



Australian Government
**Australian Radiation Protection
and Nuclear Safety Agency**



ARPANSA Agreement

2017–2020





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and Nuclear Safety Agency**



ARPANSA Agreement

2017 – 2020



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Radiation Protection and Nuclear Safety Agency (ARPANSA)
(AG2017/3299)

ARPANSA AGREEMENT 2017 - 2020

Commonwealth employment

DEPUTY PRESIDENT KOVACIC

CANBERRA, 24 AUGUST 2017

Application for approval of the ARPANSA Agreement 2017 - 2020.

[1] An application has been made for approval of an enterprise agreement known as the *ARPANSA Agreement 2017 - 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Radiation Protection and Nuclear Safety Agency (ARPANSA). The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 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) I note that the Agreement covers these organisations.

[2017] FWCA 4401

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 31 August 2017. The nominal expiry date of the Agreement is 31 August 2020.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<Price code J, AE425245 PR595570>

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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 2017 - 2020**” and is made under section 172 of the *Fair Work Act 2009*.

2 COVERAGE

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)
- 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); trading as Professionals Australia (PA)
- Australian Manufacturing Workers Union (AMWU)

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

3 DURATION OF AGREEMENT

3.1 This Agreement will commence 7 days after it is approved by the Fair Work Commission and shall nominally expire 3 years from the date of commencement.

4 APPLICATION OF AGREEMENT

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

4.2 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.

4.3 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 clause 54 of this Agreement.

4.4 ARPANSA will make proposed changes to any guides, guidelines, policies and procedures that are in place to support the operation of this Agreement available to the Staff Consultative Forum for comment and feedback for a minimum period of two (2) weeks. ARPANSA will give genuine consideration to any comments or feedback received in relation to the proposed changes prior to the employment policy, procedure or guideline being finalised.

4.5 Particular guides, guidelines, policies and procedures will be applied on the basis of their terms at the time of any relevant action or decision.

5 FREEDOM OF ASSOCIATION AND WORKPLACE RIGHTS

- 5.1 ARPANSA recognises its obligation to protect an employee's freedom of association and their right to be represented in the workplace as prescribed under section 336 of the *Fair Work Act 2009*. Employees will not be disadvantaged or discriminated against because they are, or are not, a member of an industrial association.
- 5.2 A representative requested by an employee to act in this capacity may include an elected representative, a union workplace delegate, or a work colleague. ARPANSA and an employee's nominated representative will deal with each other in good faith.
- 5.3 The role of workplace representatives will be respected and facilitated, in accordance with the *Fair Work Act 2009*.
- 5.4 **Employee support and representation:** Employees who undertake corporate support roles, or represent other employees, play an important role in maintaining a positive workplace culture. ARPANSA recognises that employees perform these roles in addition to their usual role and responsibilities.

6 TERMINATION OF EMPLOYMENT – REVIEW

- 6.1 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)
 - at common law.
- 6.2 Termination of, or a decision to terminate employment, cannot be reviewed under the *Dispute Resolution Term* provisions set out at clause 55 of this Agreement.
- 6.3 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 sanctions where an employee has breached the *APS Code of Conduct* under section 15 of the *Public Service Act 1999*.

7 DELEGATIONS

- 7.1 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.

8 FORMAL ACCEPTANCE OF AGREEMENT AND SIGNATORIES

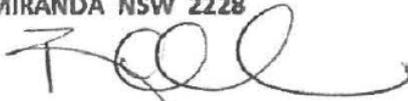
8.1 By signing below the employer and organisations bound by the Agreement signify their agreement to its terms and conditions.



Dated:

1/8/17

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



Dated:

1/8/17

Beth-Vincent Pietsch
Deputy Secretary
Community and Public Sector Union (CPSU)
1st Floor, 40 Brisbane Avenue,
BARTON ACT 2600



Dated:

2/8/17

Sharelle Herrington
Director,
Victorian Branch
Association of Professional Engineers, Scientists and
Managers, Australia (APESMA)
Level 1, 163 Eastern Road,
SOUTH MELBOURNE VIC 3205

Dated:

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

9 RATES OF PAY AND ADJUSTMENTS

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

- 3.0 per cent increase to base salary once the Agreement commences operation
- 2.0 per cent increase to base salary effective 12 months after the Agreement comes into operation
- 1.0 per cent increase to base salary effective 18 months after the Agreement comes into operation.

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

10 SALARY SUPPLEMENTATION

10.1 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 32 – Individual Flexibility Arrangements.

11 OTHER PAYMENTS AND TERMS AND CONDITIONS

11.1 The CEO may approve other terms and conditions of an employee's employment as provided for in this Agreement. The provision of other terms and conditions of an employee's employment will be facilitated through clause 32 – Individual Flexibility Arrangements.

12 SUPERANNUATION

12.1 **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.

12.2 **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.

12.3 **Superannuation advice:** Employees who are members of the CSS or PSSdb schemes will be reimbursed up to \$500, subject to the production of a receipt, for financial advice if considering changing arrangements

13 ADJUSTMENT OF ALLOWANCES

13.1 Adjustment of allowances (apart from expense related allowances) or other entitlements will be adjusted from the commencement of the Agreement.

14 ADJUSTMENT OF EXPENSE RELATED ALLOWANCES

14.1 The Expense Related Allowances contained in this Agreement are the minimum allowances payable. The CEO may increase the rates of allowances payable.

- 14.2 ARPANSA adopts prescribed rates to adjust expense related allowances including Travel, Temporary Accommodations, Motor Vehicle, Disturbance and Antarctic Allowances. Further information is contained at [Expense Related Allowances](#).

15 CATEGORIES OF EMPLOYMENT

- 15.1 Categories of APS employment are set out in sub-section 22(2) of the *Public Service Act 1999*.
- 15.2 ARPANSA reserves the right to engage employees on a non-ongoing basis for a specified term or for the duration of a specified task as prescribed under sub-section 22(2)(b) of the *Public Service Act 1999*.
- 15.3 An employee may also be engaged on a casual basis under sub-section 22(2)(c) of the *Public Service Act 1999* for duties that are irregular or intermittent. Casual employees may be engaged to fill a position for a specific project or fill a position for a short period of time. A casual employee may be employed by the day, for a single maximum period of three months or as per the specified arrangements agreed in the employee's employment contract.
- 15.4 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 on which the employee is not rostered to work. Casual employees are not entitled to pay point advancement.

16 UNIFIED CLASSIFICATION STRUCTURE

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

Operational Classifications:

Approved APS Classification	Local Designation
APS Level 1	ARPANSA Level 1
APS Level 2	ARPANSA Level 2
APS Level 3	ARPANSA Level 3
APS Level 4	ARPANSA Level 4
APS Level 5	ARPANSA Level 5
APS Level 6	ARPANSA Level 6
Executive Level 1	ARPANSA Executive Level 1
Executive Level 2	ARPANSA Executive Level 2 [Lower] ARPANSA Executive Level 2 [Upper]

Training Classifications:

Approved APS Classification	Local Designation
	ARPANSA Graduate (ARPANSA Broadband Levels 3 – 5)

- 16.2 **ARPANSA Graduate Broadband:** The ARPANSA Graduate Broadband encompasses ARPANSA Levels 3 to 5.
- 16.3 **Work Level Standards:** The Australian Public Service (APS) Work Level Standards (WLS), developed by the Australian Public Service Commission, provide a consistent platform for classifying positions at each of the eight APS classification levels. As a specialist, multi-disciplinary Agency, ARPANSA has built on the APS WLS to provide for a more comprehensive description of the specialised nature of the technical and professional work undertaken and the associated work value of the role.

16.4 **Qualifications:** The CEO may specify mandatory qualifications, being qualifications which are directly commensurate with the duties of the classification and consistent with the WLS.

