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DEPARTMENT OF THE PRIME MINISTER AND CABINET - ENTERPRISE AGREEMENT 2017-2020
PART A: COMMON MATTERS

SECTION 1 – TECHNICAL MATTERS

Title
1. This agreement is called the Department of the Prime Minister and Cabinet Enterprise Agreement 2017-2020 (Agreement).

Parties and coverage
2. This Agreement is made under section 172 of the *Fair Work Act 2009* (FWA). It covers and applies to:
   - the Secretary of the Department of the Prime Minister and Cabinet (PM&C) (on behalf of the Commonwealth); and
   - PM&C employees employed on an ongoing or non-ongoing basis under the *Public Service Act 1999* (PS Act).
3. This Agreement does not cover:
   - substantive PM&C Senior Executive Service (SES) staff;
   - statutory appointees; and
   - persons whose salary is paid by another government agency or employer.

Delegations
4. The Secretary may delegate to or authorise a person to perform any of the Secretary’s powers or functions under this Agreement. Details are in the Human Resource Delegations Manual.

Operation of this Agreement
5. This Agreement will commence on the later of:
   - 1 August 2017;
   - seven (7) days after approval by the Fair Work Commission (FWC).
6. The nominal expiry date of this Agreement will be the date that is three (3) years after the date of commencement of this Agreement.
7. PM&C policies and procedures support the operation of this Agreement. PM&C policies and procedures do not form part of this Agreement and if there is any conflict, this Agreement prevails.

Application of the terms and conditions of employment in this Agreement
8. Prior to this Agreement commencing, employees employed by PM&C were covered by:
   - the PM&C EA 2011-2014; or
   - the terms of another enterprise agreement by operation of the Section 24(3) Determination.
9. The below table summarises:
   - the Parts of this Agreement which apply to certain employees from the commencement of this Agreement until 36 months after the date of commencement of this Agreement; and
   - the transitional pay arrangements that apply to certain employees from the commencement of this Agreement until 1 August 2019.
<table>
<thead>
<tr>
<th>Group of employees</th>
<th>Terms and conditions of employment under this Agreement from commencement until 36 months after commencement</th>
<th>Salary structure and advancement from commencement until 1 August 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>No previous enterprise agreement (e.g. new/transferring/promoted employees)</td>
<td>Parts A and B</td>
<td>In accordance with the salary provisions of this Agreement</td>
</tr>
<tr>
<td>Employees who, immediately before the commencement of this Agreement, were in the Indigenous Affairs Group within PM&amp;C</td>
<td>Parts A and C</td>
<td>Applicable pay scale, increased in accordance with the general salary increases in this Agreement</td>
</tr>
<tr>
<td>Employees who, immediately before the commencement of this Agreement, were subject to the preserved conditions from the FaHCSIA EA</td>
<td>Parts A and C</td>
<td>Salary structure under the FaHCSIA EA, increased in accordance with the general salary increases in this Agreement</td>
</tr>
<tr>
<td>All other employees</td>
<td>Parts A and B</td>
<td>Applicable pay scale, increased in accordance with the general salary increases in this Agreement</td>
</tr>
</tbody>
</table>

10. On and from 36 months after the commencement of this Agreement, Parts A and B of the Agreement apply to all employees.

**Consultation relating to major change**

11. Clauses 11 to 20 apply if:
   - PM&C has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
   - the change is likely to have a significant effect on employees of PM&C.

12. PM&C will notify the relevant employees of the decision to introduce the major change.

13. The relevant employees may appoint a representative for the purposes of the procedures in clauses 11 to 20. If:
   - a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
   - the employee or employees advise PM&C of the identity of the representative,

PM&C will recognise the representative.

14. As soon as practicable after making its decision, PM&C will discuss with the relevant employees:
   - the introduction of the change;
   - the effect the change is likely to have on the employees; and
   - measures PM&C is taking to avert or mitigate any adverse effect of the change on the employees.

15. For the purposes of the discussion PM&C will provide, in writing, to the relevant employees:
   - all relevant information about the change including the nature of the change proposed;
• information about the expected effects of the change on the employees; and
• any other matters likely to affect the employees.

16. PM&C is not required to disclose confidential or commercially sensitive information to the relevant employees.

17. PM&C will give prompt and genuine consideration to matters raised about the major change by the relevant employees.

18. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to PM&C, the requirements set out in clauses 12 to 15 are taken not to apply.

19. For the purposes of clauses 11 to 20, a major change is likely to have a significant effect on employees if it results in:
• the termination of the employment of employees;
• major change to the composition, operation or size of PM&C’s workforce or to the skills required of employees;
• the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
• the alteration of hours of work;
• the need to retrain employees;
• the need to relocate employees to another workplace; or
• the restructuring of jobs.

20. In this term, relevant employees means the employees who may be affected by the major change.

Consultation regarding roster changes

21. If PM&C proposes to introduce a change to the regular roster or ordinary hours of work of employees, PM&C will notify the relevant employees of the proposed change.

22. The relevant employees may appoint a representative for the purposes of the procedures in clauses 21 to 28. If:
• a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
• the employee or employees advise PM&C of the identity of the representative,
PM&C will recognise the representative.

23. As soon as practicable after proposing to introduce the change, PM&C will discuss the introduction of the change with the relevant employees.

24. For the purposes of the discussion, PM&C will provide to the relevant employees:
• all relevant information about the change including the nature of the change proposed;
• information about what PM&C reasonably believes will be the effects of the change on the employees; and
• information about any other matter that PM&C reasonably believes is likely to affect the employees.

25. As soon as practicable after proposing to introduce the change, PM&C will 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).
26. PM&C is not required to disclose confidential or commercially sensitive information to the relevant employees.

27. PM&C will give prompt and genuine consideration to the matters raised about the change by the relevant employees.

28. For the purposes of clauses 21 to 28, relevant employees means the employees who may be affected by the change referred to in clause 21.

General staff consultation

29. These provisions are intended to operate in addition to and are not intended to impact on the operation of the consultation provisions set out in clauses 11 to 28 of this Agreement.

30. PM&C is committed to consultation with employees, and their representatives, on matters concerning the operation of this Agreement.

31. The key mechanisms used within PM&C for consultation are:
   - a Consultative Committee;
   - regular all staff meetings; and
   - direct discussions with staff.

32. PM&C will have a Consultative Committee for general staff consultation between management and employee representatives on workplace relations matters that affect employees. Members of the committee will seek mutual understanding on employee-related issues that are important to the achievement of PM&C’s business objectives, its way of working and its organisational wellbeing.

33. The role and composition of the Consultative Committee will be detailed in an agreed Consultative Committee Terms of Reference. Amendments to the Terms of Reference will be by agreement with the Committee.

34. PM&C recognises the importance of policies and other departmental documents relating to workplace relations matters that affect employees. The Consultative Committee will be consulted on the development or review of any PM&C policy, or other departmental document, relating to workplace relations matters that affect employees.

Employee representatives

35. The parties recognise that employees are free to choose to join or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement. Employees who choose to be members of a union have the right to have their industrial interests represented by that union, subject to the terms of this Agreement and relevant industrial legislation.

36. The role of employee representatives, including workplace delegates and other non-union employee representatives, will be respected and facilitated.

Dispute resolution

37. If a dispute relates to:
   - a matter arising under this Agreement; or
   - the National Employment Standards,
   clauses 38 to 44 set out procedures to settle the dispute.

38. PM&C or an employee who is a party to the dispute may appoint a representative for the purposes of clauses 37 to 44.

39. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level through discussions between the employee or employees and relevant supervisors and/or management.
40. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

41. The FWC may deal with the dispute in two (2) stages:
   - the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
   - if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
     - arbitrate the dispute; and
     - make a determination that is binding on the parties.

   Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FWA.

42. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FWA. Therefore, an appeal may be made against the decision.

43. While the parties are trying to resolve the dispute using the procedures in clauses 37 to 44:
   - an employee will continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
   - an employee will comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
     - the work is not safe;
     - applicable occupational health and safety legislation would not permit the work to be performed;
     - the work is not appropriate for the employee to perform; or
     - there are other reasonable grounds for the employee to refuse to comply with the direction.

44. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with clauses 40 to 43.

Flexibility clause

45. PM&C and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
   - the arrangement deals with one (1) or more of the following matters:
     - arrangements about when work is performed;
     - overtime rates;
     - penalty rates;
     - allowances;
     - remuneration; and/or
     - leave.
   - the arrangement meets the genuine needs of PM&C and the employee in relation to one (1) or more of the matters mentioned in this clause 45; and
   - the arrangement is genuinely agreed to by PM&C and the employee.

46. PM&C will ensure that the terms of the individual flexibility arrangement:
   - are about permitted matters under section 172 of the FWA;
   - are not unlawful terms under section 194 of the FWA; and
   - result in the employee being better off overall than the employee would be if no arrangement was made.

47. PM&C will ensure that the individual flexibility arrangement:
• is in writing;
• includes the name of PM&C and the employee;
• is signed by PM&C and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
• includes details of:
  – the terms of this Agreement that will be varied by the arrangement;
  – how the arrangement will vary the effect of the terms;
  – how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  – the day on which the arrangement commences and, where applicable, when the arrangement ceases.

48. PM&C will give the employee a copy of the individual flexibility arrangement within 14 days of it being agreed to.

49. PM&C or the employee may terminate the individual flexibility arrangement:
• by giving no less than 28 days’ written notice to the other party to the arrangement; or
• if PM&C and the employee agree in writing — at any time.

Related legislation

50. Other Commonwealth laws concerned with employment include:
• Fair Work Act 2009;
• Fair Work Regulations 2009;
• Long Service Leave (Commonwealth Employees) Act 1976;
• Maternity Leave (Commonwealth Employees) Act 1973;
• Military Rehabilitation and Compensation Act 2014
• Parliamentary Service Act 1999;
• Public Employment (Consequential and Transitional) Amendment Act 1999;
• Public Service Act 1999 (PS Act);
• Safety, Rehabilitation and Compensation Act 1988;
• Social Security Act 1991;
• Superannuation Act 1976;
• Superannuation Act 1990;
• Superannuation Act 2005;
• Superannuation Guarantee (Administration) Act 1992;
• Superannuation Benefits (Supervisory Mechanisms) Act 1990;
• Veterans’ Entitlements Act 1986; and
SECTION 2 – PERFORMANCE AND CAPABILITY

Policies relating to the administration of entitlements under this section are in the Performance and Capability Policy.

Performance Framework

51. PM&C is committed to maximising every employee’s ability to contribute to the achievement of PM&C’s goals and objectives. PM&C’s Performance Framework provides managers and employees with guidance on discussing and establishing individual performance expectations that align with the PM&C’s goals and objectives.

52. The Performance Framework provides employees, along with their managers, the opportunity to identify and prioritise relevant training and development requirements to more effectively perform their duties or for their own career development. All employees are required to participate in the Performance Framework.

53. PM&C’s Performance Framework is based on the principles of equity, transparency, natural justice and procedural fairness and will be aimed at supporting and improving performance.

54. If an employee’s performance is not effective they will be supported to improve their performance. Employees may elect to be represented in relation to an employee’s performance.

55. The Fitness for Duty Policy will apply to an employee where an employee’s performance is not effective due to a medical condition.

Capability development

56. Employees and their managers are jointly responsible for identifying capability needs and opportunities that meet the personal development needs of the individual and the operational/business needs of PM&C.

Assistance for employees undertaking study

57. Employees who undertake accredited study relevant to the work of PM&C and/or the broader APS may be eligible for:
   - reimbursement of up to $7,000 per financial year for approved course fees; and/or
   - paid study leave of up to six (6) hours per week.

58. Employees who have been granted leave without pay (miscellaneous leave) to undertake full-time undergraduate or post-graduate study in a field directly relevant to PM&C and/or the broader APS may be eligible to receive upfront financial study assistance up to $7,000 per financial year for the cost of the study.

59. Any employee receiving upfront financial assistance may be required to enter into a return of service agreement. This agreement enables PM&C to seek reimbursement of the upfront payment on a sliding scale if the employee does not return to active service with the APS or leaves the APS within 12 months of returning to active service.

60. In addition to the financial assistance and leave available under clause 57, Aboriginal and Torres Strait Islander employees may access up to an additional six (6) hours paid study leave per week.

61. PM&C may also, subject to Secretary (delegate) approval, cover fees for Aboriginal and Torres Strait Islander employees for study to obtain entry into a tertiary institution and a qualification at a tertiary level.
SECTION 3 – HOURS OF WORK AND FLEXIBLE WORKING ARRANGEMENTS

Policies relating to the administration of entitlements under this section are in the Working Hours and Flexible Working Arrangements Policy.

