 2 periods of ordinary duty.

- 3.59** The Secretary may direct an Employee to resume or continue work without having had 8 consecutive hours off duty plus reasonable travelling time. If this occurs, Employees will be paid at 200 per cent (double time) for time worked until the required rest relief period commences.
- 3.60** Employees, who work overtime on a Saturday, Sunday or a public holiday which is not an ordinary working day, or a rostered day off, will be entitled to a break of at least 8 consecutive hours off duty plus reasonable travelling time in the 24 hours preceding the commencement of ordinary duty.
- 3.61** Rest relief is not applicable in circumstances where an Employee is required to work overtime immediately before commencing ordinary duty.
- 3.62** These provisions do not apply to non-continuous overtime or a return to work for emergency duty, unless the actual time worked, excluding travelling time, is at least 3 hours on each call.

Shift work arrangements

- 3.63** For the purposes of this Determination, ‘shift work’ means ordinary hours of work rostered for duty within a roster or cycle of shifts that do not exceed an average of the ordinary weekly hours applicable to Employees working that roster.

Penalty rates

- 3.64** Employees who are required to perform shift work will be entitled to shift penalty payments, as follows:

Shift	Penalty rate (Ordinary duty)
Monday to Friday	15 per cent where any part of the rostered shift falls between 18:00 hrs and 06:30 hrs 30 per cent where rostered on shifts worked continuously for more than 4 weeks that fall wholly within the hours of 18:00 hrs and 08:00 hrs
Saturday	50 per cent
Sunday	100 per cent
Public Holiday	150 per cent

- 3.65** Shift penalty payments will not be taken into account in the calculation of any allowance based upon salary, nor paid with respect to any shift for which any other form of penalty payment is made.

Shift hours

- 3.66** Except at the regular change-over of shifts, an Employee will not be required to work more than one shift in each 24 hours.

Consultation and notice

- 3.67** The Secretary will determine the circumstances in which an Employee or group of Employees will be required to perform shift work in order to meet the requirements of the Department.
- 3.68** The days and times of work to be performed by shift workers will be determined by the Secretary after consultation with relevant Employees and their representatives, if any, in accordance with Part 7 of this Determination.
- 3.69** After undertaking consultation in accordance with Part 7 of this Determination, notice of at least 7 days prior to the date of effect of the change will be provided to affected Employees. A shorter notice period may be agreed between the Secretary and an Employee.
- 3.70** Should 7 days' notice (or shorter agreed period) not be given, Employees will be entitled to payment at the relevant overtime rate for the part of the shift that is outside the previous rostered hours of duty, until the notice period has expired. Employees who receive this penalty will not be entitled to any other penalty payment for that period of duty.

Application of notice for code of conduct or disciplinary matters

- 3.71** Clauses 3.68 to 3.70 do not apply where the Secretary determines that a code of conduct or disciplinary matter requires a change of attendance pattern, including removal from shift.

Exchange of shifts

- 3.72** Employees will be able to exchange shifts or rostered days off by mutual arrangement and with the consent of the Secretary, provided the arrangement does not give the Employee an entitlement to an overtime payment and maintains the required rest relief periods.

Part 4. Leave

General provisions

Approval and notice requirements

4.1 The taking of leave under this Part is subject to approval by the Secretary.

Leave and service

4.2 Subject to a contrary intention, and unless otherwise provided in legislation, in this Part:

- (a) paid leave provided for under this Determination will count as service for all purposes; and
- (b) unpaid leave provided for under this Determination or any other unpaid absence will not count as service for any purpose.

Paid leave at base rate of pay

4.3 Unless otherwise specified in this Determination, all paid leave entitlements are paid at the Employee's base rate of pay, exclusive of all penalties and allowances.

Interaction between leave types

4.4 Where an Employee who is on annual leave becomes eligible for a grant of personal leave, emergency service volunteer leave, jury service leave or compassionate/bereavement leave, annual leave will at the request of the Employee be re-credited to the extent of the period of other leave granted on presentation of evidence that would satisfy a reasonable person of the purpose for which the alternate leave was taken. Long service leave will be re-credited in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

4.5 Instances of maternity leave, adoption/foster leave and supporting partner leave must be taken in a single continuous period, unless application is made to return to duty in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*. Periods of paid leave of these kinds are subsumed into any entitlements to unpaid leave periods.

4.6 An Employee is not entitled to take paid personal or compassionate/bereavement leave while taking paid maternity leave or paid or unpaid adoption/foster or supporting partner leave.

Leave and workers' compensation

4.7 An Employee receiving worker's compensation for more than 45 weeks will accrue annual and personal leave on a pro-rata basis in accordance with the hours actually worked.

Annual Leave

4.8 Employees accrue 4 weeks paid annual leave for each completed year of service, accruing daily and credited monthly.

4.9 Any unused annual leave accumulates.

Cancellation of leave or recall to duty from annual leave

4.10 Where an Employee's annual leave is cancelled by the Secretary without reasonable notice or an Employee is recalled to duty from annual leave, the Employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable from insurance or any other source.

4.11 The Employee will be re-credited the period of unused leave equivalent to the days they have been recalled to duty.

Shift workers additional annual leave

4.12 Continuous shift workers who:

(a) are employed in a part of the Department where shifts are continuously rostered over the 7 days each week, and

(b) are regularly rostered to work those shifts, and

(c) regularly work on Sundays and public holidays

are entitled to an additional week of annual leave.

4.13 Employees who work shifts other than as described in the preceding clause accrue an additional half day of annual leave for every Sunday worked in the previous calendar year, to a maximum accrual of 5 days of annual leave per calendar year.

4.14 Sundays worked include ordinary duty and rostered overtime of at least 3 hours duration.

4.15 Where an Employee works 2 shifts on a Sunday (that is one ending early and one starting late in the day), only one shift counts for the purposes of accruing additional annual leave credits.

Additional payments

4.16 Shift workers will receive a payment of 100 per cent of penalties attracted by their roster pattern (excluding Public Holiday penalties) while on annual leave.

Cashing out annual leave

4.17 An Employee may elect to cash out an amount of accrued annual leave provided that:

(a) the Employee has taken a minimum of 2 weeks of annual leave during the preceding 12 month period, unless otherwise determined by the Secretary;

- (b) the Employee gives written notice of the election to cash out the amount of annual leave;
- (c) the Employee's remaining accrued entitlement to annual leave will not be less than 4 weeks; and
- (d) the Employee must be paid at least the full amount that would have been payable to the Employee had the leave been taken.

Excess annual leave credit

- 4.18** Employees who have an annual leave credit in excess of 2 years accrual may be directed by their Manager to take an amount of annual leave that is up to one quarter of their annual leave credit at the time the direction is given.

Payment of accrued annual leave on cessation

- 4.19** An Employee who ceases to be an APS Employee will be entitled to payment in lieu of any accrued annual leave on separation from the Department.

Ceremonial leave

- 4.20** The Secretary may approve the taking of up to 10 days of unpaid ceremonial leave over a 2 year period to enable an Employee to participate in ceremonial activities (for example, those associated with the death of a member of their family or extended family or obligations under Aboriginal or Torres Strait Islander law).

Jury service leave

- 4.21** Employees who are required by a court to attend for jury selection or to act as a juror will be entitled to paid leave for the period required by the court.
- 4.22** The Employee must advise the Secretary in advance and provide proof of the requirement for their attendance.
- 4.23** If the Employee receives a payment from the court for their attendance (other than expenses reimbursed by the court, such as parking), they must sign over that amount to the Department or repay that amount to the Department. If this does not occur, the Secretary is authorised to deduct an equivalent amount from the Employee's fortnightly pay.

Emergency service volunteer leave

- 4.24** The Secretary will approve paid leave to enable an Employee to participate in an emergency service activity associated with a State Emergency Service, firefighting service, search and rescue unit or other volunteer community service performing similar functions.
- 4.25** The Secretary may grant up to 4 days' paid leave for each emergency service activity. The Secretary may approve additional paid or unpaid leave for an ongoing emergency response activity or other related activities such as regular training, reasonable travel, recovery time and ceremonial duties.

- 4.26 Approval is subject to the provision of satisfactory evidence that the Employee's services were requested by the relevant organisation. Such evidence may be provided before, or as soon as practicable after, the occasion on which participation in the emergency service activity is required.

Compassionate/bereavement leave

- 4.27 Employees are entitled to 2 days of paid compassionate leave for each occasion where a member of the Employee's Family or household contracts an illness or sustains an injury that poses a serious threat to his or her life.
- 4.28 Employees are entitled to 3 days of paid bereavement leave for each occasion where a member of the Employee's Family or household dies.
- 4.29 Casual employees will be entitled to 2 days of unpaid compassionate/bereavement leave in the above circumstances.

Defence Reserve leave

- 4.30 The Secretary will grant Ongoing employees leave to enable them to fulfil related Australian Defence Force (ADF) Reserve and Continuous Full-time Service (CFTS) or Cadet Force obligations in accordance with clauses 4.31 to 4.40.

Entitlement

- 4.31 The Secretary will grant up to 20 days paid defence reserve leave each year for the purpose of fulfilling service in the ADF Reserve, including training and operational duty as required.
- 4.32 The Secretary will grant up to an additional 10 days paid defence reserve leave for an Employee's first year of ADF Reserve service in order to facilitate participation in additional ADF Reserve training, including induction requirements.
- 4.33 The Secretary may grant additional paid or unpaid defence reserve leave, taking into account operational requirements.

Other matters

- 4.34 With the exception of the additional 10 days in the first year of ADF Reserve service, leave can be accumulated and taken over a period of 2 years to enable the Employee to undertake training as a member of the ADF Reserves.
- 4.35 Defence reserve leave is not available to Employees who are undertaking work for the ADF through a Fixed Period of Service agreement (as defined in relevant legislation).
- 4.36 Employees must provide written evidence of the request for their attendance for duty.
- 4.37 Employees accessing paid defence reserve leave will continue to have their salary paid as it would have been paid had leave not been taken, with the exception of shift penalties. Employees will continue to access other components of their remuneration package during periods of defence service.

- 4.38 The Secretary will not require defence reservists to pay their tax free ADF Reserve salary to the Department in any circumstances.
- 4.39 Defence reserve leave will count as service for all purposes, with the exception of unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts as service for all purposes except annual leave accrual.
- 4.40 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.

Long service leave

- 4.41 Long service leave will accrue and be available to eligible Employees in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 4.42 Long service leave may be granted at either full or half pay, subject to operational requirements and the approval of the Secretary. Unless otherwise provided in legislation, periods of long service leave cannot be broken with weekends, public holidays or other periods of leave.
- 4.43 The minimum period for which an Employee may be granted long service leave is 7 consecutive calendar days at full pay or 14 consecutive calendar days at half pay.

Miscellaneous leave

- 4.44 The Secretary may grant Employees miscellaneous leave for a purpose considered to be in the interests of the Commonwealth or where the reason for the leave is not covered by this Determination. The leave granted may be:
- (a) for the period requested or another period;
 - (b) with or without pay;
 - (c) subject to conditions; and
 - (d) if leave is granted without pay – the leave may count for service for some or all purposes.
- 4.45 The Secretary will grant miscellaneous leave with pay in circumstances where an Employee is unable to attend work, or remain at work, due to a decision by the Secretary to close an office or work area in response to an emergency event.

NAIDOC leave

- 4.46 The Secretary will grant Employees one day of paid leave each year to enable their participation in activities related to NAIDOC Week. This leave can be taken as either a full day absence or several short absences to the equivalent of one day across the week.