17 METHOD OF PAYMENT

17.1 Employees will have their salary paid fortnightly in arrears by electronic funds transfer into a nominated account with a financial institution of their choice.

17.2 An employee's fortnightly salary will be calculated using the following formula:

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

18 SALARY ON ENGAGEMENT

18.1 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.

19 SALARY ON MOVEMENT

19.1 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.

19.2 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.

20 SALARY ON TEMPORARY ASSIGNMENT OF DUTIES

20.1 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).

20.2 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
- the duties to be carried out are within a safe and healthy work environment.

20.3 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.

20.4 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.

- 20.5 The allowance mentioned in sub-clause 20.4 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 Manager and/or Branch/Office Head within the relevant Branch or Office as necessary.
- 20.6 Notwithstanding sub-clause 20.5, 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.
- 20.7 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 20.4, 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.
- 20.8 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).
- 20.9 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.

21 SALARY ON PROMOTION

- 21.1 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.
- 21.2 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.
- 21.3 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.

22 SALARY ON REDUCTION

- 22.1 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.

- 22.2 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.

23 ARPANSA GRADUATE BROADBAND

- 23.1 The ARPANSA graduate designation is a broad-banded training classification involving work value covering the APS Level 3 to APS Level 5 classifications with advancement through the soft barriers subject to the graduate's performance and skill level being assessed as at least satisfactory in the graduate's APDS and there being sufficient work available at the higher classification level.
- 23.2 During the life of the Agreement, the parties will review the graduate broadband and in particular, the Graduate Recruitment Program (GRP), with the view of enhancing rotational placements, the experiential learning component and progression arrangements.
- 23.3 The GRP is an approximate 24 month program that provides graduates with access to professional development opportunities and mentoring expertise designed to assist the graduate make a positive contribution to ARPANSA's scientific and regulatory operations and programs.

24 ALLOWANCE PAYABLE ON MOVEMENT TO THE GRADUATE BROADBAND

- 24.1 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.

25 SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH A DISABILITY

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

26 PAY POINT ADVANCEMENT

- 26.1 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:
- satisfied the requirements of the ARPANSA's Performance Development System (APDS)
 - the supervisor has recommended pay point advancement after assessing the employee's performance as at least satisfactory
 - 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.
- 26.2 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 26.1 have been met and the employee's performance on their most recent APDS has been greater than satisfactory.

27 EXECUTIVE LEVEL 2 DESIGNATIONS IN ARPANSA

- 27.1 Noting the specific professional skills and abilities required for a small number of roles 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].
- 27.2 **Advancement between Executive Level 2 designations:** 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.

28 TEMPORARY ASSIGNMENT OF DUTIES TO THE SES CLASSIFICATION

- 28.1 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 20.
- 28.2 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. The allowance will be regarded as salary for the purposes of calculating travelling and meal allowances during their period of temporary assignment.

29 TEMPORARY ASSIGNMENT OF DUTIES TO ANOTHER APS AGENCY

- 29.1 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 (clause 2.27 of the *Australian Public Service Commissioner’s Directions 2016* refer).

30 SALARY PACKAGING

- 30.1 All ARPANSA employees covered by this Agreement will have access to salary packaging. Further information regarding salary packaging is available from People and Culture.

31 PAYMENT ON DEATH OF AN EMPLOYEE

- 31.1 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 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

32 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 32.1 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of any of the terms of this Agreement, where the arrangement meets the genuine needs of the employee and CEO.
- 32.2 A flexibility arrangement must be genuinely agreed to by the employee and the CEO.
- 32.3 The CEO must ensure that a flexibility arrangement agreed to under this clause:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 32.4 The CEO must ensure that the individual flexibility arrangement:
- (a) is in writing
 - (b) includes the name of the CEO and employee
 - (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
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement
 - (ii) how the arrangement will vary the effect of the terms
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement
 - (e) states the day on which the arrangement commences.
- 32.5 The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 32.6 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 EMPLOYMENT FRAMEWORK

33 ENGAGEMENT OF NEW EMPLOYEES

33.1 All ARPANSA employees will be employed in accordance with section 22 of the *Public Service Act 1999*. Further information is set out in ARPANSA's Recruitment and Selection Procedures and Probation Guidelines.

34 SEPARATION FROM THE APS

34.1 **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.

35 GROUNDS FOR TERMINATION OF EMPLOYMENT FROM THE APS

35.1 **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.

35.2 **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*.

35.3 **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 will be applied.

36 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 ARPANSA's *Outside Employment Policy*.

PART 5 ALLOWANCES – SALARY RELATED

37 WORKPLACE RESPONSIBILITY ALLOWANCE

37.1 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 (WHCO) by the CEO, or
- has been elected as a Health & Safety Representative under the *Work Health and Safety Act (Commonwealth) 2011*, or
- has been appointed as an Authorised Officer under section 36 of the *Public Interest Disclosure Act 2013*.

he or she shall be paid an allowance of \$37.00 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.

37.2 An employee may not receive payment for more than one of the allowances specified in sub-clause 37.1.

38 OFFICE DISRUPTION ALLOWANCE

38.1 The CEO will seek to prevent employees from being subjected to any “*office disruption*”. In situations where an “*office disruption*” occurs at a particular ARPANSA location due to unavoidable or other particular circumstances, affected employees may be paid an office disruption allowance of \$28.75 per day should alternative options such as redeployment to another work area, working from home or additional leave not be available. This amount is fixed for the life of the Agreement.

38.2 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).

38.3 Further information is contained in ARPANSA’s *Workplace Disruption Allowance Guidelines*.

PART 6 ALLOWANCES - OTHER

39 OVERTIME MEAL ALLOWANCE

- 39.1 **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 \$33.50 in addition to any overtime. This amount is fixed for the life of the Agreement.
- 39.2 **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
 - midnight to 1.00am.
- 39.3 **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.
- 39.4 **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.

40 LOSS OR DAMAGE TO CLOTHING OR PERSONAL EFFECTS

- 40.1 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.

41 ARPANSA DISABILITIES ALLOWANCE

- 41.1 **Eligibility:** This allowance applies to ARPANSA employees engaged in trade-based activities at the ARPANSA Level 3 classification (APS Level 3).
- 41.2 **Rate:** An ARPANSA Level 3 employee to whom this clause applies shall be paid a disabilities allowance at the rate of \$3.40 for every hour he or she is required to undertake trade based activities. This amount is fixed for the life of the Agreement.

PART 7 PERFORMANCE MANAGEMENT

42 PERFORMANCE DEVELOPMENT SYSTEM

- 42.1 **Overview:** In upholding and promoting APS Employment Principle 10A(1)(d) of the *Public Service Act 1999*, the CEO will support employees to achieve effective performance by ensuring that ARPANSA:
- (a) continues to build the capability necessary to achieve the outcomes expected by Government
 - (b) continues to improve employees understanding of their work responsibilities and the performance and ethical standards expected of them
 - (c) continues to ensure that employees discuss and understand how their performance is measured against the agreed objectives
 - (d) continues to improve communication and facilitate structured and constructive feedback mechanisms between managers and their employees
 - (e) has fair and open performance management processes and practices that support a culture of high performance, in which all performance is effectively managed
 - (f) requires employees to participate constructively in ARPANSA's performance management system; i.e.: *ARPANSA's Performance Development System (APDS)*
 - (g) invests in building the capability of managers to manage performance effectively
 - (h) uses its APDS processes to guide salary movement (refer clause 26 on pay point advancement for details).
- 42.2 APDS is integral to ARPANSA delivering organisational objectives and outcomes and is a key component in ARPANSA' overall performance management framework.
- 42.3 APDS operates in alignment with ARPANSA's planning cycle; i.e.: on a financial year basis, with a planning session at the beginning of the cycle, a midpoint review session and an annual assessment; i.e.: regrouping, at the end of the cycle.
- 42.4 The objectives of APDS provide opportunities for employees to identify their learning and development and training needs to meet ARPANSA's objectives and in conjunction with their managers, develop appropriate skills to address those needs.
- 42.5 **Joint responsibility:** Each employee and their supervisor are jointly responsible for developing an APDS agreement. It is appropriate and encouraged that ongoing discussions between an employee and their supervisor about achievements and learning, development and training needs occur regularly throughout the year. It also provides the opportunity for informal upwards feedback. Supervisors will apply a "no surprises" approach in keeping employees regularly informed of their performance throughout the APDS cycle.
- 42.6 During the life of this Agreement, employees will be entitled to an annual bonus of \$300.00 in recognition of their participation in the APDS. 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 & Culture section will advise employees of progress against the 90% target being achieved at least 4 weeks prior to the end of year annual assessment.
- 42.7 The employees APDS forms part of their personal records and are subject to ARPANSA's policy on the storage and security of personal information.

