



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Fisheries Management Authority
(AG2016/3204)

AUSTRALIAN FISHERIES MANAGEMENT AUTHORITY ENTERPRISE AGREEMENT 2016

Australian Capital Territory

COMMISSIONER LEE

MELBOURNE, 16 JUNE 2016

Application for approval of the Australian Fisheries Management Authority Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Australian Fisheries Management Authority Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Fisheries Management Authority. The Agreement is a single enterprise agreement.

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

[3] The CPSU, the Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

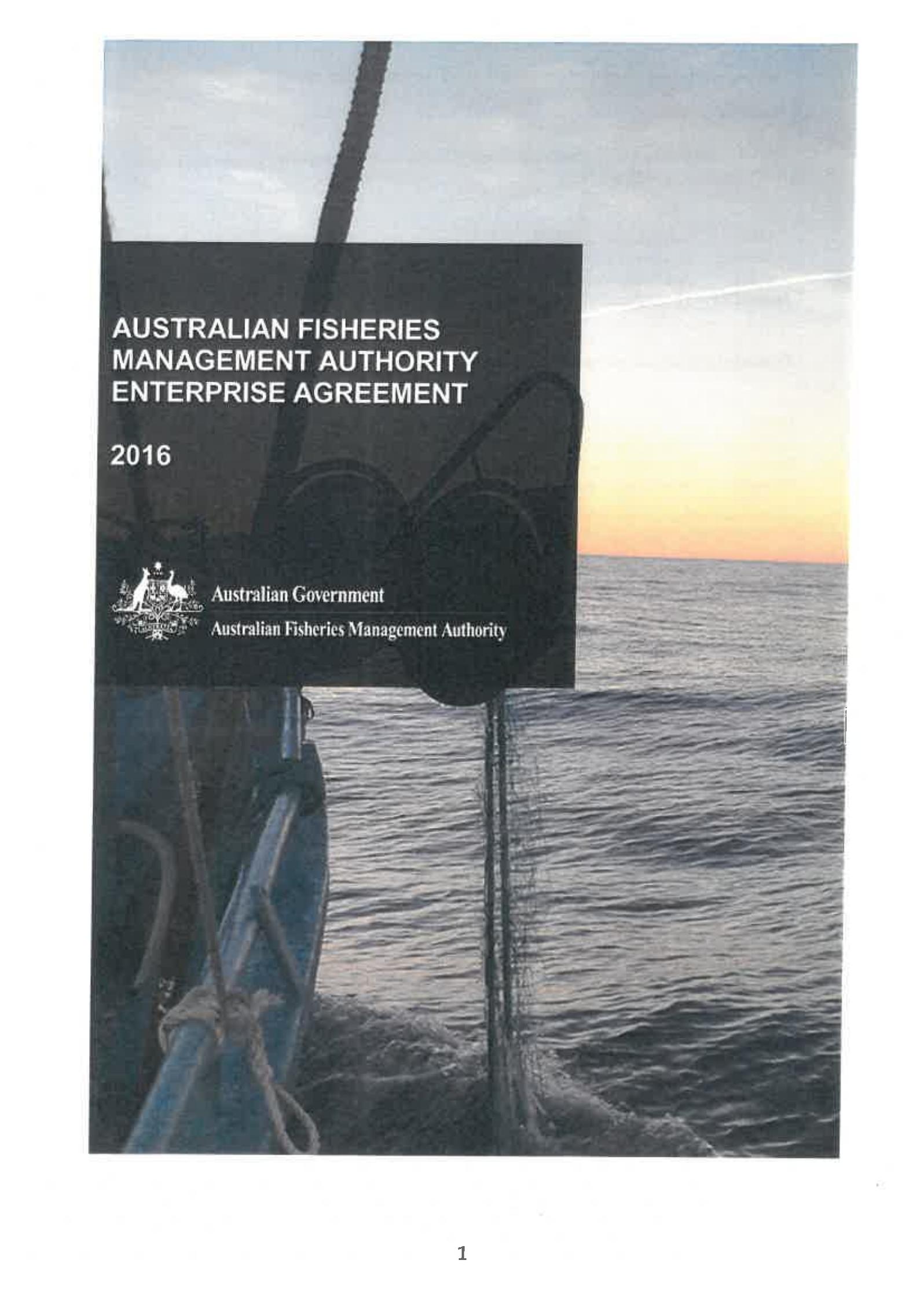
[4] The Agreement was approved on 16 June 2016 and, in accordance with s.54, will operate from 23 June 2016. The nominal expiry date of the Agreement is 22 June 2019.



COMMISSIONER

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The background of the cover is a photograph of a fishing boat on the water during sunset. The sun is low on the horizon, creating a warm orange and yellow glow. The water is dark with some ripples. A thick rope is visible in the foreground on the left side.

AUSTRALIAN FISHERIES MANAGEMENT AUTHORITY ENTERPRISE AGREEMENT

2016



Australian Government

Australian Fisheries Management Authority

Formal acceptance of Agreement and Signatories

Employer

Signed for, and on behalf of, the Commonwealth by the Australian Fisheries Management Authority Chief Executive Officer.

Signed: 
Full Name: Dr James Findlay
Agency: Australian Fisheries Management Authority
Address: 73 Northbourne Avenue, Canberra City, ACT 2602

Employee Bargaining Representatives:

Signed: 
Full Name: Thomas Kaufhold
Agency: Australian Fisheries Management Authority
Address: 73 Northbourne Avenue, Canberra City, ACT 2602

Signed: 
Full Name: Kylie Sweet
Agency: Australian Fisheries Management Authority
Address: 73 Northbourne Avenue, Canberra City, ACT 2602

Signed: 
Full Name: Vyta Vilkaitis
Agency: Australian Fisheries Management Authority
Address: 73 Northbourne Avenue, Canberra City, ACT 2602

Bargaining Representative: Community and Public Sector Union

Signed for, and on behalf of, the Community and Public Sector Union:

Signed: 
Full Name: RUPERT EVANS, DEPUTY NATIONAL PRESIDENT
Address: 10/440 COLLINS ST
MELBOURNE VIC 3000

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PART 1 - INTRODUCTION

1. Application

1.1 This Agreement is made under Section 172 of the *Fair Work Act 2009* and is known as the Australian Fisheries Management Authority Enterprise Agreement 2016. This Agreement applies to all non-SES employees of the Australian Fisheries Management Authority (AFMA) employed under the *Public Service Act 1999*.

2. Period of Operation

2.1 This Agreement begins operation seven calendar days after the Fair Work Commission approves the agreement and will have a nominal expiry date of 3 years after the date of commencement of this Agreement.

3. Parties to the Agreement

3.1 This agreement is between

- the Agency Head of the Australian Fisheries Management Authority, covered for and on behalf of the Commonwealth of Australia as the employer; and
- all non-SES employees of AFMA engaged under the *Public Service Act 1999*.

3.2 The terms and conditions specified within this Agreement are available to ongoing and non-ongoing employees whose employment is covered by this Agreement except where otherwise expressly stated, or where the nature of the employment precludes such conditions.

4. Legislation

4.1 Without incorporating the terms of any legislation into this Agreement, it is acknowledged that employment is subject to the provisions of, but not limited to, the:

- *Fair Work Act 2009*
- *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*
- *Long Service Leave (Commonwealth Employees) Act 1976*
- *Maternity Leave (Commonwealth Employees) Act 1973*
- *Paid Parental Leave Act 2010*
- *Public Governance, Performance and Accountability Act 2013*
- *Public Service Act 1999*
- *Safety, Rehabilitation and Compensation Act 1988*
- *Superannuation Act 1976*
- *Superannuation (Productivity Benefit) Act 1988*
- *Superannuation Act 1990*
- *Superannuation Act 2005*
- *Superannuation Guarantee (Administration) Act 1992*
- *Work Health and Safety Act 2011*

5. Interaction with Guidelines, Policy and Procedures

5.1 This Agreement defines the terms and conditions available to employees of AFMA for the period of effect of the Agreement.

5.2 Policies and guidance will support the operation of this Agreement. While policies and guidance may be referred to in this Agreement, they do not form part of this Agreement. If there is any inconsistency between the terms of this Agreement and the policies and guidance that support the operation of this Agreement, the terms of this Agreement will prevail.

5.3 AFMA and its employees agree that these supporting policies, procedures and guidelines will be available to all employees and will be updated as necessary following reasonable consultation.

5.4 Prior to a policy being amended or introduced, the agency will make the policy available on the intranet for comment and feedback for a period of at least 2 weeks. The agency will consider any comments or feedback received in relation to the policy prior to finalising the policy.

5.5 The Workplace Consultative Committee will be consulted regarding changes to AFMA policies.

6. *Delegations*

6.1 The Agency Head may delegate in writing any of his/her responsibilities contained within this Agreement.

6.2 A person exercising powers or functions under Clause 6.1 must comply with any direction of the Agency Head.

PART 2 - EMPLOYMENT ARRANGEMENTS

7. *Individual Flexibility Arrangements*

7.1 The Agency Head and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of any of the terms of this Agreement, where the arrangement meets the genuine needs of the employee and agency.

7.2. The Agency Head must ensure that a flexibility arrangement agreed to under this clause:

- is about permitted matters under section 172 of the FW Act;
- does not include unlawful terms under section 194 of FW Act;
- results in the employee being better off overall than if no arrangement was agreed to;
- is in writing;
- is signed by both the employee and the Agency Head, and, if the employee is under 18, is signed by their parent or guardian;
- is able to be terminated by either the employee or the Agency Head giving not more than 28 days written notice, or at any time by agreement between the employee and Agency Head in writing; and
- is given to the employee within 14 days after it is agreed to.

