



Enterprise Agreement

2018–2021



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Formal acceptance of the agreement

By signing this Agreement below, the employer and the bargaining representatives signify their agreement to its terms.

Signed for and on behalf of

Commonwealth of Australia, as
represented by the Digital Transformation
Agency

(Name)

(Position)

(Address)

(Date)

In the presence of

(Name)

(Date)

Signed for and on behalf of

(as bargaining representative)
Community and Public Sector Union

(Name)

(Position)

(Address)

(Date)

In the presence of

(Name)

(Date)

Section 1 – Technical matters

Title

- 1 This agreement is called the Digital Transformation Agency (DTA) Enterprise Agreement 2018-2021 (Agreement).

Parties and coverage

- 2 This Agreement is made under section 172 of the *Fair Work Act 2009* (FWA). Subject to clause 3, this Agreement covers and applies to:
 - the Chief Executive Officer (CEO) of the Digital Transformation Agency (DTA), for and on behalf of the Commonwealth of Australia as the employer;
 - DTA employees engaged under the *Public Service Act 1999* (PS Act); and
 - the Community and Public Sector Union (CPSU), if the Fair Work Commission (FWC) notes in its decision to approve the Agreement that the Agreement covers this union.
- 3 This Agreement does not cover:
 - substantive DTA Senior Executive Service (SES) employees; or
 - statutory appointees; or
 - persons whose salary is paid by another government agency or employer.

Delegations

- 4 The CEO may delegate to or authorise a person to perform any of the CEO's powers or functions under this Agreement. Details are in the *DTA People Delegations*.

Operation of the Agreement

- 5 This Agreement will commence seven (7) days after approval by the 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 Various employment provisions contained within this Agreement are administered in conjunction with DTA policies and procedures. DTA policies and procedures do not form part of this Agreement and if there is any conflict, the Agreement prevails.

Consultation relating to major change

- 8 This clause applies if:
- the DTA 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 the DTA.
- 9 The DTA will notify the relevant employees of the decision to introduce the major change.
- 10 The relevant employees may appoint a representative for the purposes of the procedures in clauses 8 to 17.
- 11 If:
- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - the employee or employees advise the DTA of the identity of the representative, the DTA will recognise the representative.
- 12 As soon as practicable after making its decision, the DTA will discuss with the relevant employees:

- the introduction of the change;
 - the effect the change is likely to have on the employees; and
 - measures the DTA is taking to avert or mitigate any adverse effect of the change on the employees.
- 13 For the purposes of the discussion the DTA will provide, in writing, to the relevant employees:
- all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the employees; and
 - any other matters likely to affect the employees.
- 14 The DTA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 15 The DTA will give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 16 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the DTA, the requirements set out in clauses 8 to 17 are taken not to apply.
- 17 In this term, a major change is likely to have a significant effect on employees if it results in:
- the termination of the employment of employees; or
 - major change to the composition, operation or size of the DTA's workforce or to the skills required of employees; or
 - the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - the alteration of hours of work; or
 - the need to retrain employees; or
 - the need to relocate employees to another workplace; or

- the restructuring of jobs.

18 In this term, relevant employee means the employees who may be affected by the major change referred to in clauses 8 to 17.

Consultation regarding change to regular roster or ordinary hours of work

19 If the CEO (delegate) proposes to introduce a change to the regular roster or ordinary hours of work of employees, the CEO (delegate) will notify the relevant employees of the proposed change.

20 The relevant employees may appoint a representative for the purposes of the procedures in clauses 19 to 26.

21 If:

- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- the employee or employees advise the DTA of the identity of the representative, the DTA will recognise the representative.

22 As soon as practicable after proposing to introduce the change, the DTA will discuss the introduction of the change with the relevant employees.

23 For the purposes of the discussion, the DTA will provide to the relevant employees:

- all relevant information about the change including the nature of the change;
- information about what the DTA reasonably believes will be the effects of the change on the employees; and
- information about any other matter that the DTA reasonably believes is likely to affect the employees.

24 As soon as practicable after proposing to introduce the change, the DTA 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).

- 25 The DTA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 26 The DTA will give prompt and genuine consideration to the matters raised about the change by the relevant employees.
- 27 In this term, 'relevant employees' means the employees who may be affected by the change referred to in clauses 19 to 26.

General staff consultation

- 28 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 8 to 27 of this Agreement.
- 29 The DTA will establish a Consultative Committee as the key mechanism for general staff consultation between management and elected employee representatives.
- 30 The role and composition of the Consultative Committee will be detailed in the Consultative Committee Terms of Reference, as determined appropriate by the DTA.
- 31 The Consultative Committee will be consulted on the development or review of DTA policies and other documents, determined as appropriate by the DTA, relating to entitlements covered by this Agreement.
- 32 Prior to a policy being amended or introduced, the DTA will make the policy available to employees for comment and feedback for a period of at least two (2) weeks.
- 33 The DTA will take into account any comments or feedback received in relation to the proposed changes prior to the policy, procedure or guideline being finalised.

Freedom of association and employee representation

- 34 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.
- 35 Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of this Agreement and relevant legislation.

Dispute resolution

- 36 If a dispute relates to:
- a matter arising under this Agreement; or
 - the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 37 The DTA or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.
- 38 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.
- 39 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission (FWC).
- 40 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 Act.

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 Fair Work Act 2009 (FWA). Therefore, an appeal may be made against the decision.

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

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

42 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

Flexibility arrangements

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

- the Agreement deals with one (1) or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - remuneration;
 - leave; and
- the arrangement meets the genuine needs of the DTA and the employee in relation to one (1) or more of the matters mentioned in this clause; and
- the arrangement is genuinely agreed to by the DTA and the employee.

44 The DTA will ensure that the terms of the individual flexibility arrangement:

- are about permitted matters under section 172 of the FWA; and
- 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.

- 45 The DTA will ensure that the individual flexibility arrangement:
- is in writing; and
 - includes the name of the DTA and the employee; and
 - is signed by the DTA 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; and
 - how the arrangement will vary the effect of the terms; and
 - how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 46 The DTA will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 47 The DTA or the employee may terminate the individual flexibility arrangement:
- by giving no more than 28 days written notice to the other party to the arrangement; or
 - if the DTA and the employee agree in writing — at any time.