43 LEARNING AND DEVELOPMENT

- 43.1 Consistent with APS Employment Principle 10A(1)(d) of the *Public Service Act 1999*, the CEO will support employees to achieve effective performance by ensuring ARPANSA builds the capability necessary to achieve outcomes expected by Government.
- 43.2 To support this outcome, ARPANSA will continue to provide funding to underpin a comprehensive learning, development and training program during the life of this Agreement. ARPANSA will provide employees with access to a range of relevant learning and development opportunities subject to approval.
- 43.3 In the event that the role and responsibilities of an employee changes, ARPANSA undertakes to provide the necessary, learning, development and training opportunities to equip the employee to carry out the revised duties.
- 43.4 **Professional and technical development:** The CEO is committed to recognising and supporting the professional and technical expertise of all employees through appropriate learning, development and training activities. The employee and the CEO may agree to a program of activities for the employee's professional development and/or 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.
- 43.5 **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 and clearly linked to the individual development needs of employees identified and agreed through the APDS process.

44 PERFORMANCE ASSESSMENT AND IMPROVEMENT

- 44.1 These provisions apply to all employees other than:
- (a) employees during a period of probation
 - (b) non-ongoing employees, or
 - (c) employees being case managed due to a suspected breach of the APS Code of Conduct, identified medical condition/injury or loss of essential qualifications.
- 44.2 At any stage during the APDS performance cycle where an employee's supervisor or section manager identifies that an employee's performance is below, and remains below, standard required, the supervisor may consider initiating a "Back on Track" process in order to assist the employee to attain and sustain effective performance as outlined in the employees' APDS Agreement.
- 44.3 Prior to initiating any action, the supervisor should discuss his or her concerns with the Section Manager, People and Culture. In the event, it is intended to proceed with a "Back on Track" program, the employee will be provided with advance notice of the purpose of the meeting with his or her supervisor and invited to bring along a support person should they wish.
- 44.4 The "Back on Track" process is a structured approach to performance improvement that is designed to be less formal and operate before the Managing Underperformance processes detailed at clause 45 below, commence. While an employee is participating in a "Back on Track" process their APDS is suspended.

44.5 **The “Back on Track” program:** Further information is contained in *ARPANSA’s Back on Track Procedures*.

45 MANAGING UNDERPERFORMANCE

45.1 **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.

45.2 **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.

45.3 **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
- require performance measures and standards to be clearly defined.

45.4 **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 APS/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.

45.5 **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.

45.6 During the assessment period, the supervisor will assess the employee’s performance on a fortnightly basis and prepare a progress report on the employee’s performance. The employee must be given the opportunity to provide comments on the supervisor’s progress report. Where the CEO considers it appropriate, the CEO may appoint an independent assessor from outside the work area to assess the employee’s performance.

45.7 If the employee has met the expected standard of performance at the end of the assessment period, no further action will be taken.

- 45.8 If the employee's performance fails to meet the expected standard at the end of the assessment period, the CEO will write to the employee asking him or her to show cause within ten working days as to why action, including termination of employment should not be taken.
- 45.9 **Personal support:** An employee may be accompanied by a person of their choice during any part of the proceedings.
- 45.10 **The process:** Further information is contained in *ARPANSA's Underperformance Procedures*.

46 MANAGING BREACHES OF THE APS CODE OF CONDUCT

- 46.1 Suspected breaches of the APS Code of Conduct will be dealt with under ARPANSA's procedural requirements, established in accordance with section 15(3)(a) of the *Public Service Act 1999* for determining whether an employee has breached the APS Code of Conduct.
- 46.2 Breaches of the APS Code of Conduct will be dealt with under ARPANSA's procedural requirements, established in accordance with section 15(3)(b) of the *Public Service Act 1999* for determining sanctions to be imposed for breaching the APS Code of Conduct.

47 MANAGING UNAUTHORISED ABSENCE FROM DUTY

- 47.1 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.
- 47.2 The provisions applicable to an employee subject to a period of probation, in relation to termination of employment, are set out in sub-sections 22(6) and 29(3)(f) of the *Public Service Act 1999*.

PART 8 WORK ENVIRONMENT

48 MANAGEMENT OF ILL AND INJURED EMPLOYEES

- 48.1 The parties to this Agreement agree that effective strategies for managing ill and injured employees contribute significantly to improving productivity and achieving ARPANSA's goals and objectives.
- 48.2 In circumstances where an employee is entitled to compensation under the *Safety, Rehabilitation and Compensation (SRC) Act 1988*, ARPANSA will apply its *Rehabilitation and Compensation Policy*.
- 48.3 In situations where an employee aged 65 years or over is not entitled to paid leave for compensation under the SRC Act, and has exhausted all paid leave entitlements, ARPANSA will look at options for mitigating this situation through the provision of additional paid miscellaneous leave up to the maximum leave entitlements prescribed under the SRC Act.
- 48.4 Where an ill or injured employee is not entitled to compensation under the SRC Act, ARPANSA will apply its *Fitness for Continued Duty Policy – Long Term Absences or Fitness for Continued Duty Policy – Short Term Absences*.

49 EMPLOYEE ASSISTANCE PROGRAM

- 49.1 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.

50 EXTRA DEPENDANT COSTS

- 50.1 Subject to sub-clause 50.2, 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.
- 50.2 Reimbursement of such expenses would be subject to the employee obtaining prior approval to the arrangement from the CEO.

51 WORKPLACE DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITY

- 51.1 **Anti-discrimination and workplace diversity:** -ARPANSA is an organisation which values fairness, equity and diversity. Consistent with that aim, ARPANSA is committed to preventing and eliminating discrimination on the basis of race, colour, descent, national or ethnic origin, immigrant status and racial hatred, sex, sexual harassment, gender identity, intersex status and sexual orientation, marital status or relationship status, breastfeeding, family responsibilities, pregnancy, age, disability, religion, political opinion, irrelevant criminal record, national extraction, membership or non-membership of a trade union or social origin.

- 51.2 Consistent with the provisions of APS Employment Principle 10A(1)(f) of the *Public Service Act 1999*, the CEO will put in place measures directed at ensuring that all relevant anti-discrimination laws are complied with.
- 51.3 In upholding and promoting APS Employment Principle 10A(1)(g) of the *Public Service Act 1999*, the CEO of ARPANSA will put in place measures directed at ensuring that:
- (a) the diversity of ARPANSA employees is recognised, fostered and made best use of within the workplace, taking into account the Agency's business goals and the skills required to perform the relevant duties
 - (b) ARPANSA employees are helped to balance their work, family and other caring responsibilities effectively.
- 51.4 During the life of the Agreement, ARPANSA will review and implement a new *Workplace Diversity Program* in accordance with section 18 of the *Public Service Act 1999*.
- 51.5 **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
 - the identification and redress of specific workplace issues or needs that affect Indigenous Australian employees.
- 51.6 **Carers Room:** 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. Further detail is contained in ARPANSA's *Carers Room Guidelines*.
- 51.7 **Facilities for nursing mothers:** ARPANSA will make arrangements to provide suitable facilities 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
 - adequate refrigeration space for storage of expressed milk.
- Nursing mothers are entitled to take paid lactation breaks when and where possible. ARPANSA will encourage the support of managers and colleagues for nursing mothers.
- 51.8 **Training:** 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.