Flexible working arrangements

63. Employees may request flexible working arrangements such as compressed hours, working from home, part-time, or job sharing to enable them to balance their work and personal lives.

64. PM&C is committed to supporting and promoting flexible working arrangements. The Secretary (delegate) will consider requests for flexible working arrangements in the context of the employee’s personal circumstances, operational requirements, providing fair workloads, and with the understanding that the employee’s performance should be assessed on the outcomes that are achieved not how many hours are worked or where.

65. Without limiting an employee’s ability to request flexible working arrangements under clauses 63 and 64, where certain circumstances outlined in the National Employment Standards apply to an employee, that employee can formally request flexible working arrangements because of those circumstances. More details are available in Div 4 of Part 2-2 of the FWA.

66. Where the Secretary (delegate) approves an employee to work from home, or other flexible work arrangement, PM&C will meet reasonable costs of supplying and maintaining the agreed necessary equipment and materials.

Hours of work

Ordinary hours

67. Ordinary hours of work for full-time employees are set out in Part B (clause 315) and Part C (clause 332).

Employees (other than rostered employees)

68. The default span of hours (bandwidth) during which an employee may work their ordinary hours is 7:00am to 7:00pm Monday to Friday. The bandwidth may be varied to an alternative 12 hour period by agreement, in writing, between an employee and the Secretary (delegate).

69. An employee’s ordinary hours are those hours and time, within the agreed bandwidth, that the employee works on a regular basis, as agreed by the employee’s manager.

70. Standard attendance hours are set out in Part B (clause 316) and Part C (clause 333). Standard attendance hours will apply:
   - if an employee and their manager cannot agree on a pattern of hours; or
   - if an employee’s manager reasonably considers that the employee’s attendance is unsatisfactory.

Rostered employees

71. A rostered employee may be rostered to work ordinary hours outside the bandwidth of 7:00am to 7:00pm Monday to Friday, including on Saturdays, Sundays or public holidays.

General provisions

72. An employee at or below the APS 6 level or equivalent must record their attendance in PM&C’s timekeeping system.

73. Employees will not normally be required to work for more than ten (10) hours on any one (1) day. Employees will not be directed to work more than five (5) consecutive hours without taking a break of at least 30 minutes.

74. Where an employee is required to work for more than ten (10) hours on any one (1) day with limited notice, the Secretary (delegate) will arrange for the provision of a meal or reimburse the employee for the
75. Employees will be entitled to an eight (8) hour break plus reasonable travelling time before commencing work again. Where the Secretary (delegate) directs an employee to work outside their agreed bandwidth or in excess of their rostered hours, and if the eight (8) hour break occurs during standard working hours, the employee will receive their normal salary during that period. Where the Secretary (delegate) directs an employee to work outside their agreed bandwidth or in excess of their rostered hours and an eight (8) hour break is not possible due to operational requirements, the employee will be paid for subsequent periods of work at the overtime rate until the employee has taken an eight (8) hour break.

**APS level employees – flextime**

76. Employees at or below the APS 6 level or equivalent, including part-time employees, can access flextime. Flextime is not available to rostered employees or casual employees.

77. When an employee works more than their standard hours within their agreed bandwidth, they will accumulate a flex credit, and when an employee works less than their standard hours within their agreed bandwidth, they will incur a flex debit.

78. Flex will be credited or debited on a one-for-one basis (i.e. one (1) hour worked in addition to the employee’s ordinary hours will result in one (1) hour of flex credit).

79. An employee may carry a maximum flex debit as set out in Part B (clause 317) or Part C (clause 334) into the next settlement period. A settlement period is a four (4) week period.

80. An APS level employee who is required at the request of the Secretary (delegate) to undertake duties outside of the agreed bandwidth will be eligible to receive overtime in accordance with clauses 81 to 86.

**Overtime**

81. Overtime for an APS level employee (other than rostered employees and casual employees) is set out in Part B (clause 318) and Part C (clause 335).

82. Overtime for an APS level rostered employee is work directed to be performed in excess of the employee’s rostered hours or in excess of the employee’s weekly ordinary hours of work over a cycle of shifts.

83. Overtime will include payment for reasonable travelling time to and from work where the overtime is not continuous with an employee’s ordinary duty. Overtime is not paid for other periods of travel, including official travel for business purposes.

84. Overtime for an APS level casual employee is work performed:
   a) on any day beyond the normal rostered hours of duty on that day; or
   b) in excess of 38 hours (or 37.5 hours if Part C applies to the employee) in a week or an average of 38 hours (or 37.5 hours if Part C applies to the employee) per week over a cycle of shifts.

   The casual loading set out in clause 205 is not paid for overtime.

85. Overtime will be paid on the following basis:
   a) Monday to Friday – time and a half for the first three (3) hours and double time for each hour thereafter;
   b) Saturday – time and a half for the first three (3) hours and double time for each hour thereafter, subject to clause 86;
   c) Sunday – double time, subject to clause 86;
   d) Public Holiday – double time and a half (consisting of the employee's normal salary plus time and a half), except for an employee whose base location for work purposes is South Australia and it is a public holiday solely because it is a Sunday under the Holidays Act 1910 (SA); and
Where a part-time employee works overtime within the bandwidth in accordance with clause 95, the overtime hours will be paid at their ordinary base salary rate and will attract annual and personal/carer’s leave accruals.

86. Clause 85b) and c) will not apply to an employee who has agreed to work on a weekend day as part of their standard hours. In this case, clause 85a) will apply to any overtime hours worked on the weekend day.

87. Additional matters regarding overtime for certain employees are set out in Part B (clause 319) and Part C (clause 335).

Executive Level employees: time off in lieu (TOIL), flexible hours and overtime

88. Executive Level employees are able to work flexible hours. This means that variations in attendance times and short-term absences including full days may be agreed in advance with the Secretary (delegate).

89. To ensure that unreasonable hours are not being worked, the Secretary (delegate) should have regular discussions with Executive Level employees about workload requirements, working hours and work/life balance.

90. Where an Executive Level employee undertakes significant additional productive effort which involves working in excess of ordinary hours for sustained periods (which includes working in the office, from home or travel outside hours), the Secretary (delegate) and employee may agree arrangements for fair and reasonable time off in lieu (TOIL) to recognise the additional effort. TOIL should be taken as soon as practicable after the additional hours are worked, subject to operational requirements. Executive Level employees are not eligible for overtime payments except in exceptional circumstances as determined by the Secretary (delegate).

Part-time employment and job sharing

91. A part-time employee is someone whose ordinary hours of work are fewer than a full-time employee’s ordinary hours of work. Employees who job share will be classed as part-time. All part-time and job share working arrangements will be subject to agreement by the employee(s) and the Secretary (delegate). A formal review to determine the suitability of continuing the part-time arrangement will be conducted on an annual basis between the employee and the Secretary (delegate).

92. Remuneration and other employment conditions are calculated on a pro-rata basis for part-time employees. For reimbursable allowances/expenses, part-time employees receive the same amount as full-time employees.

93. All requests for part-time and job share arrangements will be considered on a case-by-case basis and in light of operational requirements.

94. A part-time employee will normally be required to work at least three (3) consecutive hours on their nominated workdays. The pattern of working hours and any variations to the arrangements will be agreed in writing.

95. An APS level part-time employee who at the request of the Secretary (delegate) undertakes additional hours on a day will:
   - for the additional hours within the bandwidth – may elect to accrue flextime or be paid overtime at their ordinary base salary rate; and
   - for the additional hours outside the bandwidth – be paid overtime at the applicable rate.

96. A part-time employee will revert to full-time employment at the end of the agreed period, unless the employee renews the part-time arrangement with the approval of the Secretary (delegate).

97. A part-time employee may revert to full-time at any time if the Secretary (delegate) agrees and full-time work is available.
Casual employees

98. A casual employee is engaged for the purpose of duties that are irregular or intermittent. A casual employee:

- has no guaranteed hours of work;
- usually works irregular hours;
- does not accrue and is not paid personal/carer’s leave and annual leave;
- is not paid compassionate leave; and
- can have their employment ceased without notice.
SECTION 4 – LEAVE

Policies relating to the administration of entitlements under this section are in the Leave Policy.

Transfer of accrued leave (portability)

99. If an employee joins PM&C (including on promotion or for an agreed period) from an employer staffed under the PS Act, the Parliamentary Service Act 1999 or from the ACT Government Service, accrued annual leave and personal/carer’s leave credits will be transferred, based on hours and minutes, provided there is no break in continuity of service greater than 30 calendar days. This clause also applies to employees transferred to PM&C as a result of a Machinery of Government change.

100. Any recognised leave excludes any accrued leave paid out on separation from the previous employer.

101. Use of these accrued leave credits and future entitlements is in accordance with this Agreement.

Leave at half pay

102. When a paid leave entitlement is accessed at half pay (as applicable), half the amount of leave actually taken at half pay will be deducted from the employee’s leave balance.

Annual leave

103. A full-time employee is entitled to 20 days’ paid annual leave for each year of service. Annual leave:

- accrues daily;
- accrues on a pro-rata basis for part-time employees; and
- counts as service for all purposes.

104. An employee may, with approval from the Secretary (delegate), take some or all of their annual leave at half pay.

105. An employee may, with approval from the Secretary (delegate), elect to cash out some or all of their annual leave down to a minimum balance of 20 days. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Secretary (delegate) and the employee.

106. Where an employee elects to cash out annual leave in accordance with clause 105, they must cash out a minimum of five (5) days per occasion. Payment for the cash out of annual leave will be made at the rate that would have been payable had the employee taken the leave.

107. An employee may only elect to cash out annual leave if they have taken at least five (5) days’ annual leave in the preceding 12 months.

108. Where a rostered employee performs ordinary duties outside of the bandwidth of 7:00am to 7:00pm, Monday to Friday and on at least one (1) day on Saturday or Sunday, for an ongoing or fixed period, the employee will be entitled to five weeks of paid annual leave for each year of service.

Purchased leave

109. Employees may apply to purchase up to eight (8) weeks’ (40 days) additional leave within a 12 month period.

Christmas closedown

110. PM&C ceases normal operations from the close of business on the last working day before Christmas Day, recommencing on the first working day after New Year’s Day.

111. Employees will be provided with time off for the ordinary working days between Christmas Day and New Year’s Day (without deduction of annual leave) and will be paid in accordance with their ordinary hours of work.
112. An APS level employee who is required to work on an ordinary working day between Christmas Day and New Year’s Day will receive payment at the applicable overtime rate for all hours worked on that day. An Executive Level employee will receive an equivalent period of time off in lieu.

113. Rostered employees required to work between Christmas and New Year’s Day will also be entitled to these three (3) days off in lieu.

114. Additional matters regarding closedown for certain employees are set out in Part C (clauses 339 to 342).

Volunteer leave

115. Employees may access paid volunteer leave. PM&C’s policy on volunteer leave provides further details. Additional matters regarding volunteer leave for certain employees are set out in Part B (clause 321) and Part C (clause 346).

Public holidays

116. Where an employee does not work on a day or part-day identified as a public holiday under section 115 of the FWA they will be entitled to their base rate of pay for the hours they would have ordinarily worked.

117. An employee’s base location for work purposes is the employee’s normal work location. Where an employee has been required to work from a different location, the new location will be the employee’s base location for work purposes.

118. If under a state or territory law, a day or part day is substituted for one (1) of the public holidays referred to in clause 116, then the substituted day or part day is the public holiday.

119. An employee and the Secretary (delegate) may agree to substitute any public holiday referred to in clause 116 for a cultural or religious day of significance to the employee.

120. An employee may refuse, on reasonable grounds, a request to work on a public holiday.

121. Where an employee is on paid personal/carer’s leave or annual leave at full or half pay on both sides of the public holiday, payment for the public holiday will be made at the employee’s full rate of pay.

122. Where a public holiday falls during a period when an employee is absent on long service leave or parental leave there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment is on half pay).

Long service leave

123. Employees are entitled to long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976. The Secretary (delegate) will consider applications for long service leave in light of operational requirements. The Secretary (delegate) may approve for an employee to access a period of long service leave at half pay.

124. The minimum period of absence for which long service leave will be granted is seven (7) calendar days at full pay or 14 calendar days at half pay. Long service leave may not be broken by other forms of leave unless otherwise required by legislation.

Personal/Carer’s leave

125. Employees are entitled to the personal/carer’s leave accruals set out in Part B (clause 320) and Part C (clause 343), as applicable. An ongoing employee’s paid personal/carer’s is credited in advance on the employee’s date of commencement and each year thereafter on the anniversary of the employee’s date of commencement in the APS.

