



Australian Government

Australian Financial Security Authority

AFSA EA 2015: OUR ENTERPRISE AGREEMENT



Australian Financial Security Authority Enterprise Agreement 2015

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PART A: SCOPE OF THE AGREEMENT

1. Title

- 1.1 This enterprise agreement shall be known as the 'Australian Financial Security Authority Enterprise Agreement 2015'.

2. Application and Coverage

- 2.1 This enterprise agreement (Agreement) is made under section 172 of the *Fair Work Act 2009*. This Agreement covers:

- The Chief Executive of the Australian Financial Security Authority on behalf of the Commonwealth of Australia; and
- Employees in the Australian Financial Security Authority, other than Senior Executive Service employees (as defined in the *Public Service Act 1999*).

3. Operation and Duration

- 3.1 This Agreement shall come into operation seven days after the date on which it is approved by the Fair Work Commission, and shall nominally expire three years after date of commencement.

4. Effect on Pre-existing Arrangements

- 4.1 This Agreement states the terms and conditions of employment of the employees covered by this Agreement, other than the terms and conditions that apply under Commonwealth law.

- 4.2 Without incorporation of the terms of any legislation into this Agreement, it is acknowledged that the employment of employees covered by this Agreement is subject to various Acts (and regulations or instruments made under those Acts), including:

- *Fair Work Act 2009*;
- *Public Service Act 1999*
- *Long Service Leave (Commonwealth Employees) Act 1976*;
- *Maternity Leave (Commonwealth Employees) Act 1973*;
- *Superannuation Act 1976*;
- *Superannuation Act 1990*;
- *Superannuation Act 2005*;
- *Superannuation Guarantee (Administration) Act 1992*;
- *Safety Rehabilitation and Compensation Act 1988*; and
- *Occupational Health and Safety (Commonwealth Employment) Act 1991*.

5. Delegations

- 5.1 The Chief Executive may delegate to or authorise a person to perform any of the Chief Executive's functions under this Agreement.

6. Policies

- 6.1 Although various employment policies, advices and guidelines (as varied from time to time) are referred to within this Agreement and support the operation of this Agreement, these do not form part of the Agreement. If there is any conflict between the policies, advices or guidelines and the Agreement, the express terms of the Agreement prevail.

- 6.2 AFSA and its employees agree that such advices, policies and guidelines will be available to all employees and will be updated as necessary following reasonable consultation.

7. Individual Flexibility Arrangement

7.1 The Chief Executive and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- the arrangement deals with one or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - remuneration; and/or
 - leave; and
- the arrangement meets the genuine needs of AFSA and employee in relation to one or more of the matters mentioned in the dot points above; and
- the arrangement is genuinely agreed to by the Chief Executive and employee.

7.2 The Chief Executive must ensure that the terms of the individual flexibility arrangement:

- are about permitted matters under section 172 of the *Fair Work Act 2009*;
- are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- result in the employee being better off overall than the employee would be if no arrangement was made.

7.3 The Chief Executive must ensure that the individual flexibility arrangement:

- is in writing;
- includes the name of the employer and employee;
- is signed by the Chief Executive and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

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

7.5 The Chief Executive or employee may terminate the individual flexibility arrangement:

- by giving no more than 28 days written notice to the other party to the arrangement; or
- if the Chief Executive and employee agree in writing - at any time.

8. Resolution of Agreement Disputes

8.1 If a dispute relates to:

- a matter arising under the agreement; or
- the National Employment Standards;

this term sets out procedures to settle the dispute.

8.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

- 8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 8.5 The Fair Work Commission may deal with the dispute in two stages:
- the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties.
- 8.6 If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 8.7 While the parties are trying to resolve the dispute using the procedures in this term:
- an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable occupational health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.
- 8.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

PART B: CLASSIFICATION AND REMUNERATION

9. Classification Structure

- 9.1 AFSA will maintain the authorised APS classification structure outlined at [Attachment 1](#).

10. Pay Point Progression

- 10.1 All substantive pay point progression is to occur on 1 October every year, for an employee who is below the maximum pay point of their classification level, subject to the employee's performance meeting the agreed work requirements to receive a performance review rating of at least "Fully Effective performance" (or equivalent review rating) under the AFSA Performance Management Framework (PMF). See definitions in PMF for rating scale.
- 10.2 Employees who start prior to 1 April in any year will be eligible for substantive pay point progression in the same year.

11. Transitional Arrangements

- 11.1 For an employee who is below the maximum pay point of their classification level, they will continue to receive a substantive pay point progression on their anniversary date, subject to the employee having received a performance review rating (see definitions for rating scale) under the AFSA Performance Management Framework (PMF) of "Fully Effective performance" or higher, until 1 October 2016.

- 11.2 Employees who receive an anniversary date substantive pay point progression from 1 July 2016 to 30 September 2016, will not be eligible for a pay point progression, under sub-clause 10.1, on 1 October 2016. Employees subject to this sub-clause will be next eligible for a pay point progression on 1 October 2017.

12. Graduates

- 12.1 AFSA maintains a broad banded APS 3/4 classification structure for graduates (see [Attachment 1](#)). An employee engaged under the AFSA Graduate Program will commence at the APS3 level and be eligible to progress to an APS4 classification subject to:
- successful program completion,
 - having received a performance review under the PMF of “Fully Effective performance” or higher; and
 - work availability.

13. Remuneration Increases

- 13.1 In recognition of the agreement to work cooperatively to implement and achieve improved productivity, all employees will receive a salary increase of:
- 3.0% from the date of commencement of this Agreement;
 - 2.0% 12 months after commencement; and
 - 1.0% 24 months after commencement.

- 13.2 Salary rates in accordance with this clause are outlined at [Attachment 1](#).

14. Method of Salary Payment

- 14.1 Unless otherwise agreed between the Chief Executive and the majority of employees, employees will be paid fortnightly in arrears by electronic funds transfer into a nominated account with a financial institution of their choice. Subject to AFSA’s agreement, there will be scope for deductions to be made at an employee’s request prior to their fortnightly salary being transferred into their nominated account. Approval may be granted for the pre-payment of salary in exceptional circumstances, and will be determined on a case by case basis.

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

$$\text{Fortnightly pay} = \frac{\text{Annual Salary} \times 12}{313}$$

15. Salary on Commencement, Promotion, Reassignment or Movement from another APS Agency

- 15.1 Where an employee either commences in AFSA, or is promoted or temporarily assigned to a position of a higher classification level, subject to sub-clauses 15.2 to 15.4, salary will be payable at the minimum point of the salary range applicable to the classification level.
- 15.2 For APS employees, salary on promotion or reassignment will not be less than the substantive salary that they were receiving at their previous APS agency, provided it does not exceed the maximum salary point of classification level of the position they are moving to.
- 15.3 An ongoing APS employee moving to AFSA whose substantive salary in their previous APS agency (current salary) exceeds the current rate the employee would otherwise be entitled to under this Agreement, will be maintained on their current salary until such time as their salary is absorbed by AFSA pay increases.
- 15.4 The Chief Executive may authorise payment of salary above the minimum point in the relevant salary range, having regard to the qualifications, knowledge, experience and ability of the employee.

15.5 Where, at the time of engagement, an employee's salary is set at an incorrect salary point within the applicable salary scale, the Chief Executive may determine in writing the payment of the employee's salary at the correct salary point.