7.3. A flexibility arrangement must be genuinely agreed between the employee and the Agency Head.

7.4 Additional guidance concerning the application of individual flexibility arrangements are outlined in the Working at AFMA policy.

PART 3 – HOURS OF WORK

8. *Full-Time*

8.1 Employees other than part time or casual employees will work on a full-time basis unless otherwise agreed. Full-time employees will work 75 hours per fortnight.

9. Part-Time

9.1 Part-time arrangements may be initiated and/or ceased by the Agency Head or the employee in order to meet work or personal requirements. In either case, the commencement or cessation of, or any change to, part-time arrangements will be subject to approval by the Agency Head.

9.2 Any request for part-time arrangements will not be unreasonably refused and the Agency Head will respond in writing to the request. Where the request is refused, the response will include reasons for the refusal.

9.3 Part-time employees will receive, on a pro-rata basis (excluding the payment of expense related allowances or reimbursements), equivalent pay and conditions to a full-time employee of the same classification, unless otherwise specified in this agreement.

9.4 Part time employees who have been requested by AFMA to convert to a full time arrangement will only have access to redeployment and redundancy arrangements outlined within this Agreement in the following circumstances:

- where part-time arrangements have been entered into at AFMA's instigation; or
- where the employee is unable or does not wish to convert to a full-time arrangement before the expiration of their current arrangement.

9.5 Additional guidance concerning the hours of work are outlined in the Working at AFMA policy.

10. Shift Work

10.1 Employees are considered to be undertaking shift work if they are rostered to perform ordinary hours of duty, any part of which falls outside the period 6.30 am to 6.00 pm Monday to Friday and/or on Saturdays, Sundays or Public Holidays for an ongoing or fixed period.

10.2 Details of shift worker entitlements are outlined in Clause 52 – Shift Worker Entitlements.

11. Standard Days of Work

11.1 The standard working days for employees are from Monday to Friday inclusive.

12. Bandwidth

12.1 Employees (APS 1–6) must start and finish within the bandwidth of 7.00 am to 7.00 pm. The pattern of hours worked are subject to operational requirements, the availability of work, and where applicable, the written approval of the employee's supervisor.

12.2 An employee (APS 1–6) cannot work outside the bandwidth hours unless directed.

13. Standard Hours

13.1 The standard hours of work are 7 hours and 30 minutes per day (totalling 75 hours per fortnight). The standard periods of work are from:

Canberra and Thursday Island Office		Darwin Office	
From	To	From	To
8.45 am	12.30 pm	8.00 am	12.00 pm
1.30 pm	5.15 pm	1.00 pm	4.30 pm

13.2 While employees may vary these times with the agreement of their supervisor, these are considered to be the standard periods of duty in AFMA. All applications for leave will be based on standard periods of duty.

14. Core Business Hours

14.1 To meet operational requirements, core hours will be from 10.00 am to 4.00 pm unless alternative arrangements have been approved.

15. Rest Breaks

15.1 Employees will not be required to work continuously for a period in excess of five hours, and must take a break for a minimum of 30 minutes following each period of five hours worked.

15.2 Employees should have at least an eight-hour break plus reasonable travel time between working on one day and working on the next, whether that work is undertaken during standard hours or as a period of overtime. Where employees remain absent from work until such time as they have had an eight-hour break, this will not result in any deductions from the employee's pay or leave credits.

16. Executive Level Employees

16.1 Executive Level employees' (EL1 and EL 2) remuneration level compensates for any reasonable additional hours that may be worked.

16.2 When an Executive Level employee works additional hours, including those required for travel, that are considered to exceed these reasonable additional hours, the Branch Head may grant paid time off in recognition of working these hours. Such time off in lieu will not be provided on an hour-for-hour basis.

17. Home Based Work

17.1 AFMA recognises that, in line with the principle of flexible working arrangements, it is sometimes beneficial for employees to undertake work from home. An employee may, with the agreement of his/her manager, undertake work from home. Approval is subject to operational requirements and may be of a temporary or regular nature.

17.2 Additional guidance concerning home based work arrangements are outlined in the Working at AFMA policy.

18. Time Off In Lieu (TOIL) – At Sea

18.1 TOIL is available for APS 1-6 employees on a time for time basis and may be paid out at single time rate, in accord with the terms below.

18.2 APS 1-6 employees will receive one day TOIL for every Saturday, Sunday or public holiday while they are at sea.

18.3 Employees, other than Observers, may accrue TOIL while at sea up to the following limits:

Duration of Trip	Maximum TOIL to be taken per accrual	Timeframe for TOIL to be taken
Trips exceeding 8 consecutive weeks	10 days (pro-rata for part-time employees)	Within 2 settlement periods
Trips up to and including 8 weeks	5 days (pro-rata for part-time employees)	Within 1 settlement period

18.4 TOIL accrued in a trip in excess of the above limits will be paid out at single time.

18.5 Where TOIL is not able to be taken within the timeframes outlined above, any outstanding TOIL will be paid out at single time at the next settlement period.

18.6 Employees, excluding casuals, who accrue TOIL while at sea, may apply to be paid out at single time rate for all TOIL accrued, with the written approval of their manager.

18.7 Additional guidance concerning the application of TOIL is outlined in the Working at AFMA policy.

19. Travel Time

19.1 If an APS 1–6 employee is required to travel for work and works additional hours within the bandwidth, these hours may be recorded as flextime to be taken at a later date in accordance with flextime provisions in this agreement. Alternatively, their manager may approve the employee to take TOIL on return from the travel.

19.2 Where an APS 1–6 employee is required to travel outside bandwidth hours and the nature of the travel presents significant inconvenience to the employee, the manager may agree to reasonable time off to recognise the additional effort commensurate to the inconvenience. Such travel time off in lieu will not be provided on an hour-for-hour basis.

19.3 Any time off in lieu of travel time outside bandwidth hours granted by the manager must be taken within the next settlement period after the travel has ended and will not accrue. Any period of time granted will not be deducted from the employee's pay or leave credits and is subject to operational requirements.

19.4 Additional guidance concerning the application of Travel Time is outlined in the Working at AFMA policy.

20. Flextime

20.1 Formal flextime is available to all APS 1-6 employees excluding casuals.

20.2 Part-time APS 1-6 employees may access the same flextime arrangements as full-time employees but their maximum flextime credit and debit levels will be on a pro rata basis. Flextime may not be used to vary a part-time employee's hours unless approved by the relevant manager.

20.3 Where APS 1-6 employees are regularly working additional hours, and do not have the opportunity to utilise reasonable flex time credits excess hours beyond 37.5 hours in a settlement period, they will be paid out at a single time rate with prior approval from their manager. Arrangements, including any limits, must be approved by the employee's manager beforehand.

20.4 Employees may accrue a maximum flextime credit to a total of 37.5 hours in each settlement period.

20.5 In exceptional circumstances, a manager may approve a carryover of credits in excess of 37.5 hours from one settlement period to the next if he or she reasonably expects that the excess credit will be used in the next period. Successive carryovers in excess of 37.5 hours will not be approved.

20.6 An employee who moves to another APS agency or resigns from AFMA should, in consultation with their manager, use any flextime credit prior to them leaving AFMA.

20.7 Payment of unused flextime may be made to an employee on separation with AFMA if:

- the employee has pre approval from the Agency Head; and
- the employee is unable to use the available flextime credit due to operational requirements

20.8 Payment of unused flextime will be made at the single time rate up to a maximum of 37.5 hours.

20.9 Employees may carry forward a maximum flextime debit of 7 hours and 30 minutes from one pay period to the next.

20.10 Where the maximum debit is exceeded at the end of the pay period (fortnight), the employee will reduce the debit to the maximum allowable (7 hours and 30 minutes or lower) within the next pay period.

20.11 Flextime debits in excess of 7 hours and 30 minutes hours in two consecutive pay periods will be administered as leave without pay.

20.12 Additional guidance concerning the application of Flextime is outlined in the Working at AFMA policy.

21. Overtime

21.1 Any APS 1-6 employee directed to undertake work in excess of eight and half hours per day will be eligible for overtime, either paid at the applicable overtime payment rate (clause 21.3 refers) or taken as TOIL at single time.

21.2 Where the overtime is undertaken during bandwidth hours, the employee may elect to accrue flextime at single time rate, in accord with Section 20.

21.3 Where overtime is paid, the following rates are payable:

- for overtime worked on a Monday to Sunday inclusive:
 - time and a half for the first three hours worked; and
 - double-time thereafter.
- for overtime worked on a public holiday:
 - single time, additional to the standard payment for the holiday, during standard hours of work; and
 - double time beyond standard hours of work.

21.4 Overtime is paid on the basis of hours worked (excluding emergency, on call and restriction provisions), calculated to the nearest 15 minutes.

PART 4 – PERFORMANCE MANAGEMENT

22. *Performance management*

22.1 Employees must participate in the agency's performance management framework. The performance management cycle runs from July to June each year.

22.2 An employee may have a support person at any stage of the performance process. All parties in a performance process will undertake discussions constructively. The support person's role may facilitate and may supplement direct discussions between the employee and their supervisor.

22.3 Additional guidance concerning Performance Management is outlined in AFMA's Performance and Development Scheme.

PART 5 – LEAVE

23. *Portability of Leave*

23.1 Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and Personal/Carers leave (however described) will be transferred, provided there is no break in continuity of service.

23.2 Where an employee is engaged in AFMA as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave (however described) will be recognised unless the employee received payment in lieu of those entitlements on termination of employment.

