



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Australian Radiation Protection and Nuclear Safety Agency**  
(AG2024/1104)

## **AUSTRALIAN RADIATION PROTECTION AND NUCLEAR SAFETY AGENCY ENTERPRISE AGREEMENT 2024 – 2027**

Commonwealth employment

DEPUTY PRESIDENT DEAN

CANBERRA, 18 APRIL 2024

*Application for approval of the Australian Radiation Protection and Nuclear Safety Agency  
Enterprise Agreement 2024 – 2027.*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Radiation Protection and Nuclear Safety Agency Enterprise Agreement 2024 – 2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Radiation Protection and Nuclear Safety Agency (Applicant). The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[3] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), CPSU, the Community and Public Sector Union and The Association of Professional Engineers, Scientists and Managers, Australia, being bargaining representatives for the Agreement, have given notice under section 183 of the Act that they want the Agreement to cover their organisation. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisations.

[4] The Applicant has also made an application pursuant to s.218A to correct some typographical and formatting errors in the Agreement. I am satisfied that they are obvious errors and that it is appropriate to make the correction by varying the Agreement pursuant to s.218A of the Act. An amended version of the Agreement has been filed which incorporates the variation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 April 2024. The nominal expiry date of the Agreement is 28 February 2027.

DEPUTY PRESIDENT

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**Australian Government**  
**Australian Radiation Protection  
and Nuclear Safety Agency**



# **Australian Radiation Protection and Nuclear Safety Agency Enterprise Agreement 2024–2027**

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## Section 1: Technical matters

### Title

1. This agreement will be known as the Australian Radiation Protection and Nuclear Safety Agency Enterprise Agreement 2024 – 2027.

### Parties to the agreement

2. This agreement covers:
  - 2.1 The CEO, for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2 all employees in the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) employed under the PS Act other than:
    - 2.2.1 Senior Executive Service employees or equivalent; and
  - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this agreement:
    - 2.3.1 Community and Public Sector Union (CPSU);
    - 2.3.2 Association of Professional Engineers, Scientists and Managers, Australia (APESMA); trading as Professionals Australia (PA);
    - 2.3.3 Australian Manufacturing Workers Union (AMWU).

### Operation of the agreement

3. This agreement will commence operation seven days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 28 February 2027.

### Delegations

5. The CEO may delegate to or authorise any person to perform any or all of the CEO's powers or functions under this agreement, including the power of delegation, and may do so subject to conditions.

### National Employment Standards (NES) precedence

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of ARPANSA in any respect when compared with the NES.

### Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.

9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.
10. ARPANSA may develop, implement and vary policies, procedures and guidelines from time to time, subject to prior consultation by the parties to this Agreement consistent with clauses 442 – 464 of this Agreement.
11. ARPANSA will make proposed changes to any guides, guidelines, policies and procedures that are in place to support the operation of this Agreement available to the Staff Consultative Forum for comment and feedback for a minimum period of two weeks. ARPANSA will give genuine consideration to any comments or feedback received in relation to the proposed changes prior to the employment policy, procedure or guideline being finalised.
12. Particular guides, guidelines, policies and procedures will be applied on the basis of their terms at the time of any relevant action or decision.

### Individual flexibility arrangements

13. ARPANSA and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 13.1 the agreement deals with one or more of the following matters:
    - 13.1.1 arrangements about when work is performed;
    - 13.1.2 overtime rates;
    - 13.1.3 penalty rates;
    - 13.1.4 allowances;
    - 13.1.5 remuneration; and
    - 13.1.6 leave and leave loading; and
  - 13.2 the arrangement meets the genuine needs of ARPANSA and employee in relation to one or more of the matters mentioned in clause 13.1; and
  - 13.3 the arrangement is genuinely agreed to by ARPANSA and employee.
14. The agency must ensure that the terms of the individual flexibility arrangement:
  - 14.1 are about permitted matters under section 172 of the FW Act;
  - 14.2 are not unlawful terms under section 194 of the FW Act; and
  - 14.3 result in the employee being better off overall than the employee would be if no arrangement was made.
15. ARPANSA must ensure that the individual flexibility arrangement:
  - 15.1 is in writing;
  - 15.2 includes the name of ARPANSA and employee;

- 15.3 is signed by ARPANSA and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- 15.4 includes details of:
  - 15.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
  - 15.4.2 how the arrangement will vary the effect of the terms;
  - 15.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- 15.5 states the day on which the arrangement commences.
16. ARPANSA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
17. ARPANSA or employee may terminate the individual flexibility arrangement:
  - 17.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 17.2 if ARPANSA and employee agree in writing – at any time.
18. ARPANSA and employee are to review the individual flexibility arrangement at least every 12 months.
19. The number of Individual Flexibility Arrangements in operation within ARPANSA will be reported to the Staff Consultative Forum on a quarterly basis.

