

APVMA  
ENTERPRISE AGREEMENT  
2017-2020

## Formal acceptance of the Agreement

By signing below, the parties to the Agreement signify their acceptance of its terms and conditions.

Signature: .....

Date: .....

**Kareena Arthy**  
Chief Executive Officer  
Australian Pesticides and Veterinary Medicines Authority (APVMA)  
C/- PO Box 6182  
Kingston ACT 2604

Signature: .....

Date: .....

**TBA**  
Acting Deputy Secretary  
Community & Public Sector Union (CPSU)  
1/40 Brisbane Avenue, Barton ACT 2600

## CONTENTS

<b>PART A: SCOPE OF THE ENTERPRISE AGREEMENT</b>	<b>5</b>
Title	5
Coverage	5
Duration	5
Delegations	5
Policies and Guidelines	5
Other Legislation	5
<b>PART B: WORKING TOGETHER</b>	<b>6</b>
Consultation	6
Staff Consultative Committee	7
Dispute Resolution	7
Support for Carers	8
<b>PART C: PERFORMANCE AND CAPABILITY</b>	<b>9</b>
Performance Framework	9
Study Encouragement	9
Casual Employees	9
Professional Memberships	9
Employee Assistance Program	9
<b>PART D: FLEXIBLE WORK ARRANGEMENTS</b>	<b>10</b>
Hours of Work	10
Flextime	10
Executive Level Flexible Working Arrangements	10
Part-time Employment and Job Sharing	11
Flexible Working Arrangement for Parents	11
Return to Work after Parental Leave	12
<b>PART E: LEAVE</b>	<b>13</b>
Portability of Leave	13
Annual Leave	13
Cancelled Leave	13
Purchased Leave	13
Christmas Closedown	14
Public Holidays	14
Long Service Leave	14
Maternity Leave	15
Adoption and Fostering Leave	15
Leave for Supporting Parents	15
Personal Leave	15
Compassionate Leave	16

Bereavement Leave	16
Emergency Services Leave	17
Jury Service Leave	17
Defence Reservists Leave	17
Miscellaneous Leave	17
Unauthorised Absence	17
Re-crediting Leave	17
<b>PART F: CLASSIFICATION AND REMUNERATION</b>	<b>18</b>
Rates of Pay	18
Payment of Salary	18
Salary on Engagement	18
Salary on Promotion	18
Salary on Movement	18
Graduates	18
Trainee APS Employees	19
Flexible Remuneration Packaging	19
Salary on Reduction	19
Junior Rates	19
Superannuation	19
Band 3 Grandfathering	20
Flexibility Clause	20
<b>PART G: PAYMENTS AND ALLOWANCES</b>	<b>21</b>
Higher Duties	21
Travel Assistance	21
Motor Vehicle Allowance	21
First Aid Allowance	21
On-call Allowance	21
Overtime/Emergency Duty	22
Meal Allowance	23
Relocation Assistance	23
Other Allowances	23
<b>PART H: SEPARATION</b>	<b>24</b>
Resignation	24
Redundancy	24
<b>Attachment 1—Rates of Pay</b>	<b>27</b>
<b>Attachment 2—Key Terms Defined</b>	<b>29</b>

# PART A

## SCOPE OF THE ENTERPRISE AGREEMENT

### 1 Title

1.1 This Agreement is called the APVMA Enterprise Agreement 2017-2020.

### 2 Coverage

2.1 This Agreement is made in accordance with section 172 of the *Fair Work Act 2009* (the FW Act).

2.2 This Agreement covers the Chief Executive Officer (CEO) of the APVMA on behalf of the Commonwealth of Australia and non-SES employees employed by the APVMA under the *Public Service Act 1999*, (the PS Act).

### 3 Duration

3.1 This Agreement will commence operation seven days following notification of approval from the Fair Work Commission, and nominally expires three years after the date of commencement.

### 4 Delegations

4.1 The CEO may delegate to or authorise a person to perform any of the CEO's powers or functions under this Agreement. Details are in the Human Resources Delegations document.

### 5 Policies and Guidelines

5.1 Policies, procedures and guidelines which support the operation of this Agreement may be varied from time to time. The APVMA will typically consult with employees for up to 14 days before any new policy, procedure or guideline, or variation to existing policies, procedures or guidelines, is implemented. Policies, procedures and guidelines apply in the form they are in at the time of any relevant action/decision. Any guidelines, policies and procedures referred to in this Agreement are not incorporated into, and do not form part of, this Agreement. A term of this Agreement prevails to the extent of any inconsistency with a guideline, policy or procedure.

### 6 Other Legislation

6.1 The parties to this Agreement acknowledge that employees covered by this Agreement are subject to the provisions of the following Acts (and regulations or instruments made under Acts) among others:

- *Public Service Act 1999*
- *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 and its successor*
- *Superannuation Act 1976*
- *Superannuation Act 1990*
- *Superannuation Act 2005*
- *Superannuation Productivity Benefit Act 1988*
- *Safety Rehabilitation and Compensation Act 1988*
- *Work Health and Safety Act 2011*
- *Privacy Act 1988*
- *Public Governance, Performance and Accountability Act 2013.*

# PART B

## WORKING TOGETHER

### 7 Consultation

7.1 This term applies if the APVMA:

- (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.

#### Major Change

7.2 For a major change referred to in paragraph 7.1:

- (a) the APVMA must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 7.3 to 7.9 apply.

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

7.4 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the APVMA of the identity of the representative the APVMA must recognise the representative.

7.5 As soon as practicable after making its decision, the APVMA 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 the employer 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.

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

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

7.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the APVMA, the requirements set out in paragraph 7.2 (a) and subclauses 7.3 and 7.5 are taken not to apply.

7.9 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 the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

## **Change to regular roster or ordinary hours of work**

- 7.10 For a change referred to in paragraph 7.1(b) the APVMA must notify the relevant employees of the proposed change and subclauses (7.11) to (7.15) apply.
- 7.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.12 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the APVMA of the identity of the representative the APVMA must recognise the representative.
- 7.13 As soon as practicable after proposing to introduce the change, the APVMA 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 the APVMA reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 7.14 However, the APVMA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.15 The APVMA must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 7.16 In this section relevant employees means the employees who may be affected by a change referred to in subclause 7.1.

## **8 Staff Consultative Committee**

- 8.1 Consultation on general employment and workplace relations matters (including on policies and procedures) will occur through the Staff Consultative Committee. The consultation period will typically be for a period of two weeks. The Staff Consultative Committee is not a decision making body.