126. Personal/carer’s leave accrues daily and is accrued on a pro-rata basis for part-time employees.

127. Non-ongoing employees will progressively accrue personal/carer’s leave for every completed month of service and pro-rata for any uncompleted month of service.

128. An employee is entitled to take personal/carer’s leave where the employee is:
• ill or injured; or
• required to provide care or support for members of the employee’s family or household because of a personal illness or injury of the member or an unexpected emergency affecting the member.

129. An employee’s accrual of personal/carer’s leave will be reduced proportionately where a period or cumulative periods of leave without pay that does not count as service exceeds 30 days within a 12 month period.

130. An employee will provide a medical certificate or, where it is not practical to provide a medical certificate, a statutory declaration or other supporting evidence acceptable to the Secretary (delegate) in the following circumstances:

• where the employee is or will be absent on personal/carer’s leave for three (3) or more consecutive working days, unless the Secretary (delegate) informs the employee that such evidence will not be required;
• if the employee has been advised by the Secretary (delegate) that they are required to provide evidence for any future personal/carer’s leave absences due to the employee’s pattern of leave; or
• if the Secretary (delegate) has reason to believe that the employee’s absence is not consistent with the appropriate use of personal/carer’s leave.

131. Employees (including casual employees) are entitled to two (2) days’ unpaid carer’s leave in accordance with the FWA.

132. An employee cannot take unpaid carer’s leave if the employee could instead take paid personal/carer’s leave.

133. In exceptional situations the Secretary (delegate) may grant an employee who has used all of their personal/carer’s leave credits additional personal/carer’s leave on half pay. The employee must provide supporting evidence.

War service personal leave

134. An employee who is unfit for duty due to a war-caused or defence-caused condition as determined under the relevant legislation is entitled to war service personal leave.

Cultural and ceremonial leave

135. PM&C is committed to the employment of Aboriginal and Torres Strait Islander people and recognises the traditional roles and obligations placed on them to participate in cultural and ceremonial activities.

136. To enable employees to meet cultural obligations they may access the following leave, subject to Secretary (delegate) approval:

• up to three (3) days’ leave with pay each financial year for full-time employees and pro-rata for part-time employees to participate in activities associated with their culture or ethnicity; and
• up to a total of two (2) months’ leave without pay each financial year to fulfil cultural obligations.

NAIDOC Week leave

137. Employees may access, subject to Secretary (delegate) approval, up to one (1) full day leave with pay each financial year to participate in NAIDOC Week celebrations.

Miscellaneous leave

138. Miscellaneous leave may be granted with or without pay for a purpose not provided for elsewhere in this Agreement. Unless otherwise determined by the Secretary (delegate):

• a period of miscellaneous leave with pay will count as service for any purpose; and
• a period or cumulative periods of miscellaneous leave without pay which exceed 30 days within a 12 month period will not count as service for any purpose unless required by legislation.

139. Applications for miscellaneous leave are considered subject to the operational requirements of PM&C and on a case by case basis. Appropriate supporting evidence, relevant to the request, is to be provided with the application.

140. Unless the Secretary (delegate) determines otherwise, miscellaneous leave without pay will not be granted until all forms of appropriate paid leave are exhausted.

141. Employees are entitled to additional miscellaneous leave as set out in Part C (clause 345 and 346), as applicable.

Community service leave

142. An employee who engages in eligible community service activity is entitled to a period of leave in accordance with sections 108 and 109 of the FWA.

143. Community service leave may be approved for community service personnel for emergency services duties and encompasses leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties.

Sabbatical leave

144. The Secretary (delegate) may approve an application from an ongoing employee to work for a three (3) year period followed by a one (1) year sabbatical leave period, or a four (4) year period followed by a one (1) year sabbatical leave period.

145. An employee whose sabbatical leave application is approved will receive:

• one (1) year of sabbatical leave by agreeing to forgo 25 per cent of their eligible salary on each payday in each of the three (3) years immediately prior to going on one (1) year of sabbatical leave; or

• one (1) year of sabbatical leave by agreeing to forgo 20 per cent of their eligible salary on each payday in each of the four (4) years immediately prior to going on one (1) year of sabbatical leave.

146. During the sabbatical year, employees will be paid an amount equivalent to the total amount forgone from salary for the previous three (3) years or four (4) years (as applicable), in equal fortnightly instalments.

147. If an employee ceases employment with PM&C or elects, in writing, to leave the scheme, PM&C will pay to the employee the balance of any amount forgone during the three (3) or four (4) year period.

148. Sabbatical leave does not break continuity of service but does not count as service for any purpose.

Defence reserve leave

149. The Secretary (delegate) may grant an employee 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.

150. An employee is entitled to ADF Reserve leave with pay, for up to four (4) weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.

151. During the employee's first year of ADF Reserve service, a further two (2) weeks' paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.

152. With the exception of the additional two (2) weeks in the first year of service, leave can be accumulated and taken over a period of two (2) years to enable the employee to undertake training as a member of the ADF Reserves.

153. Employees are not required to pay their tax-free ADF Reserve salary to PM&C in any circumstances.
154. Defence Reserve leave counts as service for all purposes except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.

**Compassionate leave**

155. Employees are entitled to compassionate leave as set out in Part B (clause 322) and Part C (clause 347).

156. An employee is entitled to compassionate leave on each occasion where a member of the employee’s immediate family or household contracts or develops an illness or injury that poses a serious threat to their life.

157. An employee is entitled to compassionate leave for bereavement purposes on each occasion of the death of a member of the employee’s immediate family or household.

**Unauthorised absence**

158. If an employee is unexpectedly unable to attend work the employee or their representative should make a reasonable effort to notify the relevant manager within two (2) hours after their usual starting time.

159. If an employee is absent from work without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes work, is granted leave or has their employment terminated. A period of unauthorised absence does not count as service for any purpose.

**Parental leave**

160. An employee who has at least 12 months’ continuous service in the APS is entitled to unpaid parental leave in accordance with Div 5 of Part 2-2 of the FWA.

161. On return from an initial period up to 12 months’ parental leave, an employee is entitled to return to:

- the employee’s pre-parental leave position on the same employment and attendance basis prior to the leave; or
- if the position no longer exists – an available position for which the employee is qualified and suited nearest in employment status and pay to the pre-parental leave position.

162. Upon request from the employee, the Secretary (delegate) will agree to an extension of unpaid parental leave for a further period of up to 12 months, immediately following the end of the initial 12 month period.

163. An employee returning from parental leave who has care of a child who is of school age or younger may apply, in writing, for flexible working arrangements (including working part-time). Approval will be granted unless the flexible work arrangements cannot be accommodated under any circumstances.

164. Additional matters regarding an employee’s return from parental leave for certain employees are set out in Part C (clause 348).

**Maternity leave**

165. An employee is entitled to up to 52 weeks’ unpaid maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act) and/or Div 5 of Part 2-2 of the FWA. The period of 52 weeks will be reduced by any period of leave taken under clause 166.

166. An employee who is entitled to up to 12 weeks’ paid leave under the ML Act is entitled to an additional two (2) weeks’ paid maternity leave under this Agreement. Where an employee elects to have the payment for this leave spread over a maximum of 28 weeks at a rate no less than half normal salary, a maximum of 14 weeks of the leave will count as service.

**Leave for supporting partners**

167. An employee who is not the primary caregiver to a dependent child is entitled to be absent from the workplace with pay within the first 12 months following the birth or placement of the dependent child for the period set out Part B (clause 323) and Part C (clause 349), as applicable. Where an employee elects to take this leave at half pay only the first half of the leave will count as service.
168. An employee eligible for leave under clause 167 may access up to three (3) weeks of additional leave from their personal/carer’s leave credits, subject to retaining sufficient balance to allow the employee to use 10 days’ paid personal/carer’s leave in any year of service for purposes under section 97 of the FWA. Where an employee elects to take this leave at half pay, only the first half of the leave will count as service.

169. An employee with 12 months’ continuous service in the APS, following a period of supporting partners leave, is entitled to a maximum of 12 months’ unpaid parental leave (not to count as service) from the date of the birth or placement of the dependent child, as applicable.

170. The maximum period of 12 months is reduced by any period of leave taken under clauses 167 and 168.

Adoption leave

171. An employee with 12 months’ continuous service in the APS who is the adoptive parent of a newly-adopted child under 16 years at the date of placement, in accordance with Div 5, section 70 of the FWA is entitled to:

   a) A maximum of 12 months’ unpaid leave (not to count as service) from the date of placement of the child. The maximum period of 12 months is reduced by any period of leave taken under clause 171(b).

   b) For primary caregivers, up to 14 weeks’ paid leave (to count as service) from the date of placement of the child.

172. An employee who has insufficient paid leave credits may take two (2) days’ unpaid pre-adoption leave to attend interviews or examinations required to obtain approval to adopt a child in accordance with section 85 of the FWA.

173. An Aboriginal and Torres Strait Islander employee with 12 months’ continuous service in the APS who is the adoptive parent and primary caregiver of a newly-adopted child under 16 years at the date of placement under traditional adoption will be eligible for the entitlements in clause 171.

Foster care leave

174. An employee who has 12 months’ continuous service in the APS and who enters into a long-term formal fostering arrangement to be the primary caregiver of a foster child who is or will be under 16 years at the date of placement may access:

   a) Up to 14 weeks’ paid leave (to count as service) from the date of the placement of the child.

   b) A maximum of 12 months’ unpaid leave (not to count as service) from the date of placement of the child. The maximum period of 12 months is reduced by any period of leave taken under clause 174(a).

Permanent care order leave

175. An employee who has 12 months’ continuous service in the APS and is granted custody and guardianship of a child, who is or will be under 16 years at the day of placement, as a result of a permanent care order and is the primary caregiver of the child may access:

   a) Up to 14 weeks’ paid leave (to count as service) from the date of the placement of the child.

   b) A maximum of 12 months’ unpaid leave (not to count as service) from the date of placement of the child. The maximum period of 12 months is reduced by any period of leave taken under clause 175(a).

Cancellation of leave

176. If an employee has leave cancelled by PM&C or is recalled to duty and will incur additional and/or unrecoverable costs as a direct result, the Secretary (delegate) will reimburse reasonable costs on submission of proof of expenditure. An employee will not be entitled to reimbursement if the costs are otherwise recoverable.
177. Additional matters regarding cancellation of leave for certain employees are set out in Part C (clauses 350 and 351).
SECTION 5 – CLASSIFICATION, REMUNERATION AND ALLOWANCES

Policies relating to the administration of entitlements under this section are in the Classification, Remuneration and Allowances Policy and the Graduates Policy.

Definitions

178. “applicable pay scale” for an employee means:

- if, immediately before the commencement of this Agreement, an employee was covered by the PM&C EA 2011-2014 – the pay scales under the PM&C EA 2011-2014;
- if, immediately before the commencement of this Agreement, an employee was covered by an instrument by operation of the Section 24(3) Determination – the pay scales under that instrument; or
- if the employee is a new, transferred or promoted employee – the pay scales set out in the table at clause 185 of this Agreement.

179. “new, transferred or promoted employee” means an employee covered by clause 182, 183 or 184.

180. “existing employee” means an employee employed by PM&C immediately before the commencement of this Agreement.

181. “ZoD” means the Zone of Discretion, which is a salary range above the maximum pay point for each of the APS6-EL2 classifications. Placement on a salary within the ZoD is discretionary.

Salary on engagement, promotion or movement

182. A person who is new to the APS or an existing APS employee (including an existing PM&C employee) who is promoted to a job in PM&C will be paid at the minimum pay point for the relevant classification set out in the table at clause 185. The Secretary (delegate) may approve payment of a higher salary based on experience, qualifications or skills.

183. Unless the Secretary (delegate) determines otherwise, an existing APS employee moving to PM&C at the same classification level whose current salary exceeds the maximum pay point for that classification as set out in the table at clause 185 will have their salary maintained. General salary increases will not be applied until the salary is at or below the maximum salary point for the relevant classification level.

184. Unless the Secretary (delegate) determines otherwise, an existing APS employee moving to PM&C whose current base salary falls between the minimum pay point and the maximum pay point for their substantive classification will have their base salary set at the next highest pay point for their classification level as set out in the table at clause 185.