23.3 For the purposes of this clause:

- 'APS employee' has the same meaning as the *Public Service Act 1999*
- 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

23.4 Where a person is engaged as an ongoing employee in the Agency, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in AFMA or another agency) the Agency Head may, at the employee's request, recognise any unused, accrued annual leave (excluding accrued leave paid out on cessation of employment) and personal/carer's leave (however described).

23.5 AFMA will recognise up to 20 days annual leave accrued in other non-APS Commonwealth agencies where that agency transfers the funding for the accrued liability. Personal/Carers leave does not transfer from other non-APS Commonwealth agencies.

24. *Annual Leave*

24.1 Employees accrue annual leave on a daily basis. The entitlement is 20 days annual leave on full pay for every period of 12 months service.

24.2 Part time employees will accrue annual leave on full pay credits on a pro-rata basis based on their hours of employment per week.

24.3 Employees located in Darwin at the commencement of this Agreement will receive additional leave as follows:

Applicable	Provision For Every Period of 12 Months Service
On commencement of agreement	4 days annual leave entitlement on full pay
12 months from commencement of agreement	3 days annual leave entitlement on full pay
24 months from commencement of agreement	3 days annual leave entitlement on full pay

24.4 Employees located on Thursday Island will receive an additional 7 days annual leave entitlement of full pay for every period of 12 months.

24.5 Employees who are shift workers and are regularly rostered to work on Saturdays and Sundays are entitled to an additional 0.25 of a day paid leave (up to a maximum of 5 days per anniversary year) for each shift worked on a Saturday or Sunday.

24.6 For annual leave purposes, employees who are shift workers will receive a leave loading of 17.5% of the normal weekly earnings excluding any shift penalties that would have been payable had they not taken leave.

24.7 Where an employee has been on compensation for more than 45 weeks, annual leave will accrue on the basis of actual hours worked.

24.8 Paid annual leave may be taken for a period agreed between an employee and AFMA. AFMA will not unreasonably refuse to agree to a request by the employee to take paid annual leave.

24.9 Employees are entitled to access annual leave credits as they accrue.

24.10 Annual leave may be taken at full or half pay. When annual leave is taken at half pay, the resultant leave credit deduction will be half of the actual period of leave taken.

24.11 The granting of leave is discretionary and subject to operational requirements.

24.12 Where, during a period of annual leave or long service leave, an employee becomes eligible for prevailing leave that is required by legislation to be granted, the employee will be taken not to be on annual leave or long service leave for the affected period. An example of such leave includes, but may not be limited to, that leave required by the National Employment Standards (NES) eg. Personal/carer's leave, compassionate leave and community service leave. On the production of satisfactory evidence, annual leave or long service leave will be re-credited.

24.13 Employees may accumulate up to a maximum of two years annual leave credits. Where an employee has an excess leave credit, the employee will continue to accrue leave credits but must take the excess leave within three months of their last accrual date.

24.14 Where the excess leave has not been taken within the three month period from the last accrual date, the Agency Head may direct the employee to take leave to reduce the excess leave balance with one calendar months' notice.

24.15 Additional guidance concerning Annual Leave is outlined in the Working at AFMA policy.

25. *Purchased Annual Leave*

25.1 Employees may purchase 1-2 weeks' additional annual leave per year, subject to approval.

25.2 An employee must commit to the purchased leave arrangement for a period of 12 months unless the Agency Head agrees, in exceptional circumstances, that an arrangement can be entered into for a lesser period. The leave purchased must be taken within 13 months of the date of the first payment.

25.3 A minimum of half a day's purchase leave must be taken at any one time.

25.4 The purchased leave will be reconciled at one year from the date of first payment and unused leave must be taken or paid out before the end of the remaining month. In exceptional circumstances, outstanding credits can be rolled over into the following year at the discretion of the Agency Head but employees cannot purchase more leave until the previously purchased leave had been taken or paid out.

25.5 The purchased leave will count for service.

25.6 Purchased leave cannot be taken at half pay.

25.7 If an employee leaves the agency and has not used all or part of the paid purchased leave, the employee will be re-paid the pre-paid value of the leave not taken.

25.8 Additional guidance concerning Purchase Leave is outlined in the Working at AFMA policy.

26. *Cash in of Annual Leave*

26.1 Employees may apply in writing to the Agency head to cash in up to one week's leave in conjunction with the taking of annual leave. An employee must retain a minimum balance of 4 weeks annual leave credits after cashing out the one week of leave and taking the associated leave. Each cashing out of paid annual leave must be by a separate agreement in writing between the Agency Head and employee. The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

26.2 Employees may apply to cash in one week of annual leave out of any 12 month entitlement. The cash in of leave must be taken in conjunction with a minimum of 1 week's leave (annual or long service leave only).

26.3 Additional guidance concerning Cash in of Annual Leave is outlined in the Working at AFMA policy.

27. *Personal/Carers Leave*

27.1 From the commencement of this agreement and occurring on the next accrual date, Personal/Carers leave will accrue on a daily basis and is available to employees (except casual employees), to provide for absences from the workplace due to personal circumstances outlined below:

- personal illness and/or injury affecting the employee
- to provide care or support to a member of the employee's family or a member of the employee's household who requires support because of
 - I. a personal illness, or personal injury, affecting the member; or
 - II. an unexpected emergency affecting the member.

27.2 Other than casual employees, employees will receive 15 days cumulative Personal/Carers leave on full pay that will accrue on a daily basis.

27.3 Where portability provisions do not apply, ongoing employees and non-ongoing employees (engaged for a period of 12 months or more) will receive up to 15 days Personal/Carers leave on full pay, accrued on a daily basis from commencement with AFMA.

27.4 Part time employees will accrue Personal/Carers leave on a pro-rata basis based on their hours of employment per week accrued in accordance with the other provisions outlined in Clause 27 of this agreement.

27.5 Employees, including casuals employees, are also entitled to an additional two days unpaid carers leave per occasion. This may be a single unbroken period of up to two days, or any separate period as agreed by the Agency Head and employee. Unpaid carer's leave may only be taken after the employee has exhausted their other paid personal/carer's leave entitlements. A period of unpaid carer's leave does not break an employee's continuity of service however, it does not count as service.

27.6 An employee may be granted one day's Personal/Carers leave per occasion to attend a family member's funeral. Personal/Carers leave cannot be used for this purpose to the extent that it results in less than 10 days of an employee's credit per year being available for use for personal injury or illness and caring as provided under the *Fair Work Act 2009*. An employee may choose to take funeral leave as either personal leave, annual leave or leave under flexible working arrangements i.e. flextime or time off in lieu (TOIL).

27.7 An employee may choose to take annual leave or leave under flexible working arrangements i.e. flextime or time off in lieu (TOIL) for the leave prescribed in Clause 27.6.

27.8 An employee will be required to provide evidence in order to access Personal/Carers leave provided in Clause 27.6 to attend a funeral e.g. a death certificate or funeral notice.

27.9 Unused Personal/carers Leave will accrue from year to year but will not be paid out on separation

27.10 An employee who utilises Personal/Carers leave and is unable to seek prior approval for his/her absence must notify his/her manager (through another AFMA employee if the manager is unavailable) before 10.00 am on the day of absence other than in extenuating circumstances as determined by the Agency Head. Failure to notify may result in the leave being regarded as unauthorised and without pay.

27.11 All approved Personal/Carers leave will be deducted from an employee's available credit. Single absences of less than one day can be taken as either Personal/Carers leave, or leave under flexible working arrangements i.e. flextime or TOIL.

27.12 An employee is required to provide reasonable evidence to be entitled to paid personal/carer's leave, where:

- the employee is absent from work for more than two consecutive work days;
- the employee has taken in excess of a total of eight days (full or part days) in any accrual year where evidence has not been provided for any of those days; or
- in any other circumstances where requested by the Agency Head.

27.13 Evidence means:

- a medical certificate
- a statutory declaration, if it was not reasonably practicable for the employee to obtain a medical certificate, and/or
- with the prior agreement or direction of the Agency Head another form of evidence, including no evidence.

27.14 If the employee provides a statutory declaration as evidence, the statutory declaration must set out why the employee is or was unable to attend work, and why it was not reasonably practicable for them to obtain a medical certificate.

27.15 A manager may, at any time, request satisfactory evidence to support a current or future application for personal leave in other circumstances including but not limited to:

- any absence which occurs adjacent to a public holiday or period of annual or long service leave,
- or if it is considered that the reason for sick/carers leave are not reasonable or legitimate.

27.16 If the employee does not provide the required evidence within a reasonable period, the absence will be treated as unauthorised leave.

27.17 Additional guidance concerning the application of Personal/Carers Leave is outlined in the Working at AFMA policy.

28. *Concessional Leave*

28.1 The Agency Head may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this agreement for a purpose that the Agency Head considers to be in the interests of the Agency and having regard to operational requirements.

28.2 The Agency Head may limit the amount of leave that may be approved.

28.3 Leave without pay (LWOP) does not count for service except where the LWOP is to work with another organisation in the Commonwealth's interest or as provided by legislation. In these cases, the LWOP will count as service for the accrual of Personal/Carers leave. Whether the LWOP counts as service for long service leave or superannuation purposes is governed by the relevant Acts.

28.4 Any unpaid leave, excluding that for Defence service, will not be counted towards redundancy entitlements.

29. *Compassionate / Bereavement Leave*

29.1 Three days compassionate /bereavement leave per occasion will be granted to an employee where a member of the employee's family or a member of the employee's household has:

- a personal illness, or injury, that poses a serious threat to his or her life
- after the death of a member of the employee's family or a member of the employee's household.

