



**Australian Government**  

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**Professional Services Review**

**PROFESSIONAL SERVICES  
REVIEW**

**ENTERPRISE AGREEMENT**

**2016-19**

V3

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# Part 1—General Matters

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## 1. Scope

### 1.1 Title

This Agreement will be known as the Professional Services Review Enterprise Agreement 2016–2019 (the **Agreement**).

### 1.2 Coverage

- (a) This Agreement covers:
  - (i) the Director of Professional Services Review (**PSR**), being the person appointed under section 83 of the *Health Insurance Act 1973* (on behalf of the Commonwealth) (the **Director**); and
  - (ii) all non-Senior Executive Service (**SES**) employees of PSR employed under the *Public Service Act 1999* (the **PS Act**) (**Employees**).
- (b) A reference in this agreement to "the Employer" is a reference to PSR.

### 1.3 Commencement and duration

This Agreement will commence 7 days after approval by the Fair Work Commission, and will nominally expire 3 years after the date of commencement.

### 1.4 Policies and guidelines

- (a) This Agreement is supported by policies and guidelines as implemented and amended from time to time.
- (b) Employees must comply with PSR policies and guidelines. PSR policies and guidelines do not form part of this Agreement.
- (c) If there is any inconsistency between PSR policies and guidelines, and this Agreement, the express terms of this Agreement will prevail to the extent of the inconsistency.

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## 2. Delegations

- (a) The Director may, in writing, delegate or authorise a person within PSR to exercise any of the Director's powers or functions under this Agreement and may do so subject to conditions.
- (b) Where the Agreement implies that approval is necessary, or specifies that payment will be made or leave will be granted but a head of power is not specified, the Agreement should be read as meaning that the Director or delegate will provide approval prior to the action occurring.

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## 3. Individual flexibility arrangements

- (a) The Director and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (**IFA**) to vary the effect of any of the terms of this Agreement if:
  - (i) the IFA meets the genuine needs of PSR and the Employee; and

- (ii) the IFA is genuinely agreed to by the Director and the Employee.
- (b) The Director must ensure that the terms of the IFA:
  - (i) are about permitted matters under section 172 of the *Fair Work Act 2009* (**FW Act**); and
  - (ii) are not unlawful terms under section 194 of the FW Act; and
  - (iii) result in the Employee being better-off overall than the Employee would be if no arrangement was made.
- (c) The Director must ensure that the IFA:
  - (i) is in writing; and
  - (ii) includes the name of the Employer and Employee; and
  - (iii) is signed by the Director and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (iv) includes details of:
    - A. the terms of the Agreement that will be varied by the arrangement; and
    - B. how the arrangement will vary the effect of the terms; and
    - C. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (v) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- (d) The Director must give the Employee a copy of the IFA within 14 days after it is agreed to.
- (e) The Director or Employee may terminate the IFA:
  - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Director and the Employee agree in writing—at any time.

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#### **4. Notice of resignation or retirement**

- (a) The Director may terminate an Employee's employment with PSR by giving the period of notice required under the FW Act.
- (b) An Employee must provide the Director with at least 10 working days' notice of his or her resignation or retirement, unless:
  - (i) the Director and the Employee agree a shorter period; or
  - (ii) a longer period of notice is stipulated in the Employee's letter of engagement.
- (c) If an Employee does not provide notice in accordance with this clause, the Director may:

- (i) deduct from any monies payable to the Employee an amount equal to the salary payable during the unexpired portion of the notice; or
  - (ii) if the monies have already been paid to the Employee - recover that amount as a debt due to the Commonwealth.
- (d) If clauses 4(a) or 4(b) apply, PSR may at the Director's discretion elect:
- (i) to pay all or part of the notice period in lieu; and/or
  - (ii) direct the Employee to perform different or no duties during all or part of the notice period.
- (e) A non-ongoing or casual Employee will be required to provide notice of his or her intent to resign in accordance with the terms of his or her contract or letter of engagement.
- (f) Nothing in this Agreement prevents the Director from terminating the employment of an Employee for serious misconduct, without further notice or payment in lieu, subject to compliance with the procedures established by the Director for determining whether an Employee has breached the Code of Conduct under section 15 of the PS Act.

## Part 2—Workplace consultation and dispute resolution

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### 5. Consultation

#### 5.1 When this clause applies

- (a) This clause applies if PSR:
- (i) 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 its Employees; or
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) In this clause:
- "relevant Employees"** means the Employees who may be affected by a change referred to in subclause 5.1(a).

#### 5.2 Major change

- (a) For a major change referred to in paragraph 5.1(a)(i):
- (i) The Director must notify the relevant Employees of the decision to introduce the major change; and
  - (ii) subclauses 5.2(b) to 5.2(h) apply.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

- (ii) the Employee or Employees advise the employer of the identity of the representative,

PSR must recognise the representative.

- (d) As soon as practicable after making its decision, the Director must:

- (i) discuss with the relevant Employees:

- A. the introduction of the change; and
- B. the effect the change is likely to have on the Employees; and
- C. measures PSR is taking to avert or mitigate the adverse effect of the change on the Employees; and

- (ii) for the purposes of the discussion—provide, in writing, to the relevant Employees:

- A. all relevant information about the change including the nature of the change proposed; and
- B. information about the expected effects of the change on the Employees; and
- C. any other matters likely to affect the Employees.

- (e) The Director is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- (f) The Director must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

- (g) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of PSR, the requirements set out in paragraph 5.2(a)(i) and subclauses 5.2(b) and (d) are taken not to apply.

- (h) In this term, a major change is ***likely to have a significant effect on Employees*** if it results in:

- (i) the termination of the employment of Employees; or
- (ii) major change to the composition, operation or size of PSR's workforce or to the skills required of Employees; or
- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain Employees; or
- (vi) the need to relocate Employees to another workplace; or
- (vii) the restructuring of jobs.

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

- (a) For a change referred to in paragraph 5.1(a)(ii):



- (i) The Director must notify the relevant Employees of the proposed change; and
  - (ii) subclauses 5.3(b) to 5.3(f) apply.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee or Employees advise the employer of the identity of the representative,
 PSR must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the Director must:
  - (i) discuss with the relevant Employees the introduction of the change; and
  - (ii) for the purposes of the discussion—provide to the relevant Employees:
    - A. all relevant information about the change, including the nature of the change; and
    - B. information about what the Director reasonably believes will be the effects of the change on the Employees; and
    - C. information about any other matters that the Director reasonably believes are likely to affect the Employees; and
  - (iii) 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).
- (e) The Director is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (f) The Director must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

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## 6. Dispute Resolution

- (a) If a dispute relates to:
  - (i) a matter arising under this Agreement; or
  - (ii) the National Employment Standards,
 this term sets out procedures to settle the dispute.
- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) 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.

- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in 2 stages:
  - (i) 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
  - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - A. arbitrate the dispute; and
    - B. 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 FW 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 FW Act. Therefore, an appeal may be made against the decision.*

- (f) While the parties are trying to resolve the dispute using the procedures in this term:
  - (i) 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
  - (ii) an Employee must comply with a direction given by PSR to perform other available work at the same workplace, or at another workplace, unless:
    - A. the work is not safe; or
    - B. applicable occupational health and safety legislation would not permit the work to be performed; or
    - C. the work is not appropriate for the Employee to perform; or
    - D. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## **Part 3—Performance and development**

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### **7. Performance Agreements**

- (a) All ongoing and non-ongoing Employees (with contracts greater than six months) must have a Performance Agreement in place, signed by his or her supervisor.
- (b) Further information about how the PDS works can be found in the Performance Development Guidelines.

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## **8. Study assistance**

- (a) PSR encourages its Employees to undertake formal study in fields relevant to the achievement of its corporate goals.
- (b) Employees can apply for study assistance for a course of study that has been identified for that Employee through the PDS and which is recorded in their Individual Development Plan.
- (c) For more information on the administration of the study assistance, Employees should consult PSR's Study Assistance Policy.

## **Part 4—Remuneration**

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### **9. Payment of salary**

#### **9.1 Salary scales**

The rates of salary payable at each classification level are set out in Schedule 1.

#### **9.2 Salary paid fortnightly**

All PSR Employees will be paid fortnightly. The fortnightly pay will be calculated as annual salary multiplied by 12 and divided by 313.

#### **9.3 Salary payment**

PSR will make all salary payments by electronic funds transfer into a financial institution account of the Employee's choice.

#### **9.4 Salary increases**

Employees will receive the following salary increases during the nominal life of this Agreement:

- (a) **3 per cent** from the first full pay period following the commencement of this Agreement;
- (a) **2 per cent** from the first full pay period 12 months following the commencement of this Agreement; and
- (b) **1 per cent** from the first full pay period 24 months following the commencement of this Agreement.

#### **9.5 Part-time Employees**

Remuneration for part-time Employees will be calculated as a pro rata of the appropriate salary rate indicated at Schedule 1, based on the proportion of hours worked in comparison to full-time hours.

#### **9.6 Casual Employees**

For a non-ongoing Employee who undertakes irregular or intermittent duties, remuneration will be calculated on the actual hours worked, based on the appropriate salary rate as indicated at Schedule 1. Casual Employees will also receive a 20 per cent loading in lieu of paid leave entitlements, except for long service leave, and in lieu of public holidays on which the Employee is not rostered to work.

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## **10. Determination of salary**

### **10.1 Determination of salary on commencement or promotion**

Unless otherwise determined by the Director, salary on commencement or promotion will be payable in accordance with the following table:

<b>Type of movement and circumstance</b>	<b>Pay Point</b>
Promoted or engaged	Minimum pay point of the relevant salary range applicable to the classification
Promoted - where the Employee's former substantive salary was at, or above, the minimum pay point applicable to the new classification	The next highest pay point in the salary range
Transferred on an ongoing or temporary movement basis from another APS agency – and the salary aligns with a PSR pay point within the relevant classification	Salary is matched
Transferred on an ongoing or temporary movement basis from another APS agency – and the salary is above the minimum pay point, below the highest pay point, and not aligned with a PSR pay point within the relevant classification	The next highest pay point in the salary range
Transferred on an ongoing or temporary movement basis from another APS agency – and the salary is above the highest PSR pay point in the relevant classification.	Salary is matched and frozen until the highest pay point of the relevant salary range catches up

### **10.2 Promotion when temporarily performing duties**

Where the Employee has temporarily performed duties at the APS classification level of the promotion immediately before the promotion and attained a higher pay point in the range, the salary payable on promotion may be at the pay point attained.

### **10.3 Correction to salary on commencement**

The Director may determine the correct pay point to apply to an Employee's salary on commencement to correct any anomaly or misunderstanding that may have occurred.

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## **11. Salary advancement**

### **11.1 Ongoing Employees**

- (a) An ongoing Employee will be eligible for salary advancement to the next pay point within his or her substantive classification if the Employee:
  - (i) has performed duties at his or her substantive level or above, within PSR, for an aggregate of 6 months or more within the PDS cycle; and

- (ii) has achieved a rating of "fully effective" or better at the end of the PDS cycle.
- (b) Salary advancement within all classification levels will generally occur from the beginning of the first full pay period commencing on or after 1 August each year.
- (c) An Employee who does not meet the requirements for salary advancement will not be able to progress to another pay point within his or her classification salary range until the next salary review.

## **11.2 Non-ongoing Employees**

- (a) A non-ongoing Employee will be eligible for salary advancement if the Employee:
  - (i) has been engaged at the same classification to perform the same duties continuously for at least 6 months during the PDS cycle; and
  - (ii) has achieved a rating of "fully effective" or better at the end of the PDS cycle.
- (b) This clause does not affect the Director's discretion to determine a non-ongoing Employee's salary on commencement of each period of engagement.

## **11.3 Probationers**

An Employee on probation may be considered for salary advancement in the August following successful completion of his or her probation period.

## **11.4 Higher duties advancement**

- (a) An Employee in receipt of Higher Duties Allowance (**HDA**) (see clause 12.3) may be eligible for salary progression within the classification of the HDA if he or she has been temporarily assigned higher duties for an aggregate of 12 months or more during the preceding two years; or
- (b) Where HDA periods have been at different levels, progression will only occur to the HDA level closest to the Employee's substantive level, unless the Employee has acted for 6 months or more at a higher classification level.
- (c) Employees on short-term HDA remain eligible for advancement within their substantive classification level, subject to meeting the requirements of clause 11.1(a), or for non-ongoing employees clause 11.2(a), and if they are not at the top of the salary range.

## **11.5 Employees on leave**

An Employee who has taken leave during the PDS cycle will be eligible for advancement only if they meet the requirements of clause 11.1. For the avoidance of doubt, any period of leave does not count towards the 6 month qualifying period referred to in paragraph 11.1(a)(i).

## **11.6 Advancement following review**

Where an Employee has sought review of his or her assessment under the PDS and the review is subsequently upheld, salary advancement will occur from the appropriate August advancement date.

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## **12. Reassignment of duties**

### **12.1 Temporary reassignment of duties**

The Director may temporarily reassign an Employee to other duties including to duties at a higher or lower classification, providing such duties are:

- (a) within the limits of the Employee's training, skill and competence; and
- (b) consistent with PSR's classification structure and standards.

### **12.2 Salary on reduction**

- (a) The Director may determine the salary for an Employee temporarily reassigned duties at a lower classification.
- (b) Any determination must:
  - (i) be in writing;
  - (ii) if the Employee's salary is to be reduced to the salary applicable to the lower classification:
    - A. be agreed to by the Employee; and
    - B. specify the period for which the lower salary will apply.
- (c) Paragraph (b)(ii) does not apply to decisions the Director may make in relation to breaches of the APS Code of Conduct or underperformance.