16. Salary on Reduction

16.1 Where an employee requests, in writing, to temporarily perform work at a lower classification level, the Chief Executive may determine in writing that the employee shall be paid a rate of salary applicable to the lower classification level for the period of that temporary reassignment.

16.2 Where an employee requests to be reassigned to a lower classification level, either permanently or temporarily they will be paid salary at the highest pay point of the lower classification.

16.3 Where an employee is reassigned to a lower classification as a consequence of a breach of the code of conduct, poor performance, or redeployment, salary will generally be at the minimum of the new classification range. However, the Chief Executive may approve a starting salary above the minimum pay point in that salary range, having regard to the qualifications, knowledge, experience and ability of the employee.

17. Casual Rates

17.1 A non-ongoing employee engaged on an irregular or intermittent basis will receive a loading of 20% of salary in lieu of all paid leave and public holiday entitlements, other than Long Service Leave.

18. Junior Rates

18.1 Junior rates of pay as a percentage of the APS Level 1 equivalent adult rate will apply as outlined in [Attachment 1](#).

19. Trainee Rates

19.1 APS trainees will be paid in accordance with [Attachment 1](#).

20. Supported Wages for Employees with a Disability

20.1 An employee who has a disability may be entitled to the supported wage rates, as set out in [Attachment 1](#).

21. Salary Packaging

21.1 Salary packaging will be available to employees on a salary sacrifice basis. Employees may elect to sacrifice up to 50% of their salary for other benefits.

21.2 Any fees charged for the administration of the packaging arrangements will be payable by the employee concerned. Employees will also be responsible for the payment of an amount equal to any fringe benefits tax liability incurred.

21.3 Participation in salary packaging will not affect an employee's salary for superannuation, or any other purpose.

21.4 Further information is available in the AFSA salary packaging policy.

22. Superannuation

22.1 AFSA will make compulsory employer contributions as required by the applicable legislation and fund requirements.

22.2 Where an employee has chosen an accumulation superannuation fund other than the PSS Accumulation Plan (PSSap), the employer contribution will be the same percentage of the fortnightly superannuation contribution salary as that required for employees who are

members of PSSap. 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.

- 22.3 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
- 22.4 The Chief Executive will limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by AFSA's payroll system.

PART C: PERFORMANCE AND DEVELOPMENT

23. Performance Management Framework

- 23.1 All employees will participate in the AFSA Performance Management Framework. The Performance Management Framework aims to improve the capabilities (including the building of capability through learning and development), performance and potential of employees, and the ability of employees to achieve AFSA's outcomes.

24. Employee Reward and Recognition

- 24.1 To facilitate ways of recognising the achievements of employees and teams, AFSA will maintain an Employee Reward and Recognition program.
- 24.2 Further information is available in the AFSA Employee Reward and Recognition policy.

25. Managing Poor Performance

- 25.1 It is agreed that when issues relating to poor performance do arise, they will be addressed promptly and fairly, irrespective of the point in the appraisal cycle that has been reached.
- 25.2 AFSA will support the management of employees who are not performing to the required standard in accordance with the following principles:
- applying natural justice principles and giving employees an opportunity to respond to concerns about their performance;
 - applying transparent processes to ensure procedural fairness;
 - maintaining open, honest and two way communication at all times; and
 - taking individual circumstances into account, including relevant health issues.
- 25.3 At any stage during the management of underperformance an employee or manager may choose to be accompanied and/or represented by a person of their choice. Where either person chooses to be accompanied in a meeting, they will ensure the other party is informed of this decision within a reasonable time prior to that meeting.
- 25.4 Further information is available in the AFSA Performance Management Framework.

26. Security Clearance Requirements

- 26.1 All AFSA employees, whose employment is subject to this agreement, at any time during the course of their employment, may be required to obtain and maintain a security clearance as a condition of employment.
- 26.2 Where an employee fails to obtain or maintain the required security clearance, in the first instance AFSA will seek to redeploy the employee within AFSA. If redeployment is not a viable option then the employee will have their employment terminated in accordance with s29 (3) (b) of the *Public Service Act 1999*.

27. Studies Assistance

27.1 Studies assistance for external study will be provided to eligible AFSA employees.

27.2 Further information is available in AFSA's Studies Assistance Program.

28. Professional Organisation Membership

28.1 AFSA acknowledges the contribution to continuing professional development derived from membership of relevant professional organisations. Payment will be arranged for an ongoing employee's membership of one appropriate and relevant professional organisation, subject to approval by the Chief Executive.

PART D: FLEXIBLE WORKING CONDITIONS

29. Hours of Work

29.1 Full time employees covered by this Agreement will have 75 hours over a two week settlement period, as the standard ordinary hours of duty. A full-time Shift Worker will work an average of 75 hours each fortnight over the Shift Worker's regular cycle of shifts.

29.2 For part-time employees, ordinary hours of duty are those agreed to in their part-time work agreement. Hours of work in addition to what is specified in the part-time work agreement will be in accordance with sub-clause 39.5.

29.3 The bandwidth during which an employee (other than a Shift Worker) may work their normal working hours is 7:00 am to 7:00 pm Monday to Friday.

29.4 The pattern of hours which employees will work, including flex time, is a matter for consultation between managers and employees, and subject to approval of an employee's manager. A manager has the responsibility and authority to ensure that AFSA's operational requirements, in relation to the work of their team, are met.

29.5 Where employees request to work outside the bandwidth, they may do so with the prior agreement of their manager. When agreeing to an employee working outside the normal bandwidth, consideration will be given to operational requirements. Any hours worked on this basis will be treated as ordinary hours and will not attract overtime rates, unless there is agreement between the manager and the employee.

29.6 Employees should not work more than ten hours ordinary duty on any day, or for more than five consecutive hours without at least a thirty minute break. It is the responsibility of employees and managers to ensure the employee is not expected to work unreasonable or excessive hours.

29.7 For each day that an employee works, the employee must record as soon as possible, in a manner approved by the Chief Executive, the time when the employee starts and finishes work and the time of any breaks.

30. Standard Hours

30.1 For the purposes of this clause, standard ordinary hours of duty for a full-time employee are 7 hours and 30 minutes per day to be worked from 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm, Monday to Friday, or as otherwise specified by an employee's roster. For a part time employee standard hours are as specified in the employee's part time work agreement.

30.2 Standard hours are used to work our leave accrual and deductions and deductions for unauthorised absences.

31. Flex Time (for APS Level 1-6 employees)

- 31.1 Flex time is a system which allows APS level 1-6 employees, other than Shift Workers, to set their own patterns of attendance at work, subject to the provisions of this clause and operational requirements.
- 31.2 Managers will require an employee not to build up flex credits where there is insufficient work to justify their working outside standard hours.
- 31.3 The maximum amount of flex credit which can be carried over at the end of a settlement period is 25 hours.
- 31.4 The maximum flex debit that may be carried over at the end of a settlement period is 10 hours. Debits in excess of 10 hours must be acquitted by utilising leave, including leave without pay.
- 31.5 An employee may utilise their flex credits to take leave, subject to prior approval of their manager. With such approval an employee may access up to five days' flex leave consecutively, over a four week period.