## Definitions

20. The following definitions apply to this agreement:

**Agreed day** for the purposes of overtime an employee may make an agreement with their supervisor to work an agreed day as an alternative to the standard day.

**Agreement** means the Australian Radiation Protection and Nuclear Safety Agency Enterprise Agreement 2024 – 2027.

**APDS** means the ARPANSA Performance Development System

**APS agency** means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

**APS consultative committee** means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

**Agency Head** means the Chief Executive Officer (CEO) of the Australian Radiation Protection and Nuclear Safety Agency or the CEO's delegate.

**APS** means the Australian Public Service.

**ARPANSA** means the Australian Radiation Protection and Nuclear Safety Agency, a statutory agency, constituted by the CEO of ARPANSA and employees of ARPANSA under section 58 of the *ARPANS Act 1998*.

**ARPANS Act** means the Australian Radiation Protection and Nuclear Safety Act 1998.

**Australian Defence Force Cadets** means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

**Bandwidth** means the span of hours during which an employee can perform ordinary hours.

**Branch/Office Head** means an ARPANSA employee who has the responsibility for overseeing, monitoring, managing, directing or supervising a Branch or Office.

**Broadband** refers to the allocation of more than one approved classification by the CEO to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

**Building activities** means any construction, building, alterations or refurbishment activities which may cause disruption at an office location.

**Casual employee (irregular or intermittent employee)** means an employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

**CEO** means the person appointed to hold the office of the Chief Executive Officer of the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) or a person appointed to act as CEO pursuant to section 35 of the *ARPANS Act 1998*.

**Child** means a biological child, adopted child, foster child, stepchild, or ward.

**Classification** means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

**CSS** is the Commonwealth Superannuation Scheme established under the *Superannuation Act 1976*

**De facto partner** means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.

**Delegate** means someone to whom a power or function has been delegated.

**Dependant** means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

**Employee** means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full-time, part time or casual, ongoing or non-ongoing).

**Employee representative** means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

**Family** means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee, regardless of their gender;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household;
- e. a person the CEO is satisfied has a strong affinity with the employee; or
- f. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

**Family and domestic violence** has the same meaning as in section 106B(2) of the FW Act.

**Family responsibilities** means "immediate family" members, "family responsibilities" also includes any other person whether related to the employee or not who is clearly dependent on the employee for care, support and attention.

**Full-time employee** means an employee employed to work an average of 36 hours and 45 minutes per week in accordance with this agreement.

**FW Act** means the *Fair Work Act 2009* as amended from time to time.

**Immediate family** includes employee's spouse (including employee's spouse's family), de-facto partner, former spouse or de-facto partner, child, adult, parent, grandparent, grandchild, or sibling of the employee or of the spouse or de-facto partner of the employee.

**IT** means Information Technology.

**Manager** means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.

**ML Act** means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

**Non-ongoing employee** means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

**NES** means the National Employment Standards at Part 2-2 of the FW Act.

**Office Disruption** means any detrimental effects on the working conditions of the office-based employees caused by a variety of factors associated with “building activities”, including one, or generally more, of the following: excessive dust, noise fumes, heat, vibrations, cold, wet, dirt, loss of amenities, etc.

**Ongoing employee** means an employee engaged under section 22(2)(a) of the PS Act.

**Ordinary hours, duty or work** means an employee’s usual hours worked in accordance with this agreement and does not include additional hours.

**Parliamentary service** means employment under the *Parliamentary Service Act 1999*.

**Partner** means a current or former spouse or de facto partner, regardless of gender.

**Part-time employee** means an employee whose ordinary hours are less than 147 hours each four week period (the settlement period), in accordance with this agreement.

**Primary caregiver** for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**PS Act** means the *Public Service Act 1999* as amended from time to time.