52 WORK, HEALTH AND SAFETY

- 52.1 ARPANSA acknowledges its responsibilities under the *Work Health and Safety Act 2011* and the *Safety, Rehabilitation and Compensation Act 1988* and seeks to meet these responsibilities by encouraging a cooperative and consultative relationship with its employees and their representatives in regard to Work Health and Safety issues.

- 52.2 **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
- 52.3 **Eyesight testing:** The CEO agrees that the reasonable cost of prescribed spectacles will be met, where they are certified as necessary to achieve vision to perform tasks associated with screen based work, and/or undertake specialised work tasks which require particular visual acuity not normally required for general tasks (eg. microscopy).
- 52.4 Employees are entitled to testing 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.
- 52.5 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.
- 52.6 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 \$235.00
<i>Bifocal or multifocal lenses</i>	Up to \$386.00

PART 9 PARTICIPATIVE WORK PRACTICES

53 CONSULTATION

53.1 This clause applies if the CEO:

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

Major change

53.2 For a major change referred to in sub-clause (53.1)(a):

- (a) the CEO must notify the relevant employees of the decision to introduce the major change
- (b) sub-clauses 53.3 to 53.9 apply.

53.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

53.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation
 - (b) the employee or employees advise the CEO of the identity of the representative
- the CEO must recognise the representative.

53.5 As soon as practicable after making his decision, the CEO must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change
 - (ii) the effect the change is likely to have on the employees
 - (iii) measures the CEO is taking to avert or mitigate the adverse effect of the change on the employees
- (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
 - (ii) information about the expected effects of the change on the employees
 - (iii) any other matters likely to affect the employees.

53.6 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.

53.7 The CEO must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

53.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to ARPANSA, the requirements set out in sub-clauses 53.2(a) and 53.3 and 53.5 are taken not to apply.

- 53.9 In this clause, 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.

Change to regular roster or ordinary hours of work

- 53.10 For a change referred to in sub-clause 53.1(b):
- (a) the CEO must notify the relevant employees of the proposed change
 - (b) sub-clauses 53.11 to 53.15 apply.
- 53.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 53.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation
 - (b) the employee or employees advise the CEO of the identity of the representative the CEO must recognise the representative.
- 53.13 As soon as practicable after proposing to introduce the change, the CEO must:
- (a) discuss with the relevant employees the introduction of the change
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change
 - (ii) information about what the CEO reasonably believes will be the effects of the change on the employees
 - (iii) information about any other matters that the CEO reasonably believes are likely to affect the employees
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 53.14 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 53.15 The CEO must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 53.16 In this clause:
- relevant employees means the employees who may be affected by a change referred to in sub clause 53.1.

54 STAFF CONSULTATIVE FORUM

- 54.1 In addition to the formal consultation arrangements as provided at clause 53, ARPANSA is committed to consulting directly with employees and, where they choose, their representatives to promote employee satisfaction and welfare, and organisation productivity, through a cooperative working relationship.
- 54.2 ARPANSA will continue to support employees' participation fora at the branch, office and section level. The ARPANSA Staff Consultative Forum (SCF) shall continue during the life of this Agreement.
- 54.3 ARPANSA will consult with, and give genuine consideration to the views of, staff on issues relating to the implementation and operation of this Agreement, that is, issues affecting the employment conditions of employees.
- 54.4 The objectives of the SCF are to provide a consultative environment which:
- promotes constructive workplace relations within ARPANSA;
 - facilitates the exchange of information and promotes an understanding of management and employees and employee representatives issues;
- 54.5 The SCF will maintain an agreed terms of reference. Further information can be found in the SCF's *Operating Procedures and Guidelines*.

55 DISPUTE RESOLUTION TERM

- 55.1 If a dispute relates to:
- (a) a matter arising under this Agreement, or
 - (b) the National Employment Standards;
- 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 the Fair Work Commission.
- 55.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute
 - (ii) make a determination that is binding on the parties.
- Note:* If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*.

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

- 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
 - (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 the Fair Work Commission in accordance with this clause.

56 REVIEW OF ACTIONS AFFECTING INDIVIDUALS

- 56.1 An employee may seek a review of actions under section 33 of the *Public Service Act 1999*.
- 56.2 **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.

PART 10 BALANCING WORK AND PERSONAL LIFE

57 WORKING FLEXIBLY

- 57.1 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 for flexible working arrangements.
- 57.2 The parties to the Agreement agree to work cooperatively to ensure that workplace arrangements provide employees with flexible working arrangements. Subject to approval, an employee may be granted regular part-time work, job sharing, flextime, working from home, flexible leave arrangements and development opportunities.
- 57.3 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.

58 HOURS OF WORK

- 58.1 **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; e.g.: 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.
- 58.2 **Standard day:** 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).
- 58.3 **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.
- 58.4 **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.

59 RECORDING ATTENDANCE

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

60 FLEXTIME

- 60.1 **Flexitime:** Flexitime is a system of working hours 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. Further information can be found in ARPANSA's *Flexitime Policy*.
- 60.2 **Operation:** Flexitime will operate in ARPANSA subject to the provisions of this clause and ARPANSA's *Flexitime Policy*, unless the CEO
- considers it necessary, because of essential work requirements, for an employee or group of employees in a workplace to revert to the hours of a standard day for a period, or
 - removes an employee from flexitime for a specified period because that employee has failed to comply with the provisions of flexitime.
- 60.3 **Part-time employees:** Part-time employees may access ARPANSA's flexitime 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.
- 60.4 **Prior to cessation of employment:** Employees will be given the opportunity to balance their flexitime debits or credits. Where the employee has a flexitime 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 flexitime debit at the time of cessation, these will be recovered from the final monies due to the employee.

61 EXECUTIVE LEVEL EMPLOYEES WORKING ARRANGEMENTS

- 61.1 **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.
- 61.2 **Executive Level employees:** 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.
- 61.3 Except under the conditions outlined in sub-clauses 69.10, 69.13, 70.3 and 71.6 of this Agreement, Executive Level employees are not entitled to overtime payment.
- 61.4 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.
- 61.5 Executive Level employees are required to keep a record of their actual working hours.
- 61.6 **Flexible working hours:** Executive Level employees are not entitled to access the benefits of ARPANSA's *Flexitime Policy*.

- 61.7 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 61.3 and by agreement with their supervisors.
- 61.8 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.

62 WORKED CONTINUOUSLY

- 62.1 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.
- 62.2 **Five-hour break:** An employee should not work for more than 5 hours without a meal break of at least 30 minutes.

63 TIME OFF IN LIEU

- 63.1 An employee may elect to take time off in lieu of overtime payment if agreed with the supervisor. Time off in lieu will be provided on an "hour for hour basis" and payment made for the residual of the applicable overtime rate. 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.
- 63.2 **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.

64 MAKE UP TIME

- 64.1 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*.

65 PART-TIME EMPLOYEES

- 65.1 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.
- 65.2 Proposals for part-time employment: A proposal for part-time employment may be initiated by ARPANSA for operational reasons or by an employee for personal reasons. A full-time employee will not be pressured 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.
- 65.3 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.

