



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



Memorandum of Understanding

2017–2020





Memorandum of Understanding

Between

**The Chief Executive Officer (CEO) of the
Australian Radiation Protection and
Nuclear Safety Agency (ARPANSA)**

and the:

**Community and Public Sector Union
(CPSU);**

**Professionals Australia (PA); and
Australian Manufacturing Workers'
Union (AMWU)**

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1. INTRODUCTION

This Memorandum of Understanding (MOU) between:

- The Chief Executive Officer (CEO) of the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA); and the
- Community and Public Sector Union (CPSU);
- Professionals Australia (PA); and,
- Australian Manufacturing Workers' Union (AMWU)

provides an agreed framework to guide the parties on the interpretation and application of the ARPANSA Agreement 2017-2020 (the "Agreement") on issues affecting the terms and conditions of employment of ARPANSA employees.

The MOU expresses a convergence of goodwill; confirming an intended common line of action between the parties. The MOU provides the parties with a shared understanding on their respective roles, responsibilities and obligations in relation to the operation of the Agreement.

2. DURATION, VARIATION AND TERMINATION OF THE MOU

This MOU will come into effect on the date the Agreement commences operation and will remain in force for the life of the Agreement. The MOU will terminate when a new enterprise agreement comes into operation unless otherwise agreed by the parties.

The operation and effectiveness of the MOU may be reviewed by the parties as required once it comes into effect. The parties may vary this MOU by agreement in writing providing any variation is consistent with the terms and conditions of employment of ARPANSA employees covered by the Agreement. The parties will negotiate in good faith in relation to any proposed variation to the MOU.

3. DISPUTE RESOLUTION

In the event of a dispute arising concerning the interpretation and application of the MOU that cannot be resolved through discussions at the workplace level; the parties agree that an applicant to the dispute may seek to utilise the dispute settlement term set out clause 55 of the Agreement in order to resolve the dispute.

4. INTERPRETATION AND APPLICATION OF AGREEMENT

The parties agree that the following terms and conditions underpin the interpretation and application of the Agreement; i.e. support the operation of the Agreement:

Clause 4 – Application of Agreement

For the purpose of clause 4 of the Agreement; the parties agree to consult on any proposed variation to guides, guidelines, policies and procedures that are in place to support the operation of the Agreement. For the purpose of clause 4 (and clause 53), “consultation” means providing the parties with access to all relevant information and a genuine opportunity to influence the decision maker and contribute to the decision making process before a final decision is made.

Clause 5 – Freedom of Association and Workplace Rights

For the purpose of clause 5 of Agreement; the parties agree that the following principles will apply to workplace delegates, including the rights and obligations within the workplace:

PRINCIPLES RELATING TO WORKPLACE DELEGATES

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

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

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

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

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

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

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

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

Sub-clause 5.4 –Employee Support and Representation

For the purpose of sub-clause 5.4 of clause 5 of the Agreement; the parties agree that 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. When providing support role or representative function (recognised by ARPANSA) outside the scope of their position description, the employee is entitled to reasonable paid time and access to reasonable appropriate training in which to carry out this service.

Clause 15 – Categories of Employment

Sub-clause 15.1 – Ongoing Employees

For the purpose of sub-clause 15.1 of clause 15 of the Agreement; the parties agree that the usual basis for engagement in the APS is as an ongoing employee under sub section 22(2)(a) of the *Public Service Act 1999*.

Clause 16 – Unified Classification Structure

Sub-clause 16.3 – Work Level Standards (WLS)

For the purpose of sub-clause 16.3 of clause 16 of the Agreement; the parties agree to continue to using ARPANSA occupational stream specific work level standards (WLS), which have been built on the APS-wide WLS developed by the APSC.

As provided in the ARPANSA Professional Officer WLS, entry level to the ARPANSA Professional Officer structure will be at the APS Level 5 classification with the exception of the graduate recruitment program, where the ARPANSA Graduate will be engaged at the APS Level 3 to 5 broad-band classification structure. Employees and, where they chose their representatives will be consulted on any proposed changes to the WLS.

Sub-clause 16.4 - Qualifications

For the purpose of sub-clause 16.4 of clause 16 of the Agreement; the parties agree that the CEO may specify mandatory qualifications, being qualifications which are directly commensurate with the duties of the classification and consistent with the ARPANSA occupational stream specific work level standards (WLS).