## **9 Dispute Resolution**

- 9.1 If a dispute relates to a matter arising under the agreement or the National Employment Standards this section sets out procedures to settle the dispute.
- 9.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 9.3 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.
- 9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 9.5 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 the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the 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.

- 9.6 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 APVMA to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 9.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

## **10 Support for Carers**

- 10.1 APVMA will maintain a parenting and carers' room. Use of these facilities is subject to the Family Room Guidelines.



# PART C

## PERFORMANCE AND CAPABILITY

### 11 Performance Framework

- 11.1 All employees are required to actively participate in the APVMA Performance Management process.
- 11.2 Upon meeting agreed expectations, employees will be eligible for performance progression if they have:
- not breached the APS Values and Code of Conduct
  - achieved an end-cycle performance rating of 'meets expectations' or higher, and
  - completed the mandatory training requirements set out either in the APVMA Learning and Development strategy or contained within their Performance Plan.
- 11.3 The following progression will be available in accordance with the relevant performance rating:
- Exceeds Expectations—one increment plus 1% of salary, or 2% if salary has already reached the top increment
  - Meets Expectations—one increment, or 1% if salary has already reached the top increment
  - Requires Development—no increment and mandatory participation in the Performance Improvement Process (PIP-PEP)—(exclusion of new staff).
  - A mandated flooring provision of the percentage payment is \$600. All percentage payments are a one off lump sum payment only.
- 11.4 Performance progression payments (increments and/or percentage payments) will be made on completion of 12 months service.

### 12 Study Encouragement

- 12.1 Eligible employees may apply for Study Encouragement. Further information is in the APVMA's Study Encouragement Policy.

### 13 Casual Employees

- 13.1 Casual employees are entitled to a salary loading of 20% in lieu of access to paid leave on public holidays and all leave entitlements except long service leave, parental leave (if the employee is an eligible casual employee as defined by the Fair Work Act), two days unpaid carers leave per occasion, and three days unpaid compassionate and bereavement leave per each permissible occasion.

### 14 Professional Memberships

- 14.1 Where it is considered essential for the performance of duties the delegate will approve the funding of employee professional membership expenses.

### 15 Employee Assistance Programme

- 15.1 A confidential, professional counselling service is available to help employees resolve personal or work related problems. Details of how to access the Employee Assistance Programme are on the intranet.

# PART D

## FLEXIBLE WORK ARRANGEMENTS

### 16 Hours of Work

- 16.1 Ordinary hours of work for full-time employees are 7 hours and 21 minutes per day. This equates to a standard week of 36 hours and 45 minutes or 147 hours per four-week settlement period.
- 16.2 The span of hours during which an employee may work his or her ordinary hours is 7am to 7pm Monday to Friday. The span of hours may be varied in special circumstances by agreement between an employee and their Manager.
- 16.3 The standard hours of work are from 8.30am to 12.30pm, and 1.30pm to 4.51pm, Monday to Friday.
- 16.4 The core hours when an employee is required to be on duty are 9:30am to 12:00 noon and 2:00pm to 4:00pm. However, the core hours may be varied with the mutual agreement of the employee and their Manager.
- 16.5 No employee should work more than 10 hours per day, with the exception of approved overtime or approved work related travel. Employees should not work more than five consecutive hours without taking a break of at least 30 minutes.

### 17 Flextime

- 17.1 Employees at or below the APS 6 classification including part-time employees must use the flex scheme system to record their attendances and absences. Further information is available in the APVMA Flextime Policy.
- 17.2 A flextime settlement period is a period of four weeks. A maximum flextime credit of 22.5 hours can be accumulated and carried over from one flextime settlement period to the next.
- 17.3 The employee's Manager in recognition of the employee's contribution to meeting the APVMA's operational demands may approve a carry-over limit in excess of 22.5 hours for a full-time employee (or part-time equivalent) for one settlement period.
- 17.4 A maximum of 10 hours debit can be accumulated and carried over from one flextime settlement period to the next. Where an employee has accumulated a debit in excess of the allowable 10 hours (pro rata for a part-time employee) at the end of a settlement period, the excess hours will be treated as an unauthorised absence without pay.
- 17.5 An employee may, with prior approval from their Manager, take no more than three days off per settlement period utilising flextime credits.
- 17.6 An employee may be directed by their Manager to revert to specific hours of work for a specified time if their Manager assesses that operational requirements does not support flex accrual, work performance is unsatisfactory, or they have failed to comply with the flextime provisions.
- 17.7 If an employee has a flex debit upon leaving APVMA the debit will be treated as leave without pay. Flex credits will be paid out upon leaving APVMA up to the maximum credits as outlined in subclause 17.2.
- 17.8 An APS classification employee who is required to work over and above 7hrs 21 mins may be entitled to overtime where it has been pre-approved by the relevant delegate. The rates are set out in clause 59 of this Agreement.

### 18 Executive Level Flexible Working Arrangements

- 18.1 Employees at the Executive Level 1 and 2 classifications are covered by the APVMA's Executive Level Flexible Working Arrangements Policy.
- 18.2 Executive level employees play a significant role in the achievement of the APVMA's corporate objectives, and often have extra, irregular and non-ongoing demands placed upon them, including working beyond standard hours.
- 18.3 In recognition of this, remuneration for Executive Level employees includes consideration for unspecified ordinary and additional hours, and the increased expectations and contributions required.
- 18.4 Executive Level employees and their Managers are able to agree to flexible working arrangements subject to operational requirements, to enable them to manage their work and other commitments/interests while ensuring they meet the Executive Level expectations of their role.

- 18.5 Subject to prior discussion and agreement by their Manager, an Executive Level employee may be granted Time Off in Lieu (TOIL) where they have contributed additional productive effort, over and above the Executive level expectations of their role.
- 18.6 Managers and employees have a joint responsibility for managing workloads and working hours, to ensure operational requirements are met whilst having regard to the employee's personal circumstances.