- 65.4 **Terms and conditions:** Before part-time duty commences, the employee will be provided with a notice in writing specifying the terms and conditions of the part-time work. The notice will specify the prescribed weekly hours and the pattern of hours agreed, and will not be 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.
- 65.5 **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.
- 65.6 The employee will revert to the part time hours as specified under sub-clause 65.4 at the expiration of the temporary re-assignment.

66 MATURE AGE EMPLOYEES

- 66.1 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.
- 66.2 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.

67 WORKING FROM HOME

- 67.1 Where it is considered appropriate; e.g.: 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. Further information can be found in *ARPANSA's Home Based Work Policy and Guidelines*.
- 67.2 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.
- 67.3 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.
- 67.4 Employees who are permitted to work part of their duties at home will also be provided with ARPANSA equipment, including computer hardware and software for use at home.

68 WORKING FROM HOME ALLOWANCE

- 68.1 An employee is eligible for a mobile phone allowance of \$10.30 per fortnight and/or a broadband allowance of \$10.30 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 Manager, 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.

68.2 The allowance will not apply where ARPANSA has provided the employee with a mobile phone and/or a laptop including provision for internet access.

69 OVERTIME

69.1 **Definition:** Work will be considered overtime for a full-time day worker, in a classification where the rate for the classification is below the salary barrier, 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

69.2 **Performance:** Subject to the following sub-clause unreasonable hours), an employer may require an employee to work reasonable overtime at overtime rates.

69.3 **Unreasonable hours:** Circumstances in determining whether additional hours are reasonable or unreasonable are set out in section 62(3) of the *Fair Work Act 2009*. In particular, ARPANSA will take the following considerations into account in determining whether additional hours are reasonable or unreasonable:

- the risk to employee health and safety from working the additional hours
- the employee's personal circumstances including family responsibilities
- the number of hours worked by the employee over the four weeks ending immediately before the request to work the additional hours.

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

69.5 **Formula:**

Annual Salary	X	6	X	1.8
<hr/>				
313		36.75		1

69.6 **Direction:** Overtime is to be worked by prior direction, or if circumstances do not permit prior direction, subsequent approval in writing.

69.7 **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 *Use of Taxi Guidelines* and ARPANSA's overall WH&S responsibilities; authorise an employee who has performed additional duty to travel home in a taxi at ARPANSA's expense.

69.8 **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.

- 69.9 **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 65.4
 - 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 65.4 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
 - 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 65.4.
- 69.10 **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 65.4, 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
 - in any week a maximum of 36 hours 45 minutes ordinary and extra duty as applicable to an equivalent full-time employee.
- 69.11 **Rest relief after overtime:**
- (a) **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 69.11(b)
- (b) **Time off:** Where the provisions of sub-clause 69.11(a) 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.
- (c) **Reduced rest period:** If an employee is required to resume or continue work, without having had time off duty in accordance with sub-clause 69.11(b):
- payment at double ordinary time rates will be made to the employee for time worked until the requirements of sub-clause 69.11(b) are met.
- (d) **Emergency duty:** The provisions of sub-clauses 69.11(b) and 69.11(c) do not apply to overtime worked in the circumstances covered by clause 70 (Emergency Duty) unless the actual time worked is at least three hours on each call.
- (e) **Above barrier:** The provisions of this sub-clause will not apply to employees who are ineligible for overtime due to the salary barrier.

(f) **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.

69.12 **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.

69.13 **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. The “salary barrier” is the maximum salary payable to an APS Level 6.

70 EMERGENCY DUTY

70.1 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.

70.2 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.

70.3 **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.

71 RESTRICTION DUTY

71.1 **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.

71.3 **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 70 (Emergency Duty) will not apply where an employee is recalled to duty while restricted
- 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.

71.4 **Payment rate:** An employee will be paid an allowance at a rate of 9% of the employee's hourly rate of salary for each hour or part hour restricted. The hourly rate of payment will be calculated as follows:

71.5 **Formula:**

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

71.6 **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.

71.7 **Salary barrier:** In situations where exceptional circumstances exist; e.g.: 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 71.3 will be the maximum salary payable to an APS Level 6.

71.8 **Supplementary payment:** Notwithstanding the payment rate specified at sub-clause 71.3, 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 90.1). This amount is set for the life of the Agreement.

71.9 **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.

71.10 **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.

72 SHIFTWORK

72.1 **Introduction:** Whilst employees would normally be required to work "ordinary hours of duty" as set out at clause 58 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 incident which required 24-hours a day coverage; 7-days per week (ie: 24/7).

- 72.2 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 72.1 above and following the agreed consultative arrangements as set out at clause 53 of the Agreement.
- 72.3 **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 69 of the Agreement.
- 72.4 In addition to sub-clause 72.3 above, where an employee performs shift work 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.
- 72.5 **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.
- 72.6 **Introduction of shift work rostering arrangements:** In developing shift working rosters, ARPANSA will consult with affected employees and their representatives in accordance with clause 53. Shift rosters will specify the commencing and finishing times of each shift.
- 72.7 **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 the 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%

- 72.8 **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.

- 72.9 **Cessation of shift work – notice period:** Where a shift work arrangement as detailed in sub-clause 72.3 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.
- 72.10 **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 11 LEAVE ARRANGEMENTS AND PUBLIC HOLIDAYS

73 PORTABILITY OF ACCRUED ANNUAL LEAVE AND PERSONAL LEAVE

- 73.1 Where an employee joins ARPANSA (including on promotion or for an agreed period) 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 or recognised provided there is no break in continuity of service.

74 ANNUAL LEAVE

- 74.1 **Entitlement:** Employees will be entitled to 20 working days paid annual leave for each full year of service which will be credited progressively 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.
- 74.2 **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.
- 74.3 **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.
- 74.4 **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.
- 74.5 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

- 74.6 Any annual leave credits in excess of six weeks are called "*excess annual leave credits*".
- 74.7 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 an 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.
- 74.8 The CEO may defer the commencement of the compulsory leave under sub-clause 74.7 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.

- 74.9 **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.
- 74.10 **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.
- 74.11 **Shift workers:** Shift workers 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.
- 74.12 **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.
- 74.13 **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.
- 74.14 **Public holidays:** Where any gazetted public holiday (plus the ARPANSA 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.
- 74.15 **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 in lieu of any unused annual leave credits based on the employee's final rate of salary, including any allowances that would have been paid to the employee during periods of annual leave.
- 74.16 **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
 - has exhausted all his or her paid personal leave
 - has applied for annual leave.

75 ADDITIONAL PURCHASED LEAVE [48/52]

- 75.1 **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. Further information on purchased leave is outlined in ARPANSA's Additional Purchased Leave Guidelines.

76 PERSONAL LEAVE

- 76.1 **Entitlement:** An ongoing employee is entitled to the following amount of paid personal leave:
- 18 days on and from the date of engagement of 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 65.4 as of the day of accrual.
- 76.2 **Unused entitlements:** Personal leave entitlements, which are unused at the completion of the year, will accumulate.
- 76.3 **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).
- 76.4 Employees must advise their supervisor of their absence or their intention to be absent as soon as practicable.
- 76.5 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
 - for compelling personal reasons, including family responsibilities.
- 76.6 **Medical evidence:** 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; e.g.: a certificate from a registered health practitioner in accordance *with* Division 5 Part 2 of the *Fair Work Act 2009*.
- 76.7 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.
- 76.8 **Infectious disease contacts:** An employee will be granted leave with pay where the Chief Medical Officer or their nominated representatives have directed a person to remain in Quarantine under the *Quarantine Act 1908* or succeeding *Biosecurity Act 2015*, or 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, for as long as they remain in quarantine.
- 76.9 The CEO may approve the anticipation by the employee of the next accruing personal leave credit where the employee has exhausted all paid personal leave credits.
- 76.10 Where the employee has exhausted his or her entitlements to paid personal leave credits, 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.