### **12.3 Periods of temporary reassignment at a higher level attracting Higher Duties Allowance**

- (a) An Employee assigned to temporarily perform duties at a higher classification for a continuous period of at least 10 working days will be eligible for HDA.
- (b) The HDA is the salary applicable to the lowest pay point for the higher temporary classification. The Director may approve the HDA at a higher pay point within the temporary classification having regard to the Employee's experience, skills and qualifications.
- (c) Payment of the HDA will commence once the period of temporary assignment reaches or exceeds 10 days and will be backdated to the commencement of the temporary assignment.
- (d) The pay point attained through salary advancement in previous periods of HDA at that classification level will be at least maintained.

### **12.4 Payment of HDA for partial performance at a higher level**

- (a) An Employee temporarily assigned to partially perform duties of a position at a higher classification may be eligible for HDA at the Director's discretion.
- (b) The Director may approve payment at a pay point between the Employee's pay point at their substantive classification and the lowest pay point of the higher temporary classification.

- (c) For the purposes of approving any HDA under this clause, the Director and Employee will agree in writing the duties that the Employee will perform and not perform, prior to the commencement of the temporary assignment.

**12.5 HDA and the PDS**

- (a) Where an Employee has been temporarily assigned duties of a higher classification, including for short periods, the performance of those duties will be taken into account in an Employee’s annual PDS reviews.
- (b) A new PDS is required where periods of reassignment are for 3 months or more.

**12.6 Public holidays or leave whilst on HDA**

- (a) An Employee will continue to receive HDA:
  - (i) during any period of paid leave; and
  - (ii) on public holidays observed by the Employee.
- (b) If the period of paid leave is paid at less than full pay, payment of the HDA will be on a pro rata basis.
- (c) HDA will not be paid beyond the date on which the Employee would have ceased the temporary assignment had he or she not been absent on leave.

**13. Supported wages**

**13.1 Eligibility**

Employees who are eligible for a supported salary are those who:

- (a) are unable to perform the range of duties to the work level required for the classification level for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity; and
- (b) meet the impairment criteria test for a Disability Support Pension.

**13.2 Supported wage rates**

- (a) The following supported wage rates will apply:

<b>Assessed Capacity</b>	<b>% of prescribed salary</b>
10% *	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%

90%

90%

*\*Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.*

- (b) The minimum amount payable must not be less than \$82 per week, or such other amount as is determined by the Fair Work Commission.

### **13.3 Other employment conditions**

An Employee in receipt of supported wage rates is entitled to the same terms and conditions of employment as other Employees covered by this Agreement, on a pro rata basis.

### **13.4 Assessment of capacity**

- (a) For the purpose of establishing the percentage of the salary rate to be paid to an Employee covered by this clause, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System (**SWS**) and documented in an assessment instrument.
- (b) Assessment instruments will include the assessment of the percentage of the salary rate payable to the Employee, and will be agreed and signed by both the Employee and the Director.
- (c) PSR will lodge assessment instruments with the relevant Government body.
- (d) The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the SWS.

### **13.5 Workplace adjustment**

PSR will make reasonable adjustments to the workplace for Employees covered by this clause to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

### **13.6 Trial period**

- (a) In order to allow for an adequate assessment of the Employee's capacity to be made, PSR may employ a person under these provisions for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (b) During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship determined.
- (c) The minimum wage payable during the trial period will not be less than the amount applicable in clause 13.2(b).
- (d) Where PSR and the Employee wish to establish a continuing employment relationship following completion of the trial period, a further contract of employment will be entered into based on the outcome of the assessment under clause 13.4.

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## **14. Salary packaging**

- (a) Employees may package up to 50 per cent of their salary (and allowances payable as salary). The Director may determine circumstances where packaging greater than 50 per cent can occur.



- (b) Further information may be found in the PSR's Salary Packaging Policy.
- (c) Where Employees take up the option of salary packaging, the Employee's salary for purposes of superannuation, redundancy and termination payments, and for any other purposes, will be determined as if the salary packaging arrangements had not occurred.
- (d) Any fringe benefits tax incurred by PSR as a result of the salary packaging arrangement will be met by the individual Employee.

## Part 5—Allowances and reimbursements

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### 15. Reimbursements

- (a) PSR may, at the Director's discretion, reimburse an Employee for expenses incurred in the course of his or her employment.
- (b) An Employee must provide evidence of any expenditure, to the satisfaction of PSR, before being entitled to be paid a reimbursement.
- (c) Reimbursements do not count as salary for any purpose.

#### 15.2 Workplace responsibility allowance

- (a) An allowance of \$26 per fortnight is payable to an Employee who accepts one or more of the following roles:
  - (i) First Aid Officer
  - (ii) Health and Safety Representative
  - (iii) Workplace Harassment Contact Officer
  - (iv) Fire Warden

(the **Workplace Responsibility Allowance**).
- (b) Part Time Employees who are eligible to receive the Workplace Responsibility Allowance will be paid on a pro-rata basis according to their hours of work.
- (c) Employees on a graduated return to work program who are eligible to receive the Workplace Responsibility Allowance will be paid on a pro-rata basis according to their hours of work.
- (d) The Workplace Responsibility Allowance will not be paid during absences exceeding one week, including periods of paid leave, except as required by legislation.
- (e) An Employee will not be paid the Workplace Responsibility Allowance more than once under this clause, even if they undertake multiple roles.
- (f) One or more deputies may be appointed for each of the roles but a deputy will only receive payment of the Workplace Responsibility Allowance when the Employee with primary responsibility is absent from the workplace for a period of five (5) working days or more.
- (g) An Employee who receives a Workplace Responsibility Allowance must achieve and maintain any necessary qualifications and attend training as required.

- (h) Allowances are included as salary for superannuation purposes in accordance with superannuation legislation.

### **15.3 Overtime meal allowance**

- (a) Where an APS 1-6 Level Employee is required to work overtime:
  - (i) for a period of 3 hours or more Monday to Friday (except public holidays); or
  - (ii) for a period of 8 hours or more on a weekend or public holiday, he or she will be paid an overtime meal allowance.
- (b) The amount of the meal allowance will be \$25.80.

### **15.4 Professional association costs**

PSR will pay professional association membership costs and/or accreditation or registration fees, and any associated professional development and training costs, or other fees for Employees currently in a position undertaking duties or responsibilities that require professional skills, and the maintenance of membership of the relevant professional association, accreditation or registration.

### **15.5 Parking**

- (a) PSR will provide parking for all Level 2 Executive Managers.
- (b) PSR will provide pre-paid parking cards to allow on-going and non-ongoing staff (excluding casuals) to use public parking in the Canberra Airport Area, or such other available parking in the event PSR Offices are relocated.
- (c) The card must be returned to PSR on termination of employment. PSR may request that lost cards must be replaced at the Employee's expense.

## **Part 6 Working Hours**

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### **16. Hours of work**

#### **16.1 Ordinary hours**

The ordinary hours of work for attendance and flex-time purposes for full-time Employees are 150 hours over a four-week period. This equates to an average of 7 hours and 30 minutes per day.