32. Hours of Attendance and Time off in lieu (for Executive Level employees)

- 32.1 Executive Level employees have particular responsibilities that require them to work hours necessary to ensure the achievement of AFSA's outcomes and strategic priorities. Therefore they are not subject to the flex time scheme.
- 32.2 In recognition of their attendance requirements and to assist in enabling a reasonable work/life balance, Executive Level employees may choose, subject to the operational needs of the work area, their start, finish and break times. Where an Executive Level employee consistently works hours that are greater than normal attendance levels, they may with agreement of their manager, be granted Time off in Lieu. This can be in the form of a short-term absence, including full day absence, without the need for a leave application.

33. Reversion to Standard Hours

- 33.1 Access to arrangements under clauses 31 to 32 will not apply, for a specified period, in circumstances where:
- a manager considers that an employee's attendance is unsatisfactory; and/or
 - a manager considers that an employee is misusing the arrangements.
- 33.2 Where flexible working arrangements no longer apply, employees will revert to standard hours as defined in clause 30.
- 33.3 Access to flexible working arrangements may be restored where a manager is satisfied that an employee's attendance is satisfactory.

34. Overtime

- 34.1 Subject to section 62 of the *Fair Work Act 2009*, an employee may be directed to perform overtime. An employee may refuse where the hours are unreasonable.
- 34.2 For employees other than shift workers, overtime, once directed, is work performed:
- outside the normal bandwidth; or
 - in excess of 10 hours on any one day; or
 - in excess of seven hours thirty minutes on any day in circumstances where workload requirements have resulted in the employee accruing more than 25 hours flex; or
 - in addition to the ordinary hours prescribed in a part-time employee's part-time work agreement.
- 34.3 An employee cannot claim flex time and also receive an overtime payment in respect of the same hours.

- 34.4 An employee should have a break of least eight hours (plus reasonable travel time) between finishing the extra duty and commencing work again without loss of pay for any ordinary hours they would have normally worked. Otherwise payment for any work performed will be at the rate of double time, until a break of at least eight hours has been taken.
- 34.5 The rates payable for overtime are as follows:
- Monday to Saturday - time and half for the first three hours, and double time after that; and
 - Sunday – double time; and
 - Public Holidays – double and a half time.
- 34.6 The rate of overtime includes any allowances being paid as salary.
- 34.7 The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be four hours at the prescribed overtime rate.
- 34.8 Where more than one separate overtime attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration, beyond the amount which would have been received, had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.
- 34.9 Where an overtime attendance, not continuous with ordinary duty, involves duty both before and after midnight, the minimum payment provisions will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.
- 34.10 Overtime will not be payable to EL employees without the approval of the Chief Executive. An EL employee who is directed to work overtime may agree with their manager to take an agreed period of TOIL in lieu of payment for overtime performed.
- 34.11 Calculations for overtime are:

Time and a half

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{37.5} \times \frac{3}{2}$$

Double time

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{37.5} \times \frac{2}{1}$$

Double time and a half

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{37.5} \times \frac{5}{2}$$

35. Shiftwork

- 35.1 The provisions of this clause apply to employees who are formally designated as Shift Workers.
- 35.2 For the purposes of this Agreement a Shift Worker means an employee who is rostered to regularly perform ordinary hours of duty outside the period of 7.00am to 7.00pm Monday to Friday, or on Saturdays, Sundays, or Public Holidays for an ongoing or fixed period.
- 35.3 Employees classified at APS Level 6 and below who are covered by this clause will be subject to shiftwork penalties at the following rates:
- 15% loading for rostered and performed ordinary duties, any part of which falls between 7.00pm and 7.00am Monday to Friday;

- 50% loading for rostered and performed ordinary duties on a Saturday;
- 100% loading for rostered and performed ordinary duties on a Sunday; and
- 150% loading for rostered and performed ordinary duties on a Public Holiday.

35.4 The rostered hours of duty of employees covered by this clause may be changed:

- by agreement between the employee and their manager; or
- by the employee's manager providing at least seven days' notice of the change, unless notice is not possible because of sickness or unanticipated absence of another employee.

35.5 Employees covered by this clause will be able to exchange shifts or rostered days off by mutual agreement and with the consent of their manager, provided the arrangement does not give any employee an entitlement to an overtime payment.

35.6 Except at the regular change-over of shifts an employee should not be required to work more than one shift in each 24 hours.

35.7 An employee covered by this clause, who is subject to a seven day roster, and who is not rostered on a public holiday, is entitled to receive payment at normal rates for one day in lieu of the public holiday. For a part-time employee this payment will be on a pro-rata basis.

35.8 An employee covered by this clause who is not rostered to work on the days between Christmas and New Year's Day that are not weekends or public holidays, is entitled to receive payment at normal rates as if these days were public holidays. For a part-time employee this payment will be on a pro-rata basis.

35.9 Where a public holiday falls during a period, when an employee covered by this clause is on annual or paid personal leave, and the employee:

- is subject to a seven day roster; or
- is subject to a set roster, and the public holiday falls on a day they would normally work; the period of the public holiday is not deducted from the annual or paid personal leave entitlement.

36. Overtime for Shift Workers

36.1 An employee who is designated as a Shift Worker, as defined by clause 34, is entitled to payment of overtime, or time off in lieu, where the employee is directed to work:

- in excess of 10 hours on any ordinary rostered day;
- on a day that the employee is not rostered to perform ordinary hours of duty; or
- in excess of the designated hours of duty of the employee's settlement period.

36.2 The overtime rate payable to employees covered by this clause are as follows:

- Monday to Friday - time and half for the first three hours and double time after that; and
- Saturday and Sunday – double time; and
- Public Holidays – double and a half time.

37. Emergency Duty

37.1 Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, an employee will be paid for travel time and emergency duty, at the rate of double time. The time for which payment will be made will include time necessarily spent in travelling to and from duty. The minimum payment will be two hours at double time.

37.2 Where the actual time worked on an emergency duty call is three hours or more, an employee should have a break of least eight hours (plus reasonable travel time) between finishing the extra duty and commencing work again without loss of pay for any ordinary

hours they would have normally worked. Otherwise payment for any work performed will be at the rate of double time, until a break of at least eight hours has been taken.

- 37.3 Emergency duty will not be payable to Executive Level employees without the approval of the Chief Executive.

38. Travelling Time and Attendance Recording

- 38.1 Employees at APS level 1-6 required to travel within Australia on AFSA business may include the travel time as working hours on their attendance record. Employees at other levels are expected to travel for reasonable additional hours outside normal business hours where this is necessary to perform their work.

39. Part-time Employment

- 39.1 Part-time employees are those whose regular hours of work are less than 37.5 hours per week.
- 39.2 A full-time employee may request, in writing, to work part-time, either for a finite period or on an ongoing basis. Due to operational requirements, a manager will require up to two months' notice of the request before any approved arrangement can commence. The manager has the discretion to agree to a shorter period of notice should operational requirements allow.
- 39.3 A request for part-time work due to a circumstance contained in section 65 of the *Fair Work Act 2009* will be made in accordance with clause 40 (Flexible Working Arrangements).
- 39.4 Managers will respond, in writing, to employee requests for part-time work, advising the outcome and reasons if refused.
- 39.5 In the case of an ongoing part-time work agreement, an employee has the right to revert to full-time hours within two months of providing notice, in writing, to their manager of their availability to return to full-time hours. The manager has the discretion to agree to a shorter period of notice should operational requirements allow.
- 39.6 Where part-time employees request to work hours in addition to their part-time work agreement, they may do so with the prior agreement of their manager. When agreeing to a part-time employee working hours in addition to their part-time work agreement, consideration will be given to operational requirements. Any hours worked, within the bandwidth, on this basis will be treated as ordinary hours and will not attract overtime rates, unless the total hours worked in a settlement period (including the additional hours) exceed those ordinary hours of duty for a full-time employee, or if there is agreement between the manager and the employee.
- 39.7 A part-time employee and their manager may agree to flex time arrangements, consistent with the arrangements for full-time employees and on the basis that the specified hours of attendance for the part-time employment form the standard hours for the purposes of the flex time arrangements.
- 39.8 Any additional hours worked, by a part-time employee subject to flex time arrangements, in accordance with sub-clause 39.5, that do not attract overtime rates, will accrue flex credit and will not be paid as additional ordinary hours.
- 39.9 Where either of the last two working days before the New Year holiday, as defined in clause 42, falls on a day, or days that are not regularly worked by a part-time employee, other than an employee subject to clause 35 (Shiftwork), that employee will receive a substitute holiday on the working day, or days, immediately before or after the New Year holiday.

