

AUSTRALIAN COMMISSION ON SAFETY AND QUALITY IN HEALTH CARE

Enterprise Agreement 2019–2022

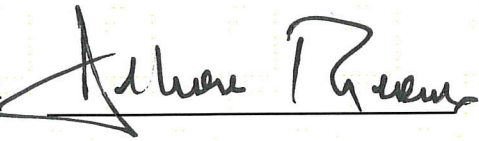
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Signatories

The Australian Commission on Safety and Quality in Health Care Enterprise Agreement 2019–2022 is made and approved under Part 2-4 of the *Fair Work Act 2009*. It is an enterprise agreement between the Australian Commission on Safety and Quality in Health Care and its employees whose employment is subject to this Agreement.

Signed by the CEO of the Australian Commission on Safety and Quality in Health Care

Signed:



Name: Adjunct Professor Debora Picone AM

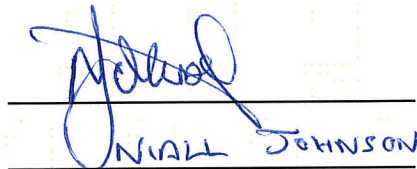
Date:

6/12/18

Address: Level 5, 255 Elizabeth Street, Sydney NSW 2000.

Bargaining representative

Signed:



Name:

NIALL JOHNSON

Date:

6 December 2018

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PART A – DEFINITIONS

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

ACSQHC	Means the Australian Commission on Safety and Quality in Health Care.
Agreement	Means the Australian Commission on Safety and Quality in Health Care Enterprise Agreement 2019–2022.
APS	Means the Australian Public Service.
CEO	Means the Chief Executive Officer of ACSQHC. A reference to the CEO may also mean a reference to a person holding a delegation from the CEO.
COO	Means the Chief Operating Officer (or equivalent) of ACSQHC and who has been delegated by the CEO to approve or make decisions under the Agreement.
Department	Means the Department of Health.
Dependant	Means in relation to an employee: <ul style="list-style-type: none"> a) The employee's partner; or b) A child or parent of the employee, or of the partner of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.
Employees or employee	Means an employee engaged by ACSQHC in an irregular or intermittent (casual), non-ongoing or ongoing capacity under section 22 of the PS Act.
Family	Means a person who: <ul style="list-style-type: none"> a) Is a spouse, de-facto partner, including a former spouse or former de facto partner; b) Is a child including an adult child, adopted child, step child, or foster child; c) Is a parent, grandparent, grandchild or sibling of the employee, or the employee's spouse; d) The CEO is satisfied has a strong affinity with the employee; e) Is a member of the employee's household; or f) For Aboriginal and Torres Strait Islander employees, is a person related to the employee through traditional kinship and includes a person of the opposite or same sex to the employee.
Foster child	Means a child for whom the employee has assumed long term responsibility arising from the placement of the child by a permanent fostering arrangement: <ul style="list-style-type: none"> a) By a person or an organisation with statutory responsibility for the placement of the child; and b) Where the child is expected to stay with the employee.
FW Act	Means the <i>Fair Work Act 2009</i> as amended from time to time.
FWC	Means the Fair Work Commission.
HDA	Means higher duties allowance, the temporary payment of an allowance where an employee is temporarily assigned duties at a higher classification than his or her current classification.
Health/Medical Practitioner	Means a person registered or licensed as a Health/Medical Practitioner under a law of a state or territory.

Manager	Includes the supervising officer who has line management responsibility and who has been delegated by the CEO to approve or make decisions under the Agreement.
Movement or Move	Means the temporary or permanent reassignment of duties of an employee either within ACSQHC or from/to another APS agency.
NES	Means National Employment Standards of the FW Act.
PDS	Means ACSQHC's Performance Development Scheme.
Promotion	Means the ongoing assignment of duties at a higher classification (excluding HDA) than the employee's current classification, as defined in the <i>Australian Public Service Commissioner's Directions 2016</i> .
PS Act	Means the <i>Public Service Act 1999</i> , as amended from time to time.
Representative	Means a person chosen by an employee, or a group of employees, to represent them.
Salary advancement	Means movement through pay points within a salary range for a classification subject to meeting any requirements under the PDS. These increases are salary for the purposes of superannuation.
SES	Means Senior Executive Service.
Spouse	Means in relation to an employee: <ul style="list-style-type: none"> a) The husband or wife of the employee; b) The former husband or wife of the employee; c) A person who is in a recognised de facto relationship with the employee; d) The former de facto of the employee; or e) The partner of the employee.
Voluntary retrenchment	Means voluntary termination of an excess employee's APS employment, also known as voluntary retirement or voluntary redundancy.

PART B - SCOPE OF THE AGREEMENT

1. AGREEMENT TITLE

- 1.1 This Agreement will be known as the 'Australian Commission on Safety and Quality in Health Care Enterprise Agreement 2019–2022'.

2. COVERAGE

- 2.1 The Agreement is made between the CEO of ACSQHC, on behalf of the Commonwealth, and all non-SES ACSQHC employees.

3. DURATION

- 3.1 This Agreement will commence on the date following the nominal expiry date of the current agreement; or seven days following the day on which the Fair Work Commission (FWC) approves the Agreement, whichever is the later.
- 3.2 The Agreement will nominally expire three years after the date of commencement.

4. NATIONAL EMPLOYMENT STANDARDS

- 4.1 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5. POLICIES AND GUIDELINES

- 5.1 Any policies or guidelines referred to in the Agreement are not incorporated into, and do not form part of, the Agreement. The express terms of this Agreement prevail to the extent of any inconsistency with policies and guidelines.
- 5.2 Policies and guidelines will be available to all employees and will be drafted and updated following reasonable consultation, where appropriate. Finalised policies will be approved by either the CEO or the Board.

6. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 6.1 The CEO and an employee covered by the Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement if:
- (a) The IFA deals with one or more of the following matters:
 - i. Arrangements about when work is performed;
 - ii. Overtime rates;
 - iii. Penalty rates;
 - iv. Allowances;
 - v. Remuneration;
 - vi. Leave; and/or
 - vii. Cashing out of annual leave; and
 - (b) The IFA meets the genuine needs of the CEO and employee in relation to one or more of the matters in paragraph (a); and
 - (c) The IFA is genuinely agreed to by the CEO and employee.
- 6.2 The CEO must ensure that the terms of the IFA:
- (a) Are about permitted matters under section 172 of the FW Act; and

- (b) Are not unlawful terms under section 194 of the FW Act; and
- (c) Result in the employee being better off overall than the employee would be if no arrangement was made.

6.3 The CEO must ensure that the IFA:

- (a) Is in writing; and
- (b) Includes the name of the employer and employee; and
- (c) Is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) Includes details of:
 - i. The terms of the Agreement that will be varied by the arrangement; and
 - ii. How the IFA will vary the effect of the terms; and
 - iii. 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 IFA; and
- (e) States the day on which the IFA commences and, where applicable, when the arrangement ceases.

6.4 The CEO must give the employee a copy of the IFA within 14 days after it is agreed to.

6.5 The CEO or employee may terminate the IFA:

- (a) By giving no more than 28 days written notice to the other party to the IFA; or
- (b) If the CEO and employee agree in writing at any time.

7. DELEGATION

7.1 The CEO may (in writing) delegate to, or authorise any person, to perform any or all of their powers and functions under the Agreement, including this power of delegation, and may do so subject to conditions.

PART C - SALARY AND RELATED MATTERS

8. SALARY RATES AND INCREASES

- 8.1 Salary rates are specified in Attachment A. Salary rates will increase by:
- (a) 2% upon commencement of the Agreement;
 - (b) 2% one year after commencement of the Agreement;
 - (c) 2% two years after commencement of the Agreement.