Salary rates and increases for new, transferred and promoted employees

185. The applicable pay scale for a new, transferred or promoted employee is set out in the following table:

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<tr>
<th>Classification</th>
<th>Pay point</th>
<th>Before commencement</th>
<th>On commencement (+3%)</th>
<th>12 months after commencement (+2%)</th>
<th>18 months after commencement (+0.9%)</th>
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<td>12 months after commencement (+2%)</td>
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</table>
186. An employee's salary may only be set above the maximum pay point and at or below the Zone of Discretion with the approval of the Secretary (delegate).

Salary rates and increases for existing employees

187. Between the commencement of this Agreement and 1 August 2019, the salary rates of existing employees are set by reference to the employee's applicable pay scale. Upon commencement of this Agreement, an existing employee's salary will be the salary payable to the employee under the applicable pay scale immediately before the commencement of this Agreement.

188. Subject to clause 189, each pay point in each applicable pay scale will be increased as follows over the life of this Agreement:
   - 3% - on commencement of this Agreement;
   - 2% - 12 months after commencement of this Agreement; and
   - 0.9% - 18 months after commencement of this Agreement.

189. An increase under clause 188 will not result in a pay point under the applicable pay scale exceeding the maximum pay point for the relevant classification as set out in the table at clause 185. In such circumstances, the pay point under the applicable pay scale will be increased to the maximum pay point for the relevant classification as set out in the table at clause 185 (and no higher).

Salary advancement

190. On 1 August each year, up to and including 1 August 2019, an ongoing employee (excluding Graduates and employees undertaking entry level programs) who is not already on the maximum pay point for the employee's current substantive classification in the applicable pay scale will advance to the next highest pay point, if the employee:
   - has been at their current pay point for at least 3 months; and
   - is working at or above the expected standard for their substantive classification level as determined by the Secretary (delegate).

191. Employees may advance two or more pay points with the agreement of the Secretary (delegate) based on proven high performance.

Salary transition

192. By 1 August 2020, employees of PM&C will be on one common salary structure. This will be achieved by:
   a) On 1 August 2019, following salary advancement (if any) that occurs under clauses 190 to 191, an existing employee will:
      i. if the employee's salary rate remains above the maximum pay point for their substantive classification in the transitional pay point of the table at clause 193 – remain at that salary rate;
      ii. if the employee's salary rate is the same as a transitional pay point for their substantive classification in the table at clause 193 – remain at that salary rate; and
      iii. if the employee's salary rate is not the same as a transitional pay point for their substantive classification in the table at clause 193 – advance to the next highest salary rate for their substantive classification set out in the transitional pay points of the table at clause 193.
   b) On 1 August 2020, an employee whose salary is below the highest rate for their substantive classification will transition to the next highest salary rate for their substantive classification set out in the last column of the table at clause 193, if the employee:
i. has been at their current pay point for at least 3 months; and  
ii. is working at or above the expected standard for their substantive classification level as determined by the Secretary (delegate).

An employee who is assessed for salary advancement under this clause 192(b) is not eligible for salary advancement under clause 195 in the same year.

193. The pay scales applicable to existing employees from 1 August 2019 and 1 August 2020 are set out in the following table:

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<td></td>
<td>EL2.1</td>
<td>$125,115</td>
<td>$125,115</td>
</tr>
<tr>
<td></td>
<td>ZoD</td>
<td>N/A</td>
<td>$131,026</td>
</tr>
<tr>
<td>EL1</td>
<td>EL1.4</td>
<td>$122,513</td>
<td>$122,513</td>
</tr>
<tr>
<td></td>
<td>EL1.3c</td>
<td>$120,819</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EL1.3b</td>
<td>$119,317</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EL1.3a</td>
<td>$118,216</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EL1.3</td>
<td>$117,506</td>
<td>$117,506</td>
</tr>
<tr>
<td></td>
<td>EL1.2b</td>
<td>$115,838</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EL1.2a</td>
<td>$114,169</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EL1.2</td>
<td>$112,500</td>
<td>$112,500</td>
</tr>
<tr>
<td></td>
<td>EL1.1</td>
<td>$107,494</td>
<td>$107,494</td>
</tr>
<tr>
<td>Classification</td>
<td>Pay point</td>
<td>1 August 2019 Transitional pay points</td>
<td>1 August 2020</td>
</tr>
<tr>
<td>----------------</td>
<td>-----------</td>
<td>---------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>APS6</td>
<td>ZoD</td>
<td>N/A</td>
<td>$102,971</td>
</tr>
<tr>
<td></td>
<td>APS6.4</td>
<td>$94,000</td>
<td>$94,000</td>
</tr>
<tr>
<td></td>
<td>APS6.3b</td>
<td>$93,091</td>
<td></td>
</tr>
<tr>
<td></td>
<td>APS6.3a</td>
<td>$92,190</td>
<td></td>
</tr>
<tr>
<td></td>
<td>APS6.3</td>
<td>$91,102</td>
<td>$91,102</td>
</tr>
<tr>
<td></td>
<td>APS6.2</td>
<td>$87,790</td>
<td>$87,790</td>
</tr>
<tr>
<td></td>
<td>APS6.1</td>
<td>$83,647</td>
<td>$83,647</td>
</tr>
<tr>
<td>APS5</td>
<td>APS5.4</td>
<td>$80,851</td>
<td>$80,851</td>
</tr>
<tr>
<td></td>
<td>APS5.3</td>
<td>$79,044</td>
<td>$79,044</td>
</tr>
<tr>
<td></td>
<td>APS5.2</td>
<td>$77,238</td>
<td>$77,238</td>
</tr>
<tr>
<td></td>
<td>APS5.1</td>
<td>$75,626</td>
<td>$75,626</td>
</tr>
<tr>
<td>APS4</td>
<td>APS4.4</td>
<td>$73,253</td>
<td>$73,253</td>
</tr>
<tr>
<td></td>
<td>APS4.3a</td>
<td>$72,181</td>
<td></td>
</tr>
<tr>
<td></td>
<td>APS4.3</td>
<td>$71,670</td>
<td>$71,670</td>
</tr>
<tr>
<td></td>
<td>APS4.2</td>
<td>$70,406</td>
<td>$70,406</td>
</tr>
<tr>
<td></td>
<td>APS4.1</td>
<td>$68,495</td>
<td>$68,495</td>
</tr>
<tr>
<td>APS3</td>
<td>APS3.3</td>
<td>$65,586</td>
<td>$65,586</td>
</tr>
<tr>
<td></td>
<td>APS3.2</td>
<td>$64,513</td>
<td>$64,513</td>
</tr>
<tr>
<td></td>
<td>APS3.1a</td>
<td>$63,963</td>
<td></td>
</tr>
<tr>
<td></td>
<td>APS3.1</td>
<td>$62,967</td>
<td>$62,967</td>
</tr>
<tr>
<td>APS2</td>
<td>APS2.4</td>
<td>$60,084</td>
<td>$60,084</td>
</tr>
<tr>
<td></td>
<td>APS2.3</td>
<td>$58,975</td>
<td>$58,975</td>
</tr>
<tr>
<td></td>
<td>APS2.2</td>
<td>$57,757</td>
<td>$57,757</td>
</tr>
<tr>
<td></td>
<td>APS2.1</td>
<td>$56,384</td>
<td>$56,384</td>
</tr>
<tr>
<td>APS1</td>
<td>APS1.3</td>
<td>$52,490</td>
<td>$52,490</td>
</tr>
<tr>
<td></td>
<td>APS1.2</td>
<td>$50,750</td>
<td>$50,750</td>
</tr>
<tr>
<td></td>
<td>APS1.1</td>
<td>$48,006</td>
<td>$48,006</td>
</tr>
</tbody>
</table>
194. An employee’s salary may only be set above the top pay point and at or below the Zone of Discretion with the approval of the Secretary (delegate).

**Salary advancement following transition**

195. On 1 August each year after the transitional arrangements in clause 192(b), an ongoing employee (excluding Graduates and employees undertaking entry level programs) who is not already on the maximum pay point for the employee’s current substantive classification in the table at clause 185 will advance to the next highest pay point for the employee’s current substantive classification, if the employee:

- has been at their current pay point for at least 3 months; and
- is working at or above the expected standard for their substantive classification level as determined by the Secretary (delegate).

196. Employees may advance two or more pay points with the agreement of the Secretary (delegate) based on proven high performance.

**Graduates**

197. PM&C may run a Graduate program each year. Details of the program are outlined in the Graduates Policy.

198. Graduates will be engaged at the bottom of the Graduate broadband on the APS 3 classification at the minimum pay point as per clause 201.

199. Progression through the Graduate broadband under clause 201 is subject to meeting the requirements of the Graduate program as outlined in the Graduates Policy.

200. Clauses 197 to 199 will not apply to employees participating in a Graduate program in PM&C at the commencement of this Agreement. These employees will:

- advance to the maximum pay point of the APS 3 classification under the Graduate broadband at clause 201 - six (6) months after their commencement on the program if they have been assessed as performing effectively;
- advance to the minimum pay point of the APS 4 classification under the Graduate broadband at clause 201 - 12 months after their commencement on the program if they have been assessed as performing effectively; and
- be assessed for advancement within the Graduate broadband at clause 201 - at the completion of the program.

**Graduate broadband**

201. The Graduate broadband is set out in the following table:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Pay point</th>
<th>Before commencement</th>
<th>On commencement (+3%)</th>
<th>12 months after commencement (+2%)</th>
<th>18 months after commencement (+0.9%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>APSS</td>
<td>APS5.4</td>
<td>$76,271</td>
<td>$78,559</td>
<td>$80,130</td>
<td>$80,851</td>
</tr>
<tr>
<td></td>
<td>APS5.3</td>
<td>$72,862</td>
<td>$76,803</td>
<td>$78,339</td>
<td>$79,044</td>
</tr>
<tr>
<td></td>
<td>APS5.2</td>
<td>$71,342</td>
<td>$75,048</td>
<td>$76,549</td>
<td>$77,238</td>
</tr>
<tr>
<td></td>
<td>APS5.1</td>
<td>$71,342</td>
<td>$73,482</td>
<td>$74,952</td>
<td>$75,626</td>
</tr>
</tbody>
</table>
## Cadets, trainees and other entry level programs

202. PM&C may engage employees in the following entry level programs on the terms set out in the below table. Other requirements of the programs are set out in the Entry Level Programs Policy.

<table>
<thead>
<tr>
<th>Program</th>
<th>Training classification under Schedule 2 of the Classification Rules that applies to employee during training period</th>
<th>Pay point at the start of program</th>
<th>Rate of pay during training</th>
<th>Classification following successful completion of program</th>
<th>Other requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>PM&amp;C Cadet employees (including Indigenous Cadets and ICT Cadets)</td>
<td>Cadet APS</td>
<td>APS1.1 or APS 2.1</td>
<td>Normal rate of pay when attending PM&amp;C for practical training. 57% of the normal rate of pay when in full-time study</td>
<td>APS3.1</td>
<td>Employee must undertake a course of training as determined by the Secretary (delegate).</td>
</tr>
<tr>
<td>Trainee APS employees (Administrative)</td>
<td>Trainee APS</td>
<td>APS1.1</td>
<td>A percentage of the normal rate of pay, having regard to the average proportion of time spent in approved training</td>
<td>APS1.1</td>
<td>Employee must undertake a course of training as determined by the Secretary (delegate).</td>
</tr>
<tr>
<td>Indigenous Australian Government Development Program</td>
<td>N/A</td>
<td>APS3.1</td>
<td>Normal rate of pay</td>
<td>APS4.1</td>
<td>See clause 203</td>
</tr>
<tr>
<td>Indigenous Apprentices</td>
<td>N/A</td>
<td>APS2.1 or APS3.1</td>
<td>Normal rate of pay</td>
<td>APS3.1 or APS4.1</td>
<td>See clause 203</td>
</tr>
<tr>
<td>Career Starters</td>
<td>N/A</td>
<td>APS1.1</td>
<td>Normal rate of pay</td>
<td>APS1.1 or APS2.1</td>
<td>See clause 203</td>
</tr>
</tbody>
</table>
203. Employees engaged in the Indigenous Australian Government Development Program, as an Indigenous Apprentice, or as a Career Starter will, following successful completion of the program, be assessed for advancement to the relevant classification listed in the table at clause 202. Advancement through the broadband will only occur where:

- the employee is working at or above the expected standard for the classification level as determined by the Secretary (delegate);
- there is sufficient work available at the higher classification level; and
- the employee has the necessary skills and proficiencies to perform that work.

**Casual employees**

204. Casual employees are engaged to perform duties that are irregular or intermittent.

205. Employees engaged on a casual basis will receive a 20 per cent loading in lieu of paid leave (excluding long service leave) and public holidays, in addition to their hourly rate of salary.

