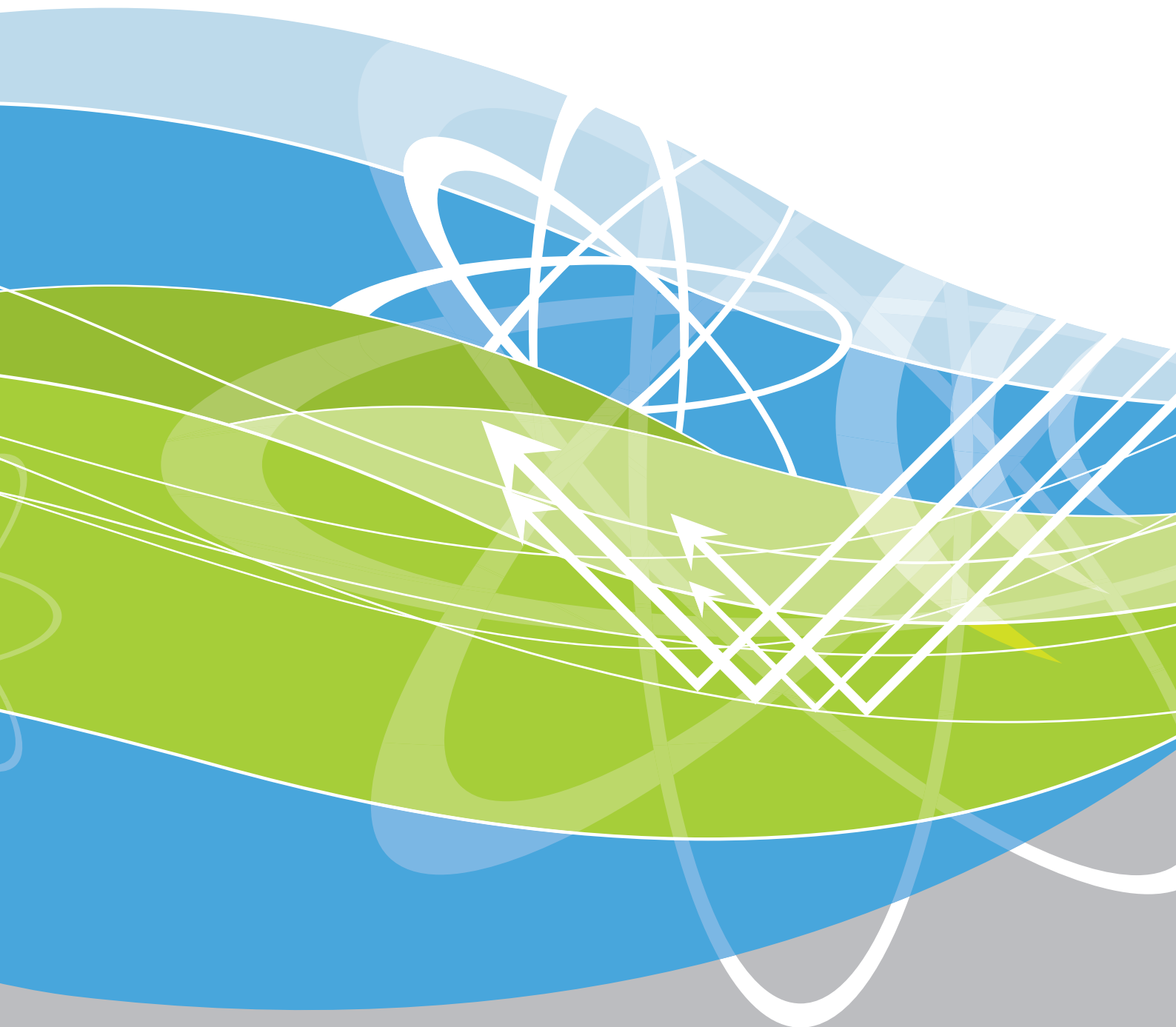




Australian Government

Australian Radiation Protection and Nuclear Safety Agency

ARPANSA Agreement 2011-2014



ARPANSA Agreement
2011 – 2014



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Radiation Protection and Nuclear Safety Agency T/A

ARPANSA
(AG2011/14176)

ARPANSA AGREEMENT 2011 - 2014

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 15 DECEMBER 2011

Application for approval of the ARPANSA Agreement 2011-2014.

[1] An application has been made for approval of an enterprise agreement known as the ARPANSA Enterprise Agreement 2011 - 2014 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Commonwealth of Australia through the Australian Radiation Protection and Nuclear Safety Agency. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

[3] The CPSU, the Community and Public Sector Union, The Association of Professional Engineers, Scientists and Managers, Australia and “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 December 2011. The nominal expiry date of the Agreement is 30 June 2014.



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PART 1 TECHNICAL MATTERS

1 NATURE OF THE AGREEMENT

- 1.1 This enterprise agreement (the “Agreement”) shall be known as the “*ARPANSA Agreement 2011 - 2014*” and is made under *section 172* of the *Fair Work Act 2009*.

2 PARTIES TO THE AGREEMENT

- 2.1 In accordance with *section 53* of the *Fair Work Act 2009*, this Agreement covers:

- the CEO of ARPANSA (on behalf of the Commonwealth); and
- all employees of the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) who are employed under the *Public Service Act 1999*;

except for substantive Senior Executive Service (SES) employees.

- 2.2 Where the:

- Community and Public Sector Union (CPSU);
- Association of Professional Engineers, Scientists and Managers, Australia (APESMA); and
- Australian Manufacturing Workers Union (AMWU)

give notice in accordance with *sub-section 183(1)* of the *Fair Work Act 2009*, Fair Work Australia will note in its decision to approve this Agreement that it covers these organisations.

3 DURATION OF AGREEMENT

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

4 CLOSED AGREEMENT

- 4.1 This is a comprehensive Agreement which states the terms and conditions of employment of the employees covered by the Agreement other than terms and conditions applying under Commonwealth law.

- 4.2 From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

5 APPLICATION OF AGREEMENT

- 5.1 All Annexures in this Agreement form part of, and should be read in conjunction with this Agreement.

- 5.2 Any guides, guidelines, policies and procedures referred to in this Agreement are not incorporated into, and do not form part of, this Agreement. If there is any inconsistency between the guide, guidelines, policies and procedures then the terms of this Agreement, will prevail.

- 5.3 Guides, guidelines, policies and procedures may be developed or varied from time to time subject to prior consultation by the parties to this Agreement consistent with the Participative Work Practices as detailed in Part 8 of this Agreement. Particular guidelines, policies and procedures will be applied on the basis of their terms at the time of any relevant action or decision.

6 FREEDOM OF ASSOCIATION

- 6.1 ARPANSA neither encourages nor discourages membership of an industrial association. Employees are free to choose whether or not to:
- be a member of an industrial association;
 - join a particular industrial association; and
 - be represented by an industrial association.
- 6.2 Employees will not be disadvantaged or discriminated against because they are, or are not, a member of an industrial association.
- 6.3 ARPANSA recognises an employee's right to be represented in the workplace. Annex 5 of this Agreement outlines the principles for workplace delegates including their responsibilities and obligations, within the workplace.

7 TERMINATION OF EMPLOYMENT – REVIEW

- 7.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has:
- under *Part 3.1 and Part 3.2 of the Fair Work Act 2009*;
 - under other Commonwealth laws (including the Constitution); and
 - at common law.
- 7.2 Termination of, or a decision to terminate employment, cannot be reviewed under the *Review of Decisions Affecting Individuals* procedures nor the *Dispute Avoidance and Settlement Procedures* provisions set out at clauses 54 and 55 of this Agreement.
- 7.3 Where procedures are prescribed in the Agreement for the termination of an employee on any of the grounds allowed under *section 29 of the Public Service Act*, the procedures must be followed.
- 7.4 Nothing in this Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the *Fair Work Act 2009*, subject to compliance with the procedures established by the CEO for determining whether an employee has breached the *APS Code of Conduct* under *section 15 of the Public Service Act 1999*.

8 RELATIONSHIPS WITH CURRENT ACTS

8.1 It is acknowledged that the employment conditions of ARPANSA employees will continue to remain subject to a number of Acts and regulations or instruments made under these Acts including the following legislation:

- *Administrative Appeals Tribunal Act 1975;*
- *Administrative Decisions (Judicial Review) Act 1977;*
- *Affirmative Action Act 1986;*
- *Australian Radiation Protection and Nuclear Safety Act 1998;*
- *Crimes Act 1914;*
- *Disability Discrimination Act 1992;*
- *Equal Opportunity for Women in the Workplace 1999;*
- *Fair Work Act 2009;*
- *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009;*
- *Freedom of Information Act 1982;*
- *Human Rights and Equal Opportunity Act 1986;*
- *Judiciary Act 1903;*
- *Long Service Leave (Commonwealth Employees) Act 1976;*
- *Maternity Leave (Commonwealth Employees) Act 1973;*
- *Occupational Health and Safety Act 1991;*
- *Paid Parental Leave Act 2010;*
- *Privacy Act 1988;*
- *Public Service Act 1999;*
- *Racial Discrimination Act 1975;*
- *Safety, Rehabilitation and Compensation Act 1988;*
- *Sex Discrimination Act 1984;*
- *Superannuation Act 1976;*
- *Superannuation (Productivity Benefit) Act 1988;*
- *Superannuation Act 1990;*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- *Superannuation Act 2005;*

9 DELEGATIONS

9.1 The CEO may, in writing, delegate any or all of his or her powers under this Agreement (other than the power to delegate), and may do so subject to conditions.

10 FORMAL ACCEPTANCE OF AGREEMENT AND SIGNATORIES

10.1 By signing below the employer and organisations bound by the Agreement signify their agreement to its terms and conditions.



Dated: 29/11/11

Carl-Magnus Larsson
Chief Executive Officer of ARPANSA
38-40 Urunga Parade, Miranda, NSW 2228



Dated: 29/11/11

Alastair Waters
Deputy National President
Community and Public Sector Union (CPSU)
1ST Floor, 40 Brisbane Avenue, Barton, ACT 2600



Dated: 28/11/11

Leslie Adams
Director, Victorian Branch
Association of Professional Engineers, Scientists and
Managers, Australia (APESMA)
163 Eastern Road, South Melbourne, VIC. 3205



Dated: 28th November, 2011

Mike Nicolaides
TSA National Secretary
Australian Manufacturing Workers Union (AMWU)
2nd Floor, 251 Queensbury Street,
Carlton South, VIC. 3053

PART 2 REMUNERATION AND RELATED MATTERS

11 RATES OF PAY AND ADJUSTMENTS

11.1 The following salary increases will apply to employees covered by this Agreement:

- 4 per cent increase to base salary once the Agreement commences operation;
- 3.5 per cent increase to base salary effective 1 July 2012; and
- 1.5 per cent increase to base salary effective 1 July 2013.

11.2 **Salary Rates:** Rates of pay that will be payable to ARPANSA employees are set out at Annex 1.

12 SPECIFIC PRODUCTIVITY AND EFFICIENCY INITIATIVES

12.1 **Introduction:** The parties to this Agreement are committed to implementing the following productivity and efficiency initiative during the life of this Agreement. The parties acknowledge that this initiative builds on earlier gains made by ARPANSA that have not been recognised, and have agreed that, on the basis of the ongoing implementation of the ARPANSA reform process during the life of this Agreement, employees will receive the following payments:

- \$700 from the first pay period commencing on or after 1 January 2012; and
- \$700 from the first pay period commencing on or after 1 December 2012.

12.2 **ARPANSA Reform:** In order to better meet the Agency's statutory obligations and responsibilities, ARPANSA embarked on a wide consultation and engagement process with employees and their representatives as well as other stakeholders in late 2010/early 2011. One of the key objectives of the ARPANSA Reform process was to develop an organisational model that was adaptable, flexible, efficient, effective, readily implemented and embraced by internal and external stakeholders.

12.3 As a consequence of this process, ARPANSA put a new organisational structure in place in May 2011. Although the new structure is yet to be fully implemented, the tangible benefits that have accrued to date include the removal of silos, enhanced leadership and staff harmonisation within and between offices, better planning processes and a coordinated communication framework. The benefits flowing from the reform process are expected to further increase in 2011-12 and beyond as the restructure is progressively implemented.

12.4 Having regard to ARPANSA's mature aged workforce profile, it will be necessary to refine the Agency's succession management strategy to ensure the availability and sustainability of a supply of capable staff, ready to assume key or critical roles crucial to achieving the reform's ongoing goals and objectives as experienced employees proceed to retirement as forecast in ARPANSA's workforce planning strategy.

13 SALARY SUPPLEMENTATION

13.1 The CEO may agree in writing with an employee covered by this Agreement to supplement their salary under this Agreement in recognition of the employee's particular skills, additional responsibilities or operational requirements. The supplementation of salary will be facilitated through clause 35 – Individual Flexibility Arrangements. The number of individual supplementary salary arrangements entered into under this Agreement will be reported to the Staff Consultative Forum.

14 OTHER PAYMENTS AND TERMS AND CONDITIONS

14.1 The CEO may approve other terms and conditions of an employee's employment as provided below:

- **Professional development:** The employee and the CEO may agree to a program of activities for the employee's professional development and/or to allow the employee to maintain the currency of any prescribed qualifications required to be held by the employee to enable him or her to carry out their duties;
- **Private plated vehicle:** The CEO may provide the employee with a private plated motor vehicle in accordance with the Executive Vehicle Scheme Guidelines. Where the employee elects, ARPANSA will provide an equivalent amount in lieu of a private plated vehicle for the period of this Agreement;
- **Broadband access:** The CEO may approve reimbursement for the cost of establishing and maintaining broadband access at the employee's residence.

14.2 The provision of other terms and conditions of an employee's employment will be facilitated through clause 35 – Individual Flexibility Arrangements. The number of other payments and terms and conditions arrangements entered into between the CEO and employee/s under this Agreement will be reported to the Staff Consultative Forum.

15 SUPERANNUATION

15.1 **Public Sector Superannuation Accumulation Plan (PSSap):** ARPANSA employees who are eligible for choice of superannuation fund and nominate to join the PSSap will receive employer contributions at the rate in line with the rate mandated by legislation, currently 15.4 % of their fortnightly contribution salary.

15.2 **Contribution to other complying superannuation funds:** Where an employee who is eligible for membership of the PSSap exercises superannuation choice, ARPANSA will pay an employer contribution to a nominated complying superannuation fund based on the employee's fortnightly contribution salary. The employer contribution will be 15.4 % of their fortnightly contribution salary.

15.3 **Commonwealth Superannuation Scheme (CSS) and Public Sector Superannuation defined benefit (PSSdb) members:** Employees who are members of the CSS or PSSdb schemes will be reimbursed up to \$300, subject to the production of a receipt, for financial advice if considering changing arrangements.

16 ADJUSTMENT OF ALLOWANCES

16.1 Adjustment of allowances (apart from expense related allowances) or other entitlements which move in line with base rates of pay will be effected in accordance with the quanta of the salary adjustment; ie: 9% from the commencement of the Agreement.

17 ADJUSTMENT OF EXPENSE RELATED ALLOWANCES

17.1 The Expense Related Allowances contained in this Agreement are the minimum allowances payable. The CEO may increase the rates of allowances payable. Further information regarding these allowances is contained in ARPANSA's guide to pay and conditions of employment shown at Annex 6.

18 CATEGORIES OF EMPLOYMENT

- 18.1 Categories of APS employment are set out in *sub-section 22(2)* of the *Public Service Act 1999* and are not governed by this Agreement. Employees engaged in the category in *sub-section 22(2)(c)* of the *Public Service Act 1999* for duties that are irregular or intermittent, are referred to in this Agreement as casual employees.
- 18.2 Casual employees engaged by ARPANSA will not be employed for more than six weeks in any single period of engagement. Casual employees will not be entitled to any form of paid leave except Long Service Leave or other leave entitlements required by the *Fair Work Act 2009*. Casual employees will be paid an additional loading at the rate of 25% in lieu of paid leave except long service leave and public holidays not worked.
- 18.3 The usual basis for engagement in ARPANSA is as an ongoing employee. A person may be engaged as an employee on a full-time or part-time basis
- 18.4 Further information is contained in ARPANSA's recruitment and probation guidelines.

19 UNIFIED CLASSIFICATION STRUCTURE

- 19.1 ARPANSA's unified classification structure below the Senior Executive Service level is as follows:

Operational Classifications

Approved APS Classification

APS Level 1

APS Level 2

APS Level 3

APS Level 4

APS Level 5

APS Level 6

Executive Level 1

Executive Level 2

Local Designation

ARPANSA Level 1

ARPANSA Level 2

ARPANSA Level 3

ARPANSA Level 4

ARPANSA Level 5

ARPANSA Level 6

ARPANSA Executive Level 1

ARPANSA Executive Level 2 [Lower]
ARPANSA Executive Level 2 [Upper]

Training Classifications:

Approved APS Classification

Local Designation

ARPANSA Graduate (ARPANSA Broadband Levels 3 – 5)

- 19.2 **ARPANSA Graduate Broadband:** The ARPANSA Graduate Broadband encompasses ARPANSA Levels 3 to 5.
- 19.3 **Work Level Standards:** Work Level Standards (WLS) describe the value of work at each of the eight APS classification levels and maintain the integrity of the work value and qualification requirements. ARPANSA will continue to apply the most relevant WLS.
- 19.4 **Qualifications:** The CEO may specify mandatory qualifications, being qualifications which are directly commensurate with the duties of the classification and consistent with WLS. Employees and where they choose their representatives will be consulted on any changes to the mandatory qualifications specified for duties within ARPANSA.

20 BROADBANDING

- 20.1 Within six-months of this Agreement coming into operation, the parties agree to examine the viability and effectiveness of introducing broadbanded classifications within ARPANSA. Any broadbanding arrangement agreed to by the parties will, to the extent possible, be implemented by no later than 31 March 2012.
- 20.2 Any broadbanding arrangements introduced will be consistent with the *Public Service Classification Rules 2000* and have regard to the following principles:
- a broadband may be created where two or more sequential classifications can be allocated to a group of duties;
 - any broadband will be developed in consultation with employees and, where they choose, their representatives;
 - approval for the creation of a broadband is required from the CEO and a majority of affected employees before being introduced; and
 - employees' and their representatives will be consulted about the purpose and specific arrangements for a broadband before it is created.

21 METHOD OF PAYMENT

- 21.1 Employees will have their salary paid fortnightly in arrears by electronic funds transfer into a nominated account with a financial institution of their choice.
- 21.2 An employee's fortnightly salary will be calculated using the following formula:
- Fortnightly Salary = $\frac{\text{Annual Salary} \times 12}{313}$

22 SALARY ON ENGAGEMENT

- 22.1 When an employee is engaged by ARPANSA, salary will be payable at the minimum pay point of the salary range applicable to the classification, unless the CEO authorises payment of salary above the minimum of the salary range, having regard to the experience (including at or above that classification), qualifications and skills of the employee and his or her prospective contribution to ARPANSA.

23 SALARY ON MOVEMENT

- 23.1 Where an external transferee to ARPANSA is in receipt of a salary that does not have a direct translation point in the ARPANSA pay scales, the salary payable to the employee will be the next highest pay point within the ARPANSA salary range for that classification.
- 23.2 Where an external transferee to ARPANSA is in receipt of a salary that exceeds the highest pay point of the ARPANSA salary range for that classification, the CEO may authorise continued payment at the employee's previous substantive salary until such time as the salary differential is absorbed by ARPANSA pay increases. Salary maintenance under this provision does not constitute promotion beyond the employee's existing classification.

24 SALARY ON TEMPORARY ASSIGNMENT OF DUTIES

- 24.1 In accordance with the provisions of *section 25* of the *Public Service Act 1999*, the CEO may determine the duties of an APS employee and the place or places at which the duties are to be performed (assignment of duties).

- 24.2 Where an employee is temporarily assigned duties of a higher classification, salary will normally be payable at the minimum pay point of the salary range of the higher classification unless the CEO authorises payment of salary above the minimum of the salary range.
- 24.3 The allowance mentioned in sub-clause 24.2 is not normally payable where the period of assignment of temporary duties is less than two weeks. In those circumstances, it would be expected that the duties to be performed would be shared amongst the employees including the Section Head and/or Branch/Office Head within the relevant Branch or Section as necessary.
- 24.4 Notwithstanding sub-clause 24.3, where a Branch/Office Head provides advice to the CEO that, shared arrangements over the two week period are inappropriate (for whatever reason), the CEO may put in place arrangements to direct an employee to perform the full range of duties and be paid the appropriate allowance for the short-term period.
- 24.5 Where an employee is temporarily assigned duties of a higher classification for a total period of 12 months (in continuous or broken periods) and for which he/she receives the allowance mentioned in sub-clause 24.2, the employee will be entitled to move to the next pay point within the salary range for the higher classification subject to continuing satisfactory performance. The employee will be entitled to remuneration at this pay point during any subsequent periods of temporary assignment to the higher classification until a further entitlement for pay point progression at the higher classification level is achieved.
- 24.6 An employee who is on a temporary assignment of duties and is granted paid leave or who observes a Public Holiday will continue to receive the temporary assignment of duties allowance during that absence. The allowance will not be paid beyond the date on which the employee ceases his/her temporary assignment of duties.