9. JUNIOR WAGE RATES

- 9.1 Employees who are younger than 21 years of age and who are employed as an APS 1 will be paid the following percentages of the minimum APS 1 salary range:
- (a) Under 18 years 60%
 - (b) At 18 years 70%
 - (c) At 19 years 81%
 - (d) At 20 years 91%

10. CASUAL EMPLOYEES

- 10.1 A non-ongoing employee engaged for irregular or intermittent duties will be paid for the actual hours worked, based on the appropriate salary rate as indicated at Attachment A plus a 20% loading in lieu of all paid leave (excluding long service leave) and public holidays on which they do not work.

11. SUPPORTED SALARY

Eligibility criteria

- 11.1 Employees covered by clause 11 will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 11.2 This part does not apply to any existing employee who has a claim against the ACSQHC which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of employment.

Supported wage rates

- (a) Employees to whom clause 11 applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity	% of prescribed rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%

Assessed capacity	% of prescribed rate
60%	60%
70%	70%
80%	80%
90%	90%

- 11.3 Provided that the minimum amount payable must be not less than \$86 per week.
- 11.4 Where an employee's assessed capacity is 10%; they must receive a high degree of assistance and support.

Other terms and conditions of employment

- 11.5 Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by clause 11 will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro-rata basis.

Trial period

- 11.6 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under clause 11 for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 11.7 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant salary for a continuing employment relationship will be determined.
- 11.8 The minimum amount payable to the employee during the trial period must be no less than \$86 per week.
- 11.9 Work trials should include induction or training as appropriate to the job being trialled.
- 11.10 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment.

12. PAYMENT RELATED MATTERS

- 12.1 Employees will be paid fortnightly in arrears, based on the following formula:

$$\text{Fortnightly pay} = \frac{\text{annual salary} \times 12}{313}$$

- 12.2 Payment will be made by electronic funds transfer into a financial institution of the employee's choice.

13. REASSIGNMENT OF DUTIES

Salary on reduction

- 13.1 Where an employee is temporarily reassigned duties at a lower work classification level, the CEO may determine in writing, in consultation with the employee, that the employee shall be paid a rate of salary applicable to the lower classification level. Such determination will specify the period for which the lower salary will apply.
- 13.2 This clause does not apply to decisions made by the CEO in relation to breaches of the

Code of Conduct or underperformance.

Period of HDA attracting payment

- 13.3 Where an employee is performing higher duties for a continuous period of more than five working days, HDA is payable from the first day of the period of acting.

Level of payment

- 13.4 Where an employee is to be paid HDA, the employee will be paid at the pay point nominated by their Manager, following discussion with the relevant employee, and recognising that there is an opportunity for the employee to be paid above the minimum pay point within the salary range of the higher position.
- 13.5 The pay point attained through salary advancement in previous periods of HDA at that classification level will be at least maintained.

Payment for partial performance

- 13.6 Where the full duties of the position are not being undertaken the CEO may determine a payment at a point in a classification below that of the higher duties position.

HDA and SES positions

- 13.7 Remuneration for temporary assignment of duties at a SES level will be consistent with ACSQHC SES terms and conditions.

Public holidays or leave

- 13.8 An employee on HDA who is granted paid leave or who observes a public holiday will continue to receive HDA during the employee's absence. HDA will not be paid beyond the date on which the employee would have ceased the period of acting had he or she not been absent. Where the period of leave is paid at less than full pay, payment of HDA will be made on a pro-rata basis.

14. SALARY ADVANCEMENT

Within classifications

- 14.1 Subject to clause 15, salary advancement within all classification levels will occur from the beginning of the first full pay period commencing on or after 1 August each year subject to:
- (a) Completion of the requirements of the PDS; and
 - (b) Performance of duties at the employee's substantive level or above within ACSQHC, for an aggregate of three months or more within the PDS cycle ended 30 June; and
 - (c) Satisfactory performance or better at the end of the PDS cycle; or
 - (d) The advancement provisions applying to specific groups of employees as outlined in this section.

Non-ongoing employees

- 14.2 Non-ongoing employees, other than casual employees, will be eligible for salary advancement where they have been engaged at the same classification to perform the same duties continuously for six months during the PDS cycle. Non-ongoing employees are subject to the same qualifying ratings under the PDS as ongoing employees.
- 14.3 This clause does not affect the CEO's discretion to determine salary on the

commencement of each period of engagement.

Junior employees

- 14.4 Employees who are under 21 years of age employed at the APS 1 level will be advanced to the next salary point on the employee's birthday, except where they are paid the adult salary rate following automatic advancement upon successful completion of a course of study or training.

Higher duties advancement

- 14.5 Where an employee has been temporarily reassigned duties at a higher classification for a period aggregating three months or longer during the PDS cycle, then the employee will be eligible for salary advancement for the purposes of future or continuing HDA in accordance with clause 14.1. Where HDA periods have been at different levels, progression will occur to the HDA level closest to the employee's substantive level, unless the person has acted for six months or more at a higher classification level.
- 14.6 Employees on short term HDA remain eligible for advancement within the employee's substantive classification level, subject to meeting the requirements of the PDS.

15. ADVANCEMENT NOT TO OCCUR

- 15.1 Employees who either:
- (a) Do not complete and meet the requirements of the PDS; or
 - (b) Are ongoing and have not performed duties at the employee's substantive classification level or a higher position in ACSQHC for at least three months of the PDS cycle; or
 - (c) Are non-ongoing and have not met the requirements of clause 14.2; or
 - (d) Are not eligible because of relevant administrative actions, including a sanction under the PS Act

will not move to the next pay point within that classification salary range. Those employees will then not be able to progress to another pay point within the classification salary range until the salary review in the next year.

- 15.2 The provisions of this clause do not apply to employees subject to age rate salary advancement.

16. REVIEW OF ASSESSMENT

- 16.1 Where an employee has sought review of the employee's assessment under the PDS and the review is subsequently upheld, salary advancement will occur from the appropriate August advancement date.

17. SALARY PAYABLE ON ENGAGEMENT, PROMOTION AND MOVEMENT

- 17.1 Unless otherwise determined by the CEO (having regard to experience, qualifications and skills) where a person is:
- (a) Promoted or engaged, salary will be payable at the minimum pay point of the relevant salary range;
 - (b) Transferred at level on an ongoing or temporary movement basis from another APS agency and
 - i. The employee's salary is above the top pay point of the relevant range as stated at Attachment A, the employee will be paid at the top pay point; or

- ii. The employee's salary is below the top pay point of the relevant range as stated at Attachment A, but not aligned with a pay point in the range, the employee's salary will be paid at the next highest pay point in that range.

18. SUPERANNUATION

Employer superannuation contributions

- 18.1 An employee will receive compulsory employer superannuation contributions as required by the applicable legislation and fund requirements. The salary for superannuation purposes for PSSap members will be calculated based on the employee's ordinary time earnings (OTE).

Superannuation choice

- 18.2 Where an employee has chosen an accumulation superannuation fund, other than the PSS Accumulation Plan (PSSap), the employer contribution will be 15.4% of the ordinary time earnings (OTE). This will not be reduced by any other contributions made through salary sacrifice arrangements or during a period of paid parental leave (however described). 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).
- 18.3 For the purposes of this clause OTE is the salary paid for an employee's regular hours of work, not including overtime. It includes paid leave up to the maximum contributions base for the quarter. For the purpose of the Agreement where salary sacrifice arrangements are in place or the employee is on paid maternity, adoption or foster leave, employer contributions will be paid as if those arrangements had not been entered into.
- 18.4 Employer superannuation contributions will not be paid during periods of unpaid leave that do not count as service, unless otherwise required under legislation.
- 18.5 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.

Treatment of allowances

- 18.6 A table indicating the treatment of allowances for superannuation purposes is at Attachment B.

19. SALARY PACKAGING

- 19.1 ACSQHC will provide access to salary packaging of superannuation and other matters as determined by the CEO.
- 19.2 If the CEO approves for establishment of other salary packaging options for employees, the employee may access this benefit with CEO approval.
- 19.3 Where an employee takes up the option of salary packaging, the employee's salary for purposes of superannuation, redundancy and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.
- 19.4 Any fringe benefits tax incurred by individual employees as a result of salary packaging arrangements will be met by the individual employee on a salary sacrifice basis.