Employees, and where they choose their representatives, will be consulted on any changes to the mandatory qualifications specified for duties within ARPANSA.

Application of Classification Structure Allocation of APS Level 4 Technical Positions

ARPANSA agrees to provide Technical Officer; Level 2 (APS Level 3) employees with the opportunity to temporarily transfer to the APS Level 4 classification on a higher duties allowance basis as a staff development strategy should a suitable temporary vacancy at the APS Level 4 classification arise.

Should it be determined that an APS Level 3 Technical Officers' role has grown significantly in complexity, accountability and responsibility to warrant an ongoing APS Level 4 classification, then ARPANSA may initiate the necessary recruitment action to having the APS Level 4 role advertised for permanent filling.

It should be noted that APS Level 4 Technical Officer roles are not to be used as a substitute for, or to devalue APS Level 5 (Technical Officer, Level 3) roles where the work value has clearly been established at the APS Level 5 classification.

Trainee Technical Officer (TTO) Classification

Should ARPANSA require the services of a Trainee Technical Officer (ARPANSA APS Level 2 employee) during the life of the Agreement, the CEO will exercise his/her determination making powers under sub-section 24(l) of the PS Act to authorize this employment.

Terms of Engagement of TTOs

Employees engaged as Trainee APS (Technical), i.e. Trainee Technical Officer, will undertake a prescribed course of training as required. Following the successful completion of the prescribed course of training, the CEO will allocate the employee an approved operational classification of APS Level 3 (Technical Officer) in accordance with Rule 11 of the *Public Service Classification Rules 2000*.

On movement to the operational classification, the employee will be placed on the minimum pay point of the salary range of the APS Level 3 classification.

Clause 32 – Individual Flexibility Arrangements (IFA)

For the purpose of clause 32 of the Agreement; the parties agree that the number of other payments; eg: salary, and terms and conditions of employment arrangements entered into between an employee/s and the CEO under an IFA, will be reported to the Staff Consultative Forum each quarter.

Clause 38 – Office Disruption Allowance

For the purpose of clause 38 of the Agreement; the parties agree the CEO will consult with employees and where they choose their representatives, with the view to taking all reasonably practicable efforts to reach agreement regarding what constitutes disabilities and its effect. However, the CEO will ultimately decide on the applicability of what constitutes disabilities.

Clause 44 – Performance Assessment and Improvement

For the purpose of clause 44 of the Agreement; the parties agree that the following performance assessment and improvement procedures will apply in managing ARPANSA’s “Back on Track” program:

Principle: In accordance with clause 44 of the Agreement, ARPANSA is committed to creating a work environment in which satisfactory work performance is clearly defined, understood and acknowledged. The processes outlined in this MOU are designed to be a structured approach to performance improvement but are less formal than those outlined in the Managing Underperformance procedures set out at clause 45 of the Agreement.

Scope: The procedures apply to all employees other than:

- 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.

General: At any stage during the APDS performance cycle where an employee’s supervisor or 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.

Prior to initiating any action, the supervisor should discuss his or her concerns with the Director, 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.

APDS: While an employee is participating in a “Back on Track” process their APDS is suspended.

The “Back on Track” process will involve:

- (a) identification of areas of performance that require improvement
- (b) discussions between the employee and their supervisor to develop strategies to improve performance, including reasonable support that will be provided to the employee (including training or learning and development needs)
- (c) documentation of a “Back on Track” plan, which should be agreed by the employee and their supervisor, which will outline:
 - (i) performance expectations; that are realistic, reasonable, measurable, and consistent with the employee’s APDS during the period of the plan
 - (ii) arrangements for supervision and assessment during the period of the plan
 - (iii) arrangements for support, including training for the employee to assist in improving their performance during the period of the plan
 - (iv) regular assessments of progress against the “Back on Track” plan.

Where, at the end of a prescribed period; ie: usually eight weeks, an employee has attained and sustained fully effective performance, the process will cease.

Where, at the end of the prescribed period; an employee has not attained fully effective performance with reasonable support, the CEO may initiate the Managing Underperformance process shown at clause 45 of the Agreement.

Clause 45 – Managing Underperformance

For the purpose of clause 45 of the Agreement; the parties agree that the following performance assessment procedures will apply in managing an employee's underperformance:

Principle: In accordance with clause 45 of the *ARPANSA Agreement 2017–2020*, (the Agreement) ARPANSA is committed to creating a work environment in which satisfactory work performance is clearly defined, understood and acknowledged. ARPANSA recognises from time to time that an employee's performance may fall below the expected standard. In such circumstances ARPANSA is committed to a framework that is streamlined and efficient as well as having regard to the employee's circumstances.