25 SALARY ON PROMOTION

- 25.1 Where an employee is promoted, salary will be payable at the minimum pay point of the salary range of the promotion classification unless the CEO authorises payment of salary above the minimum of the salary range. However, where the employee's substantive salary prior to promotion was equal to or exceeded the minimum pay point of the salary range of the promotion classification, salary will be payable at the next highest point within the salary range of the promotion classification.
- 25.2 Where the promotee has previously been paid salary at a higher pay point in the salary range for the promotion classification, including for periods of temporary assignment of duties, salary on promotion will be at the equivalent pay point in the promotion classification.
- 25.3 An employee who is promoted will have included, for the purpose of calculating the pay point advancement date, any previous periods of temporary assignment of duties to the new [or higher] classification. This applies whether or not the employee was on temporary assignment to the new classification at the time of promotion.

26 SALARY ON REDUCTION

- 26.1 Where an employee, requests in writing, to temporarily undertake duties at a lower classification, the CEO may determine, in writing, that the employee shall be paid at the pay point applicable to the lower classification for the period specified in the request.
- 26.2 Where an employee is assigned duties at a lower classification, salary will be determined by the CEO as though service at salary points which exceeded the minimum of the lower classification was service in the lower classification.

27 SALARY ADVANCEMENT PROVISIONS FOR TRAINING CLASSIFICATIONS

27.1 ARPANSA Graduate Broadband:

- 27.1.1 Employees engaged or reassigned duties as a locally designated ARPANSA Graduate at the APS Level 3 classification will undertake a one year prescribed course of training as determined by the CEO;
- 27.1.2 Following successful completion of the prescribed course of training, the Graduate will advance to the ARPANSA APS Level 4 classification. Following a further period of 12 months experiential learning at the ARPANSA APS Level 4 classification or such lesser period as determined by the CEO, and subject to the Graduate's performance being assessed as at least satisfactory in the Graduate's APDS, the Graduate will advance to the ARPANSA APS Level 5 classification within the broadband.

28 ALLOWANCE PAYABLE ON MOVEMENT TO THE GRADUATE BROADBAND

- 28.1 Where an employee moves to a classification, within the Graduate Broadband, the employee is entitled, where relevant, to an allowance to bring their salary up to the level they received immediately prior to the movement, or the maximum salary of the Graduate Broadband classification to which the employee would be advanced on successful completion of the training, whichever is the lower, for the period the employee remains within the Graduate Broadband classification.

29 SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH A DISABILITY

- 29.1 The provisions for supported payments for employees with a disability engaged by ARPANSA are shown at Annex 2.

30 PAY POINT ADVANCEMENT

- 30.1 Pay point advancement for all employees covered by this Agreement will be determined in accordance with the provisions of ARPANSA's Performance Development System (APDS).
- 30.2 An employee will progress one pay point within his or her approved classification after 12 months of service at a particular pay point provided the employee has:
- completed the requirements of the APDS; and
 - the supervisor has recommended pay point advancement after assessing the employee's performance as at least satisfactory; and
 - if relevant to the requirements of the duties of the employee, the employee has satisfied any qualification prescriptions or advancement barriers determined by the CEO.
- 30.3 The CEO may authorise the progression of more than one pay point after 12 months of service at a particular pay point as long as the requirements as outlined at sub-clause 30.2 have been met and the employee's performance on their most recent APDS has been greater than satisfactory.

31 EXECUTIVE LEVEL 2 UPPER DESIGNATION

- 31.1 Noting the specific professional skills and abilities required by a small number of positions within ARPANSA below the SES classification, the Executive Level 2 classification will be made up of two designations comprising an Executive Level 2 [Lower] and an Executive Level 2 [Upper].

- 31.2 **Advancement between levels:** There will be an “advancement barrier” between the Executive Level 2 [Lower] and Executive Level 2 [Upper] designations and ongoing movement to the Executive Level 2 [Upper] designation can only occur following external advertising and a merit selection process.

32 TEMPORARY ASSIGNMENT OF DUTIES TO THE SES CLASSIFICATION

- 32.1 The provisions of this clause will apply to employees’ temporarily assigned duties at the Senior Executive Service (SES) classification, to the extent that they are not inconsistent with clause 24.
- 32.2 For employees' temporarily assigned duties at the SES classification, the CEO will determine an appropriate allowance within the SES remuneration framework which the employee will be paid for the duration of the temporary assignment.
- 32.3 Employees who have been temporarily assigned duties at the SES classification will have their SES salary regarded as salary for the purposes of calculating travelling and meal allowances during their period of assignment to the SES classification.

33 SALARY PACKAGING

- 33.1 All ARPANSA employees covered by this Agreement will have access to salary packaging. For further information regarding salary packaging employees should contact People and Culture.

34 PAYMENT ON DEATH OF AN EMPLOYEE

- 34.1 Where an employee dies, or the CEO has directed that an employee will be presumed to have died on a particular date, payment may be made to the dependents 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. Any monies owing to the Commonwealth as a result of advanced annual leave credits will be waived. Long service leave credits will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.

PART 3 FLEXIBLE WORKING ARRANGEMENTS

35 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 35.1 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the arrangement deals with the provisions of either clause 13 or 14 or both, of this Agreement;
 - (b) the arrangement meets the genuine needs of ARPANSA and employee in relation to the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the CEO and employee.
- 35.2 The CEO must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under *section 172* of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under *section 194* of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 35.3 The CEO must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 35.4 The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 35.5 The CEO 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 CEO and employee agree in writing — at any time.

PART 4 ALLOWANCES – SALARY RELATED

36 FIRST AID, FIRE WARDEN, WORKPLACE HARASSMENT AND HEALTH & SAFETY REPRESENTATIVES ALLOWANCES

36.1 Where an employee:

- possesses a current first aid certificate and has continuing ability commensurate with that qualification, and the CEO has assigned the employee first aid responsibilities; or
- has successfully undertaken relevant fire warden training and the employee is appointed as a Fire Warden by the CEO; or
- has successfully undertaken relevant training and the employee is appointed as a Workplace Harassment Contact Officer by the CEO; or
- has been elected as a Health & Safety Representative under the *Occupational Health and Safety Act 1991*;

he or she shall be paid an allowance of \$35.90 per fortnight. This amount is fixed for the life of the Agreement. This allowance is a recognised allowance for superannuation purposes and will be paid during all periods of annual leave, long service leave and paid personal leave

36.2 An employee may not receive payment for more than one of the allowances specified in sub-clause 36.1.

37 ALLOWANCE FOR OFFICE DISABILITIES

37.1 The CEO will seek to prevent employees from being subjected to any “*office disabilities*”. In situations where “*office disabilities*” occur at a particular ARPANSA location due to unavoidable or other particular circumstances, affected employees may be paid a disability allowance of \$27.90 per day should alternative options such as additional leave not be available. This amount is fixed for the life of the Agreement.

37.2 Where employees are temporarily relocated, the temporary location will not be the “*usual place of work*” for the purposes of excess travelling time (Annex 3 refers).

37.3 ARPANSA will consult with its employees and where they choose their representatives, with the view to taking all reasonably practicable efforts to reach agreement regarding the applicability of this clause in relation to what constitutes disabilities and its effect. However, the CEO will ultimately decide on the applicability of this clause. Further information is contained in ARPANSA’s *Workplace Disruption Allowance guidelines*.

PART 5 ALLOWANCES - OTHER

38 OVERTIME MEAL ALLOWANCE

- 38.1 **No meal break:** An employee who works overtime after the end of ordinary hours of duty for the day, to the completion of or beyond a meal period, without a break for a meal, will be paid a meal allowance of \$32.50 in addition to any overtime. This amount is fixed for the life of the Agreement.
- 38.2 **Meal period:** A meal period will mean the following periods:
- 7.00am. to 9.00am;
 - 12 noon to 2.00pm;
 - 6.00pm. to 7.00pm; and
 - midnight to 1.00am.
- 38.3 **Local arrangements:** Substituted meal periods can be utilised upon agreement between the CEO and the majority of affected employees or the CEO and an individual employee. Such an agreement will provide for four meal allowance periods in each 24-hour cycle.
- 38.4 **Meal Allowance:** 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, breaks for a meal and is not entitled to payment for that break;
 - is required to perform duty on a Saturday, Sunday or public holiday, in addition to the employee's ordinary hours of duty, extending beyond a meal break and is not entitled to payment for that meal break;
 - is required to perform duty for a continuous period of at least one hour outside standard hours; or
 - is required to perform duty for a continuous period to the completion of, or beyond a meal period.

39 LOSS OR DAMAGE TO CLOTHING OR PERSONAL EFFECTS

- 39.1 Where an employee incurs loss of, or damage to, clothing or personal effects, and the loss or damage can be reasonably associated with the employee's performance of their duties, the CEO may approve reimbursement to the employee if satisfied that the claim is legitimate. The CEO may request the production of supporting documentation if considered necessary.

40 ARPANSA DISABILITIES ALLOWANCE

- 40.1 **Eligibility:** This allowance applies to ARPANSA employees engaged in trade-based activities at the ARPANSA Level 3 classification (APS 3).
- 40.2 **Rate:** An ARPANSA Level 3 employee to whom this clause applies shall be paid a disabilities allowance at the rate of \$3.30 for every hour he or she is required to undertake trade based activities. This amount is fixed for the life of the Agreement.

41 PUBLIC AFFAIRS OFFICER EQUIPMENT

- 41.1 Where an employee undertaking the duties of a Public Affairs Officer regularly uses his or her own equipment (eg VCRs, VDUs, cameras, etc.) for official purposes, the CEO may authorise reimbursement of reasonable costs of consumables and maintenance of that equipment.

PART 6 PERFORMANCE MANAGEMENT

42 PERFORMANCE DEVELOPMENT SYSTEM

42.1 ARPANSA's *Performance Development System* (APDS) is integral to the Agency delivering organisational objectives and outcomes and is a key component in ARPANSA's overall management framework. APDS will operate on a financial year basis and is aimed at improving and managing individual performance to meet both the employee's learning and development needs (and career aspirations, as appropriate) and the skill needs of ARPANSA.

42.2 The objectives of APDS are:

- to provide a framework through which employees can contribute more effectively to the achievement of ARPANSA's corporate objectives through their contribution to achieving ongoing and specific Branch/Section objectives;
- to improve employees understanding of their work responsibilities and the performance and ethical standards expected of them;
- to ensure that individual employees discuss and understand how their performance is measured against the agreed objectives;
- to improve communication and facilitate a more structured and constructive feedback mechanisms between managers and their employees;
- to provide opportunities for individual employees to identify their learning and development needs and to devise, with their managers, plans to address those needs and develop appropriate skills;
- to provide a mechanism for salary point advancement; and
- to provide a consistent and structured process for performance management.

42.3 **Joint responsibility:** Each employee and their supervisor are jointly responsible for developing a APDS agreement and ensuring feedback regarding performance is part of ongoing activities, including the opportunity for informal upwards feedback. Supervisors will apply a "*no surprises*" principle to keep employees regularly informed of their performance throughout the APDS cycle.

42.4 In recognition of participation in the APDS, employees covered by this Agreement, will be entitled to an annual bonus of \$300. Payment is conditional upon 90% of employees covered by this Agreement having completed an APDS agreement with the review finalised immediately after the financial year. The People and Culture Section will advise employees of progress against the 90% target being achieved at least 4 weeks prior to the end of year assessment.

42.5 The employees APDS forms part of their personal records and is subject to ARPANSA's policy on the storage and security of personal information.

43 LEARNING AND DEVELOPMENT

43.1 ARPANSA will continue to provide funding in real terms to support a comprehensive learning and development program during the life of this Agreement. ARPANSA will continue to operate its study assistance scheme. A range of support will be offered for studies aligned with priorities identified in the employees individual development needs of employees identified through the APDS process.

- 43.2 **Professional and technical development:** The CEO is committed to recognising and supporting the professional and technical expertise of all employees through appropriate learning and development activities.
- 43.3 **Studybank:** The CEO recognises the role of relevant external studies in enhancing the knowledge and skills of employees and will build on the strengths of its study assistance scheme as articulated in the *Studybank Guidelines*. A range of support will be offered for studies aligned with priorities identified in ARPANSA's learning and development framework (sub-clause 43.1) and clearly linked to the individual development needs of employees identified through the APDS process.

44 MANAGING UNDERPERFORMANCE

44.1 **Application:** The provisions of this clause do not apply to:

- employees during a period of probation;
- non-ongoing employees; or
- employees being case managed due to a suspected breach of the code of conduct, identified medical condition/injury or loss of essential qualifications.

44.2 **Definition:** Underperformance means work performance which is below the standard reasonably expected by ARPANSA for the classification level of the employee. Branch/Office Heads/supervisors will advise employees of this general standard in the context of setting yearly work agreements. The material contained in any job description, selection criteria, work level standards, and other approved documents relating to the job requirements, including APDS documentation will assist in determining the appropriate standard.

44.3 **Principles:** The underperformance framework is designed to:

- be streamlined and efficient;
- restore performance of the employee to an acceptable level;
- have regard to the individual circumstances of the employee, including any health issues;
- have regard to natural justice and procedural fairness;
- include learning and development as the focus for improving performance;
- have active performance management as an integral part of the workplace culture; and
- require performance measures and standards to be clearly defined.

44.4 **Performance standards:** Through the APDS, ARPANSA is committed to creating a work environment in which satisfactory work performance is clearly defined, understood and acknowledged. Supervisors will ensure that employees are provided with information about the standard of work performance expected, consistent with ARPANSA Work Level Standards, and that regular and specific feedback about the standard of their work performance is provided. Employees will be provided with appropriate support from supervisors in meeting expected performance standards.

44.5 **Assessment period:** Where the supervisor is of the view that the employee has not achieved an acceptable standard of work performance the supervisor may recommend to the CEO that a formal warning be given to the employee specifying a time frame of three-months for the employee to attain and sustain the required standard of work performance. During this time the employee should receive regular verbal and written feedback

44.6 **The process:** The processes to be followed in the management of underperformance are contained in the ARPANSA pay and conditions of employment shown at Annex 6.

44.7 **Personal support:** An employee may be accompanied by a person of their choice during any part of the proceedings.

45 MANAGING BREACHES OF THE APS CODE OF CONDUCT

45.1 Suspected breaches of the *APS Code of Conduct* will be dealt with under ARPANSA's procedural requirements, established in accordance with the *Public Service Act 1999* for determining whether an employee has breached the *APS Code of Conduct*.

45.2 Sanctions for breaches of the *Code of Conduct* are as set out in the *Public Service Act 1999*. Further information is contained in ARPANSA's *Procedures for Determining Breaches of the Code of Conduct*.

46 MANAGING UNAUTHORISED ABSENCE FROM DUTY

46.1 The CEO may terminate, under *sub-section 29(3)(c)* of the *Public Service Act 1999*, the employment of an ongoing employee not subject to a probationary period, if the employee fails to provide just cause for:

- a continuous unauthorised absence of 28 calendar days; or
- unauthorised absences aggregating to 20 working days in a 12-month period.

46.2 The provisions applicable to an employee subject to a period of probation, in relation to termination of employment, are set out in *sub-section 22(6)* and *paragraph 29(3)(f)* of the *Public Service Act 1999*.

46.3 Where the CEO considers that termination of employment on the grounds of unauthorised absence from duty may be appropriate, the CEO will:

- notify the employee in writing that the CEO is considering terminating his/her employment; and
- invite the employee to provide reasons in writing, within 14 days of issue of that notice, why this action would not be reasonable.

46.4 After considering any comments by the employee, including no response, the CEO will advise the employee in writing of the decision and the reasons for the decision.

PART 7 WORK ENVIRONMENT

47 MANAGEMENT OF ILL AND INJURED EMPLOYEES

47.1 The parties to this Agreement agree that effective strategies for managing ill and injured employees contribute significantly to improving productivity and achieving ARPANSA goals and objectives. In achieving these objectives, ARPANSA supports:

- a positive and sensitive approach by supervisors and managers to the health problems of ill and injured employees, which provides, where appropriate, for structured occupational rehabilitation programs in cases where attendance or work performance is affected by illness or injury; and
- the effective management of ill and injured employees to reduce the need for employees to be absent on personal leave (sick leave), reduce the likelihood of termination due to physical or mental incapacity and minimise associated administrative and compensation costs.

47.2 In circumstances where an employee is entitled to compensation under the *Safety, Rehabilitation and Compensation Act 1988*, ARPANSA will apply its *Rehabilitation and Compensation Policy*.

47.3 Where an ill or injured employee is not entitled to compensation under the *Safety, Rehabilitation and Compensation Act 1988*, ARPANSA will apply its *Fitness for Continued Duty Policy*.

48 EMPLOYEE ASSISTANCE PROGRAM

48.1 The CEO will provide a paid, strictly confidential, professional counselling, assistance and referral program aimed at helping employees deal with personal problems that may affect the way they do their jobs. This program will be available to all employees covered by this Agreement, their spouses, partners or dependants.

48.2 Extra care dependant costs: Subject to sub-clause 48.3, the CEO may authorise the reimbursement of reasonable expenses arising from additional dependent care arrangements incurred because:

- the employee is required to travel away from his/her normal work location for business purposes;
- the employee is directed to work additional hours or to attend a conference or training course outside the employee's regular hours of work; or
- other special circumstances exist which the CEO considers justifies the payment of reasonable expenses arising from additional dependent care responsibilities.

48.3 Reimbursement of such expenses would be subject to the employee obtaining prior approval to the arrangement from the CEO.

49 WORKPLACE DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITY

49.1 ARPANSA and its employees are committed to creating an inclusive environment, which respects, values and uses the contributions of people with different backgrounds, experiences and perspectives. During the life of this Agreement ARPANSA will review and implement a new *Workplace Diversity Program* in accordance with legislative requirements.

- 49.2 Commitment to Indigenous Australian employees: To ensure that the knowledge and skills of Indigenous Australian employees are recognised and valued, ARPANSA is committed to:
- the recruitment, development and retention of Indigenous Australian employees wherever possible;
 - the development of strategies aimed at utilising the unique knowledge and skills of Indigenous Australian employees; and
 - the identification and redress of specific workplace issues or needs that affect Indigenous Australian employees.
- 49.3 ARPANSA acknowledges that employees who are parents and/or guardians may need to bring their child(ren) to the workplace on occasions for caring purposes when other arrangements are not available. In recognition of this ARPANSA will continue to provide employees with access to a Carers Room in accordance with the ARPANSA *Carers Room Guidelines*.
- 49.4 Facilities for nursing mothers: During the life of this Agreement ARPANSA will make arrangements to provide suitable facilities at its Miranda and Yallambie offices for employees who are nursing mothers to breastfeed or express milk. Suitable facilities will include:
- a lockable area that is clean, hygienic and private;
 - comfortable seating;
 - access to facilities for washing hands and equipment; and
 - adequate refrigeration space for storage of expressed milk.
- Nursing mothers are entitled to take lactation breaks when and where possible. ARPANSA will encourage the support of managers and colleagues for nursing mothers.
- 49.5 As a means of eliminating or preventing any workplace discrimination, including sexual harassment and bullying within the Agency, ARPANSA will take steps to ensure that employees are trained in and understand what may constitute unlawful behaviour in terms of workplace discrimination including sexual harassment and bullying.

50 OCCUPATIONAL HEALTH AND SAFETY

- 50.1 ARPANSA is committed to providing a safe and healthy work environment for all employees, free from bullying and harassment, including providing return to work opportunities for ill and injured employees, consistent with all legislative obligations. Further information is available in ARPANSA's occupational health and safety (OH&S) policy and agreement, made in consultation and agreement with employees and, where they choose, their representatives.
- 50.2 Influenza vaccinations: Between the first of March and the thirty first of May of each calendar year the CEO will make arrangements for employees who wish to receive an influenza vaccination to do so at ARPANSA expense. Employees wishing to obtain a free injection should use the service arranged. If the vaccination is arranged privately, and providing the vaccination was received between the first of March and the thirty first of May of that calendar year, a reimbursement will be provided and will be limited to the actual cost of the influenza vaccine and not include any other fees.

- 50.3 **Eyesight testing:** Eyesight testing may be necessary where employees are engaged in:
- tasks involving screen-based equipment (SBE); and/or
 - undertaking specialised work tasks which require particular visual acuity not normally, required for general tasks (eg. microscopy).
- 50.4 Employees are entitled to retesting every year unless symptoms occur which indicate that earlier testing is necessary. Employees applying for testing more frequently than at yearly intervals should support their application with medical evidence.
- 50.5 For other tasks which require particular visual acuity (other than screen-based work) the range of tests, testing procedures and reimbursement levels will be set by the Director, Legal and Corporate Services
- 50.6 If billed directly, the CEO agrees to meet both the costs of:
- an initial screening and where required, a full vision examination by an optometrist;
 - the initial examination, and the review examination, where either or both are required by an ophthalmologist.
- 50.7 The CEO agrees that the reasonable cost of prescribed spectacles associated with SBE will be met, where they are certified as necessary to achieve vision to perform tasks associated with SBE, and/or undertake specialised work tasks which require particular visual acuity not normally required for general tasks (eg. microscopy), provided no claim has been made to a private health insurance scheme and the original receipt is forwarded to People and Culture.
- 50.8 Reasonable cost limits are shown in Table below. These amounts are fixed for the life of the Agreement.