Adoption/foster leave

- 4.47 An Employee who:

- (a) has completed at least 12 months of continuous service with the APS,
- (b) adopts or fosters a child on permanent placement, and
- (c) is that child's primary caregiver,

is eligible to take adoption/foster leave in accordance with clauses 4.49 to 4.51.

4.48 Applications for adoption/foster leave must be supported by official documentary evidence from the relevant person/organisation with statutory responsibility for the placement of the child. This evidence must include the date of placement of the child with the Employee.

Paid entitlement

4.49 The Secretary will grant up to 14 weeks of paid adoption/foster leave. Entitlement to paid adoption/foster leave will commence on and from the day of placement of the child with the Employee for adoption/fostering and must not commence at any later time.

4.50 The Secretary may approve the payment for adoption/foster leave over a maximum period of 28 weeks, pro-rated over the period (with the exception of Employees on an overseas Posting). If such approval is given, only 14 weeks of the period will count as service.

Unpaid entitlement

4.51 Employees who have at least 12 months continuous service in the APS are entitled to unpaid adoption/foster leave in accordance with Subdivision B of Division 5 of Part 2-2 of the *Fair Work Act 2009*. Employees may also be entitled to 2 days of unpaid pre-adoption leave in accordance with section 85 of the *Fair Work Act 2009*.

Maternity leave

Maternity Leave Act entitlement

4.52 Access to maternity leave will be in accordance with the *Maternity Leave (Commonwealth Employees) Act 1976*.

4.53 Where an Employee is either:

- (a) on unpaid maternity leave and applies for paid leave, or
- (b) on paid maternity leave and applies for paid leave contiguous with that leave,

and is eligible for that leave, the Employee will be granted the paid leave.

Additional Determination entitlement

4.54 Employees eligible for paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1976* will be granted an additional 2 weeks of paid

leave. This additional leave is to be taken contiguous with paid leave under the *Maternity Leave (Commonwealth Employees) Act 1976*.

- 4.55** The Secretary may approve the payment for the maternity leave and additional maternity leave over a maximum period of 28 weeks, pro-rated over the period. If such approval is given, only 14 weeks of the period will count as service.
- 4.56** On ending the initial 52 weeks of maternity leave, the Secretary may grant a request for an extension of unpaid leave for a further period of up to 52 weeks in accordance with the NES under the *Fair Work Act 2009*.

Supporting Partner leave

- 4.57** An Employee who:
- (a) has completed at least 12 months continuous service with the APS, and
 - (b) is not eligible for maternity leave or adoption/foster leave,
- is eligible to receive supporting partner leave in accordance with clauses 4.59 to 4.61.
- 4.58** Documentary evidence (of a nature equivalent to maternity or adoption/foster leave, whichever is most relevant) must be provided in support of the application for supporting partner leave.

Paid entitlement

- 4.59** The Secretary will grant up to 4 weeks of paid supporting partner leave on the occasion of:
- (a) the birth of their child (or their Partner's child), or
 - (b) Adoption or permanent foster care placement of a child (or their Partner's child).

Entitlement to supporting partner leave will commence on and from that occasion and must not commence at any later time.

- 4.60** The Secretary may approve payment of the 4 weeks of paid supporting partner leave over a maximum period of 8 weeks, pro-rated over the period (with the exception of Employees on an overseas Posting). If such approval is given, only 4 weeks of the period will count as service.

Unpaid entitlement

- 4.61** The Secretary may grant up to 52 weeks of unpaid supporting partner leave (extendable by a further period of up to 52 weeks) in accordance with the NES under the *Fair Work Act 2009*.

Personal leave

Crediting and accrual of personal leave

- 4.62 Employees other than those specified in clause 4.63 accrue 18 working days of paid personal leave for each completed year of service with the Department, accruing daily and credited monthly.
- 4.63 Employees who commence their ongoing APS employment on engagement with the Department will be credited with 18 days of paid personal leave on commencement.
- 4.64 Any unused personal leave accumulates but cannot be cashed out or paid out on cessation of employment with the Department.

Taking of personal leave

- 4.65 Employees may take paid personal leave for full or part day absences.
- 4.66 Employees may take personal leave:
- (a) because the Employee is not fit for work due to a personal illness, or personal injury, affecting the Employee; or
 - (b) to provide care or support to a member of the Employee's Family or household who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member, or
 - (ii) for an unexpected emergency affecting the member.

Notification

- 4.67 Employees must notify their Manager of any absence as soon as reasonably practicable (which may be a time after the leave has started). When doing so, the Employee must advise their Manager of the period, or expected period, of their absence.

Documentary evidence

- 4.68 When an Employee is absent on personal leave for a period of 3 or more consecutive days, they must provide satisfactory documentary evidence to establish that the leave was taken for one of the reasons specified in clause 4.66.
- 4.69 Satisfactory documentary evidence is evidence that would satisfy a reasonable person that the leave was taken for a reason specified in clause 4.66. This may comprise of a medical certificate provided by a health practitioner or a statutory declaration.

Invalidity

- 4.70 Unless otherwise provided in legislation or unless the Employee consents, their employment will not be terminated on invalidity grounds until the Employee's personal leave credit has been exhausted.

Infectious disease contacts

- 4.71 The Secretary may grant the use of accrued personal leave if a medical practitioner reports that an Employee has had contact with a person suffering from a notifiable infectious disease and is unable to attend for duty.

Unpaid personal leave

- 4.72 Where an Employee's personal leave accrual is exhausted, the Secretary will grant Employees up to 2 days of unpaid carer's leave for each occasion when:
- (a) a member of their Family or household requires care or support because of a personal illness, or personal injury, affecting the member; or
 - (b) there is an unexpected emergency affecting the member.
- 4.73 Where an Employee's personal leave accrual is exhausted and the Employee is not fit for work due to a personal illness or personal injury affecting the Employee, the Secretary may grant paid or unpaid personal leave. The leave granted may be:
- (a) for the period requested or another period; and
 - (b) subject to conditions.

Leave to deal with Family and Domestic Violence

- 4.74 Clauses 4.77 to 4.84 apply to all Employees, including casuals.

Definitions

- 4.75 For the purposes of clauses 4.77 to 4.84 the following definitions apply:

'Family and domestic violence' means violent, threatening or other abusive behaviour by a Family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

'Family member' means:

- (i) a Partner, De facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a Partner or De facto partner of the Employee; or
- (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

- 4.76** A reference to a Partner or De facto partner in the definition of Family member in clause 4.74 includes a former Partner or De facto partner.

Entitlement to unpaid leave

- 4.77** An Employee is entitled to 5 days' unpaid leave to deal with Family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the Employee's employment, and
- (b) the leave does not accumulate from year to year, and

is available in full to Part-time and Casual employees.

- Notes:
1. A period of leave to deal with Family and domestic violence may be less than a day by agreement between the Employee and the Secretary.
 2. The Secretary and Employee may agree that the Employee may take more than 5 days' unpaid leave to deal with Family and domestic violence.

Taking unpaid leave

- 4.78** An Employee may take unpaid leave to deal with Family and domestic violence if the Employee:

- (a) is experiencing Family and domestic violence; and
- (b) needs to do something to deal with the impact of the Family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a Family member (including relocation), attending urgent court hearings or accessing police services.

Service and continuity

- 4.79** The time an Employee is on unpaid leave to deal with Family and domestic violence does not count as service but does not break the Employee's continuity of service.

Notice and evidence requirements

- 4.80** An Employee must give their Manager notice of the taking of leave by the Employee under clause 4.78. The notice:

- (i) must be given to their Manager as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise their Manager of the period, or expected period, of the leave.

- 4.81** An Employee who has given their Manager notice of the taking of leave under clause 4.78 must, if required by the Secretary, provide evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 4.78.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

Confidentiality

- 4.82** The Secretary must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 4.81 is treated confidentially, as far as it is reasonably practicable to do so.
- 4.83** Nothing in clause 4.82 prevents the Secretary from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of Family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Secretary should discuss with the Employee the handling of this information.

Compliance

- 4.84** An Employee is not entitled to take leave under clause 4.78 unless the Employee complies with clauses 4.80 and 4.81.

Portability of accrued leave

- 4.85** Where an Employee moves (including on promotion or for an agreed period) from another Agency where they were an Ongoing employee or an ongoing employee of the Parliamentary Service or the ACT Government Service, the Employee's unused accrued annual leave and personal/carer's leave (however described) will be recognised, provided there is no break in continuity of service.
- 4.86** Where the Secretary employs the Employee on an Ongoing basis, and immediately prior to the engagement the person was employed as a Non-ongoing employee, the Secretary may, at the Employee's request, recognise any accrued annual leave and personal/carer's leave (however described), provided there is no break in continuity of service.
- 4.87** Any recognised leave excludes any accrued leave paid out by the former Agency on separation from that Agency.

Purchased leave

Purchased leave (44/52)

- 4.88** The Secretary may approve an application from an Employee to purchase up to 8 weeks of additional leave per year.
- 4.89** If an Employee does not use all or part of the purchased leave within 12 months from application, the Employee will be re-funded the cost of the leave not taken at the rate it was purchased, as a lump sum.

Sabbatical leave

- 4.90** Where an Ongoing employee has completed at least 2 years of continuous employment with the Department, they may apply to the Secretary for access to sabbatical leave.
- 4.91** This is a flexible arrangement consisting of a 4 year continuous work period followed by a one year period of leave, with salary spread over the 5 years. An Employee whose sabbatical leave application is approved receives one year's sabbatical leave by agreeing to forgo 20 per cent of their eligible salary on each payday in each of the 4 years immediately prior to going on one year's sabbatical leave.
- 4.92** If an Employee does not use all or part of the sabbatical leave within a one year period, the Employee will be refunded the cost of the leave not taken at the rate it was purchased, as a lump sum.
- 4.93** The first 4 years will count as service for all purposes, and the fifth year will not count as service for any purpose.
- 4.94** An Employee accessing sabbatical leave cannot also apply for purchased leave as prescribed at clause 4.88 of this Determination.

Study leave and financial assistance

- 4.95** The Secretary may approve an application from an Ongoing employee (who has successfully completed probation) for paid study leave of up to 7 hours and 30 minutes per week during each semester (including for exams) for approved courses that are relevant to the Department's operational requirements.
- 4.96** The Secretary may also approve an application for financial assistance for such study. Ongoing employees are eligible for reimbursement of course fees up to \$825 for the first approved subject in a semester and up to \$590 for each additional subject (with those amounts to be adjusted in line with the 3 per cent salary increase 12 months after the commencement of this Determination).
- 4.97** Employees undertaking Legal Workshop are eligible for total reimbursement of up to \$2,471 for course fees for the entire course of study. Where the Legal Workshop is undertaken part-time, at the end of each semester an Employee is eligible to claim \$1,235.50 for course fees for units successfully completed that semester, subject to a maximum reimbursement of \$2,471 for the entire course of study (with those

amounts to be adjusted in line with the 3 per cent salary increase 12 months after the commencement of this Determination).

War service sick leave

- 4.98** The Secretary will grant war service sick leave to Employees who are unfit for duty because of a war-caused or defence-caused condition. A war-caused or defence-caused condition is an injury or disease that has been determined under the *Veterans' Entitlement Act 1986* or the *Military Rehabilitation and Compensation Act 2004* to be war-caused or defence-caused.
- 4.99** Employees who are eligible for war service sick leave will be granted:
- (a) a 9 week special credit of war service sick leave from the date they commence employment with the APS; and
 - (b) a 3 week annual credit of war service sick leave on the date of commencement with the APS and after each subsequent 12 months of service. This may not be granted until the special credit has expired.
- 4.100** Unused annual credits will accumulate, subject to a maximum annual credit balance of 9 weeks.