Scope: These provisions apply to all employees other than:

- 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.

General: Should the employee not attain and sustain an acceptable level of performance as determined during the Performance Assessment and Improvement ("Back on Track") process detailed at clause 44 of the Agreement, the supervisor will, following discussions with the CEO, provide the employee with a written warning of the need for their performance to improve.

The warning will specify the acceptable standard of work, how the employee's work does not meet that standard and that performance will need to improve over an assessment period of three months.

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 standard in the context of setting yearly work agreements. The material contained in any position 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.

Consistent with the principles of procedural fairness an employee will at any time during any underperformance process be entitled to:

- an opportunity to be heard, including consideration of any extenuating circumstances such as domestic violence, psychosocial stressors, carer's responsibilities, etc.
- have the matter determined by an independent party
- have any decision based on evidence
- be provided with a statement of reasons.

The employee will also be entitled to have a support person present during any associated meetings dealing with the underperformance issue/s.

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

Where an employee's underperformance is directly attributable to his or her inability to adapt to technological or other changes in work methods or changes in the nature, extent or organisation of functions, the matter should be dealt with under the *Redeployment, Redundancy and Retirement* provisions outlined in Part 13 of the Agreement.

Notwithstanding the steps outlined below and after the written warning has been issued, should an employee accept at any stage, in writing, during the process, following such a warning, that the employee cannot attain and sustain an acceptable standard of work performance; the CEO will then send the employee a notice of termination of employment to sign, including the circumstances under which the employee will terminate, and a date of termination of employment agreed between employer and employee. Termination will then proceed on that basis.

During the assessment period (three months), 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.

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

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.

Clause 47 – Managing Unauthorised Absences from Duty

For the purpose of clause 47 of the Agreement; the parties agree that where the CEO considers that termination of employment on the grounds of unauthorised absence from duty may be appropriate, the CEO will:

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

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

Clause 48 – Management of Ill and Injured Employees

For the purpose of clause 48 of the Agreement, the parties agree that effective strategies for managing ill and injured employees contribute significantly to improving productivity and achieving ARPANSA goals and objectives. In achieving these objectives, the parties support:

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

Clause 52 – Work Health and Safety

Sub-clause 52.2 - Influenza vaccinations

For the purpose of sub-clause 52.2 of clause 52 of the Agreement, the parties agree that 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. If the vaccination is arranged privately, and providing the vaccination was received between the first of March and the thirty first of May of that calendar year, a reimbursement will be provided and will be limited to the actual cost of the influenza vaccine and not include any other fees.

Clause 53 – Consultation

For the purpose of clause 53 of the Agreement, ARPANSA is committed to consulting directly with employees and, where employees choose, their representatives, on issues relating to the implementation and operation of the Agreement and on issues affecting their conditions of employment, including guides, guidelines, policies and procedures underpinning the operation of the Agreement.

For the purpose of interpretation and avoidance of doubt, the parties agree that “consultation” means providing affected employees and, where they choose, their representatives with access to relevant information and a genuine opportunity to influence the decision maker and contribute to the decision making process before a decision is made.

Clause 54 – Staff Consultative Forum (SCF)

Sub-clause 54.5 – SCF

For the purpose of sub-clause 54.5 of clause 54 of the Agreement; the parties agree that the *Staff Consultative Forum Operating Procedures and Guidelines* will only be altered with the agreement of all parties to the MOU.

Clause 88 – Miscellaneous Leave

Family and Domestic Violence:

For the purpose of clause 88 of the Agreement; the parties agree that the CEO may grant miscellaneous leave to staff as a consequence of family and domestic violence.

ARPANSA’s policy for granting leave for family and domestic violence purposes provides

Principle: ARPANSA recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work or may have caring responsibilities for someone affected by violence or abuse in their personal life. ARPANSA is committed to providing support to employees that experience family violence and employees who have caring responsibilities for persons affected by family violence.

Definition: For the purposes of this policy, ARPANSA accepts the definition of family violence as stipulated in the *Family Law Act 1975 (Commonwealth)* and includes physical, sexual, financial or emotional abuse by a former or current family/household member that coerces, controls or causes fear to a person.