Reimbursement of Spectacle Costs – Reasonable Limits

SPECTACLE TYPE	COST LIMIT
<i>Single vision spectacles</i>	Up to \$228.00
<i>Bifocal or multifocal lenses</i>	Up to \$375.00

- 50.9 Employees are responsible for costs associated with normal visual requirements, eg: reading, driving, and costs in excess of the reasonable limit amounts specified in sub-clause 50.8.

PART 8 PARTICIPATIVE WORK PRACTICES

51 CONSULTATION

- 51.1 For the purpose of regulation 2.09 of the *Fair Work Regulations 2009*, this term applies if:
- (a) the CEO has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on ARPANSA employees.
- 51.2 The CEO must notify the relevant employees of the decision to introduce the major change.
- 51.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 51.4 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 CEO of the identity of the representative;
 - (c) the CEO must recognise the representative.
- 51.5 As soon as practicable after making his/her decision, the CEO 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 CEO 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.
- 51.6 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 51.7 The CEO must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 51.8 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to ARPANSA, the requirements set out in sub clause 51.2, 51.3 and 51.5 are taken not to apply.
- 51.9 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 CEO'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.

51.10 In this term, relevant employees mean the employees who may be affected by the major change.

52 CONSULTING ON WORKPLACE ISSUES

52.1 In addition to the formal consultation arrangements detailed above, ARPANSA is committed to consulting directly with employees and, where employees choose, their representatives on issues relating to the implementation and operation of this Agreement and all issues affecting their entitlements and conditions of employment, including guides, guidelines, policies and procedures.

53 STAFF CONSULTATIVE FORUM

53.1 In addition to the formal consultation arrangements as provided at clause 51, ARPANSA will continue to support employees' participation fora at the branch and section level. The ARPANSA Staff Consultative Forum (SCF) shall continue during the life of this Agreement. The objectives of the SCF are to provide a consultative environment which:

- promotes constructive workplace relations within ARPANSA;
- facilitates the exchange of information and promote an understanding of management and employees and employee representatives issues;
- provides a forum for consultation and open discussion between management and employees and, where they choose their representatives, about proposed changes including:
 - major changes in structures, organisation, technology, operation, composition and/or size of ARPANSA's workforce;
 - market testing or contracting out of any of ARPANSA's operations; or
 - the skill mix and abilities required to meet new and emerging work force requirements.
- facilitates the exchange of information with the aim of resolving any differences in a mutually acceptable manner; and
- ensures that employees can raise issues of concern and have them considered in a substantive manner.

53.2 The terms of reference of the SCF shall be in accordance with the Forum's approved *Operating Procedures and Guidelines*.

54 REVIEW OF ACTIONS AFFECTING INDIVIDUALS

54.1 **Commitment:** Employees may access both informal and formal processes to resolve a matter in the workplace. The informal processes are intended to complement the dispute resolution procedure in this Agreement and the review of action provisions under *section 33 of the Public Service Act 1999*.

- 54.2 **Support person:** At an individual level, an employee may choose to have a support person accompany them in one-on-one discussions with a manager(s) where there are issues of concern about their employment.

55 DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

55.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards; or
- (c) an OH&S matter, including but not limited to, bullying and harassment.

this term sets out procedures to settle the dispute.

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

55.3 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.

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

55.5 Fair Work Australia may deal with the dispute in 2 stages:

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

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

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

55.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the CEO to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or

- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

PART 9 BALANCING WORK AND PERSONAL LIFE

56 WORKING FLEXIBLY

- 56.1 The parties to the Agreement agree to work cooperatively to ensure that workplace arrangements that provide employees with more flexible working arrangements (eg: regular part-time work, job sharing, flextime and working from home), flexible leave arrangements and development opportunities.
- 56.2 The parties to the Agreement agree that an employee's pattern of working hours under this Agreement must ensure that the operational needs of ARPANSA are met. Important considerations when employees and supervisors consider the pattern of working hours will be the impact on external and internal clients, the particular work group, other ARPANSA employees and the personal needs of the employee.
- 56.3 The parties to the Agreement agree that Branch/Office Heads and supervisors will minimise the extent to which employees are required to work excessive hours. In those circumstances where work pressures result in an employee being required to work, or likely to work, excessive hours over a significant period, the supervisor will review workloads and priorities in consultation with the employee, including appropriate strategies for addressing the situation.
- 56.4 Prior to cessation of employment, employees will be given the opportunity to balance their flextime debits or credits. Where the employee has a flextime credit at cessation, arrangements will be made to include payment for these credits at ordinary time rates with any final monies due to the employee. In cases where the employee has a flextime debit at the time of cessation, these will be recovered from the final monies due to the employee.

57 HOURS OF WORK

- 57.1 **Ordinary hours of duty:** The ordinary hours of duty for full time employees will be 147 hours each 4 week period (the settlement period). An employee and their manager may agree on an alternative settlement period and pattern of hours subject to hours of work averaging 36 hours 45 minutes per week or 7 hours 21 minutes per day. During periods where employees are not actually at work; eg: public holidays or periods of leave excluding flex leave, employees will record 7 hours 21 minutes a day on their record of attendance for the purposes of calculating hours worked within a settlement period.
- 57.2 The standard ARPANSA day applying to full time employees is from 8.30am to 4.51pm with a one hour meal period from 12.30pm until 1.30pm (standard hours).
- 57.3 **Span of hours:** Ordinary hours of duty are within the limits of 7.00am and 7.00pm, Monday to Friday. However, an employee will not be expected to work more than 10 hours on any day (inclusive of meal breaks) and/or more than five consecutive hours without a meal break of at least 30 minutes.
- 57.4 **Unauthorised absence:** Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available (after appropriate measures have been taken by the employee's supervisor to determine whether or not there were legitimate reasons for the absence) until the employee resumes duty or is granted leave.

58 RECORDING ATTENDANCE

- 58.1 **Recording attendance:** An employee must record the actual times of his or her arrival for and departure from duty.

59 FLEXTIME

- 59.1 **Flextime:** Flextime is a system of working hour arrangements which allow all ARPANSA employees up to and including APS Level 6 employees to vary their working hours, patterns and arrangements to provide maximum organisational flexibility that benefits the employee, clients and ARPANSA. ARPANSA's *Flextime Policy* sets out the terms and conditions of how flextime is administered within ARPANSA.

- 59.2 **Operation:** Flextime will operate in ARPANSA subject to the provisions of this clause and ARPANSA's *Flextime Policy*, unless the CEO:

- considers it necessary, because of essential work requirements based on a demonstrable business case, for an employee or group of employees in a workplace to revert to the hours of a standard day for a period. In these situations, the CEO will consult with the affected employees and where they choose their representatives; or
- removes an employee from flextime for a specified period because that employee has failed to comply with the provisions of flextime.

- 59.3 **Part-time employees:** Part-time employees may access ARPANSA's flextime scheme and, with the approval of their Branch/Office Head or supervisor, vary their pattern of hours within the span of hours of the settlement period. A short-term variation to hours of work during the settlement period will not be taken into account when calculating the employee's next paid leave accruals. Subject to the agreement of his/her Branch/Office Head or supervisor, a part-time employee may increase or decrease his/her hours of work during a settlement period either for a finite period or on an ongoing basis, subject to minimum attendance requirements.

60 EXECUTIVE LEVEL EMPLOYEES WORKING ARRANGEMENTS

- 60.1 **Working hours:** For statutory purposes, the specified hours of work for Executive Level employees shall be an average of 36 hours and 45 minutes per week.

- 60.2 Executive Level employees will be on duty and will be available at all such times as is reasonably necessary to achieve agreed outcomes, and as dictated by workload or Government needs.

- 60.3 Except under the conditions outlined in sub-clauses 68.4, 68.7 and Annex 4 of this Agreement, Executive Level employees are not entitled to overtime payment.

- 60.4 While it is acknowledged that Executive Level employees often work additional hours, and may be required to be on duty at irregular hours, to complete priority work, the supervisors of such employees have a responsibility to minimise the extent to which extra hours are worked.

- 60.5 Executive Level employees are required to keep a record of their actual working hours.

- 60.6 **Flexible working hours:** Executive Level employees may not access the benefits of ARPANSA's *Flextime Policy*.

- 60.7 In order to allow Executive Level employees to balance their work and family lives, these employees may vary their daily working hours, within the constraints of sub-clause 57.2 and by agreement with their supervisors.
- 60.8 In recognition of the commitment to ARPANSA shown by Executive Level employees' and where operational requirements permit, supervisors in consultation with Branch/Office Heads, may authorize time off for such employees in recognition of additional hours worked. Such absences do not need to be covered by official leave.

61 WORKED CONTINUOUSLY

- 61.1 The ordinary hours of duty will be worked continuously, except for meal breaks which are unpaid. Meal breaks should not be regarded as breaking continuity.
- 61.2 Five-hour break: An employee should not work for more than 5 hours without a meal break of at least 30 minutes.

62 TIME OFF IN LIEU

- 62.1 Time off may be granted in lieu of the overtime entitlement provided for under this Agreement if the supervisor and the employee agree, on an "hour for hour" basis with an entitlement to a residual payment, or on a penalty time basis. For example, 3 hours' time off plus three hours' pay at 0.8 times, in lieu of three hours' overtime at 1.8 time-off in lieu of pay.
- 62.2 **Not granted:** Where "*time off in lieu*" of a payment has been agreed, and the employee has not been granted that time off within 4 weeks or another agreed period due to operational requirements, payment of the original entitlement will be made.

63 MAKE UP TIME

- 63.1 An employee may elect, with the consent of the CEO, to work "*make-up time*". Make up time is where an employee takes time off during ordinary hours, and works those hours at a later time. The agreement reached will be recorded in the time and wages records kept by the CEO in accordance with Division 3 of the *Fair Work Regulations*.

64 PART-TIME EMPLOYEES

- 64.1 All ARPANSA employees may be employed as part-time employees for an agreed number of hours per week which is less than the ordinary hours of duty specified in this Agreement. Part-time employees will receive, on a pro rata basis, equivalent remuneration and other conditions of employment to those of a full-time employee. In relation to expense-related allowances, the employee will receive entitlements specified in the relevant clauses of this Agreement.
- 64.2 Proposals for part-time employment may be initiated by ARPANSA for operational reasons or by an employee for personal reasons. No pressure will be exerted on full-time employees to convert to part-time employment or to move to other duties to make way for part-time employment. The written agreement of a full time employee will be obtained before the employee's hours are varied
- 64.3 Where a proposal for part-time hours is initiated by an employee, the CEO will have regard to the personal reasons put by the employee in support of the proposal and to ARPANSA's operational requirements. The CEO will advise the employee in writing of the outcome of his/her proposal within three weeks of the application being submitted.

64.4 Before part-time duty commences, a notice in writing will specify:

- the prescribed weekly hours of duty;
- the pattern of hours to be worked including starting and finishing times on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee;
- the pattern of hours specified under the second dot point above will be no less than 3 hours per day of attendance or an alternative agreed period and will be continuous on any one day;
- the prescribed weekly hours and the pattern of hours specified under the first and second dot points above will not be varied, amended or revoked without the consent of the employee. Any agreed variation, amendment or revocation to the regular pattern of hours will be recorded in writing; and
- where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the notice in writing will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to full-time hours unless a further period of part-time employment is approved by the CEO.

64.5 **Temporary movement from part time duties to full time duties:** Where a part-time employee is temporarily re-assigned full-time duties for a specified period, the employee will be treated as a full time employee for all purposes under this Agreement for the period of temporary re-assignment.

64.6 The employee will revert to the part time hours as specified under sub-clause 64.4 at the expiration of the temporary re-assignment.

65 MATURE AGE EMPLOYEES

65.1 In keeping with ARPANSA's commitment to work/life balance, flexible working arrangements such as part time work and other provisions contained in this Agreement can be suitable for use by mature age employees as a means to assist their transition to retirement. Employees are encouraged to explore these flexibilities as a means of extending their work lives.

65.2 Managers will consider flexible working arrangements, including phased-in retirement; postponed retirement and options to return to work post-retirement, as a means of retaining mature age employees who might otherwise choose to leave ARPANSA.

66 WORKING FROM HOME

66.1 Where it is considered appropriate; eg: in the interest of greater efficiency, the CEO may, on a case by case basis, agree to an employee performing part of his or her ordinary weekly hours at home. Such an agreement will be in accordance with *ARPANSA's Home Based Work Policy and Guidelines*.

66.2 The payment of Motor Vehicle Allowance to an employee based at home under ARPANSA's home-based working arrangements will be calculated from the employee's office-based site.

66.3 The payment of excess travelling time to an employee based at home under ARPANSA's home-based working arrangements will be calculated from the employee's office-based site.

66.4 Employees who are permitted to work part of their duties at home may also be provided with ARPANSA equipment, including computer hardware and software for use at home.

67 WORKING FROM HOME ALLOWANCE

- 67.1 An employee is eligible for a mobile phone allowance of \$10 per fortnight and/or a broadband allowance of \$10 per fortnight in the following circumstances:
- (a) where a Home Based Work Application has been approved where the duration of the time approved to work from home exceeds one day per week; or
 - (b) where directed to work from home by the employee's Branch/Office or Section Head; or
 - (c) where directed to work from home to accommodate dislocation caused by the building renovation project for a period not less than two continuous days.
- 67.2 The allowance will not apply where ARPANSA has provided the employee with a mobile phone and/or a laptop including provision for internet access.

68 OVERTIME

68.1 General conditions:

- **Performance:** Subject to the following dot point (unreasonable hours), an employer may require an employee to work reasonable overtime at overtime rates;
- **Unreasonable hours:** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - any risk to the employee's health and safety;
 - the employee's personal circumstances including family responsibilities;
 - the operational needs of ARPANSA;
 - the notice (if any) given by ARPANSA of the overtime and by the employee of his or her intention to refuse it;
 - whether the additional hours are on a public holiday;
 - the number of hours worked by the employee over the four weeks ending immediately before the request to work the additional hours; and
 - any other relevant matter.
- **Direction:** Overtime is to be worked by prior direction, or if circumstances do not permit prior direction, subsequent approval in writing.
- **Use of taxis for after hours work:** Where it is appropriate to do so, a Branch/Office Head or supervisor may, having regard to the *Overtime Taxi Policy* and ARPANSA's overall OH&S responsibilities; authorise an employee who has performed additional duty to travel home in a taxi at ARPANSA's expense.
- **Part-time employees:** In the case of part-time employees who occupy classifications below the salary barrier:
 - overtime will be paid for all duty performed which is not continuous with an employee's ordinary hours as prescribed at sub-clause 64.4;
 - overtime will be paid for all duty performed on any day which is continuous with an employee's ordinary hours as prescribed at sub-clause 64.4 which in whole or in part, falls outside the period 8.00am to 6.00pm, where the employee also completes the ordinary hours of duty on that day; and

- overtime will be paid for duty which is continuous with an employee's ordinary hours, which falls wholly within the period 8.00am to 6.00pm and which exceeds, in any one week, that employee's prescribed weekly hours as prescribed at sub-clause 64.4.

68.2 **Definition:** Duty may be considered overtime where the employee is directed to undertake it; and

- the duty that is performed is in excess of 7 hours 21 minutes on any one day, Monday to Friday; or
- it is performed on Monday to Friday outside standard hours/agreed day; or
- it is performed on a Saturday, Sunday or Public Holiday.

68.3 **Rates:** All overtime will be paid at the rate of 1.8 times the employee's ordinary hourly rate of pay.

68.4 **Part-time employees above barrier:** In the case of part-time employees in a classification above the salary barrier, extra duty will be paid at the employee's normal hourly rate in respect of duty performed outside the ordinary hours as prescribed at sub-clause 64.4, subject to the total of ordinary hours of duty and extra duty not exceeding:

- on any day a maximum of 7 hours and 21 minutes ordinary and extra duty as applicable to an equivalent full-time employee; and
- in any week a maximum of 36 hours 45 minutes ordinary and extra duty as applicable to an equivalent full-time employee.

68.5 Rest relief after overtime:

68.5.1 **Rest break:** An employee who works so much overtime as to have not had at least 8 consecutive hours off duty plus reasonable travelling time:

- between the termination of ordinary hours of duty on any day, and the commencement of ordinary work on the next day; or
- on a Saturday, Sunday or a Public Holiday, not being an ordinary working day, in the 24 hours preceding ordinary commencing time on the employee's next ordinary day

will be granted time off under sub-clause 68.5.2.

68.5.2 **Time off:** Where the provisions of sub-clause 68.5.1 apply, an employee will:

- be allowed to leave work after such overtime for a period of eight consecutive hours off duty, plus reasonable travelling time, and will suffer no loss of pay for ordinary working time occurring during the employee's absence.

68.5.3 **Reduced rest period:** If an employee is required to resume or continue work, without having had time off duty in accordance with sub-clause 68.5.2:

- payment at double ordinary time rates will be made to the employee for time worked until the requirements of sub-clause 68.5.2 are met.

68.5.4 **Emergency duty:** The provisions of sub-clauses 68.5.2 and 68.5.3 do not apply to overtime worked in the circumstances covered by clause 69 (Emergency Duty) unless the actual time worked is at least three hours on each call.

68.5.5 **Above barrier:** The provisions of sub-clause 68.5 will not apply to employees who are ineligible for overtime due to the salary barrier.

68.5.6 **Duty over midnight:** Where an overtime attendance, not continuous with ordinary hours of duty, involves duty both before and after midnight, the minimum payment provisions of this sub-clause 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.

68.6 **Four hour minimum:** The minimum payment for each separate overtime attendance, which is not continuous with ordinary hours of duty, will be four hours at the prescribed overtime rate.

68.7 **Above barrier employees ineligible:** Unless there are exceptional circumstances, employees above the salary barrier (ie: Executive Level employees) will not be eligible to receive payment for overtime.

69 EMERGENCY DUTY

69.1 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 hours of duty, the employee will be paid for such 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 under this sub-clause will be two hours at double time

69.2 **Above barrier employees ineligible:** Unless there are exceptional circumstances, employees above the salary barrier (ie: Executive Level employees) will not be eligible to receive payment for emergency duty.

70 RESTRICTION DUTY

70.1 **Restriction direction:** An employee may be directed to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of duty, subject to payment under this sub-clause.

70.2 **Payment eligibility:** Payment will be subject to the following conditions:

- the restriction situation will be imposed by prior written direction, or subsequently approved in writing;
- the provisions of clause 69 (Emergency Duty) will not apply where an employee is recalled to duty while restricted; and
- where an employee who has been placed on restriction duty is not contactable or available to perform extra duty outside of the employee's ordinary hours of duty, he or she will not be paid the restriction allowance for the period they are not contactable or available.

70.3 **Payment rate:** An employee who is required to remain contactable and available to perform extra duty outside the employee's ordinary hours of duty will, subject to sub-clause 70.2, be paid an allowance at a rate of 9% of the employee's hourly rate of salary for each hour restricted.

- 70.4 **Salary barrier:** In situations where exceptional circumstances exist; eg: maintaining ARPANSA's IT platform, the CEO may approve payment under this clause to an employee above the salary barrier (ie: Executive Level employees). In these circumstances, the annual salary component of the payment rate at sub-clause 70.3 will be the maximum salary payable to an APS Level 6.
- 70.5 **Supplementary payment:** Notwithstanding the payment rate specified at sub-clause 70.3, where an employee is restricted over the Christmas/New Year shutdown they will receive an additional fixed amount of \$112 per day (refer sub-clause 84.1). This amount is set for the life of the Agreement.
- 70.6 **Minimum payment - duty not at work:** 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.
- 70.7 **Minimum payment - duty at work:** Where an employee who has been restricted outside the employee's normal hours is recalled to duty at a place of work, payment in accordance with the relevant overtime provisions will be made subject to a three hour minimum payment.

71 SHIFTWORK

- 71.1 **Introduction:** Whilst employees would normally be required to work "*ordinary hours of duty*" as set out at clause 57 of the Agreement, ARPANSA may introduce shift work for a limited and specified period to enable the Agency to respond to an identified national or international crisis or emergency situation such as the 2011 Japanese nuclear crisis which required 24-hours a day coverage; 7-days per week (ie: 24/7).
- 71.2 The introduction of shift work is not intended to replace an employee's entitlement to have their fortnightly salary supplemented through the working of approved overtime and/or emergency duty in order to meet ARPANSA's operational or emergency needs. In other words, shift work will only be introduced to meet specific circumstances as outlined at sub-clause 71.1 above and following the agreed consultative arrangements as set out at clauses 51 and 52 of the Agreement.
- 71.3 Prior to the introduction of any shift working arrangements, ARPANSA will consult with affected employees and the parties to the Agreement about the need for, and the expected duration of, the shift work.
- 71.4 **Standard shift working hours:** A standard shift roster will be structured to comprise of no more than 8 hours duration. Where an employee is required to work shift work in addition to the standard shift roster duration of 8 hours, the additional hours shall be paid at the overtime rate of 1.8 as set out in clause 68 of the Agreement.
- 71.5 In addition to sub-clause 71.4 above, where an employee performs shiftwork for more than the ordinary hours of duty over a settlement period, the employee will be paid overtime at the rate of 1.8 for any additional time worked. The total duration of working hours (shift work plus overtime) must not exceed 12 hours.
- 71.6 **Shift work – meal breaks:** An employee will not be required to work more than five hours continuously without taking a meal break. Each meal break shall be a minimum of 30 minutes. An employee may be given further breaks in addition to the agreed meal breaks.