## **19 Part-time Employment and Job Sharing**

- 19.1 A part-time employee is one whose ordinary hours of work are less than 147 over a four week period. Employees who job share will be classed as part-time.
- 19.2 Remuneration and other employment conditions are calculated on a pro-rata basis. For expense related allowances and allowances of a reimbursement nature part-time employees receive the same amount as full-time employees.
- 19.3 Either the employee or the APVMA can initiate proposals for part-time work. An employee will only move to part-time employment with the agreement of the CEO or delegate. The CEO or delegate will consider applications in light of personal requirements of the employee and the APVMA operational requirements. Further information regarding eligibility for part-time employment (as a form of flexible working arrangements) can be found in clause 20.1 of this Agreement.
- 19.4 Applications for part-time work will usually only be considered for an agreed fixed period. The pattern of working hours and any variations to the arrangements will be agreed in writing.
- 19.5 A part-time employee will revert to full-time employment at the end of the agreed period, unless a renewal is approved. A renewal application for part-time work must be received by the APVMA as soon as practicable before the conclusion of the part-time agreement. A part-time employee may revert to full-time at any time if the CEO or delegate agrees.
- 19.6 Where a full-time employee is permitted to work part-time for an agreed period, the employee will have a right to revert to full-time employment at the same level, at the conclusion of the agreed period.
- 19.7 Subclauses 19.3 to 19.6 only apply to full-time positions where employees request to work part-time and do not apply to ongoing part-time positions.
- 19.8 Employees working part-time will be entitled to single rate of pay for work undertaken for the difference between their standard day and 7 hours and 21 minutes, and thereafter, the overtime rate applicable to employees working full-time.

## **20 Flexible Working Arrangements**

- 20.1 Employees can request flexible working arrangements if they are the parent (or responsible for) a child who is school aged or younger, are a carer, have a disability, are 55 years or older, are experiencing family or domestic violence, or provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.
- 20.2 The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service.
- 20.3 A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:
- is a long term casual employee immediately before making the request, and
  - has reasonable expectation of continuing employment on a regular and systematic basis.
  - Note: 'long term casual employee' is defined at s.12 of the Fair Work Act.
- 20.4 A request made in accordance with sub clause 20.1 must be in writing and set out details of the change sought and the reasons for the change. The CEO will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.
- 20.5 For the purposes of this clause:
- 'qualifying service' means service that is recognised for redundancy pay purposes
  - 'casual' means an employee engaged on an irregular or intermittent basis.

## 21 Return to Work after Parental Leave

21.1 On ending parental, maternity, adoption or fostering leave, an employee is entitled to:

- return to the employee's pre-parental/maternity leave duties, or
- if those duties no longer exist—an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement, or
- request flexible work arrangements until their child is no longer of school age. Employers can refuse the request on reasonable business grounds.

21.2 For the purposes of this clause, duties means those performed:

- if the employee was moved to safe duties because of the pregnancy—immediately before the move, or
- if the employee began working part-time because of the pregnancy—immediately before the part-time employment began, or
- otherwise — immediately before the employee commenced maternity or parental leave.

# PART E

## LEAVE

### 22 Portability of Leave

- 22.1 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 recognised, provided there is no break in continuity of service.
- 22.2 Where an employee is engaged 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/carers leave (however described) will be recognised unless the employee received payment in lieu of those entitlements on termination of employment.
- 22.3 Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Agency Head may, at the employee's request, recognise any accrued annual leave and personal/carers leave (however described), provided there is no break in continuity of service. Any recognised Annual leave excludes any accrued leave paid out on separation.
- 22.4 For the purposes of this clause: 'APS employee' has the same meaning as the *Public Service Act 1999* and 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

### 23 Annual Leave

- 23.1 A full-time employee is entitled to 20 days paid annual leave which will accrue progressively. Annual leave accrues on a pro-rata basis for part-time employees. Annual leave counts as service for all purposes.
- 23.2 An employee with an accrued annual leave credit of 20 days or less may take some or all of their annual leave on half pay. This enables the employee to access twice as much annual leave when taken at half pay. A minimum of five consecutive working days must be taken.
- 23.3 Ongoing employees may cash out annual leave providing they maintain a minimum balance of 20 days or the equivalent if they are part-time employees. A written agreement must be made each time annual leave is cashed out.
- 23.4 An employee who elects to cash out annual leave will be paid at the rate of pay they would have received if the leave was taken.
- 23.5 Annual leave must be applied for in advance, unless the delegate is satisfied there are exceptional circumstances.

### 24 Cancelled Leave

- 24.1 Where an employee is recalled to duty while on approved annual leave (or equivalent), the employee will be re-credited with a period of annual leave equivalent to the standard hours of duty worked during the annual leave. Where an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from annual leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable from insurance or from any other sources, as determined by the CEO.

### 25 Purchased Leave

- 25.1 Employees may apply to purchase up to six weeks (30 days) additional leave per calendar year. Purchased leave must be utilised prior to annual leave credits once purchased leave has been processed.
- 25.2 If an employee purchases over four weeks leave they are required to take at least two blocks of five consecutive days.
- 25.3 If operational requirements or special circumstances prevent the employee from taking the purchased leave, the APVMA will refund any unused purchased leave at the end of the 12-month period. Details are in the APVMA's Purchased Leave Policy.

## 26 Christmas Closedown

- 26.1 APVMA ceases normal business from 25 December until the first working day following 1 January. During this period employees will not be required for duty for up to a maximum of two working days annually.
- 26.2 The APVMA will observe an additional day within the Christmas-New Year period.
- 26.3 The first closedown day will be a paid holiday and thus will not require deductions from an employee's accrued annual leave.
- 26.4 The second closedown day, employees will be required to deduct one day from accrued annual leave or utilise flextime/TOIL credits.
- 26.5 An APS1-6 employee who is required to work on either of those two days will be entitled to receive an overtime payment. Employees required to work on:
- The first closedown day will receive overtime plus the additional Time off Work (TOW) at single time to be used at an agreed later date.
  - The second closedown day will receive overtime and will not be required to utilise leave credits.
- 26.6 An employee required to be on call during the Christmas close down will be entitled to the 'On Call Allowance' as detailed in clause 58.

## 27 Public Holidays

- 27.1 Employees will be entitled to the following public holidays:
- New Year's Day (1 January);
  - Australia Day (26 January);
  - Good Friday;
  - Easter Monday;
  - Anzac Day (25 April);
  - 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);
  - Christmas Day (25 December);
  - Boxing Day (26 December);
  - 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.
- 27.2 If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 27.3 The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 27.4 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.
- 27.5 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).

## 28 Long Service Leave

- 28.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 28.2 The minimum period during which long service leave can be taken is seven calendar days at full pay or at least 14 calendar days at half pay, per occasion. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

## **29 Maternity Leave**

- 29.1 In accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*, an employee is entitled to up to 52 weeks' leave, inclusive of any paid leave entitlement for eligible employees.
- 29.2 An employee who is entitled to payment under the Maternity Leave Act is entitled to an additional two weeks of paid maternity leave under this agreement. At the employee's request, the CEO will approve spreading the payment for the period of absence over a maximum period of 28 weeks at a rate no less than half normal pay. When this arrangement is elected, any leave in excess of 14 weeks will not count as service for any purpose.
- 29.3 An employee returning from maternity leave is entitled to access part-time employment in accordance with the provisions of clause 19 of this Agreement.
- 29.4 In accordance with the FW Act an employee may, on completion of the initial 52 weeks' maternity leave provided for by the Maternity Leave Act, apply for a further 12 months unpaid leave to be taken immediately following the end of the available maternity leave period. Any unpaid leave does not count as service for any purpose.