- 76.11 **Public Holidays:** Where any gazetted public holiday (plus the ARPANSA Christmas/New Year shutdown) for which the employee is entitled to payment occurs during any period of personal leave, the period of the holiday is not deducted from the employee's personal leave entitlement.
- 76.12 **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.
- 76.13 **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.
- 76.14 **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 unless otherwise provided for by legislation.
- 76.15 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 section 75 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.
- 76.16 Unused Personal Leave will accumulate, but will not be paid out on separation.
- 76.17 **Maternity leave:** If illness occurs during a period of unpaid maternity leave, personal leave may be granted where satisfactory medical evidence is provided.
- 76.18 **Personal leave on annual leave and/or long service leave:** If, during a period of annual leave or long service leave, an employee becomes eligible for personal leave, on application, personal leave will be granted. This is subject to the employee producing satisfactory evidence. The employee will be taken not to be on annual leave or long service leave for the affected period and annual leave or long service leave will be re-credited to the extent of personal leave granted.
- 76.19 **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.
- 76.20 **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.

77 COMPASSIONATE LEAVE

- 77.1 **Entitlement:** An employee is entitled to 2 days of paid compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life, or
 - (b) sustains a personal injury that poses a serious threat to his or her life, or
 - (c) dies.

- 77.2 Compassionate leave may be taken in accordance with section 105 of the *National Employment Standards*.
- 77.3 Casual employees are entitled to unpaid compassionate leave in accordance with section 106 of the *National Employment Standards*.

78 BEREAVEMENT LEAVE

- 78.1 **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. 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.

79 LEAVE TO TAKE UP OTHER GOVERNMENT EMPLOYMENT

- 79.1 An employee who undertakes employment covered by section 49 of the *Australian Public Service Commissioners Directions 2016* 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*.
- 79.2 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.

80 WAR SERVICE SICK LEAVE

- 80.1 **Entitlement:** Employees may be eligible to be granted war service sick leave while unfit for duty because of a war-caused condition.
- 80.2 A war-caused condition means an injury or disease of an employee that has been accepted by the Department of Veterans' Affairs to be war-caused or Defence-caused under the meaning of the *Veterans' Entitlements Act 1986* or the *Military Rehabilitation and Compensation Act 2004*.
- 80.3 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 re-joining 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.
- 80.4 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 re-joining the APS any unused accrued annual credits can be brought forward, subject to the maximum annual credit of nine weeks.

- 80.5 To be eligible for war service sick leave the employee needs only to provide a medical certificate stating that they are unfit for duty as a result of the war-caused or Defence-caused condition.
- 80.6 Leave from annual credits may not be granted until the special credit has expired.
- 80.7 Where an employee's war service sick leave credits have expired, personal leave provisions will apply.
- 80.8 War service sick leave counts as service for all purposes.

81 DEFENCE RESERVE LEAVE

- 81.1 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.
- 81.2 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.
- 81.3 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.
- 81.4 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.
- 81.5 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.
- 81.6 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.

82 PARENTAL LEAVE

- 82.1 **Maternity Leave:** An employee who is pregnant or who gives birth may be absent from the workplace in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act). An employee must have completed 12 months eligible service for paid maternity leave under the ML Act. The rate of pay for the period of paid absence will be calculated as for personal (sick) leave on full pay. The CEO will approve spreading the additional period over 24 weeks at a rate no less than half normal pay. If payment for 12 weeks is spread over 24 weeks only the first 12 weeks is to count as service
- 82.2 **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 ML Act, 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.
- 82.3 To be eligible to receive paid maternity leave as detailed in sub-clauses 82.1 and 82.2 above, an employee must have 12 months continuous service either:
- under the *Public Service Act 1999*, or
 - as outlined under section 5 of the ML Act.
- 82.4 An employee is entitled to 52 weeks leave of absence for each confinement. An employee, on ending the initial 52 weeks leave, will, on request, be granted an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 weeks leave period. An employee may apply to alter the dates and/or the duration of an absence at any time provided the following conditions are satisfied:
- 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.
- 82.5 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 12 weeks from this date.
- 82.6 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.
- 82.7 **Special maternity leave:** Where the eligible expecting mother experiences a pregnancy related illness, 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 in accordance with section 80 of the *Fair Work Act 2009*. Unpaid special maternity leave will count as service for all purposes. If the pregnancy ends within twenty weeks of the confinement the employee will be entitled to maternity leave in accordance with the ML Act.
- 82.8 **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.

- 82.9 **Flexible work arrangements for parents:** An employee who is a parent, or has responsibility for the care of a child under 18 years of age, may request flexible working arrangements, including part-time hours. The employee is not eligible to make a request unless they have completed at least 12-months of continuous qualifying service. The CEO may waive this requirement in exceptional circumstances.
- 82.10 A request made in accordance with sub-clause 82.9 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.
- 82.11 **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.
- 82.12 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.
- 82.13 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.
- 82.14 **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. If payment for 22-weeks is spread over 44-weeks only the first 22-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.
- 82.15 **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. Unpaid pre-adoption leave is provided for in accordance with section 85 of the *Fair Work Act 2009*.
- 82.16 **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.
- 82.17 **Return to work after parental leave:** Employees returning from maternity and parental leave are entitled to the return to work guarantee provided by section 84 of the *Fair Work Act 2009*.

83 LONG SERVICE LEAVE

- 83.1 **Authority:** The entitlement to long service leave is provided for under *the Long Service Leave [Commonwealth Employees] Act 1976* (LSL Act).
- 83.2 Long service leave will only be granted in blocks of at least seven calendar days at full pay, or at least 14 calendar days at half pay, per occasion. It must not, and will not be approved, to be broken by other forms of leave unless otherwise required by legislation.

84 JURY SERVICE

- 84.1 **Granting leave:** Leave of absence with pay will be granted to enable an employee to attend court as a juror (including attendance for jury selection).
- 84.2 **Reimbursement of reasonable expenses:** An employee will be reimbursed reasonable expenses incurred by the employee while attending court to serve as a juror.
- 84.3 **Counts as service:** Leave of absence granted under this sub-clause will count as service for all purposes.

85 COMMUNITY SERVICE LEAVE

- 85.1 The CEO may grant paid leave to employees for emergency services duties, including leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties. Leave of absence granted under this sub-clause will count as service for all purposes.

86 CAREER BREAK LEAVE

- 86.1 Career break leave is for the purposes of refreshment and renewal to employees who have completed at least 5 years' service in the ARPANSA.
- 86.2 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, except for the purposes of LSL Act unless the CEO determines otherwise, and only one grant of career break leave will be approved within any 5 year period after the initial completion of 5 years' service.

87 LEAVE FOR CULTURAL, CEREMONIAL AND NAIDOC PURPOSES

- 87.1 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 fulfil cultural obligations.
- 87.2 **Counts as service:** Leave of absence granted under this sub-clause will count as service for all purposes

88 MISCELLANEOUS LEAVE

88.1 **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.

88.2 **Conditions:** Leave may be granted:

- for the period requested or for another period
- with or without pay
- to count as service or not to count as service
- subject to conditions.

88.3 Further information is set out in ARPANSA's *Miscellaneous Leave Guidelines*.

89 PUBLIC HOLIDAYS

89.1 **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 gazetted under a law of a State or Territory to be observed generally within a State or Territory or a region of State or Territory. 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.

89.2 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.

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

89.4 **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.

89.5 **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.

90 CHRISTMAS/NEW YEAR SHUTDOWN

90.1 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

Note: Any January date referred to in the table above is the January of the following year to the day that Christmas falls.

90.2 For the purpose of sub-clause 90.1, the additional days observed over the Christmas/New Year shutdown shall be regarded as Public Holidays for all purposes.

PART 12 TRAVEL AND RELOCATION ENTITLEMENTS

91 DOMESTIC AIR TRAVEL

- 91.1 **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. ARPANSA’s [Accountable Authority Instructions on Official Travel](#) detail entitlements to travel related allowances.
- 91.2 **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.