- 71.7 **Introduction of shift work rostering arrangements:** In developing shift working rosters, ARPANSA will consult with the affected employees and the parties to the Agreement, in order to reach agreement on implementation arrangements. Shift rosters will specify the commencing and finishing times of each shift. The commencing and finishing times of shifts may be varied with the agreement of the affected employees and their representatives.
- 71.8 **Shift work – penalty rates:** Employees working shift work, any part which falls within the span of hours of 7:00am to 7:00pm as set out by clause 57 of the Agreement, are entitled to a shift penalty loading of fifteen percent of the salary for the duration of that shift.
- 71.9 Employees working shift work which falls wholly outside the span of hours of 7:00am to 7:00pm are entitled to a shift loading of thirty percent of the salary for that shift.
- 71.10 Employees working shift work which occurs between 7:00pm on Friday and 7:00am Monday, are entitled to be paid at double time for shift duty performed during this period.
- 71.11 Employees working shift work which occurs on a public holiday, are entitled to be paid at double time and a half for the shift duty performed.
- 71.12 **Shift loading summary:** The following table details the shift loading penalties that will be applied in the event of shift work arrangements being introduced within ARPANSA.

Rostered shift working hours	Penalty rate (shift loading)
Shift work; any part of which falls within the weekly span of hours of 7:00am to 7:00pm;	15%
Shift work which falls wholly outside the weekly span of hours of 7:00am to 7:00pm;	30%
Shift work performed on a weekend (from 7:00pm on Friday until 7:00am on Monday);	100%
Shift work performed on a public holiday;	150%

- 71.13 **Payment of shift loading during annual leave:** Where an employee proceeds on annual leave which was approved before the introduction of the shift working arrangements, the employee will be paid the loadings for the shifts he/she would have worked had they not taken leave.
- 71.14 **Cessation of shift work – notice period:** Where a shift work arrangement as detailed in sub-clause 71.4 ceases, then a notice period of 7 days will be given to provide the employee (s) concerned sufficient time to adjust to their standard fortnightly salary. In the event that notice period is less than 7-days, ARPANSA will pay the relevant shift penalty the employee would have received but for the cessation of the shift working arrangement for the balance of the 7-day period.

71.15 **No concurrent payment:** Shift loadings will not be paid in conjunction with any other penalty payment or determination for the same shift, unless the duration of the shift exceeds 8-hours where the additional time is compensable.

PART 10 LEAVE ARRANGEMENTS AND PUBLIC HOLIDAYS

72 PORTABILITY OF ACCRUED ANNUAL LEAVE AND PERSONAL LEAVE

- 72.1 All existing accrued annual leave and personal leave entitlements of current ARPANSA employees will be recognised.
- 72.2 Where an employee joins ARPANSA on or after the date of commencement from an employer staffed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999* or from the ACT Government Service, accrued annual leave and personal/carers leave (however described) will be transferred, provided there is no break in continuity of service.

73 ANNUAL LEAVE

- 73.1 **Entitlement:** Employees will be entitled to 20-working days paid annual leave for each full year of service which will be credited on a pro-rata basis at the end of each pay fortnight. Employees have access to the annual leave entitlement as it accrues, subject to approval. Such approval shall not be unreasonably withheld.
- 73.2 **In advance:** If the Branch/Office Head or supervisor and employee agree, annual leave up to a maximum of 4 weeks may be taken in advance of the employee becoming entitled to the leave.
- 73.3 **Half pay annual leave:** Employees may seek approval to take their accrued annual leave at half pay on the basis that one day of annual leave is equivalent to two days of annual leave at half pay. The granting of annual leave on half pay is subject to the discretion of the Branch/Office Head.
- 73.4 Annual leave will be calculated in accordance with the following formula:

$$\frac{A \times B \times C}{D}$$

Where:	A	=	Ordinary hours of hours per week for period;
	B	=	No. of calendar days to count as service in period;
	C	=	A basic Annual Leave entitlement of 4 weeks;
	D	=	Number of calendar days in the year;

- 73.5 Any annual leave credits in excess of six weeks are called “*excess annual leave credits*”.
- 73.6 Where employees have excess annual leave credits on 1 October in each year, they will be required to use these excess credits as soon as practicable. Where employees do not proceed on annual leave immediately after 1 October and do not have an agreed leave management plan in place, they will be directed to take up to a quarter of their accumulated annual leave credits. Any such direction to take annual leave will be a “reasonable direction” having regard to all the circumstances of the matter. Following this period of annual leave, an employee who still has a annual leave credit above six weeks, should make arrangements with his or her supervisor to reduce any remaining annual leave to six weeks as soon as practicable.
- 73.7 The CEO may defer the commencement of the compulsory leave under sub-clause 73.6 where the employee, in conjunction with their supervisor and Branch/Office Head, develop an agreed leave management plan to manage the reduction of the excess annual leave credits.

- 73.8 **Annual leave on a public holiday:** Annual leave will not be debited where an employee is on approved annual leave on a public holiday, which the employee would have otherwise observed. Where the employee is on approved annual leave on half-pay on a public holiday, there will be no deductions from the employee's annual leave credit and salary will be at full pay for the day.
- 73.9 **Effect of leave without pay:** Where an employee is granted leave without pay not to count as service, annual leave will not accrue during the period of absence unless the leave is granted for personal, developmental training or for employment in the interests of ARPANSA.
- 73.10 **Shiftworkers:** Shiftworkers will be entitled to an additional half a day paid leave for each Sunday rostered, up to a maximum of 5 days per year. A rostered overtime shift of 3 hours or more which commences on or ceases on a Sunday will count in the calculation.
- 73.11 **Antarctic service:** An employee who serves for a complete year in Antarctica or its vicinity as part of, or with, an Australian expedition to Antarctica is entitled to an additional 20 days' paid annual leave. Employees with more than 30 calendar days but less than a year of service will receive a pro rata entitlement.
- 73.12 **Part-time employees:** Where a part-time employee's accrued annual leave credit provides less than the amount of annual leave available to an equivalent full-time employee, the part-time employee may elect to take the balance of the leave as leave without pay to count as service for all purposes.
- 73.13 **Payments in lieu on separation:** In the event of separation from ARPANSA for any purpose (other than a move to another APS Agency), an employee is to be paid out using the employee's final rate of salary, including any allowances that would have been paid to the employee during periods of annual leave.
- 73.14 **Special or extenuating circumstances:** Subject to agreement between the employee and his or her Branch/Office Head or supervisor, annual leave may be used where:
- the employee has a long-term illness; and
 - has exhausted all his or her paid personal leave; and
 - has applied for annual leave.

74 ADDITIONAL PURCHASED LEAVE [48/52]

- 74.1 **Entitlement:** Employees may elect to purchase one, two, three or four week's additional leave per year with the approval of their Branch/Office Head. Consistent with the provisions prescribed for other forms of leave, approval to purchase additional leave will be subject to ARPANSA's operational requirements.

75 PERSONAL LEAVE

- 75.1 **Entitlement:** An ongoing employee is entitled to the following amount of paid personal leave:
- 18 days on and from the date of engagement of an ongoing nature and on completion of each 12 month period of service thereafter;
 - an employee in receipt of compensation for more than 45 weeks will accrue personal leave on the basis of hours actually worked;

- a part-time employee's personal leave entitlement of 18 days will be converted to hours and minutes, based on the employee's prescribed weekly hours of duty as specified under sub-clause 64.4 as of the day of accrual.

75.2 **Unused entitlements:** Personal leave entitlements, which are unused at the completion of the year, will accumulate.

75.3 **Non-ongoing employees:** On commencement, a non-ongoing employee will receive a personal leave credit on a pro rata basis commensurate with the period of their temporary employment. For example, an employee engaged for a six month period would receive a personal leave entitlement of nine days (ie: 6 x 1.5 days for each completed month).

75.4 Employees must advise their supervisor of their absence or their intention to be absent as soon as practicable.

75.5 Personal leave may be granted in the following circumstances:

- where the employee is ill or injured;
- to care for members of the employee's family or household who are ill or injured;
- for the purpose of an unexpected emergency affecting a member of the employee's immediate family or household; or
- for compelling personal reasons, including family responsibilities.

75.6 Unless otherwise agreed by the Branch/Office Head, no more than 4 consecutive days of personal leave may be taken without satisfactory medical or other evidence; eg: a certificate from a registered health practitioner in accordance with *Division 5 Part 2* of the *Fair Work Act 2009*.

75.7 The CEO may approve the anticipation by the employee of the next accruing personal leave credit where the employee has exhausted all available personal leave.

75.8 Where the employee has exhausted his or her entitlements to paid Personal Leave, the employee may take up to two days unpaid Carer's Leave in accordance with *Section 102* of the *Fair Work Act 2009* on each occasion that a member of the employee's immediate family or household requires care or support because of personal illness or injury or an unexpected emergency affecting the member arises.

75.9 **Effect of leave without pay:** Absences totalling more than 30 calendar days which do not count as service will defer the employee's next accrual by one day for each day's absence.

75.10 **Maximum:** There is no limit to the maximum continuous amount of personal leave which may be granted for absences due to personal illness, injury, or carers responsibilities, subject to available credits, medical certification and, if required, the opinion of a registered health practitioner nominated by ARPANSA.

75.11 **Termination of employment due to physical or mental incapacity:** An employee will not, without his/her consent, have his/her employment terminated due to inability to perform duties because of physical or mental incapacity before the employee's full-pay personal leave credits have expired.

75.12 An employee who has had his or her APS employment terminated on invalidity grounds and is subsequently re-engaged as a result of actions taken under s75 of the *Superannuation Act 1976*, is entitled to be credited with personal leave equal to the balance of sick and special leave, or equivalent leave types, he/she had in credit at the time of termination.

75.13 Unused Personal Leave will accumulate, but cannot be paid out on separation.

75.14 **Personal leave on annual leave and/or long service leave:** An employee who is medically unfit for duty while on annual leave or long service leave (LSL) including part-day absences, and who produces satisfactory medical evidence may apply for personal leave. Annual leave or LSL will be re-credited to the extent of the period of personal leave granted.

75.15 **Personal leave without pay:** Personal leave without pay may be granted where paid personal leave credits are exhausted. Such leave will count as service for all purposes. In exceptional circumstances, and at the employee's request, an employee may be granted personal leave without pay while paid credits remain.

75.16 **Further information:** Other provisions relating to Personal Leave are in accordance with ARPANSA's Guide to Pay and Conditions of Employment which is shown at Annex 6.

76 COMPASSIONATE LEAVE

76.1 **Entitlement:** Employees, other than casual employees, are entitled to paid compassionate leave in accordance with *section 104* of the *National Employment Standards* of two days on each occasion that a member of the immediate family or household contracts or develops an illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life or dies. Compassionate leave may be taken in accordance with *section 105* of the *National Employment Standards*

76.2 Casual employees are entitled to unpaid compassionate leave in accordance with *section 106* of the *National Employment Standards*.

77 BEREAVEMENT LEAVE

77.1 **Entitlement:** Employees, other than casual employees, are entitled to paid bereavement leave of 3 days on each occasion of the death of a member of the employee's immediate family or household or the death of a partner, foster parent, step-parent, guardian or foster child of the employee. Bereavement leave may be taken in accordance with *section 105* of the *National Employment Standards*. In exceptional circumstances, and at the employee's request, the CEO may grant additional leave for bereavement leave purposes. Such leave may be with or without pay. Bereavement leave is non-cumulative.

77.2 Casual employees are entitled to unpaid bereavement leave in accordance with *section 106* of the *National Employment Standards*.

78 WAR SERVICE SICK LEAVE

78.1 **Entitlement:** Employees may be eligible to be granted war service sick leave while unfit for duty because of a war-caused condition.

78.2 A war-caused condition means an injury or disease of an employee that has been determined under the *Veterans' Entitlements Act 1986* to be war-caused or defence-caused.

78.3 Employees are allotted a nine week, once only, special credit of war service sick leave on commencement of ongoing employment in the APS. If the employee was eligible for war service sick leave during a previous period of APS employment, on rejoining the APS the special credit allotted will be any special credit that remained unused on the final day of the employee's previous APS employment.

- 78.4 In addition to the special credit, ongoing employees are allotted a three-week credit of war service sick leave on commencement, and yearly after each subsequent 12 months' service. Unused annual credits will accumulate, subject to a maximum annual credit balance of nine weeks. If the employee was eligible for war service sick leave during a previous period of APS employment, on rejoining the APS any unused accrued annual credits can be brought forward, subject to the maximum annual credit of nine weeks.
- 78.5 Approval of a grant of war service sick leave will be subject to the provision of a medical certificate stating the nature of the medical condition and a statement from the Department of Veterans' Affairs advising that the medical condition is a war-caused condition.
- 78.6 Leave from annual credits may not be granted until the special credit has expired.
- 78.7 Where an employee's war service sick leave credits have expired, personal leave provisions will apply.
- 78.8 War service sick leave counts as service for all purposes.

79 DEFENCE RESERVE LEAVE

- 79.1 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. (*Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve Service (Protection) Act 2001.*)
- 79.2 An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required:
- During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements;
 - With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves;
 - Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.
- 79.3 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.
- 79.4 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.
- 79.5 Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 79.6 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

80 PARENTAL LEAVE

- 80.1 **Application:** In addition to any paid parental leave prescribed in the sub-clauses below, employees will be entitled to a maximum of 24 months unpaid parental leave.
- 80.2 **Maternity Leave:** Maternity leave is available to an employee for her absence from the workplace on the birth of her child/children. Employees covered by this Agreement will be entitled to maternity leave on the terms as apply in the *Maternity Leave (Commonwealth Employees) Act 1973*, including access to 12 weeks paid maternity leave where eligible.
- 80.3 **Additional ten weeks:** An employee will also receive an additional ten weeks paid leave to be taken immediately following the paid period of maternity leave provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*, to count for service for all purposes. The CEO will approve spreading the additional period over 20 weeks at a rate no less than half normal pay. If payment for 10-weeks is spread over 20-weeks only the first 10-weeks is to count as service. An employee is not eligible for leave under this sub-clause unless they have completed at least 12-months of continuous qualifying service.
- 80.4 **Paid period of Maternity Leave at half pay:** The CEO will approve spreading the payment for the paid period of absence under the *Maternity Leave (Commonwealth Employees) Act 1973* over a maximum period of 24 continuous weeks at a rate no less than half normal pay. The additional period of paid leave beyond the mandatory absence of 12 weeks specified in the *Maternity Leave (Commonwealth Employees) Act 1973* will not count as service for any purpose.
- 80.5 **Special maternity leave:** Where the expecting mother experiences a pregnancy related illness, or if her pregnancy ends within 28 weeks of expected birth, she will be granted paid personal leave for the period of leave as set out in the medical certificate. If personal leave credits are exhausted, the remainder of leave will be unpaid.
- 80.6 **Flexible work arrangements for parents:** An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12-months of continuous qualifying service. The CEO may waive this requirement in exceptional circumstances.
- 80.7 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 reasonable expectation of continuing employment on a regular and systematic basis.
- (Note: The term “long term casual employee” is defined at section.12 of the *Fair Work Act 2009*).
- 80.8 A request made in accordance with sub-clause 80.6 must be in writing and set out details of the change sought and the reasons for the change. The CEO 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.
- 80.9 For the purposes of sub-clause 80.6.
- “qualifying service” means service that is recognised for redundancy pay purposes;
 - “casual” means an employee engaged on a irregular or intermittent basis.

80.10 **Access to part-time employment:** An employee returning to duty from maternity leave will, on application to the CEO, be given access to part-time employment up until the child reaches school age.

80.11 **Parental (partner) leave:** Within 12 months of the birth or adoption or fostering of a child, an employee who is the child's non-primary care giver and stands in a domestic or household relationship with the child is entitled to be granted six weeks paid miscellaneous leave. The CEO may approve leave for a non-primary care giver not residing with the child.

80.12 **Adoption/foster leave:** Within 12 months of the adoption/foster of a child, an employee who will be the primary care giver will receive 22 continuous weeks' paid miscellaneous leave. The paid miscellaneous leave may commence up to two weeks prior to assuming responsibility for the child. The CEO may approve spreading the additional period over 44 weeks at a rate no less than half normal pay. An employee is not eligible for leave under this sub-clause unless they have completed at least 12-months of continuous qualifying service.

80.13 **Pre adoption/fostering leave:** Employees in the process of adopting/fostering of a child may take up to two days paid leave (under miscellaneous leave provisions) to attend any interviews or examinations required to obtain adoption/fostering approval.

80.14 **Employer superannuation payments during unpaid parental leave:** Where an employee is on unpaid parental leave (including unpaid maternity, adoption, or foster carer's leave) and their existing superannuation fund rules do not already provide for such payments, ARPANSA will continue to pay the employer contribution to superannuation as if that employee was not on unpaid parental leave.

80.15 **Return to work after parental leave:** 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 exists – 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 provisions applying to any placement.

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

- if the employee was moved to safe duties because of the pregnancy – immediately before the move; or
- if 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.

81 LONG SERVICE LEAVE

81.1 **Authority:** The entitlement to long service leave is provided for under *the Long Service Leave [Commonwealth Employees] Act 1976*.

81.2 To provide for more flexible access to long service leave, noting that the leave is intended to provide employees with a substantial break from work after a period of continuous long service, leave may be granted for a minimum period of seven calendar days

82 MISCELLANEOUS LEAVE

- 82.1 **Intention:** The intention of miscellaneous leave is to provide flexibility to supervisors/managers and employees by providing leave that may be made available, either with or without pay, for a variety of purposes.
- 82.2 **Granting leave:** Miscellaneous leave may be granted by the CEO, having regard to the operational needs of ARPANSA, including for purposes that the CEO considers to be in the interests of ARPANSA.
- 82.3 **Conditions:** Leave may be granted:
- for the period requested or for another period;
 - with or without pay; and
 - subject to conditions.
- 82.4 **Leave with pay:** Miscellaneous leave with pay may be granted by the CEO in, but not limited to, the following circumstances:
- Studybank;
 - to attend Blood Bank;
 - requirement to undertake jury service;
 - participation in major international sporting events;
 - adoption/fostering leave;
 - attendance at Fair Work Australia (FWA) proceedings arising from industrial disputation;
 - attendance at short courses which do not fall within the internal and external learning and development frameworks;
 - attendance at industrial proceedings when summonsed as a witness; and
 - for short term volunteer purposes.
 - uplift/delivery of furniture and effects for employees whose duties are reassigned in the public interest;
 - household emergencies - for the period needed to secure the property and prevent further damage;
 - natural disasters - causing late arrival or non-attendance;
 - occasions when the employee's home is partly or wholly uninhabitable for health and safety reasons as the result of a disaster.
- 82.5 **Community service leave:** The CEO may grant leave to employees for emergency services duties, including leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties.
- 82.6 **Extraordinary circumstances:** In addition to the circumstances listed above, the CEO may grant leave to employees in recognition of extraordinary circumstances. Examples of the types of circumstances are the involvement of employees in state of emergency situations such as bushfires, floods and earthquakes.

- 82.7 **Career break leave:** Career break leave is for the purposes of refreshment and renewal to employees who have completed at least 5 years service in the ARPANSA.
- 82.8 Subject to operational requirements, employees who have completed a minimum of 5 years service in ARPANSA may take up to 30 working days leave without pay. The leave counts as service and only one grant of career break leave will be approved within any 5 year period after the initial completion of 5 years service.
- 82.9 **Miscellaneous leave for cultural, ceremonial and NAIDOC purposes:** ARPANSA recognises the obligations placed on employees to participate in ceremonial activities and other cultural obligations. To allow employees to meet obligations and participate in these activities, the following leave provisions are provided:
- two days leave with pay each year to participate in NAIDOC Week activities or other cultural or ceremonial events under the miscellaneous leave provisions;
 - three months unpaid leave each year under the miscellaneous leave provisions to fulfill cultural obligations. This leave will not count as service for any purpose.
- 82.10 **Leave without pay:** Miscellaneous leave without pay may be granted by the CEO in, but not limited to, the following circumstances:
- personal and development training where academic studies are undertaken;
 - parental (partner) leave;
 - days of cultural or religious significance for employees;
 - ceremonial or NAIDOC leave;
 - accompanying a partner on a posting;
 - non APS employment which is in the interests of ARPANSA;
 - other purposes where other types of paid leave may have been exhausted; and
 - long term volunteer purposes.
- 82.11 **Not to count as service:** Miscellaneous leave without pay will not count for service for any purpose with the following exceptions:
- leave for personal and development training; and
 - leave for non APS employment which is in the interests of ARPANSA.
- 82.12 **Personal and development training:** In order for absence on miscellaneous leave without pay for:
- personal and development training; and
 - leave for non APS employment which is in the interest of ARPANSA
- to count as service for personal and long service leave, the employee must resume duty with ARPANSA at or before the expiration of the leave.
- 82.13 **Return to duty:** On return to duty, leave credits will be calculated and applied. In the case of personal/carers leave, an assumed usage of five days per year for the period of absence will be used in calculations.