Section 2 – Performance and capability

Performance management

- 48 All DTA employees are required to actively participate in the performance management process throughout each performance cycle. The *Performance Management Policy* provides managers and employees with guidance on discussing and establishing individual performance expectations that align with the DTA's goals and objectives.
- 49 Where underperformance is identified, the DTA will work with the employee and their manager to assist the employee in attaining and sustaining the required standard of performance. If the employee does not attain the required standard of performance the DTA may undertake the process for the management of underperformance identified in the *Performance Management Policy*.

Capability development

- 50 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 the DTA.
- 51 The DTA is committed to continued learning and the ongoing development of our employees.
- 52 Employees will be encouraged to undertake learning and development opportunities, as deemed appropriate by the DTA, to build their skills and capability in order to contribute to the success of the DTA.

Assistance for employees undertaking study

- 53 Employees who undertake and successfully complete accredited study relevant to the work of the DTA and/or the broader APS may be eligible for study assistance, as determined appropriate by the DTA, in the form of financial assistance up to a maximum of \$5,000 per annum and study leave.
- 54 Further details on study assistance are available in the *Study Assistance Policy*.

Section 3 – Working arrangements

Hours of work

- 55 Ordinary hours of work for full-time employees is 37 hours and 30 minutes per week. This equates to a standard day of 7 hours and 30 minutes with the employee's ordinary hours of work averaged over a period of four (4) weeks.
- 56 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 CEO (delegate).
- 57 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.
- 58 An employee at or below the APS6 level or equivalent must record their attendance on the DTA's timekeeping system.
- 59 Employees will not normally be required to work for more than ten (10) hours on any one (1) day or work more than five (5) consecutive hours without taking a break of at least 30 minutes.
- 60 Standard attendance hours are 7 hours and 30 minutes from 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday. 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.
- 61 Where an employee is directed to work outside their agreed bandwidth, the employee will be entitled to a nine (9) hour break including travelling time before commencing work again. If the break occurs during the employee's

ordinary hours, the employee will receive their ordinary base salary rate during that period.

- 62 Where the DTA determines that a break is not possible due to operational requirements, the employee will be paid double time for the next period of work until a nine (9) hour break is taken.

Flexible working arrangements

- 63 Employees may request flexible working arrangements such as:

- working from home;
- working from another location;
- part-time or job sharing; and/or
- compressed hours;

to enable them to balance their work and personal lives.

- 64 Consistent with the DTA's commitment to provide a workplace that supports and promotes flexible work arrangements, the CEO (delegate) will consider each request on a case-by-case basis. Requests will be considered in light of the employee's personal circumstances and operational requirements, and consistent with section 65 of the *Fair Work Act 2009*.

- 65 Further details are available in the *Working Arrangements Policy*.

Unauthorised absence

- 66 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.

67 If an employee is unexpectedly unable to attend work, the employee or their representative should make a reasonable effort to notify the relevant manager before 9:30am.

APS level employees: flextime (flex) and overtime

68 Employees at or below the APS6 level or equivalent must complete a timesheet in the DTA's timekeeping system.

69 APS level employees, including part-time employees, may access flex. When an employee is requested to work more than their ordinary hours within their agreed bandwidth, they will accumulate a flex credit, and when an employee works less than their ordinary hours within their agreed bandwidth, they will incur a flex debit.

70 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).

71 An employee may carry a maximum of 37 hours and 30 minutes flex credit or 7 hours and 30 minutes flex debit into the next settlement period; a settlement period is a four (4) week period.

72 An APS level employee who is required, at the request of the CEO (delegate), to undertake duties beyond their ordinary hours, outside of the agreed bandwidth will be eligible to receive overtime in accordance with clauses 152 to 156.

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

73 The CEO (delegate) may agree to an Executive Level employee working flexible hours subject to operational requirements. Where possible, the CEO (delegate) will take into account the individual needs of the employee in determining such arrangements.

- 74 Where an Executive Level employee undertakes considerable additional productive effort, which involves working in excess of ordinary hours for sustained periods, the CEO (delegate) will consult with the employee and determine arrangements for fair and reasonable time off in lieu (TOIL) to recognise the additional effort.
- 75 Time off in lieu should be taken as soon as practicable after hours worked, subject to operational requirements.
- 76 Executive Level employees are not eligible for overtime payments except in exceptional circumstances as determined by the CEO (delegate).

Part-time employment and job sharing

- 77 A part-time employee is an individual whose ordinary hours of work are fewer than 150 hours over a four (4) week period. Employees who job share will be classified as part-time. All part-time and job sharing work arrangements will be subject to agreement by all parties. Part-time and job share arrangements will be approved for a maximum period of 12 months, and may be extended by agreement of all parties to the part-time/job share arrangement.
- 78 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.
- 79 All requests for part-time and job sharing arrangements will be considered by the CEO (delegate) on a case-by-case basis and in light of operational requirements.
- 80 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.

- 81 An APS level part-time employee who at the request of the CEO (delegate) undertakes additional hours on a day they are scheduled to attend for work will:
- accrue flex for the additional hours within the bandwidth; and
 - be paid overtime at the applicable rate for the additional hours outside the bandwidth and in excess of their ordinary part-time hours on that day.
- 82 Where a part-time employee who at the request of the CEO (delegate) agrees to attend for work on a day the employee is not otherwise scheduled to work, the employee:
- will be paid for the additional hours within the bandwidth at their base salary rate; and
 - will be paid overtime at the applicable rate for the additional hours worked outside the bandwidth for APS level employees;
 - should discuss TOIL arrangements in accordance with clauses 73 to 76 for EL employees.
- 83 A part-time employee may revert to full-time at any time if the CEO (delegate) agrees and full-time work is available.

Casual employees

- 84 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;
 - cannot access any paid leave, except long service leave; and
 - can have their employment ceased without notice.

Public holidays

- 85 An employee will be entitled to the employee's base salary for their ordinary hours of work on a day or part-day identified as a public holiday under Section 115 of the FWA.
- 86 An employee's base location for work purposes is the DTA office location to which their role is attached. Where an employee has been required by the DTA to work from a different office location on an ongoing basis, the new location will be the employee's base location for work purposes.
- 87 Where an employee has entered into a flexible working arrangement that enables the employee, at their request, to work from a location other than a DTA location (e.g. working from home), the employee's base location for work purposes will be the DTA location.
- 88 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 85, then the substituted day or part day is the public holiday.
- 89 An employee and the CEO (delegate) may agree to substitute any public holiday referred to in clause 85 for a cultural or religious day of significance to the employee.
- 90 An employee may refuse on reasonable grounds a request to work on a public holiday.
- 91 Where an employee is on paid personal/carer's or annual leave at full or half pay on one or both sides of the public holiday, payment for the public holiday will be made at the employee's full rate of pay.
- 92 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 would 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).