92 OVERSEAS AIR TRAVEL

- 92.1 **Travelling time:** The duration of overseas air travel is 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
 - ends at the scheduled time of arrival at the locality that is the destination of the journey.
- 92.2 **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”.
- 92.3 **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.”
- 92.4 **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.
- 92.5 The total duration of rest periods at the destination and en-route up to:
- 48 hours in the case of travel:
 - from Australia to Europe, the Middle East, Africa, the West Indies, South America or Central America (including Mexico) or North America, or
 - to Australia from Europe, the Middle East, Africa, the West Indies, South America or Central America (including Mexico) or North America
 - 24 hours in any other case.
- 92.6 **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

- 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.

- 92.7 **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. In addition, ARPANSA will pay an airline club membership nominated by an employee who elects to travel at a lesser standard to that specified at sub-clause 92.2 and 92.3.
- 92.8 **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.

93 TRAVEL ALLOWANCES

- 93.1 **Travel rates:** Current rates for travel related allowances are in accordance with the relevant Expense Related Allowances as set out in clause 14. 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.
- 93.2 **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. Rates for meals and incidentals are as set out in the relevant Expense Related Allowance at clause 14. TA is in addition to the cost of conveyance.
- 93.3 **Accommodation and travel allowance:** In accordance with the whole of government travel contract, ARPANSA will cover the accommodation costs directly with that property. At all times, the standard of accommodation will be appropriate to that expected by a professional employee.
- 93.4 **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, the package of assistance to meet the additional costs incurred as a result of the employee being temporarily relocated will be determined by the CEO in consultation with the employee. The underpinning principle is that employee will not be out of pocket where the travel is in excess of three weeks.
- 93.5 **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.
- 93.6 **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, shall be paid an allowance of \$55.80.
- 93.7 **Continuing expenses:** Where an employee is in receipt of a payment under 93.3 above, reasonable and unavoidable continuing expenses incurred at the home locality may be reimbursed subject to proof of expenditure. Transferred employees, not accompanied by dependants, are not normally eligible to claim continuing expenses.

- 93.8 **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 93.4 above. Where possible, prior approval should be obtained by the employee before incurring the expense.
- 93.9 **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.

94 MOTOR VEHICLE ALLOWANCE

- 94.1 **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.
- 94.2 Motor Vehicle Allowance (MVA) for an employee working from home in accordance with clause 67 of the Agreement will be calculated from the employee's office-based site.
- 94.3 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.
- 94.4 The rate for MVA will be calculated in accordance with the rates set down in the Adjustment to Expense Related Allowances in clause 14 of this Agreement.
- 94.5 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.

95 EXCESS TRAVELLING TIME

- 95.1 **Excess travelling time (ETT) 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.
- 95.2 **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.

- 95.3 The rate of payment or time off in lieu will be:
- single time rate on Mondays to Saturdays
 - 1.8 times the single time rate on Sundays and Public Holidays.
- 95.4 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.
- 95.5 **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.
- 95.6 **Flextime:** An employee claiming payment for ETT is not entitled to claim the additional time for flextime purposes.
- 95.7 **Above barrier employees ineligible:** Employees above the salary barrier (ie: Executive Level employees) will not be eligible to receive payment for excess travelling time.

96 RELOCATION ASSISTANCE

- 96.1 **Access for existing employees:** Where ARPANSA initiates a permanent relocation (including ongoing transfer or promotion) of an employee, or the relocation is in the interest of ARPANSA reasonable relocation costs will be determined by the CEO in consultation with the employee 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.
- 96.2 **Requested move:** Relocation or temporary transfer at the request of the employee will only attract relocation assistance at the discretion of the CEO.
- 96.3 **Access for new employees:** Relocation assistance for reasonable costs will be determined by the CEO in consultation with the employee, for:
- transport and removal costs
 - temporary accommodation in the new location.
- 96.4 **Disturbance allowance:** The CEO may approve disturbance allowance on permanent movement requiring relocation.
- 96.5 **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.

96.6 **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.

96.7 **Further information:** Further information is set out in *ARPANSA's Relocation* Guidelines.

97 ANTARCTIC AND FIELD ALLOWANCES

97.1 Antarctic allowance:

- (a) **Purpose:** The purpose of the Antarctic allowance is to compensate for the isolation, severity of the climatic conditions and lack of amenities in Antarctica.
- (b) **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
- (c) **Supernumerary expeditioner:** Means an employee other than an expeditioner, who travels to Antarctica with an expedition.
- (d) **Rate:** An expeditioner is entitled to be paid the rate in accordance with Expense Related Allowances in clause 14 of this Agreement.
- (e) **Rate:** A supernumerary expeditioner is entitled to be paid the rate in accordance with Expense Related Allowances in clause 14 of this Agreement.

97.2 Common Duties Allowance:

- (a) **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.
- (b) **Application:** This provision 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.
- (c) **Rate:** An expeditioner is **entitled** to be paid \$11,485 per annum for a period of Antarctic duty.

97.3 Additional Duty Allowance:

- (a) **Purpose:** The additional duty allowance provides for an allowance instead of payment for overtime worked during a period of Antarctic duty.
- (b) **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
 - 50% of the maximum rate of salary for an ARPANSA Level 3 employee.

98 FIELD ALLOWANCES

- 98.1 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 69.4. 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 \$6.50 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.
- 98.2 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.
- 98.3 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.

99 DISTRICT ALLOWANCE

- 99.1 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 detailed below.
- 99.2 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	

- 99.3 **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.
- 99.4 District Allowance does not count as salary for superannuation or severance payment purposes.

- 99.5 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.
- 99.6 **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.
- 99.7 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.
- 99.8 **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.

100 SHORT-TERM OVERSEAS TRAVELLING ALLOWANCE

- 100.1 **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.
- 100.2 **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:

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

- 100.3 **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
 - in any other case - half that amount.
- 100.4 **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.

- 100.5 **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.
- 100.6 **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.
- 100.7 **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.
- 100.8 **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.
- 100.9 **Travelling allowance if allowance paid by another organisation:** The amount of travelling allowance payable to an employee under sub-clause 100.1 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.
- 100.10 **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.

101 MISCELLANEOUS OVERSEAS TRAVEL ENTITLEMENTS

- 101.1 **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
 - 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
- 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.

101.2 **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.

101.3 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.

101.4 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.

101.5 **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
- that would be payable to insure the personal effects for \$3730 AUD.

101.6 **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.

101.7 **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
- 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 101.6 is insufficient to meet the reasonable needs of the employee for clothing to undertake the travel, the employee is entitled to additional equipment allowance.

101.8 The amount of additional equipment allowance payable under sub-clause 101.7 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 \$266 AUD for each region. This amount is fixed for the life of the Agreement.

101.9 **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.

101.10 **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.

102 LONG-TERM OVERSEAS POSTINGS

102.1 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.

102.2 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.

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

103.1 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.

103.2 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 13 REDEPLOYMENT, REDUNDANCY AND RETIREMENT

104 REDEPLOYMENT, REDUNDANCY AND RETIREMENT

104.1 **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.

104.2 **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.

104.3 **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
- 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.

104.4 **Act responsibly:** An excess employee will 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.

- 104.5 **Process:** The following redeployment, termination of employment and redundancy provisions will apply to excess employees in ARPANSA.
- 104.6 **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
 - referral to a redeployment service provider
 - whether voluntary retrenchment might be appropriate and whether the employee(s) wishes to be offered voluntary retrenchment.
- 104.7 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.
- 104.8 The CEO will identify the employees who are excess to ARPANSA's requirements:
- one month after the discussions in sub-clause 104.6 have been held
 - may immediately advise those employees in writing that they are excess.
- 104.9 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.
- 104.10 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.
- 104.11 **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 the Commonwealth Superannuation Corporation (CSC)) or such other relevant service provider)
 - the taxation rules applying to the various payments (through the ATO).
- 104.12 In addition to providing information in sub-clause 104.11, 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.
- 104.13 Once the employee has received all of the aforementioned information, the employee will have a minimum of two weeks to consider the offer.