**PSS** is the Public Sector Superannuation Scheme established under the Superannuation Act 1990

**PSSap** is the Public Sector Superannuation Accumulation Plan, a superannuation scheme established under the *Superannuation Act 2005*.

**Reimbursement** includes partial reimbursement.

**Relevant employee** means an affected employee.

**Salary** means the employee’s rate of salary (in accordance with the annual salary rates at Attachment A) and will be salary for all purposes. Specifically, where salary-sacrifice or purchased leave arrangements are in place, the employee’s salary for purposes of superannuation, severance and termination payments will be determined as if the arrangement/s did not exist.

**Salary-sacrifice** means a salary-sacrifice of purchased leave arrangements in place for an employee’s benefit. For the purposes of superannuation, severance and termination, payments will be determined as if the agreement/s did not exist.

**Salary barrier** is the pay rate beyond which entitlement to payment for overtime and other conditions ceases. APS Levels 1 to 6 are “below” the salary barrier and APS Executive Levels 1 and 2 are “above” the salary barrier. The “barrier salary” is the maximum salary payable to an APS Level 6.

**Secondary caregiver** for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**Supervisor** means an employee who has responsibility for overseeing, monitoring, managing or supervising the work of another employee.

**Support person** means a person selected by the employee to provide support during a performance or disciplinary discussion the employee has with the employee’s manager or supervisor.

**Voluntary retrenchment** means voluntary termination of an excess employee’s APS employment, also known as “voluntary retirement” or “voluntary redundancy”.

**Workplace** means an ARPANSA workplace, office, unit or establishment.

## Section 2: Remuneration

### Salary

21. Salary rates will be as set out in <Attachment A – Base salaries> of this agreement.
22. The base salary rates in <Attachment A – Base salaries> include the following increases:
  - a. 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
  - b. 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
  - c. 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
23. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in <Attachment A – Base salaries> were calculated based on base salary rates as at 31 August 2023.

### Payment of salary

24. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee’s choice, based on their annual salary using the following formula:

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

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.

### Salary setting

25. Where an employee is engaged, moves to or is promoted in ARPANSA, the employee’s salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these salary setting clauses .
26. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
27. In determining a salary under these salary setting clauses, the CEO will have regard to a range of factors (as relevant) including the employee’s experience, qualifications and skills.

28. Where an employee commences ongoing employment at ARPANSA immediately following a period of non-ongoing employment in ARPANSA for a specified term or task, the CEO will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee at ARPANSA.
29. Where an employee commences ongoing employment in the agency immediately following a period of casual employment at ARPANSA, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee at ARPANSA.
30. Where an APS employee moves to ARPANSA at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
31. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.
32. Where an employee is assigned duties at a lower classification, salary will be determined by the CEO as though service at salary points which exceeded the minimum of the lower classification was service in the lower classification.
33. Where an employee, requests in writing, to temporarily undertake duties at a lower classification, the CEO may determine, in writing, that the employee shall be paid at the pay point applicable to the lower classification for the period specified in the request.

### **Incremental advancement**

34. An employee will progress one pay point within their approved classification after 12 months at a particular pay point provided the employee has:
  - a. satisfied the requirements of the ARPANSA's Performance Development System (APDS);
  - b. the supervisor has recommended incremental advancement after assessing the employee's performance as at least satisfactory; and
  - c. if relevant to the requirements of the duties of the employee, the employee has satisfied any qualification prescriptions or advancement barriers determined by the CEO.
  - d. at least six months of aggregate eligible service.
35. Eligible service for incremental advancement include:
  - a. all periods of paid leave
  - b. periods of paid and unpaid parental leave
  - c. periods of unpaid leave that count as service; and
  - d. service while employed on an ongoing or non-ongoing basis
36. During a period of unpaid parental leave employees will be eligible to advance one increment, regardless of the length of unpaid parental leave.



37. The CEO may authorise the progression of more than one pay point after 12 months of service at a particular pay point as long as the requirements as outlined at clause 34 have been met and the employee's performance on their most recent APDS has been greater than satisfactory.
38. Employees who are acting at a higher classification, and satisfy the assigned eligibility criteria stipulated in the applicable position description(s), will be eligible for increment advancement at both their substantive and acting classifications.
39. Increment advancement while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.