#### **16.2 Standard hours**

- (a) Standard hours within PSR are 9:00 am to 5:00 pm, Monday to Friday, with a minimum 30 minute lunch break.
- (b) PSR's core hours are 10:00am to 12:00 noon and 2:00pm to 4:00pm, Monday to Friday. Core hours is the period of time during the day when the Employee will perform their duties unless absent with the prior agreement of the Director, which may include a regular working from home arrangement.
- (c) The hours for a part-time Employee are as stated in the Employee's Part-time Work Agreement.

### 16.3 Bandwidth

- (a) The bandwidth of hours in which an Employee may work are 7.00 am to 7.00 pm Monday to Friday.
- (b) The Director may approve a request from an Employee for the Employee to work his or her required hours outside the bandwidth, subject to operational requirements. Any hours worked on this basis will be considered required hours and not attract overtime.

### 16.4 Record of attendance

All Employees are required to maintain an accurate record of their attendance including commencement, break and finish times and records of their leave or absences. An APS1-6 Employee must use a PSR flex-sheet. Executive Level Employees can make another arrangement with the agreement of their Unit Manager.

### 16.5 Emergency and restriction duties

- (a) Where the Director determines that an APS1-6 employee should remain contactable and able to perform additional duties, an allowance of \$25 per day will be payable.
- (b) Where the APS 1-6 Employee is required to perform emergency duty outside their required working hours, the Employee is entitled to receive an emergency duty allowance if:
  - (i) they are called on duty to meet an emergency at a time when the Employee would not ordinarily have been on duty; and
  - (ii) no notice was given to the Employee prior to ceasing duty.
- (c) The time for which payment will be made will include necessary time spent travelling to and from the workplace, where the Employee is required to attend the workplace to perform the duty.
- (d) Emergency duty will be paid at the following rates:

Emergency Duty	Rate	Minimum period
Emergency duty at the workplace	Double time	2 hours (inclusive of travel time)
Emergency duty without attendance at workplace	Double time	1 hour
Emergency duty at the workplace on a Public Holiday	Double time and a half (outside standard hours)  Time and half (during standard hours)	2 hours
Emergency duty without attendance at workplace on a Public Holiday	Double time and a half (outside standard hours)  Time and half (during standard hours)	1 hour

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## 17. Regular part-time work

- (a) All ongoing and non-ongoing Employees may, by agreement with the Director, work less than full-time hours. An Employee will not be required to convert from full-time to part-time hours without her or his agreement.
- (b) Standard hours for part-time Employees will be recorded in a Part-time Work Agreement. An Employee may, with the agreement of the Director, vary the agreed hours of work.
- (c) Part-time Employees are eligible to accrue flex-time for the duty performed in excess of the agreed hours over the settlement period.
- (d) Salary, benefits and allowances for Employees who work part time will be calculated on a pro rata basis, being the appropriate percentage of the salary, benefits and allowances applying to full-time Employees.
- (e) A part-time work arrangement is usually valid for a minimum period of one month and a maximum period of 12 months after which time an Employee will need to reapply.
- (f) The Director may agree to periods of less than one month to meet short-term or emergency situations.
- (g) The part-time work arrangement will continue until the specified expiry date unless the Director and the Employee agree in writing to vary or terminate it.
- (h) If a full-time Employee initiates part-time work, the Employee will have the right to revert to full-time employment:
  - (i) at the expiry of the agreed period; or
  - (ii) as otherwise agreed, as operational requirements permit.

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## 18. Flex-time scheme—APS level Employees

### 18.1 Flex-time

- (a) Flex-time is a system of flexible working hours which enables Employees and supervisors/managers to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to Employees, PSR and stakeholders.
- (b) Flex-time is available to all Employees at the APS1-6 Levels.
- (c) Employees must record their actual attendance on a PSR flex-sheet.
- (d) For the purpose of this Agreement:

**"Settlement Period"** is the four-week period commencing on a payday Thursday.

**"flex-debit"** is the difference between the actual time worked by an Employee and his or her ordinary hours

**"flex-leave"** refers to the time taken by an Employee to use his or her flex-credits.

## 18.2 Flex-Credit

- (a) Time worked in excess of ordinary hours may be accumulated to be carried over to the next Settlement Period (**flex-credit**).
- (b) An Employee may not carry over more than 30 hours flex-credit at the end of any Settlement Period, unless:
  - (i) the Employee has brought the matter to the attention of their supervisor/manager prior to the end of the Settlement Period;
  - (ii) the supervisor/manager and the Employee have put in place a strategy to reduce the flex-credit below 30 hours prior to the end of the next Settlement Period; and
  - (iii) the supervisor/manager has approved the carry-over of the flex-credits.
- (c) The Director will ensure that Employees are not continuing to build excessive flex-credits without the opportunity to access flex-leave within a reasonable period.
- (d) If:
  - (i) an Employee has approval to carry over excess flex-credits to the following Settlement Period; and
  - (ii) the Employee is unable to access flex-leave for operational reasons during that Settlement Period to reduce his or her flex-credits to 30 hours or less,

the Employee may request that flex-credits exceeding 30 hours be cashed out at ordinary rates. This will be considered by the Director on a case by case basis.

## 18.3 Flex-debit

- (a) Employees may carry over a maximum of 15 hours flex-debit at the end of any Settlement Period.
- (b) An Employee with more than 15 hours flex-debit at the end of a Settlement Period must apply for Leave Without Pay or Annual Leave for the period in excess of 15 hours, or negotiate a suitable arrangement with their Unit Manager.

## 18.4 Flex balances at cessation

- (a) An Employee and his or her supervisor or manager should take all reasonable steps to reduce the Employee's flex-credit or flex-debit balance before the Employee ceases employment with PSR.
- (b) The Director may, in accordance with the Resource Management Framework, deduct an amount equal to the salary payable for the outstanding flex-debit on cessation from monies otherwise payable to the Employee, with the consent of the Employee, or recover that amount as a debt due to the Commonwealth.

## 18.5 Reversion to standard hours

- (a) The Director may direct that flex-time does not apply to an Employee or a team:
  - (i) where there is insufficient work;
  - (ii) due to operational requirements;

- (iii) where an Employee does not adhere to the flex-time requirements; or
  - (iv) where the Director reasonably considers the Employee's attendance is unsatisfactory.
- (b) Where the Director has given a direction under clause 18.5(a), an Employee must not accrue flex-credits.
- (c) Access to flex-time arrangements will be restored where the Director is satisfied that the circumstances warranting the direction under clause 18.5(a) no longer apply.

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## **19. EL TOIL—Executive level Employees**

### **19.1 General**

- (a) Flex-time is not available to Executive Level Employees.
- (b) Executive Level Employees will be required, as senior professionals responsible for delivering key work outputs, to work variable work hours and on occasion to work over and above required working hours. The salary provisions for Executive Level Employees are considered to be appropriate compensation for the reasonable additional hours that may be worked.