Christmas/New Year period

- 4.101** The Secretary may direct that an Employee take leave between Christmas Day and New Year's Day (inclusive). Where the Secretary proposes to direct that an Employee take leave between Christmas Day and New Year's Day (inclusive), the Secretary will provide the Employee with no less than one month's notice of their intention to do so.
- 4.102** Employees may access flex credits or accrued time off in lieu to cover this period in the first instance. If the Employee is not able to use flex credits or accrued time off in lieu, the Employee will access annual leave. If the Employee is not able to access annual leave for the period, the Secretary must consider that there are reasonable grounds for the direction in relation to that Employee. Reasonable grounds include, but are not limited to, insufficient work or insufficient supervision in that period.
- 4.103** If an Employee has insufficient annual leave, flex credits or accrued time off in lieu, unpaid miscellaneous leave will be granted for the period in accordance with clause 4.44.

Part 5. Allowances

Allowances and paid leave

5.1 Allowances will be paid during paid leave (of any type, including combinations of more than one type), unless otherwise specified in this Determination, provided for in legislation, or agreed by the Secretary. Allowances will not be paid during unpaid leave or unauthorised absences from duty, unless agreed by the Secretary.

Allowances as salary for the purposes of other entitlements

5.2 Unless otherwise specified in this Determination, or otherwise provided for in legislation (or trust deed or other superannuation scheme documents) or agreed by the Secretary, the table below identifies whether an allowance in this Determination is to be included as salary for the purposes of the entitlements identified in each column.

Allowance	Superannuation	Long Service Leave	Redundancy pay
Part 3			
Overtime Meal Allowance	No	No	No
Part 5			
CATO and CFI Allowance	No	No	Yes
Cold Work Allowance	No	No	No
Community Language Allowance	Yes	Yes	Yes
Confined Space Allowance	No	No	No
Container Examination Facility Composite Allowance	No	No	No
Dirty or Offensive Work Allowance	No	No	No
Departmental Liaison Officer Allowance	Yes	No	Yes
Escort Duty Allowance	No	No	No
Higher Duties Allowance	Yes	Yes	See clause 8.21 of this Determination

Allowance	Superannuation	Long Service Leave	Redundancy pay
Operational Safety Trainer and Operational Capability Trainer Allowance	No	No	No
Restriction Allowance	No	No	No
School Holiday Assistance	No	No	No
Self-contained Breathing Apparatus Allowance	No	No	No
Uniform Allowance	No	No	No
Use of Force Allowance	No	No	No
Work Location Allowance	No	No	No
Workplace Responsibility Allowance	Yes	Yes	Yes
Part 9			
District Allowance	No	Yes	No
Camping Allowance	No	No	No
Sea-going vessel accommodation allowance	No	No	No
Motor vehicle allowance	No	No	No
Part 10			
Sea-going commuted allowance	See clauses 10.47 and 10.56	See clause 10.46(f)	Yes
Marine training allowance	No	No	No
Marine accommodation allowance	No	No	No
Operational safety trainer allowance	Yes	Yes	Yes
Southern Ocean operations allowance	No	No	No

Allowance	Superannuation	Long Service Leave	Redundancy pay
Part 11			
Composite surveillance allowance	See clause 11.8	See clause 11.6(c)	No
On Call Allowance	No	No	No

CATO and CFI allowance

5.3 Employees who hold the required certification to train and assess other Employees in the use of operational technologies and/or custodial firearms and:

- (a) volunteer to undertake this role in addition to their normal duties, and
- (b) are recognised by the work area as performing a Competency Assessment and Training Officer (CATO) or Custodial Firearms Instructor (CFI) role, and
- (c) are required by the Secretary to undertake this role,

will be eligible for an allowance.

5.4 The allowance will only be payable if the Employee maintains the relevant certification in the operational technology, holds and maintains any training and assessment qualification required by the Secretary and is required by the work area to perform the CATO and/or CFI role.

5.5 The allowance will be paid fortnightly based on the number of operational technologies the CATO and/or CFI is required to train and assess as follows:

	Commencement \$ per fortnight	12 months from commencement \$ per fortnight
1 to 3 technologies	37.87	39.00
4 to 6 technologies	43.28	44.58
7 or more technologies	48.69	50.15

5.6 For the purposes of the CATO/CFI allowance:

- (a) technology is defined as the particular individual detection tool used in the work area. For example, a CATO who trains and assesses other Employees in the operation and use of StreetLab, Sabre 4000, HazMat ID and the Biosens would be eligible for payment of \$43.28 per fortnight on commencement of the Determination; and
- (b) the role of CFI will count as one technology.

Cold work allowance

- 5.7 Employees who are required to perform duty in a place where the temperature is reduced by artificial means to 7 degrees Celsius or below, other than Employees working at container examination facilities, will be paid a cold work allowance. There are 3 levels of payment of the allowance which are based on the temperature where duty is performed:

	Commencement \$ per hour	12 months from commencement \$ per hour
Cold work: -1° to +7°	0.78	0.80
Cold work: -2° to -18°	1.12	1.15
Cold work: -18° or below	1.83	1.88

Community language allowance

- 5.8 Employees will be eligible for a community language allowance where the Secretary determines that:
- there is an identifiable and continuing operational need for the Employee's language skills (including Aboriginal and Torres Strait Islander languages and Auslan); and
 - the Employee's language competence meets a recognised standard.
- 5.9 The payment will be calculated annually and paid fortnightly.
- 5.10 There are 2 levels of payment of the allowance:

Rate	Commencement	12 months from commencement
Level 1 – Qualification / Standard		
(a) National Accredited Authority for Translators and Interpreters (NAATI) Language Aide Test; or		
(b) Recognised level of competency to deliver client services in languages for which NAATI does not test		
Level 1 (\$ per annum)	1,034	1,065

Rate	Commencement	12 months from commencement
Level 2 – Qualification / Standard		
(a) NAATI Para-professional interpreter and higher; or		
(b) Recognised tertiary qualification in interpreting; or		
(c) Recognised level of competency to deliver client services in Aboriginal Torres Strait Islander (ATSI) languages; or		
(d) Recognised Auslan qualification.		
Level 2 (\$ per annum)	2,068	2,130

Confined space allowance

- 5.11** Employees who are required to perform duty in a compartment, space or place, the dimensions of which necessitate the Employee working in a stooped or otherwise cramped position, or without proper ventilation, other than Employees working at container examination facilities, will be paid the following amount.

Rate	Commencement	12 months from commencement
\$ per hour	0.95	0.98

Container examination facility composite allowance

- 5.12** APS Level 3-5 Employees performing duties at container examination facilities will receive an annualised container examination facility composite allowance paid fortnightly in lieu of cold work, confined space and dirty or offensive work allowances, as set out in the table below.

Rate	Commencement	12 months from commencement
\$ per annum	290	299

Departmental liaison officer allowance

- 5.13** Where an Employee is performing the duties of a Departmental Liaison Officer, the Secretary will approve payment of an annual allowance in lieu of overtime in accordance with the table below. This allowance is calculated annually and paid fortnightly.

Rate	Commencement	12 months from commencement
\$ per annum	21,270	21,908

Dirty or offensive work disability allowance

- 5.14** Employees who are required to perform duty which the Secretary determines to be of an unusually dirty or offensive nature, other than Employees working at container examination facilities, will be entitled to an allowance set out below.

Rate	Commencement	12 months from commencement
\$ per hour	0.80	0.82

- 5.15** Employees with a medical condition that precludes them from performing work which would attract the allowance are ineligible.

Escort duty allowance

- 5.16** Where an Employee is required to escort clients to international destinations, the Secretary will approve payment of an allowance for each trip, plus an allowance for each day the Employee is absent in accordance with the table below.

Rate	Commencement	12 months from commencement
\$ per trip	531	547
\$ per day away	200	206

Higher duties allowance

- 5.17** Where an Employee temporarily performs duties of a higher classification, a higher duties allowance will be payable for the period of acting beyond 10 working days, or an earlier period as determined by the Secretary. Where an Employee has undertaken periods of acting beyond 10 working days in a financial year all subsequent periods of acting will attract a higher duties allowance from the commencement of the period of acting.
- 5.18** The payment of higher duties allowance will bring the Employee's salary to the minimum salary level for the classification for the acting position, subject to the Employee's adjusted salary being no less than 4 per cent above the Employee's substantive salary. The Secretary may determine a higher amount of higher duties allowance.
- 5.19** Employees who are granted paid leave or observe a public holiday during a period of approved higher duties will continue to receive higher duties allowance during that absence.
- 5.20** Higher duties allowance counts as salary for the payment of overtime, shift penalty payments and cashing out of annual leave.
- 5.21** Employees who have been on higher duties for an aggregate period of at least 6 of the last 12 months will be eligible for an increase in the rate of higher duties

allowance at the same rate as salary advancement provided they have received a performance rating of ‘met expectations’ or above at that level. An Employee’s salary level will be retained for any subsequent higher duties, as long as the gap between periods of acting is no more than 12 months.

5.22 Where an Employee temporarily works in a Senior Executive Service role, they will receive a higher duties allowance as determined by the Secretary.

Operational safety trainer (OST) and operational capability trainer (OCT) allowance

5.23 An employee who is an Operational Safety Trainer (OST) or an Operational Capability Trainer (OCT) assigned to a position in the Operational Safety Training Unit or Advanced Capability Training Section and who is a fully qualified instructor whose appointment as an OST/OCT has been granted by the Secretary shall be paid the annualised OST/OCT allowance set out below. The OST/OCT allowance shall be paid fortnightly.

Rate	Commencement	12 months from commencement
\$ per annum	5,410	5,572

Professional membership and accreditation expenses

5.24 The Secretary will, upon production of appropriate documentary evidence, meet the cost of professional association membership, practising certificates, formal accreditation or registration fees, and required training where there is a requirement to maintain these arrangements with a professional body in order to perform the duties of a particular role in the Department.

Restriction allowance

5.25 An Employee who is directed to be contactable and available to attend work to perform extra duty at a time when the Employee would not normally perform duty is entitled to a restriction allowance.

5.26 Restriction allowance is payable at a flat rate of \$41 per 24-hour period (or part thereof) on each occasion that the Employee is restricted.

5.27 The Employee may be required to perform the extra duty at their usual workplace or at another place, including their home.

5.28 Where an APS Level 1-6 Employee is restricted and is required to perform extra duty, the Employee will receive the following overtime payments:

- (a) where an Employee is required to return to their usual workplace or another workplace, a 3 hour minimum payment (inclusive of time spent travelling to and from that workplace); or
- (b) where the Employee is required to perform the extra duty at home, a one-hour minimum payment.

School holiday assistance

- 5.29** Where an Ongoing employee with a school-aged child or children has an approved application for annual leave or purchased leave during school holidays cancelled for operational reasons, the Secretary will approve a reimbursement payment of \$27 per day towards the cost of each school-aged child enrolled in approved child care or school holiday program by reason of the cancellation.
- 5.30** The reimbursement will be paid:
- (a) only in respect of days the Employee is at work;
 - (b) regardless of the length of time the child is in the program each day;
 - (c) on production of a receipt from an approved child care or school holiday program provider; and
 - (d) to a maximum of \$270 per family per week.
- 5.31** An Employee whose Partner or former Partner receives a similar benefit from his/her employer is not eligible for the subsidy.
- 5.32** The Secretary may approve the payment of school holidays assistance in accordance with clauses 5.29 to 5.31 in circumstances where an Employee with school children has an application for annual leave or purchased leave during school holidays refused for operational reasons.

Self-contained breathing apparatus allowance

- 5.33** Employees qualified in and required to use self-contained breathing apparatus (SCBA) in the performance of their duties at a designated sea cargo examination area will receive an annualised SCBA allowance paid fortnightly as below.