206. A casual employee who is scheduled to work on a day that falls on a public holiday, as identified in clause 116 of this Agreement, and is not required to perform duties on that day will receive payment for that day at their base rate of pay, including casual loading.

**Penalty rates for rostered employees (shift workers)**

207. A rostered employee will be entitled to the following penalty rates when required to perform ordinary duties at the relevant times:

<table>
<thead>
<tr>
<th>Rostered time of ordinary duty</th>
<th>Penalty rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinary duty performed on Monday – Friday, any part of which falls between 7:00pm and 7:00am</td>
<td>15%</td>
</tr>
<tr>
<td>Ordinary duty performed wholly between 7:00pm and 8:00am Monday to Friday for at least four (4) continuous weeks</td>
<td>30%</td>
</tr>
<tr>
<td>Ordinary duty performed on Saturday</td>
<td>50%</td>
</tr>
<tr>
<td>Ordinary duty performed on Sunday~</td>
<td>100%</td>
</tr>
<tr>
<td>Ordinary duty performed on a public holiday~</td>
<td>150%</td>
</tr>
</tbody>
</table>

~The public holiday rate will not apply to work undertaken in South Australia on a Sunday if that day is a public holiday under the Holidays Act 1910 (SA) solely because it is a Sunday, and the Sunday rate will apply.

208. Shift penalties are not payable during periods of leave except for annual leave.

**Supported wage system**

209. An employee who is affected by disability may be eligible for a supported wage.

210. Eligible employees shall be paid the percentage of salary that corresponds to their assessed productive capacity, provided that the minimum amount payable shall not be less than $82 per week or an amount determined by the Fair Work Commission’s Minimum Wage Panel.

211. Assessment of productive capacity shall be by PM&C and a representative nominated by the employee, in consultation with the employee. The assessment will be recorded in an Assessment Instrument.

212. PM&C will lodge agreed Assessment Instruments with the Fair Work Commission.

213. Reviews of assessment of an employee’s productive capacity will be conducted annually or earlier on reasonable request consistent with the Supported Wage System.
Payment of salary

214. An employee will be paid fortnightly by electronic funds transfer into a financial institution account of the employee’s choice.

215. The fortnightly rate of pay is calculated using the following formula: annual rate of pay multiplied by 12 and divided by 313.

Flexible remuneration packaging

216. Employees may choose to sacrifice part of their salary for a range of non-cash benefits in accordance with legislation and government policy.

Superannuation

217. PM&C will make compulsory employer superannuation contributions as required by the applicable legislation and fund requirements. Contributions will be made to PM&C’s default fund unless the employee formally elects a complying Super Choice fund.

218. The Secretary may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer.

219. Where employer contributions are paid to the Public Sector Superannuation accumulation plan (PSSap) or a complying Super Choice fund the employer contribution will be 15.4 per cent of the Fortnightly Contribution Salary (FCS).

220. Employer superannuation contributions will not be paid during periods of unpaid leave that does not count as service, unless otherwise required by law.

221. Employer contributions to superannuation will not be reduced by any other contributions to superannuation made by the employee through salary sacrifice arrangements.

Salary on reduction

222. An employee’s classification may be reduced at the employee’s request or if the Secretary (delegate) directs, in accordance with the circumstances provided for in section 23 of the PS Act.

223. If an employee requests in writing or is directed to perform work at a lower classification level temporarily or permanently, the Secretary (delegate) will determine the employee’s salary rate at the lower classification level. The determination will reflect the employee’s experience, qualifications and skills and the circumstances under which the reduction occurred.

Higher Duties Allowance

224. Where the Secretary (delegate) has assigned duties to an employee at a higher non-SES classification level for the period set out in Part B (clause 324) or Part C (clause 353) (as applicable) or more, the employee will be paid a higher duties allowance (HDA) equal to the difference between the employee’s current base salary and the minimum salary point of the higher classification, or a higher salary level, as determined by the Secretary (delegate). Additional matters regarding HDA for certain employees are set out in Part C (clause 354).

225. Part-time employees will be paid a HDA if they have been assigned duties at a higher non-SES classification level for the period set out in Part B (clause 325) or Part C (clause 353) (as applicable).

226. Where the Secretary (delegate) has assigned duties to an employee at a higher level in an SES position for the period set out in Part B (clause 324) or Part C (clause 353) (as applicable) or more the employee will be remunerated at a salary level determined by the Secretary (delegate).

Departmental Liaison Officer (DLO) and Cabinet Liaison Officer (CLO) allowance

227. Departmental and Cabinet Liaison Officers will receive the following annual allowance paid fortnightly:
Travel assistance

228. Where the Secretary (delegate) requires an employee to travel PM&C will meet the reasonable costs of travelling, accommodation, meals and other incidental expenses. If an allowance is paid it will be at the rates outlined in the relevant policy and be no less than the rates set by the Australian Taxation Office as amended from time to time. Where practicable any allowance will be paid in advance of undertaking the travel. An allowance is not payable under this clause 228 if expenses are paid for by PM&C.

229. PM&C’s preferred method of paying travel expenses is through the use of a travel charge card or other Government credit card. An allowance will be paid where this is not practicable.

230. The Secretary (delegate) may authorise the payment of airline lounge membership fees for an employee who needs access to an airline lounge for work purposes. Other employees may purchase a membership at PM&C’s discounted corporate rate.

Carer’s assistance

231. Subject to approval by the Secretary (delegate), an employee may receive a reimbursement for reasonable, unavoidable, additional costs associated with the care of a family member or dependent where an employee is required to travel away from his or her normal work location for business purposes or is directed to work outside his or her normal pattern of hours. The employee must advise his or her supervisor in advance that costs may be incurred.

Retirement financial assistance

232. An employee who is aged 54 years or more may receive a one-off reimbursement of up to $500 (plus GST) towards the cost of financial retirement advice.

Corporate responsibility allowances

233. An employee appointed to the role of First Aid Officer or Fire Warden by the Secretary (delegate) will receive a fortnightly allowance as follows:

<table>
<thead>
<tr>
<th>On commencement</th>
<th>12 months after commencement</th>
<th>18 months after commencement</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30.30</td>
<td>$30.91</td>
<td>$31.19</td>
</tr>
</tbody>
</table>

234. An employee confirmed to the role of Health and Safety Representative by the Secretary (delegate) will receive a fortnightly allowance as follows:

<table>
<thead>
<tr>
<th>On commencement</th>
<th>12 months after commencement</th>
<th>18 months after commencement</th>
</tr>
</thead>
<tbody>
<tr>
<td>$27.05</td>
<td>$27.59</td>
<td>$27.84</td>
</tr>
</tbody>
</table>

235. An employee appointed to the role of Harassment Contact Officer by the Secretary (delegate) will receive a fortnightly allowance as follows:

<table>
<thead>
<tr>
<th>On commencement</th>
<th>12 months after commencement</th>
<th>18 months after commencement</th>
</tr>
</thead>
<tbody>
<tr>
<td>$23.90</td>
<td>$24.37</td>
<td>$24.59</td>
</tr>
</tbody>
</table>

236. Where an employee holds two (2) or more of these roles simultaneously, the employee will only receive one (1) allowance.
237. The allowance will not be payable during any periods of unpaid leave or paid leave in excess of 20 consecutive working days.

**Restriction allowance**

238. The Secretary (delegate) may approve the provision of a restriction allowance to an individual or group of employees who have been directed to be contactable and available to be recalled to duty outside their agreed bandwidth.

239. The on call allowance will be the following amounts per week:

<table>
<thead>
<tr>
<th>Period</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>On commencement</td>
<td>$379</td>
</tr>
<tr>
<td>12 months after</td>
<td>$386</td>
</tr>
<tr>
<td>commencement</td>
<td></td>
</tr>
<tr>
<td>18 months after</td>
<td>$390</td>
</tr>
<tr>
<td>commencement</td>
<td></td>
</tr>
</tbody>
</table>

240. If an employee is required to be on call for a period of less than one (1) week in total, the employee will be paid 1/7 of the weekly on call allowance for each 24 hour period.

241. An employee can only be required to be on call for a maximum of 14 days in any 28 day period.

242. If an employee is on call and is recalled to duty by the Secretary (delegate) to a place of work, the employee will be paid overtime at the applicable rate(s) in clause 85. A minimum payment of one (1) hour will apply if the employee is not recalled to physically attend a place of work.

243. Executive Level employees may, in certain circumstances, be eligible for payment of an on call allowance as determined by the Secretary (delegate).

244. If an Executive Level employee is recalled to work by the Secretary (delegate) they will receive access to TOIL or in exceptional circumstances may receive overtime payment.

**Professional memberships**

245. PM&C will reimburse or pay professional membership fees and accreditation fees where a professional membership or accreditation is an essential requirement of an employee’s role. Employees may also be eligible for reimbursement or payment of the costs of other professional memberships.

**Language proficiency allowance**

246. Where the Secretary (delegate) determines that an employee is required to hold a proficiency in a language other than English (including or utilising deaf communication skills) as a requirement of their role, the employee will be entitled to an allowance set out in Part B (clause 326) or Part C (clause 355), as applicable.

247. An eligible employee is one who:

- is accredited or recognised by the National Accreditation Authority for Translators and Interpreters (NAATI) at the Paraprofessional Interpreter level or above; or
- is assessed to be at the equivalent level by an individual or body approved by the Secretary (delegate); or
- is considered by the Secretary (delegate) to have the equivalent skills where there is no other appropriate individual or body approved by PM&C.

248. The allowance will only be payable to an employee while they continue to occupy the role for which the language proficiency is required.

**Motor vehicle allowance**

249. The Secretary (delegate) may approve an employee to use a private vehicle for official purposes where the Secretary (delegate) considers that this will result in greater efficiency or involve less expense for PM&C. If an allowance is paid it will be at the rate set by the Australian Taxation Office and, where
practicable, paid in advance of undertaking the travel. An allowance is not payable under this clause 249 if expenses are paid for by PM&C.

**Reimbursement for loss or damage**

250. The Secretary (delegate) may approve reimbursement to an employee for loss or damage to clothing and/or personal effects, which occurred in the course of the employee’s work.

**Relocation assistance**

251. An employee may be entitled to assistance with relocation expenses. Details are in Workforce Management Policy.

**Remote locality assistance**

252. The Secretary (delegate) may approve remote locality assistance as set out in this section and the Remote Localities Assistance Policy (as varied from time to time).

253. Remote locality assistance is not paid pro-rata in respect of part-time employees.

254. Remote locality allowance is payable to a casual employee on a pro-rata basis. Casual employees are not entitled to remote locality leave fares or additional annual leave.

255. Upon commencement of this Agreement, a remoteness score will be determined for each locality in which PM&C operates by:

- calculating the Accessibility/Remoteness Index of Australia Plus (ARIA+) for the locality; and
- where applicable, adding an additional score(s) in accordance with the following table.

<table>
<thead>
<tr>
<th>Number of months per calendar year where the mean average maximum temperature is:</th>
<th>Additional score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Between 30°C and 35°C (based on BoM statistics)</td>
<td></td>
</tr>
<tr>
<td>6 – 9 months</td>
<td>1</td>
</tr>
<tr>
<td>10 – 12 months</td>
<td>2</td>
</tr>
<tr>
<td>Above 35°C (based on BoM statistics)</td>
<td></td>
</tr>
<tr>
<td>1 – 5 months</td>
<td>1</td>
</tr>
<tr>
<td>6 – 9 months</td>
<td>2</td>
</tr>
<tr>
<td>10 – 12 months</td>
<td>3</td>
</tr>
</tbody>
</table>

256. For the purposes of this section, a "remote locality" is a locality with a remoteness score of greater than 3.10.

257. If PM&C commences operation in a new locality during the life of this Agreement, a remoteness score will be calculated for that locality in accordance with clause 255.

**Remote locality allowance**

258. The remote locality allowance is payable to an employee stationed at a designated remote locality as follows:
Remote locality leave fare

259. An employee based in a remote locality will accrue an entitlement a remote locality leave fare on the day the employee commences working at the remote locality. The entitlement to remote locality leave fares will accrue on the anniversary of the employee’s commencement at the remote locality in accordance with the following table:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Leave fare entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grades A and B</td>
<td>1 every two years</td>
</tr>
<tr>
<td>Grades C and D</td>
<td>1 each year</td>
</tr>
</tbody>
</table>

260. No more than two remote locality leave fares may be held in credit at any one time. Remote locality leave fares cannot be cashed out and cannot be transferred if an employee moves to another location that is not remote. Remote locality leave fares will not be paid out on termination of employment.