### **Executive Level 2 Designations**

40. Noting the specific professional skills and abilities required for a small number of roles within ARPANSA below the SES classification, the Executive Level 2 classification will be made up of two designations comprising an Executive Level 2 [Lower] and an Executive Level 2 [Upper].
41. **Advancement between Executive Level 2 designations:** There will be an "advancement barrier" between the Executive Level 2 [Lower] and Executive Level 2 [Upper] designations and ongoing movement to the Executive Level 2 [Upper] designation can only occur following external advertising and a merit selection process.

### **Temporary assignment of duties to the SES classification**

42. The provisions of this clause will apply to employees' temporarily assigned duties at the Senior Executive Service (SES) classification, to the extent that they are not inconsistent with clause 20.
43. The CEO will determine an appropriate allowance within the SES remuneration framework which the employee will be paid for the duration of the temporary assignment. The allowance will be regarded as salary for the purposes of calculating travelling and meal allowances during their period of temporary assignment.

### **Salary packaging**

44. All ARPANSA employees covered by this Agreement will have access to salary packaging. Further information regarding salary packaging is available from Human Resources.

### **Superannuation**

45. ARPANSA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
46. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
47. ARPANSA will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by ARPANSA's payroll system.

### ***Method for calculating superannuation salary***

48. ARPANSA will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.

49. Casual employees will be paid an employer contribution of 15.4 per cent of their Ordinary Time Earnings (OTE).
50. Employer contributions will be made for all employees covered by this agreement.
51. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.
52. Employees who are members of the CSS or PSS schemes will be reimbursed up to \$500, subject to the production of a receipt, for financial advice if considering changing superannuation arrangements.

### ***Payment during unpaid parental leave***

53. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and for such periods of leave where the employee is a member of an accumulation fund other than PSSap.

### **Overpayments**

54. An overpayment occurs if the CEO provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
55. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
56. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
57. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
58. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
59. ARPANSA and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
60. Interest will not be charged on overpayments.
61. Nothing in clause 54 prevents:
  - a. ARPANSA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - b. ARPANSA from pursuing recovery of the debt through other available legal avenues; or
  - c. the employee or ARPANSA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Supported wage system

62. An employee can get a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
  - a. have a disability;
  - b. meet the criteria for a Disability Support Pension; and
  - c. are unable to perform duties to the capacity required.
63. Specific conditions relating to the supported wage system are detailed in <Attachment B – Supported Wage System>.

## Section 3: Allowances and reimbursements

### Allowances

64. Adjustment of expense related allowances
  - a. The Expense Related Allowances contained in this Agreement may be increased by the CEO in line with a relevant economic indicator.
  - b. ARPANSA adopts prescribed rates to adjust expense related allowances including Travel, Temporary Accommodations, Motor Vehicle, Disturbance and Antarctic Allowances. Further information is available on the ARPANSA Intranet.
65. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
66. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.
67. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
68. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
69. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
70. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.
71. Higher duties allowance is not normally payable where the period of assignment of temporary duties is less than two weeks. In those circumstances, it is expected that the duties at the higher classification are shared amongst the employees including the Section Manager and/or Branch/Office Head or Office as necessary.
72. Higher duties allowance will be regarded as salary for the purposes of calculation and payment of overtime, restriction allowance, emergency duty and excess travelling time for those employees below the salary barrier outlined in this agreement, up to the maximum of the APS Level 6 classification.
73. Paid leave approved or public holidays observed during a period of temporary assignment of duties will not affect eligibility to receive higher duties allowance.

### Office disruption allowance

74. Where employees experience office disruption and are not able to work from an ARPANSA office, be redeployed to another work area, or work remotely, ARPANSA will reimburse affected employees for reasonable costs incurred due to the disruption. The CEO will seek to prevent employees from being subjected to any "office disruption".