Christmas close down

- 93 The DTA 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.
- 94 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.
- 95 APS level employees, excluding rostered employees, who are required to work on an ordinary working day between Christmas Day and New Year's Day, will receive payment at double time for all hours worked on that day.
- 96 Rostered employees and Executive Level employees required to work on any day between Christmas and New Year's Day will be entitled to payment at single time for that day and a day off in lieu.

Section 4 – Classification and remuneration

Rates of Pay

- 97 Employees covered by this Agreement will be paid in accordance with the applicable classification and salary structure set out in Attachment A.
- 98 The salary of eligible employees will increase by:
- a. 3 per cent on commencement of this Agreement;
 - b. 2 per cent 12 months from the date of commencement of this Agreement; and
 - c. 1 per cent 24 months from the date of commencement of this Agreement.
- 99 For the purposes of clause 98, the following persons are “eligible employees”:
- a. an employee who has a substantive salary that is at or below the maximum pay point for their substantive classification; or
 - b. an employee who, on commencement of this Agreement, is employed in the DTA and has a substantive salary exceeding the maximum pay point for their substantive classification under this Agreement.
- 100 The following allowances will be increased at the times and by the percentages referred to in clause 98 b. and c.:
- Corporate Citizen Allowance;
 - Language Proficiency Allowance; and
 - DTA Liaison Officer Allowance.

Payment of salary

- 101 Employees will be paid fortnightly by electronic funds transfer into a financial institution account of the employee's choice.
- 102 The fortnightly rate of pay is calculated using the following formula: annual rate of pay multiplied by 12 and divided by 313.

Salary on engagement, promotion or movement

- 103 A person who is new to the APS or an existing APS employee who is promoted to a job in the DTA will be paid at the minimum pay point for the relevant classification unless the CEO (delegate) approves payment of a higher salary based on experience, qualifications and skills.
- 104 Unless the CEO (delegate) determines otherwise, an existing APS employee moving to the DTA at the same classification whose current salary exceeds the maximum pay point for that classification will have their salary maintained until it comes in line with the maximum pay point for the relevant classification level.
- 105 Unless the CEO (delegate) determines otherwise, an existing APS employee moving to the DTA whose current base salary falls between two (2) of the pay points for their substantive classification will have their base salary maintained.

Salary on reduction

- 106 An employee's classification may be reduced at the employee's request or if the CEO (delegate) directs, in accordance with the circumstances provided for in section 23 of the PS Act.
- 107 If an employee requests in writing, or is directed to perform work at a lower classification level temporarily or permanently, the CEO (delegate) will determine the employee's salary rate at the lower classification level in accordance with Attachment A. The determination will reflect the

employee's experience, qualifications and skills and the circumstances under which the reduction occurred.

Salary advancement

- 108 On 1 July each year of this Agreement, an ongoing employee (excluding Graduates, Cadets, APS Trainees) who has a salary that is on a pay point below the maximum pay point of their substantive classification will receive salary advancement to the next available pay point.
- 109 On 1 July each year of this Agreement, an ongoing employee (excluding Graduates, Cadets, APS Trainees) who has a substantive base salary that is below the maximum pay point, but not aligned to a pay point for their classification in Attachment A, will receive salary advancement to an equivalent point between the next two (2) pay points. Where two (2) further pay points are not available the employee will advance to the maximum pay point for their classification.
- 110 An employee will only be eligible for salary advancement under clauses 108 and 109 if the employee:
- has in place a performance agreement, approved by the CEO (delegate); and
 - has been at his or her current substantive base salary for at least 6 months; and
 - received a rating of 'meeting requirements' in the performance cycle ending 30 June.

Graduates

- 111 The DTA may run a graduate program each year.
- 112 DTA graduates will be engaged as ongoing Graduate APS employees under schedule 2 of the *Public Service Classification Rules 2000*

(Classification Rules), and paid at the minimum pay point of the APS3 salary range in the Graduate APS Broadband at Attachment B.

- 113 On successful completion of their training program, DTA graduates will be advanced under the Graduate APS Broadband and placed at the maximum pay point of the APS4 salary range in accordance with the Base Salary Structure at Attachment A, subject to the CEO (delegate) determining that sufficient work is available at the APS4 classification and the employee has:
- met probation requirements; and
 - achieved a performance rating of 'meeting requirements'; and
 - demonstrated skills and capability at the higher classification.
- 114 Graduates will not be eligible for higher duties allowance during the course of the training program.

Cadets

- 115 Cadets, including Indigenous cadets, will be engaged as Cadet APS employees under schedule 2 of the Classification Rules and will be remunerated at the rate applicable to the minimum pay point of the APS1 or APS2 in the Entry Level Base Salary Structure at Attachment B. Cadets will receive their ordinary base salary rate when attending the DTA for practical training and 57 per cent of this rate when in full-time study.
- 116 Cadets will undertake a course of training as determined by the CEO (delegate).
- 117 On successfully completing their training, Cadets will be progressed to the APS3 classification at the minimum pay point of the APS3 Base Salary Structure at Attachment A.

Trainees

- 118 A Trainee APS employee will be engaged as either a Trainee APS (Administrative) or Trainee APS (Technical) under schedule 2 of the

Classification Rules. Trainee APS employees will be remunerated at the rate applicable to the minimum pay point of the APS1 in the Entry Level Base Salary Structure at Attachment B.

- 119 A Trainee will undertake a course of training determined by the CEO (delegate) and be paid a percentage of their ordinary base salary rate, having regard to the average proportion of time spent in approved training.
- 120 Upon successful completion of the training requirements, a Trainee APS (Administrative) will be allocated an APS1 operational classification and paid at the minimum point of the APS1 in the Base Salary Structure at Attachment A.
- 121 Upon successful completion of the training requirements, a Trainee APS (Technical) will be allocated an APS3 operational classification and paid at the minimum point of the APS3 in the Base Salary Structure at Attachment A.

Casual employees

- 122 Employees engaged on a casual basis will receive a 25 percent loading in lieu of paid leave (excluding long service leave) and public holidays, in addition to their hourly rate of salary.
- 123 Casual employees will be eligible for overtime under clause 154 if the employee:
- is not performing duties as a rostered employee; and
 - undertakes duty outside of bandwidth hours; and
 - has worked a minimum of 7 hours and 30 minutes.
- 124 A casual employee who is scheduled to work on a day that falls on a public holiday, as identified in clause 85 of this Agreement, and is not required to perform duties on that day will receive payment for that day at their base salary plus casual loading under clause 122.