## **30 Adoption and Fostering Leave**

- 30.1 An employee with 12 months continuous service in the APS who is the adoptive parent and primary carer of a newly adopted child (under 16 years at the day of placement) or the foster parent who has assumed long term responsibility by a permanent fostering arrangement is entitled to 14 weeks paid leave from the date of the placement of the child. Employees may elect to take all or part of this paid leave at half pay. Where an employee elects to take paid adoption and fostering leave at half pay a maximum of 14 weeks counts as service for all purposes. Adoption and fostering leave will be granted where the eligible employee has adopted a child under 16 years at the day of placement, who has not previously lived with the employee for a continuous period of six months or more, and who is not the child of the employee's partner. Details are in the APVMA's Parental and Adoption Leave Policy.
- 30.2 Adoption and fostering leave must be taken within a period commencing one week prior to the date of placement of the child and ceasing no later than six months after the date of the placement of the child.
- 30.3 Where both parents of the adopted or fostered child are employed by the APVMA, the maximum amount of paid leave that can be granted between the two employees is 14 weeks.
- 30.4 An eligible employee is entitled to 12 months unpaid leave for adoption and fostering purposes.
- 30.5 An eligible employee may apply for a further 12 months unpaid leave immediately following the end of the available adoption or permanent fostering arrangement leave period.

## **31 Leave for Supporting Parents**

- 31.1 Employees will be entitled to leave without pay for the purposes of caring for their newly born, newly adopted or fostered child. This will be known as 'parental leave'. Details are in the APVMA's Parental and Adoption Leave Policy.
- 31.2 Within 12 months of the birth, adoption or fostering of a child an employee who is the child's non-primary care giver and stands in a domestic or household relationship with the child is entitled to be granted two weeks paid parental leave, that can be elected to be taken as leave at half pay.
- 31.3 An employee may access up to two weeks additional leave on full pay from miscellaneous leave, that can be elected to be taken as leave at half pay.
- 31.4 The maximum period of 52 weeks is reduced by any period of leave taken under sub clauses 31.1 and 31.2.
- 31.5 In accordance with the FW Act an eligible employee may apply for a further 12 months unpaid leave immediately following the end of the available leave period.

## **32 Personal Leave**

- 32.1 Fulltime ongoing employees accrue 20 days paid personal leave for each 12 months of service. Part-time ongoing employees receive a pro rata credit based on their approved hours of work.
- 32.2 Fulltime ongoing employees new to the APS are credited with 20 days paid personal leave on commencement. Part-time ongoing employees receive a pro rata credit based on their approved hours of work.

- 32.3 Fulltime non-ongoing employees receive one month's personal leave (12.25 hours) pro-rata entitlement on engagement, and continue to accrue personal leave monthly on a pro-rata basis, based on 20 days for a full year of service. Part-time non-ongoing employees receive a pro rata credit based on their approved hours of work.
- 32.4 An employee is entitled to apply for personal leave in the following circumstances:
- personal illness or injury
  - to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
    - a personal illness, or personal injury, affecting the member, or
    - an unexpected emergency affecting the member.
- 32.5 Immediate family member means a spouse, ex-spouse, partner, parent, parent of a spouse, foster parent, step parent, guardian, grandparent, sibling, step brother, step sister, half brother, half sister, child, foster child, grandchild, step child of the employee or the employee's spouse, and a person of the employee's household.
- 32.6 If an employee is unexpectedly unable to attend work the employee or their representative should make a reasonable effort to notify the relevant Manager before 9.30am on the day of the absence. Applications for personal leave must be submitted on the first day following return to work.
- 32.7 Medical documentary evidence must be provided for all absences of more than three consecutive days duration, and in certain other circumstances as defined in the APVMA's Personal Leave Policy.
- 32.8 Medical certificates from registered health practitioners (refer Attachment 2-Definitions) will be accepted for the purpose of personal illness, injury or caring responsibilities.
- 32.9 Where it is not reasonably practicable to provide a medical certificate, a statutory declaration made by the employee will be accepted. Where a statutory declaration is made by the employee for personal leave due to illness or injury or for caring purposes, the statutory declaration must include:
- a statement to the effect that the employee has, is, or will be unfit for work during the period because of a personal illness or injury, or
  - a statement to the effect the employee is required to be absent for caring purposes, and
  - a statement outlining the reason/s why it was not reasonably practical for the employee to obtain medical documentary evidence from a registered health practitioner.
  - NOTE: a person who wilfully makes a false statement in a statutory declaration is guilty of an offence pursuant to the *Statutory Declarations Act 1959* and may be fined or jailed, or both.
- 32.10 Where an employee applies for personal leave for caring purposes, brief written evidence (for example a note of exclusion) from another authority (such as a health provider, school, kindergarten, or child care provider) stating that the employee's dependent requires care because of an illness or injury will be accepted.
- 32.11 Where an employee has an ongoing condition that requires requests for short-term personal leave absences, a written statement or letter from a registered medical practitioner referring to the condition and the medical requirement for short-term absences will be acceptable.
- 32.12 A manager may refuse personal leave, or request appropriate medical documentary evidence to support a current or future application for personal leave, where there is cause to believe that the reasons for such absences are not reasonable or legitimate. If a manager advises a staff member in writing that future applications for personal leave must be supported by medical documentary evidence, that staff member must support any future personal leave requests with such evidence unless advised otherwise in writing by the manager. Should suitable medical documentary evidence not be provided where a manager has advised in writing prior to the leave being taken that such evidence will be required, the absence will be regarded as leave without pay.

### **33 Compassionate Leave**

- 33.1 When a member of an employee's immediate family (refer clause 32.5) contracts or develops a personal illness, or sustains a personal injury that poses a serious threat to his or her life, the employee will be entitled to three days paid compassionate leave on each 'permissible occasion' on production of satisfactory evidence.

### **34 Bereavement Leave**

- 34.1 When a member of an employee's immediate family (refer clause 32.5) dies the employee will be entitled to three days paid bereavement leave on production of satisfactory evidence.



## **35 Emergency Services leave**

- 35.1 Employees may be entitled to paid leave to attend an emergency, including reasonable travel and recovery time, as a member of a State Emergency Service, fire-fighting service, search and rescue service or any other emergency volunteer service.
- 35.2 Employees may be entitled to unpaid leave to attend training activities, including reasonable travel and recovery time, directly linked to their membership or service in a community-based emergency volunteer service. Further information is available in the APVMA's Miscellaneous Leave Policy.