Rate	Commencement	12 months from commencement
\$ per annum	833	858

Uniform allowance

- 5.34** Employees who are required to wear a uniform provided by the Department but who are not provided with shoes and socks as part of that uniform will receive the following annual allowance to cover the costs of appropriate shoes and socks. The allowance will be paid at the same rate to both Full-time and Part-time employees.

Rate	Commencement	12 months from commencement
\$ per annum	286	295

- 5.35** The Secretary will approve payment of the allowance to eligible Employees in advance on 1 July each year. Employees who commence work requiring the wearing

of a uniform at any time during the year and who are eligible for the allowance will receive a pro-rata payment of the allowance at the time of commencing the work.

Use of force allowance

- 5.36** Employees who are required to hold and have been issued with a valid Use of Force Permit (Level 3) for the full suite of personal defence equipment, including a handgun, and are assigned to designated Use of Force positions will receive an annualised use of force allowance paid fortnightly as below.

Rate	Commencement	12 months from commencement
\$ per annum	2,284	2,353

- 5.37** The allowance will only be payable if an Employee maintains the required competencies, fitness standard, Use of Force permit and/or security clearance and is assigned to a designated Use of Force position. Failure to maintain such standards will result in the immediate cessation of the allowance.

Work location allowance

- 5.38** The work location allowance will be gradually withdrawn over the life of this Determination.

- 5.39** For the purpose of the work location allowance:

- (a) **‘Public transport’** means a system of buses, trains, etc, running on fixed routes, of reasonable frequency, on which the public may travel. This transport may be operated by public or private entities, however, the cost of such transport from point to point must be broadly comparable with the cost of such travel elsewhere within the same network or city to be considered as ‘public transport’ for the purpose of this definition.
- (b) **‘Public transport hub’** means a major transport junction in a locality where a number of designated public transport routes meet and where it would be reasonable to expect that an employee would be able to commute to irrespective of their place of residence within that locality. Public transport hubs include but are not limited to:

Location	Nominated Hub
Sydney	Central Station Parramatta
Brisbane	Central Station
Adelaide	Adelaide Station
Melbourne	Southern Cross

Location	Nominated Hub
Coolangatta	Surfers Paradise
Canberra	Civic Bus station Tuggeranong Bus interchange Belconnen Bus interchange Woden Bus interchange
Perth	Perth Central station
Fremantle	Fremantle Railway station
Darwin	Darwin GPO
Cairns	Lake St Hub
Hobart	Hobart GPO

5.40 Employees assigned to perform duties at locations where:

- (a) there is no Public transport that services the affected site, or
- (b) Public transport is available, but would involve travel (including walking) for more than 30 minutes from a defined Public transport hub, or
- (c) Public transport is not available to or from the hub at the commencement or end of rostered shift times,

will be eligible to receive a work location allowance.

5.41 The amount of the allowance has been determined taking into account the following components:

- (a) lack of Public transport – payable where Public transport is unavailable as per clause 5.40;
- (b) economic impact on Employees – payable where Employees are impacted by (a) and are also subject to additional costs at the work location, e.g. pay parking;
- (c) social impact on Employees – payable where Employees are impacted by (a) and the work location:
 - (i) has access to limited amenities and is more than 3km from a range of shops and facilities; or
 - (ii) there is an imposition of further travel upon arrival (e.g. provided parking is a distance away from the work site necessitating use of a further mode of transport).

- 5.42 Employees who do not satisfy the ‘lack of Public transport’ component of the allowance will not receive the ‘economic impact’ or ‘social impact’ components of the allowance. To be clear, these Employees will not be paid the work location allowance.
- 5.43 Employees who meet the requirements for the ‘economic impact’ component of the allowance will not receive the ‘social impact’ component of the allowance.
- 5.44 The value of each component of the allowance is as follows.

Component	Commencement (Comm’t)	6 months after Comm’t	12 months after Comm’t	18 months after Comm’t	24 months after Comm’t
	\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Lack of Public transport	936	702	468	234	0
Economic impact	728	546	364	182	0
Social impact	104	78	52	26	0

Workplace responsibility allowance

- 5.45 Subject to clauses 5.46 and 5.47, where the Secretary has designated responsibilities as a:
- (a) First Aid Officer,
 - (b) Health and Safety Representative,
 - (c) Integrity Support Officer,
 - (d) Harassment Contact Officer, or
 - (e) Emergency Control Volunteer,

the Employee will be paid an allowance calculated annually and paid fortnightly, as follows:

\$ per year/ Minimum current qualification	Commencement	12 months from commencement
Level 2 First Aid – Senior First Aid	558	575
Level 3 First Aid or higher qualification	685	706
Other workplace responsibility	346	356

- 5.46** The workplace responsibility allowance will only be paid to Employees:
- (a) where those duties are in addition to the normal duties of the Employee's position; and
 - (b) who have successfully completed a recognised training programme approved by the Secretary.
- 5.47** An Employee undertaking more than one of the above responsibilities will not be paid multiple allowance payments.

Other payments

- 5.48** The Secretary may authorise payments to Employees in recognition of exceptional circumstances experienced or expenses incurred by an Employee in the course of employment.

Part 6. Performance management

Performance Management Framework

- 6.1.** All Employees (other than Casual employees) will participate in the Department's Performance Management Framework (PMF). Further guidance regarding the PMF is set out in the Department's PMF policy.
- 6.2.** All Employees will have a Performance and Development Agreement (PDA) which is to be developed and agreed with their Manager for each performance management cycle. The PDA will among other things set out:
 - (a) the outcomes the Employee is expected to achieve;
 - (b) how the Employee will achieve those outcomes;
 - (c) planned development activities; and
 - (d) the measures against which the Employee's performance will be assessed.
- 6.3.** The scale for rating an Employee's performance under the PMF is:
 - (a) exceeded expectations;
 - (b) met expectations; and
 - (c) did not meet expectations.
- 6.4.** If there is a disagreement over the performance expectations or the performance rating determined by the Employee's Manager, the matter may be referred to a PMF Reviewer. If no PMF reviewer has previously been nominated, the Reviewer will be a person agreed to by both the Employee and their Manager. If agreement on a Reviewer cannot be reached, an independent person will be appointed by the Secretary. Throughout the review process, the Reviewer, the Employee and their Manager will continue to together work constructively towards resolution.

Performance Improvement Process

- 6.5.** Where an Employee's performance (other than a Casual employee or an Employee on probation) is likely to be or has been assessed as 'did not meet expectations', a performance improvement process will be initiated. The aim of the performance improvement process is to assist the Employee achieve the expected standard of performance.
- 6.6.** The performance improvement process must allow for procedural fairness and ensure that the Employee:
 - (a) understands the standard of performance that is expected of them;

- (b) understands the implications of not achieving that standard; and
- (c) is provided with appropriate support and time to improve performance.

6.7. The performance improvement process can commence at any time during the performance management cycle where an Employee's performance is considered as needing improvement. The process involves two steps – the first involving informal discussions and the second, if needed, a formal assessment period.

Step 1 – Initial discussions

6.8. Where a performance improvement process is triggered under clause 6.5, in the first instance discussions involving the Employee and their Manager will occur in an attempt to address the performance issues. Those discussions should be documented and identify any mitigating factors which may be impacting on the Employee's performance, e.g. issues of a personal nature.

6.9. This step will be 4 weeks in duration and may, in exceptional circumstances, be extended by the Secretary.

Step 2 – Assessment period

6.10. The Assessment Period may be initiated by the Secretary where the initial discussions at Step 1 above have not resulted in the Employee's performance returning to the expected standard.

6.11. Where an Assessment Period has been initiated, the Employee will be issued with a formal warning. Further, the Secretary will appoint an assessor who is a senior employee from outside of the Employee's work area to:

- (a) establish a Performance Improvement Plan in consultation with the Employee;
- (b) monitor the Employee's performance; and
- (c) provide the Secretary with a written report at the end of the Assessment Period on whether the Employee attained and sustained an acceptable standard of work performance.

6.12. The Assessment Period will be 8 weeks in duration and may, in exceptional circumstances, be extended by the Secretary.

6.13. If at the end of the Assessment Period the Employee has attained and sustained the expected standard of work performance, no further action will be taken.

6.14. However, if at the end of the Assessment Period the Employee has not attained and sustained the expected standard of work performance, the Secretary will determine what, if any, action should appropriately be taken. The appropriate action may include terminating the Employee's employment.

6.15. Further information is provided in the Department's Managing Underperformance Policy.

Part 7. Consultation

Consultation term

7.1 This Part applies if the Secretary:

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

Major change

7.2 For a major change referred to in clause 7.1(a):

- (a) the Secretary must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 7.3 to 7.9 apply.

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

7.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Secretary of the identity of the representative;

the Secretary must recognise the representative.

7.5 As soon as practicable after making the decision, the Secretary must:

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

(iii) any other matters likely to affect the Employees.

- 7.6** However, the Secretary is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 7.7** The Secretary must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 7.8** If a term in this Determination provides for a major change to production, program, organisation, structure or technology in relation to the Department, the requirements set out in clauses 7.2(a), 7.3 and 7.5 are taken not to apply.
- 7.9** In this term, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Department's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 7.10** For a change referred to in clause 7.1(b):
- (a) the Secretary must notify the relevant Employees of the proposed change; and
 - (b) clauses 7.11 to 7.15 apply.
- 7.11** The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 7.12** If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Secretary of the identity of the representative;
- the Secretary must recognise the representative.
- 7.13** As soon as practicable after proposing to introduce the change, the Secretary must:
- (a) discuss with the relevant Employees the introduction of the change; and

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

7.14 However, the Secretary is not required to disclose confidential or commercially sensitive information to the relevant Employees.

7.15 The Secretary must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

7.16 In this Part, ‘**relevant Employees**’ means the Employees who may be affected by a change referred to in clause 7.1.

National Staff Consultative Forum

7.17 The Secretary will establish a National Staff Consultative Forum (NSCF) comprised of members nominated by the Secretary, elected Employee representatives and representatives nominated by the CPSU and AIMPE.

7.18 The NSCF will operate in accordance with agreed Terms of Reference which can only be amended with the agreement of members of the NSCF. The Terms of Reference will among other things set out the size of and the issues to be discussed by the NSCF. The NSCF will meet no less than twice each calendar year.

Part 8. Redeployment and redundancy

Eligibility

- 8.1** This Part applies to Ongoing employees who are not on probation.
- 8.2** An Employee is excess to the Department's requirements where:
- (a) the Employee is included in a class of Employees, which class comprises a greater number of Employees than is necessary for the efficient and economical working of the Department;
 - (b) the Employee's services cannot be effectively used because of technological or other changes in the work methods of the Department or changes in the nature, extent or organisation of the functions of the Department; or
 - (c) the Employee's duties have been transferred to another Location to which the Employee is not willing to move and the Secretary determines that these provisions will apply to the Employee.

Consultation process

- 8.3** Where the Department intends to declare Employees excess to its requirements, the Secretary will consult with relevant Employees and their representatives, if any, in accordance with Part 7 of this Determination.
- 8.4** Notwithstanding clause 8.3, where 15 or more Employees are to be declared excess, the Department will consult with the relevant trade union(s) consistent with the provisions of Subdivision B of Division 2 of Part 3-6 of the *Fair Work Act 2009*.

Redeployment

- 8.5** The Secretary will take all reasonable steps to redeploy an excess (or potentially excess) Employee to a suitable position within the Department and, if no suitable positions are available, within the wider APS through collaborative arrangements with other agencies.