### Overtime meal allowance

75. An employee who works overtime after the end of ordinary hours of duty for the day, to the completion of or beyond a meal period, without a break for a meal, will be paid a meal allowance of \$34.90 in addition to any overtime. This amount is fixed for the life of the Agreement.
76. A meal period will mean the following periods:
- 7.00am to 9.00am
  - 12 noon to 2.00pm
  - 6.00pm to 7.00pm
  - midnight to 1.00am
77. Substituted meal periods can be utilised upon agreement between the CEO and the majority of affected employees or the CEO and an individual employee. Such an agreement will provide for four meal allowance periods in each 24-hour cycle.
78. A meal allowance is also payable to an employee who:
- a. is required, after the completion of the employee's ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break;
  - b. is required to perform duty before the commencement of ordinary hours of duty, breaks for a meal and is not entitled to payment for that break;
  - c. is required to perform duty on a Saturday, Sunday or public holiday, in addition to the employee's ordinary hours of duty, extending beyond a meal break and is not entitled to payment for that meal break;
  - d. is required to perform duty for a continuous period of at least one hour outside standard hours; or
  - e. is required to perform duty for a continuous period to the completion of, or beyond a meal period.

### Loss or damage to clothing or personal effects

79. Where an employee incurs loss of, or damage to, clothing or personal effects, and the loss or damage can be reasonably associated with the employee's performance of their duties, the CEO may approve reimbursement to the employee if satisfied that the claim is legitimate. The CEO may request the production of supporting documentation if considered necessary.

### ARPANSA APS3 trade-based allowance

80. This allowance applies to ARPANSA employees engaged in trade-based activities at the ARPANSA Level 3 classification (APS Level 3).
81. An ARPANSA Level 3 employee to whom this clause applies shall be paid an allowance at the rate of \$3.55 for every hour they are required to undertake trade based activities. This amount is fixed for the life of the Agreement.

### Workplace responsibility allowance

- 82. A workplace responsibility allowance will be paid where ARPANSA has appointed or eligible peers have elected an employee to one of the following roles:
  - a. First Aid Officer
  - b. Health and Safety representative
  - c. Fire or Emergency warden
  - d. Harassment Contact officer
  - e. Mental Health First Aid Officer
  - f. Deputy Radiation Safety Officer
  - g. Radiation Protection Advisors
- 83. An employee may not receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
- 84. The workplace responsibility allowance will increase in line with headline wage increases outlined in clause 22 of this agreement. The following rates will apply:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$41.23 per fortnight	\$42.80 per fortnight	\$44.26 per fortnight

- 85. The allowance will be paid in full regardless of part-time work or flexible working arrangements.
- 86. An employee’s physical ability to undertake a role in receipt of a workplace responsibility allowance will be considered when appointing employees to roles. Not all workplace responsibility roles require a physical presence in the workplace for the role to be successfully undertaken.
- 87. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount, as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

**Community language allowance**

- 88. A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the CEO. Further information is included in policy.
- 89. The allowance is paid in accordance with the employee’s level of competency:

Table 1: Community language allowance rates

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

- 90. The allowance is calculated annually and paid fortnightly.
- 91. The full allowance is payable regardless of flexible work and part-time arrangements.
- 92. The allowance is payable during periods of paid leave.
- 93. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## Section 4: Classifications and broadbands

### Classification structure

94. ARPANSA’s unified classification structure below the Senior Executive Service level is as follows:

APS Classification		Local Designation
APS Level 1	APS1	ARPANSA Level 1
APS Level 2	APS2	ARPANSA Level 2
APS Level 3	APS3	ARPANSA Level 3
APS Level 4	APS4	ARPANSA Level 4
APS Level 5	APS5	ARPANSA Level 5
APS Level 6	APS6	ARPANSA Level 6
Executive Level 1	EL1	ARPANSA Level EL1
Executive Level 2	EL2	ARPANSA Level EL2 (upper)
		ARPANSA Level EL2 (lower)
ARPANSA Graduate Broadband	APS3	ARPANSA Level 3
	APS4	ARPANSA Level 4
	APS5	ARPANSA Level 5

95. The CEO may specify mandatory qualifications where qualifications directly relate to the duties of the role and classification, and are consistent with the ARPANSA occupational stream specific work level standards.
96. Employees, and where they choose their representatives, will be consulted on any changes to the mandatory qualifications specified for roles within ARPANSA.