## **36 Jury Service Leave**

- 36.1 Employees will be entitled to paid leave to serve as a member of a jury (including jury selection). Further information is available in the APVMA's Miscellaneous Leave policy.

## **37 Defence Reservists Leave**

- 37.1 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.
- 37.2 An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year and an additional two weeks paid leave in the first year of ADF Reserve Service to attend recruitment or initial employment training, for the purpose of fulfilling service in the ADF Reserve.
- 37.3 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.
- 37.4 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.

## **38 Miscellaneous Leave**

- 38.1 The CEO 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 CEO considers to be in the interests of the APVMA, and having regard to operational requirements.

## **39 Unauthorised Absence**

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

## **40 Re-crediting Leave**

- 40.1 An employee who meets the requirements for personal leave, compassionate leave, bereavement leave, and emergency services leave while on annual leave, purchased leave, long service leave or approved flex leave and who produce satisfactory evidence may apply for that leave. Annual leave, purchased leave, long service leave and approved flex leave will be re-credited to the extent of the period of alternative leave granted.

# PART F

## CLASSIFICATION AND REMUNERATION

### 41 Rates of Pay

41.1 In recognition of the productivity gains to be achieved during the period of operation of this Agreement, rates of pay for all APVMA employees will be increased at each pay point of each classification as follows:

- 2% on commencement;
- 2% 12 months from commencement; and
- 2% 24 months from commencement.

41.2 Rates of pay by classification are set out in Attachment 1.

### 42 Payment of Salary

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

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

### 43 Salary on Engagement

43.1 A person who is new to the APS or an existing APS employee who is promoted to a job in APVMA will be paid at the minimum pay point of the relevant classification unless the CEO approves payment of a higher salary based on experience and/or qualifications and/or skills.

### 44 Salary on Promotion

44.1 On promotion, an employee's salary will be payable at the lowest pay point of the salary range attached to the higher classification, but will be at least 3% higher than their nominal APVMA salary immediately prior to promotion.

### 45 Salary on Movement

45.1 Unless the CEO determines otherwise, an existing APS employee moving to the APVMA at the same classification level whose current salary does not match an APVMA pay point for that classification and is below the maximum pay point in the APVMA for that classification will be paid at the next highest pay point within the range of that classification. Where the employee's salary is above the top increment point of the relevant range as stated at Attachment A the CEO may maintain that salary until it is absorbed by pay increases at that classification level, at which time the employee will move to the next increment point above their current salary, subject to meeting agreed performance expectations.

### 46 Graduates

46.1 Employees engaged as a APVMA Graduate or participants of the Indigenous Australian Government Development Program (IAGDP), will be paid an amount at the training classification of Graduate APS, as determined in accordance with Table 1. On successful completion of their respective graduate training program, graduates will be allocated an operational classification of APS 3 within the aforementioned table. Employees may be eligible for immediate broadband advancement to an APS 4 classification on the following conditions:

- a) Successful completion of the graduate or IAGDP program;
- b) Satisfactory performance;
- c) A suitable vacant APS 4 position is available.

Table 1:

Classification		Previous Salary	Salary on Commencement	Salary on first anniversary	Salary on second anniversary
Training Classification	Operational Classification				
	APS 4.4	71520	72950	74409	75898
	APS 4.3	69319	70705	72119	73562
	APS 4.2	67119	68461	69831	71227
	APS 4.1	64918	66216	67541	68892
Graduate APS	APS 3.1	57213	58357	59524	60715

## 47 Trainee APS Employees

- 47.1 The APVMA may engage a person as a Trainee APS (Administrative), or a Trainee APS (Technical).
- 47.2 A Trainee APS (Administrative) employee will be paid at the minimum salary point of APS 1 or such other salary point as the CEO determines. A Trainee APS (Technical) employee will be paid at the minimum salary point of APS 3 or such other salary point as the CEO determines.
- 47.3 When the CEO is satisfied that the course of training has been successfully completed, a Trainee APS (Administrative) or Trainee APS (Technical) Employee will be allocated a classification in accordance with the Classification Rules and the CEO will determine a salary within the applicable range.

## 48 Flexible Remuneration Packaging

- 48.1 Employees have access to flexible remuneration packaging in accordance with legislation and government policy. Employees may sacrifice up to 100% of their remuneration package for all agreed items as prescribed in the relevant Finance Procedures.
- 48.2 Where an employee takes up the option of salary sacrificing/packaging, the employee's salary for the purposes of superannuation, severance and termination payments, and any other purpose, will be determined as if the salary packaging arrangements had not occurred.
- 48.3 The employee must meet any fringe benefits tax incurred as a result of the salary packaging arrangement. The APVMA will meet reasonable, internal administrative costs of operating the salary packaging facility.

## 49 Salary on Reduction

- 49.1 An employee's classification may be reduced at the employee's request or if the CEO directs.
- 49.2 If an employee requests in writing or is directed to perform work at a lower classification level temporarily or permanently, the CEO will determine the salary rate at the lower classification level. The determination will reflect the employee's experience, qualifications and skills and the circumstances under which the reduction occurred.

## 50 Junior Rates

- 50.1 Junior rates of pay as a percentage of the APS 1 classification equivalent adult rate of pay will apply as follows:

Under 18 years	60%	At 18 years	70%
At 19 years	81%	At 20 years	91%

## 51 Superannuation

- 51.1 To facilitate the exercising of superannuation choice, the APVMA will ensure that all employees are fully informed about superannuation arrangements immediately on commencement or recommencement of employment.

- 51.2 The Public Sector Superannuation accumulation plan (PSSap) will be the default fund for eligible employees who do not choose a relevant superannuation fund to receive their superannuation contributions.
- 51.3 The APVMA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 51.4 Where employer contributions are to an accumulation superannuation fund the employer contribution will be 15.4% of the fortnightly superannuation contribution salary. This 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).
- 51.5 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.
- 51.6 The CEO 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 APVMA's payroll system.

## **52 Band 3 Grandfathering**

- 52.1 APVMA employees that were engaged at the Band 3 classification level on the day of 30 June 2007 will be entitled to continue progression as appropriate through the Band 3 Grandfathering salary structure outlined in Attachment

## **53 Flexibility Clause**

- 53.1 The CEO 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 the Agreement where the arrangement meets the genuine needs of the employee and agency and where the arrangement is genuinely agreed to by the CEO and the employee.
- a) The CEO must ensure that a flexibility arrangement agreed to under this clause is about permitted matters under section 172 of the FW Act;
  - b) does not include unlawful terms under section 194 of the FW Act;
  - c) results in the employee being better off overall than the employee would be if no arrangement was agreed to;
  - d) is in writing;
  - e) is signed by both the employee and the CEO, and, if the employee is under 18, is signed by their parent or guardian;
  - f) is able to be terminated by either the employee or the CEO giving not more than 28 days written notice, or at any time by agreement between the employee and the CEO in writing; and
  - g) is given to the employee within 14 days after it is agreed to.