### **19.2 EL TOIL**

- (a) The Director may grant access to Time Off in Lieu (**EL TOIL**) to an Executive Level Employee who has, owing to operational requirements, worked hours in excess of reasonable additional hours. EL TOIL allows for short-term absences, including full-day absences, with the prior agreement of the Director. EL TOIL is not an hour-for-hour arrangement.
- (b) EL TOIL arrangements should be discussed between the Director and the Employee in advance of the Employee working hours in addition to reasonable additional hours.
- (c) In determining the EL TOIL arrangements, the Director will determine what constitutes reasonable additional hours for the Employee.
- (d) Access to EL TOIL will be subject to operational requirements and the needs and preferences of the affected Employee.
- (e) EL TOIL cannot be cashed out.

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## **20. Rest break**

- (a) Without specific approval, Employees should not commence work on any day without having at least eight hours (plus reasonable travelling time) minimum break from the previous day's work, including any overtime worked.
- (b) Where the Director requires an Employee to resume or continue work without having had a minimum rest break, the Employee—if eligible to receive overtime payments — will be paid at double time for the hours worked until he or she has had an eight-hour break.
- (c) Where all or some of the Employee's minimum break occurs during standard hours he or she will not lose pay for the absence during standard hours.

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## **21. Public holidays**

- (a) Employees will be entitled to public holidays in accordance with the FW Act.
- (b) If under a state or territory law a day or part day is substituted for one of the public holidays an Employee is entitled to, then the substituted day or part day is the public holiday.
- (c) The Director 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.
- (d) An Employee is entitled to be paid when absent on a public holiday, provided they would normally work on that day.
- (e) Where a public holiday falls during a period when an Employee is absent on leave (other than Annual or paid Personal 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 (**LSL**) on half pay, payment is on half pay).

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## **22. Christmas closedown**

- (a) PSR will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- (b) Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their required hours of work. Where an Employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on LSL half pay, payment is on half pay).
- (c) There will be no deduction from Annual or Personal Leave credits for the closedown days.

## **Part 7—Leave**

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### **23. General conditions**

#### **23.1 Attendance and Leave Policy**

Information about leave entitlements and taking leave can be found in PSR's Attendance and Leave Policy for all leave types described in this Part of the Agreement.

#### **23.2 Absences on compensation leave**

Where an Employee is absent on Compensation Leave the Director is required to consult with the Rehabilitation Case Manager before approving applications for other forms of leave which may interfere with the return to work program.

#### **23.3 Donating blood**

PSR recognises the importance of and supports Employees in the practice of blood donation. Employees donating blood during working hours are not required to complete a leave application or to take flex leave, but are regarded as being on duty for the period of their absence.

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## 24. Recognition of prior service or portability of leave

- (a) Where an employee moves into the Agency (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/carer's leave (however described) will be transferred, provided there is no break in continuity of service.
- (b) Where an employee is engaged in the Agency 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 cessation of employment.
- (c) For the purposes of this clause:
  - (i) 'APS employee' has the same meaning as the *Public Service Act 1999*.
  - (ii) 'Parliamentary service' refers to engagement under the *Parliamentary Service Act 1999*.

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## 25. Unauthorised absences

- (a) Employees must advise their manager or supervisor as soon as practicable of their absence or intention to be absent, and preferably by no later than 10.00am on the day of any absence.
- (b) Where an Employee is absent from duty without approval (including failing to notify work of an absence as per clause 25(a)) or reasonable grounds:
  - (i) all pay and other benefits provided under this Agreement will cease to be available until the Employee resumes duty; and
  - (ii) the Employee will be treated as on unauthorised absence without pay.
- (c) All periods of unauthorised absence, regardless of duration, do not count for service for any purpose.
- (d) Any amounts paid to an Employee as a result of an unauthorised absence are overpayments and PSR will seek to recover those amounts.
- (e) Where an Employee is overpaid an amount of salary or other benefits during their employment (including receipt of their salary during an unauthorised absence), the overpayment will be recovered in accordance with PSR's Accountable Authority Instructions.

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## 26. Payment on separation

- (a) Payment in lieu of unused Annual Leave credits will be made to an Employee on separation from the APS where the Employee does not wish to utilise those credits prior to separation. LSL credits will be paid out in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976 (the LSL Act)*.
- (b) Where an Employee dies whilst in employment, or the Director has directed that an Employee is presumed to have died on a particular date whilst in employment, the Director will, subject to legal requirements, authorise a payment of the amount to which the former Employee would have been entitled had the Employee ceased employment by resignation or retirement. LSL credits will be paid out in accordance with the LSL Act.



- (c) Where an Employee has been overpaid an amount of salary or other benefits that remains owing at the date of separation, the overpayment will be recovered from the Employee's final pay in accordance with PSR's Accountable Authority Instructions. If there are insufficient funds to cover the amount owing, the balance of the overpayment will become a debt due and owing to the Commonwealth.
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## **27. Annual leave**

### **27.1 Entitlement**

- (a) Full-time Employees are entitled to 150 hours' (20 working days) paid Annual Leave for each 12 months of completed service. Annual Leave for full-time Employees accrues progressively during a year of service according to the Employee's ordinary hours of work.
- (b) Part-time Employees will accrue Annual Leave calculated on a pro rata basis in accordance with the hours they work.
- (c) An Employee who receives compensation under the *Safety, Rehabilitation and Compensation Act 1988 (SRC Act)* for more than 45 weeks accrues Annual Leave credits on a pro-rata basis based on the hours worked.
- (d) Unused Annual Leave will accumulate.
- (e) Further information on annual leave is available in the Attendance and Leave Policy.

### **27.2 Recalled to duty**

Employees recalled to work whilst on Annual Leave will:

- (a) have that period of work, including any reasonable travel time required to undertake the work as determined by the Director, re-credited to their Annual Leave balance; and
- (b) be reimbursed for any reasonable expenses incurred, as determined by the Director, as a result of being recalled to duty.

### **27.3 Cashing out of annual leave**

- (a) An Employee may cash out excess Annual Leave entitlements provided that the Employee's remaining Annual Leave after cashing out is not less than 150 hours (20 working days).
- (b) Each cashing out of a particular amount of Annual Leave must be by a separate agreement in writing with the Director. The Employee will be paid the full amount that would have been paid to the Employee had the Employee taken the leave that is cashed out.
- (c) The Director will not approve requests to cash out leave unless the Employee has taken at least 3 weeks (112.5 hours full-time equivalent) Annual Leave in the 12 months immediately preceding the request to cash out leave.

### **27.4 Requirement to take annual leave**

- (a) Employees will be encouraged to take regular leave and as such will be expected to not accrue more than 300 hours (or the equivalent of two years' credits) of Annual Leave.

- (b) Where an Employee has more than 300 hours (or the equivalent of two years' credits) of Annual Leave on 1 October, the Director may direct the Employee to take Annual Leave to reduce the credit to no more than 300 hours (or the equivalent of two years' credits) within a period determined by the Director.

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## **28. Personal/Carer's leave**

### **28.1 Entitlement to paid Personal/Carer's Leave**

- (a) Full-time ongoing Employees will be credited with 135 hours (18 days) of paid Personal/Carer's Leave on the commencement of their employment in the APS. Thereafter, full-time Employees will accrue 135 hours Personal/Carer's Leave per year, accruing at a rate of 11.25 hours per calendar month.
- (b) The entitlement for part-time Employees is calculated on a pro rata basis in accordance with the hours they work.
- (c) Unused credits are cumulative and Employees will have access to Personal/Carer's Leave entitlements as they accrue.
- (d) Unused Personal/Carer's Leave will not be paid out on termination of employment.
- (e) An Employee who receives compensation under the SRC Act for more than 45 weeks accrues Personal Leave credits on a pro-rata basis based on the hours worked.