### Graduates

97. The ARPANSA Graduate Broadband encompasses the APS3 to APS5 classifications (ARPANSA Levels 3 to 5).
98. Subject to the graduate’s performance and skill level being assessed as at least satisfactory in the graduate’s APDS, and there being sufficient work available at the higher classification level, ARPANSA graduates will, at their annual commencement anniversary, advance to the APS 4 classification within the ARPANSA Graduate Broadband.
99. The CEO may commence a graduate at the APS4 Level classification taking into consideration their qualifications, skills and experience. Where a graduate is engaged at the APS4 level, the graduate will, after 12 months, advance to the APS5 classification within the ARPANSA Graduate broadband subject to their performance and skill level being assessed as at least satisfactory in the graduate’s APDS, and there being sufficient work available at the higher classification level. Graduates will remain at the APS5 classification for the remainder of the graduate program.



100. During the life of the Agreement, the parties will review the graduate broadband and in particular, the Graduate Recruitment Program (GRP), with the view of enhancing rotational placements, the experiential learning component and progression arrangements.
101. The GRP is an approximate 24 month program that provides graduates with access to professional development opportunities and mentoring expertise designed to assist the graduate make a positive contribution to ARPANSA's scientific and regulatory operations and programs.
102. Where an employee moves to a classification, within ARPANSA the Graduate Broadband, the employee is entitled, where relevant, to an allowance to bring their salary up to the level they received immediately prior to the movement, or the maximum salary of the ARPANSA Graduate Broadband classification to which the employee would be advanced on successful completion of the training, whichever is the lower, for the period the employee remains within the Graduate Broadband classification.

### STEM Careers

103. In order to further enhance its attraction and retention of STEM professionals, ARPANSA will develop and implement a broadband framework for eligible STEM employees during the life of this agreement.

### Work Level Standards

104. The APS Work Level Standards (WLS) continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.
105. As a specialist, multi-disciplinary agency, ARPANSA has built on the APS WLS to provide for a more comprehensive description of the specialised nature of the technical and professional work undertaken and the associated work value of particular roles.
106. As provided in the ARPANSA Professional Officer WLS, entry level to the ARPANSA Professional Officer structure will be at the APS5 classification with the exception of the Graduate recruitment program.
  - a. Employees and, where they choose their representatives, will be consulted on any proposed changes to the ARPANSA WLS.

## Section 5: Working hours and arrangements

### Employment types

#### Job security

##### ***Commitment to ongoing employment and rebuilding APS capacity***

107. The APS is a career-based public service. In its engagement decisions, ARPANSA recognises that the usual basis for engagement is as an ongoing APS employee.

##### ***Reporting***

108. Where a consultative committee is in place, ARPANSA will report to ARPANSA's Staff Consultative Forum on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by ARPANSA.

##### ***Pathways to permanency***

109. ARPANSA and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, ARPANSA recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

### Outside employment

110. Employees are able to work, paid or unpaid and voluntary work (including directorships of an outside organisation), outside the APS if it does not conflict with or adversely affect the performance of their official duties. Further information is contained in ARPANSA's *Outside Employment Policy*.

### Casual (irregular or intermittent) employment

111. A casual (irregular or intermittent) employee is defined in the definitions section.

112. A decision to expand the use of casual employees is subject to clauses 442 to 464 of this agreement.

113. ARPANSA will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.

114. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.

115. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.

116. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.

117. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## Non-ongoing employment

118. A non-ongoing employee is defined in the definitions section.
119. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- a. personal/carer's leave accrual at clause 246;
  - b. redundancy provisions at clauses 499–537, subject to clause 120
120. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 499–537 will apply.
121. If the redundancy provisions apply to an employee under clause 120, ARPANSA must adhere to the consultation requirements at clauses 442–464.

## Usual location of work

122. An employee's usual location of work will be the designated office or other location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, ARPANSA may specify a designated office location by advising the employee in writing.
123. An employee and the CEO may agree to vary the employee's usual location of work on a temporary or permanent basis.

## Working hours

124. **Ordinary hours of duty:** The ordinary hours of duty for full time employees will be 147 hours each 4 week period (the settlement period). An employee and their manager may agree on an alternative settlement period and pattern of hours subject to hours of work averaging 36 hours 45 minutes per week or 7 hours 21 minutes per day.
125. During periods where employees are not actually at work (such as public holidays or periods of leave excluding flex leave), employees will record 7 hours 21 minutes a day on their record of attendance for the purposes of calculating hours worked within a settlement period.
126. **Standard day:** The standard ARPANSA day applying to full time employees is from 8.30am to 4.51pm with a one hour meal period from 12.30pm until 1.30pm (standard hours).
127. The intention of the standard day is to provide guidance and assistance to staff and managers where required, such as for the provisions of clause 132a, and generally should not be interpreted as mandated hours.
128. **Span of hours:** Ordinary hours of duty are within the limits of 7.00am and 7.00pm, Monday to Friday.
- a. An employee will not be expected to work more than 10 hours on any day (inclusive of meal breaks) and/or more than five consecutive hours without a meal break of at least 30 minutes.
129. An employee must record the actual times of their arrival for and departure from duty.
130. **Unauthorised absence:** Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available (after appropriate measures have