PART D – ALLOWANCES

20. ALLOWANCES

Recognition of allowances

- 20.1 Information on the recognition (for particular purposes) of allowances provided for in the Agreement is at Attachment B.

21. TRAVEL ALLOWANCE

- 21.1 Travel related allowances will be set in line with the department's portfolio rates.
- 21.2 ACSQHC will meet reasonable costs for employees on official overnight travel as determined by the CEO.
- 21.3 The CEO will authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the allowance as determined by the CEO and subject to the presentation of receipts. Where possible, prior approval should be obtained by the employee before incurring the expense.

Overpayment of travel allowance

- 21.4 Where a travel allowance overpayment occurs, the employee will repay the amount of the overpaid allowance to ACSQHC to reflect the travel actually undertaken.

Part-day travel

- 21.5 An employee who is required to be absent from the employee's usual place of work on official business for a period of not less than 10 hours, but is not absent overnight, will be paid an allowance of \$49.44 for each absence.

Illness while travelling

- 21.6 Where an employee falls ill or is injured while travelling on official business and subsequently takes leave, the CEO will approve payment of return journey costs to the employee.

Recognition of travel time

- 21.7 Where an APS 1–6 employee is required to undertake official travel, the time spent travelling within the bandwidth, excluding the usual time taken for the employee to travel to and from the employee's regular place of work, will be recorded as work hours.
- 21.8 Travel outside the bandwidth undertaken by APS 1–6 employees will be claimed as travel time in lieu at single time rates.

Motor vehicle allowance

- 21.9 Motor vehicle allowance (MVA) is payable where the CEO approves an employee to use a private or personally hired vehicle for official purposes.
- 21.10 Where an employee is approved to use a private vehicle instead of the most efficient means of travel as determined by the CEO, the amount of MVA paid to the employee will not exceed the cost of the most efficient means of travel.

22. RELOCATION ASSISTANCE

Access for existing employees

- 22.1 Where the ACSQHC initiates a permanent relocation (including transfer or promotion) of an employee, or the relocation is in the interest of the ACSQHC, the CEO may reimburse reasonable relocation costs.

Requested move

- 22.2 Relocation or temporary transfer at the request of the employee will only attract relocation assistance at the discretion of the CEO.

Access for new employees

- 22.3 Upon an employee's engagement, relocation assistance for reasonable costs may be granted by the Manager.

23. OVERTIME MEAL BREAK ALLOWANCE

- 23.1 Where an employee is required to work overtime for a continuous period of at least one hour outside the bandwidth which extends over a meal period, they will be paid a meal allowance of \$26.82. For the purposes of this clause a meal period is:

Monday to Friday:	6.30 am	–	7.00 am
	7.00 pm	–	7.30 pm
Saturday, Sunday and public holidays:	6.30 am	–	7.00 am
	12.30 pm	–	1.30 pm
	7.00 pm	–	7.30 pm

- 23.2 Where overtime is worked for long periods and does not coincide with designated meal periods, the Manager has the discretion to authorise payment of a meal allowance.

24. WORKPLACE RESPONSIBILITY ALLOWANCE

- 24.1 First aid officers will be paid a workplace responsibility allowance (WRA) at the rate of \$15.73 per week.
- 24.2 Fire wardens will be paid a WRA at the rate of \$10.67 per week.
- 24.3 Workplace Harassment Contact officers will be paid a WRA at the rate of \$10.67 per week.
- 24.4 Health and Safety representatives will be paid a WRA at the rate of \$10.67 per week.

PART E – HOURS OF WORK AND WORKING FLEXIBLY

25. HOURS OF WORK

25.1 All employees have access to flexible working hours.

25.2 Definitions

- (a) **Ordinary hours:** ordinary hours of work for full-time employees are 150 hours, or the agreed hours for part-time employees, over the settlement period. This equates to an average of 7 hours and 30 minutes per day.
- (b) **Standard day:** means ordinary hours of 7 hours and 30 minutes per day for full-time employees, from 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday, or the agreed pattern of hours for part-time employees. Standard day is used for a range of purposes including
 - i. Determining an employee's hourly rate of salary;
 - ii. Determining overtime entitlements;
 - iii. Accrual and deduction of leave, including deduction of part-day absences; and
 - iv. Calculating hours over the flextime settlement period.
- (c) **Bandwidth:** the bandwidth of hours in which an employee will work their ordinary hours is 7.00 am to 7.00 pm, Monday to Friday.
- (d) **Maximum hours per day:** an employee shall not normally be required to work more than 10 hours ordinary time in any one day. Where this does occur, the overtime and time in lieu provisions at clause 28 and/or meal allowance provisions at clause 23 may apply.
- (e) **Meal break:** an employee must not work more than five consecutive hours without a break of at least 30 minutes.
- (f) **Minimum break between days:** an employee will not normally be required to commence work on any day without having at least 10 hours minimum break from the previous day's work, without specific approval from their Manager. Where this does occur, the overtime and time in lieu provisions at clause 28 and/or meal allowance provisions at clause 23 may apply.
- (g) **Settlement period:** means a four-week period commencing on payday Thursdays.
- (h) **Flextime:** means flexible hours for APS 1–6 employees in accordance with the formal flextime scheme set out in clause 26.
- (i) **Executive level (EL) time off:** means variations in attendance times and short term absences, including full days, in accordance with clause 27.
- (j) **Overtime:** means work performed at the direction of an employee's manager and on the approval of the COO that constitutes overtime in accordance with clause 28.
- (k) **Time in lieu (TIL):** is a form of recompense for overtime duty as an alternative to overtime payment, subject to the provisions of clause 28.

Work outside bandwidth

25.3 Where an employee requests to work their ordinary hours outside the bandwidth e.g. on Saturday or Sunday, the employee may do so, subject to operational requirements, with the agreement of their Manager. Any hours worked on this basis will be considered ordinary hours and will not attract overtime.

Recording attendance

25.4 All employees are required to record their working hours.

26. FLEXTIME SCHEME

26.1 APS 1–6 employees, including part-time employees, are eligible to accumulate flextime for duty performed in excess of their ordinary hours of work (over the settlement period), but which does not attract overtime.

26.2 An employee may choose to vary their pattern of attendance from time to time in order to meet personal needs and subject to operational requirements. As part of this process, employees may take flextime as a part or whole day absence, subject to approval by their Manager.

Insufficient work and flextime

26.3 A Manager may require an employee not to work hours in addition to ordinary hours and to not accumulate flextime where there is insufficient work.

Excess flex credits

26.4 At the end of a settlement period, where the employee's flex credit exceeds 20 hours credit, the employee in consultation with their Manager will discuss and mutually agree a plan to reduce flex credits.

Cash out of credits exceeding one week

26.5 At the end of a settlement period, flex credits exceeding one week (37.5 hours or the part-time equivalent) may be cashed out at ordinary time rates where, due to organisational requirements, the employee's Manager determines that the employee will be unable to use those credits in the settlement period.

Flex debit balance

26.6 Employees may carry over a maximum of 10 hours flex debit accumulated in any settlement period into the next settlement period.

26.7 In circumstances where the maximum debit is exceeded at the end of a settlement period, the employee will reduce the debit to 10 hours or less over the next settlement period.

Deduction of flex debit from salary

26.8 Should this not occur, the amount by which the maximum is exceeded shall be treated as leave without pay and an appropriate deduction made from the employee's salary.

Flex balances at cessation

26.9 Where flex credits are outstanding at the cessation of employment with ACSQHC the flex credit will be paid to the employee at ordinary time rates. Where flex debits are outstanding at the cessation these will be recovered as part of the termination payment.