40. Flexible Working Arrangements

- 40.1 In accordance with section 65 of the *Fair Work Act 2009* an employee with at least 12 months of continuous service (the Chief Executive may waive this requirement in

exceptional circumstances) may request flexible working arrangements, including part-time hours. However, access to part-time employment will be granted in circumstances where an employee is returning from a maternity or parental leave (adoption and fostering).

- 40.2 A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee is a long term casual employee immediately before making the request and has a reasonable expectation of continuing employment on a regular and systematic basis.
- 40.3 A request for flexible working arrangements must be in writing, must be in accordance with the circumstances contained in section 65 of the *Fair Work Act 2009*, and must set out details of the change sought and the reasons for the change. The Chief Executive will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.
- 40.4 Further information is available in the AFSA Flexible Working Arrangements policy.

41. Home Based Work

- 41.1 With the approval of the Chief Executive, arrangements may be made for an employee to perform work away from their usual office.
- 41.2 Approval of the Chief Executive will not be required for ad hoc working from home arrangements, when, with agreement of their manager, an employee works from home for a short defined time which is not part of a regular pattern. Such arrangements should only be approved in exceptional circumstances and where the employee's manager is satisfied with the occupational health and safety, and security arrangements of the work to be undertaken from home.
- 41.3 Further information is available in the AFSA Home Based Work policy.

42. Public Holidays

- 42.1 Employees will be entitled to the following public holidays:
- New Year's Day (1 January);
 - Australia Day (26 January);
 - Good Friday;
 - Easter Monday;
 - Anzac Day (25 April);
 - The Queen's birthday holiday (on the day on which it is celebrated in a state or Territory or a region of a state or Territory);
 - Christmas Day (25 December);
 - Boxing Day (26 December).
- 42.2 This also includes any other day, or part-day, declared or prescribed by or under a law of a state or Territory to be observed generally within the state or Territory, or a region of the state or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- 42.3 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.
- 42.4 The Chief Executive and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 42.5 Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal/carers leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

- 42.6 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 employee performs work on that day, and the Sunday would otherwise be a public holiday under sub-clauses 42.1 to 42.3.
- 42.7 If under a law of a State or Territory Easter Tuesday 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.

43. Christmas Closedown

- 43.1 AFSA will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- 43.2 Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay).
- 43.3 There will be no deduction from annual or personal/carer leave credits for the closedown days.
- 43.4 The working days between Christmas and New Year's Day will be considered, for the purpose of this Agreement, as public holidays for the payment of shift penalties and overtime.

44. Employee Assistance Program

- 44.1 AFSA will provide its employees and their immediate families with access to free confidential professional counselling through an Employee Assistance Program. The aim of the Program is to support employees and help them resolve personal or work related problems.

PART E: LEAVE ENTITLEMENTS

45. Portability of Leave

- 45.1 Where an employee moves into the Agency (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carer's leave (however described) will be transferred, provided there is no break in continuity of service.
- 45.2 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised.
- 45.3 For the purposes of this clause "Parliamentary Service" refers to employment under the *Parliamentary Service Act 1999*.

46. Annual Leave

- 46.1 Employees will be entitled to 20 working days paid annual leave each year. While the taking of annual leave is subject to operational requirements and the approval of the employee's manager, an application for annual leave will not be unreasonably refused.
- 46.2 Annual leave accrues daily on a pro-rata basis and is credited daily.
- 46.3 Annual leave counts as service for all purposes.

- 46.4 Annual leave will not accrue in respect of any period of leave without pay not to count as service that exceeds 30 calendar days in a calendar year.
- 46.5 A part time employee who has annual leave credits that accrued while working full-time hours may elect to take that annual leave at the full-time rate.
- 46.6 Where employment ceases and the employee is not moving to another APS Agency, the ACT Public Service, or an agency staffed under the *Parliamentary Service Act 1999*, the employee will be entitled to payment in lieu of annual leave. The employee will be paid the value of any outstanding leave credits, plus any pro rata entitlement for which the employee is eligible. Payment in lieu will be calculated using the employee's final rate of salary, including allowances that would have been included during annual leave.
- 46.7 Unused annual leave will accumulate. However, employees should utilise their annual leave on a regular basis. An employee's manager may direct the employee at any time to use any accrued annual leave credit in excess of 40 days (or the equivalent of two years entitlement).
- 46.8 Where any designated public holiday for which the employee is entitled to payment occurs during any period of annual leave, the period of the holiday is not deducted from the annual leave entitlement.
- 46.9 A shift worker will accrue an extra half day credit of annual leave per Sunday or public holiday worked, up to a maximum of five days extra annual leave credit per calendar year.

47. Personal Leave

- 47.1 An employee is entitled to 18 days personal leave that accrues daily and accumulates from year to year.
- 47.2 Personal leave, on application, is available when the employee is not fit for work because of a personal injury, illness, or emergency affecting the employee.
- 47.3 An employee is also able to take personal/carers leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
- a personal illness or personal injury, or
 - an unexpected emergency.
- 47.4 An employee must give their manager, via telephone call, unless otherwise agreed, notice of taking the leave as soon as practicable and must also advise their manager of the period or expected period of leave. If the employee's manager cannot be contacted by telephone then the employee must notify an appropriate alternative manager.
- 47.5 For absences of three consecutive days or greater, an employee is required to provide their manager with evidence that would satisfy a reasonable person that the leave was taken for a reason, set out in sub-clauses 47.2 to 47.3.
- 47.6 If an employee has taken more than eight days personal leave without evidence in a calendar year, the employee will be required to provide evidence that would satisfy a reasonable person that the leave was taken for a relevant reason, set out in sub-clauses 47.2 to 47.3, for all additional absences.
- 47.7 A manager may refuse to approve personal leave if the employee does not comply with a requirement under clause 47.
- 47.8 Unpaid personal leave is only available after an employee has exhausted all paid personal leave, subject to approval and meeting evidence requirements.
- 47.9 Employees who are medically unfit for duty while on annual leave or long service leave and who produce satisfactory medical or other documentary evidence may apply for personal leave. Annual leave and long service leave will be re-credited to the extent of the period of personal leave granted.

47.10 In exceptional circumstances, and subject to the approval of the Chief Executive, an employee may be granted personal leave at the rate of one half normal salary, enabling an employee to take twice as much leave as would otherwise normally apply.

48. Unpaid Carers Leave

48.1 An employee is entitled to two days of unpaid carers leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- a personal illness, or personal injury, affecting the member; or
- an unexpected emergency affecting the member.