Voluntary redundancy

- 8.6** The Secretary may invite Employees to express interest in voluntary redundancy. The recipients and procedures for such invitations will be determined by the Secretary on a case-by-case basis.
- 8.7** An Employee will only be made one offer of voluntary redundancy.
- 8.8** An Employee offered voluntary redundancy, in any circumstance, will have one month to consider the offer. Unless the Employee agrees, the Secretary will not issue a notice of termination before the one-month consideration period has passed.
- 8.9** In the month prior to, or following, the offer of voluntary redundancy, an Employee must be given information on the:

- (a) amount of severance pay, pay in lieu of notice and paid up leave credits;
- (b) amount of accumulated superannuation contributions;
- (c) options open to the employee concerning superannuation; and
- (d) taxation rules applying to the various payments.

8.10 The one month consideration period can be reduced by agreement between the Secretary and the Employee where the Employee advises that they have been provided with the advice detailed in the preceding clause. Where the period is reduced, the Employee will be paid for the unexpired period of the consideration period as at the date of termination and a payment in lieu of the relevant period of notice specified in clause 8.12 below.

Financial advice

8.11 Employees who have been made an offer of voluntary redundancy will be provided with assistance in seeking financial advice. Upon production of receipts that services have been provided, the Department will reimburse the Employee for costs associated with consultations with a qualified financial adviser of the Employee's choice up to a maximum of \$640.

Period of notice of termination

8.12 Where an excess Employee's employment is terminated, the period of notice will be 4 weeks. In the case of an Employee over 45 years of age with at least 5 years continuous service the period of notice will be 5 weeks.

8.13 Where the Secretary directs, or the Employee requests, a termination date within the notice period, the Employee's employment will terminate on that date. In these circumstances, the Employee will be paid a payment in lieu of notice for the unexpired portion of the notice period. The payments an Employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employment not been terminated, will be used in calculating any payment in lieu of notice.

Redundancy pay

8.14 Unless the NES provides for a greater entitlement, an excess Employee whose employment is voluntarily terminated will be entitled to a redundancy payment comprising of:

- (a) a sum equal to 2 weeks' salary for each completed year of continuous service; and
- (b) a pro-rata payment for completed months of service since the last completed year of service.

8.15 The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.

- 8.16** The redundancy payment will be calculated on a pro-rata basis for any period where an Employee has worked part-time hours during their period of service and the Employee has less than 24 years of full-time service, subject to any minimum amount the Employee is entitled to under the NES.

Service for redundancy pay purposes

- 8.17** Service for redundancy pay purposes means:

- (a) service in the Department;
- (b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- (c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;
- (d) service in the Australian Defence Forces;
- (e) APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; or
- (f) service in another organisation where:
 - i. an Employee was transferred from the APS to that organisation with a transfer of function, or
 - ii. an Employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS, and
 - iii. such service is recognised for long service leave purposes.

- 8.18** For earlier periods of service to count there must be no breaks between the periods of service, except where:

- (a) the break in service is less than one month and occurs where an offer of employment in relation to the second period of service was made and accepted by the Employee before the first period of service ended (whether or not the 2 periods of service are with the same employer or Agency); or
- (b) the earlier period of service was with the APS and ceased because the Employee was deemed to have resigned from the Department on marriage under the repealed section 49 of the *Public Service Act 1922*.

- 8.19** Any period of service which ceased:

- (a) by way of termination under section 29 of the *Public Service Act 1999*, or
- (b) prior to the commencement of the *Public Service Act 1999* by way of retrenchment, retirement on grounds of invalidity, inefficiency or loss of

qualifications, forfeiture of office, dismissal, termination of probationary appointment for reasons of unsatisfactory service, or

(c) by voluntary retirement at or above the minimum retiring age applicable to the Employee, or

(d) with the payment of an employer-financed retirement benefit,

will not count as service for redundancy pay purposes.

8.20 Absences from work which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

Salary for redundancy pay purposes

8.21 For the purpose of calculating the redundancy payment, salary includes:

(a) the Employee's salary at their classification level; or

(b) the salary at a higher classification level, where the Employee has been working at the higher level on higher duties for a continuous period of at least 12 months immediately preceding the date on which the Employee is given notice of termination; and

(c) the allowances identified as salary for the purposes of redundancy in column 4 of the table at clause 5.2 of this Determination.

Retention periods

8.22 Where an excess Employee has not accepted an offer of voluntary redundancy, the Secretary will not terminate the Employee's employment until the following retention periods have elapsed:

(a) 13 months where an employee has 20 or more years of service or is over 45 years of age; or

(b) 7 months for all other employees.

8.23 If, however, an Employee is entitled to a redundancy payment in accordance with the NES, the relevant retention period specified above 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). For example, an Employee who would otherwise be eligible for a retention period of 7 months and a NES redundancy payment equivalent to 12 weeks' salary, will be offered a retention period of seven months minus 12 weeks.

8.24 This retention period will commence on the earlier of the following:

(a) the day that the Employee is advised in writing by the Secretary that they are an excess Employee; or

- (b) one month after the day on which the Secretary invites the Employee to accept voluntary redundancy

subject to reductions in the length of period to offset redundancy entitlements under the NES, as described in the clause 8.23.

8.25 The retention period will be extended by any periods of certified personal leave taken by the Employee for reasons of personal illness or injury during the retention period. Any such extension will be reduced by an amount equivalent to the NES redundancy entitlement.

8.26 During the retention period, the Secretary:

- (a) will continue to take reasonable steps to find alternative employment for the excess Employee; and
- (b) may, on request, provide assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment; and
- (c) may, with 4 weeks' notice, assign the Employee to duties at a lower classification as a means of securing alternative employment. Where this occurs before the end of an Employee's retention period, the Employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.

8.27 During a retention period an Employee's salary will be:

- (a) the salary at their classification level; or
- (b) the salary at a higher classification level, where the Employee has been working at the higher level on higher duties for a continuous period of at least 12 months immediately preceding the date on which the Employee was notified that they were excess and that acting would have continued but for being declared excess; and
- (c) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

8.28 An excess Employee required to move their household to a new locality because of a reassignment of duties, will be entitled to reasonable expenses subject to negotiation with the Secretary.

8.29 Where there is insufficient productive work available for the excess Employee within the Department during the remainder of the retention period and there are no reasonable redeployment prospects in the APS, the Secretary may:

- (a) with the agreement of the Employee, terminate the employee's employment under section 29 of the *Public Service Act 1999*; and

(b) upon termination, pay the balance of the retention period to the Employee as a lump sum, with any such payment being reduced by an amount equivalent to the Employee's entitlement to redundancy pay under the NES. This payment will be taken to include payment in lieu of notice of termination of employment. An Employee whose employment is terminated in these circumstances will also be entitled to a redundancy payment in accordance with their NES entitlement.

8.30 The Secretary may involuntarily terminate the employment of an excess Employee at the end of the retention period.

8.31 An excess Employee will not have their employment terminated involuntarily if:

(a) they have not been offered voluntary redundancy; or

(b) if they have accepted voluntary redundancy and the Secretary has refused to approve it.

8.32 An excess Employee whose employment is involuntarily terminated will be given notice of termination in accordance with clause 8.12 of this Determination. The specified periods of notice will, as far as practicable, be concurrent with the retention periods specified in clause 8.22 of this Determination.

Part 9. Travel and location based conditions and allowances

Travel during working hours

- 9.1 Wherever practical, domestic business travel should be undertaken within the standard hours of duty or within the flex-time bandwidth where flex-time applies.
- 9.2 Domestic business travel undertaken within the flex-time bandwidth is considered time on duty.
- 9.3 For domestic business travel outside the flex-time bandwidth (or outside ordinary working hours for shift workers or Employees on standard working hours), APS Level 1-6 Employees may claim time off in lieu, at single time, and clause 3.47 does not apply to such travel. When travel is undertaken to escort a client in the Employees' care and control or where the Employee was already working approved overtime when commencing travel to perform duties, then clause 3.47 applies. Time off in lieu may be considered for Executive Level Employees under clause 3.31.
- 9.4 Travel between Papua New Guinea and Thursday Island is considered 'domestic' travel for the purpose of this Determination.

Remote localities

- 9.5 Employees stationed either on an ongoing basis or on a Term transfer or Posting in a Location which is designated a remote locality in accordance with clause 9.6 of this Determination will receive the remote locality conditions set out below (also see clause 9.13 below in respect of remote locality leave fares).

Grade	District Allowance				Additional leave
	On commencement		12 months after commencement		
	Without Dependants \$ per annum	One or more Dependants \$ per annum	Without Dependants \$ per annum	One or more Dependants \$ per annum	
1	1,617	2,714	1,666	2,796	2 days
2	4,274	8,029	4,402	8,270	3 days
3	6,931	10,685	7,139	11,006	5 days
4	8,924	17,328	9,192	17,848	7 days

Determination of localities

- 9.6 The methodology prescribed in clause 12.2 of the *Australian Public Service Enterprise Award 2015* (as varied from time to time) will be used to determine whether a Location attracts the remote locality conditions set out in clause 9.5 above and the level of conditions which apply.

- 9.7 The Secretary may review the grading of remote localities from time-to-time and the remote locality conditions for particular localities may be adjusted accordingly.

District allowance

- 9.8 The applicable district allowance is calculated annually and paid fortnightly. The applicable district allowance ceases to apply on the day the Employee ceases to be stationed at the Location or ceases to be employed by the Department.
- 9.9 An Employee will be entitled to the higher rate of district allowance where:
- (a) a Dependant or Dependents permanently reside with the Employee; and
 - (b) the Dependant or Dependents are totally or substantially dependent on the Employee.
- 9.10 Where partnered Employees are both entitled to the payment of district allowances, they will each receive the district allowance but are not entitled to the higher rate for any Dependents.

Additional leave

- 9.11 The applicable additional leave per year accrues in addition to the annual leave entitlement prescribed in this Determination.
- 9.12 Eligibility for additional leave will not commence until an Employee has more than 30 calendar days service in the remote locality.

Remote locality leave fares

- 9.13 An Employee stationed at a Location which attracts the remote locality conditions set out in clause 9.5 for a Term transfer or Posting of more than one year and 3 months is entitled to one leave fare in respect of each full year of service at that locality, other than the final year of service. The entitlement to leave fares set out below accrues on arrival at the remote locality to which the leave fares assistance applies.

Grade	Leave fares
1	No
2	Yes
3	Yes
4	Yes

- 9.14 The Employee's fare will be for the purposes of leave to travel to the nearest capital city. The nearest capital city is the capital city of the State which is the closest in distance to the Employee's usual place of work. If the Employee is assigned anywhere in the Northern Territory, the nearest Capital City is Adelaide.

9.15 An Employee who is entitled to leave fares assistance is also entitled to leave fares assistance in respect of a Dependant or Dependants where:

- (a) the Dependant or Dependants permanently reside with the Employee; and
- (b) the Dependant or Dependants are totally or substantially dependent on the Employee.

9.16 Leave fares assistance will be provided on the basis of lowest practical airfare of the day, or where travel is by other means, reimbursement of reasonable travel costs up to the value of the equivalent lowest practical airfare of the day.

9.17 The Secretary may authorise travel to a place other than the nearest capital city, provided the Employee pays for any difference in fare.

Transitional arrangements

9.18 Where on commencement of this Determination an Employee was in receipt of remote locality conditions for a Location which is no longer designated a remote locality as a result of the operation of clause 9.6 of this Determination, the level of remote locality conditions being provided to the Employee at the commencement of this Determination will continue to apply but will reduce by 25 per cent each 6 months after commencement of this Determination until such time as the level of remote locality conditions is reduced to zero in respect of those locations which are no longer designated a remote locality.