# PART G

## PAYMENTS AND ALLOWANCES

### 54 Higher Duties

- 54.1 An employee who is reassigned duties at a higher non-SES classification level for a period of five consecutive working days or more will be paid a Higher Duties Allowance (HDA) equal to the difference between the employee's current base salary and pay point of the higher classification as determined by the CEO (delegate). The qualifying period of five consecutive working days may be reduced at the discretion of the CEO or delegate.
- 54.2 Where the employee will not be performing the full range of duties of the higher position, he or she may receive payment at a lower salary point nominated by the CEO or delegate.
- 54.3 An employee who is reassigned duties at a higher level in an SES position for a period of five consecutive working days or more will be remunerated at a salary level determined by the CEO.

### 55 Travel Assistance

- 55.1 An employee undertaking official travel will be entitled to an allowance in respect of accommodation, meal(s), and incidental expenses. The allowance will generally be paid by Electronic Funds Transfer, prior to the travel, provided the traveller provides at least five working days notice. Expenditure limits are adjusted annually in line with the rates issued by the Australian Taxation Office (ATO) and are available in the relevant Finance procedures.
- 55.2 Where the delegate is satisfied that the accommodation allowance is insufficient to provide accommodation of an appropriate standard the additional amount may be approved by the delegate. This standard is based on a three and a half star quality rating.
- 55.3 For part-day travel, which does not involve an overnight stay, employees travelling on official business for a period of 10 hours or more will be paid a part-day travel allowance of \$57.80. This allowance will be increased annually in July each year in line with the rates issued by the Australian Taxation Office (ATO).
- 55.4 Employees required to travel overseas for official purposes will be entitled to travel 'business class' or its equivalent, provided that the duration of the flight (i.e. the actual time actually elapsed from departure at the airport) exceeds four hours.
- 55.5 Employees are expected to utilise frequent flyer points acquired through APVMA travel to meet the costs of other APVMA related travel. Frequent flyer points accrued in the course of work related travel, is only to be used for work related travel.

### 56 Motor Vehicle Allowance

- 56.1 The CEO or delegate may authorise an employee to use a private vehicle for official purposes if it results in greater efficiency or less expense for APVMA. Details are available in the relevant Finance procedures.

### 57 First Aid Allowance

- 57.1 Employees who are appointed as First Aid Officers are required to hold a first aid qualification recognised by the APVMA and provide first aid consistent with the skills and knowledge they acquired from training. First Aid Officers will be entitled to payment of a first aid allowance of \$25.12 per fortnight. First aid qualifications recognised by the APVMA include a certificate of St John Ambulance Australia or the Senior First Aid Certificate of the Red Cross Society, Standard A, B or C.
- 57.2 This allowance will be updated in line with the percentage salary increase provided for in clause 41 of this Agreement.

### 58 On-call Allowance

- 58.1 In some circumstances it may be necessary for a Manager to place an employee On-call.
- 58.2 An employee who is On-call is required to be on duty, and be able to respond within 30 minutes of being contacted and prepared to commence duty without delay.

- 58.3 Unless otherwise approved by the Program Manager or CEO, On-call allowance is not available to Executive Level staff, or employees whose salary exceeds the minimum salary payable at the Executive Level 1 classification.
- 58.4 In recognition of the restrictions placed on an employee who is On-call, the employee will be paid an allowance at the following rates, whether or not they are required to perform duties while On-call:
- 7.5 per cent of the employee’s hourly rate of pay for each hour falling between 7.00pm and 7.00am Monday to Friday
  - 10 per cent of the employee’s hourly rate of pay for each hour falling between Friday 7.00pm and Monday 7.00am, and
  - 15 per cent of the employee’s hourly rate of pay for each hour on public holidays.
- 58.5 Where an employee is required to perform duties, not necessarily within the workplace, while On-call, he/she will be paid overtime payment provisions as detailed in clause 59. On-call allowance is not payable during the overtime period.
- 58.6 The Manager is responsible for determining whether an employee who is On-call is required to commence duties, and to report relevant details of the event to the employee’s manager.

## 59 Overtime/Emergency Duty

- 59.1 At the request of and with the prior approval of their Manager, employees at APS 1 to 6 inclusive may be required to work outside of ordinary hours. A request to work overtime must be reasonable and have regard to the employee’s personal circumstances.
- 59.2 Employees required to work outside of ordinary hours (beyond 7 hours 21 minutes in a day) are entitled to either payment of overtime or Time off Work (TOW), calculated at the same rate as overtime is paid. The Manager and the employee will agree which is to be used prior to the overtime being performed. Details on reviewing an operational decision are outlined in the Review of Actions Policy.
- 59.3 Due to the need to balance the health and safety of employees, overtime is not encouraged as a regular work practice.
- 59.4 Overtime rates—employees working fulltime will be entitled to the following rates of pay for overtime:

<b>Monday to Saturday</b>	Time and a half for the first three hours each day and double-time thereafter
<b>Sunday</b>	Double-time
<b>Public holiday</b>	Time and a half for duty within the prescribed normal hours and in addition to payment for the public holiday. Double-time and a half beyond the normal hours.
<b>Minimum payment for separate overtime attendances</b>	Where a period of overtime is not continuous with ordinary duty, (i.e. there has been a break of one hour or more) the minimum overtime payment is three hours at the relevant overtime rate.

Part-time employee refer to subclause 19.8.

- 59.5 Overtime is paid on the basis of hours worked, calculated to the nearest 15 minutes.
- 59.6 Overtime calculations will be based upon an employee's salary, before the application of any salary packaging arrangements.
- 59.7 Employees must have at least eight consecutive hours off duty between finishing overtime and commencing duty again, except in the case of emergency duty. There will be no deductions from the employee's pay, flex balance or leave credits where the eight hour break overlaps the ordinary hours of duty for the next working period.
- 59.8 Employees who are directed to resume or continue duties without having had eight consecutive hours off duty will be paid at the double ordinary time rates for the time worked until the required rest relief period occurs.
- 59.9 Employees at APS 1 to 6 inclusive, recalled to duty to meet an emergency, as determined by the APVMA, will be paid for the emergency duty at the rate of double time, and will be paid a minimum of three hours including reasonable travelling time.