48.2 Unpaid carers leave is only available after an employee has exhausted all paid personal leave.

49. Compassionate Leave

49.1 Leave for compassionate purposes will be granted for a period of three days per occasion. For an ongoing or non-ongoing employee this leave is a paid entitlement. Casual employees will receive compassionate leave on an unpaid basis. Leave may be taken as a single continuous period or in separate periods, as agreed by the employee and their manager. Compassionate leave is applicable in the following circumstances:

- on the death of a member of the employee's immediate family or household member; or
- when a member of their immediate family or household sustains, contracts or develops a personal injury or illness that poses a serious threat to their life.

49.2 An employee may be required to provide reasonable evidence in support of an application for compassionate leave.

50. Community Service leave

50.1 An employee who engages in an eligible community service activity is entitled to paid or unpaid leave from employment. An eligible community service activity includes:

- jury service; or
- community service volunteers performing emergency services or management duty (including leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties);
- participation in a blood donation program; or
- an activity prescribed under Regulations relating to Division 8 of Part 2-2 of the *Fair Work Act 2009*.

50.2 Further information is available in the AFSA Leave policy.

51. Leave for ADF Reserve and Continuous Full Time Service or Cadet Force Obligations

51.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

51.2 The entitlement to leave for Reserve Service is prescribed under the *Defence Reserve Service (Protection) Act 2001*.

51.3 An employee is entitled to ADF Reserve leave with pay for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required. During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.

- 51.4 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
- 51.5 Employees are not required to pay their tax free ADF Reserve salary to AFSA in any circumstances.
- 51.6 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 51.7 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.
- 51.8 Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flex time or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 51.9 Employees are to notify their manager at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

52. Long Service Leave

- 52.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 52.2 The minimum period during which long service leave can be taken is seven calendar days at full pay or 14 calendar days at half pay. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

53. Purchased Leave

- 53.1 Having regard to operational requirements, a manager may approve an employee's request to purchase one, two, three or four weeks additional leave per calendar year. Purchased leave will count as service for all purposes.
- 53.2 Further information is available in the AFSA Leave policy.

54. Sabbatical Leave

- 54.1 Where an ongoing employee has completed at least two years of continuous employment with AFSA, they may apply for access to sabbatical leave.
- 54.2 This is a flexible arrangement consisting of a four year continuous work period followed by a one year period of leave, with salary spread over the five years at the rate of 80 per cent.
- 54.3 The first four years will count as service for all purposes, and the fifth year will not count as service for any purpose.
- 54.4 An employee accessing sabbatical leave cannot also access purchased leave as prescribed at clause 53 of this Agreement.
- 54.5 If an employee does not use all or part of the sabbatical leave within the leave period, the employee will be refunded the cost of the leave not taken at the rate it was purchased, as a lump sum.
- 54.6 Further information is available in the AFSA Leave Policy.

55. Discretionary Leave – Miscellaneous

- 55.1 Discretionary miscellaneous leave may be granted to an employee, additional to the specific leave entitlements contained in this Agreement.

55.2 Discretionary miscellaneous leave will also be granted to employees for the purposes of cultural, ceremonial and NAIDOC week celebration purposes.

55.3 Discretionary miscellaneous leave may be granted:

- with or without pay;
- for the period requested or for part of the period;
- in the case of leave without pay, either to count as service or not to count as service; and
- subject to conditions.

55.4 Further information is available in the AFSA Leave Policy.

56. Cancelled Leave

56.1 If an employee's leave is cancelled by AFSA, the employee will be re-credited with the amount of leave cancelled and reimbursed for reasonable costs incurred. If an employee is recalled to duty, the employee will be re-credited with a period equivalent to the ordinary hours worked and reimbursed for any reasonable costs. Any payment will be limited to circumstances where the expenses are not recoverable under insurance or from another source.

57. Maternity Leave

57.1 An employee who is entitled to any period of paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* is also entitled to an additional two weeks paid leave (i.e. a total of up to 14 weeks paid leave).

57.2 Approval may be given to spread the payment of paid maternity leave over a period of up to 28 weeks at the rate of one half normal salary.

57.3 Any period beyond the first 14 weeks does not count as service for any purpose. This administrative arrangement does not extend the total of paid or unpaid maternity leave available under the *Maternity Leave (Commonwealth Employees) Act 1973*.

58. Parental Leave

58.1 An employee who is not entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, or leave under clause 59, is entitled to two weeks paid parental leave at any time within three months following the birth, adoption or permanent fostering of a child.

59. Parental Leave - Adoption and Fostering

59.1 An employee who is the primary carer of an adopted child, or a child who has been placed in a permanent fostering arrangement, is entitled to up to 14 weeks paid Parental Leave (adoption and fostering).

59.2 For the purposes of this clause:

- a permanent fostering arrangement is one where the child has been placed by a person/organisation with statutory responsibility for the placement of the child, and where the child is not expected to return to their family; and
- an adoptive child must not be a child or step child of the employee or the employee's partner.

59.3 An employee must have completed 12 months of service with AFSA at the date of adoption, or fostering of the child to qualify for leave under this clause.

59.4 Paid parental leave (adoption and fostering) must be taken at a time agreed between the employee and their manager. The agreed time can be up to two weeks before the expected date of adoption or fostering but must be within 12 months after the adoption or fostering.

59.5 Approval may be given to spread the payment of paid adoption and fostering leave over a period of up to 28 weeks at the rate of one half normal salary. Any period beyond the first 14 weeks does not count as service for any purpose.

60. Documentary Evidence

60.1 An employee will be required to give reasonable notice and documentary evidence in support of an application for all leave under clauses 57 to 59.

61. Employees Returning to Work to Keep in Touch

61.1 In accordance with section 79A of the *Fair Work Act 2009*, the Chief Executive may agree to up to ten days of paid work for an employee to participate in workplace activities during the period they are subject to unpaid parental leave.

62. Return to Work after Parental and Maternity Leave

62.1 On ending parental or maternity leave, an employee is entitled to return to:

- the employee's pre-parental/maternity leave duties; or
- if those duties no longer exist - an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provision applying to any placement.

62.2 For the purposes of this clause, duties means those performed:

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

63. Unauthorised Absence

63.1 Where an employee is absent from work without approval, all pay and benefits provided under the Agreement will cease to be available until the employee resumes work, or is granted leave.

PART F: ALLOWANCES AND REIMBURSEMENT

64. Higher Duties Allowance

64.1 An employee who is temporarily re-assigned duties at a higher non-SES classification for a period of 10 consecutive working days or more, inclusive of public holidays will be paid an allowance. The allowance will be equivalent to the difference between the employee's base salary and the base pay point classification of the higher classification or higher pay point as determined by the Chief Executive.

64.2 Where an employee is absent on paid leave, or observes a public holiday and has been temporarily reassigned to a higher classification, payment of a higher duties allowance will continue during the absence as if the employee was at work, for the duration of the continued temporary reassignment. If the period of paid leave is on less than full pay, the payment of the higher duties allowance is adjusted accordingly.

64.3 Where an employee, who is below the maximum pay point of their higher duties classification level, has been paid higher duties allowance at a particular pay point (or higher) for a continuous period of 12 months, they will be considered for salary progression at the higher duties classification, subject to the employee having received at their most recent performance review, a rating under the AFSA Performance Management Framework, of "Fully Effective performance" or higher.