### **28.2 Taking paid Personal/Carer's Leave**

- (a) An Employee must notify his or her supervisor of the need to take paid Personal/Carer's Leave. Further information is available in PSR's Attendance and Leave Policy.
- (b) The Director may require an Employee to provide supporting documentation of any paid Personal/Carer's Leave taken by the Employee. Further information is available in PSR's Attendance and Leave Policy.

### **28.3 Accrual for non-ongoing Employees**

- (a) Full-time non-ongoing Employees are entitled to 135 hours (18 days) Personal/Carer's Leave per year, which accrues progressively during a year of service according to the Employee's ordinary hours of work.
- (b) The entitlement for part-time Employees is calculated on a pro rata basis in accordance with the hours they work.
- (c) If a non-ongoing Employee with PSR becomes an ongoing Employee after a period of continuous employment of less than 12 months, an entitlement of 135 hours' Personal/Carer's Leave will be granted on engagement, less any days already used under clause 28.3(a) in the preceding non-ongoing period.

### **28.4 Entitlement to Unpaid Carer's Leave**

Casual Employees and Employees who have exhausted their paid Personal/Carer's Leave are entitled to two days' unpaid Carer's Leave for each permissible occasion as defined by the FW Act.

## **28.5 Personal leave on other forms of leave**

Employees who are medically unfit or are required to undertake carer's responsibilities for more than one day while on other forms of paid leave (with the exception of Parental Leave), and who produce acceptable evidence, may apply for Personal/Carer's Leave. Leave will be re-credited to the extent of the period of Personal/Carer's Leave granted.

## **28.6 Extended absences**

- (a) An Employee may be granted Personal/Carer's Leave at half-pay instead of full-pay in extraordinary circumstances arising from her or his illness, injury or medical condition. If Personal/Carer's Leave is granted at half-pay, the entitlements to leave days are doubled accordingly. Such leave counts as service for all purposes.
- (b) The Director may grant unpaid Personal Leave for caring purposes under the provisions of miscellaneous LWOP where the absence is over an extended period or the Employee has exhausted all paid Personal Leave credits.
- (c) An Employee who is unfit for work and has exhausted all paid Personal/Carer's Leave credits may be granted Personal Leave without pay, Annual Leave (at full or half pay), Purchased Leave or LSL (subject to the minimum LSL provisions).
- (d) An Employee absent on Personal/Carer's Leave:
  - (i) due to personal illness for a period greater than two weeks; or
  - (ii) for a total period of one year's accrual, or 135 hours, over a six month period; or
  - (iii) where the continued or cumulative absence is equal to, or greater than, 13 weeks,

may be directed to attend an examination by a nominated medical practitioner as defined in Public Service Regulation 3.2 to establish fitness for continued duty.

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## **29. Invalidity retirement**

### **29.1 Personal Leave credits to be exhausted**

An Employee will not, without the Employee's consent, be retired on invalidity grounds before the Employee's full-pay Personal Leave credit has been exhausted, unless provided by legislation.

### **29.2 Reappointment after invalidity retirement**

An Employee who has his or her APS employment terminated on the grounds of invalidity, and is subsequently re-engaged as a result of action taken under the *Superannuation Act 1976* or the *Superannuation Act 1990*, is entitled to be credited with Personal Leave equal to the balance of Personal Leave at the time of termination.

### **29.3 War service sick leave**

- (a) Employees may be eligible to be granted war service sick leave while unfit for duty because of a war or defence caused condition.
- (b) A war or defence caused condition means an injury or disease of an Employee, as provided by the relevant legislation, as amended from time to time, to be a war-caused or defence-caused injury or disease, or a service injury or a service disease.

- (c) Eligible Employees will accrue a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.
- (d) The special credit must be used before the annual credits. Where an Employee's war service sick leave credits have expired, personal leave provisions will apply.
- (e) Approval of a grant of war service sick leave will be subject to the provision of a medical certificate stating the nature of the medical condition and a statement from the Department of Veterans' Affairs stating the medical condition is a war or defence caused condition.
- (f) Leave that counts as service for personal leave purposes will count as service for war service sick leave purposes.

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## **30. Long service leave (LSL)**

- (a) An Employee is eligible for LSL in accordance with the LSL Act.
- (b) The minimum period during which LSL can be taken is seven (7) calendar days at full pay or fourteen (14) days at half pay.
- (c) LSL cannot be broken with other periods of leave, except as otherwise provided by legislation.

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## **31. Other leave**

### **31.1 Community service leave**

- (a) Employees will be entitled to paid leave for the purposes of engaging in community service activities, including jury service and emergency management activities, as per section 108 of the FW Act.
- (b) For the purposes of this clause, leave for emergency management purposes encompasses leave for required regular training, all emergency services responses, reasonable travel and rest time and ceremonial duties.

### **31.2 Bereavement and compassionate leave**

- (a) Employees will be entitled to two days' paid Compassionate Leave per occasion where a member of the Employee's immediate family, household, close friend as determined by the Director, partner or a person who is clearly dependent on the Employee for care:
  - (i) contracts or develops a life-threatening personal illness; or
  - (ii) sustains a life-threatening personal injury.
- (b) Employees will be entitled to three days' paid Bereavement Leave per occasion where a member of the Employee's immediate family or household dies.
- (c) An Employee may be asked to provide evidence to support his or her absences on Compassionate Leave or Bereavement Leave.
- (d) Leave under this clause may be taken as a single period of two/three consecutive days (as applicable), or in any separate period agreed between the Employee and the Director.

- (e) Bereavement and Compassionate Leave may be granted where clause 31.2(a) or 31.2(b) are satisfied while the Employee is on Annual Leave, Purchased Leave or LSL.

### **31.3 Cultural leave**

The Director may grant leave to Employees for ceremonial, religious and other cultural purposes associated with their culture or ethnicity as follows:

- (a) up to two days leave with pay each year for indigenous Employees to participate in NAIDOC Week activities or other cultural or ceremonial events; and
- (b) up to three months unpaid leave each year under the miscellaneous leave provisions to fulfil cultural obligations. This leave will not count as service for any purpose.

### **31.4 Miscellaneous leave**

- (a) The Director may, having regard to the personal circumstances of the Employee and the operational needs of PSR, grant an Employee paid or unpaid miscellaneous leave.
- (b) Miscellaneous leave without pay may, or may not, count as service for any purpose, as determined on a case by case basis by the Director.

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## **32. Purchased leave**

### **32.1 Entitlement**

- (a) Employees may purchase from five (5) to 20 working days additional Annual Leave each financial year.
- (b) The Director must approve requests for purchased leave, having regard to operational needs and the personal circumstances of the Employee, including family responsibilities.
- (c) Purchased Leave counts as service for all purposes.