## **60 Meal Allowance**

- 60.1 Meal allowance periods for employees who work through a normal mealtime while working overtime are between 12 noon to 2.00pm and 6.00pm to 7.00pm.
- 60.2 Meal allowance periods associated with emergency duty are between: 7.00am to 9.00am and midnight and 1.00am.
- 60.3 Employees will be entitled to a meal allowance payment of \$28.20 that will be adjusted annually in line with the rates issued by the Australian Taxation Office (ATO).

## **61 Relocation Assistance**

- 61.1 Where a person and their dependents are required to move from one locality to another for an APVMA position, the APVMA will provide assistance with meeting costs associated with the move. Further information is available in the APVMA's Relocation Policy.

## **62 Other Allowances**

- 62.1 The CEO may approve the payment of other allowances from time to time. Other allowances will be paid in the manner and circumstances determined by the CEO.
- 62.2 Should there be a change to staffing arrangements that results in employees being located in remote localities as defined in the Australian Public Service Enterprise Award 2015 the parties to this Agreement commit to developing and implementing an appropriate schedule of allowances.

# PART H

## SEPARATION

### 63 Resignation

63.1 An employee who wishes to resign must provide the APVMA with at least two weeks written notice prior to ceasing employment with the APVMA. An employee and their Manager may agree upon a shorter period of notice.

### 64 Redundancy

64.1 Redundancy entitlements are only available to excess employees (other than probationers and non-ongoing employees) in the following circumstances:

- the employee is included in a group of staff in the organisation, comprising a greater number than is necessary for the efficient and economical working of the organisation
- the services of the employee cannot be effectively used because of technological or other changes in the work methods of the organisation or structural or other changes in the nature, extent or organisation of the functions of the organisation, or
- the duties usually performed by the employee are to be performed at another locality and the employee does not wish to relocate to the new locality and the CEO has determined that the redundancy provisions of this Agreement apply to the employee.

64.2 The APVMA will advise any employees who are likely to become excess. Discussions will be held with the affected employee, and, if requested, their representative, to explain the reasons for redundancy. A one month (four week) period will be provided to the affected employee to consider the options including but not limited to:

- redeployment at level
- redeployment at a lower level, with salary maintenance in accordance with the retention periods outlined in subclause 64.18
- voluntary redundancy, and
- involuntary redundancy.

64.3 Where the APVMA offers an employee a voluntary redundancy, the employee will have one month within which to accept the offer. Where the offer is accepted the APVMA will not give notice of redundancy before the end of that one-month period, without the agreement of the employee.

64.4 Within that month an employee offered a voluntary redundancy will be given information on:

- amount of severance pay, pay in lieu of notice and payment of accrued leave credits
- amount of accumulated superannuation contributions
- taxation rules applicable to each form of payment, and
- level of assistance up to a maximum of \$550 for financial advice.

64.5 The APVMA may offer assistance of up to a total cost of \$1,100 for reimbursement of expenses incurred in seeking professional services such as personal counselling and job seeking, subject to approval in advance by the CEO or delegate.

64.6 Sub clause 64.4 and 64.5 entitlements may be varied on a case-by-case basis upon application subject to the delegate's approval.

64.7 Only one offer of voluntary redundancy will be made to an excess employee.

64.8 Where the offer is accepted, the CEO or delegate will provide the employee with four weeks (or five weeks for an employee over 45 with at least two years continuous service) notice of separation. The CEO or delegate and the employee may agree to the employee working a lesser period. Where a lesser period is agreed, the unexpired portion of the notice period will be paid out.

64.9 An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the CEO under s.29 of the *Public Service Act 1999* on the grounds that he/she is excess to the requirements of the agency, is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year



of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).

- 64.10 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- 64.11 The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
- 64.12 Where the CEO is satisfied that there is insufficient productive work available for the employee within the APVMA during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:
- The CEO may terminate the employee's employment under s29 of the *Public Service Act 1999*; and
  - Upon termination, the employee will be paid a lump sum comprising:
    - the balance of the retention period (as shortened for the National Employment Standards under subclause 64.19 (Retention periods) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
    - the employee's NES entitlement to redundancy pay.
- 64.13 The salary on which the redundancy severance benefit will be calculated will be the employee's salary on the date of redundancy including any allowances that count as salary and any higher duties allowance, providing that the allowance had been paid for a continuous period in excess of 12 months immediately preceding the date on which the employee is declared to be excess. The severance benefit will be calculated on a pro rata basis for any periods of service where an employee has worked part-time hours.
- 64.14 Service for the purpose of the redundancy severance benefits means:
- service in the APVMA
  - 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 has a controlling interest), which is recognised for Long Service Leave purposes
  - service with the Australian Defence Forces
  - service in another organisation where:
    - an employee was 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 APVMA, and
  - such service is recognised for Long Service Leave purposes.
- 64.15 For earlier periods of service to count as continuous service there must be no breaks between the periods of service, except where:
- The break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer, or
  - The earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
- 64.16 Any period of service which ceased by way of retrenchment; retirement on the grounds of invalidity, inefficiency or loss of essential qualifications, forfeiture of office, dismissal; termination of probation appointment for reasons of unsatisfactory service; or voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit, will not count as service for redundancy severance benefit purposes.
- 64.17 Absences from work, which do not count as service for Long Service Leave purposes, will not count as service for severance pay purposes.
- 64.18 An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention:
- 13 months where the employee has 20 years or more service or is over 45 years of age, or
  - 7 months for all other employees.
- 64.19 If an employee is entitled to a redundancy payment under the NES, the retention period at subclause 63.18 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).
- 64.20 The retention period commences on the day on which an employee is formally notified in writing that they are an

excess employee.