64.4 An employee temporarily reassigned to a Senior Executive Service position for a period of 10 consecutive working days or more, may be paid higher duties allowance for the period of the temporary reassignment at a rate determined by the Chief Executive. Other benefits in relation to the performance of higher duties in a Senior Executive Service position may be determined by the Chief Executive.

65. First Aid Allowance

65.1 First Aid officers appointed by the Chief Executive, subject to possession of required qualifications, will receive an allowance payable fortnightly at the rate of \$23.22 per fortnight while performing the role.

65.2 Adjustment to first aid allowance will be at the same percentage increases and at the same time as salary increases under this Agreement.

66. Domestic and Overseas Travel Assistance

66.1 A travel allowance will be payable to an employee who undertakes travel on official business and is required to be absent overnight. Travel allowance is in addition to the cost of conveyance, and is paid on the basis that employees are not out of pocket. The allowance will be paid for the costs of meals, incidentals, and, where applicable, accommodation, incurred while travelling on official business.

66.2 After an employee eligible for travel assistance has resided in the one locality for a period of 21 days, the employee will be paid an allowance equal to the amount expended on accommodation, meals and incidentals, or an amount considered to be reasonable in the circumstances, in accordance with clause 73 (Relocation Expenses).

66.3 An employee who is travelling to a place of work in anticipation of permanent relocation to that place of work, and who has been advised in writing that the relocation is to be made permanent, will not be eligible to receive travelling allowance during employment at that place of work.

66.4 Further information is available in the AFSA Allowances policy.

67. Family Care Assistance

67.1 Where an employee is required by AFSA to travel away from home for a period which involves an overnight stay, the Chief Executive may approve reimbursement of some or all of the costs of additional family care arrangements.

68. Overtime Meal Allowance

68.1 An employee who has been directed to work overtime, in accordance with clauses 34, 36 and 37, after the end of ordinary duty for the day, to the completion of, or beyond, a meal period, without a break for a meal, will be paid a meal allowance in addition to any overtime.

68.2 A meal period will mean the following periods:

- 7.00 am to 9.00 am;
- 12 noon to 2.00 pm;
- 6.00 pm to 7.00 pm; and
- midnight to 1.00 am

68.3 A meal allowance is also payable to an employee who:

- is required, after the completion of the employee's ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break;
- is required to perform duty before the commencement of ordinary hours of duty, who breaks for a meal and is not entitled to payment for that break; or

- is required to perform duty on a Saturday, Sunday or public holiday, in addition to the employee's normal weekly hours of duty, extending beyond a meal break and is not entitled to payment for that meal break.

68.4 Further information is available in the AFSA Allowance policy.

69. Motor Vehicle Allowance

69.1 Where an employee is authorised to use a private motor vehicle owned or hired by that employee for official purposes, or permission is granted for an employee to use the private motor vehicle for:

- a specific journey or purpose; or
- to return to the employee's permanent station to take annual leave where the employee has been temporarily relocated from one place to another; and
- use of the private motor vehicle will involve the Commonwealth in less expense, or greater efficiency, the employee will be paid the appropriate rate of allowance per kilometre.

69.2 The payment of Motor Vehicle Allowance to an employee based at home will be calculated from the employee's office based site.

69.3 Further information is available in the AFSA Allowance policy.

70. Restriction Allowance

70.1 An employee who has been directed to be contactable and available (standing ready) to be called out to perform extra duties outside the bandwidth of 7.00 am to 7.00 pm will be entitled to payment of an on call allowance at the rate set out below:

- Monday to Friday - 7.5 per cent of the employees hourly rate for each hour restricted
- Saturday and Sunday - 10 per cent of the employees hourly rate for each hour restricted
- Public Holidays - 15 per cent of the employees hourly rate for each hour restricted

70.2 The allowance is to be paid for each hour or part of an hour the employee is required to be on call.

70.3 Where an employee who has been restricted under this sub-clause is required to perform duty, but is not required to be recalled to work, overtime payment will be made, subject to a one hour minimum payment.

70.4 Restriction Allowance is not paid to EL employees without approval from the Chief Executive.

71. Assistance with Public Transport and Parking Costs

71.1 Ongoing employees will be entitled to an advance of salary to assist with the purchase of discounted quarterly, half-yearly or annual public transport fares and vouchers for long-term parking of between three and 12 months for use in travel to and from work. The advanced amount will be recouped by AFSA through deduction from the employee's salary over an agreed period.

71.2 Further information is available in the AFSA Assistance with Public Transport and Parking Cost policy.

72. Excess Fares

72.1 An employee will be entitled to the reimbursement of excess fares incurred by the employee performing duty temporarily at a place other than the employee's usual place of work, when the cost of travelling to and from the temporary place of work is greater than the cost of travelling to and from the employee's usual place of work.

- 72.2 An employee will not be paid an allowance for excess fares if:
- they are in receipt of travelling allowance; or
 - have been notified in writing to proceed to a place of work in anticipation of a permanent relocation to that place of work.

72.3 The payment of excess fares to an employee based at home will be calculated from the employee's office based site.

73. Relocation Expenses

73.1 The Chief Executive may determine the extent of any financial assistance payable to an employee, or prospective employee, of AFSA for relocation from one locality to another upon promotion, engagement, or ongoing or temporary reassignment in excess of 21 calendar days.

73.2 The extent of any financial assistance to be provided in respect of a relocation (including return to the previous location in the case of temporary assignment) will be advised to the employee, or prospective employee, in writing prior to them commencing in the new location.

74. Work Related Expenses

74.1 The Chief Executive may approve payments to employees in exceptional circumstances, such as reimbursement for loss or damage to clothing or personal effects which occurred in the course of the employee's work.

PART G: CONSULTATION AND MANAGING CHANGE

75. Employee Representation

75.1 The right for an employee to belong to a union will be respected, as will the right for an employee not to belong to a union.

76. Consultation

76.1 AFSA will continue to maintain both site and national consultative committee bodies. These bodies will operate in accordance with the AFSA Consultative Arrangements Terms of Reference.

76.2 AFSA will consult with, and take into account the views of, site and national consultative committee bodies on issues surrounding the implementation and operation of this Agreement, as these affect the employment conditions of employees. AFSA will allow a reasonable period for site and national consultative committee bodies to consider issues.

76.3 AFSA and its employees agree that AFSA will continue to undertake consultation with employees outside the site and national consultative committee bodies.

77. Managing Major Change

77.1 This clause applies where a definite decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made elsewhere in this Agreement regarding a specific major change.

77.2 The Chief Executive must notify the employees who are likely to be affected by the proposed changes, where:

- a definite decision is made to introduce major changes in program, organisation, structure, or technology that are likely to have significant effects on employees; or
- there is a proposal to introduce a change to the regular roster or ordinary hours of work of an employee.

- 77.3 **Significant effects** include:
- a) termination of employment;
 - b) changes in the composition, operation or size of AFSA's workforce or in the skills required;
 - c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - d) alteration in hours of work;
 - e) the need to retrain employees;
 - f) the need to relocate employees to another workplace; and
 - g) the restructuring of jobs.
- 77.4 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 77.5 The Chief Executive must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in sub-clause 77.2, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and must give prompt and genuine consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 77.6 The discussion must commence as early as practicable after a definite decision has been made to make the changes referred to in sub-clause 77.2.
- 77.7 For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Chief Executive is not required to disclose confidential or commercially sensitive information to the employees.