Reversion to standard day

26.10 Where an employee has failed to comply with the provisions of flextime, their Manager may remove the employee from flextime for a specified period and the employee will revert to working the standard day. Access to flexible working arrangements including flextime will be restored where the Manager is satisfied that the employee will maintain satisfactory attendance patterns.

27. EXECUTIVE LEVEL TIME OFF

- 27.1 EL employees do not have access to flextime. EL remuneration recognises that EL employees may have to work reasonable additional hours.
- 27.2 Where operational needs require an EL employee to work additional hours in excess of their ordinary hours for a sustained period, the employee and their Manager may agree on arrangements for time off to recognise the additional effort.
- 27.3 EL time off should be taken as soon as practical, subject to operational requirements.
- 27.4 EL time off will not be on an hour for hour basis.
- 27.5 EL employees are not eligible for overtime payments except in exceptional circumstances.

Time off for official travel for EL employees

- 27.6 EL employees may receive EL time off where it is agreed in advance, for the period where the time spent travelling on official domestic travel exceeds the standard day, excluding the usual time taken for the employee to travel to and from their regular place of work.

28. OVERTIME

APS 1–6

- 28.1 APS 1–6 employees are eligible for an overtime payment where they are required by their Manager on the approval of the COO to:
 - (a) Perform work outside the bandwidth (inclusive of weekends and public holidays); or
 - (b) Work in excess of 10 hours on any one day (Monday to Friday inclusive); whichever occurs first.

Part-time employees

- 28.2 Part-time APS 1–6 employees are eligible for overtime for work performed at the direction of the employee's Manager on approval of the COO which is:
 - (a) Not continuous with the employee's agreed or specified hours of work; and/or
 - (b) Beyond the total ordinary hours of work over the settlement period specified in the employee's part-time work agreement.

Time in lieu

- 28.3 If an employee chooses, the employee's Manager may allow the employee to take time in lieu (TIL) as a form of recompense for overtime duty as an alternative to overtime payment, subject to the provisions of this clause.

Calculation

- 28.4 Where overtime is worked, the rate of payment (or TIL, if the employee elects) is calculated at the following rates:
 - (a) Monday to Saturday: time and one half;
 - (b) Sunday: double time.

Hourly divisor

- 28.5 Calculations for an employee's overtime entitlement will use a divisor of 37.5 hours to determine the employee's hourly rate.

Public holidays

- 28.6 An employee who is directed to work overtime on a public holiday which falls on a weekday, will be paid overtime at double-time for duty outside of a standard day (for full time employees) or the agreed pattern of hours (for part-time employees). For duty within a standard day (or agreed pattern of hours for part-time employees), overtime will be paid at single-time as employees are already being paid for the public holiday.
- 28.7 Employees required to perform overtime during the annual closedown will be recompensed with overtime calculated at time and a half.

Non-continuous overtime and multiple occurrences of overtime

- 28.8 Where there is a break, other than a meal break, between the periods of ordinary duty and overtime performed, the minimum overtime payment is four hours at the relevant rate. Where the period of overtime performed is greater than four hours, payment will be made for the total overtime performed at the relevant rate.
- 28.9 Where multiple overtime occurrences are required, the minimum overtime payment provision in clause 28.8 will not operate to increase an employee's overtime payment beyond that which they would have received had they remained on duty from the commencing time of duty on the first overtime occurrence, to the ceasing time of the final overtime occurrence.

29. PUBLIC HOLIDAYS

- 29.1 Employees are entitled to the following public holidays:
- (a) New Year's Day (1 January)
 - (b) Australia Day (26 January)
 - (c) Good Friday
 - (d) Easter Monday
 - (e) Anzac Day (25 April)
 - (f) The Queen's birthday holiday (on the day on which it is celebrated in a state or territory or a region of a state or territory)
 - (g) Christmas Day (25 December)
 - (h) Boxing Day (26 December)
 - (i) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the state or territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.
- 29.2 If under a state or territory law, a day or part-day is substituted for one of the public holidays listed in clause 29.1, then the substituted day or part-day is the public holiday.
- 29.3 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.
- 29.4 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.
- 29.5 Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal/carer's 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).

30. ANNUAL CLOSEDOWN

- 30.1 ACSQHC will be closed for normal business and employees will not be required to perform normal duty on the working days between Christmas Day and New Year's Day. Employees will be paid for closedown as if the days were public holidays.
- 30.2 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 long service leave half pay, payment is at half pay).
- 30.3 There will be no deduction from annual or personal/carer's leave credits for the annual closedown days.

Early stand down

- 30.4 The ACSQHC will be closed for normal business and employees will not be required to perform normal duty from 3.00 pm on the working day prior to Christmas and from 3.00 pm on the working day prior to Good Friday. Eligible employees will be paid for early stand down. Payment eligibility will be treated in the same manner as a normal working day.

Part-time employees

- 30.5 Part-time employees normally not working on the days of the week on which annual closedown occur will not be entitled to alternative time off duty.

31. FLEXIBLE WORK ARRANGEMENTS

- 31.1 Employees have the right to request flexible working arrangements in accordance with the NES. Examples of flexible working arrangements include part-time work and working from home.
- 31.2 Unless otherwise determined by the CEO, an approved flexible work arrangement will be subject to an annual review.

32. PART-TIME WORK

Hours of work

- 32.1 A part-time employee is one who has a part-time agreement with their Manager and who:
 - (a) Regularly works less than full-time ordinary hours; and
 - (b) Has reasonably predictable hours of work.
- 32.2 Remuneration and conditions (except long service leave which is provided and administered in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* (LSL Act)) for part-time employees will be calculated on a pro-rata basis based on the proportion of hours worked in comparison to full time hours. Expense related allowances are not calculated on a pro-rata basis and will be paid at the same amount as a full-time employee.
- 32.3 A part-time agreement must not include daily hours of work greater than eight hours.

Variation in hours

- 32.4 A part-time employee may not vary their part-time agreement hours without agreement from their Manager.

32.5 Details of the operation of the flextime provisions for part-time employees are provided at clause 26.

PART F – LEAVE

33. GENERAL CONDITIONS

- 33.1 All accrued leave entitlements will be expressed and deducted in hours and minutes.

Donating blood

- 33.2 ACSQHC recognises the importance of, and supports, employees in donating blood. Employees donating blood during working hours are not required to complete a leave application or to utilise flextime.

Recall to duty

- 33.3 ACSQHC will not unreasonably cancel approved leave or unreasonably recall employees to duty while on leave. If an employee is recalled, the CEO will approve reimbursement toward travel expenses, incidental expenses or family care costs not otherwise recoverable under insurance or from another source, provided that the employee took reasonable precautions to avoid such expenses.

Non-approval of leave

- 33.4 Where a Manager refuses a formal application for leave, the Manager will advise the employee of the reason(s) for the decision. The Manager, the employee and, where the employee requests, a support person may meet to consider alternative arrangements if required.

34. PORTABILITY OF LEAVE

- 34.1 Where an ongoing APS employee moves (including on promotion or for an agreed period) from another agency, 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.
- 34.2 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment under the *Parliamentary Service Act 1999* or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave (however described) will be recognised unless the employee received payment in lieu of those entitlements on termination of employment.

Former non-ongoing employees

- 34.3 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 CEO, at the employee's request, may recognise any unused accrued annual leave and personal/carer's leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation.

35. ANNUAL LEAVE

Entitlement

- 35.1 Full-time employees are entitled to the equivalent of four weeks (150 hours), for each full year of service. Part-time employees accrue annual leave on a pro-rata basis for ordinary hours worked. Annual leave will accrue daily, and be credited at the completion of each calendar month.

Effect of leave without pay

- 35.2 Where 'leave without pay not to count as service' has been granted in the accrual period, annual leave will be adjusted on the day of accrual as follows:
- (a) Where aggregated absences for periods totalling 30 calendar days or less, the annual leave accrual is not affected;
 - (b) Where aggregated full day absences total more than 30 calendar days, the total period of leave without pay is deducted from the number of calendar days to count as service;
 - (c) Where leave without pay covers an entire calendar year, no annual leave credit accrues for that year.