29.2 Paid compassionate/bereavement leave is available to ongoing and non-ongoing employees (excluding casual employees).

29.3 Unpaid compassionate/bereavement leave is available to casual employees.

29.4 Compassionate/bereavement leave will only be granted if the employee provides evidence that the Agency Head reasonably requires.

29.5 A single event may give rise to three days compassionate leave plus three days bereavement leave.

29.6 Additional guidance concerning the application of compassionate/bereavement Leave is outlined in the Working at AFMA policy.

30. Community Service Leave

30.1 Community Service Leave will be provided in accordance with the National Employment Standards. One day of Community Service Leave per year will be granted as paid leave and the remainder as unpaid leave, except where it is provided for the purpose of fulfilling jury service (where it will be paid).

31. Australian Defence Force Reserve and Continuous Full Time Service or Cadet Force Leave

31.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

31.2 An employee is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.

31.3 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.

31.4 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

31.5 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts as service for all purposes except Annual leave accrual.

31.6 Additional guidance concerning the application of Australian Defence Force Reserve and Continuous Full Time Service or Cadet Force Leave is outlined in the Working at AFMA policy.

32. Long Service Leave

32.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

32.2 The minimum period for which long service leave can be taken is seven calendar days at full pay or fourteen days at half pay per occasion.

32.3 Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

32.4 Additional guidance concerning the application of Long Service Leave is outlined in the Working at AFMA policy.

33. Maternity and Parental Leave

33.1 Employees who are pregnant or who have given birth are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).

33.2 Employees with an entitlement to paid leave under the ML Act are provided with an additional 2 weeks of paid leave, to be taken continuously with an entitlement to paid maternity leave provided by the ML Act.

33.3 Employees who adopt or permanently foster a child and who have, or will have, responsibility for the care of the child, are entitled to up to 52 weeks of parental leave. For an employee who is a primary caregiver for an adopted or fostered child, up to 14 weeks of that leave will be paid leave, commencing from the time of placement of the child, provided the employee satisfies the same qualifying requirements as those required of a pregnant employee in accordance with the ML Act.

33.4 Employees are entitled to parental leave for adoption or permanent foster care when that child:

- is under 16 years of age
- has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement and
- is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.

33.5 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or permanent foster carer purposes.

33.6 Employees who are eligible for paid maternity or parental leave may elect to have the payment for that 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 period will count as service.

33.7 On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.

33.8 Unpaid maternity or parental leave will not count as service for any purpose with the exception of any leave in the first 14 weeks which is not eligible for payment.

33.9 This leave is inclusive of public holidays and will not be extended because a public holiday [or Christmas closedown] falls during a period of paid or unpaid maternity or parental leave.

33.10 On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the *Fair Work Act 2009*.

33.11 An employee returning to work from maternity or parental leave has the right to part time employment up until the child has turned 15 months of age.

33.12 An employee who is a parent, or has responsibility for the care of a child of school age or younger may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the Agency Head may waive this requirement in exceptional circumstances).

33.13 Additional guidance concerning the application of Maternity and Parental leave is outlined in the Working at AFMA policy.

34. Supporting Partner/Other Primary Caregiver Leave

34.1 Employees who are not otherwise entitled to paid maternity or parental leave under the ML Act or this agreement are entitled to 2 weeks of paid leave on the birth, adoption or permanent foster care placement of a child or their partner's child.

34.2 This leave is to be taken within 12 weeks of the birth/placement of the child and is inclusive of public holidays, i.e. leave will not be extended because a public holiday [or Christmas closedown] falls during a period of leave provided by this clause.

34.3 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements, or a birth certificate following the birth of a child must be submitted when applying for supporting partner/other primary caregiver leave.

34.4 This paid leave will count as service for all purposes.

34.5 Employees may elect to have the payment for that leave spread over a maximum of 4 weeks at a rate no less than half normal salary. A maximum of 2 weeks of the leave period will count as service.

34.6 Additional guidance concerning the application of Supporting Partner/Other Primary Caregiver Leave is outlined in the Working at AFMA policy.

35. Public Holidays

35.1 Employees will be entitled to the following public holidays:

- a. New Year's Day (1 January)
- b. Australia Day (26 January)
- c. Good Friday
- d. Easter Monday
- e. Anzac Day (25 April)
- f. The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
- g. Christmas Day (25 December)
- h. Boxing Day (26 December)
- i. Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.

35.2 AFMA will recognise Easter Eve (Easter Saturday) as an agency holiday that will attract penalty or overtime rates in accordance with public holiday provisions contained in this Agreement.

35.3 If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.

35.4 The Agency Head and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

35.5 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.

35.6 Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal/carers 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 on half pay, payment is on half pay).

35.7 If an employee who performs duty on each of the days of the week in a cycle of shift on a regular roster of shift work and a public holiday occurs on a day when the employee is rostered off duty, the employee is entitled to an additional day leave instead of the public holiday.

36. *Christmas Closedown*

36.1 The Agency will cease its normal operations from close of business on the last working day before Christmas Day, with business resuming on the first working day after New Year's Day.

36.2 Employees are entitled to be absent with pay for the working days during Christmas Closedown.

36.3 There will be no requirement to take Annual or Personal/Carers or Flextime over the Christmas closedown period.

36.4 Payment for absences on working days during Christmas Closedown will be made in accordance with an employee's ordinary hours of work for that day. However, where an employee would otherwise be absent on leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement, e.g. if the employee is absent on long service leave at half pay, payment for the day will also be at half pay.

36.5 This clause does not apply to casual employees.

36.6 Only those employees who are directed or rostered to work during this period may attend for work over the Christmas Closedown period.

36.7 AFMA will recognise the first close down day after Boxing Day public holiday as an agency holiday that will attract penalty or overtime rates in accordance with public holiday provisions contained in this Agreement.

36.8 Employees who are directed or rostered to work the remaining two days of the close down period will be entitled to take the two days paid leave at an alternate time agreed between the employee and their manager.

37. *Cancellation of Leave*

37.1 The Agency Head may cancel approved leave for an employee where it is warranted based on operational requirements. Where an employee has received approval to take leave and that leave is subsequently cancelled, AFMA will reimburse the employee for the non-refundable component of costs incurred.

38. *Recall from Leave*

38.1 An employee who is on annual or long service leave from AFMA may be recalled to duty by the Agency Head. In such a situation, the employee will take all reasonable steps to return to the required workplace within the specified timeframe. Where an employee has entered into an irrevocable financial arrangement and is recalled to duty, the employee will be reimbursed for any non-refundable component of the costs incurred based on receipts provided. The Agency Head will recredit the amount of annual and long service leave that the affected employee was unable to utilise as a result of a recall to duty.

39. *Unauthorised Absence*

39.1 Where an employee is absent from work without approval, the absence will be treated as an 'unauthorised absence' and will not count as service for any purpose under this agreement, including remuneration and leave accrual.

39.2 Any amounts paid to an employee in respect of an unauthorised absence are overpayments and AFMA will seek to recover those amounts.

39.3 If the employee does not return to work after being directed to do so, his/her employment will be terminated in a manner consistent with the provisions of the *Fair Work Act 2009* and also the *Public Service Act 1999* unless he/she can clearly justify why this action should be delayed or avoided.

PART 6 - REMUNERATION

40. *Salary*

40.1 Employees will receive a salary increase of:

- a. 2% on commencement of the Agreement
- b. 2% 12 months after commencement of the Agreement
- c. 2% 24 months after commencement of the Agreement

40.2 Employees are paid fortnightly by electronic funds transfer into a financial institution account/s of their choice.

40.3 A loading of 20% of the relevant salary rate will be paid to casual employees only, in lieu of payment for public holidays on which the employee is not rostered to work and all paid leave except long service leave.

41. *Commencement Salary*

41.1 An employee's commencement salary will be based on the minimum salary point for each APS classification unless:

- the employee is an existing APS employee moving to AFMA at the same classification level whose current salary does not match an AFMA pay point for that classification and is below the maximum pay point in AFMA for that APS classification. The commencement salary will be paid at the pay point closest to, but not lower than, their current salary;
- the employee is an existing APS employee moving to AFMA at the same classification level whose current salary exceeds the maximum pay point in AFMA for that classification. The Agency Head may approve that the salary will be maintained until it is absorbed by AFMA at the relevant classification level at which time the employee will move to the next pay point;
- the employee is eligible for payment of salary at a higher salary point within their APS classification subject to at least satisfactory performance based on the Performance and Development Scheme; or
- the Agency Head has approved the application of a higher level of salary within the applicant's APS classification to the successful applicant in a recruitment process. Any approval of a higher salary within the applicant's APS classification will depend on their qualifications, experience, value that they bring to the position and market relativities.

41.2 Additional guidance concerning salary arrangements are outlined in the Working at AFMA policy.

42. *Overpayments*

42.1 Where an employee is overpaid an amount of salary or other benefits, the overpayment will be recovered in accordance with the provisions of the Accountable Authority Instructions.

42.2 Additional guidance concerning the application of overpayments is outlined in the Working at AFMA policy.

43. *Salary Packaging*

43.1 Employees may access salary packaging provisions under programs endorsed by AFMA and made available by third party providers. Packaging arrangements are to be at no additional cost to AFMA.

43.2 Additional guidance concerning the application of salary packaging arrangements are outlined in the Working at AFMA policy.