been taken by the employee's supervisor to determine whether or not there were legitimate reasons for the absence) until the employee resumes duty or is granted leave.

### Flex for APS 1-6 classifications

131. **Flextime** is a system of working hours arrangements which allow ARPANSA APS1 – APS6 level employees to vary their working hours, patterns and arrangements to provide maximum organisational flexibility that benefits the employee, clients and ARPANSA. Further information can be found in ARPANSA's *Flextime Guide*.
132. **Operation:** Flextime will operate in ARPANSA subject to the provisions of this clause and ARPANSA's *Flextime Guide*, unless the CEO:
- a. considers it necessary, because of essential work requirements, for an employee or group of employees in a workplace to revert to the hours of a standard day for a period, or
  - b. removes an employee from flextime for a specified period because that employee has failed to comply with the provisions of flextime.
133. **Part-time employees:** Part-time employees may access ARPANSA's flextime scheme and, with the approval of their manager, vary their pattern of hours within the span of hours of the settlement period. A short-term variation to hours of work during the settlement period will not be taken into account when calculating the employee's next paid leave accruals. Subject to the agreement of their manager, a part-time employee may increase or decrease their hours of work during a settlement period either for a finite period or on an ongoing basis, subject to minimum attendance requirements.
134. Settlement periods, debits and credits
- a. Ordinary hours of duty for all full time employees are 147 hours over a four-week period (the "*settlement period*"). The hours of duty for part-time employees are those agreed in their part-time work agreement.
  - b. Employees are able to accumulate and carry over a maximum of 36 hours 45 minutes (5 days) flex credit at the end of a settlement period.
  - c. Employees may carry over a maximum of 14 hours 42 minutes (2 days) flex debit accumulated in any settlement period into the next settlement period. In circumstances where the maximum debit is exceeded at the end of a settlement period, the employee will be required to discuss this with their manager and reduce the debit to the specified maximum (i.e. 2 days or lower) over the next settlement period.
  - d. Further information is available in ARPANSA's *Flextime Guide*
135. **Prior to cessation of employment:** Employees will be given the opportunity to balance their flextime debits or credits. Where the employee has a flextime credit at cessation, arrangements will be made to include payment for these credits at ordinary time rates with any final monies due to the employee. In cases where the employee has a flextime debit at the time of cessation, these will be recovered from the final monies due to the employee.

## Executive Level Time Off in Lieu (EL TOIL)

136. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
137. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by ARPANSA.
138. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
139. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
140. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
141. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
142. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## Overtime

143. **Definition:** Work will be considered overtime for a full-time day worker, in a classification where the rate for the classification is below the salary barrier, where the employee is directed to undertake it and:
  - a. the duty that is performed is in excess of 7 hours 21 minutes on any one day, Monday to Friday, or
  - b. it is performed on Monday to Friday outside standard hours/agreed day, or
  - c. it is performed on a Saturday, Sunday or Public Holiday
144. Subject to the following sub-clause unreasonable hours, an employer may require an employee to work reasonable overtime at overtime rates.
145. **Unreasonable hours:** Circumstances in determining whether additional hours are reasonable or unreasonable are set out in section 62(3) of the *Fair Work Act 2009*. In particular, ARPANSA will take the following considerations into account in determining whether additional hours are reasonable or unreasonable:
  - a. the risk to employee health and safety from working the additional hours
  - b. the employee's personal circumstances including family responsibilities
  - c. the number of hours worked by the employee over the four weeks ending immediately before the request to work the additional hours.

146. All overtime will be paid at the rate of 1.8 times the employee’s ordinary hourly rate of pay, using the following formula:

Annual Salary	X	6	X	1.8
313		36.75		1

147. Overtime is to be worked by prior direction, or if circumstances do not permit prior direction, subsequent approval in writing.