Penalty rates for rostered employees (shift workers)

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

Rostered time of ordinary duty	Penalty rate
Ordinary duty performed on Saturday	50% 25% when on annual leave
Ordinary duty performed on Sunday (refer clause 126)	100% 50% when on annual leave
Ordinary duty performed on a public holiday (refer clause 126) <i>When rostered on (see clause 126 for payment to employees who are rostered off)</i>	150%

126 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.

127 Penalty rates are not payable during periods of leave except for annual leave.

128 A rostered employee will not be paid penalty rates for public holidays occurring while the employee is on a period of annual leave.

129 A rostered employee who is rostered off on a public holiday will be paid their base salary for the ordinary hours the employee would otherwise have been rostered to work on that day.

Supported wage system

130 Supported wage rates apply to an employee with a disability who is eligible for consideration under the Supported Wage System (SWS). Refer to Attachment C for further details and SWS rates.

Superannuation

- 131 The DTA will make compulsory employer superannuation contributions as required by the applicable legislation and fund requirements on the basis of fortnightly contribution salary.
- 132 The DTA will limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer.
- 133 Where an employee elects to have employer contributions paid to an accumulation superannuation fund (other than PSSap) the employer contribution will be the higher of the superannuation guarantee or the rate applicable to the DTA's default fund.
- 134 Employer superannuation contributions will not be paid during periods of unpaid leave that does not count as service, unless otherwise required by law.
- 135 Employer contributions to superannuation will not be reduced by any other contributions to superannuation made by the employee through salary sacrifice arrangements.

Section 5 – Allowances and reimbursements

Higher Duties Allowance

- 136 Where the CEO (delegate) has assigned duties to an employee at a higher non-SES classification level for a period of 10 consecutive working days (inclusive of public holidays) or more the employee will be paid higher duties allowance (HDA) equal to the difference between the employee's current base salary and the minimum pay point of the higher classification, or a higher salary level, as determined by the CEO (delegate).
- 137 Where the CEO (delegate) has assigned duties to an employee at a higher level in an SES position for a period of 10 consecutive working days or more the employee will be remunerated at a salary level determined by the CEO (delegate).

Corporate citizen allowance

- 138 An employee appointed to the role of first aid officer (FAO), emergency warden (EW) or health and safety representative (HSR) by the CEO (delegate) will receive an allowance of \$25.26 per fortnight.
- 139 An employee will only be formally appointed to one of the roles referred to in clause 15 if they have undertaken any mandatory training and obtained any required qualifications for the relevant role.
- 140 Where an employee holds two (2) or more of these roles simultaneously, the employee will only receive one (1) allowance.
- 141 The allowance will not be payable during any periods of unpaid leave or paid leave in excess of 20 working days, in accordance with Attachment D.
- 142 This allowance will be increased in accordance with the increases provided in clause 98, subject to clause 100.

DTA liaison officer (DLO)

- 143 DTA liaison officers will receive an annual allowance of \$17,956 paid in fortnightly instalments, from the commencement of this Agreement.
- 144 This allowance will be increased in accordance with the increase provided in clause 98, subject to clause 100.

Restriction allowance

- 145 The CEO (delegate) may approve the provision of a restriction allowance to an employee or group of employees who have been directed to be contactable and available (on-call) to be recalled to duty outside their agreed bandwidth.
- 146 The restriction allowance will be \$382.32 per week. 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 restriction allowance for each 24-hour period from the commencement of restriction. If an employee is required to cease restriction prior to the end of a 24-hour period the employee will receive an hourly pro-rata amount based on the actual hours restricted.
- 147 An employee can only be required to be on call for a maximum of 14 days in any 28-day period.
- 148 If an APS level employee is on call and is recalled to duty at a place of work, the employee will be paid overtime at the applicable rate/s in clause 154, with a minimum payment of three (3) hours. A minimum payment of one (1) hour will apply if the employee is not recalled to physically attend a place of work.
- 149 An employee on restriction who is recalled to duty will not receive restriction allowance for any hours worked but instead will receive the overtime amount referred to in clause 153.

- 150 Executive Level employees may, in certain circumstances, be eligible for payment of a restriction allowance, as determined by the CEO (delegate).
- 151 If an Executive Level employee is recalled to work, they will receive access to TOIL or in exceptional circumstances the CEO (delegate) may approve the payment of overtime.

Overtime

- 152 An APS level employee, including a part-time employee, who is required at the request of the CEO (delegate) to undertake overtime will be eligible to receive an overtime payment, in accordance with clause 154.
- 153 Overtime for:
- a. employees other than rostered employees is:
 - any hours worked in excess of their ordinary hours that fall outside their agreed bandwidth; or
 - any hours performed on a weekend (Saturday or Sunday), subject to clause 156; or
 - any hours performed on a public holiday.
 - b. rostered employees is:
 - any hours worked outside their normal rostered ordinary hours of duty on a day; or
 - in excess of their weekly ordinary hours, or an average of their weekly ordinary hours over a cycle of shifts.
- 154 Overtime will be paid on the following basis:
- a. Where the overtime rate payable to a rostered employee is less than the shift penalty rate that would otherwise be payable in accordance with clauses 125 to 129 for the hours worked, the higher shift penalty rate will apply for those hours;

- b. Monday to Friday – time and a half for each hour worked outside the agreed bandwidth and in excess of the employee's ordinary hours;
- c. Saturday – time and a half, subject to clause 156;
- d. Sunday – double time, subject to clause 156;
- e. Public Holiday – double time (inclusive of the employee's base salary for the day), except for an employee whose base location for work purposes is South Australia (SA) and it is a public holiday solely because it is a Sunday, under the *Holidays Act 1910 (SA)*.

155 The minimum payment for overtime is one (1) hour. Overtime worked in excess of one (1) hour will be rounded up to the nearest 15 minute increment.

156 Clause 154 c and d will not apply to an employee who has agreed to a bandwidth that includes work on a weekend as part of their ordinary hours.

157 Overtime will be recognised by overtime payments unless prior agreement has been reached between the CEO (delegate) and the employee for time off in lieu to apply. Details regarding time off in lieu are contained in the *Working Arrangements Policy*.