83 PUBLIC HOLIDAYS

83.1 **Recognised public holidays:** Employees will observe all public holidays prescribed under the *Fair Work Act 2009*, and any other day, or part-day, declared or prescribed under a law of a State or Territory to be observed generally within a State or Territory or a region of State or Territory. In addition, employees will be entitled to an additional day between Christmas and New Year. The additional day is to be treated as a public holiday for the purpose of this Agreement. Examples of public holidays observed include:

- New Year's Day;
- Australia Day;
- Good Friday and the following Saturday* and Monday;
- ANZAC Day;
- the relevant Queen's Birthday observance day;
- the relevant labour day or equivalent*;
- Christmas Day;
- Boxing Day.

* if declared or prescribed by or under a law of a State or Territory.

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.

83.2 With the exception of casual employees, employees will be paid as if that day were not a public holiday. Where a casual employee would normally be rostered to work on the public holiday that casual employee will be paid as if that day were not a public holiday.

83.3 **Cultural or religious holiday's substitution scheme:** The CEO 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. Examples of public holidays observed include:

- New Year's Day;
- Good Friday and the following Saturday and Monday;
- Christmas Day; and
- Boxing Day.

83.4 **Make up time for substituted day:** Where an employee cannot work on the day for which a substituted holiday has been granted, he or she will make up that time through mutual agreement with their supervisor in consultation with their Branch/Office Head, without entitlement to payment for additional duty.

83.5 **Part time employees:** Part time employees normally not working on the days of the week on which annual Christmas/New Year shutdown and early stand down occur will not be entitled to alternative time off duty.

84 CHRISTMAS/NEW YEAR SHUTDOWN

84.1 ARPANSA will observe a Christmas/New Year shutdown each year. Employees may be absent from duty without deduction from any leave credits as shown in the following table:

Where Christmas Day falls on:	Additional Days
Sunday	Friday, 23 December, Wednesday, 28 December, Thursday, 29 December, Friday, 30 December and Tuesday, 3 January.
Monday	Friday, 22 December, Wednesday, 27 December, Thursday, 28 December, Friday, 29 December and Tuesday, 2 January.
Tuesday	Monday, 24 December, Thursday, 27 December, Friday, 28 December, Monday, 31 December and Wednesday, 2 January.
Wednesday	Friday, 27 December, Monday, 30 December, Tuesday, 31 December, Thursday, 2 January and Friday, 3 January.
Thursday	Wednesday, 24 December, Monday, 29 December, Tuesday, 30 December, Wednesday, 31 December and Friday, 2 January.
Friday	Thursday, 24 December, Tuesday, 29 December, Wednesday, 30 December, Thursday, 31 December and Monday, 4 January.
Saturday	Friday, 24 December, Wednesday, 29 December, Thursday, 30 December, Friday, 31 December and Tuesday, 4 January

84.2 For the purpose of sub-clause 84.1, the additional days observed over the Christmas/New Year shutdown shall be regarded as Public Holidays for all purposes.

PART 11 TRAVEL AND RELOCATION ENTITLEMENTS

85 DOMESTIC AIR TRAVEL

- 85.1 **Class of travel:** Employees who are required to travel between centres in Australia for official purposes will be entitled to travel at “economy class”. ARPANSA may approve a higher standard of travel where it is satisfied that special circumstances warrant the higher standard.
- 85.2 **Equipment luggage:** Where an employee undertaking domestic travel on a regular basis and requires use of personal equipment (eg: luggage) to fulfil his or her work responsibilities, especially in non-capital city locations, the CEO shall authorise reimbursement of reasonable costs of such personal equipment.

86 OVERSEAS AIR TRAVEL

- 86.1 **Class of travel – travelling time of 12 hours or less:** Employees who are required to travel overseas for official purposes on a short-term mission where the journey by air is 12 hours or less, will be entitled to travel at “premium economy class”. If no equivalent standard is provided, travel will be at “business class”.
- 86.2 **Class of travel – travelling time of more than 12 hours:** Where an employee is required to travel overseas for official purposes where the journey by air is more than 12 hours, the employee will be entitled to travel at “business class”.
- 86.3 For the purposes of sub-clause 86.1 and 86.2, the duration of overseas travel will be calculated from the scheduled time of departure to the scheduled arrival time at the final destination of the trip. For example, where the total travel time, including stopovers is 12 hours or less, the employee will travel “premium economy class”. If no equivalent standard is provided by the overseas carrier, travel will be “business class”.
- 86.4 **Airline lounge access:** Where an employee travels overseas for official purposes and the class of travel does not allow for access to the appropriate Airline Club lounge, the employee will be entitled to Airline Club membership paid by ARPANSA or reimbursement of their membership subscription where they are already a member, in any year in which they are required to travel overseas on official business on behalf of ARPANSA.
- 86.5 **Election to travel at a lesser standard:** In circumstances where the employee is required to travel overseas for official purposes, the employee may elect to travel at a lesser standard to that contained within clause 86.1 or 86.2. Where this occurs, the financial difference in fares between the standard allowable under this agreement and the lesser standard of travel elected by the employee will be retained by the employee’s Branch for use by branch staff on additional overseas travel. In addition, ARPANSA will pay an airline club membership nominated by the employee who elects to travel at a lesser standard.
- 86.6 **Recall to duty:** ARPANSA will support the recall to duty of an employee to attend a conference or seminar whilst on annual leave overseas providing it can be demonstrated that the attendance would be of mutual benefit to both ARPANSA and the employee. If approved, the employee would be entitled to have all annual leave credits for the duration of time spent at the conference or seminar re-credited as well as all expenses incurred reimbursed.

86.7 **Limit to liability:** ARPANSA's liability will be limited to the cost of the appropriate class of air travel by the direct route, or the cost of travel by the direct route at the standard of travel actually used on the indirect route, whichever is the lesser. "Direct route" means the route with the lowest overall cost.

86.8 **Rest periods:** ARPANSA will ensure that the approved itinerary of an employee includes appropriate rest periods. If, in the course of a short-term mission, an employee undertakes a journey by air with a travelling time of more than 12 hours, the employee will not be required to attend for duty until he or she has had a reasonable opportunity to recuperate (a rest period) at the destination or during a stopover en route.

86.9 Provided the employee went directly to his or her accommodation, it would be reasonable to expect the rest period to commence on arrival at his/her accommodation. Where, for operational reasons, it is not possible for the employee to immediately avail him or herself of a rest period, the rest period can be taken within a week of the employee's return to duty in Australia.

86.10 The total duration of rest periods at the destination and en route will not exceed:

- 48 hours in the case of travel:
 - between Australia and Europe, the Middle East, Africa, the West Indies, South America or Central America (including Mexico);
 - eastwards from Australia to North America; or
 - westwards to Australia from North America (excluding British Columbia, Washington State, Oregon and California); and
- 24 hours in any other case.

86.11 **Travelling time for purpose of rest periods:** Travelling time for a journey on a short-term mission is a reference to the period that:

- begins at the latest permitted airport check-in time for the scheduled time of departure from the locality where the journey originates; and
- ends at the scheduled time of arrival at the locality that is the destination of the journey.

86.12 The travelling time for a journey does not include any rest period or period of leave or stopover at a locality at which an employee is not required to perform duty.

86.13 **Effect of stopover on rest period:** If an employee has an unavoidable stopover during a journey on a short-term mission, the employee is not entitled to a rest period unless the CEO is satisfied, having regard to:

- the duration and locality of the stopover;
- the duration of travel to and from the locality where the stopover occurs; and
- any other factor relevant to the employee's travel,

that the stopover is not equivalent to the grant of a rest period to the employee.

87 TRAVEL ALLOWANCES

87.1 **Travel rates:** Current rates for travel related allowances are listed in the ARPANSA's guide to pay and conditions of employment shown at Annex 6. The CEO will review and adjust as necessary Travel Allowance (TA) rates on 1 July each year, up to the maximum non-acquittable amount required for taxation purposes.

- 87.2 **Eligibility for travelling allowance:** Employees who are required to travel for official purposes which require an overnight absence will be entitled to TA in respect of: meals and incidental expenses. TA will be paid in accordance with the rates advised in the Chief Executive's Instructions (CEI's). TA is in addition to the cost of conveyance.
- 87.3 **Accommodation and travel allowance:** In relation to accommodation, allowances will not be provided. ARPANSA will, in consultation with the parties, appoint a panel of hotels in most cities that employees travel to and will settle the cost of the accommodation directly with that property. Where no arrangement in a particular city or town exists, the traveller and Travel Officer will agree on a suitable standard of accommodation to be paid by ARPANSA for that location. At all times, the standard of accommodation will be appropriate to that expected by a professional employee.
- 87.4 **Travel in excess of three weeks:** Where an employee is required by ARPANSA to work away from their usual place of work on official business for a period in excess of three weeks, it is expected that the CEO and the employee will negotiate an agreed package of assistance to meet the additional costs incurred as a result of the employee being temporarily relocated. Further information is contained in ARPANSA's guide to pay and conditions of employment shown at Annex 6.
- 87.5 **Additional payment where excess costs incurred:** The CEO will, subject to the presentation of receipts, authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the allowance. This would include expenses incurred at the employee's home locality and where the employee is in receipt of an allowance in sub-clause 87.3 above. Where possible, prior approval should be obtained by the employee before incurring the expense.
- 87.6 **Part-day travelling allowance:** Employees required to be absent from their usual place of work on official business for a period of not less than 10 hours but not absent overnight, may be paid an allowance of \$55.80.
- 87.7 **Illness while travelling:** Where an employee falls ill or is injured while travelling on official business and subsequently takes leave, return journey costs will be provided to the employee on their return home.

88 MOTOR VEHICLE ALLOWANCE

- 88.1 **Motor vehicle allowance:** Where the CEO considers that it will result in greater efficiency or involve less expense, the CEO may authorise an employee to use a private car owned or hired by the employee at the employee's own expense for official purposes. An employee will be entitled to a motor vehicle allowance as detailed in ARPANSA's guide to pay and conditions of employment shown at Annex 6.

89 EXCESS TRAVELLING TIME

- 89.1 **Excess travelling time allowance:** An employee who is travelling or on duty away from the employee's usual place of work will be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of the employee's usual hours of duty for the day and the time necessarily spent travelling to and from home and the usual place of work. Further information is contained in ARPANSA's guide to pay and conditions of employment shown at Annex 6.
- 89.2 **Above barrier employees ineligible:** Employees above the salary barrier (ie: Executive Level employees) will not be eligible to receive payment for excess travelling time.

90 RELOCATION ASSISTANCE

90.1 **Access for existing employees:** Where ARPANSA initiates a permanent relocation (including transfer or promotion) of an employee, or the relocation is in the interest of ARPANSA, reasonable relocation costs will be reimbursed for:

- transport and removal;
- costs associated with the sale and purchase of the employee's normal place of residence;
- costs incurred in avoiding serious disruption to the final two years of their child's secondary education (Years 11 and 12); and
- temporary accommodation in the new location.

90.2 **Requested move:** Relocation or temporary transfer at the request of the employee will only attract relocation assistance at the discretion of the CEO.

90.3 **Access for new employees:** Relocation assistance for reasonable costs can be negotiated on engagement, as agreed by the CEO, for:

- transport and removal costs; and
- temporary accommodation in the new location.

90.4 **Disturbance allowance:** The CEO may approve disturbance allowance on permanent movement requiring relocation.

90.5 **District allowance:** District Allowance is payable to an employee working and residing in a remote locality listed. It is an annual allowance, paid fortnightly with salary at the rates specified for each locality, depending on the grade of locality and whether the employee has eligible dependents.

90.6 **Travel for medical, dental or compassionate reasons:** An employee stationed at a locality which attracts District Allowance is entitled to reimbursement for travel for medical, dental and compassionate reasons.

90.7 **Further information:** Further information is contained in ARPANSA's guide to pay and conditions of employment at Annex 6.

91 ANTARCTIC AND FIELD ALLOWANCES

91.1 Details of the provisions relating to Antarctic and Field allowances are set out in Annex 4.

92 SHORT-TERM OVERSEAS TRAVELLING ALLOWANCE

92.1 **Rate of travelling allowance:** In addition to charges for accommodation of a reasonable standard and transport costs, an employee on a short-term mission is entitled to meals and incidental costs for each complete day. The rates of allowances applicable to travel on official business overseas will be as determined by the CEO from time to time.

92.2 **Rate for meals on day of arrival or departure:** The amount that an employee is entitled to be paid for meals for the day on which the employee arrives at or departs from a locality is the amount that the employee would be entitled to be paid for a complete day multiplied by the percentage rate as specified below:

92.3 Short-Term Overseas Travelling Allowance - Rates

<i>Time of Arrival or Departure</i>	<i>Rate for Day of Arrival %</i>	<i>Rate for Day of Departure %</i>
<i>Before 7.00am</i>	100	Nil
<i>7.00am - 1.00 pm</i>	75	25
<i>1.00pm - 7.00pm</i>	50	50
<i>After 7.00pm</i>	Nil	100

92.4 **Rate for incidental costs on day of arrival or departure:** The amount that an employee is entitled to be paid for incidental costs for the day on which the employee arrives at or departs from a locality is:

- if the employee arrives at the locality before 12 noon or departs from the locality after 12 noon on the day - the amount that the employee would be entitled to be paid for a complete day; and
- in any other case - half that amount.

92.5 **Rate for meals in accommodation with cooking facilities:** If an employee is at a locality for 5 days or longer, and during that period occupies accommodation with facilities and utensils sufficient to allow the employee to prepare a cooked meal, the employee is entitled to two-thirds of the amount for meals that would have otherwise applied.

92.6 **Payment for meals if rate not specified:** If an amount for meals is not specified for a locality, the amount is taken to be the cost of meals (excluding the cost of any alcoholic beverage) reasonably incurred by the employee at the locality.

92.7 **Reduction in travelling allowance if meals provided:** Where an employee is provided with meals, travelling allowance is not payable, but the employee is entitled to:

- the amount equal to the costs for meals (if any) incurred by the employee, where the CEO considers in the circumstances the costs are reasonable; or
- the amount the CEO determines is payable where the CEO is not satisfied that the costs are reasonable; and
- the amount the CEO approves for incidental costs incurred by the employee during the period.

92.8 **Lower rate for incidental costs in certain circumstances:** Where an employee:

- has been on a short-term mission at one locality for a continuous period of 28 days and remains at the locality, or
- is in an overseas country and is recalled to duty by the CEO to undertake a short-term mission in the country,

the rate payable for incidental costs is equal to half the rate that would, but for this sub-clause, be payable for the locality, for the remainder of the period referred to in the first dot point and for the duration of the recall period for the second dot point.

- 92.9 **Excess costs for meals and incidentals costs:** Where the CEO is satisfied that the amount of travelling allowance payable to an employee is insufficient to meet costs necessarily incurred by the employee for meals and incidental costs, having regard to the cost of meals and services at the locality and the period of the posting, the employee is entitled to be reimbursed an amount equal to the difference between those costs and the amount of travelling allowance payable.
- 92.10 **Travelling allowance if allowance paid by another organisation:** The amount of travelling allowance payable to an employee under sub-clause 92.1 for a period at a locality is to be reduced by the amount of any similar allowance payable to the employee by an organisation other than ARPANSA for the same period and locality.
- 92.11 **Allowance while in hospital:** An employee who is in hospital for a period during a short-term mission is entitled to be reimbursed for any continuing accommodation and related costs necessarily incurred by the employee, and for each day or part of a day in the period, to an allowance at a rate equal to the rate payable for incidental costs for the locality.

93 MISCELLANEOUS OVERSEAS TRAVEL ENTITLEMENTS

- 93.1 **Partner/spouse-accompanied travel:** If an employee is authorised to travel on a short-term mission, and the employee has accrued 40 weeks' overseas travel, the CEO may, for the purpose of enabling the employee's partner/spouse to accompany the employee during the travel, and having regard to:
- the period of service;
 - any previous partner/spouse accompanied travel;
 - the duration of the travel; and
 - official responsibilities the employee will be required to undertake during the travel,
- authorise payment to the employee, for travel by the partner/spouse to accompany the employee, of:
- the cost of transport for the partner/spouse to accompany the employee by the same mode and class of travel as the employee; and
 - the reasonable additional cost of accommodation associated with the travel.
- An employee is not entitled to be paid under this sub-clause for the cost of any transport other than that specified in the fifth dot point.
- 93.2 **Medical or dental treatment during short-term mission:** If an employee becomes ill during a short-term mission, ARPANSA will pay the cost of any necessary medical or hospital treatment of the illness.
- 93.3 If an employee on a short-term mission obtains essential emergency dental treatment, the employee is entitled to be reimbursed an amount equal to the amount by which the cost exceeds the cost of treatment in Australia that is the same as or, if such treatment is not available in Australia, similar to the treatment.
- 93.4 An employee to whom this clause applies is taken to be on duty during any period of a short-term mission during which the employee is unable, on account of illness, to perform duty.
- 93.5 **Insurance of personal effects:** If ARPANSA does not provide or arrange insurance against loss or damage of the personal effects carried by an employee on a short-term mission, the employee is entitled to be reimbursed for whichever is the lesser of the premium:

- paid by the employee to insure the personal effects; and
- that would be payable to insure the personal effects for \$3621 AUD.

93.6 **Equipment allowance:** An employee who travels on a short-term mission is entitled to equipment allowance of \$298 AUD once in any three year period. This amount is fixed for the life of the Agreement.

93.7 **Additional equipment allowance:** Where the CEO is satisfied, having regard to:

- climatic conditions;
- the duration of the proposed travel;
- responsibilities the employee will be required to undertake during the travel;
- the extent to which the employee is provided clothing by ARPANSA;
- the degree to which wear and tear on the employee's clothing as a result of the travel is likely to exceed ordinary wear and tear; and
- any amount that the employee was entitled to be paid by ARPANSA for the purchase of clothing for previous travel on duty within Australia or overseas,

that the amount of equipment allowance under sub-clause 93.6 is insufficient to meet the reasonable needs of the employee for clothing to undertake the travel, the employee is entitled to additional equipment allowance.

93.8 The amount of additional equipment allowance payable under sub-clause 93.7 in any three year period in recognition of the clothing needs of an employee for travel to a tropical region, a cold region or another climatic region is to be not more than \$266AUD for each region. This amount is fixed for the life of the Agreement.

93.9 **Funeral costs overseas:** If an employee or partner/spouse accompanying the employee dies in the course of an overseas mission, ARPANSA will reimburse reasonable costs associated with any compassionate travel and returning the remains of the employee or partner/spouse to Australia.

93.10 **Additional expenses:** Where an employee incurs additional expenses on a short-term mission not already covered in any of the above clauses, and the CEO is satisfied that the additional expenses are reasonable having regard to the locality, the employee may be entitled to be reimbursed on presentation of receipts.

94 LONG-TERM OVERSEAS POSTINGS

94.1 A long-term posting is for a period of 6 months or longer. An employee is taken to be on a long-term posting to a locality when the CEO approves an extension of a short-term mission so that the total period at the locality is 6 months or longer.

94.2 An employee on a long-term posting will be paid overseas living and other allowances for a location as determined by the CEO from time to time, in accordance with the rates advised by Employment Conditions Abroad Pty Ltd.

95 SURFACE TRAVEL (ROAD, RAIL OR SEA) PUBLIC TRANSPORT

- 95.1 Employees travelling by surface public transport will, where more than one class of travel is available, be provided with the higher class of travel, regardless of their classification level. Seat reservations costs will be met by ARPANSA, whether or not reservations are compulsory. Consistent with Government policy guidelines, ARPANSA will take advantage of any concessional fares to the extent that it will not impact on the employee's class of travel.
- 95.2 Employees travelling on a journey which extends over most of the night, or beyond midnight, are entitled to be provided with sleeping accommodation (where it is available). Where an employee uses the sleeping accommodation, the accommodation component of his/her travelling allowance is not payable.

PART 12 REDEPLOYMENT, REDUNDANCY AND RETIREMENT

96 REDEPLOYMENT, REDUNDANCY AND RETIREMENT

96.1 **Application:** These provisions apply to all ongoing employees with more than one year's service. They do not apply to employees on probation or non-ongoing employees.

96.2 **Excess employee:** An employee is an excess employee if:

- the employee is included in a class of employees employed in ARPANSA which class comprises a greater number of employees than is necessary for the efficient and economical working of ARPANSA; or
- the services of the employee cannot be effectively used because of technological or other changes in the work methods of ARPANSA or structural or other changes in the nature, extent or organisation of the functions of ARPANSA; or
- the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the CEO has determined that the provisions of this clause apply to that employee.