Direction to take annual leave

- 35.3 The CEO may direct an employee who has more than two years of accrued annual leave credit to take annual leave. The employee must take annual leave if directed to do so.
- 35.4 The employee may be directed to be on leave (and to be absent from the workplace) for whichever is lesser of:
- (a) 10 consecutive working days; or
 - (b) A period of time equal to 25% of accrued annual leave credits at the time of the direction.

Deferring annual leave

- 35.5 An employee may apply to the CEO to defer taking the leave defined in clause 35.3 for up to one year from an agreed date.
- 35.6 An employee with an accrued annual leave credit greater than two years on:
- (a) Commencing duty in ACSQHC; or
 - (b) Returning to work following a long term absence due to illness or injury; or
 - (c) Resuming duty following a graduated return to work
- will have a period of 12 months to take sufficient leave to reduce the employee's credit down to the equivalent of two years or less.
- 35.7 Two years of annual leave credit is equivalent to 40 days or the part-time pro-rated equivalent.

Annual leave at half pay

- 35.8 Employees may take annual leave at half pay. The minimum absence of leave on half pay is two working days, with further absences in multiples of two days. Where annual leave is taken at half pay, credits will be deducted from the employee's annual leave balance on the basis that two days of annual leave at half pay is equivalent to one day of annual leave at full pay.

Public holidays during leave

- 35.9 Where a public holiday occurs in a period of annual leave, the public holiday will not be deducted from the employee's annual leave credits.

Payment of annual leave on termination

- 35.10 Any unused accrued annual leave will be paid to the employee when the employee's APS employment is terminated.

- 35.11 Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.

Special availability

- 35.12 Without limiting the general entitlement under clause 35.1, an employee may access annual leave where they have a long term illness and have exhausted other paid leave entitlements.

36. PERSONAL/CARER'S LEAVE

- 36.1 On engagement, an ongoing employee will be credited with personal/carer's leave of 18 days (135 hours) or the part-time equivalent. A further 18 days or the part-time equivalent will accrue on completion of each 12 month period of service thereafter.

Accrual and credits – non-ongoing employees

- 36.2 Full-time non-ongoing employees, other than casual employees, are entitled to 18 days personal/carer's leave per year of service or the part-time equivalent, accruing daily.

Deferral of accrual

- 36.3 Where 'leave without pay not to count as service' has been granted in the accrual year, personal/carer's leave accrual will be deferred as follows:
- (a) Where aggregated full day absences total 30 calendar days or less, the accrual is not affected;
 - (b) Where aggregated full day absences total more than 30 calendar days, the accrual date will be deferred by one calendar month for each 30 calendar day period.

Advice to Manager

- 36.4 An employee, where practicable, must personally advise the employee's Manager of the employee's absence or the employee's intention to be absent as soon as possible. Where the employee's Manager is not contactable, advising another employee in the employee's work team will suffice.

Use of personal/carer's leave

- 36.5 Personal/carer's leave will be granted to an employee by their Manager, subject to available credits for the following reasons:
- (a) Where the employee is not fit for work because of a personal illness or injury affecting the employee;
 - (b) To provide care or support to a member of the employee's family or the employee's household, who requires care or support because of a personal illness or personal injury, affecting the member;
 - (c) Where a member of the employee's immediate family, or the employee's household is affected by an unexpected emergency;
 - (d) For compelling personal reasons, including family responsibilities.
- 36.6 The use of personal/carer's leave for the reason outlined in clause 36.5(d) is not to be to the detriment of an employee's personal/carer's leave entitlements under the NES.

Family responsibilities

- 36.7 For the purposes of personal/carer's leave, 'family responsibilities' shall mean responsibilities of the employee for any person who is clearly dependent on the

employee for care, support and attention.

Public holidays during leave

- 36.8 Where a public holiday occurs in a period of personal leave, the public holiday will not be deducted from the employee's personal leave credits.

Satisfactory evidence

- 36.9 An employee will provide satisfactory evidence to support applications for personal/carer's leave of more than three consecutive working days.
- 36.10 If an employee takes 10 days personal/carer's leave without satisfactory evidence in a period of twelve months, then the employee must provide satisfactory evidence for any further applications for personal/carer's leave of any duration for the balance of the period of 12 months, unless otherwise determined by the CEO.
- 36.11 For the purpose of this clause, the period of 12 months is the 12 month period commencing on the anniversary date of the employee's commencement of employment with ACSQHC.
- 36.12 Satisfactory evidence means:
- (a) A certificate from a relevant health/medical practitioner confirming an employee, or a member of their family or household, has a personal illness or injury which prevents the employee from performing their duties; or
 - (b) A statutory declaration confirming an employee, or a member of their family for whom they have caring responsibility, has a personal illness or injury which prevents the employee from performing their duties; or
 - (c) For the purposes of clauses 36.5(c) and 36.5(d) a statutory declaration setting out the reason for the absence; or
 - (d) A medical treatment schedule or a medical certificate for an ongoing medical condition of the employee, or a member of their family or household, which cover absences for the treatment, or absences caused by the condition within a period of three months; or
 - (e) Other evidence which the CEO determines is satisfactory.
- 36.13 Satisfactory evidence from registered health practitioners will be accepted for the purpose of personal illness or injury, unless ACSQHC has sought independent medical advice resulting in a different diagnosis and/or prognosis.

Conversion to half pay

- 36.14 The CEO may approve the conversion of personal/carer's leave to half pay for an employee for a specified absence of not less than two days. Where personal/carer's leave is taken at half pay, credits will be deducted from the employee's personal/carer's leave balance on the basis that two days of personal/carer's leave at half pay is equivalent to one day of personal/carer's leave at full pay.

Unpaid personal/carer's leave

- 36.15 Where paid personal/carer's leave credits are exhausted, an employee may apply for personal/carer's leave without pay. Continuous unpaid personal/carer's leave to a total of 26 weeks will count as service for all purposes. Any further continuous periods of unpaid personal/carer's leave will not count as service, except in circumstances required by the LSL Act.

Unpaid carer's leave – casual employees

36.16 Casual employees are entitled to unpaid carer's leave in accordance with the NES.

Reappointment after invalidity retirement

36.17 If an employee's APS employment is terminated on the grounds of invalidity, and the employee is subsequently re-engaged as a result of action taken under the relevant superannuation legislation, the employee is entitled to be credited with personal/carer's leave equal to the balance of the employee's personal/carer's leave at the time of termination.

Use of other types of leave during annual leave

36.18 The CEO may approve other types of leave during a period of annual leave if satisfactory evidence is provided. Annual leave will be re-credited to the extent of any other leave granted.

36.19 An employee is unable to access personal/carer's leave while on paid parental leave under this Agreement or the ML Act.

Payment on termination

36.20 Unused personal/carer's leave will not be paid out on termination of employment.

37. MISCELLANEOUS LEAVE

37.1 Miscellaneous leave may be granted by the CEO, having regard to any exceptional circumstances affecting an employee and the operational needs of ACSQHC, including for purposes that the CEO considers to be in the interests of ACSQHC.

37.2 Leave may be granted:

- (a) For the period requested or for another period;
- (b) With or without pay; and
- (c) Subject to conditions.

38. LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYEES

38.1 To allow Aboriginal and Torres Strait Islander employees to meet cultural obligations and participate in ceremonial activities, the following leave provisions are provided:

- (a) Two days leave with pay each year to participate in NAIDOC Week activities or other cultural or ceremonial events; and
- (b) Three months unpaid leave each year to fulfil cultural obligations; this leave will not count as service for any purpose.

39. UNAUTHORISED ABSENCES

39.1 Periods of unauthorised absence do not count as service for any purpose. Where an employee is absent from duty without approval, all pay and other benefits provided under the Agreement (e.g. flextime) will cease to be available until the employee resumes duty or is granted leave. Where flextime no longer applies, the employee will revert to the standard day.