261. For the purposes of the remote locality leave fare, employees will be reimbursed for travel undertaken by the employee and each eligible dependant or partner of the employee, up to the lesser amount of:

- return airfare(s) based on the best fare of the day from travel from the designated remote locality to the nearest capital city in that State (with Adelaide being deemed to be the nearest capital city for Northern Territory);
- return airfare(s) for the actual travel undertaken based on the best fare of the day; or
- motor vehicle allowance for the car travel undertaken.

(for the purposes of this clause 261, "best fare of the day" means the 'best' fare quoted by the PM&C’s contracted travel provider for travel after 7am on the day that the employee undertakes the travel)

262. The Secretary (delegate) will approve fares reimbursement for employees and their dependants living in a designated remote locality for up to two student travel concession fares per 12 month period reasonably incurred for return travel by each child from the place where they attend school to the employee’s locality.
Additional annual leave for remote localities

263. Employees living in designated remote localities will accrue additional annual leave as follows:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Additional days of annual leave per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade A</td>
<td>2</td>
</tr>
<tr>
<td>Grade B</td>
<td>3</td>
</tr>
<tr>
<td>Grade C</td>
<td>5</td>
</tr>
<tr>
<td>Grade D</td>
<td>7</td>
</tr>
</tbody>
</table>

Grandfathering provisions

264. If, immediately before the commencement of this Agreement, an employee was in receipt of payment of Remote Localities Assistance as set out in clauses 485 – 492 of the DEEWR EA, the employee will continue to receive the Remote Localities Assistance while they remain employed by PM&C in the relevant location. An employee may elect in writing at any time to receive the remote locality allowance in accordance with clauses 258 to 263 of this Agreement instead of the Remote Localities Assistance set out in clauses 485 – 492 of the DEEWR EA. An election to receive the remote localities allowance under clause 258 of this Agreement is final, and the employee will be permanently ineligible from receiving the Remote Localities Assistance as set out in the DEEWR EA.

265. If, immediately before the commencement of this Agreement, an employee was in receipt of payment of Remote Localities Assistance as set out in clauses 15.1 – 15.8 of the FaHCSIA EA, and the entitlement to conditions under this Agreement in the employee’s work locality would be reduced when compared to the conditions under the FaHCSIA EA, the employee will continue to receive the Remote Locality Assistance set out in the FaHCSIA EA while they remain employed by PM&C in the relevant location. An employee may elect in writing at any time to receive the remote locality allowance in accordance with clauses 258 to 263 of this Agreement instead of the Remote Locality Assistance set out in clauses 15.1 – 15.8 of the FaHCSIA EA. An election to receive the remote localities allowance under clause 258 of this Agreement is final, and the employee will be permanently ineligible from receiving the Remote Locality Assistance as set out in the FaHCSIA EA.

266. If, immediately before the commencement of this Agreement, an employee was in receipt of remote locality assistance as specified in the below table, the employee will continue to receive the remote locality assistance while they remain employed by PM&C in the relevant location and otherwise meet the eligibility requirements under the predecessor provisions.

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Provision of enterprise agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEEWR EA</td>
<td>clause 498</td>
</tr>
<tr>
<td>FaHCSIA EA</td>
<td>clause 15.8</td>
</tr>
<tr>
<td></td>
<td>clauses 15.14, 15.20 and 15.24</td>
</tr>
<tr>
<td>AGD EA</td>
<td>clause 3.48</td>
</tr>
<tr>
<td>SEWPaC EA</td>
<td>clauses 9.6 and 9.7</td>
</tr>
</tbody>
</table>
267. An employee who is entitled to remote locality assistance under clause 266 is not entitled to remote locality assistance in accordance with clauses 258 to 263 of this Agreement.

268. Clause 266 applies for a period of 12 months from the commencement of this Agreement. On and from 12 months after the commencement of this Agreement, clause 266 will cease to apply and any entitlement to remote localities assistance will be determined in accordance with clauses 258 to 263 of this Agreement.

269. An employee who is entitled to remote locality assistance under clause 266 immediately prior to 12 months after the commencement of this Agreement will receive a gross payment of $500 in consideration for the cessation of the grandfathered remote locality assistance payments. This amount will be paid in the first full pay period after 12 months after commencement of this Agreement.

270. Allowances associated with any of these grandfathering provisions are not indexed.

**Emergency, medical or compassionate travel**

271. Where:

- an employee or a dependant of an employee is stationed at a remote locality; and
- it is necessary for the employee or a dependant of the employee to travel from the locality for medical, dental, specialist or emergency treatment, compassionate reasons (e.g. where a family member becomes critically or dangerously ill or dies), or other situations approved by the Secretary (delegate),

the Secretary (delegate) will authorise reimbursement of reasonable costs incurred for return transport by air through PM&C’s travel management provider, where possible, or surface travel to the locality:

- where the family member lived before their death if that locality is within Australia or to an international airport in Australia if that locality is outside of Australia;
- where the family member is ill, provided that a qualified medical practitioner certifies that during a specified period the close relative has been critically or dangerously ill, if that locality is within Australia or to an international airport in Australia if that locality is outside of Australia; or
- in relation to a crisis situation.

**Payment upon death of an employee**

272. Where an employee dies, or the Secretary (delegate) has directed that an employee will be presumed to have died on a particular date, payment may be made to the legal personal representative of the former employee of an amount that would have been paid if the employee had otherwise ceased employment on resignation or age retirement.

273. Long service leave credits will be paid out in accordance with the *Long Service Leave act (Commonwealth Employees) 1976.*
SECTION 6 – WORKFORCE MANAGEMENT

Policies relating to the administration of entitlements under this section are in the Workforce Management Policy.

Probation

274. A newly appointed ongoing APS employee will be required to undertake a probationary period up to six (6) months from the date of commencement of employment with PM&C.

Resignation by employee

275. An employee may resign from employment at any time by giving a minimum of two (2) weeks’ notice in writing to the Secretary (delegate).

Termination of employment by PM&C

276. The Secretary (delegate) may terminate the employment of an employee for serious misconduct, without notice or payment in lieu of notice of termination.

Final monies on cessation of employment

277. Prior to ceasing employment, employees will be advised of any outstanding monies owed to PM&C which will be deducted from the employee’s final entitlements at cessation.

Management of excess employees

278. Clauses 279 to 312 will apply to any PM&C employee who is excess to the requirements of PM&C, other than non-ongoing employees or employees on probation.

Workplace support for excess employees

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

Consultation process

280. Where the Secretary (delegate) becomes aware that an employee is potentially excess, the Secretary (delegate) will advise the employee in writing, as soon as practicable, that the employee is potentially excess and the reasons why the employee is potentially excess.

281. Within 30 calendar days of the notification in clause 280, the Secretary (delegate) will hold discussions with the employee, and the employee’s nominated representative (if applicable), to consider:

- any measures that could be taken to remove or reduce the likelihood of an employee becoming excess; and
- whether voluntary redundancy (VR), redeployment or re-assignment of duties may be appropriate.

Invitation to other employees to express interest in a VR

282. The Secretary (delegate) may, prior to the conclusion of the discussions referred to in clause 281, invite employees who are not potentially excess to express interest in a VR, where this would permit the redeployment of employees who are potentially excess.

Declaration of excess

283. Where an employee has been notified that they are potentially excess and the employee or their nominated representative has declined to participate in a discussion referred to in clause 281, the Secretary (delegate) may immediately identify the employee as excess to the requirements of PM&C.
284. The Secretary (delegate) may identify an employee as excess to the requirements of PM&C 30 days after the employee was notified that they are potentially excess.

**Redeployment and re-assignment of duties**

285. The Secretary (delegate) will take all reasonable steps, including merit based selection, to re-assign the duties of an excess employee at the same level, within PM&C, or to assist in the movement of the employee to another APS agency.

286. PM&C will consider an excess employee in isolation from other applicants for an ongoing position in PM&C at or below the employee’s classification level for which the employee has applied.

287. If necessary, employees seeking redeployment may be referred to an APS redeployment program, if redeployment is not readily available in PM&C. PM&C will meet any costs associated with this referral.

288. An excess employee who:
   - has declined an offer of VR; or
   - has not accepted a VR offer within the 30 day consideration period; and
   - has not already been referred to a redeployment program,
     will be immediately referred to a redeployment program/s and commence a retention period in accordance with clause 304.

289. If an employee was referred to a redeployment program prior to having been made an offer of VR and the employee has not been successfully redeployed to an ongoing position within two (2) months, the employee will be offered a VR.

**Voluntary Redundancy (VR)**

**Period of consideration**

290. An employee who has been advised that they are excess and who is not seeking redeployment will be made only one (1) offer of VR in respect of any single redundancy situation, and will be given 30 days in which to consider the offer commencing on the day after the offer is made.

**Offer of voluntary redundancy**

291. When an employee is invited to accept a VR, or has been notified in writing that they are potentially excess, they will be given information on the:
   - amount of their severance pay and the indicative value of the balance of any annual leave and long service leave credits;
   - details regarding superannuation entitlements;
   - likely taxation rules applying to the various payments;
   - the length of notice the employee is entitled to; and
   - availability of career advisory services.

292. PM&C will reimburse an employee considering a VR up to $500 (plus GST) for financial advice obtained from a registered financial adviser prior to making a decision to formally accept the offer of a VR.

**Period of notice**

293. Upon receipt of the acceptance of an offer of VR, the Secretary (delegate) will issue the employee with a notice of termination under section 29 of the PS Act.

294. The employee will be provided with four (4) weeks’ notice (five (5) weeks for an employee over 45 years of age with at least five (5) years of continuous service) prior to the termination of their employment.
The notice period will commence on the day after the employee is issued with a notice of termination under section 29 of the PS Act.

295. Where an employee requests and the Secretary (delegate) agrees or where the Secretary (delegate) directs an earlier termination date within the notice period, the employee’s employment will be terminated under section 29 of the PS Act on that date. The employee will receive payment in lieu of notice for the unexpired portion of the notice period on the basis of:

- the employee’s current ordinary hours of work;
- the amounts payable to the employee in respect of those hours, e.g. allowances; and
- any other payments under the employee’s contract of employment except for accruals that would have occurred had the person remained as an employee during the relevant notice period.

**Severance benefit – recognition of service**

296. An employee who accepts a VR and whose employment is terminated by the Secretary (delegate) under section 29 of the PS Act on the grounds that they are excess to requirements is entitled to two (2) weeks’ salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service.

297. The minimum amount payable will be four (4) weeks’ salary and the maximum will be 48 weeks’ salary subject to any minimum amount the employee is entitled to under section 119 of the FWA.

298. Severance payments involving part-time employees will be calculated on a pro-rata basis for any period where they have worked part-time hours during their period of service and where they have less than the equivalent of 24 years’ full-time service.

299. Service for severance pay purposes means:

- service in PM&C;
- Government service as defined in section 10 of the *Long Service Leave 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;
- service with the Australian Defence Forces;
- APS service immediately preceding deemed resignation under the repealed Section 49 of the repealed *Public Service Act 1922* if the service has not previously been recognised for severance pay purposes; and
- service in another organisation where the employee was moved from the APS to give effect to an administrative re-arrangement; or an employee of that organisation is engaged as an APS employee as a result of an administrative re-arrangement, and such service is recognised for long service leave purposes.

300. Service that will not count as service for severance pay purposes is 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;
- inability to perform duties because of a physical or mental incapacity;
- failure to satisfactorily complete an entry level training course;
- failure to meet a condition of engagement imposed under subsection 22(6) of the PS Act;
- breach of the Code of Conduct; or
- any other ground prescribed by the Public Service Regulations; or
- on a ground equivalent to those above 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 retrenchment benefit or similar payment or an employer financed retirement benefit.

301. For earlier periods of service to count as severance pay, there must be no breaks between periods of service, except where:

- the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the Public Service Act 1922.

**Severance benefit – rate of payment**

302. Salary for severance pay purposes will include:

- the employee’s substantive salary adjusted on a pro-rata basis for periods of part-time service;
- higher duties allowance for performance of duties at a higher classification level where the employee has been performing duties and continues to perform duties at the higher classification level for a continuous period of at least 12 months immediately prior to the date on which the employee was given notice of termination of employment; and
- other allowances in the nature of salary which have been paid to the employee on a regular basis and have continued to be paid during periods of annual leave, excluding allowances which are a reimbursement for expenses incurred.

**Retention period**

303. A retention period will commence in relation to an employee who has sought redeployment, has declined an offer of VR and has been referred to a redeployment program prior to the offer being made.