Recall to duty

- 158 Where an APS level employee is recalled to physically attend duty at a workplace and:
- prior notice has not been given before the employee ceases ordinary duty;
 - the duty is to be undertaken outside the employee's ordinary hours;
 - the duty is unable to be undertaken during the employee's ordinary hours and is due to an emergency situation,

the employee will be entitled to be paid double time for the actual hours of attendance at work plus reasonable travel time, with a minimum payment of two (2) hours.

- 159 Clause 152 and 158 do not apply to Executive Level employees, unless the CEO (delegate) determines that there are exceptional circumstances that would warrant payment.

Meal Allowance

- 160 Where the DTA requires an employee to:

- work outside the bandwidth; and
- for a period continuous with their ordinary hours; and/or
- on weekends; and
- without prior notice; and
- over a meal period,

the employee will be entitled to a meal allowance at the rate applicable to the Australian Taxation Office (ATO) reasonable limit for overtime meal allowance, as amended from time to time.

- 161 For the purposes of clause 160, a meal period means:

- 7:00am – 9:00am;
- 12:00pm – 2:00pm;
- 6:00pm – 7:00pm; and
- 12:00am – 1:00am.

Language proficiency assistance

- 162 Where the CEO (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 mandatory requirement of their role, the DTA will pay the employee an allowance of \$1,640 per annum.

- 163 This allowance will be increased in accordance with the increases provided in clause 98, subject to clause 100.

Travel

- 164 Where the DTA requests an employee to undertake official travel, the DTA will cover the reasonable costs of the travel. Details are in the *Travel Policy*.

Relocation Assistance

- 165 The DTA may provide relocation assistance to an employee required to relocate to undertake work for the DTA. Details are in the *Relocation Policy*.

Section 6 – Leave

Transfer of accrued leave (portability)

- 166 If an employee joins the DTA (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, the employee's unused 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.
- 167 Any recognised leave excludes any accrued leave paid out on separation from the previous employer.
- 168 Use of these accrued leave credits and future entitlements is in accordance with this Agreement.

Annual leave

- 169 A full-time employee is entitled to 20 days' paid annual leave for each full year of service.
- 170 Annual leave:
- accrues daily and is credited fortnightly;
 - accrues on a pro-rata basis for part-time employees; and
 - counts as service for all purposes.
- 171 An employee with an accrued annual leave credit of 40 days or less may take some or all of their annual leave at half pay. The deduction from leave credits will be at half of the period of leave granted. A minimum of two (2) consecutive working days must be taken when accessing half pay annual leave.

- 172 All DTA employees are strongly encouraged to take a minimum of ten (10) days' annual leave per year to ensure they have an appropriate break from the workplace.
- 173 An employee with an annual leave balance of greater than 40 days may elect to cash out some or all of their annual leave down to a minimum balance of 20 days.
- 174 Where an employee elects to cash out annual leave in accordance with clause 173, they must cash out a minimum of five (5) days per occasion and make the request in writing.
- 175 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.
- 176 An employee may only elect to cash out annual leave if they have taken at least ten (10) days annual leave in the preceding 12 months.
- 177 An employee regularly rostered to perform ordinary duties outside of the 7:00am to 7:00pm bandwidth on Monday to Friday, and on at least one (1) day on Saturday or Sunday, for an ongoing or fixed period will be considered to be a rostered employee. Rostered employees will receive one (1) additional week of paid annual leave per year.

Personal/carer's leave

- 178 Ongoing employees are entitled to 18 days of paid personal/carer's leave per year of service, credited in advance on the employee's date of commencement with the DTA and each year thereafter on the anniversary of the employee's date of commencement with the DTA.
- 179 If an employee joins the DTA from an employer staffed under the:
- PS Act;
 - *Parliamentary Service Act 1999*; or
 - ACT Government Service,

their entitlement to 18 days of paid personal/carer's leave on commencement with the DTA will be adjusted by the amount of paid personal/carer's leave credited to them in advance by their former employer that relates to a period that is now covered by their employment with the DTA.

180 Non-ongoing employees (other than casual employees) will progressively accrue personal/carer's leave credits on the basis of one (1) day for every completed month of service. If a non-ongoing employee continues to be employed on a non-ongoing basis after 12 months, they will be credited with an additional six (6) days personal/carer's leave.

181 Personal/carer's leave accrues on a pro-rata basis for part-time employees.

182 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.

183 The CEO (delegate) may approve, on a case-by-case basis, an employee accessing personal/carer's leave for exceptional circumstances, not covered by clause 182.

184 An employee cannot be granted access to personal/carer's leave for exceptional circumstances under clause 183, where the granting of such leave would result in the employee not having access to a minimum of 10 days personal/carer's leave per year for circumstances prescribed in clause 182.

185 If an employee takes more than 30 days leave that does not count as service within a 12 month period, the date of the next personal/carer's leave credit will be deferred by that number of days.

- 186 Unless the CEO (delegate) determines otherwise, 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 CEO (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; or
 - for any absence taken in excess of five (5) days (pro-rata for part-time employees) paid personal/carer's leave without supporting evidence per calendar year; or
 - if the employee has been advised by the CEO (delegate) that they are required to provide evidence for any and all future personal/carer's leave absences due to the employee's pattern of leave; or
 - if the CEO (delegate) has reason to believe that the employee's absence is not consistent with the appropriate use of personal/carer's leave.
- 187 Employees (including casual employees) are entitled to two (2) days' unpaid carer's leave in accordance with the FWA.
- 188 An employee cannot take unpaid carer's leave if the employee could instead take paid personal/carer's leave.

Compassionate and bereavement leave

- 189 An employee (other than a casual employee) is entitled to paid compassionate leave of three (3) days on each occasion:
- a. 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; or
 - b. the death of a member of the employee's immediate family or household.

- 190 Casual employees are entitled to three (3) days of unpaid compassionate leave for each occasion:
- a. 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; or
 - b. of the death of a member of the employee's immediately family or household.

Aboriginal and Torres Strait Islander ceremonial leave

- 191 An employee of Aboriginal or Torres Strait Islander descent may be granted up to ten (10) days unpaid ceremonial leave in each two (2) year period for ceremonial purposes:
- connected with the death of a family member of the employee's immediate family or extended family;
 - obliged under Aboriginal or Torres Strait Islander law; or
 - to participate in NAIDOC week activities.
- 192 The CEO (delegate) may grant up to two (2) days of the leave referred to in clause 191 being paid leave.

Long service leave

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

- 196 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.
- 197 Long service leave is not to be broken by other forms of leave, unless required by legislation.