Leave entitlement: All ongoing and non-going employee(with the exception of casual employees) experiencing family violence will have access up to 20 days (pro-rata) per year (non-cumulative) paid leave.

Casual employees are entitled to access leave without pay for family violence purposes.

Scope: Family violence leave is to enable an employee to:

- (a) attend medical and/or counselling appointments
- (b) obtain legal advice
- (c) seek assistance from other support services
- (d) attend court proceedings
- (e) attend police appointment
- (f) access alternative accommodation
- (g) access alternative childcare or schooling for children
- (h) other activities related to family violence, including veterinary appointments.

Leave for this purpose may be taken as consecutive days, single days or part days.

An employee is also entitled to take personal/carer's leave to provide care or support to a family member experiencing family violence.

Evidence:

- (a) Proof of family violence may be required by ARPANSA
- (b) Acceptable evidence includes a medical certificate, statutory declaration or an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, a Family Violence Support Service or a Lawyer
- (c) All personal information concerning family/domestic violence will be kept confidential in line with ARPANSA's policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission
- (d) As noted in sub-section (c) above, nothing in this policy will prohibit an employee from accessing paid personal/carers leave in accordance with the relevant clause of ARPANSA's enterprise agreement subject to available leave credits.

Individual support:

- (a) An employee experiencing family violence may raise the issue with their immediate supervisor or with People and Culture (P&C). The employee's supervisor may seek advice from P&C if the employee chooses not to see P&C.
- (b) Where requested by an employee, P&C will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support for the employee in accordance with sub-sections (c) and (d) below.
- (c) In order to provide support to an employee experiencing family violence and to provide a safe working environment to all employees, ARPANSA will approve any reasonable request from an employee experiencing family violence for:
 - changes to their span of hours or pattern of hours
 - job redesign or changes to duties to the extent possible
 - relocation to suitable employment or alternative work location within ARPANSA where suitable alternative duties or work location are able to be identified
 - a change to their internal telephone number and/or email address to avoid harassing contact
 - any other appropriate measure including those available under existing Individual Flexibility Arrangements and flexible work arrangements.

Such alternatives may be agreed on a temporary or permanent basis, on a case by case basis.

- (d) An employee experiencing family violence may choose to use ARPANSA's Employee Assistance Program (EAP) provider or appropriate external resources for assistance with family violence.

Miscellaneous Leave - General:

For the purpose of clause 88 of the Agreement the parties agree that miscellaneous leave is to provide flexibility to supervisors/managers and employees by providing leave that may be made available, either with or without pay, for a variety of purposes.

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.

Conditions: Leave may be granted:

- for the period requested or for another period
- with or without pay
- subject to conditions.

Leave with pay: Miscellaneous leave with pay may be granted by the CEO in, but not limited to, the following circumstances:

- Studybank
- to attend Blood Bank
- participation in major international sporting events
- adoption/fostering leave
- attendance at Fair Work Commission (FWC) proceedings arising from industrial disputation
- attendance at short courses which do not fall within the internal and external learning and development frameworks
- attendance at industrial proceedings when summonsed as a witness
- for short term volunteer purposes
- uplift/delivery of furniture and effects for employees whose duties are reassigned in the public interest
- household emergencies - for the period needed to secure the property and prevent further damage
- natural disasters - causing late arrival or non-attendance
- occasions when the employee's home is partly or wholly uninhabitable for health and safety reasons as the result of a disaster.

Extraordinary circumstances: In addition to the circumstances listed above, the CEO may grant leave to employees in recognition of extraordinary circumstances. Examples of the types of circumstances are the involvement of employees in state of emergency situations such as bushfires, floods and earthquakes.

Leave without pay: Miscellaneous leave without pay may be granted by the CEO in, but not limited to, the following circumstances:

- personal and development training where academic studies are undertaken
- parental (partner) leave
- days of cultural or religious significance for employees
- accompanying a partner on a posting
- non APS employment which is in the interests of ARPANSA

- other purposes where other types of paid leave may have been exhausted
- long term volunteer purposes.

Not to count as service: Miscellaneous leave without pay will not count for service for any purpose with the following exceptions:

- leave for personal and development training
- leave for non APS employment which is in the interests of ARPANSA.

Personal and development training: In order for absence on miscellaneous leave without pay for:

- personal and development training
- leave for non APS employment which is in the interest of ARPANSA

to count as service for personal and long service leave, the employee must resume duty with ARPANSA at or before the expiration of the leave.