96.3 **Principles:** The CEO will provide employees who are excess or potentially excess because of structural, organisational or technological change with assistance to maximise redeployment opportunities and, as much as practicable, to avoid involuntary termination of employment. To achieve this, the CEO will:

- ensure that excess and potentially excess employees are fully informed of all relevant redeployment and redundancy arrangements including all assistance available to them;
- aim to match, as closely as possible, the abilities and skills of excess and potentially excess employees to the requirements of available assignments of duties at an appropriate classification level and to take into account the wishes and interests of those employees to the maximum extent possible. This extends not only to choice of duties but also preference of work locations. It is the CEO's objective to settle each case on a mutually acceptable basis;
- provide the necessary personnel and financial resources required to meet its obligations under this Agreement regardless of where employees are located;
- provide excess and potentially excess employees with reasonable training, retraining or on-the-job training with the purpose of helping employees to cope with changes to their employment and/or to enhance their redeployment prospects;
- place priority on redeploying excess and potentially excess employees in ARPANSA or within the wider APS, in consultation with a selected service provider. However, the CEO recognises that redeployment opportunities within the APS are limited, and assistance for excess and potentially excess employees should also be directed towards equipping them for employment in the private sector; and
- make every effort to expedite an employee's voluntary termination of employment in situations where this course of action is acceptable to both the CEO and the employee involved.

96.4 There is also an obligation on excess employees to act in a responsible manner and to consider seriously any offers of redeployment, training/retraining and on-the-job training made to them by ARPANSA. In addition, it is expected that excess and potentially excess employees will pro-actively pursue redeployment opportunities.

- 96.5 **Process:** The following redeployment, termination of employment and redundancy provisions will apply to excess employees in ARPANSA.
- 96.6 **Consultation:** When the CEO is aware that an employee(s) is likely to become excess, the CEO will, at the earliest practicable time, advise the employee(s) of the situation. Discussions with the potentially excess employee(s) and/or, where an employee requests, with the employee's nominated representative, will be held to consider:
- measures which might be taken to resolve the situation, including redeployment opportunities for the employee(s) at or below his or her approved classification; and
 - referral to a redeployment service provider; and
 - whether voluntary retrenchment might be appropriate and whether the employee(s) wishes to be offered voluntary retrenchment.
- 96.7 The CEO 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.
- 96.8 The CEO will identify the employees who are excess to ARPANSA's requirements:
- one month after the discussions in sub-clause 96.6 have been held; and
 - may immediately advise those employees in writing that they are excess.
- 96.9 The CEO will then establish through consultation with the identified employees and where they choose their representatives, which employees want to be offered voluntary retrenchment immediately and which employees wish to seek redeployment. An employee seeking redeployment assistance will be referred to a redeployment service provider.
- 96.10 The CEO will take all reasonable steps, consistent with the interests of the efficient administration of ARPANSA, to move an excess employee to suitable duties at the same classification within ARPANSA.
- 96.11 **Voluntary retrenchment:** Where the CEO invites an excess employee to do so, the employee will have one month to elect for voluntary retrenchment. Within that one-month period the employee must be given information on:
- the amount of the employee's severance pay, pay in lieu of notice and paid up leave credits;
 - the amount of the employee's accumulated superannuation contributions;
 - options open to the employee concerning superannuation (through COMSUPER or such other relevant service provider); and,
 - the taxation rules applying to the various payments (through the ATO).
- 96.12 In addition to providing information in sub-clause 96.11, the CEO will assist the employee by providing financial assistance (up to \$500 on a reimbursement basis, subject to the production of a receipt from a duly qualified financial practitioner) for any financial counselling and/or advice the employee requires to enable him or her to make an informed decision about voluntary retrenchment.
- 96.13 Once the employee has received all of the aforementioned information, the employee will have a minimum of two weeks to consider the offer.

- 96.14 Where the offer is accepted, the CEO will not give notice of termination of employment before the end of the one month period referred to in sub-clause 96.11, unless the employee has received all of the above information, and chooses to waive the remainder of the period.
- 96.15 In the event ARPANSA is unsuccessful in redeploying the excess employee, the CEO may make an offer of voluntary retrenchment to the employee. An excess employee is only entitled to receive one offer of voluntary retrenchment.
- 96.16 An employee who declines an offer of voluntary retrenchment or who does not accept the offer within the one month period will immediately be referred to a redeployment service provider.
- 96.17 **Accelerated separation option:** The CEO may provide employees likely to be subject to the Redeployment, Redundancy and Retirement provisions of this Agreement with an accelerated separation option. This option provides employees who have been identified as being eligible to be made an offer of voluntary redundancy the option of payment equal to 10 or 11 weeks' salary in lieu of any consultation, consideration and notice periods which would otherwise apply. Employees choosing this option would have their employment terminated by the CEO under *section 29 of the Public Service Act 1999* within 14 days of receiving an offer.
- 96.18 **Period of notice:** Where the employee agrees to be voluntarily retrenched, the CEO can approve the employee's termination of employment and upon approval will give the required notice. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years of continuous service).
- 96.19 **Time off during notice period:** An employee will be entitled to reasonable time off with full pay to attend necessary employment interviews, from the date the period of notice commences.
- 96.20 Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive 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.
- 96.21 **Severance benefit:** An employee who agrees to be voluntarily retrenched (including an employee who accepts the accelerated separation option as specified in sub-clause 96.17) and whose employment is terminated by the CEO in accordance with *section 29 of the Public Service Act 1999* (on the grounds that the employee is excess to the requirements of the Agency) is entitled to be paid a sum equal to two weeks' salary for each completed year of 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 except where:
- the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - 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 former Public Service Act 1922*.
- 96.22 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.

96.23 The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service or the employee has less than 24 years' full-time service.

96.24 **Service for severance pay purposes:** Service for severance pay purposes means:

- service in ARPANSA;
- Government Service as defined in *s10* 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 does not have a controlling interest) which is recognised for long service leave purposes;
- APS service immediately preceding deemed resignation under the repealed *section 49* of the former *Public Service Act 1922* if the service has not previously been recognised for severance pay purposes;
- service with the Australian Defence Forces; and
- service in another Agency where an employee was moved from the APS to that Agency with a transfer of function or an employee engaged by that Agency on work within a function is engaged as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

96.25 **Service not to count as service for severance pay purposes:** Any period of service which ceased:

- through termination on the following grounds:
 - the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - non-performance, or unsatisfactory performance, of duties;
 - failure to satisfactorily complete an entry level training course;
 - failure to meet a condition imposed under *sub-section 22(6)* of the *Public Service Act 1999*;
 - breach of the *APS Code of Conduct*; or
 - any other ground prescribed by the *Public Service Regulations*; or
- on a ground equivalent to those in *section 23.4.7(a)* under the repealed *Public Service Act 1922*; or
- through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- with the payment of a redundancy benefit or similar payment or an employer-financed termination benefit, will not count as service for severance pay purposes.

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

96.27 **Rate of payment – Severance benefit:** For the purpose of calculating any payment under sub-clauses 96.21 to 96.26, salary will include:

- the employee's full-time salary, adjusted on a pro rata basis for periods of part-time service;
- temporary assignment of duties to a higher classification, where the employee has been receiving the temporary assignment of duties allowance for a continuous period of at least twelve months immediately preceding the date on which the employee is given notice of termination of employment; and
- other allowances in the nature of salary which are paid during periods of recreation 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.

96.28 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.

96.29 An excess employee required to relocate to a new locality as a result of a re-assignment of duties or reduction in classification will be entitled to reasonable expenses.

96.30 **Retention periods:** An excess employee who does not accept an offer of voluntary retrenchment will be entitled to the following period of retention:

- thirteen months where an employee has twenty or more years of service or is over 45 years of age; or
- seven months for other employees.

Unless the employee agrees, the CEO will not involuntarily terminate an excess employee's employment under *section 29 of the Public Service Act 1999* until the relevant retention period has elapsed.

96.31 If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period in sub-clause 96.30 above is reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standards on termination, as at the expiration of the retention period (as adjusted by this sub-clause), provided that the employee is also paid an additional redundancy payment equal to the amount the retention period was shortened by under clause 96.30 above (ie: the NES component).

96.32 The retention period will commence on the earlier of the following:

- the day the employee is advised in writing by the CEO that he or she is an excess employee; or
- one month after the day on which the CEO invites the employee to elect to have the employee's employment terminated.

96.33 During the retention period the CEO:

- will continue to take reasonable steps to find alternative employment for the excess employee; and/or
- may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at his/her previous classification for the balance of the retention period.

96.34 The retention periods specified in sub-clause 96.30 and the notice period specified in sub-clause 96.18 will be extended by any periods of personal (sick) leave supported by medical evidence which are taken during these retention and notice periods.

96.35 Where an excess employee has been receiving redeployment assistance from a selected redeployment service provider and the CEO is satisfied that there is no prospect of redeployment for the employee in the APS; and that there is insufficient productive work available for the employee in the agency during the remainder of their retention period, the CEO may, with the agreement of the employee, terminate the employee's employment under *section 29* of the *Public Service Act 1999*.

- Upon termination the employee will be paid a lump sum comprising: the balance of the retention period (as shortened for the NES under sub-clause 96.30 above) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
- an additional redundancy payment equal to the amount the retention period was shortened by under clause 96.30 above (ie: the NES component).

96.36 **Involuntary termination of employment:** The CEO will not terminate an excess employee's employment if the employee has not been invited to elect to be voluntarily retrenched or has elected to be voluntarily retrenched but the CEO has refused to approve it.

96.37 An excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that the employee's employment be terminated.

96.38 Specified periods of notice will as far as practicable, be concurrent with the retention periods.

ANNEXURES

ANNEX 1. RATES OF PAY AND ADJUSTMENTS

APS Level 1 to 6 Classifications

APS Classification	ARPANSA Classification structure	Prior to lodgement	from date of operation	from 1 July 2012	from 1 July 2013
APS Level 1	ARPANSA Level 1	\$	\$	\$	\$
	under 18 (60%)	24109	25073	25951	26340
	at 18 (70%)	28127	29252	30276	30730
	at 19 (81%)	32548	33850	35035	35561
	at 20 (91%)	36566	38029	39360	39950
	Adult	40182	41789	43252	43901
		42490	44190	45737	46423
		44082	45845	47450	48162
	45674	47501	49164	49901	
APS Level 2	ARPANSA Level 2	47044	48926	50638	51398
		48578	50521	52289	53073
		50111	52115	53939	54748
		51644	53710	55590	56424
APS Level 3	ARPANSA Level 3	53566	55709	57659	58524
		55691	57919	59946	60845
		57813	60126	62230	63163
		59937	62334	64516	65484
APS Level 4	ARPANSA Level 4	61736	64205	66452	67449
		63123	65648	67946	68965
		64511	67091	69439	70481
APS Level 5	ARPANSA Level 5	66446	69104	71523	72596
		68105	70829	73308	74408
		69765	72556	75095	76221
APS Level 6	ARPANSA Level 6	71857	74731	77347	78507
		75303	78315	81056	82272
		78748	81898	84764	86035
		82193	85481	88473	89800

APS Executive Level Classifications

APS Classification	ARPANSA Classification Structure	Prior to lodgement	from date of operation	from 1 July 2012	from 1 July 2013
		\$	\$	\$	\$
Executive Level 1	ARPANSA Executive Level 1	88772	92323	95554	96987
		93740	97490	100902	102416
		98705	102653	106246	107840
		102140	106226	109944	111593
Executive Level 2	ARPANSA Executive Level 2 (lower)	108474	112813	116761	118512
		114809	119401	123580	125434
		121143	125989	130399	132355
		123181	128108	132592	134581
Executive Level 2	ARPANSA Executive Level 2 (upper)	128108	133232	137895	139963
		131311	136563	141343	143463
		134594	139978	144877	147050
		137595	143099	148107	150329

Training Classifications

APS Classification	ARPANSA Classification structure	Prior to lodgement	from date of operation	from 1 July 2012	from 1 July 2013
		\$	\$	\$	\$
APS Level 3	ARPANSA Graduate	53566	55709	57659	58524
		55691	57919	59946	60845
		57813	60126	62230	63163
		59937	62334	64516	65484
APS Level 4		61736	64205	66452	67449
		63123	65648	67946	68965
		64511	67091	69439	70481
APS Level 5		66446	69104	71523	72596
		68105	70829	73308	74408
		69765	72556	75095	76221

ANNEX 2. SUPPORTED SALARY RATES

Employees who are eligible for a supported salary in accordance with the *Supported Wage System: Guide and Assessment Process* will be paid the applicable percentage of the relevant rate prescribed below for the work value they are performing as follows; provided the amount payable will not be less than the minimum rate as determined by the Fair Work Australia.

<i>Assessed Capacity</i>	<i>% of prescribed award rate</i>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

ANNEX 3. DICTIONARY

For the purposes of this Agreement, the following definitions apply:

Agency means a Statutory Agency as defined under the *Public Service Act 1999*.

Agreed day for the purposes of overtime an employee may make an agreement with his/her supervisor to work an agreed day as an alternative to the standard day.

Agreement means the *ARPANSA Agreement 2011–2014*.

APDS means the ARPANSA Performance Development System.

APS means the Australian Public Service.

ARPANSA means the Australian Radiation Protection and Nuclear Safety Agency, a statutory agency, constituted by the CEO of ARPANSA and employees of ARPANSA under *section 58* of the *ARPANS Act 1998*.

ARPANS Act means the *Australian Radiation Protection and Nuclear Safety Act 1998*.

APSC means the Australian Public Service Commission

Branch/Office Head means an ARPANSA employee who has the responsibility for overseeing, monitoring, managing, directing or supervising a Branch or Office.

Building activities means any construction, building, alterations or refurbishment activities which may cause disabilities at an office location.

CEO means the person appointed to hold the office of the Chief Executive Officer of the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) or a person appointed to act as CEO pursuant to *section 35* of the *ARPANS Act 1998*.

Child includes an adopted child, an ex-nuptial child, a foster child, a stepchild or a ward.

Complying Superannuation Fund means the Register of complying superannuation funds as administered by the Australian Taxation Office. Further information can be found on the ATO website at ATO.gov.au/super.

Consultation: for the purpose of clauses 51 and 52, “consultation” means providing affected employees and, where they choose, their representatives with access to relevant information and a genuine opportunity to influence the decision maker and contribute to the decision making process before a decision is made.

Dependant in relation to an employee means:

- an employee’s partner/spouse; and/or
- a child or parent of the employee or of the /partner/spouse of the employee, being a child or parent who ordinarily resides with the employee, and who is wholly or substantially dependent upon the employee.

Disabilities means any detrimental effects on the working conditions of office-based employees caused by a variety of factors associated with “*building activities*”, including one, or generally more, of the following: dust, noise, fumes, heat, vibrations, cold, wet, dirt, loss of amenities, etc.

Employee means an employee (whether ongoing or non-ongoing), engaged by the CEO under section 58 of the ARPANS Act, and within, the meaning of sub-section 22(2) of the Public Service Act 1999.

Employee representative means:

- a person who is elected or nominated to represent their views to management; or
- an official or officer of a registered union or industrial association; or
- a workplace delegate of a registered union or industrial association.

Family responsibilities: means “immediate family” members, “family responsibilities” also includes any other person whether related to the employee or not who is clearly dependent on the employee for care, support and attention.

Immediate family includes employee’s spouse (including employee’s spouse’s family), partner, former spouse or partner, child, adult, parent, grandparent, grandchild, or sibling of the employee or of the spouse or partner of the employee. A parent includes a foster parent, step parent or guardian. A child includes an adopted, foster, step, or ex-nuptial child.

IT means Information Technology.

Manager means an employee, usually at the Section Head level, who has supervisory responsibility for a group or groups of employees. A Manager would usually be an ARPANSA Executive Levels 1 or 2.

Partner/Spouse means a person who, regardless of gender, is living in a common household with the employee in a genuine, domestic, independent partnership, although not legally married to the employee.

PSSap is the Public Sector Superannuation Accumulation Plan, a superannuation scheme established under the *Superannuation Act 2005*.

Reimbursement includes partial reimbursement.

Salary means the employee’s rate of salary (in accordance with the annual salary rates at Annex 1) and will be salary for all purposes. Specifically, where salary sacrifice or purchased leave arrangements are in place, the employee’s salary for purposes of superannuation, severance and termination payments will be determined as if the arrangement/s did not exist.

Salary barrier is the pay rate beyond which entitlement to payment for overtime and other conditions ceases. APS Levels 1 to 6 are “below” the salary barrier and APS Executive Levels 1 and 2 are “above” the salary barrier. The “barrier salary” is the maximum salary payable to an APS Level 6.

Supervisor means an employee who has responsibility for overseeing, monitoring, managing or supervising the work of another employee.

Usual place of work is the place that an ARPANSA employee would normally work; ie: Yallambie, Miranda or Canberra.

Workplace means an ARPANSA workplace, office, unit or establishment.

ANNEX 4. FIELD ALLOWANCES

ANTARCTIC ALLOWANCES

Antarctic Allowance:

Purpose: The purpose of the Antarctic allowance is to compensate for the isolation, severity of the climatic conditions and lack of amenities in Antarctica.

Expeditioner: Expeditioner means an employee who is a member of:

- an official Australian expedition to Antarctica; or
- an expedition to Antarctica approved by the CEO for the purpose of this Agreement

Supernumerary expeditioner means an employee other than an expeditioner, who travels to Antarctica with an expedition.

Rate: An expeditioner is entitled to be paid the rate in accordance with clause 17 for a period of Antarctic duty;

A supernumerary expeditioner is entitled to be paid the rate in accordance with clause 17 for a period of Antarctic duty.

Common Duties Allowance:

Purpose: The purpose of the common duties allowance is to recognise the extra duty required of an expeditioner which is considered necessary to the functioning of an expedition. Extra duty includes assisting other employees with official expedition programs and other general duties necessary to the community life of the expedition.

Application: This section applies to an expeditioner who, as directed by the officer-in-charge of an expedition during a period of Antarctic duty, performs extra duties that are unrelated to the ordinary duties of the expeditioner and would not normally be performed by an expeditioner having the same classification.

Rate: An expeditioner is entitled to be paid \$11150 per annum for a period of Antarctic duty.

Additional Duty Allowance:

Purpose: The additional duty allowance provides for an allowance instead of payment for overtime worked during a period of Antarctic duty.

Rate: An expeditioner is entitled to be paid an allowance instead of overtime for a period of Antarctic duty at the rate of the lesser of:

- 50% of the rate of salary applicable to the expeditioner; and
- 50% of the maximum rate of salary for an ARPANSA Level 3 employee.

FIELD ALLOWANCES

Where an employee is required to undertake short-term duties including weekend duty, at a remote and/or isolated location, he or she will be entitled to payment of the following Field Allowances:

- where the hours of duty the employee is required to work exceed the standard daily hours (ie: 7 hours 21 minutes) the employee is entitled to receive payment of overtime at the prescribed rate in accordance with sub-clause 68.3. In situations where the employee is above the salary barrier, payment will be made at the maximum pay point of an ARPANSA Level 6 classification; plus
- an isolation allowance of \$6.30 per hour for all hours the employee was not required to be on duty at the isolated location work site. This amount is fixed for the life of the Agreement.

In addition to the above allowances, the employee will also be entitled to absent him or herself from duty the day after returning from a field trip where the duration of the trip exceeds seven days. This leave will be in addition to normal annual leave entitlements and will count as service for all purposes.

For the purposes of this provision, an isolated location is defined as a remote area within Australia or its surrounding territories where access to normal lifestyle amenities and entertainment is not readily available (Maralinga, Yeellirie and some uranium mines in remote northwest Australia where ARPANSA employees have worked over the years are examples of remote/isolated locations). Short-term duties can vary between days and weeks and in some cases, months.

ANNEX 5. PRINCIPLES RELATING TO WORKPLACE DELEGATES

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
- the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act;
- the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;
- the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
- undertaking their role and having union representation on an agency's workplace relations consultative committee;
- reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas
- where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;
- the right to address new employees about union membership at the time they enter employment;
- the right to consultation, and access to relevant information about the workplace and the agency; and
- the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
- reasonable access to appropriate training in workplace relations matters including training provided by a union;
- reasonable paid time off to represent union members in the agency at relevant union forums.

In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely affect on the efficient operation of the agency and the provision of services by the Commonwealth.

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

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SECTION 1 REMUNERATION AND RELATED MATTERS

PAY POINT ADVANCEMENT

Clause 30 of the *ARPANSA Agreement 2011-2014* (the “Agreement”) governs the application of Pay Point Advancements. Further information is contained in the [ARPANSA Performance Development System \(APDS\) guidelines](#).

CASUAL EMPLOYMENT

Casual employees are not entitled to pay point advancement.

TEMPORARY ASSIGNMENT OF DUTIES TO A HIGHER CLASSIFICATION

Clause 24 of the Agreement and the [Recruitment and Probation Guidelines](#) outline the provisions relating to salary on temporary assignment of duties. In addition to the requirements detailed in those documents, the following matters will be taken into consideration when assessing whether an employee is suitable for a temporary assignment of duties:

- the duties assigned are within the employee’s abilities, training, and skills and will not result in deskilling;
- the duties assigned are consistent with ARPANSA’s unified classification structure; and
- the duties to be carried out are within a safe and healthy work environment.