Defence reserve leave

- 198 The CEO (delegate) may grant an employee leave, with or without pay, to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Service (CFTS) or Cadet Force obligations.
- 199 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.
- 200 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.
- 201 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.
- 202 Employees are not required to pay their tax free ADF Reserve salary to the DTA in any circumstances.
- 203 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.

Purchased leave

204 Employees may apply to purchase up to eight (8) weeks additional leave per financial year.

Miscellaneous leave

205 Miscellaneous leave may be granted with or without pay for a purpose not provided for elsewhere in this Agreement.

206 Unless otherwise determined by the CEO (delegate):

- a period of miscellaneous leave with pay will count as service for any purpose; and
- a period of miscellaneous leave without pay of greater than 30 days will not count as service for any purpose, unless otherwise required by legislation.

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

208 Unless the CEO (delegate) determines otherwise, miscellaneous leave without pay will not be granted until all forms of appropriate paid leave are exhausted (i.e. miscellaneous leave will only be approved where another form of leave is not available).

Community Service leave

- 209 An employee who engages in eligible community service activity is entitled to be absent from the workplace in accordance with sections 108 and 109 of the FWA, if the period of absence consists of one or more of the following:
- engagement in the activity;
 - reasonable travelling time associated with the activity; and
 - reasonable rest time immediately following the activity.

Parental Leave

- 210 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.
- 211 Upon request from the employee, the CEO (delegate) may grant 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, in accordance with Div 5 of Part 2-2 of the FWA.

Maternity Leave

- 212 Where an employee is entitled to 52 weeks of unpaid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act), the lesser of the first 12 weeks of that leave or the actual period of leave will count as service for all purposes.
- 213 An employee who is entitled to up to 12 weeks paid maternity leave under the ML Act is entitled to an additional six (6) weeks paid maternity leave under this Agreement.
- 214 Where an employee is entitled to paid maternity leave in accordance with clause 212, the first 18 weeks of leave, or the actual period of leave taken, whichever is the lesser, will count as service for all purposes.

215 Where an employee elects to have the payment for this leave spread over a maximum of 36 weeks at no less than half of the employee's ordinary base salary rate, a maximum of 18 weeks of the leave will count as service.

216 An employee returning to duty from maternity leave will, on application by the employee, be given access to part-time work arrangements.

Other Parental Leave

217 An employee with 12 months continuous service in the APS who:

- a. is the parent of a child or the partner of the parent of a newly born child; or
- b. is the adoptive parent of a newly-adopted child under 16 years at the date of placement; or
- c. 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;

and is the primary caregiver of the child, is entitled to up to 18 weeks paid leave commencing from the date of birth or placement of the child.

218 Clause 217 b. and c. only applies if the child has not, or will not have lived continuously with the employee for a period of six (6) months or more, as at the day or expected day of placement and is not a child of the employee's spouse or partner.

219 An employee may elect to have the payment for this leave spread over a maximum of 36 weeks commencing from the date of birth or placement of the child at no less than half of the employee's ordinary base salary rate, a maximum of 18 weeks of the leave will count as service.

220 Where an employee is entitled to Other Parental Leave, with pay, in accordance with this clause, the first 18 weeks of the leave, or the actual

period of leave taken, whichever is the lesser, will count as service for all purposes.

Supporting Partner Leave

- 221 An employee with at least 12 months continuous service in the APS is entitled to supporting partner leave where:
- the employee or the employee's partner is the parent of a newly born child;
 - the employee or the employee's partner is the adoptive parent of a newly-adopted child under 16 years at the date of placement; or
 - 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,
- and is not the primary caregiver to a dependent child.
- 222 An employee is entitled to absent themselves from the workplace on paid supporting partner leave for a maximum period of four (4) weeks. Supporting partner leave must be taken as whole days and within the first six (6) months immediately following the birth or placement of the dependent child.
- 223 An employee will not receive payment for supporting partner leave if they have received payment for a period of paid Maternity Leave or Other Parental Leave relating to the birth or placement of the child.
- 224 An employee with 12 months continuous service in the APS who becomes the primary caregiver of a dependent child following a period of supporting partner leave is entitled to a maximum of 12 months unpaid leave (not to count as service) from the date of birth or placement of the dependent child. The maximum period of 12 months is inclusive of any leave taken under clause 222.

Section 7 – Workforce management

Probation

- 225 A newly appointed ongoing APS employee will be required to undertake a probationary period up to six (6) months service from the date of commencement of employment with the DTA.

Resignation by employee

- 226 An employee may resign from employment at any time by giving a minimum of 10 working days notice in writing to the CEO (delegate).

Termination of employment by the DTA

- 227 The CEO (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

- 228 Prior to ceasing, employees will be advised of any outstanding monies owed by them to the DTA.
- 229 At the time of cessation, employees covered by this agreement authorise the DTA to deduct any outstanding monies owed to the DTA from the employee's final entitlements.

Management of excess employees

- 230 Clauses 231 to 269 below will apply to any DTA employee who is excess to the requirements of the DTA, other than non-ongoing employees or employees on probation.

Workplace support for excess employees

231 An excess employee may request assistance in meeting the cost of reasonable travel and incidental expenses, incurred in seeking alternative employment, where the prospective employer does not meet these costs.

Consultation process

232 Where the CEO (delegate) becomes aware that an employee is potentially excess, the CEO (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.

233 Within 30 calendar days of the notification in clause 232, the CEO (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 retrenchment, redeployment or re-assignment of duties may be appropriate.

Invitation to other employees to express interest in voluntary retrenchment (VR)

234 The CEO (delegate) may, prior to the conclusion of the discussions referred to in clause 233, 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

235 Where an employee has been notified that he or she is potentially excess and the employee or their nominated representative has declined, in writing, to participate in a discussion referred to in clause 233, the CEO (delegate)

may immediately identify the employee as excess to the requirements of the DTA.

- 236 The CEO (delegate) may identify an employee as excess to the requirements of the DTA 30 days after the employee was notified that he or she is potentially excess.

Redeployment and re-assignment of duties

- 237 The CEO (delegate) will take all reasonable steps, including merit based selection, to re-assign the duties of an excess employee at the same level, within the DTA, or to assist in the movement of the employee to another APS agency.
- 238 The DTA will consider an excess employee in isolation from other applicants for an ongoing position in the DTA at or below the employee's classification level for which the employee has applied.
- 239 If necessary, employees seeking redeployment may be referred to any available whole of APS redeployment program, if redeployment is not readily available in the DTA. The DTA will meet any costs associated with this referral.
- 240 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 255.
- 241 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

242 An employee who has been advised that he or she is 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 (VR)

243 When an employee is invited to accept a VR, or has been notified in writing that he or she is potentially excess, he or she will be given information on the:

- amount of his or her 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.