Domestic travel arrangements

Domestic travel expenses

9.19 The Secretary will meet reasonable costs of fares for Employees required to travel to another Location for work purposes.

9.20 The Secretary will meet reasonable costs of accommodation, meals and incidental expenses for Employees required to travel overnight to another Location for work purposes. Allowances to cover meals and incidental expenses for domestic overnight travel will be set by the applicable Taxation Determination. Where a meal is included in the cost of the accommodation or fare, a meal allowance will not be paid.

9.21 The Secretary may determine a lesser rate of allowance based on a reimbursement of reasonable costs where an Employee will be or is away from their home Location for a period of 21 days or longer.

Part day travel allowance

9.22 Employees who travel for business purposes but are not required to stay overnight will receive part day travel allowance provided the Employee is absent from their home base for 10 hours or more. Part day travel allowance is paid at the rate of \$51 per day and is taxable.

9.23 Part day travel allowance is not payable in circumstances where lunch is provided at no cost to the Employee.

Camping allowance

- 9.24 Where an Employee is required to camp out in the course of the performance of their duties, the Employee will receive a Camping Allowance of \$106 per overnight stay.

Marine accommodation allowance

- 9.25 Employees who do not meet the definition of Sea-going marine employee as defined in clause 10.4 and are accommodated overnight on a Sea-going vessel on a voyage of not less than 24 hours duration, will be entitled to payment of a marine accommodation allowance in accordance with clauses 10.68 and 10.69 of this Determination.

Motor vehicle allowance

- 9.26 Where the Secretary gives approval for an Employee to use their own vehicle in the course of employment, a motor vehicle allowance will be paid in accordance with the 'cents per kilometre' method prescribed by the *Income Tax Assessment Act 1997* (as varied from time to time).
- 9.27 An Employee in receipt of motor vehicle allowance may be reimbursed parking and toll fees incurred while using their own vehicle in the course of employment where the Secretary is satisfied that these costs were reasonably incurred.

Rest periods

- 9.28 If an Employee:
- (a) undertakes a journey in the course of the performance of their duties, and
 - (b) that journey involves continuous travelling time of more than 12 hours,
- the Employee will be entitled to a paid rest period of sufficient duration to enable overnight rest before recommencing duty. A rest period must not be longer than 24 hours.
- 9.29 Where the Employee's journey involves a continuous travelling time of more than 20 hours, the Employee will be entitled to 2 rest periods before recommencing duty. One rest period may be taken partway through the journey, and the remaining rest period may be taken at the end of the journey, or both rest periods may be taken at the end of the journey. In the latter case, the combined rest periods must not be longer than 48 hours.

Domestic relocation expenses

- 9.30 The Department will meet fair and reasonable costs incurred by Employees who relocate from one geographical Location to another in the following circumstances:
- (a) Term transfer;
 - (b) temporary transfer;

- (c) on engagement (e.g. Employees recruited under the Graduate Development Program and the National Indigenous Cadetship Program), promotion or movement to a job with the Department in a different geographical Location from that in which the Employee normally works and/or resides;
- (d) where the transfer is for a temporary period to undertake specific duties due to departmental business priorities; or
- (e) any other circumstance as determined by the Secretary.

9.31 Further information is available in the Department's Domestic Relocation policy.

9.32 Relocations initiated by an Employee for personal or compassionate reasons will generally be at the Employee's own expense.

Temporary relocations

9.33 The Secretary will approve the reimbursement of reasonable excess fares incurred by an Employee while performing duty temporarily at a Location other than their usual place of work when the cost of travelling to and from the temporary Location is greater than the cost of travelling to and from the Employee's usual place of work.

9.34 An Employee will not receive reimbursement for excess fares if they are receiving travel allowance or if they have been advised in writing that they will be permanently relocated to another Location within the city or town where they currently work.

Overseas conditions of service

9.35 Overseas Conditions of Service entitlements, including any overseas travel, are determined by the Secretary from time to time.

Part 10. Conditions specific to marine employees

Application

- 10.1 The working arrangements and conditions in this Part apply to Sea-going marine employees and Temporary sea-going marine employees and displace all other provisions of this Determination to the extent of any inconsistency.

Definitions

- 10.2 **‘Duty day’** is a day on which work is performed and includes, but is not limited to, duty performed on a Sea-going vessel (sea duty), travel days, administrative support days, training days that attract sea-going commuted allowance, shore-based duty and days in port.
- 10.3 **‘Emergency response’** is a situation, in the opinion of the Secretary, that will relate to:
- (a) government humanitarian aid and disaster relief; or
 - (b) an emergency event which may include, but is not limited to, weather conditions, natural disasters, or Sea-going vessel breakdown.
- 10.4 **‘Sea-going marine employee’** means an Employee whose primary role is to perform duty as a member of a crew on a Sea-going vessel, but does not include a Temporary sea-going marine employee
- 10.5 **‘Sea-going vessel’** means any Marine Unit vessel responsible for off shore maritime operations.
- 10.6 **‘Southern Ocean operations’** are operations wholly or predominantly undertaken below latitude 35° S.
- 10.7 **‘Strategic patrol’** means a patrol that is approved as part of a long-term sailing plan.
- 10.8 **‘Strategic response’** is a situation which requires the Secretary to implement an immediate or planned departmental response in order to give effect to Government requirement to maintain a particular maritime posture in response to a heightened risk situation which must be addressed as a matter of priority.
- 10.9 **‘Tactical response’** is a situation which, in the opinion of the Secretary, requires immediate or planned departmental or client agency response to an alleged border incursion or other illegal activity under international or domestic obligations.
- 10.10 **‘Temporary sea-going marine employee’** means an Employee required to perform marine training, marine compliance or humanitarian claims assessments on board a Sea-going vessel at sea.

Working patterns

- 10.11 Sea-going marine employees shall work a roster cycle equating to 195 Duty days each financial year, comprising:

- (a) 190 rostered Duty days, and
- (b) 5 administrative support days (50 hours) in recognition of administrative duties required to be performed but cannot be undertaken whilst at sea. Administrative support days will be taken at the discretion of the Sea-going marine employee, having regard to the nature of administrative duties and relevant due dates.

10.12 Working patterns for Strategic patrols will normally be in periods of:

- (a) 22 days rostered on and 20 days off for duty on Bay Class and Torres Strait vessels,
- (b) 28 days rostered on and 28 days rostered off on Cape Class and Thaiyak vessels,
- (c) 29 days rostered on and 27 days off on other Sea-going vessels,
- (d) 42 days rostered on and 42 days off for Southern Ocean operations.

10.13 Where ABFC Ocean Shield (or other similar large hulled vessels designated by the Secretary for the purposes of this clause) are deployed to remote or overseas locations, a roster of 31 days on and 27 days off may apply in order to afford travel to and from the vessel for a 27 day patrol.

10.14 Where a Sea-going marine employee is unable to join a Sea-going vessel prior to departure due to extenuating circumstances, the Secretary may require the Employee to:

- (a) join the vessel at its next port of call; or
- (b) be deployed as part of the crew on another vessel; or
- (c) be deployed to other duty at a departmental workplace.

10.15 The Secretary may roster a Sea-going marine employee for more than 195 days in a financial year where, in the Secretary's opinion, operational requirements require the Employee to work more than 195 days in that financial year.

10.16 When a Sea-going marine employee is required to attend court hearings in relation to operational activities, this day will be counted as a Duty day.

Hours of duty

10.17 For the purposes of sea duty, Sea-going marine employees shall work such hours as may be necessary for the efficient and safe operations and maintenance of the vessel.

10.18 Sea-going marine employees will be required to perform work in a scheduled rest period for the duration of a Tactical response or Emergency response. Work in a scheduled rest period will be allocated taking into account the management of crew fatigue.

10.19 For the purpose of leave and shore-based duty, a day shall be regarded as 10 hours.

Notice periods

- 10.20** The Secretary will, so far as is possible, notify Sea-going marine employees of their rostered Duty days for Strategic patrols 3 months in advance.
- 10.21** Sea-going marine employees will not be required to work on a Strategic patrol on a rostered day off unless:
- (a) 7 days' notice prior to that duty has been given; or
 - (b) the Secretary obtains the prior agreement of the Sea-going marine employee.
- 10.22** Where an Employee is rostered for duty on a Strategic patrol and an extension to the Employee's roster is necessary to ensure the Employee's 195 duty day count is met, a variation may be made to the Employee's roster following consultation with the affected Employee and subject to 56 days' notice being provided prior to the commencement of that period of rostered duty.

Rest periods

- 10.23** At the end of a period of rostered duty, Employees will normally be provided with at least one rostered day off for each 2 days rostered on. Employees may agree to a rest period of a lesser duration with any such agreement to be in writing.
- 10.24** Where a return to rostered duty is required for reasons other than a Tactical response, Emergency response or Strategic response, the minimum rest period is:
- (a) 5 days for Bay Class and Torres Strait vessels,
 - (b) 6 days for Cape Class, Thaiyak and any other Sea-going vessel, and
 - (c) 10 days for Southern Ocean operations.
- 10.25** Subject to operational requirements, rostered days off will normally be provided at the Sea-going marine employee's home Location.
- 10.26** Where a Sea-going marine employee is required to undertake duties or training at a location other than their home Location, the Employee's rostered days off may, with the written agreement of the Employee, be provided in that Location. The Secretary will provide accommodation and allowances in accordance with clause 9.20 of this Determination.

Tactical response, Emergency response or Strategic response

- 10.27** In order to meet a Tactical response, Emergency response or Strategic response, Sea-going marine employees may be required to:
- (a) immediately return to duty (without 7 days' notice); and/or
 - (b) perform in excess of the number of days normally rostered for the vessel.

- 10.28** Any additional Duty days worked to meet a Tactical response, Emergency response, or Strategic response will accrue as days off to be taken during the next cycle or at a mutually agreed time.
- 10.29** Notwithstanding the provisions of this clause, Sea-going marine employees will not be required to perform more than:
- (a) 30 days of consecutive duty on a Bay Class and Torres Strait vessel;
 - (b) 36 days of consecutive duty on Cape Class, Thaiyak and any other Sea-going vessel; and
 - (c) 55 days of consecutive duty on Southern Ocean operations.

Planned leave

- 10.30** Subject to operational requirements, the Secretary may grant Sea-going marine employees planned leave as follows:
- (a) when rostered on a Bay Class or Torres Strait vessel: 62 days leave for 22 consecutive days of annual leave (representing 20 days off after a patrol, 22 days consecutive annual leave, and 20 days off after the following patrol), or
 - (b) when rostered on other Sea-going vessels (except Southern Ocean operations vessels): 83 days leave for 29 consecutive days (representing 27 days off after a patrol, 29 days consecutive annual leave, and 27 days off after the following patrol).

Weekend work

- 10.31** Sea-going marine employees will not be required to work in excess of 26 Saturdays and 26 Sundays in a 195 day roster cycle.
- 10.32** Any additional Saturday or Sunday worked:
- (a) must be with the Sea-going marine employee's consent; and
 - (b) attract a penalty of 200 per cent (double time) applied to the Sea-going marine employee's base salary.

Additional annual leave for Sunday duty

- 10.33** Sea-going marine employees, who receive the sea-going commuted allowance for more than 26 weeks in a calendar year, will receive one week of additional annual leave per year in recognition of Sunday duty in accordance with clause 4.12 of this Determination.
- 10.34** Sea-going marine employees receiving the sea-going commuted allowance for less than 26 weeks will accrue additional annual leave for Sunday duty on a pro-rata basis in accordance with clauses 4.13 to 4.15 of this Determination.