- 104.14 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 104.11, unless the employee has received all of the above information, and chooses to waive the remainder of the period.
- 104.15 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.
- 104.16 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.
- 104.17 **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.
- 104.18 **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).
- 104.19 **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.
- 104.20 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.
- 104.21 **Severance benefit:** Where an employee accepts an offer of voluntary retrenchment and the CEO terminates the employee's employment under section 29 of the *Public Service Act 1999*, the employee is entitled to be paid a severance benefit of 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 *Fair Work Act 2009* and NES.
- 104.22 **Minimum and maximum payments:** The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- 104.23 **Pro rata entitlement:** The redundancy benefit will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during the employee's period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
- 104.24 **Earlier periods of service:** For earlier periods of service to count, there must be no breaks between the periods of service, except where:
- (a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer, or

- (b) 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 then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*.

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

- service in ARPANSA
- Government Service as defined in section 10 of the Long Service Leave (*Commonwealth Employees) Act 1976*
- service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth 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
- 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.

104.26 **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.

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

104.28 **Rate of payment – Severance benefit:** For the purpose of calculating any payment under sub-clauses 104.21 to 104.27, 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
- 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.

104.29 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.

104.30 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.

104.31 **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.

104.32 If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period in sub-clause 104.31 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 104.31 above (ie: the NES component).

104.33 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.

104.34 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.

104.35 The retention periods specified in sub-clause 104.31 and the notice period specified in sub-clause 104.18 will be extended by any periods of personal (sick) leave supported by medical evidence which are taken during these retention and notice periods.

104.36 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 can demonstrate that there is insufficient productive work available for the employee in the agency during the remainder of their retention period, the CEO may 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 104.31 above) and this payment will be taken to include the payment in lieu of notice of termination of employment
- An additional redundancy payment equal to the amount the retention period was shortened by under clause 104.31 above (ie: the NES component).

104.37 **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.

104.38 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.

104.39 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	12 months after date of operation	18 months after date of operation
		\$	\$	\$	\$
APS Level 1	ARPANSA Level 1				
	under 18 (60%)	26,340	27,131	27,673	27,950
	at 18 (70%)	30,730	31,652	32,285	32,608
	at 19 (81%)	35,561	36,628	37,360	37,734
	at 20 (91%)	39,950	41,149	41,972	42,391
	Adult	43,901	45,219	46,123	46,584
		46,423	47,816	48,772	49,260
		48,162	49,607	50,599	51,105
	49,901	51,399	52,426	52,951	
APS Level 2	ARPANSA Level 2	51,398	52,940	53,999	54,539
		53,073	54,665	55,759	56,316
		54,748	56,391	57,519	58,094
		56,424	58,117	59,279	59,872
APS Level 3	ARPANSA Level 3	58,524	60,280	61,485	62,100
		60,845	62,670	63,924	64,563
		63,163	65,058	66,359	67,023
		65,484	67,448	68,797	69,485
APS Level 4	ARPANSA Level 4	67,449	69,472	70,862	71,570
		68,965	71,034	72,455	73,179
		70,481	72,595	74,047	74,788
APS Level 5	ARPANSA Level 5	72,596	74,774	76,269	77,032
		74,408	76,640	78,173	78,955
		76,221	78,508	80,078	80,879
APS Level 6	ARPANSA Level 6	78,507	80,863	82,480	83,305
		82,272	84,740	86,435	87,300
		86,035	88,616	90,388	91,292
		89,800	92,494	94,344	95,287

APS Executive Level Classifications

APS Classification	ARPANSA Classification Structure	Prior to lodgement	From date of operation	12 months after date of operation	18 months after date of operation
		\$	\$	\$	\$
Executive Level 1	ARPANSA Executive Level 1	96,987	99,897	101,895	102,914
		102,416	105,488	107,598	108,674
		107,840	111,075	113,297	114,430
		111,593	114,941	117,240	118,412
Executive Level 2	ARPANSA Executive Level 2 (Lower)	118,512	122,068	124,509	125,754
		125,434	129,197	131,781	133,099
		132,355	136,326	139,052	140,443
		134,581	138,619	141,391	142,805
Executive Level 2	ARPANSA Executive Level 2 (Upper)	139,963	144,162	147,045	148,516
		143,463	147,767	150,723	152,230
		147,050	151,461	154,490	156,035
		150,329	154,839	157,935	159,515

Training Classifications

APS Classification	ARPANSA Classification Structure	Prior to lodgement	From date of operation	12 months after date of operation	18 months after date of operation
		\$	\$	\$	\$
APS Level 3	ARPANSA Graduate	58,524	60,280	61,485	62,100
		60,845	62,670	63,924	64,563
		63,163	65,058	66,359	67,023
		65,484	67,448	68,797	69,485
APS Level 4		67,449	69,472	70,862	71,570
		68,965	71,034	72,455	73,179
		70,481	72,595	74,047	74,788
APS Level 5		72,596	74,774	76,269	77,032
		74,408	76,640	78,173	78,955
		76,221	78,508	80,078	80,879

ANNEX 2. SUPPORTED SALARY RATES

This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage system (SWS) under the terms of this agreement.

In this schedule:

Approved assessor: means a person accredited by the management unit established by the Commonwealth under the SWS to perform assessments of an individual's productive capacity within the SWS.

Assessment instrument: means the tool provided for under the SWS that records the assessment of the productive capacity of the person to be employed under the SWS.

Disability Support Pension: means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (C'th)*, as amended from time to time, or any successor to that scheme.

Relevant minimum wage: means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged.

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

SWS wage assessment agreement: means the document in the form required by the Department of Employment that records the employee's productive capacity and agreed wage rate.

Eligibility criteria

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

The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<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%

Provided that the minimum amount payable must be not less than \$84 per week.

Where an employee's assessed capacity is 10 per cent; they must receive a high degree of assistance and support.

Assessment of capacity

For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.

Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

Lodgement of SWS wage assessment agreement

All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union, which has an interest in the agreement, is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

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

Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only.

Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro-rata basis.

Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial Period

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

During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

The minimum amount payable to the employee during the Trial Period must be no less than \$84 per week.

Work trials should include induction or training as appropriate to the job being trialled.

Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment.

ANNEX 3. DEFINITIONS

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 2017–2020.

APDS means the ARPANSA Performance Development System.

APS means the Australian Public Service.

APSC means the Australian Public Service Commission

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*.

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.

Dependant in relation to an employee means:

- an employee's de-facto partner/spouse, and/or
- a child or parent of the employee or of the de-facto 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.

Family means a person who:

- is a spouse of the employee
- is a child including an adult child, adopted child, stepchild, or foster child of the employee
- is a parent, grandparent, grandchild or sibling of the employee, or the employee's spouse
- the CEO is satisfied has a strong affinity with the employee, or
- is a member of the employee's household.

and includes a person of the opposite or same sex to the employee.

Office Disruption 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*.

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), de-facto partner, former spouse or de-facto partner, child, adult, parent, grandparent, grandchild, or sibling of the employee or of the spouse or de-facto 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 employee.

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.

Support person means a person selected by the employee to provide support during a discussion the employee has with the employee’s manager or supervisor.

Usual place of work is the place that an ARPANSA employee would normally work; i.e.: Yallambie or Miranda.

Voluntary retrenchment means voluntary termination of an excess employee’s APS employment, also known as “voluntary retirement” or “voluntary redundancy.”

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