### **32.2 Taking Purchased Leave**

- (a) The Employee must provide the Director with six months' notice of Purchased Leave requests, although this requirement may be waived by the Director at his or her discretion. Employees do not have to exhaust other leave entitlements before requesting Purchased Leave.
- (b) The Employee's salary for superannuation purposes is his or her salary as if they had not Purchased Leave.

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## **33. Parental leave**

### **33.1 Paid Maternity Leave**

- (a) Maternity leave is available to an Employee for her absence from the workplace on the birth of her child, or from an earlier date of confinement.
- (b) Employees will be entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (the **ML Act**), including access to up to 12 weeks paid maternity leave. The 12 weeks paid leave will count as service for all purposes.

### **33.2 Additional four weeks Maternity Leave**

An Employee eligible for paid Maternity Leave will receive an additional four weeks leave with pay (inclusive of public holidays) to be taken immediately following the period of paid Maternity Leave provided under the ML Act, to count as service for all purposes.

### **33.3 Maternity leave at half pay**

The Director may approve spreading the payment for the 16 week period of absence over a period of up to 32 weeks, at a rate no less than half normal salary. Only the first 16 week period will count as service.

### **33.4 Special Maternity Leave**

For a pregnancy-related illness, PSR Employees are entitled to access Special Maternity Leave provisions as outlined in the FW Act. Special Maternity Leave is Leave Without Pay and will count as service where such leave does not exceed a period of four weeks.

### **33.5 Adoption leave**

- (a) An Employee is entitled to 16 weeks paid Adoption Leave (including public holidays) if:
  - (i) the Employee has at least 12 months continuous service with the APS;
  - (ii) the Employee is adopting a child under 16 years of age; and
  - (iii) the Employee will be the primary carer for the child.
- (b) An Employee may take paid Adoption Leave at half-pay, up to a maximum of 32 weeks.
- (c) Adoption Leave is available from one week before the date of placement of the child.
- (d) An Employee who does not have at least 12 months of continuous service, as recognised under the ML Act, is eligible to apply for Adoption Leave, but only without pay.
- (e) Documentary evidence of the adoption must be provided to support the application for leave.
- (f) For the purposes of this clause, child has the same meaning as in the FW Act.

### **33.6 Foster carer's leave**

- (a) An Employee is entitled to 16 weeks paid Foster Carer's Leave (including public holidays) if:
  - (i) the Employee has at least 12 months continuous service with the APS;
  - (ii) the Employee is fostering a child under 16 years of age; and
  - (iii) the Foster Carer's Leave is to allow the parent to fulfil long-term fostering obligations.
- (b) To be eligible for paid Foster Carer's Leave, an Employee must have assumed long-term obligations for a child under a permanent fostering arrangement following placement:

- (i) by a person / organisation with statutory responsibility for the placement of the child; and
  - (ii) where the child is not expected to return to his or her family.
- (c) The 16 weeks paid leave counts as service for all purposes.
  - (d) An Employee may take paid Foster Carer's Leave period at half-pay, up to a maximum of 32 weeks. The period beyond the first 16 weeks will not count as service.
  - (e) Foster Carer's Leave is to commence within six months of the placement of the child.
  - (f) An Employee who does not have at least 12 months of continuous service, as recognised under the ML Act, is eligible to apply for Foster Carer's Leave, but only without pay.
  - (g) If an Employee:
    - (i) takes a period of paid Foster Carer's leave; and
    - (ii) subsequently adopts the foster child,
 the Employee is not eligible for adoption leave for the same child.
  - (h) For the purposes of this clause, child has the same meaning as in the FW Act.

### **33.7 Supporting partner leave**

- (a) Employees will be entitled to two weeks paid Supporting Partner Leave (including public holidays), to be taken within 12 months of the birth, adoption or long-term fostering of a child, if:
  - (i) the Employee will have responsibility for the care of the child; and
  - (ii) the Employee is otherwise ineligible for Maternity Leave (under the ML Act), Adoption Leave or Foster Carer's Leave.
- (b) The 2 weeks leave counts as service for all purposes.
- (c) Supporting Partner Leave can also be taken at half-pay, up to a maximum of 4 weeks. If leave is taken at half pay, only 2 weeks of leave will be counted as service.

### **33.8 Parental leave without pay**

- (a) Eligible Employees will be entitled to unpaid Parental Leave for a period up to a maximum of two years (except for Employees covered by the ML Act, to the extent that the ML Act is more beneficial). This leave must be taken within a period of two years commencing on the day of birth of the child or the day the Employee assumes responsibility for an adopted or foster child.
- (b) The maximum period of two years is subject to operational requirements and includes periods of other Parental Leave, including Maternity Leave, Adoption Leave, Foster Carer's Leave or Supporting Partner Leave.
- (c) A period of unpaid Parental Leave does not count as service for any purpose.

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## **34. Australian defence force (ADF) reserve leave**

- (a) 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.
- (b) An Employee is entitled to ADF Reserve Leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required; such as:
  - (i) during the Employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements;
  - (ii) 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, to enable the Employee to undertake training as a member of the ADF Reserves.
- (c) Employees are not required to pay their tax-free ADF Reserve salary to PSR in any circumstances.
- (d) ADF Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.
- (e) Eligible Employees may also apply for Annual Leave, LSL, LWOP, top-up pay or they may use flex-time or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- (f) Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

## **Part 8—Redeployment and redundancy**

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### **35. Excess Employees and Redeployment**

#### **35.1 Application**

This clause 35 does not apply to non-ongoing Employees, casual Employees or Employees on probation.

#### **35.2 Notification of Excess Employees**

When the Director becomes aware that an Employee has become potentially excess or is excess, and agrees the relevant process to apply (redeployment or redundancy), the Employee will be advised in writing as soon as practicable and provided with relevant details and information.

#### **35.3 Redeployment (potentially Excess Employee)**

- (a) A period of redeployment will usually be for one month, to allow redeployment opportunities to be pursued further, unless:
  - (i) the Director determines that a longer period will apply in accordance with the intent of the APS Redeployment Policy; or



- (ii) the Employee requests and is granted an extension of the redeployment period by the Director.
- (b) The principles within the APS Redeployment Policy will be applied in determining whether a longer potentially excess period is appropriate.
- (c) The Director and the Employee may agree to shorten the redeployment period, if requested by the Employee.

### **35.4 Support during redeployment**

During the redeployment period PSR will take reasonable steps to find alternative employment for the Employee, including considering potentially excess or excess Employees for internal vacancies before external advertising is undertaken.

### **35.5 Reclassification during redeployment (including income maintenance)**

- (a) The Director may decide to reclassify an Employee during the redeployment period, at a lower classification, as a means of securing alternative employment for the Employee where:
  - (i) the Employee has been declared excess, or
  - (ii) a potentially excess Employee with their consent
- (b) If reclassification is to occur, the Employee will be advised in writing of the decision, including relevant details, and provided with two weeks to respond.
- (c) Where an Employee is reclassified, the Employee will continue to be paid at the classification level which applied to the Employee immediately prior to reclassification, for a maximum period of seven months.