If the temporary duties to be undertaken by the employee are at a higher classification, the employee will be paid an allowance equal to the difference between the employee’s substantive salary and the salary the employee would receive if promoted to the higher classification.

The CEO may notionally reclassify temporary duties when they are two levels higher than the next classification available within the Branch or Section. If so, the duties will be amended to reflect the work value of the reclassified position for the duration of the vacancy. The CEO may then assign these revised duties to an employee who will be paid the appropriate allowance during the period of temporary assignment.

Temporary assignment of duties allowance will be regarded as salary for the purposes of calculation and payment of overtime, Restriction Allowance, Emergency Duty and Excess Travelling Time for those employees below the Salary Barrier outlined in the Agreement (up to the maximum of the APS Level 6 classification).

TEMPORARY ASSIGNMENT OF DUTIES TO ANOTHER APS AGENCY

Where an employee moves to another APS Agency on a temporary assignment of duties for a period which has been agreed with the CEO, he or she will be entitled to return to ARPANSA at the agreed expiry date of that temporary assignment (r. 3.9A of the *Public Service 1999* (the Public Service Regulations)),

SALARY PACKAGING

Clause 33 of the Agreement provides that all employees covered by the Agreement have access to Salary Packaging. For further information contact People and Culture.

ALLOWANCES - EXPENSE RELATED

ARPANSA adopts prescribed rates to adjust the following expense related allowances. Any adjustments will be posted on the intranet or can be accessed by clicking on the relevant hyperlinks below¹.

Expense Related Allowances

Expense Related Allowance	ARPANSA Reference
Accommodation Allowance Capital Cities	Agreement sub-clause 87.1
Accommodation Allowance High Cost Country Centres	Agreement sub-clause 87.1
Accommodation Allowance Tier 2 Country Centres	Agreement sub-clause 87.1
Meal Allowances and Incidental Component	Agreement sub-clause 87.1
Motor Vehicle Allowance	Agreement sub-clause 88.1
No Cooking Facilities at Board and Lodging Establishment	Guide section 6
Cooking Facilities Available at Board and Lodging Establishment	Guide section 6
Rate of Incidental Allowance	Guide section 6
Temporary Accommodation - Rental Ceilings	Guide section 6
Board and Lodging Contribution	Guide section 6
Rented Accommodation Contribution	Guide section 6
Removal of Pets	Guide section 6
Disturbance Allowance	Agreement sub-clause 90.4
Antarctic Allowance	Agreement Annex 4
Boarding Allowance	Guide section 6
Tuition Allowance	Guide section 6

ALLOWANCES – SALARY RELATED

Clause 37 of the Agreement provides that employees may be entitled to an allowance relating to office disabilities. Further information on eligibility for this allowance is contained in the ARPANSA [Workplace Disruption Allowance policy](#).

¹ The Agreement provides that the CEO may increase the rates of expense related allowances payable.

ALLOWANCES - OTHER

Motor Vehicle Allowance

Sub-clause 88.1 of the Agreement provides that an employee may be entitled to Motor Vehicle Allowance (MVA). The following additional conditions apply to MVAs:

- MVA for an employee working from home in accordance with Clause 66 of the Agreement will be calculated from the employee's office-based site; and
- the rate for MVA will be calculated in accordance with the prescribed Rates;
- where an employee is authorised to use a private motor vehicle for the carriage of passengers or of goods or materials weighing at least 100 kilograms, the costs of which would otherwise have been met by ARPANSA, the employee will be paid an additional allowance in accordance with prescribed rates.

The rate of MVA may be varied in the following circumstances:

- an employee can demonstrate that the allowance payable is insufficient to meet reasonably incurred expenses, due to official use of the employee's private motor vehicle, in which case payment of additional allowance may be approved by the CEO; or
- an employee is required to pay an amount for vehicle registration and/or insurance premiums that exceeds the amount the employee would otherwise have been required to pay, in which case the employee will be reimbursed for the additional costs; or
- an alternative mode of travel would have been less expense for ARPANSA, in which case the maximum allowance payable will not exceed the amount that would have been payable had the employee not used the private motor vehicle.

Excess Travelling Time

Sub-clause 89.1 of the Agreement provides for the payment of an allowance relating to Excess Travelling Time (ETT). The following additional conditions apply to ETT:

Minimum time: The payment will not be made unless the time exceeds:

- one half hour in any one day; or
- two and one half hours in any fortnight,
- nor will payment be made for more than 5 hours in any one-day.

The rate of payment or time off in lieu will be:

- single time rate on Mondays to Saturdays; and
- 1.8 times the single time rate on Sundays and Public Holidays.

The payment of ETT to an employee based at home under ARPANSA's home-based working arrangements will be calculated from the employee's office-based site.

Employees in receipt of salary in excess of the top salary point of an APS Level 6 will not be entitled to payment for ETT.

Excess fares: An employee performing temporary duties at a place other than the employee's usual place of work will be entitled to reimbursement of excess fares 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. However, this allowance will not be paid where:

- an employee is already in receipt of travelling allowance;
- an employee has been notified to proceed to a place of work in anticipation of that place becoming the usual place of work; or
- an employees is in receipt of salary in excess of the top salary point of an APS Level 6.

Flexitime: An employee claiming payment for ETT is not entitled to claim the additional time for flexitime purposes.

SECTION 2 EMPLOYMENT FRAMEWORK

ENGAGEMENT OF NEW EMPLOYEES

All ARPANSA employees will be employed in accordance with *section 22* of the *Public Service Act 1999* (the Public Service Act) and the ARPANSA [Recruitment and Probation Guidelines](#).

SEPARATION FROM THE APS

Age retirement: Where an employee reaches the minimum retiring age of 55 years they may elect to retire at any time in accordance with *section 30* of the *Public Service Act 1999*.

Notice of resignation: An employee must give a minimum of two weeks' notice of their intention to resign from ARPANSA, unless a lesser period has been agreed with their Branch/Office Head.

GROUNDINGS FOR TERMINATION OF EMPLOYMENT FROM THE APS

Grounds for termination of ongoing employees: *section 29* of the *Public Service Act 1999* will be applicable where an ongoing employee is to have his or her employment terminated.

Grounds for termination of non-ongoing employees: The CEO may at any time terminate the employment of a non-ongoing employee on the grounds specified in their engagement contract having regard to the termination provisions specified in that contract and the relevant provisions of the *Fair Work Act 2009*.

Procedures in the Agreement: Where procedures are prescribed in the Agreement for the termination of an employee on any of the grounds allowed under *section 29* of the *Public Service Act 1999*, the procedures must be followed.

OUTSIDE EMPLOYMENT

Employees are able to work, paid or unpaid and voluntary work (including directorships of an outside organisation), outside the APS if it does not conflict with or adversely affect the performance of their official duties. Further information is contained in the Outside Employment policy.

SECTION 3 PERFORMANCE MANAGEMENT

PERFORMANCE DEVELOPMENT SYSTEM

ARPANSA's Performance Development System is outlined in clause 42 of the Agreement and in the [ARPANSA Performance Development System \(APDS\) guidelines](#).

MANAGING UNDERPERFORMANCE

Clause 44 of the Agreement outlines how underperformance is to be dealt with. Additional information is outlined below.

Consistent with the principle of procedural fairness, underperformance issues will be addressed promptly and fairly. As a general principle, employees should be provided with a second consecutive formal assessment of their performance before any action is imposed. The primary emphasis on managing individual underperformance is to assist and guide the employee to improve his/her performance to a satisfactory level so that his/her skills, knowledge and experience are retained and his/her contribution to ARPANSA is effective and positive.

Where an employee's underperformance results directly and principally from a medical condition, the matter should initially be dealt with in accordance with the ARPANSA *Fitness for Continued Duty Policy*. However, the existence of a medical condition does not of itself excuse underperformance and does not therefore prevent the CEO from taking appropriate action in accordance with these provisions providing it does not constitute unlawful discrimination on the basis of the *Disability Discrimination Act 1992* or the *Human Rights and Equal Opportunity Act 1986*.

Where an employee's underperformance is directly attributable to his or her inability to adapt to technological or other changes in work methods or changes in the nature, extent or organisation of functions, the matter should be dealt with under the Redeployment, Redundancy and Retirement provisions outlined in Part 12 of the Agreement.

A supervisor who believes that an employee is underperforming should raise their concerns with the employee using the APDS as the basis for discussion. Supervisors should not wait for an APDS scheduled formal performance assessment to take formal action.

Procedural fairness: Before making any decision on an employee's underperformance, the employee will be entitled to:

- an opportunity to be heard;
- have the matter determined by an independent party;
- have any decision based on evidence; and
- be provided with a statement of reasons. .

Confidentiality and privacy: *The Privacy Act* will be complied with at all times.

An employee may be accompanied by a person of their choice during any part of the proceedings outlined below.

The following steps provide a framework for the management of underperformance:

Step 1: Specific work performance counselling.

- The supervisor will need to meet with the employee to discuss the details of the underperformance. The employee can have a support person with them if they so desire and the HR/IR Manager can also determine that he/she is also in attendance. Issues raised can include but are not limited to matters identified in the APDS. The supervisor can also raise matters of underperformance in between the APDS cycle and alleged breaches of the Code of Conduct. It is important to appreciate that the two processes are not interdependent.
- The supervisor should consult the HR/IR Manager on an ongoing basis if this situation arises. Following counselling, the employee should be given a reasonable period of time to overcome any problems identified (a reasonable period of time is defined as no shorter than 28 days and no longer than 56 days).
- A record of the counselling and any agreed remedial action aimed at addressing the identified performance issues must be kept on the employees personnel file.

Step 2: Formal warning

- Where a reasonable period of time has elapsed following the formal counselling, and the supervisor is of the view that the employee has not achieved an acceptable standard of work performance, the supervisor may recommend to the CEO that a formal warning be given to the employee.
- The CEO may, on the basis of the facts presented, issue a warning:
- If a warning is issued, it will:
 - be in writing;
 - detail the underperformance issues which have not been rectified following counselling;
 - confirm the standard required to achieve a satisfactory level of work performance;
 - provide an opportunity for the employee to put his or her case forward so that all relevant matters may be considered;
 - specify a time frame of not less than three-months for the employee to attain and sustain the required standard of work performance. During this time the employee should receive regular verbal and written feedback (all verbal feedback must be recorded);
 - appoint an independent employee with relevant experience from outside the immediate work area to assess the employee's performance during the three month period; and
 - advise the employee of the likely consequences if he or she does not attain and sustain the required standard of work performance.

Step 3: Action following report by independent employee:

- Following the conclusion of the three-month assessment period, the independent assessor will provide a report on the employee's work performance to the CEO;
- If the report is satisfactory, the CEO may determine that no further action will be taken;
- If the employee's work performance has not reached the required standard, the CEO will seek the written submissions from the relevant Branch/Office Head/supervisor regarding the matter and discuss an appropriate course of action having regard to the circumstances of the case.

- Appropriate action includes:
 - reassignment to other duties to be performed in ARPANSA at the employee’s present classification level;
 - reducing the employee’s classification and reassignment of duties to be performed in ARPANSA at the reduced level;
 - extending the assessment period by one more term of no more than three months; or
 - termination of employment.

Step 4: Action by CEO:

- Having considered the submission from the relevant Branch/Office Head/supervisor and considered the above options, the CEO will write to the employee advising him/her of the action the CEO considers appropriate in the circumstances, including the reasons why the CEO has come to this conclusion, and ask the employee to show cause as to why the proposed action should not be taken; or
- the employee will have 10 working days to make any submissions he/she wishes on the proposed course of action.

Notice of termination, reassignment of duties or reduction in classification:

At the end of the 10 working days, the CEO, having considered any matters raised by the employee, may:

- issue a notice of termination of employment; or
- effect a reassignment of duties at or below the employee's current classification level; or
- reduce the classification level of the employee.

Termination of Employment: A notice of termination shall be issued in accordance with *section 29* of the *Public Service Act 1999* and comply with the provisions of the *Fair Work Act 2009*.

Clause 7 of the Agreement outlines the review rights in relation to a termination of employment.

Appeal/review provisions: An employee is entitled to seek a review of action under Division 5.3 of the Public Service Regulations at any stage during the above process (apart from a decision to terminate the employee’s employment) and in addition may have external review rights under other Commonwealth laws or legislation.

Where an employee is reduced in classification without his/her consent, the employee may seek a review of the action in accordance with the Public Service Regulations.

Dates of effect - Reassignment of duties: A reassignment of duties to be performed of equal classification takes effect 5 working days after the date the reassignment is set by the CEO.

Reduction: A notice of reduction takes effect 28 days after the date the reduction is approved by the CEO. Where an employee makes an application for a review of the CEO’s decision, the employee should note that in making an application for review the application of itself, does not operate to stay the action. The Public Service Regulations sets out the circumstances in which an application for review may be made.

Termination: A termination takes effect:

- after 4 weeks; or
- after 5 weeks for an employee over 45 with at least 5 years of continuous service.

Nothing in this procedure prevents an employee who has received a written warning, voluntarily requesting in writing that his/her employment be terminated at any stage of the process. On receipt of such a request, the CEO will decide whether or not to terminate the employee's employment.

MANAGING BREACHES OF THE APS CODE OF CONDUCT

All ARPANSA employees are expected to observe and encourage observance by others of the APS Values and Code of Conduct as set out in the *Public Service Act 1999*.

Suspected breaches of the APS Code of Conduct will be dealt with under the ARPANSA [*Procedures for Determining Breaches of the Code of Conduct*](#).

SECTION 4 BALANCING WORK AND PERSONAL LIFE

WORKING FROM HOME

Clause 66 of the Agreement provides that the CEO may agree to an employee performing part of his or her ordinary weekly hours at home where it is considered appropriate to do so. The ARPANSA [Home Based Work Policy and Guidelines](#) provides further criteria relevant to decisions to allow Home Based Work.

OVERTIME

Clause 68 of the Agreement provides that employees who undertake overtime will be entitled to overtime payment at a rate of 1.8 times the employee's ordinary hourly rate of pay in accordance with the following formula:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{36.75} \times \frac{1.8}{1}$$

Meal periods disregarded: Meal periods will be disregarded for the purposes of calculating whether an overtime attendance is or is not continuous with ordinary hours of duty, or is or is not separate from other duty.

EMERGENCY DUTY

Clause 69 of the Agreement provides for additional payment where an employee is recalled to work because of an emergency.

Where more than one attendance is required for emergency duty, the amount payable to the employee will be calculated from the commencing time of the first attendance to the ceasing time of duty on the following attendance.

RESTRICTION DUTY

Clause 70 of the Agreement provides that an employee may be directed to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of duty. The employee is entitled to payment in accordance with sub-clause 70.3 of the Agreement and according to the following formula:

Formula: The hourly rate of payment will be calculated as follows:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{36.75} \times \frac{9\% \text{ of salary}}{1}$$

Restriction allowance will be payable for each hour or part hour the employee is restricted outside the employee's ordinary hours of duty.

No concurrent payment: An employee will not be entitled to payment for Restriction Duty for any period over which he or she has received Overtime or Emergency Duty payments.

SECTION 5 LEAVE ARRANGEMENTS

ANNUAL LEAVE

Clause 73 of the Agreement prescribes the Annual Leave entitlements for an employee. The following additional provisions apply.

Use of Annual leave: Employees are encouraged to take reasonable breaks from work for rest and recreation, and should aim to take annual leave on a regular basis so that excess credits do not accrue. Branch/Office Heads and supervisors are to ensure that in any 12-month period, employees are given the opportunity to use annual leave.

Part-day leave applications: Employees who have access to the flextime arrangements are encouraged to use flex credits rather than submit a leave application for annual leave for a part-day absence.

Public holidays: Where any designated public holiday (including the Christmas/New Year shutdown) 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 employee's annual leave entitlement.

Salary on separation: Payment in lieu of annual leave payments will be calculated using the employee's final rate of salary, including any allowances that would have been paid to the employee during periods of annual leave.

ADDITIONAL PURCHASED LEAVE [48/52]

Clause 74 of the Agreement provides that employees may purchase 1 to 4 weeks additional leave per year. Entitlement to purchased leave will be determined in accordance with the ARPANSA [Additional Purchased Leave Guidelines](#).

PERSONAL LEAVE

Clause 75 of the Agreement outlines an employee's entitlement to Personal Leave. The following additional provisions apply:

Application: Paid personal leave will be available to employees for personal illness or injury (sick leave) where the employee is required to care for a dependant, personal requirements associated with birth, adoption or fostering, and for compelling personal reasons including family responsibilities.

Infectious disease contacts: An employee will be granted personal leave where a medical practitioner reports that the employee has had contact with a person suffering from a notifiable infectious disease and is unable to attend for duty.

Medical evidence: A Branch/Office Head or supervisor may request a medical certificate or other suitable supporting evidence for periods of less than four working days where there is reasonable doubt that the absence is consistent with an appropriate use of personal leave. Where this is requested, the employee should provide the necessary documentation supporting the need for his or her absence.

Personal leave on public holidays: Personal leave will not be debited where an employee is medically unfit for duty on a public holiday, which the employee would otherwise have observed.

Maternity leave: An employee will not be entitled to paid personal leave while also entitled to paid leave under the *Maternity Leave [Commonwealth Employees] Act 1973*. If illness occurs during a

period of unpaid maternity leave, personal leave may be granted where satisfactory medical evidence is provided.

Non-ongoing employees engaged after 12 months: Non-ongoing employees engaged as ongoing employees after 12 months or more of employment will accrue further personal leave credits after each 12 months of combined service. If service is continuous, the accrual will be 12 months from the date the employee first commenced employment.

LEAVE TO TAKE UP OTHER GOVERNMENT EMPLOYMENT

An employee who undertakes employment covered by ss2.1 of the *Prime Minister's Public Service Directions 1999* will be granted leave without pay for the duration of that employment. Employment under these directions includes full-time statutory engagements and some engagements under the *Governor-General Act 1974* and the *Members of Parliament [Staff] Act 1984*.

Employment referred to above will count as service for long service leave in accordance with the *Long Service Leave [Commonwealth Employees] Act 1976*. The following leave portability provisions will also apply on return from such employment:

- unused personal leave credits accrued prior to commencement of the employment referred to above will be retained on return to ARPANSA;
- transfer of any credits accrued during the employment referred to above will be subject to agreement between ARPANSA and that employer.

PARENTAL LEAVE

Maternity leave: Entitlements are as specified in the *Maternity Leave [Commonwealth Employees] Act 1973* (Maternity Leave Act) and clause 80 of the Agreement. The following additional provisions relating to maternity leave will also apply.

Entitlement under the Maternity Leave Act: An employee eligible for leave under the Maternity Leave Act will be entitled to up to 12 weeks paid absence and an additional ten weeks immediately following this mandatory period in accordance with sub-clause 80.3 of the Agreement. The rate of pay for the period of paid absence will be calculated as for personal (sick) leave on full pay.

To be eligible to receive paid maternity leave, an employee must have 12 months continuous service either:

- under the *Public Service Act 1999*;
- with an authority prescribed by the *Maternity Leave (Commonwealth Employees) Regulations 1973* (the Maternity Regulations);
- as a person prescribed under the Maternity Regulations; or
- with an employing authority established for a public purpose by a Commonwealth statute.

An employee is entitled to a maximum of 104 weeks unpaid leave of absence for each confinement. An employee may apply to the Human Resources/Industrial Relations (HR/IR) Manager to alter the dates and/or the duration of an absence at any time provided the following conditions are satisfied:

- to be eligible for paid maternity leave an employee must be entitled, as a condition of his/her employment, to personal (sick) leave;
- where an employee on maternity leave applies for paid leave at any time after the expiration of the required absence, and is eligible for that leave, the application will be granted;

- an employee who is pregnant is required to be absent from duty six weeks before the expected date of confinement until six weeks after the actual date of birth of the child, unless the employee provides a doctor's certificate declaring that the employee is fit to either continue or return to duty and the CEO gives permission in writing.

Where an employee on maternity leave applies for paid leave at any time after the expiration of the required absence, and is eligible for that leave, the application will be granted.

In cases where an employee is confined earlier than six weeks before the expected date of birth, the required absence commences on the date of birth and continues for six weeks with the 52 week period of maternity leave absence commencing from the date of confinement.

Periods of paid parental leave will count as service for all purposes. For employees with less than 12 months' qualifying service, the first 22 weeks of maternity leave will count as service for all purposes, whether or not the leave is with pay. Otherwise, periods of unpaid maternity leave will not count as service for any purpose but do not break an employee's continuity of service.

Parental (partner leave): ARPANSA is committed to providing a range of paid and unpaid leave to assist parents with the birth or adoption/fostering of a child. An employee who is the child's non-primary care giver and stands in a domestic or household relationship with the child is entitled to be granted six weeks paid paternity/non-primary care giver leave. This leave counts as service for all purposes.

This leave may be taken no earlier than six weeks before the expected date of confinement of the child or, in the case of an adopted or fostered child, on the day on which the employee and his or her partner/spouse assumes responsibility for the child, and ending 104 weeks thereafter. A Branch/Office Head or supervisor may request the production of documentation supporting this leave if considered necessary.