44. *Restriction or On Call Allowance*

44.1 Restriction allowance or on call allowance is available to those employees who are required by AFMA to be restricted outside standard hours in order that they remain contactable by AFMA and other agencies by telephone and/or be available for recall to duty to a nominated office at short notice.

44.2 Further details on restriction allowance or on call allowance are contained within Schedule I - Allowances.

45. *Higher Duties Allowance*

45.1 If an employee performs the complete functions and responsibilities of a position that is classified at a higher APS classification than his/her own for a continuous period of three weeks or more (regardless of whether this period includes one or more public holiday) he/she is entitled to be paid higher duties allowance (HDA) for the total period of performance at the higher level.

45.2 Where an employee acts in the same higher classification position for an aggregate period of more than three weeks in a calendar year, each subsequent period of one week or more in that calendar year will be paid higher duties allowance (HDA) for the total period of performance at the higher level.

45.3 Further details regarding the provision of HDA are contained in AFMA's Recruitment and Selection Policy and Working at AFMA policy.

46. *Land Based Allowance*

46.1 Working on compliance operations involves working in conditions and different hours that are outside of AFMA's standard hours in an office based environment.

46.2 Further details are contained within Schedule G – Land Based Provisions

47. *Marine Allowances*

47.1 Various marine allowances are available to employees who are required to go to sea.

47.2 Further details are contained within Schedule F – At Sea Provisions.

48. Community Language Allowance

48.1 A Community Language allowance is available to eligible employees.

48.2 Further details are contained within Schedule H –Community Language Allowance.

49. Superannuation

49.1 AFMA will make compulsory employer contributions as required by the applicable legislation and fund requirements.

49.2 Employer contributions to the PSSap will be 15.4% of the employee's fortnightly contribution salary [or ordinary time earnings]. Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in PSSap. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

49.3 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.

49.4 The Agency Head 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 using a file generated by the Agency's payroll system.

50. Superannuation for Shift Workers

50.1 Employer contributions for shift workers will be paid based on the employee's annual base salary plus allowances. This becomes the 'superable salary'.

50.2 The employee's fortnightly contributions will increase based on the superable salary. This provision is subject to superannuation legislation and the rules of the relevant superannuation scheme.

51. Superannuation- Fisheries Compliance Officers - Annualised Allowance

51.1 The option of annualised salary is available to Fisheries Compliance Officers.

51.2 For employees who choose the option of annualised salary, employer contributions to superannuation funds will be calculated based on the annualised allowance. This becomes the 'superable salary'.

51.3 The employee's fortnightly contributions will increase based on the superable salary. This provision is subject to superannuation legislation and the rules of the relevant superannuation scheme.

52. Shift Workers' Entitlements

52.1 Shift workers will be entitled to the following penalty rates.

Loading	Payment
15%	On a shift any part of which falls between the hours of 18.00 and 06.30
80%	On any shift worked on a weekend
150%	On any shift worked on a public holiday

52.2 Where an employee is directed to perform overtime directly following a period of shift work, the rate of pay will be the greater of either:

- Shift workers penalty rates outlined in this clause; or
- Overtime rates outlined Clause 21 – Overtime Rates.

53. *Relocation Assistance*

53.1 Relocation assistance may be payable to an AFMA employee whose employment with AFMA requires them to relocate from one location to another.

53.2 Relocation may result from:

- the transfer of an AFMA employee to or from another location (whether on a non-ongoing or ongoing basis); or
- the relocation of the successful applicant of a recruitment process to take up an offer of employment with AFMA (whether non-ongoing or ongoing in nature); or
- to return to a previous location once a period of employment with AFMA has ceased.

53.3 All ongoing and non-ongoing employees are eligible for Relocation Assistance providing that the relocation occurs at AFMA's direction. The level of assistance provided will vary depending on the period for which the employee will be relocated.

53.4 Additional guidance concerning the application of relocation assistance is outlined in the Working at AFMA policy.

54. *Localities Market Packages*

54.1 AFMA will provide a Localities Market Package for Darwin and Thursday Island employees. The package varies for each locality and takes into account the differing living conditions in each location.

54.2 The package of entitlements may include district allowance, air fares assistance, extra days annual leave and emergency air fares assistance depending on the locality.

54.3 Payment rates for District Allowance are outlined in Schedule E – District Allowance.

54.4 Additional guidance concerning the application of Localities Market Packages are outlined in the Working at AFMA policy.

55. *Emergency Fares Assistance*

55.1 Employees stationed at Thursday Island and their dependents are entitled to emergency airfares assistance for travel:

- where a member of the immediate family is critically ill or dies, or
- where it is necessary to leave the locality for emergency medical or dental treatment that is not available at the locality.

55.3 Additional guidance concerning the application of Emergency Airfares Assistance is outlined in the Working at AFMA policy.

56. *Leave Fares Assistance*

56.1 Employees stationed on Thursday Island may claim leave fares assistance which will be equivalent to:

- the value of one full economy return air fare to Brisbane for the employee and their dependants who reside with them, accruing on the anniversary of the day of commencement on Thursday Island and subsequent anniversary dates.
- the value of an extra 50% of a return air fare to Brisbane for the employee and their dependants who reside with them, available after six months employment on Thursday Island and every 12 months thereafter.

56.2 The value of air fares will be set at the fully refundable air fare as at 30 June each year.

56.3 Additional guidance concerning the application of Leave Fares Assistance is outlined in the Working at AFMA policy.

57. *Cash out of Fares Assistance*

57.1 Staff on Thursday Island will be able to utilise up to 40% of the airfare assistance allocation for other travel expenses to be paid as a lump sum gross salary when the employee takes leave of one week or more.

57.2 Additional guidance concerning the application of cash out of fares assistance is outlined in the Working at AFMA policy.

PART 6 - OTHER CONDITIONS

58. *Payment of Professional Expenses*

58.1 AFMA will meet the cost of certificates and professional memberships which are essential to an employee's duties. Reimbursement to employees of fees associated with the issue of certificates or membership of professional associations will be made where:

- membership of a professional association is a requirement under State or Territory laws for an employee to undertake their responsibilities for the Agency; or
- where AFMA is of the opinion that membership of a professional association would provide a real and distinct benefit for the Agency.

58.2 Renewal of such memberships for individual employees will be considered on a year by year basis.

59. *Health and Wellbeing Program*

59.1 AFMA will provide a program each year designed to provide opportunities for employees to improve health and attendance at work. Participation is voluntary.

59.2 Additional guidance concerning the application Health and Wellbeing Program is outlined in the Working at AFMA policy.

PART 7 - SEPARATION

60. Resignation

60.1 An ongoing AFMA employee who decides to resign from the Australian Public Service must provide AFMA with at least two weeks' written notice prior to ceasing employment with AFMA. A non-ongoing employee who wishes to resign must provide AFMA with at least one week's written notice prior to ceasing employment with AFMA where this is earlier than the end of the contracted period. An employee and the Agency Head may come to an agreement on a shorter notice period.

61. Retirement

61.1 Employees may retire from employment with AFMA. Employees are required to give AFMA at least two weeks' notice in writing of their intention to retire. The employee and the Agency Head may come to an agreement on a shorter notice period.

62. Redeployment, Reduction and Retrenchment

62.1 Redeployment and redundancy arrangements apply to ongoing employees except those ongoing employees on probation or who have less than 12 months' eligible service. Redeployment and redundancy arrangements do not apply to non-ongoing employees. Where an employee's performance has been rated as working below the minimum standard for the classification level in accordance with the Performance and Development Scheme, they are not deemed to be excess and therefore only the redeployment arrangements (and not retention or redundancy) apply until the performance issue is resolved.

62.2 In this Section, a reference to eligible service means:

- service with AFMA
- Government service as defined in Section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- service with the Australian Defence Force;
- APS service immediately preceding deemed resignation under the repealed s.49 of the *Public Service Act 1922*, if the service has not previously been recognised for redundancy pay purposes;
- service in another organisation where an employee transferred from the APS to that organisation with a transfer of function or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes; and
- where that period has been continuous, or with breaks of no longer than one month between periods of service where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer.

62.3 Any period of service which ceased by way of any of the grounds for termination specified in s.29 of the *Public Service Act 1999* (including any additional grounds prescribed in the Regulations); or on a ground equivalent to any of these grounds; or through voluntary retirement at or above the minimum retiring age applicable to the employee; or with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit; will not count as service for severance pay purposes.

62.4 An employee is an excess employee if:

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

63. Discussion Process – Excess Employees

63.1 When the Agency Head is aware that an employee is likely to become excess, the Agency Head will advise the employee of the situation in writing. The Agency Head will hold discussions with the employee to consider:

- reasons for the excess employee situation and the method used to determine excess employees
- measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below level
- transfer opportunities from AFMA to another agency within the Australian Public Service
- whether voluntary retrenchment might be appropriate
- referral to the Australian Public Service Commission or other providers of redeployment

63.2 Where an employee nominates a representative, the Agency Head will hold the discussions with the employee's representative. Subsequent to discussion, the Agency Head will make a decision to offer a voluntary redundancy or to take other actions of redeployment.

63.3 These discussions will be held and concluded within four weeks from written notification that the employee is likely to become excess.

63.4 The Agency Head will take all reasonable steps, consistent with the interests of the efficient administration of AFMA, to transfer an excess employee to a suitable vacancy at the same level within the Australian Public Service.

64. Voluntary Retrenchment

64.1 Where the Agency Head invites an excess employee to accept voluntary retrenchment, the employee will have one month in which to consider and accept the offer. Where the offer is accepted the Agency Head will not give notice of termination before the end of that period without the agreement of the employee.