### **35.6 Redundancy (Excess Employees) notification**

Where the Director has decided to declare an Employee excess and commence the redundancy process, the Employee will be advised in writing including relevant details, and provided with one month to respond. The one month period may be shortened or waived at the request of the Employee, if the Director agrees.

### **35.7 Financial advice**

Reimbursement of up to \$1,000 may be claimed on production of receipts to obtain career counselling and/or financial advice during this one month period.

### **35.8 Date of effect of termination**

- (a) Where an Employee is made redundant, details of the date of effect of termination and notice period will be provided to the Employee as soon as practicable. Payment of salary will continue until the conclusion of the notice period, even if termination occurs prior to this at the request of the Employee. For the avoidance of doubt, the notice period on termination for redundancy is the same as for other PSR initiated terminations (refer to clause 4(a)).
- (b) An excess Employee will be entitled to reasonable time off with pay to attend necessary employment interviews during the notice period.

### **35.9 Redundancy pay**

- (a) An excess Employee whose employment is terminated by the Director on excess grounds will be paid a sum equal to two weeks salary for each completed year of

continuous service (subject to the provisions at clause 35.10 and 35.11) plus a pro-rata payment for each completed month of service since the last completed year of service, subject to any minimum amount the Employee is entitled to under the National Employment Standards.

- (b) The minimum sum payable as redundancy pay will be four weeks salary, and the maximum will be 48 weeks salary. Redundancy pay will be calculated on a pro-rata basis where the Employee has worked part-time hours during the period of service and has less than 24 years full time service.
- (c) For the purposes of calculating redundancy pay “**Salary**” will be the Employee’s base salary, adjusted pro-rata for any periods of part-time work, including:
  - (i) any allowance which applies to the Employee immediately before redundancy occurs and which is paid during periods of annual leave; and
  - (ii) HDA, where the Employee has been acting at a higher level for a continuous period of 12 months or more.

### **35.10 Service for severance pay**

- (a) Service for severance pay purposes means:
  - (i) service in PSR;
  - (ii) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - (iii) service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
  - (iv) service with the Australian Defence Forces;
  - (v) APS service immediately preceding deemed resignation under repealed section 49 of the Public Service Act 1922, if the service has not previously been recognised for severance pay purposes;
  - (vi) service in another organisation (excluding the ACT Public Service) where:
    - A. an Employee moved from the APS to that organisation with a transfer of function;
    - B. an Employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS; such service is recognised for long service leave purposes.
    - C. ACT Public Service for persons who were compulsorily transferred to the ACT Public Service on its establishment as a separate Service on 1 July 1994 and who subsequently rejoined the APS.
- (b) For earlier periods of service to count there must be no breaks between the periods of service, except where:

- (i) 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
- (ii) 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 repealed section 49 of the Public Service Act 1922.

### **35.11 Service not to count**

- (a) Having regard to clause 35.10, any period of service that ceased:
  - (i) by way of any of the grounds for termination specified in section 29 of the PS Act (including any additional grounds prescribed in the PS Regulations); or
  - (ii) on a ground equivalent to any of these grounds; or
  - (iii) through voluntary retirement at or above the minimum retiring age applicable to the Employee; or
  - (iv) with the payment of a redundancy benefit or similar payment or an employer financed retirement benefitwill not count as service for severance pay purposes.
- (b) Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

### Schedule 1 – PSR Pay Rates and Classification System

Classification Levels	Current Pay Levels \$	Year 1 3% \$	Year 2 2% \$	Year 3 1% \$
EL2.5	131,953	135,912	138,630	140,016
EL2.4	127,892	131,729	134,363	135,707
EL2.3	123,833	127,548	130,099	131,400
EL2.2	113,780	117,193	119,537	120,733
EL2.1	106,701	109,902	112,100	113,221
EL1.4	106,351	109,542	111,732	112,850
EL1.3	104,527	107,663	109,816	110,914
EL1.2	100,210	103,216	105,281	106,333
EL1.1	95,248	98,105	100,068	101,068
APS6.5	88,555	91,212	93,036	93,966
APS6.4	84,754	87,297	89,043	89,933
APS6.3	83,174	85,669	87,383	88,256
APS6.2	79,037	81,408	83,036	83,867
APS6.1	75,382	77,643	79,196	79,988
APS5.3	71,976	74,135	75,618	76,374
APS5.2	69,909	72,006	73,446	74,181
APS5.1	68,051	70,093	71,494	72,209
APS4.4	67,143	69,157	70,540	71,246
APS4.3	66,234	68,221	69,585	70,281
APS4.2	64,272	66,200	67,524	68,199
APS4.1	62,542	64,418	65,707	66,364
APS3.4	61,175	63,010	64,270	64,913
APS3.3	58,670	60,430	61,639	62,255
APS3.2	56,881	58,587	59,759	60,357
APS3.1	55,311	56,970	58,110	58,691
APS2.4	52,749	54,331	55,418	55,972
APS2.3	51,284	52,823	53,879	54,418
APS2.2	49,789	51,283	52,308	52,831
APS2.1	47,783	49,216	50,201	50,703
APS1.4	46,450	47,844	48,800	49,288
APS1.3	44,289	45,618	46,530	46,995
APS1.2	42,822	44,107	44,989	45,439
APS1.1	41,361	42,602	43,454	43,888

**Schedule 1 – PSR Pay Rates and Classification System (continued)**

<b>Classification Levels – Legal</b>	<b>Current Pay Levels \$</b>	<b>Year 1 3% \$</b>	<b>Year 2 2% \$</b>	<b>Year 3 1% \$</b>
Legal EL2.3	138,460	142,614	145,466	146,921
Legal EL2.2	132,450	136,424	139,152	140,543
Legal EL2.1	128,169	132,014	134,654	136,001
Legal EL1.3	117,195	120,711	123,125	124,356
Legal EL1.2	107,888	111,125	113,347	114,481
Legal EL1.1	98,827	101,792	103,828	104,866
Legal APS6.3	85,039	87,590	89,342	90,235
Legal APS6.2	80,805	83,229	84,894	85,743
Legal APS6.1	77,067	79,379	80,967	81,776
Legal APS5.1	71,331	73,471	74,940	75,690
Legal APS4.1	66,872	68,878	70,256	70,958

## Signature page

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### 36. Formal acceptance of this agreement

#### 36.1 Making of the Agreement

This Agreement is made and approved under Chapter 2, Part 2-4, Division 4 of the FW Act.

By signing below, the Employer and the parties bound by the Enterprise Agreement signify their agreement to its terms.

Signed by the Acting Director of the Professional Services Review Agency

Signed:  Date: 5 December 2016.

Full name: DAVID ANDREW RANKIN

Address: Level 1, 20 Brindabella Business Park, Canberra Airport, A.C.T. 2609

Employee bargaining representative

Signed:  Date: 5 December 2016

Full name: Gina Stattari

Address: Level 1, 20 Brindabella Business Park, Canberra Airport, A.C.T. 2609