244 The DTA 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

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

246 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.

247 Where an employee requests and the CEO (delegate) agrees or where the CEO (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

248 An employee who accepts a VR and whose employment is terminated by the CEO (delegate) under section 29 of the PS Act on the grounds that he/she is 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.

249 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.

250 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.

251 Service for severance pay purposes will be:

- service with the DTA;
- Government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976;
- service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
- service with the Australian Defence Forces;
- APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes;
- service in another organisation (excluding the ACT public service) where:
 - an employee was moved from the APS to that organisation with a transfer of function; or
 - an employee of that organisation is engaged in the APS as a result of the transfer of function to the APS and such service is recognised for long service leave purposes;
- ACT Public Service for persons who were compulsorily transferred to the ACT Public Service on its establishment as a separate Service on 1 July 1994 and who subsequently rejoined the APS.

252 For earlier periods of service to count there must be no breaks between the periods of service, except where:

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

253 Service that does not count for severance pay purposes is any period of service which ceased:

- by way of any of the grounds for termination specified in section 29 of the PS Act (including an additional ground prescribed in the PS Regulations); or
- on a ground equivalent to any of these grounds; or
- through a voluntary retirement at or above the minimum retiring age applicable to the employee; or
- with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit.

Severance benefit – rate of payment

254 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, or a payment for disabilities associated with the performance of duty. Inclusion of allowances for severance is subject to Attachment D.

Retention Period

- 255 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.
- 256 Where an excess employee has declined an offer of voluntary redundancy the employee will commence a retention period of:
- 13 months where an employee has 20 years of service or is over 45 years of age; or
 - seven (7) months for all other employees.
- 257 The retention period will commence on the earlier of the following:
- the day the employee is formally advised in writing by the CEO (delegate) that he or she is an excess employee; or
 - 30 days after the day on which the CEO (delegate) invites the employee to accept a VR.
- 258 If an excess employee is entitled to a redundancy payment in accordance with section 119 of the FWA the retention period in clause 256 is reduced by the number of weeks redundancy pay that the employee will be entitled to under the FWA on termination of employment.
- 259 Subject to clause 264, an excess employee will not be involuntarily terminated by the CEO (delegate) under section 29 of the PS Act until the end of the retention period less any period referred to under clause 258.
- 260 The retention period (clause 256) may be extended by any periods of paid personal/carer's leave not exceeding eight (8) weeks, which is supported by medical evidence.
- 261 Where an absence for illness purposes exceeds eight (8) weeks the CEO (delegate) may determine, on a case by case basis, if the retention period should be further extended.

- 262 During the retention period, the CEO (delegate):
- will continue to take reasonable steps to find alternative suitable employment for the excess employee; and/or
 - may, following consultation with the employee and with four (4) weeks notice, reduce the excess employee's classification as a means of securing alternative employment.
- 263 If an employee's classification is reduced during the retention period, the employee will continue to be paid at his or her previous substantive base salary, immediately prior to the reduction in classification, for the balance of the retention period.
- 264 Where the CEO (delegate) believes there is insufficient productive work available for the excess employee during the retention period, the CEO (delegate) may terminate the employee's employment under section 29 of the PS Act on the grounds that he/she is 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.
- 265 Upon termination pursuant to clause 264 the employee will be paid a lump sum comprising:
- the balance of the retention period (as shortened under clause 258) 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)

- 266 At the end of the retention period, the CEO (delegate) may under section 29 of the PS Act, terminate the employment of an excess employee who has not agreed to voluntary retrenchment and has not been permanently redeployed to an ongoing position.
- 267 An excess employee will not be made involuntarily redundant where:

- the employee has not been invited to accept an offer of VR; or
- the employee has requested a VR, but the CEO (delegate) has declined to offer a VR.

268 An excess employee will not have their employment involuntarily terminated without being given four (4) weeks notice of termination of employment (or five (5) weeks notice for an employee over 45 years of age with at least five (5) years continuous service), or payment in lieu of notice.

269 A period of notice may run concurrently with the retention period.

Attachment A – Base salary structure

Classification	Pay range	Before commencement	On commencement (3% increase)	12 months after commencement (2% increase)	24 months after commencement (1% increase)
EL 2	EL 2.5	141,849	146,104	149,027	150,517
	EL 2.4	138,872	143,038	145,899	147,358
	EL 2.3	134,630	138,669	141,442	142,857
	EL 2.2	125,819	129,594	132,185	133,507
	EL 2.1	119,665	123,255	125,720	126,977
EL 1	EL 1.3	114,347	117,777	120,133	121,334
	EL 1.2	110,894	114,221	116,505	117,670
	EL 1.1	103,151	106,246	108,370	109,454
APS 6	APS 6.5	93,587	96,395	98,323	99,306
	APS 6.4	89,283	91,961	93,801	94,739
	APS 6.3	86,937	89,545	91,336	92,249
	APS 6.2	83,695	86,206	87,930	88,809
	APS 6.1	79,686	82,077	83,718	84,555
APS 5	APS 5.4	78,745	81,107	82,729	83,557
	APS 5.3	76,308	78,597	80,169	80,971
	APS 5.2	74,301	76,530	78,061	78,841
	APS 5.1	72,265	74,433	75,922	76,681
APS 4	APS 4.4	70,054	72,156	73,599	74,335
	APS 4.3	68,212	70,258	71,664	72,380
	APS 4.2	66,505	68,500	69,870	70,569
	APS 4.1	64,819	66,764	68,099	68,780
APS 3	APS 3.4	62,479	64,353	65,640	66,297
	APS 3.3	60,835	62,660	63,913	64,552
	APS 3.2	59,300	61,079	62,301	62,924
	APS 3.1	57,830	59,565	60,756	61,364
APS 2	APS 2.5	56,361	58,052	59,213	59,805
	APS 2.4	54,877	56,523	57,654	58,230
	APS 2.3	53,541	55,147	56,250	56,813
	APS 2.2	52,185	53,751	54,826	55,374
	APS 2.1	50,849	52,374	53,422	53,956
APS 1	APS 1.4	49,633	51,122	52,144	52,666
	APS 1.3	48,328	49,778	50,773	51,281
	APS 1.2	46,419	47,812	48,768	49,255
	APS 1.1	45,197	46,553	47,484	47,959