- 64.21 The retention period will not be extended by any periods of leave.
- 64.22 An employee may not be excess for a period greater than the maximum retention periods specified above.
- 64.23 Where an employee obtains other employment, (either internally or externally to the APVMA) they are no longer excess and subclauses 64.26 to 64.29 (Involuntary Redundancy) no longer apply.
- 64.24 Under the *Public Service Act 1999*, the CEO can reduce an excess employee to a lower classification with or without the employee's consent. Where such a reduction in classification of an excess employee occurs, the employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.
- 64.25 Where an employee is successful in obtaining an ongoing position at a lower level within the APVMA, before the end of the retention period, the employee will receive income maintenance payments for the remainder of the retention period. At the end of the retention period, the employee's salary will reduce to that applicable on the appointment to the new lower level position.
- 64.26 An employee who is made involuntarily redundant will have their employment terminated by the CEO under s.29 of the *Public Service Act 1999* on the grounds that they are excess to requirements.
- 64.27 An excess employee who is made redundant in accordance with this section will be eligible for payment of all accrued annual leave and long service leave calculated to the end of the retention period A 'payment in lieu of notice' period not worked by the employee that is exempt from accrual leave provisions may be negotiated between the delegate and the individual.
- 64.28 Where an excess employee is made redundant involuntarily, the CEO or delegate will give the employee four weeks' notice (or five weeks' notice for an employee over 45 with at least two years continuous service) of separation, to be served (as far as practicable) concurrently with the retention period.
- 64.29 The CEO or delegate will not make an employee involuntarily redundant where there is another employee doing the same work at the same level who is seeking voluntary retrenchment and the excess employee can demonstrate the same level of performance and expertise as the employee who is seeking voluntary retrenchment.
- 64.30 The APVMA may provide employees likely to be subject to the redundancy provisions of this Agreement with an accelerated separation option. This option provides, in addition to the redundancy severance benefit, a payment of four weeks' salary (or, if the employee has more than two years' continuous service and is over 45 years old, five weeks' salary) in lieu of any further consultation or notice of termination where the excess employee agrees to termination of employment, and the employment is so terminated within 14 days of receiving an offer of voluntary redundancy. The payments made under this clause are inclusive of any award or statutory entitlement to payment in lieu of notice.

## Attachment 1 – Rates of Pay

---

Classification and Increment	Before lodgement	On commencement 2%	12 months from commencement 2%	24 months from commencement 2%
------------------------------	------------------	-----------------------	-----------------------------------	-----------------------------------

APS 1				
1.1	46541	47472	48421	49390
1.2	47725	48680	49653	50646
1.3	48908	49886	50884	51902

APS 2				
2.1	51723	52757	53813	54889
2.2	53385	54453	55542	56653
2.3	55048	56149	57272	58417
2.4	56711	57845	59002	60182

APS 3				
3.1	57213	58357	59524	60715
3.2	59050	60231	61436	62664
3.3	61984	63224	64488	65778
3.4	64463	65752	67067	68409

APS 4				
4.1	64918	66216	67541	68892
4.2	67119	68461	69831	71227
4.3	69319	70705	72119	73562
4.4	71520	72950	74409	75898

APS 5				
5.1	73721	75195	76699	78233
5.2	77387	78935	80513	82124
5.3	79689	81283	82908	84567
5.4	80990	82610	84262	85947

APS 6				
6.1	83807	85483	87193	88937
6.2	86555	88286	90052	91853
6.3	89309	91095	92917	94775
6.4	92058	93899	95777	97693
6.5	93557	95428	97337	99283

<b>Classification and Increment</b>	<b>Before Lodge-ment</b>	<b>On commence-ment 2%</b>	<b>12 months from commencement 2%</b>	<b>24 months from commencement 2%</b>
-------------------------------------	--------------------------	----------------------------	---------------------------------------	---------------------------------------

<b>EL 1</b>				
EL 1.1	101410	103438	105507	107617
EL 1.2	104527	106618	108750	110925
EL 1.3	107830	109987	112186	114430
EL 1.4	111064	113285	115551	117862
EL 1.5	114197	116481	118811	121187

<b>EL 2</b>				
EL 2.1	119015	121395	123823	126300
EL 2.2	122685	125139	127641	130194
EL 2.3	126535	129066	131647	134280
EL 2.4	132954	135613	138325	141092
EL 2.5	136536	139267	142052	144893

<b>Grand Fathering</b>				
GF 5.1	73721	75195	76699	78233
GF 5.2	77387	78935	80513	82124
GF 5.3	79689	81283	82908	84567
GF 5.4	80990	82610	84262	85947

## Attachment 2 – Key Terms Defined

---

Agreement	The Australian Pesticides and Veterinary Medicines Enterprise Agreement 2016-2019.
APS	The Australian Public Service
APVMA	The Australian Pesticides and Veterinary Medicines Authority as represented by the CEO or delegate(s).
Casual employee	An APVMA employee engaged for duties that are irregular and intermittent.
CEO	Chief Executive Officer of the APVMA.
CPSU	Community and Public Sector Union.
Employee	A member of staff of the APVMA employed under the <i>Public Service Act 1999</i> and paid by the APVMA through the payroll system, whose employment is covered by this Agreement, whether they are employed on an ongoing, non-ongoing, full-time, part-time or casual basis.
Employer	The APVMA represented by the CEO or delegate(s).
Graduate	A Graduate APS employee.
Immediate family	With respect to compassionate and bereavement leave includes a spouse, ex-spouse, partner, parent, parent of spouse, foster parent, step parent, guardian, grandparent, sibling, step brother, step sister, half brother, half sister, child, foster child, grandchild, step child of the employee or the employee's spouse, and a person of the employee's household. 'Spouse' includes a de facto spouse, a former spouse or a former de facto spouse. "De facto spouse" means a person to the employee who lives with the employee as the employee's husband or wife on a genuine domestic basis although not legally married to the employee. 'Child' includes an adopted child, a stepchild, an ex-nuptial child, or an adult child
Manager	An employee who has operational responsibility for managing an employee or employees of the APVMA.
Non-ongoing employee	An employee engaged for a specific period, the duration of a specified task or duties that are irregular or intermittent, as defined by the <i>Public Service Act 1999</i> .
Non-SES employees	APVMA employees from the APS 1 classification up to and including EL2 classification.
Ongoing employee	Ongoing employment as defined by the <i>Public Service Act 1999</i> .
Parties to this Agreement	The APVMA, employees covered by this Agreement and any union party to this Agreement.
Registered Health Practitioner	Registered health practitioners include: <ul style="list-style-type: none"> <li>• Pharmacists;</li> <li>• Chiropractors;</li> <li>• Dentists;</li> <li>• Medical practitioners;</li> <li>• Midwives;</li> <li>• Nurses;</li> <li>• Optometrists;</li> <li>• Osteopaths;</li> <li>• Physiotherapists;</li> <li>• Podiatrists;</li> <li>• Psychologist; and</li> </ul>

	<ul style="list-style-type: none"> <li>Occupational therapists.</li> </ul>
Salary	The employee's annual rate of pay under this Agreement set in accordance with <a href="#">Attachment 1</a> of this Agreement.
SES	A Senior Executive Service employee under section 34 of the <i>Public Service Act 1999</i> .
Substantive	An employee's permanent classification level.
TOIL	Time off in Lieu.
TOW	Time off Work
Work Level Standard (WLS)	Describes the work of an employment group and the various work levels (classifications) within that group.