40. WAR SERVICE SICK LEAVE

40.1 Eligible employees will generally be granted war service sick leave while unfit for duty because of a war-caused condition.

40.2 A war-caused condition means an injury or disease of an employee that has been

determined under the relevant legislation to be war-caused or defence-caused.

- 40.3 Eligible employees will accrue a 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.

41. COMPASSIONATE LEAVE

- 41.1 Employees, other than casual employees, will be granted two days paid compassionate leave on each occasion that a member of the employee's family or the employee's household:
- (a) Contracts or develops a personal illness that poses a serious threat to life; or
 - (b) Sustains a personal injury that poses a serious threat to life.
- 41.2 The employee may take the period of leave as a single period of two days or any separate period on which the employee's Manager and employee agree.
- 41.3 The employee's Manager may require the employee to provide evidence of the illness or injury in support of the request for leave.
- 41.4 A casual employee is entitled to unpaid compassionate leave of two days per occurrence.

Bereavement leave

- 41.5 The employee's Manager will grant three days leave with pay to an employee, other than a casual employee, on each occasion of the death of a member of the employee's family or household, close friend or a person who was clearly dependent on the employee for care, support and attention.
- 41.6 A casual employee is entitled to unpaid bereavement leave of two days per occurrence.

42. PURCHASED LEAVE

- 42.1 Where a Manager agrees, an employee may purchase from one to six weeks purchased leave per year. Leave, once purchased, shall generally be taken in consecutive and continuous days.
- 42.2 Purchasing additional leave is not for the purpose of altering work patterns.

To count for service

- 42.3 Purchased leave will count for service for all purposes. The employee's salary for superannuation purposes continues to be their salary as if they had not purchased leave.

43. EXTENDED PURCHASED LEAVE

- 43.1 When an employee has accrued a period of three years of continuous employment with ACSQHC, they may apply for access to extended purchased leave.
- 43.2 A period of up to six months absence on extended purchased leave will be approved after a further two years of continuous employment with ACSQHC (during which time the employee will accrue the leave).

Not to count for service

- 43.3 Extended purchased leave will not count as service for any purpose unless otherwise required under legislation.

44. LEAVE FOR ADF RESERVE AND CONTINUOUS FULL TIME SERVICE

- 44.1 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.
- 44.2 An employee is entitled to 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, for the purpose of fulfilling service in the ADF Reserve.
- 44.3 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.
- 44.4 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 44.5 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.

45. COMMUNITY SERVICE LEAVE

- 45.1 An employee will receive paid leave if they are eligible for community service leave as provided by the NES.

46. LONG SERVICE LEAVE

- 46.1 An employee is eligible for long service leave in accordance with the LSL Act.
- 46.2 The minimum period for which long service leave will be granted is seven calendar days at full pay (or 14 days at half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

47. MATERNITY AND PARENTAL LEAVE

Maternity leave

- 47.1 Employees (other than casual employees) who are pregnant, or who have given birth, are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act).
- 47.2 Employees with an entitlement to paid leave under the ML Act are provided with an additional two weeks of paid leave, to be taken continuous with an entitlement to paid maternity leave provided by the ML Act.
- 47.3 Employees who adopt or permanently foster a child and who have, or will have, responsibility for the care of a child, are entitled to up to 52 weeks of parental leave. If an employee is the primary caregiver to that child, up to 14 weeks of the leave will be paid leave, commencing from the time of placement of the child, provided the employee satisfies the same qualifying requirements as those required of a pregnant employee to receive paid leave in accordance with the ML Act.
- 47.4 Employees are entitled to parental leave for adoption or permanent foster care when that child:
 - (a) Is under 16 years of age;
 - (b) Has not, or will not have, lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - (c) Is not (otherwise than because of the adoption) a child of the employee or the

employee's spouse.

- 47.5 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or permanent foster care purposes.
- 47.6 Employees who are eligible for paid maternity or parental leave may elect to have the payment for the leave spread over a maximum of 28 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, a maximum of 14 weeks of the leave will count as service.
- 47.7 On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial leave period.
- 47.8 Unpaid maternity or parental leave will not count as service for any purpose, except for any unpaid leave taken during the first 14 weeks.
- 47.9 This leave is inclusive of public holidays and will not be extended because a public holiday (or annual closedown) falls during a period of paid or unpaid maternity or parental leave. On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the FW Act.

Pre-adoption and foster leave

- 47.10 Employees in the process of adopting or fostering of a child may take up to two days paid leave to attend any interviews or examinations required to obtain adoption or foster care approval.

Special maternity leave

- 47.11 Where an employee who has at least 12 months continuous service with the APS experiences a pregnancy related illness, or if her pregnancy ends within 28 weeks of the expected birth, she will be granted paid personal leave for any period of leave supported by a medical certificate. If personal leave credits are exhausted, the remainder of leave will be unpaid in accordance with section 80 of the FW Act. Unpaid special maternity leave will count as service for all purposes.
- 47.12 Special maternity leave will operate in conjunction with entitlements under the ML Act.

Parental (partner) leave

- 47.13 Employees who are not otherwise entitled to paid maternity leave under the ML Act or parental leave under this Agreement are entitled to four weeks of paid leave and may also receive unpaid leave up to a total of 52 weeks on the birth, adoption or permanent foster care placement of a child or their spouse's child. To be eligible for this leave, the employee must be the child's non-primary care giver and stand in a domestic or household relationship with the child.
- 47.14 This leave is to be taken within 12 months of the birth/placement of the child and is inclusive of public holidays and annual closedown.
- 47.15 Documentary evidence outlined in clause 47.5, or a birth certificate following the birth of a child, must be submitted when applying for this leave.
- 47.16 Paid leave will count as service for all purposes. Employees may elect to have the payment for this leave spread over a maximum of eight weeks at a rate no less than half normal salary. Where payment is spread over a longer period, only half of the total weeks of the leave period will count as service.

47.17 The CEO may approve leave for a non-primary care giver not residing with the child.

PART G – GENERAL CONDITIONS

48. PERFORMANCE DEVELOPMENT SCHEME (PDS)

- 48.1 The PDS is ACSQHC's key performance management and development system for employees.
- 48.2 Specific performance requirements will be outlined in an employee's PDS agreement.
- 48.3 The employee and the employee's Manager are jointly responsible for developing and implementing a PDS agreement.
- 48.4 Managers will apply a 'no surprises' principle to keep an employee regularly informed of the employee's performance throughout the PDS cycle.
- 48.5 Two formal PDS assessments will occur with:
 - (a) One at the mid cycle in February; and
 - (b) One at the end of the cycle in July.
- 48.6 The PDS provides the basis for individual salary advancement through salary ranges for the employee's current classification.

Short term HDA and the PDS

- 48.7 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 review.

49. MANAGING UNDERPERFORMANCE

- 49.1 Managers will address underperformance with an employee as soon as practicable where they consider the employee's performance has not been satisfactory.
- 49.2 An employee will be provided a minimum of four weeks, prior to the end of cycle assessment, to improve their performance.
- 49.3 Where an employee's performance continues to be unsatisfactory, relevant procedures to manage the underperformance may apply.

Fairness in managing underperformance

- 49.4 Employees will receive regular and specific feedback on the employee's performance and will be provided with appropriate support from the employee's Manager in meeting expected performance standards.

50. PROFESSIONAL APPOINTMENTS WITH MANDATORY QUALIFICATIONS

- 50.1 The ACSQHC recognises that a number of employees require continuing professional development to maintain their qualifications, practicing certificates and relevant skills. The ACSQHC will:
 - (a) Provide access to training; or
 - (b) On application meet the reasonable costs of continuing professional development.