64.2 Within that month, an employee invited to accept voluntary retrenchment will be given information on the amount of severance pay, pay in lieu of notice and paid leave credits.

64.3 Excess employees will receive assistance up to a maximum of \$400 for advice on superannuation and other financial matters.

64.4 Only one offer of voluntary retrenchment will be made to an excess employee.

65. *Period of Notice*

65.1 Where the excess employee agrees to be voluntarily retrenched, the Agency Head may retrench the employee by giving the required notice of termination. The period of notice will be four weeks (or five weeks for an employee over 45 with at least five years of continuous service, or an employee with 20 years' service).

65.2 Where a notice is issued, there is no payment for the unexpired consideration time.

65.3 Where an employee terminates their employment or is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in the *Fair Work Act 2009* for the unexpired portion of the notice period.

66. *Severance Benefit*

66.1 An excess employee who accepts an offer of voluntary retrenchment and whose employment is terminated by the Agency Head under Section 29 of the *Public Service Act 1999* on the grounds that he/she is excess to requirements will be paid a sum equal to two weeks salary for each completed year of eligible Commonwealth service, plus a pro rata payment for completed months of service since the last completed year of service. The minimum sum payable will be four weeks salary and the maximum will be 48 weeks salary, subject to any minimum amount the employee is entitled to under the NES.

66.2 The severance benefit will be calculated on a pro-rata basis for any period where an employee has worked part time hours during their period of service and the employee has less than 24 years full time service. Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

67. *Rate of Payment - Severance Benefit*

67.1 For the purpose of calculating the severance benefit, salary will include:

- the employee's base salary; or
- the salary of any higher work value, where the employee has been working at the higher classification for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination.

68. *Retention Periods*

68.1 Unless the employee agrees, an excess employee will not be involuntarily terminated until the following retention periods have elapsed:

- 13 months where an employee has 20 or more years of service or is over 45 years of age; or
- 7 months for other employees.

68.2 If an employee is entitled to a redundancy payment under the NES, the relevant retention period set out in the clause above will be reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

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

- the day the employee is advised in writing by the Agency Head that he/she is an excess employee; or
- one month after the day on which the Agency Head invites the employee to accept voluntary retrenchment.

68.4 The retention period will be extended by any periods of compensable certified illness or injury taken during the retention period. Certified illness or injury of a non-compensable nature may extend the retention period for a maximum of three months.

68.5 During the retention period the Agency Head:

- will continue to take reasonable steps to find alternative employment for the excess employee; and
- may, with four weeks notice, transfer the excess employee to a job in a lower classification. Where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain their salary at the previous higher classification for the balance of the retention period; and
- will consider the claims of AFMA excess employees in isolation prior to any selection process for positions at or below level.

68.6 Where the Agency Head is satisfied that there is insufficient productive work available for the employee within AFMA during the remainder of their retention period, the Agency Head may terminate the employee and pay a lump sum comprising of the balance of the retention period (as shortened for the NES), and the employee's NES entitlement to redundancy pay.

68.7 Where an employee is reduced in classification before the end of the retention period, the employee will receive income maintenance payments for the remainder of the retention period. These payments will include:

- the higher salary where an employee has been on higher duties for more than 12 months continuously and the higher duties would have continued except for the excess situation
- other allowances or loadings, not including disability or reimbursement payments, in the nature of salary which are paid during periods of leave and on a regular basis.

69. *Involuntary Termination*

69.1 The Agency Head may involuntarily terminate an excess employee at the end of the retention period. An excess employee will not be terminated involuntarily if the employee has not been invited to accept an offer of voluntary retrenchment or has elected to be terminated but the Agency Head has refused to approve it.

69.2 An excess employee will not be terminated involuntarily without being given four weeks' notice (or five weeks notice for an employee over 45 years of age with at least five years of continuous service or any employee with 20 years or more service) of termination, or payment in lieu of notice.

69.3 Wherever possible this notice period will be concurrent with the retention period.

70. *Payment of Annual Leave upon Separation*

70.1 Unused annual leave accruals are paid out on separation from the Australian Public Service. Payment in lieu will be calculated using the employee's final rate of salary, including allowances that would have been included during annual leave. Remote Localities Allowance is only included in the calculation for leave accrued in a remote location.

70.2 Payment of credits includes any credits for which leave has not been taken and any leave accrued calculated up to and including the date of separation.

71. *Payment of Other Leave upon Separation*

71.1 Any credits pertaining to personal leave or TOIL of overtime will not be paid out on separation from AFMA.

72. *Payment on Death*

72.1 Where an employee dies, or the Agency Head has directed that an employee will be presumed to have died on a particular date, the Agency Head may authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment on resignation or retirement. Long Service Leave credits will be paid out in accordance with the Long Service Leave Act (Commonwealth Employees) 1976. Payment may be made to dependants or the partner of the former employee or the former employee's legal personal representative. If a payment has not been made within 12 months of the former employee's death, it should be paid to the legal personal representative.

72.2 Additional guidance concerning Separations is outlined in the Working at AFMA policy.

PART 8 – CONSULTATION

73. *Consultation*

73.1 This term applies if AFMA:

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

74. *Major Change*

74.1 For a major change referred to in subclause 73.1 (a):

- a. AFMA must notify the relevant employees of the decision to introduce the major change; and
- b. clauses 74.2 to 74.8 apply.

74.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

74.3 If:

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

AFMA must recognise the representative.

74.4 As soon as practicable after making its decision, AFMA must:

- a. discuss with the relevant employees:
 - I. the introduction of the change; and
 - II. the effect the change is likely to have on the employees; and
 - III. measures AFMA is taking to avert or mitigate the adverse effect of the change on the employees; and
- b. for the purposes of the discussion, provide, in writing, to the relevant employees:
 - I. all relevant information about the change including the nature of the change proposed; and
 - II. information about the expected effects of the change on the employees; and
 - III. any other matters likely to affect the employees.

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

74.6 AFMA must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

74.7 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of AFMA, the requirements set out in clause 74.1(a) and clauses 74.2 and 74.4 are taken not to apply.

74.8 In this term, a major change is likely to have a significant effect on employees if it results in:

- a. the termination of the employment of employees; or
- b. major change to the composition, operation or size of AFMA's workforce or to the skills required of employees; or
- c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d. the alteration of hours of work; or
- e. the need to retrain employees; or
- f. the need to relocate employees to another workplace;
- g. the restructuring of jobs.

75. *Change to Regular Roster or Ordinary Hours of Work*

75.1 For a change referred to in subclause 73.1 (b):

- a. AFMA must notify the relevant employees of the proposed change; and
- b. subclauses 75.2 to 75.6 apply.

75.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

75.3 If:

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

AFMA must recognise the representative.

75.4. As soon as practicable after proposing to introduce the change, AFMA must:

- a. discuss with the relevant employees the introduction of the change; and
- b. for the purposes of the discussion, provide to the relevant employees:
 - I. all relevant information about the change, including the nature of the change; and
 - II. information about what AFMA reasonably believes will be the effects of the change on the employees and
 - III. information about any other matters that AFMA reasonably believes are likely to affect the employees; and
 - IV. 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).

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

75.6 AFMA must give prompt and genuine consideration to matters raised about the change by the relevant employees.

75.7 In this term: "relevant employees" means the employees who may be affected by a change referred to in clause 73.1.

76. *The Workplace Consultative Committee*

76.1 The Workplace Consultative Committee (WCC) will be established to facilitate communication and consultation with employees, and will monitor the implementation of this agreement. AFMA will allow a reasonable time for the WCC to consider issues. The WCC is not a decision-making body.

PART 9 - REVIEWS AND DISPUTE SETTLEMENT ARRANGEMENTS

77. *Review of Decisions to Terminate Employment*

77.1 Nothing in this Agreement prevents the Agency Head from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the *Fair Work Act 2009*, subject to compliance with the procedures established by the Agency Head for determining whether an employee has breached the Code of Conduct under the *Public Service Act 1999*.

77.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures addressed in Clauses 78 - Resolution of Agreement Disputes of this Agreement

78. *Resolution of Agreement Disputes*

78.1 If a dispute relates to:

- a. a matter arising under the agreement; or
- b. the National Employment Standards;

This term sets out procedures to settle the dispute.