Attachment B – Entry level base salary structure

Graduate Broadband	Pay range	Before commencement	On commencement (3% increase)	12 months after commencement (2% increase)	24 months after commencement (1% increase)
APS 4	APS 4.4	70,054	72,156	73,599	74,335
	APS 4.3	68,212	70,258	71,664	72,380
	APS 4.2	66,505	68,500	69,870	70,569
	APS 4.1	64,819	66,764	68,099	68,780
APS 3	APS 3.4	62,479	64,353	65,640	66,297
	APS 3.3	60,835	62,660	63,913	64,552
	APS 3.2	59,300	61,079	62,301	62,924
	APS 3.1	57,830	59,565	60,756	61,364

Cadet and Trainee Broadband	Pay range	Before commencement	On commencement (3% increase)	12 months after commencement (2% increase)	24 months after commencement (1% increase)
APS 3	APS 3.4	62,479	64,353	65,640	66,297
	APS 3.3	60,835	62,660	63,913	64,552
	APS 3.2	59,300	61,079	62,301	62,924
	APS 3.1	57,830	59,565	60,756	61,364
APS 2	APS 2.5	56,361	58,052	59,213	59,805
	APS 2.4	54,877	56,523	57,654	58,230
	APS 2.3	53,541	55,147	56,250	56,813
	APS 2.2	52,185	53,751	54,826	55,374
	APS 2.1	50,849	52,374	53,422	53,956
APS 1	APS 1.4	49,633	51,122	52,144	52,666
	APS 1.3	48,328	49,778	50,773	51,281
	APS 1.2	46,419	47,812	48,768	49,255
	APS 1.1	45,197	46,553	47,484	47,959

Attachment C – Supported wage schedule

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

In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time or any successor to that scheme.

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.

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

SWS wage assessment agreement means the document in the form required by the relevant Commonwealth Government department that records the employee's productive capacity and agreed wage rate.

Eligibility criteria

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

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

Supported wage rates

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

- a. Provided that the minimum amount payable must be not less than \$86 per week, or as adjusted each year by legislation.
- b. Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

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

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

Assessed capacity

Assessed capacity	% of relevant minimum wage
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Lodgement of SWS wage assessment agreement

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

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

Review of assessment

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

Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro-rata basis.

Workplace adjustment

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

Trial period

In order for an adequate assessment of the employee's capacity to be made, DTA may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.

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

The minimum amount payable to the employee during the trial period must be no less than \$86 per week, or as adjusted each year by legislation.

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

Where DTA and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of the assessment under this schedule.

Attachment D – Recognition of allowance for particular purposes

	Counts as salary for superannuation ~	Counts as salary for overtime	Payable during long service leave	Payable during annual leave	Payable during other paid leave	Reduced during periods of part-time employment	Included in salary for calculation of redundancy payment *	Included in salary for payment in lieu of termination notice *	Included in salary for payment in lieu of annual leave *	Included in salary for payment in lieu of long service leave *
Corporate citizen allowance ^	Yes	No	Yes	Yes	Yes	Yes	No	Yes	No	No
Dta liaison officer allowance	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Higher duties allowance	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Restriction allowance	No	No	No	No	No	No	No	No	No	No

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

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

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

Attachment E – Key terms

Active service

Where an employee is attending work and undertaking duties, i.e. not on a period of leave

Agreement

The Digital Transformation Agency (DTA) Enterprise Agreement 2018-2021

APS

Australian Public Service

APS employee

Refers to an employee employed under the PS Act and has the same meaning as that contained within the PS Act

Bandwidth

The default span of hours (bandwidth) during which an employee may work their ordinary hours is 7.00am to 7.00pm Monday to Friday

Base location

An employee's base location for work purposes is the DTA office location to which their role is attached

Base salary

The rate of pay payable to the employee for his or her ordinary hours of work, but not including any of the following:

- incentive-based payments and bonuses;
- loadings;
- monetary allowances;
- overtime or penalty rates; and
- any other separately identifiable amounts.

CEO

The Chief Executive Officer of the DTA

Defacto Partner

The defacto partner of an employee means:

- 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; and
- includes a former defacto partner of the employee.

Delegate

An employee occupying a role to which the CEO has delegated his/her powers under the *Public Service Act 1999*. These delegations are enacted in the *DTA People Delegations*.

Dependant

In relation to an employee means:

- an employee's spouse; or
- an employee's partner who stands in a bona fide domestic relationship with the employee; or
- a child or parent of the employee, or of the 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;
- where referring to 'dependant' or 'dependent'.

DTA

The Digital Transformation Agency

Employee

An individual employed by the DTA under the PS Act and:

- is paid by the DTA through the payroll system;
- whose employment is covered by this Agreement, whether he or she is an ongoing or non-ongoing employee, or is employed on a full-time, part-time or casual basis.

Excess Employee

An employee who is excess to the requirements of the DTA if the CEO (delegate) determines:

- the employee is included in a class of employees employed by the DTA, and there are more employees in the class than is necessary for the efficient and economical working of the DTA;
- 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 the DTA; 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.

Family

Family or immediate family means:

- a spouse/former spouse or defacto partner of the employee

- a child (including an adopted child, step child, foster child or an ex-nuptial child)
- 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 defacto partner
- a parent, grandparent, grandchild or sibling of a spouse or defacto partner of the employee
- a member of the employee's household
- 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 defacto partner.

Non-ongoing employee

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.

Ongoing employee

Ongoing employment as defined by the PS Act.

Ordinary hours

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.

Parliamentary Service

Parliamentary Services Act 1999

Permanent care order

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).

PS Act

Public Service Act 1999

Rostered employee

An employee regularly rostered to perform ordinary duties outside of the 7:00am to 7:00pm bandwidth on Monday to Friday, and on at least one (1) day on Saturday or Sunday, for an ongoing or fixed period will be considered to be a rostered employee.

Salary

The employee's annual rate of pay set in accordance with Attachment A or B of this Agreement or an individual's rate of pay in accordance with clause 43 of this Agreement.

SES

A Senior Executive Service employee under section 34 of the PS Act.

Standard hours

Standard attendance hours are 7 hours and 30 minutes from 8.30am to 12.30pm and 1.30pm to 5.00pm Monday to Friday.

Substantive classification

Standard attendance hours are 7 hours and 30 minutes from 8.30am to 12.30pm and 1.30pm to 5.00pm Monday to Friday.

Work Level Standards (WLS)

Describes the work of a particular employment group and the various work levels (classifications) within that group.