51. SAFE AND HEALTHY WORK ENVIRONMENT

Family care room

- 51.1 The CEO will, where reasonably practicable, establish a family care room to provide a

resource for employees to carry out aspects of their normal duties while caring for dependants, as an alternative to taking leave. This room is to be for occasional not regular use.

Employee Assistance Program

- 51.2 The CEO will provide employees and their families with access to confidential, professional counselling through an external Employee Assistance Program (EAP).

Influenza vaccinations

- 51.3 The CEO will arrange for the provision of free annual influenza vaccinations to employees.

After hours use of taxis

- 51.4 The relevant Manager may approve the use of taxis by an employee travelling from the workplace after 7pm on a Monday to Friday.

Reimbursement of eyewear costs

- 51.5 Where spectacles are prescribed specifically for use with screen-based equipment, ACSQHC will reimburse for out of pocket expenses up to:
- (a) \$106 for single vision spectacles; and
 - (b) \$174.90 for bi-focal, multi-focal or tri-focal spectacles.
- 51.6 Visual correction that is recommended for general use, such as reading and driving, will not be reimbursed.

52. FAMILY CARE ASSISTANCE

- 52.1 Where an employee is required by ACSQHC to be away from home outside the employee's standard day, and the employee incurs reasonable additional costs for family care arrangements the employee will be reimbursed those reasonable additional costs as determined by the CEO.

School holiday family care subsidy

- 52.2 Clauses 52.3 to 52.4 apply where an employee can demonstrate that they would otherwise have taken personal responsibility for caring for a school child or school children or other family members during school holidays.
- 52.3 Where an employee has approved leave cancelled or is required to return from leave early because of ACSQHC business requirements during school holidays, the CEO will reimburse:
- (a) The amount paid by the employee for each school child attending approved or registered care
 - (b) Some or the entire amount paid for family care.
- 52.4 The reimbursement will:
- (a) Apply only on the days when the employee is at work; and
 - (b) Be net of any government subsidy available to the employee.

53. FINANCIAL ASSISTANCE FOR MATURE AGE EMPLOYEES

- 53.1 To assist with retirement planning, employees aged 54 years and over who are approaching or genuinely considering retirement may access financial assistance in the form of a one off reimbursement payment up to a total maximum of \$530 (inclusive of GST) to obtain financial advice from a registered financial advisor.

54. TERMINATION OF EMPLOYMENT – RIGHT OF REVIEW

- 54.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:
- (a) Parts 3-1 and 3-2 of the FW Act;
 - (b) Other Commonwealth laws; and
 - (c) Common law.
- 54.2 Termination of, or a decision to terminate, employment cannot be reviewed under dispute resolution procedure outlined in the Agreement.
- 54.3 Nothing in the Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the FW Act subject to compliance with the procedures established by the CEO for determining whether an employee has breached the APS Code of Conduct.

Resignation on a public holiday

- 54.4 Where an employee resigns on a public holiday, they will be deemed to have resigned on the last working day prior to the public holiday.

Death of an employee

- 54.5 Where an employee dies whilst in employment, or the CEO has directed that an employee is presumed to have died on a particular date whilst in employment, the CEO will, subject to legal requirements, authorise the payment of the amount to which the former employee would have been entitled had he or she ceased employment by resignation or retirement. Long service leave credits will be paid out in accordance with the LSL Act.

PART H – CONSULTATION AND DISPUTE RESOLUTION

55. CONSULTATION ON MAJOR CHANGE

55.1 This term applies if the CEO:

- (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

55.2 For a major change referred to in paragraph 55.1(a):

- (a) The CEO must notify the relevant employees of the decision to introduce the major change; and
- (b) Clauses 55.3 to 55.9 apply.

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

55.4 If:

- (a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) The employee or employees advise the CEO of the identity of the representative;

the CEO must recognise the representative.

55.5 As soon as practicable after making their decision, the CEO 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.

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

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

55.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the ACSQHC, the requirements set out in paragraph 55.2(a) and clauses 55.3 and 55.5 are taken not to apply.

55.9 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 ACSQHC'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

55.10 For a change referred to in paragraph 55.1(b):

- (a) The CEO must notify the relevant employees of the proposed change; and
- (b) Clauses 55.11 to 55.15 apply.

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

55.12 If:

- (a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) The employee or employees advise the CEO of the identity of the representative;
the CEO must recognise the representative.

55.13 As soon as practicable after proposing to introduce the change, the CEO 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 CEO reasonably believes will be the effects of the change on the employees; and
 - iii. Information about any other matters that the CEO 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).

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

55.15 The CEO must give prompt and genuine consideration to matters raised about the change by the relevant employees.

55.16 In this term:

Relevant employees means the employees who may be affected by a change referred to in clause 55.1.

56. DISPUTE RESOLUTION PROCEDURES

56.1 If a dispute relates to:

- (a) A matter arising under the Agreement; or
- (b) The NES;

this term sets out procedures to settle the dispute.

- 56.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

Resolution at the workplace level

- 56.3 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.
- 56.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

Referral to FWC

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

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that FWC 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.

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

Work to continue

- 56.7 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. The work is not safe; or
 - ii. Applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. The work is not appropriate for the employee to perform; or
 - iv. There are other reasonable grounds for the employee to refuse to comply with the direction.

PART I – REDPLOYMENT, REDUCTION AND RETRENCHMENT

57. EXCESS EMPLOYEES

Definition

57.1 An employee is 'excess' when:

- (a) They are included in a class of employees in ACSQHC comprising a greater number than is necessary for the efficient and economical working of ACSQHC;
- (b) Due to technological or other changes in the work methods of ACSQHC, or structural or other changes in the nature, extent or organisation of the functions of ACSQHC, the services of the employee cannot be effectively used; or
- (c) The duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality, and the CEO has determined that the provisions of this clause may apply to that employee.

Eligible employees

57.2 The provisions of this Part only apply to ongoing employees other than employees on probation.

CEO's powers

57.3 The powers of the CEO with regard to excess employees allow the CEO to:

- (a) Reassign duties to an employee within ACSQHC and determine the place at which the duties are performed
- (b) Consider options for redeployment of the employee to another APS agency
- (c) Reduce the classification level of an employee on the grounds that the employee is excess to the requirements of ACSQHC at the higher classification level
- (d) Terminate the employment of an employee on the grounds that the employee is excess to the requirements of ACSQHC.

Timely advice

57.4 When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee at the earliest practicable time.

57.5 The CEO will hold discussions with the potentially excess employee to consider:

- (a) Redeployment opportunities for the employee concerned; and
- (b) Whether voluntary retrenchment might be appropriate.

Referral to employee – initial discussion

57.6 Where an employee is identified as potentially excess, the CEO will hold an initial discussion with the employee and/or the employee's representative.

57.7 During this initial discussion period of one month, unless the employee agrees to a lesser period, the CEO will not:

- (a) Invite the employee to accept an offer of voluntary retrenchment; or
- (b) Advise that employee in writing that they are excess.

57.8 The CEO may, prior to the conclusion of these discussions, invite employees who are

not potentially excess to express an interest in voluntary retrenchment, where those retrenchments would permit the redeployment of employees who are potentially excess. The CEO will not advise an employee they are excess until the discussions referred to in clause 57.5 have occurred.

58. VOLUNTARY RETRENCHMENT

- 58.1 Where the CEO invites an excess employee to accept voluntary retrenchment, the employee will have one month to accept or reject the invitation. The CEO will not give notice of termination on the grounds that the employee is excess to requirements, before the end of that period or until such acceptance is received (where the acceptance is received before the end of that period).

Information to employee

- 58.2 At the time of inviting the employee to accept a voluntary retrenchment, the CEO will provide the employee the following information:
- (a) The amounts of redundancy pay, payment in lieu of notice, and likely payment in lieu of leave credits;
 - (b) The amount of accumulated superannuation contributions;
 - (c) The options open to the employee concerning superannuation; and
 - (d) The taxation rules applying to the various payments.