PART H: WORKFORCE ADJUSTMENT

78. Employee Resignation

- 78.1 Ongoing employees, not subject to a probationary period, are required to provide four weeks written notice of resignation of employment. The Chief Executive has the discretion to agree to a shorter period of notice or waive the requirement to give notice.
- 78.2 Where an employee dies, or is presumed to have died on a particular date, payment may be made to the dependants or partner or the legal personal representative of the former employee of an amount that would have been paid if the employee had otherwise ceased employment by retirement or resignation. Any monies owing to the Commonwealth as a result of advanced annual leave credits will be waived.

79. Redeployment and Retrenchment

- 79.1 The following provisions will apply in relation to an excess employee. For the purposes of this clause, an ongoing employee is excess if:
- they are in a class of employees, which class comprises a greater number of employees than is necessary for the efficient and economical working of AFSA;
 - the services or the duties of an employee cannot be effectively used because of technological, or other changes in the work methods of AFSA, or structural or similar changes in the nature, extent or organisation of functions of AFSA; or
 - where the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform the duties at that locality and the Chief Executive has determined that the provisions of this clause apply to the employee.
- 79.2 The provisions of this clause do not apply to ongoing employees who are on probation or to non-ongoing employees.

Discussions with the Affected Employee

- 79.3 When the Chief Executive is aware that an employee is likely to become excess, the Chief Executive will advise the employee in writing of the situation. The Chief Executive will also notify any representative chosen by the employee.
- 79.4 Discussions with the potentially excess employee will be held to consider:
- appropriate measures that could be taken to resolve the situation including redeployment opportunities for the employee at or below level; and
 - whether voluntary retrenchment might be appropriate.
- 79.5 Where the employee chooses a representative, the discussions will also include the employee's representative.
- 79.6 The Chief Executive may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary retrenchment where those retrenchments would permit the redeployment of employees who are potentially excess.
- 79.7 At the conclusion of the discussions, or in circumstances where an employee or, where they choose, their representative has declined to discuss the matter further, one month after the original advice at sub-clause 79.3, the Chief Executive will advise the employee in writing that they are excess to the requirements of the Agency.
- 79.8 The Chief Executive will take all reasonable steps, to transfer an excess employee to a suitable vacancy identified at the same level within AFSA.

Voluntary Retrenchment

- 79.9 Where the Chief Executive invites an excess employee to do so, the individual will have one month to elect for voluntary retrenchment. Only one offer of voluntary retrenchment will be made to an excess employee. The one month election period can be reduced by agreement between the employee and the Chief Executive where the employee advises that they have been provided with the advice outlined in sub-clause 79.10. Where the period is reduced, the employee will be paid:
- for the unexpired period of the consideration period as at the date of termination;
 - any leave benefits which may have accrued under this Agreement had the employee worked through the consideration period; and
 - payment in lieu of the relevant period of notice provided for in sub-clause 79.11.
- 79.10 Within that month an employee must be given information on:
- amount of redundancy pay, pay in lieu of notice and paid up leave credits;
 - amount of accumulated superannuation contributions;
 - options open to the employee concerning superannuation;
 - taxation rules applying to various payments; and
 - the availability of assistance up to a maximum amount of \$400 for career and financial counselling.

Period of Notice

- 79.11 Where an excess employee agrees to be voluntarily retrenched, the Chief Executive can terminate the employee's employment under section 29 of the *Public Service Act 1999* on the grounds that the employee is excess to the requirements of the Agency. The period of notice will be four weeks (or five weeks for staff over 45 years of age with at least five years of continuous service).
- 79.12 Where an employee's employment is terminated, at the beginning of, or within the notice period, he or she will receive payment in lieu of notice for the unexpired portion of the notice period.

Redundancy Benefit

- 79.13 An employee who agrees to be voluntarily retrenched with a redundancy benefit and whose employment is terminated under section 29 of the *Public Service Act 1999* on the grounds that he or she is excess to requirements, is entitled to be paid a sum equal to two weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards.
- 79.14 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks.
- 79.15 The redundancy benefit will be calculated on a pro-rata basis for any periods where the employee has worked part-time hours during their period of continuous service and has less than 24 years' full-time continuous service, subject to any minimum amount the employee is entitled to under the National Employment Standards.
- 79.16 Subject to sub-clauses 79.17 to 79.19, service for redundancy pay purposes means:
- service in AFSA;
 - Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - 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;
 - service with the Australian Defence Forces;
 - APS service immediately preceding deemed resignation if the service has not been previously recognised for redundancy pay purposes; and
 - service in another organisation where the employee was transferred from the APS to that organisation with a transfer of function or the staff member engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.
- 79.17 For earlier periods of service to count, there must be no breaks between the periods of service, except where:
- the break is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
- 79.18 Any period of service which ceased by way of:
- termination under section 29 of the *Public Service Act 1999*;
 - 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;
 - voluntary retirement at or above the minimum retiring age that is applicable to the employee; or
 - where they receive an employer financed retirement benefit;
- will not count as service for redundancy pay purposes.
- 79.19 Absences from work which do not count as service for any purpose will not count as service for redundancy pay purposes.

Rate of Payment - Redundancy Benefit

- 79.20 For the purpose of calculation of entitlements under sub-clause 79.13, salary will include:
- the employee's substantive salary;
 - the salary of a higher level position, where the employee has been performing work at a higher level for a continuous period of at least twelve months immediately preceding the date on which he or she is given notice of termination of employment; and
 - 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.

Retention Periods

- 79.21 An employee will not be involuntarily terminated until the following retention periods have elapsed:
- 13 months where the employee has 20 or more years of service or is over 45 years of age; or
 - 7 months for others.
- 79.22 If an employee is entitled to a redundancy payment under the National Employment Standards, the retention period at sub-clause 79.21 will be reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standards on termination, calculated as at the expiration of the retention period (as adjusted by this sub-clause).
- 79.23 The retention period will commence on the day the employee is advised in writing by the Chief Executive that he or she is an excess employee.
- 79.24 The retention period will be extended by any periods of certified sick leave taken during the retention period.
- 79.25 During the retention period the employee's manager:
- will continue to take reasonable steps to find suitable alternative employment for the employee;
 - may refer the employee to a redeployment service provider; and/or
 - may with four weeks' notice, reduce an excess employee's classification as a means of securing alternative employment for the excess individual.
- 79.26 Where an excess employee is reduced in classification before the end of the appropriate retention period, they will continue to be paid at their previous level for the balance of the retention period.
- 79.27 During the retention period, the employee:
- will take reasonable steps to find alternative employment; and
 - actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.
- 79.28 The excess employee may be granted assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.
- 79.29 Where the Chief Executive is satisfied that there is insufficient productive work available for the employee within AFSA during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:
- the Chief Executive may terminate the employee's employment under section 29 of the *Public Service Act 1999*; and
 - upon termination, the employee will be paid a lump sum comprising:

- the balance of the retention period (as shortened for the National Employment Standards under sub-clause 79.22) and this payment will be taken to include the payments in lieu of notice of termination of employment; plus
- the employee's National Employment Standards entitlement to redundancy pay.

79.30 Subject to sub-clause 79.31, the Chief Executive may terminate the employee's employment at the end of the retention period.

79.31 An excess employee will not be terminated involuntarily if they have not been invited to elect for voluntary retrenchment, or if their election for voluntary retrenchment has been refused.