Extra duty reconciliation payment

10.35 Where a Sea-going marine employee performs duty in excess of the 195 day quota in a financial year, overtime for each additional Duty day will be paid as a lump sum at the end of the financial year according to the following formula:

$$[(\text{base hourly rate of salary} \times 200 \text{ per cent}) + (\text{base hourly rate} \times \% \text{ rate of sea-going commuted marine allowance})] \times 10$$

10.36 Extra duty reconciliation payments:

- (a) will be paid on a pro-rata basis at the point the Employee ceases to be a Sea-going marine employee, or at cessation of employment with the Department; and
- (b) will be calculated inclusive of sea-going commuted marine allowance but exclusive of any other allowance or penalty payment.

Time off in lieu

10.37 A Sea-going marine employee may agree to be granted time off in lieu of payment for overtime under this clause. Time off in lieu will be granted on:

- (a) an hour for hour basis with an entitlement to a residual payment; or
- (b) on a penalty time basis taking into account the relevant rate of penalty.

Overtime on rostered days off outside Marine Unit operations

10.38 The Secretary may direct a Sea-going marine employee to perform overtime on a rostered day off for duty outside normal Marine Unit operations. Where directed, the overtime provisions of this Determination will apply.

10.39 Where the Employee is restricted on a day exceeding the 195 day quota in a financial year, restriction allowance in accordance with clause 5.26 of this Determination will be paid.

Domiciling

10.40 The Secretary will determine the home Location for Sea-going marine employees according to operational requirements, and where possible, will take account of Employees' personal circumstances.

10.41 For the purposes of rostered duty, time will commence when the Sea-going marine employee departs their home Location for duty.

10.42 Where a Sea-going marine employee is required to attend a place of work other than in the Employee's home Location, or is required to travel to a vessel located in the Employee's home Location which is scheduled for deployment, the Department will meet the cost of a one-way trip to a maximum value of \$135.25 (this amount is fixed for the duration of this Determination).

Sea-going commuted allowance

- 10.43** Sea-going marine employees will receive a sea-going commuted allowance. This allowance is paid in recognition of:
- (a) the special duties performed by the Marine Unit; and
 - (b) the unique flexibilities and sometimes difficult working conditions associated with the nature of Marine Unit operations.
- 10.44** The allowance is paid in lieu of any overtime, flex-time, time off in lieu, restricted duty, other non-salary time related payments (e.g. shift penalties) contained in this Determination that would otherwise apply.
- 10.45** The sea-going commuted allowance will only be payable if a Sea-going marine employee maintains mandatory qualifications and required competencies, including medical and fitness requirements, Use of Force permit (if applicable) and security clearance. Failure to maintain such standards may result in the cessation of the sea-going commuted allowance.
- 10.46** The allowance is payable for up to 195 Duty days per financial year and is payable for:
- (a) periods of work performing marine related duties;
 - (b) Employee-initiated training courses for a single continuous period not exceeding 28 calendar days;
 - (c) management-initiated training courses;
 - (d) annual leave utilised during periods of service as a Sea-going marine employee which includes periods of annual leave taken at the completion of Marine Unit approved training;
 - (e) paid leave provided in accordance with the *Defence Reserve Service (Protection) Act 2001*; and
 - (f) all other forms of paid leave up to a maximum of 18 days in any one financial year.
- 10.47** The sea-going commuted allowance will count as an allowance for superannuation purposes where it is received on a regular basis, i.e. for a continuous period of 12 months and one day or where it has been certified by the Secretary that the allowance is likely to be received continuously for at least 12 months.

Rate of sea-going commuted allowance payable

- 10.48** The rate of sea-going commuted allowance will be:
- (a) for Sea-going marine employees normally assigned to a Bay Class or Torres Strait vessel – 60 per cent of the Employee’s annual salary,
 - (b) for Sea-going marine employees normally assigned to Cape Class and Thaiyak vessels – 63 per cent of the Employee’s annual salary,

- (c) for Sea-going marine employees normally assigned to another vessel involving at least 28 days of continuous duty rostered on – 62 per cent of the Employee's annual salary.

10.49 The sea-going commuted allowance will be paid each fortnight in accordance with the following formula:

$$\frac{\text{Commuted allowance \%} \times \text{Base Salary} \times 12}{313}$$

313

Pro rata payments

10.50 Where unpaid leave or more than 180 hours of paid leave (other than annual leave or paid leave provided in accordance with the *Defence Reserve Service (Protection) Act 2001*) is taken in a financial year, the sea-going commuted allowance will be deducted based on the number of rostered hours of duty on each day of leave in accordance with the following formula:

$$\frac{\text{Fortnightly rate of allowance} \times \text{Number of hours of leave}}{75}$$

75

Temporary sea-going marine employees

10.51 For the purposes of sea duty, a Duty day in relation to Temporary sea-going marine employees will be 10 hours.

10.52 Where a Temporary sea-going marine employee is not required to perform sea duty, the Employee's daily ordinary hours of work are 7 hours and 30 minutes.

10.53 For the purposes of leave accrual, a day shall be regarded as 7 hours and 30 minutes.

10.54 Temporary sea-going marine employees who perform sea duty in excess of the Employee's normal fortnightly hours of duty will be provided time off in lieu. Time off in lieu may be taken at the end of each period of sea duty or at a mutually agreed time.

10.55 Temporary sea-going marine employees will receive a sea-going commuted allowance calculated on a pro-rata basis for each day of sea duty in accordance with the following formula:

$$\frac{\text{Base Salary} \times 60\%}{177}$$

177

10.56 The sea-going commuted allowance shall not count as salary for superannuation purposes for Temporary sea-going marine employees.

10.57 Marine accommodation allowance shall be paid to Temporary sea-going marine employees for each night accommodated on board a Sea-going vessel provided that the period accommodated on board the vessel is not less than 24 hours, irrespective of whether the vessel is in the Employee's home Location or not.

- 10.58** Temporary sea-going marine employees will receive up to one week of additional annual leave per year in recognition of Sunday duty on a pro-rata basis in accordance with clauses 4.13 to 4.15 of this Determination.

Marine training

Management-initiated training

- 10.59** Marine Unit approved training courses are management-initiated where the Secretary determines that training is required for the Sea-going marine employee to meet regulatory or operational needs directly related to their role.

Employee-initiated training

- 10.60** Sea-going marine employees who attend Employee-initiated Marine Unit approved training courses that:

- (a) span a single continuous period exceeding 28 calendar days in duration, and
- (b) are not at the direction of the Secretary but at the request of the Sea-going marine employee, and
- (c) are approved by the Secretary,

will be entitled to:

- (d) receive a marine training allowance, and
- (e) have course fees paid by the Department.

- 10.61** Any expenses incurred beyond course fees will be borne by the Sea-going marine employee.

- 10.62** The marine training allowance will be calculated annually and paid fortnightly for the duration of the training in accordance with the following formula:

$$\frac{30\% \times \text{Base Salary} \times 12}{313}$$

313

- 10.63** The marine training allowance will be payable from the first day of rostered duty until the last day of rostered duty during the specified training course period.

- 10.64** Training days that attract a marine training allowance are not regarded as Duty days and are not included in the 195-day quota.

- 10.65** All allowances and penalties in this Determination (including but not limited to the sea-going commuted allowance, overtime, shift penalty, and payments for restricted duty or extra duty) do not apply whilst a Sea-going marine employee is undertaking Employee-initiated training and in receipt of the marine training allowance.

Marine Unit Engineer and Deck Officer Cadet Program

10.66 Participants in the Engineer Cadet or Deck Officer Cadet program will be remunerated in accordance with the APS Graduate classification.

Marine accommodation allowance

10.67 For each night accommodated on board a Sea-going vessel, Employees will receive marine accommodation allowance provided that the period accommodated on board the vessel is not less than 24 hours. For the purpose of this clause, a night shall be regarded as a period extending beyond midnight on any one day.

10.68 Marine accommodation allowance is payable in recognition of the level of amenity provided on Sea-going vessels.

Rate \$ per night	Commencement	12 months from commencement
Category A	\$57.89	\$59.63
Category B	\$37.26	\$38.38
Category C	\$18.72	\$19.28

10.69 At the commencement of this Determination:

- (a) Bay Class and Torres Strait vessels will attract the Category A rate,
- (b) Cape Class and Thaiyak vessels will attract the Category B rate, and
- (c) The Ocean Shield will attract the Category C rate.

10.70 Sea-going marine employees who on 23 December 2011 were in receipt of marine accommodation allowance will be paid the Category A rate. This 'grandfathered arrangement' will terminate when an Employee ceases to be a Sea-going marine employee.

10.71 Where the Secretary determines that there has been a significant and ongoing change to the levels of amenity on a Sea-going vessel, a review of the category of marine accommodation allowance applicable to that vessel will be undertaken and may change as a result of that review.

10.72 Where other Sea-going vessels are utilised by the Department, the category of marine accommodation allowance will be determined by the Secretary.

10.73 Where more than 12 people are accommodated overnight on board a Bay Class vessel, a 50 per cent increase to marine accommodation allowance applies.

Operational safety trainer allowance

10.74 Crew members who are trained and operate as operational safety trainers (OST) will receive an allowance calculated annually and paid fortnightly, as follows:

Rate	Commencement	12 months from commencement
\$ per annum	647.05	666.46

Southern Ocean operations allowance

10.75 An allowance may be payable for Southern Ocean operations, depending on the deployment locality of the vessel and the work performed by the Sea-going marine employee on board the vessel, as determined by the Secretary, as follows:

Rate \$ per day	Commencement	12 months from commencement
Sea-going vessel	\$195.12	\$200.97
Foreign vessel when undertaking boarding activity	\$195.12	\$200.97
Foreign vessel	\$129.71	\$133.60

Part 11. Conditions specific to designated National Surveillance Unit Employees

Application

11.1 The working arrangements and conditions in this Part apply to designated National Surveillance Unit (NSU) Employees and displace all other provisions of this Determination to the extent of any inconsistency.

Flexible working pattern

11.2 Designated NSU Employees will work a flexible working pattern to meet the requirements of the NSU. Days and times of work will be determined by the Secretary to meet operational requirements on the basis that each designated NSU Employee will be required to work:

- (a) up to 184 hours of duty over a designated 4 week cycle;
- (b) up to 16 hours within a 24 hour period; and
- (c) up to 64 hours within a 7 day period.

11.3 Designated NSU Employees will not be required to work more than 184 hours within the 4 week cycle.

Composite surveillance allowance

11.4 Designated NSU Employees will be eligible to receive the composite surveillance allowance. This allowance is paid in recognition of:

- (a) the special duties performed by the NSU; and
- (b) the unique flexibilities and sometimes difficult working conditions associated with the nature of covert surveillance operations.

11.5 The allowance is paid in lieu of any overtime, flex-time, time off in lieu or other non-salary time related payments (e.g. shift penalties) contained in this Determination that would otherwise apply.

11.6 The composite surveillance allowance will be calculated as 50 per cent of the Employee's annual salary for all duty performed in a designated NSU position. The composite surveillance allowance is payable to NSU Employees during:

- (a) annual leave utilised during periods of service as a NSU Employee;
- (b) paid leave provided in accordance with the *Defence Reserve Service (Protection) Act 2001*; and
- (c) all other forms of leave up to a maximum of 10 days in any one financial year.

11.7 Designated NSU Employees performing surveillance duties within the team on a temporary basis will be paid the allowance on a pro-rata basis based on the hours of duty performed.

- 11.8** The composite surveillance allowance will count as salary for superannuation purposes where it is received on a regular basis, i.e. for a continuous period of more than 12 months or where it has been certified by the Secretary that the allowance is likely to be received continuously for at least 12 months. The surveillance allowance will not count as salary for any other purpose.