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

78.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

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

78.5 The Fair Work Commission may deal with the dispute in 2 stages:

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

Note: *If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

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

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

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

SCHEDULE A – REMUNERATION - Salary Scales

Classification	Commencement of Enterprise Agreement	12 months from date of commencement)	24 month from date of commencement
APS 1.1	\$42,138	\$42,981	\$43,841
APS 1.2	\$45,696	\$46,610	\$47,542
APS 1.3	\$49,244	\$50,228	\$51,233
APS 2.1	\$52,794	\$53,850	\$54,927
APS 2.2	\$54,569	\$55,660	\$56,774
APS 2.3	\$56,350	\$57,477	\$58,626
APS 3.1	\$57,789	\$58,945	\$60,124
APS 3.2	\$60,296	\$61,502	\$62,732
APS 3.3	\$62,805	\$64,062	\$65,343
APS 4.1	\$65,313	\$66,619	\$67,951
APS 4.2	\$67,821	\$69,177	\$70,561
APS 4.3	\$69,829	\$71,226	\$72,650
APS 5.1	\$71,979	\$73,419	\$74,887
APS 5.2	\$76,236	\$77,761	\$79,316
APS 6.1	\$80,490	\$82,100	\$83,742
APS 6.2	\$84,752	\$86,447	\$88,176
APS 6.3	\$89,008	\$90,788	\$92,604
EL 1.1	\$99,014	\$100,995	\$103,015
EL 1.2	\$103,508	\$105,578	\$107,689
EL 1.3	\$106,429	\$108,557	\$110,729
EL 1.4	\$110,049	\$112,250	\$114,495
EL 2.1	\$116,164	\$118,488	\$120,858
EL 2.2	\$122,941	\$125,399	\$127,907
EL 2.3	\$129,285	\$131,871	\$134,508
EL 2.4	\$135,431	\$138,139	\$140,902

SCHEDULE B – SALARIES FOR CASUAL OBSERVERS

	Commencement of Enterprise Agreement	12 months from date of commencement	24 month from date of commencement
APS 1.1	\$193.86	\$197.74	\$201.69
APS 1.2	\$210.23	\$214.44	\$218.73
APS 1.3	\$226.55	\$231.08	\$235.70
APS 2.1	\$242.89	\$247.75	\$252.71
APS 2.2	\$251.05	\$256.07	\$261.20
APS 2.3	\$259.24	\$264.43	\$269.72
APS 3.1	\$265.86	\$271.18	\$276.60
APS 3.2	\$277.41	\$282.96	\$288.62
APS 3.3	\$288.95	\$294.72	\$300.62
APS 4.1	\$300.48	\$306.49	\$312.62
APS 4.2	\$312.02	\$318.26	\$324.62
APS 4.3	\$321.26	\$327.68	\$334.24

Casual observers may be required to work on any day of the week. Due to the special nature of their duties, casual observers are paid a daily rate for every day of the week that they work. The rates in Schedule B include a loading of 20% of the relevant salary rate paid to casual observer employees only, in lieu of payment for public holidays on which the employee is not rostered to work and all paid leave except long service leave and TOIL other than that prescribed in Schedule F (b) *TOIL – Observers*.

SCHEDULE C – GRADUATES AND TRAINEES

Graduates

Graduates will commence as an ongoing employee at pay point APS 3.1. The graduate program duration is 12 months. After six months service, AFMA graduates who have received a satisfactory rating in performance appraisals up to that date will advance to pay point APS 3.2. On successful completion of the graduate program, AFMA graduates will be assessed for advancement to APS 4 (pay point APS 4.1) if:

- (a) an employee's performance is satisfactory; and
- (b) there is sufficient work available at the higher classification; and
- (c) the employee has the necessary skills and proficiencies to perform that work.

Where a graduate is not assessed as suitable for advancement, they will remain at the existing pay point and will be required to compete on merit for any future classification advancements.

Salary	Classification - Graduate Broadband	Commencement of Enterprise Agreement	12 months from date of commencement	24 month from date of commencement
Commencement	APS 3.1	\$57,789	\$58,945	\$60,124
Six months service	APS 3.2	\$60,296	\$61,502	\$62,732
Completion of graduate program	APS 4.1	\$65,313	\$66,619	\$67,951

Trainees

Trainees will commence as an ongoing employee at pay point APS 2.1. The trainee program duration is 12 months. After six months service, AFMA trainees who have received a satisfactory rating in performance appraisals up to that date will advance to pay point APS 2.2.

On successful completion of the trainee program, AFMA trainees will be assessed for advancement to APS 3 (pay point APS 3.1) if:

- (a) an employee's performance is satisfactory; and
- (b) there is sufficient work available at the higher classification; and
- (c) the employee has the necessary skills and proficiencies to perform that work.

Where a trainee is not assessed as suitable for advancement, they will remain at the existing pay point and will be required to compete on merit for any future classification advancements.

Salary	Classification - Trainee Broadband	Commencement of Enterprise Agreement	12 months from date of commencement	24 month from date of commencement
Commencement	APS 2.1	\$52,794	\$53,850	\$54,927
Six months service	APS 2.2	\$54,569	\$55,660	\$56,774
Completion of trainee program	APS 3.1	\$57,789	\$58,945	\$60,124

SCHEDULE D – SUPPORTED SALARY FOR EMPLOYEES WITH A DISABILITY

1) 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.

2) Eligibility criteria

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

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

3) Supported wage rates

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

Assessed capacity	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

b. Provided that the minimum amount payable must be not less than \$81 per week.

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

4) Assessment of capacity

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

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

5) Review of assessment

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

6) Other terms and conditions of employment

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

7) Trial Period

- a. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- b. 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.
- c. The minimum amount payable to the employee during the Trial Period must be no less than \$81 per week.
- d. Work trials should include induction or training as appropriate to the job being trialled.
- e. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under (Schedule D) (Clause 4).

SCHEDULE E – DISTRICT ALLOWANCE

Location	Employee Without Dependents	Employee With One or More Dependents
Thursday Island*	\$8,014	\$10,686

This allowance is not payable where housing is provided. Annual district allowance calculated annually (1 July each year) based on Australian Bureau of Statistics (6401.0) Consumer Price Index Capital City Comparison for Brisbane.

Darwin District Allowance	Employee without dependent	Employee With One or More Dependents
On commencement of agreement	\$3,760	\$7,169
12 months from commencement of agreement	\$1,880	\$3,584
24 months from commencement of agreement	Not payable	Not Payable

This allowance will be phased out over the life of this agreement as prescribed in the table above.

Only one family member per household is entitled to claim district allowance.

Further details are contained in the Working at AFMA Policy.

SCHEDULE F - "AT SEA" PROVISIONS

Allowances for Casual Observers

a) At Sea Allowance (ASA) Observers

At sea allowance for Observers is a daily rate, calculated on an hourly basis at sea

	On Commencement	12 months from date of commencement	24 month from date of commencement
At sea allowance for Observers	\$233.15	\$237.81	\$242.57

NB: Observers do not have access to a separate Marine Travel Allowance payment.

The calculation for ASA Observer includes a provision for:

- 12 hours worked daily
- composite overtime rate
- adverse conditions component
- marine travel allowance.

b) TOIL – Observers

In recognition of the added rigours of working at sea for extended periods, casual observers will accrue TOIL at one day for every Saturday, Sunday or public holiday worked for uninterrupted trips longer than 20 days. TOIL accrual commences after the first 20 days at sea and must be taken as soon as practical after a trip has occurred. TOIL will not be paid out.

Allowances for Office Based Staff

a) Marine Travel Allowance (MTA) Office Based Staff

Marine Travel Allowance (MTA) is a non-taxable allowance which is payable where employees are performing duty at sea for more than 24 consecutive hours. MTA reimburses those travel costs associated with meals and incidentals and is updated on 1 July each year in line with Australian Taxation Office advice. MTA will consist of the maximum cost of incidentals plus 25% of the maximum food and meals. Where duty is for less than 24 hours, AFMA will reimburse the employee for any actual costs incurred for food and meals.

b) At Sea Allowance (ASA) Office Based Staff

The daily rate for office based staff (not undertaking observer duties) is calculated on an hourly basis at sea. Staff who work at sea may be eligible for at-sea allowance (ASA) as detailed below. ASA will not normally be paid where staff undertake short familiarisation trips or trips of less than 12 hours.

	Daily Rate On Commencement	Daily Rate 12 months from date of commencement	Daily Rate 24 month from date of commencement
At sea allowance for office based staff	\$127.78	\$130.33	\$132.94

Allowances for Fisheries Compliance Officers

Marine Conditions

Fisheries compliance officers who have to work at sea are eligible for special allowances and conditions of service as follows.

a) Marine Travel Allowance (MTA) Fisheries Compliance Officers

Marine Travel Allowance (MTA) is a non-taxable allowance which is payable where employees are performing duty at sea for more than 24 consecutive hours. MTA reimburses those travel costs associated with meals and incidentals and is updated on 1 July each year in line with Australian Taxation Office advice. MTA will consist of the maximum cost of incidentals plus 25% of the maximum food and meals.

Where duty is for less than 24 hours, AFMA will reimburse the employee for any actual costs incurred for food and meals where evidence is provided.

b) At Sea Allowance (ASA) Fisheries Compliance Officers

ASA is payable for each completed 12 hours at sea in recognition of the cramped physical and the environmental conditions involved in undertaking compliance duties on vessels and to compensate for the extra hours worked and the potential requirement for unusual hours. The rate payable for 24 hours is detailed in the table below.

ASA is not payable concurrently with the Land-Based Operation Allowance.

	On Commencement	12 months from date of commencement	24 month from date of commencement
At sea allowance	\$218.64	\$223.01	\$227.47

Annualised Salary for Fisheries Compliance Officers

All employees expected to go to sea for 50 days or more have the option of being paid 50 days At Sea Allowance (ASA) as an annualised amount paid on a fortnightly basis. Any days worked in excess of the set annualised amount (50 days) will be paid at the daily rate as they are worked. Employees who do not choose to be paid the annualised amount will be paid at the daily rate as they are worked.

Similarly, if an officer resigns from AFMA or moves to another APS agency during the year, the annualised amount will be acquitted on a pro-rata basis, and the difference paid by AFMA, or repaid by the officer.

SCHEDULE G – LAND BASED PROVISIONS

Domestic Operation Conditions (land-based operations)

Compliance operations that are not conducted “at sea” involve conditions and timeframes that are not normal in an office based environment. Accordingly, fisheries compliance officers who have to work on land-based operations (which may incorporate short trips on vessels of less than 12 hours as part of the operation) are eligible for special allowances and conditions of service as follows.

a) Land-based operations allowance (LBOA) (Fisheries Compliance Officers)

LBOA is payable for each completed 12 hours on domestic operation in recognition of the uncomfortable physical and environmental conditions involved in undertaking land-based operations and to compensate for the extra hours worked and the potential requirement for unusual hours.