Return to duty: On return to duty, leave credits will be calculated and applied. In the case of personal/carers leave, an assumed usage of five days per year for the period of absence will be used in calculations.

Clause 92 – Overseas Air Travel

For the purpose of clause 92 of the Agreement; the parties agree that ARPANSA will continue to support the health and well-being of employees travelling overseas on official business by encouraging the efficient use of time spent travelling.

In this respect, ARPANSA will endeavour to minimise the length of time of stop-overs en-route and the number of flights to reach the final destination, within reasonable financial constraints. Further information is available from the Australian Government guide RMG-405: Official International Travel – Use of the Best Fare of the Day.

Clause 96 – Relocation Assistance

For the purpose of clause 96 of the Agreement; the parties agree that the following types of relocation assistance may be provided to existing employees where ARPANSA initiates the relocation. The parties acknowledge relocation assistance may also be provided to new employees or existing employees who request the relocation, but this would be at the discretion of the CEO following consultation with the employee.

Principle: ARPANSA provides a range of relocation assistance for existing employees where ARPANSA initiates the relocation. Assistance may be also provided to new employees or existing employees who request the relocation but this would be at the discretion of the CEO following consultation with the employee.

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

- transport and removal
- Disturbance allowance at the rates as set out in the relevant Expense Related Allowance noted in clause 14 of the Agreement
- 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)
- temporary accommodation in the new location.

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

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

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

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

Sale of home allowance: Eligible employees will be reimbursed sale costs at the original locality on the home in which the employee (and dependants) ordinarily and permanently resided immediately prior to engagement as an ongoing employee, re-assignment of duties or promotion which requires relocation. The time limit for sale entitlement is two years from when they commenced duty in the new locality.

Purchase of home allowance: Eligible employees will be reimbursed costs associated with the purchase of a home at the new locality. Eligibility for this allowance is dependent on the employee first establishing sale entitlement. The time limit for purchase entitlement is four years after they commenced duty in the new locality.

Reimbursement of costs will be in proportion to the extent of the employee's ownership of a house.

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

- selling agent's commission, other than in connection with an unsuccessful auction
- solicitor's professional costs and disbursements
- mortgage discharge or penalty exit fees up to a maximum of interest for six months at the rate payable on discharge of the mortgage
- if a solicitor was not engaged, expenses incurred in connection with the sale of the dwelling and discharge of a mortgage other than the sum referred to above
- if a selling agent was not engaged, expenses incurred in advertising up to a maximum of 10 per cent of the commission that would have been payable to an agent if one had been engaged.

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

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

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

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

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

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

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

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

Boarding and tuition cost allowances will be calculated in accordance with the Expense Related Allowances at clause 14 of the Agreement.

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

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

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

Relocation to a remote locality: Where the relocation is to a remote locality as defined in clause 99 of the Agreement, District Allowance is payable to the employee at the rates specified for each locality. This is an annual amount paid to the employee on a fortnightly basis depending on the grade of the locality and whether the employee has eligible dependants. An employee stationed at a remote locality which attracts District Allowance is entitled to reimbursement for travel for medical, dental and compassionate reasons.

Clause 104 – Redeployment, Redundancy and Retirement (RRR)

Sub-clause 104.36 – RRR

For the purpose of sub-clause 104.36 of clause 104 of the Agreement; the parties agree that 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, following consultation with the employee, and where the employee requests, with the employee's nominated representative, give consideration to terminating 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 of the Agreement) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
- An additional redundancy payment equal to the amount the retention period was shortened by under clause 1043.31 of the Agreement (i.e. the NES component).

5. FORMAL ACCEPTANCE OF MOU AND SIGNATORIES

By signing below the parties signify their agreement to the terms and conditions of this MOU.



Dated:

1/8/17

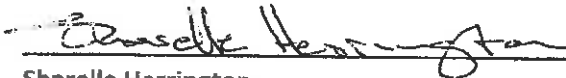
Carl-Magnus Larsson
Chief Executive Officer of ARPANSA
38-40 Urunga Parade,
MIRANDA NSW 2228



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:

6/9/17

Mike Nicolaidis
~~Assistant National Secretary~~
^{state} Secretary
Australian Manufacturing Workers' Union (AMWU)
2nd Floor, 251 Queensbury Street,
CARLTON SOUTH VIC 3053

Craig Kelly