On call allowance

- 11.9** Where a designated NSU Employee is directed to be on call, the Employee will receive an on call allowance of \$20.80 for each 24 hour period, or part thereof, whilst on call.
- 11.10** This allowance is paid in lieu of any restriction allowance that would otherwise apply.

Additional annual leave for Sunday duty

- 11.11** Designated NSU Employees will receive up to one week of additional annual leave per year in recognition of Sunday duty in accordance with the annual leave provisions (clauses 4.12 to 4.15 of this Determination).

Part 12. Dispute resolution

- 12.1** If a dispute arises:
- (a) about any matters arising under this Determination, or
 - (b) in relation to the NES,
- this Part sets out procedures to settle the dispute.
- 12.2** A party to a dispute may appoint another person, organisation or association, including an Employee representative, to accompany and/or represent them for the purposes of this Part.
- 12.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees concerned and the relevant Manager.
- 12.4** If discussions in clause 12.3 do not resolve the dispute, then the dispute must be referred to senior management for the purposes of further discussions to try to resolve the dispute.
- 12.5** If:
- (a) all appropriate steps able to be taken under clauses 12.3 and 12.4 have been taken, and
 - (b) the dispute is not resolved,
- a party to the dispute may refer the dispute to the Fair Work Commission.
- 12.6** The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) if the parties consent, arbitrate the dispute, and
 - (ii) make a determination that is binding on the parties.
- 12.7** If the parties consent to arbitration, then the Fair Work Commission may use the powers that are available to it under the *Fair Work Act 2009*.
- 12.8** A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5-1 of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.
- 12.9** The parties agree to be bound by a determination made by the Fair Work Commission (including any appeal).

Status quo

12.10 While the parties are trying to resolve the dispute using the procedures in this Part:

- (a) an Employee must continue to perform his or her work in accordance with the reasonable direction of their Manager (without prejudice to the final outcome of the dispute); and
- (b) if the Employee has a reasonable concern about an imminent risk to his or her health and safety, the Secretary may direct an Employee to perform other available work at the same workplace, or at another workplace, in order to ameliorate that concern.

Other matters

12.11 Solely for the avoidance of doubt, this Part does not apply to the following matters:

- (a) termination of, or a decision to terminate, employment;
- (b) whether or not the Secretary has reasonable business grounds for refusing a request for flexible working arrangements under section 65 of the *Fair Work Act 2009*; and
- (c) whether or not the Secretary has reasonable business grounds for refusing to extend unpaid leave beyond 52 weeks under section 76 of the *Fair Work Act 2009*.

Attachment A – Definitions

- A.1** ‘**Adoption**’ means to take on the legal responsibilities as a parent of a child that is not the Employee’s biological child. To qualify for adoption leave the child must be under 16 years of age and must not have lived continuously with the Employee for a period of 6 months or more on the day of placement, and is not a child of the Employee’s Partner.
- A.2** ‘**Agency, APS agency or Commonwealth agency**’ means an agency as defined in section 7 of the *Public Service Act 1999*.
- A.3** ‘**APS**’ means the Australian Public Service.
- A.4** ‘**ABF**’ means the Australian Border Force.
- A.5** ‘**Casual employee**’ means a Non-ongoing employee engaged for duties that are irregular or intermittent.
- A.6** ‘**De facto partner**’ means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (irrespective of gender).
- A.7** ‘**Department**’ means the Department of Home Affairs.
- A.8** ‘**Dependant**’ means the Employee’s spouse or De facto partner, a child, parent or aged relative of the Employee or the Employee’s spouse or De facto partner, who ordinarily lives with the Employee and who is totally or substantially dependent on the employee. Dependant can also include a child of the Employee who does not ordinarily live with the Employee but for whom the Employee provides substantial financial support.
- A.9** ‘**Deployment**’ means a movement undertaken for a temporary period (usually 12 months or less) to undertake specific duties in another Location from where the Employee resides.
- A.10** ‘**Determination**’ means this *Department of Home Affairs Workplace Determination 2019*.
- A.11** ‘**Employee**’ means an Ongoing employee or a Non-ongoing employee engaged under the *Public Service Act 1999*.
- A.12** ‘**Expense-related allowance**’ means each of the following allowances:
- (a) overtime meal allowance (clause 3.55)
 - (b) school holiday assistance (clause 5.29), or
 - (c) motor vehicle allowance (clause 9.26).
- A.13** ‘**Executive Level Employee**’ shall include, for the purposes of conferring entitlements under this Determination, Employees engaged in Medical Officer, Senior Legal Officer, Principal Legal Officer, Public Affairs Officer 3 and Senior Public Affairs Officer B and A positions.

- A.14** **‘Family or household’** means :
- (a) a former or current Partner, child, parent, grand-parent, grand-child or sibling of the Employee; or
 - (b) a child, parent, grand-parent, grand-child or sibling of a former or current Partner of the Employee; or
 - (c) a person for whom the employee has a caring responsibility through a relationship or obligation under the customs and traditions of the community or group to which the Employee belongs; or
 - (d) any person dependent on the Employee for care and support.
- A.15** **‘Full-time employee’** means an Employee working a standard working week of 37 hours and 30 minutes or average thereof.
- A.16** **‘Location’** or **‘Locality’** means a zone that encompasses all Department of Home Affairs installations in the geographical location where the Employee normally works. For the purposes of this Determination each capital city will be considered one discrete locality.
- A.17** **‘Manager’** means a supervisor, section head or team leader. For delegation and SAP HR workflow requirements, Managers are defined as Employees at or above the APS Level 6 classification (in some cases, Employees at the APS Level 4/APS Level 5 will have delegations due to supervisory responsibilities).
- A.18** **‘NES’** means the National Employment Standards at Part 2-2 of the *Fair Work Act 2009*.
- A.19** **‘Non-ongoing employee’** means a non-ongoing employee as defined in section 7 of the *Public Service Act 1999*.
- A.20** **‘Ongoing employee’** means an ongoing employee as defined in section 7 of the *Public Service Act 1999*.
- A.21** **‘Parliamentary Service’** means employment under the *Parliamentary Service Act 1999*.
- A.22** **‘Partner’** of an Employee is a spouse or De facto partner of the Employee.
- A.23** **‘Part-time employee’** means an Employee employed for less than a standard working week of 37 hours 30 minutes (or 75 hours per fortnight) or average thereof.
- A.24** **‘Permanent assignment’** means the Location at which an Employee resides to perform duties for the Department either for an undefined period or for more than three years. It does not include Employees on Temporary assignment, Deployment, Term transfer or Posting to a locality.
- A.25** **‘Permanent transfer’** means a permanent move to another location from where an Employee resides, through promotion or transfer at level.
- A.26** **‘Posting’** means a movement undertaken by a Border Force Officer for a fixed period (usually three years).

- A.27** ‘**Secretary**’ means the Secretary of the Department of Home Affairs or the person authorised by the Secretary as his/her delegate.
- A.28** ‘**Sworn ABF position**’ means a position occupied by an ABF employee who has made and subscribed an oath or affirmation under section 24 of the *Australian Border Force Act 2015* (Cth).
- A.29** ‘**Temporary assignment**’ means a movement undertaken by an Employee for a temporary period (usually 12 months or less) to undertake specific duties in another Location from where the Employee resides.
- A.30** ‘**Term transfer**’ means a movement undertaken by an Employee for a fixed period (usually 12 months or more) in another Location from where the Employee resides.
- A.31** ‘**Unpaid leave**’ means approved leave for which the Employee does not receive salary payments including unpaid personal leave, unpaid maternity leave, purchased leave and miscellaneous leave without pay.

Attachment B – Classification level and salary range

General salary table

For Employees other than Legal Officers, Public Affairs Officers, Medical Officers and Employees in training classifications

APS Classification level	Determined annual salary range		On commencement (includes 4% increase)	12 months from commencement (3%)
APS Level 1	Min	\$42,419	\$44,116	\$45,439
	Max	\$47,004	\$48,884	\$50,351
APS Level 2	Min	\$47,424	\$49,321	\$50,801
	Max	\$53,353	\$55,487	\$57,152
APS Level 3	Min	\$53,937	\$56,094	\$57,777
	Max	\$61,970	\$64,449	\$66,382
APS Level 4	Min	\$62,027	\$64,508	\$66,443
	Max	\$66,904	\$69,580	\$71,667
APS Level 5	Min	\$67,638	\$70,344	\$72,454
	Max	\$72,856	\$75,770	\$78,043
APS Level 6	Min	\$73,469	\$76,408	\$78,700
	Max	\$86,923	\$90,400	\$93,112
Executive Level 1	Min	\$92,801	\$96,513	\$99,408
	Max	\$108,833	\$113,186	\$116,582
Executive Level 2	Min	\$109,959	\$114,357	\$117,788
	Max	\$143,092	\$148,816	\$153,280

Legal Officers

Local Title/APS broadband classification	Determined annual salary/salary points		On commencement (includes 4% increase)	12 months from commencement (3%)
Legal Officer	APS 4	\$66,283	\$68,934	\$71,002
	APS 5	\$72,022	\$74,903	\$77,150
	APS 6	\$74,321	\$77,294	\$79,613
		\$78,054	\$81,176	\$83,611
		\$86,923	\$90,400	\$93,112
Senior Legal Officer	EL 1	\$98,564	\$102,507	\$105,582
		\$106,945	\$111,223	\$114,560
		\$118,000	\$122,720	\$126,402
Principal Legal Officer	EL 2	\$127,452	\$132,550	\$136,527
		\$135,272	\$140,683	\$144,903
		\$143,092	\$148,816	\$153,280

Public Affairs Officers

Local Title/APS broadband classification	Determined annual salary/salary points		On commencement (includes 4% increase)	12 months from commencement (3%)
Public Affairs Officer 1	APS 4	\$62,027	\$64,508	\$66,443
		\$66,736	\$69,405	\$71,487
	APS 5	\$67,638	\$70,344	\$72,454
		\$72,856	\$75,770	\$78,043
Public Affairs Officer 2	APS 6	\$76,188	\$79,236	\$81,613
		\$78,054	\$81,176	\$83,611
		\$80,442	\$83,660	\$86,170
		\$87,806	\$91,318	\$94,058
Public Affairs Officer 3	EL1	\$104,800	\$108,992	\$112,262
		\$106,945	\$111,223	\$115,560
		\$115,836	\$120,469	\$124,083
Senior Public Affairs Officer B	EL 2	\$114,697	\$119,285	\$122,864
		\$124,463	\$129,442	\$133,325
Senior Public Affairs Officer A	EL2	\$121,022	\$125,863	\$129,639
		\$132,057	\$137,339	\$141,459
		\$143,092	\$148,816	\$153,280

Medical Officers

Classification level	Determined annual salary/salary points	On commencement (includes 4% increase)	12 months from commencement (3%)
Medical Officer Class 2	\$116,580	\$121,243	\$124,880
	\$127,121	\$132,206	\$136,172
Medical Officer Class 3	\$130,311	\$135,523	\$139,589
	\$141,226	\$146,875	\$151,281
Medical Officer Class 4	\$147,664	\$153,571	\$158,178
	\$150,449	\$156,467	\$161,161
	\$161,970	\$168,449	\$173,502

Training Classifications

APS classification level	Determined annual salary/salary points		On commencement (includes 4% increase)	12 months from commencement (3%)
Trainee APS (Technical)	Min	\$42,419	\$44,116	\$45,439
	Max	\$47,004	\$48,844	\$50,351
Graduate APS	Min	\$53,937	\$56,094	\$57,777
	Max	\$61,970	\$64,449	\$66,382