79.32 An excess employee, with at least one year's service, will be given four weeks' notice (or five weeks for an individual over 45 years of age with at least five years of continuous service) that they are to be involuntarily terminated under section 29 of the *Public Service Act 1999* on the grounds that the employee is excess to the requirements of the Agency.

PART I: DEFINITIONS

"AFSA" means the Australian Financial Security Authority.

"Agreement" means the AFSA Enterprise Agreement 2015.

"APS" means the Australian Public Service.

"Bandwidth" means the hours between 7am to 7pm, Monday to Friday excluding Public Holidays.

"Casual Employee" means an employee engaged on an irregular or intermittent basis.

"Chief Executive" means the person performing the duties of the office of Chief Executive of AFSA, appointed in accordance with Part 9 of the *Public Service Act 1999*.

"Employee" means an employee engaged in accordance with the *Public Service Act 1999*.

"Full-time employee" means an employee whose normal hours of work are 37.5 each week, or equivalent across a settlement period.

"Immediate family" means, in relation to an employee:

- (a) a spouse, de facto partner (without discrimination as to sexual preference), child, parent, grandparent, grandchild or sibling of the employee;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

"Manager" means the person who has responsibility for overseeing / monitoring / managing / directing or supervising an employee. Each National Manager will determine the level at which managers within their Division will have a discretion and/or responsibility under this Agreement.

"Non-ongoing employee" means an APS employee who is engaged for a specified term, or for specified or intermittent duties in accordance with the *Public Service Act 1999*.

"Ongoing employee" means an employee engaged on an ongoing basis in accordance with the *Public Service Act 1999*.

"Operational requirements" means ensuring that sufficient skilled staff are available during business hours to provide:

- optimal delivery of service to clients;
- efficient performance of the work on hand; and
- the achievement of performance standards.

“Part-time employee” means an employee whose normal hours of work are less than 37.5 hours each week.

“Salary” means the employee's rate of pay in accordance with the salary rates at Attachment 1. This rate of pay will be salary for all purposes, including superannuation (subject to relevant superannuation scheme rules), severance and termination. Participation in salary sacrifice arrangements or purchased leave options will not affect salary for these purposes.

ATTACHMENT 1: SALARIES AND CLASSIFICATION ARRANGEMENTS

Classifications and Salary Rates for APS and Executive Level Classifications

APS Classification Level	Pay Point	Pre-Agreement	3.0% pay increase Commencement of agreement	2.0% pay increase 12 months after commencement	1.0% pay increase 24 months after commencement	Applicable Broadband
APS Level 1	1.1	\$ 43,102	\$ 44,395	\$ 45,283	\$ 45,736	APS1-2 Broadband for APS Trainees
	1.2	\$ 44,549	\$ 45,885	\$ 46,803	\$ 47,271	
	1.3	\$ 45,756	\$ 47,129	\$ 48,071	\$ 48,552	
	1.4	\$ 47,638	\$ 49,067	\$ 50,048	\$ 50,549	
APS Level 2	2.1	\$ 48,781	\$ 50,244	\$ 51,249	\$ 51,762	
	2.2	\$ 50,121	\$ 51,625	\$ 52,657	\$ 53,184	
	2.3	\$ 52,108	\$ 53,671	\$ 54,745	\$ 55,292	
	2.4	\$ 54,092	\$ 55,715	\$ 56,829	\$ 57,397	
APS Level 3	3.1	\$ 55,561	\$ 57,228	\$ 58,372	\$ 58,956	APS3-4 Broadband for AFSA Graduate Program
	3.2	\$ 57,003	\$ 58,713	\$ 59,887	\$ 60,486	
	3.3	\$ 58,452	\$ 60,206	\$ 61,410	\$ 62,024	
	3.4	\$ 59,965	\$ 61,764	\$ 62,999	\$ 63,629	
APS Level 4	4.1	\$ 61,924	\$ 63,782	\$ 65,057	\$ 65,708	
	4.2	\$ 63,891	\$ 65,808	\$ 67,124	\$ 67,795	
	4.3	\$ 65,554	\$ 67,521	\$ 68,871	\$ 69,560	
	4.4	\$ 67,234	\$ 69,251	\$ 70,636	\$ 71,342	
APS Level 5	5.1	\$ 69,069	\$ 71,141	\$ 72,564	\$ 73,290	
	5.2	\$ 71,232	\$ 73,369	\$ 74,836	\$ 75,585	
	5.3	\$ 73,237	\$ 75,434	\$ 76,943	\$ 77,712	
	5.4	\$ 74,596	\$ 76,834	\$ 78,371	\$ 79,154	
APS Level 6	6.1	\$ 76,453	\$ 78,747	\$ 80,322	\$ 81,125	
	6.2	\$ 78,547	\$ 80,903	\$ 82,521	\$ 83,347	
	6.3	\$ 82,496	\$ 84,971	\$ 86,670	\$ 87,537	
	6.4	\$ 85,692	\$ 88,263	\$ 90,028	\$ 90,928	
Executive Level 1	1.1	\$ 91,079	\$ 93,811	\$ 95,688	\$ 96,644	
	1.2	\$ 95,631	\$ 98,500	\$ 100,470	\$ 101,475	
	1.3	\$ 103,265	\$ 106,363	\$ 108,490	\$ 109,575	
	1.4	\$ 107,215	\$ 110,431	\$ 112,640	\$ 113,766	
Executive Level 2	2.1	\$ 110,297	\$ 113,606	\$ 115,878	\$ 117,037	
	2.2	\$ 116,360	\$ 119,851	\$ 122,248	\$ 123,470	
	2.3	\$ 125,047	\$ 128,798	\$ 131,374	\$ 132,688	
	2.4	\$ 130,545	\$ 134,461	\$ 137,151	\$ 138,522	

APS Trainees

An employee recruited as an APS Trainee must complete an appropriate qualification from the Public Sector Training Package, or an alternative program, approved by the Chief Executive. An APS Trainee will be paid at the classification of APS Level 1 while undertaking the traineeship or program.

If the Chief Executive is satisfied that the employee has successfully completed the traineeship or program, the Chief Executive will assign duties to the employee at the classification of APS Level 1 or APS Level 2.

Employees recruited as APS Trainees who have successfully completed the traineeship or program, may be eligible to progress from an APS1 classification to an APS2 classification. Advancement may involve progression of more than one pay point at a time.

Graduates

An employee engaged under the AFSA Graduate Program will commence at the APS3 classification and be eligible to progress to an APS4 classification subject to:

- successful program completion
- having received a performance review under the PMF of “Fully Effective performance” or higher; and
- work availability.

Junior Rates

An employee aged under 21 years at the APS Level 1 classification is to be paid junior rates of pay as a percentage of the APS Level 1 equivalent adult rate of pay as follows:

- Under 18 years 60 %
- At 18 years 70 %
- At 19 years 81 %
- At 20 years 91 %.

Supported Wage System for Employees with a Disability

Employees who are eligible for a supported salary on Supported Wage System for employees with a disability will be paid the applicable percentage of the relevant salary rate prescribed below for the work value they are performing as follows, provided the amount payable will be not less than the minimum required under the Supported Wage System.

Supported salary rate percentages:

Assessed Capacity	10%*	20%	30%	40%	50%	60%	70%	80%	90%
Percentage of Salary	10%	20%	30%	40%	50%	60%	70%	80%	90%

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