SECTION 6 TRAVEL AND RELOCATION ENTITLEMENTS

TRAVEL

Domestic and overseas air travel

Clauses 85 and 86 of the Agreement and the ARPANSA [Procedural Rules on Official Travel](#) detail entitlements to travel related allowances and entitlements.

Travel in excess of three weeks

Sub-clause 87.4 of the Agreement provides that after an employee 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 Schedules 1, 2 or 3 below.

Schedule 1 Employee with Dependants - At Temporary Station Alone

<i>Usual situation at home locality</i>	<i>Situation at temporary locality</i>	
<i>Owns or buying own home</i>	<i>Boarding</i>	<i>Renting</i>
	Full cost of board (subject to board ceiling as determined by the CEO).	Rent (subject to rent ceiling) plus any additional charges for gas/electricity
<i>Rents</i>	Full cost of board (subject to board ceiling as determined by the CEO).	Rent (subject to rent ceiling) plus any additional charges for gas/electricity
<i>Boards together with dependants</i>	Full cost of board, less any reduction in boarding costs at home locality	Rent (subject to rent ceiling) plus gas/ electricity, less any reduction in boarding costs at home locality
<i>No established mode of living</i>	Nil	Nil
<i>Additions</i>		
<i>Meals (with cooking facilities)</i>	According to current rates	
<i>Incidental expenses</i>	According to current rates	
<i>Continuing expenses at home locality</i>	See Continuing Expenses below.	

Schedule 2 Employee - At Temporary Station with Dependants

<i>Usual situation at home</i>	<i>Situation at temporary locality</i>	
<i>Owns or buying own home</i>	<i>Boarding</i>	<i>Renting</i>
	Board less employee contribution	Rent, subject to ceiling rates
<i>Rents</i>	Board less employee contribution	Rent less rent at home locality
<i>Boards together with dependants</i>	Board less boarding costs at home locality	Rent less employee contribution
<i>No established mode of living</i>	Board less employee contribution	Rent less employee contribution

Additions		
<i>Meals (with cooking facilities)</i>	According to current rates	Nil
<i>Incidental expenses</i>	Nil	Nil
<i>Continuing expenses at home locality</i>	See Continuing Expenses below.	

Schedule 3 Employees - Without Dependants

<i>Usual situation at home locality</i>	<i>Situation at temporary station</i>	
	<i>Boarding</i>	<i>Renting</i>
<i>Owns or buying own home</i>	Board less employee contribution	Rent, subject to rent ceiling
<i>Rents</i>	Board less employee contribution	Rent (subject to rent ceiling) less rent at home locality
<i>Boards</i>	Board less board at home locality	Rent (subject to rent ceiling) less cost of board at home locality
<i>No established mode of living</i>	Nil	Nil
Additions		
<i>Meals (with cooking facilities)</i>	According to the current rate	
<i>Incidental expenses</i>	Half of the current rate	

Continuing expenses: Reasonable and unavoidable continuing expenses incurred at the home locality may be reimbursed subject to proof of expenditure. These expenses can only be paid while an employee is in receipt of Reviewed Rate of Travelling Allowance. Transferred employees, not accompanied by dependants, are not normally eligible to claim continuing expenses.

Expenses necessarily incurred: No allowance, other than for expenses necessarily incurred, may be paid to an employee who is not required to be absent overnight, apart from Part-Day Travelling Allowance.

RELOCATION

Clause 90 of the Agreement provides that eligible ARPANSA employees who are relocated are entitled to reimbursement for certain costs incurred in the process. Further provisions relating to relocation are detailed below.

Relocation provisions: The CEO may approve the reimbursement of reasonable costs associated with relocation of employees from one locality to another upon ongoing engagement, promotion or transfer, with discretion as to the overall package.

Assistance to be provided may include the costs on sale and purchase of housing, the cost of removal/conveyance of the employee, their dependants and furniture and household effects, furniture storage, and assistance with meeting the costs of temporary accommodation (both long and/or short term) as appropriate.

The Relocation Table below is a guide to the possible allowances that may be payable depending on an employee's individual circumstances.

Relocation Table

<i>Entitlements</i>	<i>Engagement as an Ongoing Employee</i>	<i>Promotion or Ongoing Assignment of Duties</i>	<i>Temporary Assignment of Duties</i>
<i>Fares/Motor Vehicle Allowance To Take Up Duty</i>	Employee and their dependants	Employee and their dependants	Employee and their dependants where move is more than 3 months
<i>Freight Of Vehicle</i>	Where fares have been paid to take up duty	Where fares have been paid to take up duty	Where move is more than 3 months
<i>Meals And Accommodation En Route To New Location</i>	Reimbursement of reasonable costs for employee and their dependants	Reimbursement of reasonable costs for employee and their dependants	Reimbursement of reasonable costs for employee's dependants where move is more than 3 months
<i>Travelling Allowance</i>		Paid en route to Employee	Paid en route and during transfer to Employee
<i>Temporary Accommodation Allowance</i>	Subject to eligibility and employee contribution	Subject to eligibility and employee contribution	
<i>Advance Of Bond Monies</i>	Only if receiving TAA	Only if receiving TAA	Where move is more than 3 months
<i>Removal Costs</i>	Furniture and effects; storage	Furniture and effects; storage; return fares to effect uplift at delegate's discretion	Necessary items where move more than 3 months, & return fares to effect uplift at delegate's discretion
<i>Pet Removal Costs</i>	Subject to a maximum	Subject to a maximum	Subject to a maximum where move is more than 3 months
<i>Reunion Fares</i>			Where move more than 3 months & employee is unaccompanied by dependants
<i>Disturbance Allowance</i>		Payable when relocation is for more than 12 months	Payable when relocation is for more than 12 months
<i>Sale And Purchase Of Home</i>		Subject to eligibility, some legal and other sale/purchase-related costs may be payable	

Where the CEO determines that exceptional circumstances exist, alternate or additional flexible provisions to facilitate relocation of an employee may be approved.

Removal and storage expenses: Employees and their dependants will be entitled to:

- the cost of conveyance by the most economical means; and
- the reasonably incurred cost of removal and, if required, storage of furniture and household effects;

from the original locality to the new locality.

Travel by private motor vehicle: Eligible employees who have been authorised to travel to the new locality by private motor vehicle will be entitled to the Motor Vehicle Allowance as outlined in sub-clause 88.1 of the Agreement. Depending on the length of the journey, the eligible employee may also be entitled to reimbursement of reasonable expenses en route on production of receipts.

Registration Costs for Motor Vehicle: Eligible employees will be entitled to reimbursement of the costs of transferring the registration of one motor vehicle and the transfer of his or her driver's licence.

Disposal of furniture: Eligible employees, who elect to sell all or some furniture and household effects in lieu of removing them to the new locality, will be reimbursed an amount equal to the loss. Employees must provide proof of loss sustained as a result of the sale of furniture. The total amount reimbursed will not exceed the amount that would have been payable if all the furniture and household effects had been removed to the new locality.

Compensation for loss or damage: Where the removal of furniture and household effects is carried out in accordance with arrangements approved by the CEO, compensation will be payable for loss or damage up to a maximum of \$65,400.

Telephone Connections: If any employee had a telephone service at their original locality, they will be entitled to reimbursement of reasonably incurred costs associated with the connection or reconnection of a telephone service at the new locality.

Removal of pets: Employees will be entitled to reimbursement of costs with respect to kenneling and transporting pets in accordance with the Expense Related Allowances section of this Guide.

Retirement or death of employees: Eligible employees, who retire, are retired or die prior to the assignment of duties that take them to the new locality, may have payment approved by the CEO for the expenses reasonably incurred in respect of conveyance and removal of furniture and household effects.

Cessation of non-ongoing employees: Where a non-ongoing employee, who has had the costs of conveyance and removal met by ARPANSA on commencement of employment, ceases employment other than as the result of breach of the APS Code of Conduct, resignation or application to move from a remote locality, the CEO may approved the reasonable conveyance and removal costs to the employee's original residence.

Disturbance allowance: Sub-clause 90.4 of the Agreement provides for payment of disturbance allowance. Employees will be entitled to this payment where they have been required to move from one ARPANSA office location to another as a result of re-assignment of duties for a period of 12 months or more. The allowance will be a single payment to offset any costs associated with the removal which have not already been reimbursed. This payment will be subject to taxation at the time of payment.

Temporary accommodation allowance (TAA): Employees will be entitled to assistance with the costs of temporary accommodation both at the original locality and the new locality. Assistance with the cost of temporary accommodation may take the form of:

- short-term temporary accommodation at the original locality (settling out);

- short-term temporary accommodation on arrival at the new locality (settling in);
- renting or boarding costs at the new locality until suitable long-term accommodation becomes available (longer-term temporary accommodation) including advance of bond monies and utility connection deposits; and/or
- provision of staff housing for a specified period where deemed appropriate by the CEO.

Entitlement to temporary accommodation allowance will depend on the employee's pre-location accommodation arrangements, whether the employee has dependants, and whether the dependants accompany the employee to the new locality. The rate payable will be based on an allowance less an employee contribution. Time limits will apply in respect of the individual components.

Settling out: Settling out allowance is payable at the pre-relocation locality following removal of furniture and effects for up to 7 days. Schedules 1, 2 and 3 below set out the suitable short-term accommodation as determined appropriate by the CEO.

Settling in: Settling in allowance is payable at the new locality pending delivery of furniture and effects to suitable longer-term accommodation from 7 days before an employee commences duty at the new locality up until the earlier of:

- the day on which suitable longer-term temporary or long-term accommodation becomes available;
- in the case of an employee with, but unaccompanied by, dependants, 13 weeks after the day the employee commenced duty at the new locality; or
- in the case of any other employees, 3 weeks after the day employees commence duty at the new locality.

Suitable short-term accommodation as determined appropriate by the CEO is in accordance with Schedule 1, 2 or 3.

Longer-term temporary accommodation: Longer-term temporary accommodation is payable to employees who move from short-term temporary accommodation to longer-term temporary accommodation where long-term accommodation is genuinely unavailable, up until the earlier of:

- the day on which suitable long-term accommodation becomes available;
- in the case of employees with, but unaccompanied by, dependants, 13 weeks after the day the employee commenced duty at the new locality;
- in the case of employees who resided in boarding or rental accommodation at the pre-transfer locality, 13 weeks after the day on which employees commence duty at the new locality; or
- in the case of any other employees, 12 months after the day employees commence duty at the new locality.

Suitable longer-term accommodation is as determined from time to time by the CEO in accordance with rental ceilings. In extenuating circumstances, the CEO may approve an increase in the rental ceiling.

Employees who move to another locality on a temporary transfer basis and continue to own their home at the original locality and do not buy a home at the new locality, may have their period of temporary accommodation allowance extended for the duration of the period of the temporary transfer.

Extension of time limits: The CEO may, having regard to the factors of each individual case, extend employees' entitlements to temporary accommodation allowance. Extensions will not be granted where employees cannot demonstrate that every effort has been made to find suitable long-term accommodation.

Employee contributions: Employees are required to make a contribution towards the cost of temporary accommodation, based on their salary. The level of contribution is dependent on:

- the type of long-term accommodation occupied at the original locality; and
- whether the employee is accompanied by his/her dependants during the temporary accommodation allowance period. Unless otherwise determined by the CEO:
 - an employee with dependants who is unaccompanied by those dependants for the whole period he or she is at the new locality will be regarded as an employee without dependants; and
 - where a period of temporary accommodation allowance for an employee with, but unaccompanied by, dependants is extended beyond 13 weeks, the rate will be as for an employee accompanied by dependants.

The rate of employee contribution will be in accordance with the Expense Related Allowances section of this Guide.

Advance of bond monies and utility connection deposits: The CEO may approve an advance of bond monies and/or utility connection deposits. The advance will be recovered from the employee's salary at the end of the relevant leasing period, or at the earlier of the termination of Travelling Allowance payments or Temporary Accommodation Allowance.

Calculation of allowances

Schedule 1

Employee's with Dependants Boarding at New Locality

<i>Previous accommodation status</i>	<i>Boarding alone at new locality</i>	<i>Boarding with dependants at new locality</i>
<i>Owned or buying own home, or renting</i>	Full cost of board. Allowance for meals not included in board. Allowance for incidentals.	Board less contribution. Allowance for meals not included in board during settling in period.
<i>Boarded together with dependants</i>	Full cost of board less any difference between cost of board at pre-transfer locality for employee and dependants and board for dependants only. Allowance for meals not included in board. Allowance for incidentals.	Board less contribution during settling in period - nil beyond. Allowance for meals not included in board during settling in period – nil beyond.

Schedule 2 Employees with Dependants Renting at New Locality

<i>Previous accommodation status</i>	<i>Renting alone at new locality</i>	<i>Renting with dependants at new locality</i>	
		<i>Renting furnished</i>	<i>Renting unfurnished</i>
<i>Owned or buying own home</i>	Full rent. Full reasonable cost of existing gas or electricity supply. Allowances for meals and incidentals.	Rent less contribution.	Rent less contribution.
<i>Rented unfurnished accommodation</i>	Full rent. Full reasonable cost of existing gas or electricity supply. Allowances for meals and incidentals.	Rent less contribution – only if unfurnished accommodation is unavailable.	NIL
<i>Rented furnished accommodation</i>	Full rent. Full reasonable cost of existing gas or electricity supply. Allowances for meals and incidentals.	NIL	NIL
<i>Boarded together with dependants</i>	Full rent less any difference between board for employee and dependants at pre-transfer locality and board for dependants only at pre-transfer locality. Full reasonable cost of existing gas or electricity supply. Allowances for meals and incidentals.	NIL	NIL

Schedule 3 Employees without Dependants

<i>Previous accommodation status</i>	<i>Boarding at new locality</i>	<i>Renting at new locality</i>	
		<i>Renting furnished</i>	<i>Renting unfurnished</i>
<i>Owned or buying own home</i>	Board less contribution. Allowance for meals not included in board.	Rent less contribution.	Rent less contribution.
<i>Rented unfurnished accommodation</i>	Board less contribution. Allowance for meals not included in board.	Rent less contribution – only if unfurnished accommodation is unavailable.	NIL
<i>Rented furnished accommodation</i>	Board less contribution. Allowance for meals not included in board.	NIL	NIL

<i>Previous accommodation status</i>	<i>Boarding at new locality</i>	<i>Renting at new locality</i>	
		<i>Renting furnished</i>	<i>Renting unfurnished</i>
<i>Boarded</i>	Board less contribution during settling in period. Allowance for meals not included in board during settling in period.	NIL	NIL

EDUCATION COSTS ALLOWANCE

Employees relocated may be entitled to Education Costs Allowance where the CEO considers a dependent child's welfare or scholastic progress would be seriously prejudiced if the child were required to change schools in the second last and final years of a course of secondary education (Years 11 or 12) due to an employee's move to another locality.

Education Costs Allowance may also be payable in exceptional circumstances for students below the second last and final years of a course of secondary education (Years 11 and 12) if the CEO considers that their education would be adversely affected by moving.

Education Costs Allowance is not payable where a student is already boarding at a school prior to the move. Tuition fees are not payable where the employee is already paying tuition fees prior to the move.

The CEO may approve reasonable costs of tuition and boarding for a student, at a school or elsewhere, during school terms at the pre-move locality or another locality which, in the opinion of the CEO is reasonable in the circumstances.

Assistance takes the form of an allowance for boarding a child at a school or elsewhere, and an allowance for tuition fees where the child changes school at the pre-transfer locality and the cost of tuition increases.

Boarding and tuition cost allowances will be calculated in accordance with the Expense Related Allowances section of this Guide.

EDUCATION FARES ASSISTANCE

Where a child of an ongoing employee, who ordinarily lives with the employee, is receiving primary or secondary education at a school in a locality other than where the employee is stationed, and, as a result, the child does not live with the employee, the CEO will authorise reimbursement to the employee as follows:

- if the child travels from the locality where he or she is receiving education to the locality where the employee is stationed, an amount equal to the cost of return fares reasonably incurred by the employee; or
- if the child travels from the locality where he or she is receiving education to a locality other than where the employee is stationed to visit the employee or the partner/spouse of the employee, an amount equal to the lesser of the cost of return fares reasonably incurred by the employee, and the amount that would have been reimbursed if the child had travelled to the locality where the employee is stationed.

An employee will be reimbursed for two return fares per eligible child during a school year. The CEO may authorise the reimbursement of an additional visit when considered reasonable.

SALE AND PURCHASE OF HOME ALLOWANCE

Relocated employees will be entitled to be reimbursed relevant legal and other expenses on the sale and purchase of homes as a consequence of their relocation. The sale and purchase allowances are only payable in respect of one home in each locality. No entitlement arises unless the employee is an employee at the time of sale or purchase.

These allowances do not apply to employees on engagement who, prior to commencing employment with ARPANSA, owned and resided in their own home and whose designated home base remains the city in which they resided prior to the contract of employment.

Sale allowance: Employees may be reimbursed sale costs at the original locality on the home in which the employee (and dependants) ordinarily and permanently resided immediately prior to engagement as an ongoing employee, re-assignment of duties or promotion which requires relocation.

Purchase allowance: Employees may be reimbursed costs associated with the purchase of a home at the new locality. Eligibility for this allowance is dependent on the employee first establishing sale entitlement.

Ownership of homes: The CEO may consider an employee to own a home if the home is owned in full or in part by the employee, or one or more dependants with whom he or she lives. Reimbursement of costs will be in proportion to the extent of the employee's ownership of a house.

Time limits - Sale entitlement: The time limit for a sale entitlement will be from the day employees receive written notification of the engagement, re-assignment of new duties or promotion and ending for:

- employees on a fixed period, two years after the day they ceased to be on a fixed period; or
- any other employees, two years after the day on which they commenced duty in the locality.

Employees who sell a dwelling under an agreement entered into before the end of the qualifying period for sale will have a sale allowance entitlement for that dwelling.

Employees who have entered into an agreement to buy or build a home in the original locality before the date the engagement, re-assignment of new duties or promotion is notified will have a sale allowance entitlement for that dwelling.

Time limits - Purchase entitlement: The time limit for a purchase entitlement will be from the day employees receive written notification of the engagement, re-assignment of new duties or promotion and ending for:

- employees on a fixed period, four years after the day they ceased to be on a fixed period; or
- any other employees, four years after the day on which they commenced duty in the locality.

Employees who have purchased a home at the new locality under an agreement entered into before the end of the qualifying period for purchase will have a purchase allowance entitlement for that dwelling.

Reasonable costs - Sale: Employees will be entitled to reimbursement of reasonable costs as follows:

- selling agent's commission, other than in connection with an unsuccessful auction;
- solicitor's professional costs and disbursements;
- mortgage discharge or penalty exit fees up to a maximum of interest for six months at the rate payable on discharge of the mortgage;
- if a solicitor was not engaged, expenses incurred in connection with the sale of the dwelling and discharge of a mortgage other than the sum referred to above; and

- if a selling agent was not engaged, expenses incurred in advertising up to a maximum of 10 per cent of the commission that would have been payable to an agent if one had been engaged.

Reasonable costs - Purchase: Employees will be entitled to reimbursement of reasonable costs as follows:

- solicitor's professional costs and disbursements calculated using the appropriate scale;
- evaluation fees and stamp duty;
- if a solicitor was not engaged, expenses incurred in connection with the purchase or mortgage of the dwelling (including stamp duty but not procurement fee); and
- expenses incurred in relation to housing loan insurance, building inspection and pest inspection.

The CEO may, where necessary, seek the advice of the relevant Australian Government Solicitor's office in determining reasonable costs.

DISTRICT ALLOWANCE

District Allowance is payable to an employee working and residing in a remote locality listed. It is an annual allowance, paid fortnightly with salary at the rates specified for each locality, depending on the grade of locality and whether the employee has eligible dependents. The rates for the payment of District Allowance are in accordance with the prescribed rates as outlined in Expense Related Allowance section of the Guide.

District Allowance is payable with respect to the following locations:

Rates of District Allowance

Alice Springs	Eucla	Nhulunbuy (Gove)
Broome	Giles	Norfolk Island
Cairns	Halls Creek	Port Hedland
Carnarvon	Kalgoorlie	Tennant Creek
Ceduna	Exmouth (Learmonth)	Katherine (Tindal)
Charleville	Longreach	Townsville
Christmas Island	Lord Howe Island	Weipa
Cobar	Meekatharra	Willis Island
Cocos (Keeling) Islands	Moree	Woomera*
Darwin	Mt Isa	

Note: The definition of eligible dependant is contained in Annex 3 of the Agreement.

The Woomera Rate is based on the prescribed rates for the former Woomera Allowance.

District Allowance does not count as salary for superannuation or severance payment purposes.

An employee with a partner/spouse who is also an employee entitled to District Allowance will be regarded as an employee without dependants for the calculation of the allowance.

Payment during periods of leave: District Allowance will be paid during periods of personal (sick) leave, recreation leave and other paid leave. However, for long service leave the allowance is paid only if the employee resides in the locality while on long service leave.

The CEO may authorise the payment of District Allowance to an employee in receipt of Travelling Allowance when he/she is temporarily stationed in a locality that would normally attract the payment of District Allowance. Generally, District Allowance is paid after the first 21 days when the employee becomes eligible for Reviewed Travelling Allowance.