304. Where an excess employee has declined an offer of VR the employee will commence a retention period as set out in Part B (clause 327) or Part C (clause 363), as applicable. The retention period will commence on the earlier of the following:

- the day the employee is formally advised in writing by the Secretary (delegate) that they are an excess employee; or
- 30 days after the day on which the Secretary (delegate) invites the employee to accept a VR.

305. If an excess employee is entitled to a redundancy payment in accordance with section 119 of the FWA the retention period in clause 304 is reduced by the number of weeks’ redundancy pay that the employee will be entitled to under the FWA on termination of employment.

306. The retention period and the notice period may be extended by any periods of paid personal/carer’s leave not exceeding six (6) months, which is supported by medical evidence.

307. During the retention period, the Secretary (delegate):

- will continue to take reasonable steps to find alternative suitable employment for the excess employee; and/or
• may, after giving four (4) weeks’ notice to the excess employee, reduce their classification as a means of securing alternative employment.

308. If an employee’s classification is reduced during the retention period the employee will continue to be paid at their previous substantive base salary, immediately prior to the reduction in classification, for the balance of the retention period.

309. Where the Secretary (delegate) believes there is insufficient productive work available for the excess employee during the retention period, the Secretary (delegate) may, with the agreement of the excess employee, terminate the employee’s employment under section 29 of the PS Act during the retention period on the grounds that they are excess to requirements and pay the balance of the retention period as a lump sum amount. The lump sum payment will be taken to include payment in lieu of notice of termination.

310. Upon termination pursuant to clause 309, the employee will be paid a lump sum comprising:

- the balance of the retention period (as shortened under clause 305) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
- any redundancy payment to which the employee is entitled pursuant to section 119 of the FWA.

**Involuntary Retrenchment (IR)**

311. At the end of the retention period the Secretary (delegate) may make the excess employee involuntarily redundant under section 29 of the PS Act.

312. An excess employee will not be made involuntarily redundant where:

- the employee has not been invited to accept an offer of VR;
- the employee has requested a VR, but the Secretary (delegate) has refused; or
- the employee has not been given four (4) weeks’ notice of termination of employment (or five (5) weeks for an employee over 45 years of age with at least five (5) years’ continuous service), or payment in lieu of notice.
PART B: GENERAL TERMS AND CONDITIONS

APPLICATION OF PART B

313. From commencement of this Agreement and until 36 months after commencement, this Part B applies to all employees covered by this Agreement, other than employees covered by Part C.

314. On and from 36 months after the commencement of this Agreement, this Part B applies to all employees covered by this Agreement.

SECTION 3 – WORKING HOURS

Hours of work

315. For the purposes of clause 67, the ordinary hours of work for a full-time employee are 7 hours and 36 minutes a day, a total of 38 hours per week and 152 hours per four week settlement period.

316. For the purposes of clause 70, the standard attendance hours for full-time employees covered by this Part B are 7 hours and 36 minutes from 8:30am to 12:30pm and 1:30pm to 5:06pm Monday to Friday.

317. For the purposes of clause 79, the maximum flex debit that can be carried into the next settlement period is one day (based on the employee’s ordinary hours of work).

Overtime

318. For the purposes of clause 81, overtime is work performed outside the bandwidth set out in clause 68. Subject to clause 95, work performed by an APS level employee (other than rostered employees) in excess of their standard hours of work for a day, but within the bandwidth, will be treated as flextime.

319. For the purposes of clause 85, where an eligible employee works for less than one hour a minimum payment of one hour will be made. After the first hour, if less than a whole hour is worked, payment will be calculated at the nearest hour.

SECTION 4 – LEAVE

Personal/Carer’s leave

320. For the purposes of clause 125, ongoing and non-ongoing employees are entitled to 18 days’ paid personal/carer’s leave for each year of service with PM&C.

Volunteer leave

321. The Secretary (delegate) may grant an employee one day of volunteer leave with pay and a reasonable amount of leave without pay to undertake volunteer or community service work.

Compassionate leave

322. For the purposes of clause 155:
   - an employee is entitled to paid compassionate leave of three (3) days per occasion; and
   - casual employees are entitled to three (3) days of unpaid compassionate leave per occasion.

Supporting partner leave

323. For the purposes of clause 167, the period is 2 weeks (10 days).

SECTION 5 – CLASSIFICATION, REMUNERATION AND ALLOWANCES

Higher Duties Allowance

324. For the purposes of clauses 224 and 226, the period is 15 consecutive working days (inclusive of public holidays).
325. For the purposes of clause 225, the period is 15 consecutive actual days worked or six (6) weeks (whichever occurs first).

**Language Proficiency Allowance**

326. For the purposes of clause 246, the language proficiency allowance is $1,648 per annum. This allowance will be increased by the general salary increase as per clause 182.

**SECTION 6 – WORKFORCE MANAGEMENT**

**Retention period**

327. For the purposes of clause 304, the retention period is seven (7) months.
PART C: MAINTENANCE OF CONDITIONS FOR CERTAIN EMPLOYEES

APPLICATION OF PART C

General

328. This Part C applies to employees who, immediately before the commencement of this agreement:
   • performed duties in the Indigenous Affairs Group within PM&C; and/or
   • were covered by the terms and conditions of the FaHCSIA EA by operation of the Section 24(3) Determination.

329. This Part C will cease to apply to an employee where an employee has accepted a promotion to a higher classification level within PM&C after the commencement of this agreement.

330. This Part C will cease to apply on and from 36 months after the commencement of this Agreement.

Leave balances once Part C ceases to apply to an employee

331. Where this Part C ceases to apply to an employee (whether 36 months after the commencement of this Agreement or earlier), the employee's existing annual, personal and purchased leave credits will be increased by a factor of 38/37.5 in order to maintain the value of those credits.
   Example: A credit of 75 hours of leave (two weeks at 37 hours and 30 minutes per week) will become a credit of 76 hours (two weeks at 38 hours per week).

SECTION 3 – WORKING HOURS AND FLEXIBLE WORKING ARRANGEMENTS

Hours of work

332. For the purposes of clause 67, the ordinary hours of work for a full-time employee are 7 hours and 30 minutes per day, a total of 37.5 hours per week and 150 hours per four week settlement period.

333. For the purposes of clause 70, the standard attendance hours for full-time employees covered by this Part C are 7 hours and 30 minutes from 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday.

334. For the purposes of clause 79, the maximum flex debit that can be carried into the next settlement period is 22.5 hours.

Overtime

335. For the purposes of clause 81, overtime is time worked at the approval of the Secretary (delegate) in addition to regular hours of work.

336. For part-time employees, overtime is work performed at the direction of the Secretary (delegate) in addition to the employee’s agreed or regular hours or beyond the total hours of work over the settlement period specified for the employee in the employee’s part-time work agreement.

337. Where the Secretary (delegate) agrees, an employee who is eligible for an overtime payment or restriction allowance may elect to take time off in lieu at the appropriate penalty rate. Where time off in lieu has been agreed, but the employee has not been granted that time off within four weeks (or another agreed period) due to operational reasons, the employee may elect to receive payment of the original overtime or restriction duty entitlement.

Emergency duty

338. Where the Secretary (delegate) directs an employee to return to duty to meet an emergency outside regular hours, and the employee has received no notification to return to duty prior to ceasing ordinary duty, the employee will be paid at the rate of double time for a minimum of two hours. This clause 338 does not apply to an employee who is paid restriction allowance.
SECTION 4 – LEAVE

Christmas closedown

339. With respect to clauses 110 and 114, employees will cease operations at 12:30pm on the last working day before Christmas Day.

Easter closedown

340. With respect to clause 114, employees will be granted two hours of paid leave without deduction from leave credits from 3:00pm on the last working day before Good Friday.

Working during Christmas and Easter closedown

341. Where the Secretary (delegate) directs an APS level employee to attend for duty during periods that would otherwise be regarded as working time during the Christmas and Easter closedowns, the employee will be eligible for payment or time off in lieu on the same basis as for duty on a Sunday.

342. Where the Secretary (delegate) requires an Executive Level employee to attend for duty during periods that would otherwise be regarded as working time during the Christmas and Easter closedowns, the employee will be eligible for time off in lieu on the basis of two hours off for every one hour worked.

Personal/carer's leave

343. For the purposes of clause 125, ongoing and non-ongoing employees are entitled to 20 days' paid personal/carer's leave for each year of service with PM&C.

344. The Secretary (delegate) may, in exceptional circumstances, approve an employee's request to convert their personal leave credits to half pay to cover a period of leave for sick or caring purposes.

Moving house leave

345. For the purposes of clause 141, the Secretary (delegate) may grant an employee a maximum of one day's moving house leave with pay during a calendar year for the purpose of moving house. Additional moving days may be granted as leave without pay.

Volunteer leave

346. The Secretary (delegate) may grant an employee up to four days of volunteer leave with pay and a reasonable amount of leave without pay to undertake community volunteering. Leave for community volunteering purposes can be taken in part days including in hours and minutes.

Compassionate leave

347. For the purposes of clause 155:

- where an employee has sufficient personal/carer's leave credits available, the employee will be entitled to 3 days' paid personal/carer's leave per occasion;
- where an employee has insufficient personal/carer's leave credits available, the employee will be entitled to 3 days' paid leave per occasion; and
- casual employees are entitled to two (2) days of unpaid compassionate leave per occasion.

Parental leave

348. Employees returning from parental leave will be provided with access to part-time employment for a period of three years from the end of the parental leave. Applications for part-time employment beyond the initial three year period for the purpose of continued childcare will be considered in line with the part time provisions of the Agreement and will not be unreasonably rejected.

Leave for supporting partners

349. For the purposes of clause 167, the period is 20 days.
Cancellation of leave – school holiday family care subsidy

350. Where an employee with school aged children has approved leave cancelled or is required to return from leave early because of PM&C business requirements during school holidays, the Secretary (delegate) will reimburse the amount paid by the employee for each school child attending approved or registered care for the approved period of leave.

351. In the circumstances described at clause 350, where the employee can demonstrate that he or she would otherwise have taken personal responsibility for caring for other family members, the Secretary may reimburse some or all of the amount paid by the employee for that family care.

Extra family care costs

352. Where PM&C requires an employee to be away from home outside the employee's bandwidth of hours (including normal travel time) or to work outside their regular hours, the Secretary (delegate) will approve payment or reimbursement (net of government assistance) of the reasonable cost of additional family care arrangements on receipt of satisfactory evidence.

SECTION 5 – CLASSIFICATION, REMUNERATION AND ALLOWANCES

Higher Duties Allowance

353. For the purposes of clauses 224 to 226, the period is two weeks, unless the Secretary determines there are special circumstances associated with the duties to be performed for a shorter period.

354. For the purposes of clause 224, where an employee’s annual HDA would be less than $1,500, the employee will be placed on the second pay point in the classification range.

Language Proficiency Allowance

355. For the purposes of clause 246, the language proficiency allowance is:

- Rate A – for employees accredited or recognised at the para professional interpreter/translator level or above; and
- Rate B – for other employees.

<table>
<thead>
<tr>
<th>Rate</th>
<th>On commencement</th>
<th>12 months after commencement</th>
<th>18 months after commencement</th>
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<tbody>
<tr>
<td>A</td>
<td>$2,025</td>
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<td>$2,084</td>
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<tr>
<td>B</td>
<td>$1,009</td>
<td>$1,029</td>
<td>$1,038</td>
</tr>
</tbody>
</table>

Overtime meal allowance

356. An employee who works approved overtime after the end of ordinary duty, to the completion of or beyond a meal period without a break for a meal will be paid an overtime meal allowance of $29.40. The overtime meal allowance will be varied in accordance with rates advised through an approved subscription service.

357. An employee will also be entitled to an overtime meal allowance in the amount set out in clause 356 where the employee is required:

- after the completion of ordinary hours for the day, to perform duty after a break for a meal and is not entitled to payment for that break;
- to perform duty before the commencement of ordinary hours of duty, who breaks for a meal and is not entitled to payment for that break;
to perform duty on a Saturday or public holiday, in additional to ordinary hours of duty, extending beyond a meal break and is not entitled to payment for that meal break; or

- to attend for duty (on recall) at a place of work while in receipt of restriction allowance and the duty extends beyond a meal break.

358. For the purposes of clauses 356 and 357, a meal period means:

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

**Tropical and temperate clothing allowance**

359. The Secretary (delegate) may approve the payment of a tropical and temperate clothing allowance of up to $100 over a three year period for the reasonable costs of clothing where an employee is required to travel on official business to a locality which has a climate greatly different from the employee's usual place of work.