Financial assistance

- 58.3 Employees considering voluntary retrenchment also have access to financial assistance up to a total maximum of \$477 (inclusive of GST) for financial counselling, and a further \$477 (inclusive of GST) for career counselling where such career counselling is not otherwise provided through the EAP.

Period of notice

- 58.4 Where an employee accepts an offer of voluntary retrenchment and the CEO approves the employee's termination, the CEO will give the employee a period of notice of four weeks, or five weeks for an employee over 45 years of age with at least five years of continuous service.

Payment in lieu of notice

- 58.5 Where an employee retires or is retrenched at the beginning of, or within the notice period, he or she will receive payment in lieu of notice for the unexpired portion of the notice period.

59. REDUNDANCY BENEFIT

- 59.1 Where an employee accepts an offer of voluntary retrenchment and the CEO terminates the employee's employment, the employee is entitled to be paid a redundancy benefit of a sum equal to two week's salary for each completed year of 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 NES.
- 59.2 The minimum sum payable will be four week's salary and the maximum will be 48 week's salary.

Part-time service

- 59.3 The redundancy benefit will be calculated on a pro-rata basis for any period where an

employee has worked part-time hours during the employee's 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.

Earlier periods of service

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

- (a) 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
- (b) 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 then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*.

Service for redundancy benefits purposes

59.5 Subject to clause 59.4, and having regard to clauses 59.1 to 59.3 and clause 59.8, service for redundancy benefit purposes means:

- (a) Service in ACSQHC;
- (b) Government service as defined in section 10 of the LSL Act;
- (c) Service with the Commonwealth (other than service with a Joint Commonwealth/State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- (d) Service with the ADF;
- (e) APS service immediately preceding deemed resignation under the then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*, if the service has not previously been recognised for redundancy pay purposes; and
- (f) 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 APS and such service is recognised for long service leave purposes.

Service not to count

59.6 Having regard to clause 59.5, any period of service which ceased:

- (a) Through termination on the following grounds, or on a ground equivalent to any of the following grounds
 - i. The employee lacks, or has lost, an essential qualification for performing the employee's duties; or
 - ii. Non-performance, or unsatisfactory performance, of duties; or
 - iii. Inability to perform duties because of physical or mental incapacity; or
 - iv. Failure to satisfactorily complete an entry level training course; or
 - v. Failure to meet a condition of the employee's engagement; or
 - vi. A breach of the Code of Conduct; or
- (b) On a ground equivalent to a ground listed in subparagraph (a) above under the repealed *Public Service Act 1922*; or
- (c) Through voluntary retrenchment at or above the minimum retiring age applicable to the employee; or
- (d) With the payment of a redundancy benefit or similar payment or an employer-

financed retirement benefit
will not count as service for redundancy benefit purposes.

- 59.7 Absences from work which do not count as service for any purpose will not count as service for redundancy benefit purposes.

Redundancy benefit – rate of payment

- 59.8 For the purpose of calculating any payment under this clause, salary will include:
- (a) The employee's salary; or
 - (b) The salary of the higher position, where the employee has performed duties at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retrenchment; and
 - (c) Other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

60. INVOLUNTARY RETRENCHMENT

Retention periods

- 60.1 Where an excess employee has not accepted an offer of voluntary retrenchment, the excess employee will not be involuntarily terminated by the CEO until the following retention periods have elapsed:
- (a) 56 weeks where an employee has 20 or more years of service or is over 45 years of age; or
 - (b) 30 weeks for other employees.
- 60.2 If an employee is entitled to a redundancy payment under the NES, the retention period at clauses 60.1(a) and 60.1(b) above, is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

Retention period commencement

- 60.3 The retention period will commence on the earlier of the following:
- (a) The day the employee is advised in writing by the CEO that the employee is an excess employee; or
 - (b) One month after the day on which the CEO invites the employee to elect to be voluntarily retrenched.

Redeployment attempts

- 60.4 During a retention period the CEO and the excess employee will take reasonable steps to find alternative employment for the excess employee, this may include the provision of appropriate training.

Travel expenses incurred

- 60.5 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by a prospective employer.

Termination of employment during retention period

- 60.6 Where the CEO believes there is insufficient productive work available for an excess

employee during the retention period, the CEO may terminate the employee's employment and pay a lump sum comprising:

- (a) The balance of the retention period (as shortened for the NES) under clauses 60.1 and 60.2 and this payment will be taken to include the payment in lieu of notice of termination of employment, plus;
- (b) The employee's NES entitlement to redundancy pay.

Notice period

60.7 An excess employee will not be involuntarily terminated without being given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous service). Wherever possible, this notice period will be concurrent with the retention period.

Reduction in classification

60.8 During a retention period, the CEO:

- (a) Will continue to take reasonable steps to find alternative employment for the excess employee; and/or
- (b) May, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee.

Income maintenance as a result of reduction in classification

60.9 Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at the employee's previous level for the balance of the retention period with the exception of reductions for breaches of the APS Code of Conduct.

Attachment A – Salary table

Classification	On commencement 2%	One year from commencement 2%	Two years from commencement 2%
Executive Level 2 (EL2)	\$144,791	\$147,686	\$150,640
	\$137,840	\$140,597	\$143,409
	\$133,386	\$136,054	\$138,775
	\$122,294	\$124,740	\$127,235
Executive Level 1 (EL1)	\$116,906	\$119,244	\$121,628
	\$112,279	\$114,524	\$116,815
	\$106,963	\$109,103	\$111,285
	\$102,502	\$104,552	\$106,643
APS 6	\$94,101	\$95,983	\$97,903
	\$92,040	\$93,881	\$95,759
	\$87,458	\$89,207	\$90,991
	\$83,412	\$85,080	\$86,782
APS 5	\$80,580	\$82,192	\$83,836
	\$76,538	\$78,069	\$79,630
	\$74,511	\$76,001	\$77,521
APS 4	\$73,452	\$74,921	\$76,420
	\$71,429	\$72,858	\$74,315
	\$69,517	\$70,907	\$72,325
APS 3	\$68,010	\$69,370	\$70,758
	\$64,926	\$66,224	\$67,549
	\$63,095	\$64,357	\$65,644
	\$61,358	\$62,585	\$63,837
APS 2	\$57,940	\$59,099	\$60,281
	\$56,330	\$57,456	\$58,605
	\$54,688	\$55,782	\$56,897
	\$53,095	\$54,157	\$55,240
APS 1 (adult)	\$51,021	\$52,041	\$53,082
	\$48,647	\$49,620	\$50,613
	\$47,036	\$47,977	\$48,936
	\$45,430	\$46,338	\$47,265
(at 20 years)	\$41,342	\$42,169	\$43,012
(at 19 years)	\$36,799	\$37,535	\$38,286
(at 18 years)	\$31,801	\$32,437	\$33,086
(under 18 years)	\$27,258	\$27,804	\$28,360

Attachment B – Recognition of allowances for particular purposes

Allowance	Counts as salary for superannuation purposes (CSS and PSSdb only. Members of other superannuation funds refer to clause 18)	Counts towards salary for calculation of additional duty salary	Payable during long service leave	Payable during any other leave other than long service leave	Reduced pro-rata during period of half pay leave (if payable during leave)	Included in income maintenance for excess employees	Included in salary for calculation of retrenchment redundancy payments	Included in salary for payment in lieu of notice of termination of employment	Payment in lieu of long service leave	Payment in lieu of recreation leave
Higher duties allowance	@	✓	*	*	✓	*	*	*	#	^
Workplace responsibility allowance	✓	X	✓	X	X	X	X	✓	X	X

KEY

#	Yes, if in receipt of allowance for a continuous period of greater than 12 months
✓	Yes
^	Yes, if in receipt of allowance on last day of service
X	No
@	Yes, subject to a qualifying period in accordance with the Superannuation (CSS/PSS) Salary Regulations 1978, unless indicated otherwise in the Agreement
*	Yes, subject to certain conditions