The rate payable for 24 hours is detailed in the table below.

LBOA is not payable concurrently with the At Sea Allowance, Marine Travel Allowance, and restriction allowance, on call allowance or overtime.			
	Daily Rate On Commencement	Daily Rate 12 months from date of commencement	Daily Rate 24 month from date of commencement
Land-based operations allowance	\$163.40	\$166.67	\$170.00

SCHEDULE H – COMMUNITY LANGUAGE ALLOWANCE

An employee is eligible for community language allowance where the Agency Head determines that there is an identifiable and continuing operational need for the employee’s language skills in languages other than English and the employee’s language competence meets a recognised standard. Languages include, but are not limited to, Torres Strait Islander and Indonesian languages and Auslan or other forms of communication for the hearing impaired.

There are two levels of payment of the allowance as per the below table:

Level	Qualification/ Standard	On Commencement	12 months from date of commencement	24 month from date of commencement
Level 1	(i) Passes the National Accreditation Authority for Translators and Interpreters (NAATI) Language Aide Test; or (ii) Recognised level of competency to deliver client services in languages for which NAATI does not test	\$1,003	\$1,023	\$1,043
Level 2	(i) NAATI Para-professional interpreter and higher; or (ii) Recognised tertiary qualification in interpreting; or (iii) Recognised level of competency to deliver client services in ATSI languages	\$2,331	\$2,377	\$2,425

Community language allowance is an annual amount which is paid fortnightly. Community language allowance does not count for superannuation purposes.

SCHEDULE I – RESTRICTION AND ON CALL ALLOWANCE

Restriction Allowance

Restriction allowance is available to those employees who are required by AFMA to be restricted outside standard hours in order that they remain contactable by AFMA and other agencies by telephone, and be available for recall to duty at short notice, 24 hours a day.

Duty while restricted

APS 1-6 employees who are recalled to duty while restricted will be entitled to payment of overtime in accordance with this Agreement.

Where employees are recalled to the workplace, overtime payment will include travel time and employees will receive a minimum payment of three hours at the prescribed overtime rates.

Fisheries compliance officers will be entitled to restriction allowance where they are rostered on a patrol and the patrol is unexpectedly delayed and the length of the delay is unknown. The restriction allowance will start from 12 hours after a patrol is scheduled to leave until the patrol does leave port, or until the officer is notified by their manager that the patrol has been cancelled. Where the officer is advised of a revised definite date of departure and is not required to be on standby each day, they will not be eligible for restriction allowance.

The rate of restriction allowance that is payable is as follows:

Date of Effect	Daily Rate On Commencement	Daily Rate 12 months from date of commencement	Daily Rate 24 month from date of commencement
Monday to Friday, excluding public Holidays	\$50.36	\$51.36	\$52.39
Saturday and Sunday, excluding public holidays	\$102.27	\$104.31	\$106.40
Public holidays	\$152.62	\$155.68	\$158.79

Restriction allowance is paid for whole or half days only. Restriction allowance does not count for superannuation purposes.

On Call Allowance

On call allowance is available to those employees who are formally directed by AFMA to carry a phone and be contactable outside of normal working hours.

This allowance must have prior approval (specifying the timeframe for the on call requirements) by the Agency Head and is not payable in conjunction with the restriction allowance. On call allowance does not count for superannuation purposes.

The hourly rate of on call allowance that is payable is as follows:

On Commencement	12 months from date of commencement	24 month from date of commencement
\$2.28	\$2.33	\$2.38

APS 1-6 may be entitled to overtime where the duration of any one phone call/s totals more than 15 minutes on any one on call day. The minimum overtime period paid will be one hour per telephone call, however no additional overtime will be paid where an employee receives multiple calls within a one hour period.

Restriction allowance for shift workers

Restriction Allowance is available to shift workers who are required by AFMA to be on call between the hours of 22.00 and 07.00. Employees must be contactable by AFMA and other agencies by telephone, and be available for recall to duty at short notice.

The daily rate of restriction allowance that is payable for any restriction period that follows on from normal duty is as follows:

	Daily Rate On Commencement	Daily Rate 12 months from date of commencement	Daily Rate 24 month from date of commencement
Restriction allowance for shift workers	\$30.20	\$30.81	\$31.42

Duty while restricted (shift workers)

APS 1-6 employees who are recalled to duty while restricted will be entitled to payment of overtime in accordance with this Agreement.

Where employees are recalled to the workplace, overtime payment will include travel time and employees will receive a minimum payment of three hours at the prescribed overtime rates.

SCHEDULE J – DEFINITIONS

In this Agreement, unless a contrary intention is clear, the following definitions apply:

TERM	DEFINITION
Accrual date	The date on which leave entitlements accrue. An employee's accrual date will generally fall on the anniversary of his/her commencement with AFMA but may differ where prior service is recognised or if leave without pay has been utilised.
Accrual year	The period of 12 months following an employee's accrual date.
Adoption	Refers to the legal responsibilities as a parent for an adoptive child where the child: <ul style="list-style-type: none"> • is, or will be, under the age of 16 as at the day of their placement, or the expected day of placement, with the employee, and • has not, or will not have, lived continuously with the • employee for a period of 6 months or more as at the day of their placement, or the expected day of placement, with the employee, and • is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
AFMA	The Australian Fisheries Management Authority.
Agency Head	The person from time to time occupying or performing the duties of the position of Chief Executive Officer of AFMA or his/her delegate.
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.
Casual employees	Means non-ongoing employees who are employed under the <i>Public Service Act 1999</i> to perform duties that are irregular or intermittent for a specific period of time and/or are employed on an hourly on call basis as required by AFMA.
Core Business Hours	Employees are expected to be available in the offices during these hours with the exception of reasonable break times.
Defacto partner	The de facto partner of an employee: <p>(a) 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 (whether the employee and the person are of the same sex or different sexes); and</p> <p>(b) includes a former de facto partner of the employee.</p>
Disability Support Pension	Means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the <i>Social Security Act 1991 (Cth)</i> , as amended from time to time, or any successor to that scheme.

SCHEDULE J - DEFINITIONS

In this Agreement, unless a contrary intention is clear, the following definitions apply:

TERM	DEFINITION
Duty at Sea	Duty at sea is defined as the period when fisheries compliance officers board a patrol vessel for the purpose of heading to sea, until the time the patrol vessel is deemed to have completed the patrol and the fisheries officer disembarks.
Employee	A staff member employed with AFMA under the <i>Public Service Act 1999</i> . Provisions outlined in this agreement apply to all employees unless specified.
Family	A family is <ul style="list-style-type: none"> • a spouse or partner or a defacto partner of the employee irrespective of gender (including a former spouse or partner); and/or • a child (including an adopted child, a foster child a step-child, or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee; and/or • parent, grandparent, grandchild or sibling of the employee's spouse or partner; and/or • traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs. • significant person who was involved in the upbringing of either the employee or their partner.
Fixed period	A specified period of time which is defined prior to any arrangements taking place.
Foster care	Applies in relation to a child for whom the employee has assumed a fostering arrangement <ul style="list-style-type: none"> • By a person / organisation with statutory responsibility for the placement of the child; and • Where the child is not expected to return to their family.
Foster child	For Parental Leave purposes, means a child who is under 16 on the expected day of placement who has not lived with the employee for a continuous period of 6 months or more and is not a child (otherwise than because of the fostering arrangement) of the employee or the employee's spouse or de facto partner.
Immediate family for eligibility for emergency airfares assistance	Means the employee's partner, child, parent, sister or brother (including of the employee's partner).
Land based operations (LBOA)	The period when fisheries compliance officers commence duty at the place of operation, to the time when the operation concludes. Time spent travelling to and from the place of operation is not operational duty.
Manager	An employee's immediate supervisor and/or the manager of the employee's section.
Non-ongoing employee	Means an employee engaged under the <i>Public Service Act 1999</i> for a specified term or the duration of a specified task.

SCHEDULE J - DEFINITIONS

In this Agreement, unless a contrary intention is clear, the following definitions apply:

TERM	DEFINITION
Ongoing employee	Means an employee engaged under the <i>Public Service Act 1999</i> on an ongoing basis.
Pay period	Regular fortnight pay period.
Recognised emergency a body that has a role or function under a management body	a body that has a role or function under a designated disaster plan or fire-fighting, civil defence or rescue body; any other body a substantial purpose of which involves (i) securing the safety of persons or animals in an emergency or natural disaster (ii) protecting property in an emergency or natural disaster (iii) otherwise responding to an emergency or natural disaster.
Relevant minimum wage	Means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged.
Settlement period	the ordinary working days over which calculations are made to determine flex credit, flex debit carry over or TOIL limits i.e. 4 weeks over two consecutive pay periods.
Successful completion of the graduate program	Successful completion of the graduate program will include: Accreditation for Diploma in Government (or equivalent qualification as determined by the Agency Head), and Satisfactory rating in performance appraisals for each rotation.
Successful completion of the trainee program	Successful completion of the trainee program will include; Accreditation for Certificate in Government Administration (or equivalent qualification as determined by the Agency Head), and Satisfactory rating in performance appraisals for each rotation.
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 JobAccess website (www.jobaccess.gov.au).
SWS wage assessment agreement	Means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.
TOIL	Time off in lieu is approved leave for work performed in excess of ordinary time.
Transitory accommodation	Interim accommodation required either between legs of a flight where there is no connecting flight the same day, or overnight on a motor vehicle trip. Transitory accommodation is limited to 1 night per occasion and is not available for accommodation at the travel destination.