**Travel allowance**

360. Where an employee elects to stay in non-commercial accommodation, the Secretary (delegate) may approve an allowance to be payable in addition to any allowances payable for meals and incidentals. Non-commercial accommodation does not include accommodation provided by PM&C.

**Safe driver training**

361. PM&C will arrange safe driver training appropriate to the risk and type of vehicle where an employee is regularly required to drive in remote areas for PM&C purposes.

**Vaccination programs**

362. PM&C may provide a vaccination service to employees. While employees should normally use the vaccination service provided by PM&C, if an employee does not use that vaccination service, the employee may be reimbursed the cost incurred by the employee, which is limited to the cost of the vaccine itself.

**SECTION 6 – WORKFORCE MANAGEMENT**

**Retention period**

363. For the purposes of clause 304, the retention period is:

- Thirteen (13) months, for employees over the age of 45 or who have 20 or more years of service; or
- Seven (7) months, for all other employees.
# ATTACHMENT A – RECOGNITION OF ALLOWANCE FOR PARTICULAR PURPOSES

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Counts as salary for superannuation</th>
<th>Counts as salary for overtime</th>
<th>Payable during long service leave</th>
<th>Payable during annual leave</th>
<th>Payable during other paid leave</th>
<th>Reduced during periods of half pay leave (if payable during leave) or part-time</th>
<th>Included in salary for calculation of redundancy payment</th>
<th>Included in salary for payment in lieu of termination notice</th>
<th>Included in salary for payment in lieu of annual leave</th>
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<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Restriction Allowance</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

1 Employee must be in receipt of the relevant allowance on the last day of service for it to count towards these purposes.

2 Employee must have been in receipt of the relevant allowance for a minimum continuous period of 12 months for the allowance to count for this purpose.

3 Allowance is only payable during periods of leave up to 20 days. Allowance will cease for periods in excess of 20 days.

4 Allowance is only payable during periods of long service leave where the employee remains in the locality.

5 Corporate Responsibility Allowance will count as salary for superannuation immediately for first aid officers.

6 Payment based on working hours.
## ATTACHMENT B – LEAVE TYPES TO COUNT AS SERVICE (TCAS) STATUS

<table>
<thead>
<tr>
<th>Leave Type</th>
<th>Counts as service for Long Service Leave (LSL)</th>
<th>Counts as service for redundancy (severance pay) purpose</th>
<th>Counts as service for accrual of annual leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption leave with pay</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Adoption leave at half pay</td>
<td>Yes(^1)</td>
<td>Yes(^1)</td>
<td>Yes(^1)</td>
</tr>
<tr>
<td>Adoption leave without pay</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Annual leave</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Annual leave at half pay</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Compassionate/ bereavement leave</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Cultural and ceremonial leave</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Cultural and ceremonial leave without pay</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Defence Reserve leave</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes(^6)</td>
</tr>
<tr>
<td>Foster care leave and permanent care order leave</td>
<td>Yes(^1)</td>
<td>Yes(^1)</td>
<td>Yes(^1)</td>
</tr>
<tr>
<td>Foster care leave and permanent care order leave without pay</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Long service leave</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Long service leave at half pay</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Maternity leave with pay</td>
<td>Yes(^1)</td>
<td>Yes(^1)</td>
<td>Yes(^1)</td>
</tr>
<tr>
<td>Maternity leave at half pay</td>
<td>Yes(^1)</td>
<td>Yes(^1)</td>
<td>Yes(^1)</td>
</tr>
<tr>
<td>Maternity leave without pay</td>
<td>No(^5)</td>
<td>No(^5)</td>
<td>No(^5)</td>
</tr>
<tr>
<td>Miscellaneous leave with pay</td>
<td>Yes(^4)</td>
<td>Yes(^4)</td>
<td>Yes(^4)</td>
</tr>
<tr>
<td>Miscellaneous leave without pay</td>
<td>No(^3)</td>
<td>No(^3)</td>
<td>No(^3)</td>
</tr>
<tr>
<td>Personal/Carer’s leave with pay</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Personal/Carer’s leave without pay</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Carer’s leave without pay</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Purchased leave</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Sabbatical leave</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Parental leave without pay</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Supporting partners leave</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Unauthorised absence</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

1. **Accrual for the first 14 weeks only.**
2. **Miscellaneous leave without pay that is community service leave within the meaning of the FW Act will count as service.**
3. **Unless the leave is agreed by the Secretary (delegate) to count as service (conditional on returning to duty).**
4. **Conditional on returning to duty**
5. **Where an employee is ineligible for paid maternity leave the first 14 weeks of their unpaid leave will count as service for all purposes**
6. **Unpaid Defence Reserve leave for the purpose of CFTS does not count as service for the purposes of accruing annual leave**
7. **For periods of unpaid leave (other than for absences on account of illness or in respect of defence service), the Secretary (delegate) must make a specific determination that the period of unpaid leave counts for service for long service leave purposes either at the time of approving the period of leave or at a later time.**

*Reference to maternity leave in this document is in accordance with the Maternity Leave (Commonwealth Employees) Act 1973*
## ATTACHMENT C – KEY TERMS

<table>
<thead>
<tr>
<th>Definition</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active service</td>
<td>Where an employee is attending work and undertaking duties – i.e. not on a period of leave.</td>
</tr>
<tr>
<td>AGD EA</td>
<td>The Attorney-General’s Department Enterprise Agreement 2011, the terms and conditions of which, immediately before the commencement of this Agreement, preserved conditions for certain employees of PM&amp;C by operation of the Section 24(3) Determination.</td>
</tr>
<tr>
<td>Agreement</td>
<td>The Department of the Prime Minister and Cabinet Enterprise Agreement 2017 - 2020.</td>
</tr>
<tr>
<td>APS</td>
<td>The Australian Public Service.</td>
</tr>
<tr>
<td>APS employee</td>
<td>Refers to an employee employed under the Public Service Act 1999 (PS Act) and has the same meaning as that contained within the PS Act.</td>
</tr>
<tr>
<td>Base salary</td>
<td>The rate of pay payable to the employee for their ordinary hours of work, but not including any of the following:</td>
</tr>
<tr>
<td></td>
<td>• incentive-based payments and bonuses;</td>
</tr>
<tr>
<td></td>
<td>• loadings;</td>
</tr>
<tr>
<td></td>
<td>• monetary allowances;</td>
</tr>
<tr>
<td></td>
<td>• overtime or penalty rates; and</td>
</tr>
<tr>
<td></td>
<td>• any other separately identifiable amounts.</td>
</tr>
<tr>
<td>Classification Rules</td>
<td>The Public Service Classification Rules 2000.</td>
</tr>
<tr>
<td>Compressed hours</td>
<td>Where an employee works a varied work pattern that includes some or all of the employee’s standard daily hours being in excess of 7 hours 36 minutes (within their agreed bandwidth) to enable the employee to work reduced hours on other days.</td>
</tr>
<tr>
<td>DEEWR EA</td>
<td>The DEEWR Enterprise Agreement 2012 – 2014, the terms and conditions of which, immediately before the commencement of this Agreement, preserved conditions for certain employees of PM&amp;C by operation of the Section 24(3) Determination.</td>
</tr>
<tr>
<td>De facto Partner</td>
<td>The de facto partner of an employee means:</td>
</tr>
<tr>
<td></td>
<td>• a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and</td>
</tr>
<tr>
<td></td>
<td>• includes a former de facto partner of the employee.</td>
</tr>
<tr>
<td>Dependant</td>
<td>In relation to an employee, a dependant means:</td>
</tr>
<tr>
<td></td>
<td>• an employee’s spouse (or former spouse); or</td>
</tr>
<tr>
<td></td>
<td>• an employee’s partner who stands in a bona fide domestic relationship with the employee; or</td>
</tr>
<tr>
<td></td>
<td>• a child or parent of the employee, or of the spouse (or former spouse)/partner of the employee being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.</td>
</tr>
<tr>
<td></td>
<td>For the purposes of Remote Locality Allowance and Leave Fares Assistance an eligible dependant is a dependant (as defined above) who:</td>
</tr>
<tr>
<td><strong>Employee</strong></td>
<td>A member of staff of PM&amp;C employed under the PS Act and paid by PM&amp;C through the payroll system, whose employment is covered by this Agreement, whether the employee is ongoing or non-ongoing, or is employed on a full-time or part-time, or casual basis.</td>
</tr>
</tbody>
</table>
| **Excess Employee** | An employee who is excess to the requirements of PM&C if the Secretary (delegate) determines:  
- the employee is included in a class of employees employed by PM&C, and there are more employees in the class than is necessary for the efficient and economical working of PM&C;  
- the services of the employee cannot be effectively used because of technological or other changes in the work methods, or changes in the nature, extent or organisation of the functions of PM&C; or  
- the duties usually performed by the employee are to be performed by the employee at a different locality, and the employee is not willing to perform duties at that locality. |
| **FaHCSIA EA** | The *Department of Families, Housing, Community Services and Indigenous Affairs Enterprise Agreement 2012 – 2014*, the terms and conditions of which, immediately before the commencement of this Agreement, preserved conditions for certain employees of PM&C by operation of the Section 24(3) Determination. |
| **Family** | Family or immediate family means:  
- a spouse (or former spouse) or de facto partner of the employee;  
- a child (including an adopted child, step child, foster child or an ex-nuptial child) of the employee;  
- parent, grandparent, grandchild or sibling of the employee;  
- a child (including an adopted child, step child, foster child or an ex-nuptial child) of the employee’s spouse (or former spouse) or de facto partner;  
- a parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner of the employee;  
- a member of the employee’s household; or  
- traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs. |
| **Foster Child** | A foster child of an employee means a child for whom the employee has assumed primary responsibility for the long term care of the child who is, or will be, under 16 years of age and the child is not (otherwise than because of fostering) a child of the employee or the employee’s spouse (or former spouse) or de facto partner. |
| **Full-time employee's ordinary hours of work** | A full-time employee's ordinary hours of work are:  
- 152 hours over a four (4) week period (for an employee covered by Part B of this Agreement); or  
- 150 hours over a four (4) week period (for an employee covered by Part C of this Agreement). |
<p>| <strong>Non-ongoing employee</strong> | An employee engaged for a specific period, the duration of a specified task or duties that are irregular or intermittent, as defined by the PS Act. |</p>
<table>
<thead>
<tr>
<th><strong>Ongoing employee</strong></th>
<th>Ongoing employment as defined by the PS Act.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Parliamentary Service Act</strong></td>
<td><em>Parliamentary Services Act 1999</em></td>
</tr>
<tr>
<td><strong>Permanent care order</strong></td>
<td>A permanent care order is a court order which grants custody and guardianship of a child (up to the age of 18) to the person or persons named in the order (not being the child's parent).</td>
</tr>
<tr>
<td><strong>PM&amp;C EA 2011-2014</strong></td>
<td>The <em>Department of the Prime Minister and Cabinet – Enterprise Agreement 2011-2014</em>.</td>
</tr>
<tr>
<td><strong>PS Act</strong></td>
<td><em>Public Service Act 1999</em></td>
</tr>
<tr>
<td><strong>Salary</strong></td>
<td>The employee’s annual rate of pay set in accordance with clauses 182 to 203 (as applicable) of this Agreement or an individual’s rate of pay in accordance with clause 45 of this Agreement.</td>
</tr>
<tr>
<td><strong>Secretary</strong></td>
<td>The Secretary of the Department of the Prime Minister and Cabinet.</td>
</tr>
<tr>
<td><strong>Section 24(3) Determination</strong></td>
<td>The <em>Determination under subsection 24(3)—Non-SES employees moved between APS agencies to give effect to the Administrative Arrangements Orders made by the Governor-General in Council on 18 September 2013</em>.</td>
</tr>
<tr>
<td><strong>SES</strong></td>
<td>A Senior Executive Service employee under section 34 of the PS Act.</td>
</tr>
<tr>
<td><strong>SEWPaC EA</strong></td>
<td>The <em>Department of Sustainability, Environment, Water, Population and Communities Enterprise Agreement 2011 – 2014</em>, the terms and conditions of which, immediately before the commencement of this Agreement, preserved conditions for certain employees of PM&amp;C by operation of the Section 24(3) Determination.</td>
</tr>
</tbody>
</table>
| **Standard daily hours** | Standard daily hours for APS level employees are:  
  - 7 hours and 36 minutes (for an employee covered by Part B of this Agreement); or  
  - 7 hours and 30 minutes (for an employee covered by Part C of this Agreement). |
| **Substantive** | An employee’s permanent/ongoing classification level. |
| **Work Level Standard (WLS)** | Describes the work of a particular employment group and the various work levels (classifications) within that group. |