148. **Use of taxis for after-hours work:** Where it is appropriate to do so, a Branch/Office Head or supervisor may, having regard to the *Use of Taxi Guidelines* and ARPANSA’s WH&S responsibilities; authorise reasonable travel costs for an employee who has performed additional duty at ARPANSA’s expense.

149. **Meal periods disregarded:** Meal periods will be disregarded for the purposes of calculating whether an overtime attendance is or is not continuous with ordinary hours of duty, or is not separate from other duty.

150. **Part-time employees:** In the case of part-time employees who occupy classifications below the salary barrier:

- a. overtime will be paid for all duty performed which is not continuous with an employee’s ordinary hours as prescribed at clause 203.
- b. overtime will be paid for all duty performed on any day which is continuous with an employee’s ordinary hours as prescribed at sub-clause 65.4 which in whole or in part, falls outside the period 8.00am to 6.00pm, where the employee also completes the ordinary hours of duty on that day.
- c. overtime will be paid for duty which is continuous with an employee's ordinary hours, which falls wholly within the period 8.00am to 6.00pm and which exceeds, in any one week, that employee's prescribed weekly hours as prescribed at clause 203.

151. **Part-time employees above barrier:** In the case of part-time employees in a classification above the salary barrier, extra duty will be paid at the employee’s normal hourly rate in respect of duty performed outside the ordinary hours as prescribed at sub-clause 65.4, subject to the total of ordinary hours of duty and extra duty not exceeding:

- a. on any day a maximum of 7 hours and 21 minutes ordinary and extra duty as applicable to an equivalent full-time employee
- b. in any week a maximum of 36 hours 45 minutes ordinary and extra duty as applicable to an equivalent full-time employee.

152. Rest relief after overtime:

152.1 **Rest break:** An employee who works so much overtime as to have not had at least 8 consecutive hours off duty plus reasonable travelling time:

- a. between the termination of ordinary hours of duty on any day, and the commencement of ordinary work on the next day, or

- b. on a Saturday, Sunday or a Public Holiday, not being an ordinary working day, in the 24 hours preceding ordinary commencing time on the employee's next ordinary day will be granted time off under sub-clause 152.2.

152.2 **Time off:** Where the provisions of sub-clause 152.1 apply, an employee will:

- a. be allowed to leave work after such overtime for a period of eight consecutive hours off duty, plus reasonable travelling time, and will suffer no loss of pay for ordinary working time occurring during the employee's absence.

152.3 **Reduced rest period:** If an employee is required to resume or continue work, without having had time off duty in accordance with sub-clause 152.2:

- a. payment at double ordinary time rates will be made to the employee for time worked until the requirements of sub-clause 152.2 are met.

152.4 **Emergency duty:** The provisions of sub-clauses 152.2 and 152.3 do not apply to overtime worked in the circumstances covered by clause 70 (Emergency Duty) unless the actual time worked is at least three hours on each call.

152.5 **Above barrier:** The provisions of this sub-clause will not apply to employees who are ineligible for overtime due to the salary barrier.

152.6 **Duty over midnight:** Where an overtime attendance, not continuous with ordinary hours of duty, involves duty both before and after midnight, the minimum payment provisions of this sub-clause will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.

153. **Four hour minimum:** The minimum payment for each separate overtime attendance, which is not continuous with ordinary hours of duty, will be four hours at the prescribed overtime rate.

154. **Above barrier employees ineligible:** Unless there are exceptional circumstances, employees above the salary barrier (ie: Executive Level employees) will not be eligible to receive payment for overtime. The "salary barrier" is the maximum salary payable to an APS Level 6. EL employees are eligible for time off in lieu in line with clauses 136 to 142 of this agreement.

## Emergency duty

155. Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary hours of duty, the employee will be paid for such emergency duty at the rate of double time. The time for which payment will be made will include time necessarily spent in travelling to and from duty. The minimum payment under this sub-clause will be two hours at double time.

156. Where more than one attendance is required for emergency duty, the amount payable to the employee will be calculated from the commencing time of the first attendance to the ceasing time of duty on the following attendance.

157. **Above barrier employees ineligible:** Unless there are exceptional circumstances, employees above the salary barrier (ie: Executive Level employees) will not be eligible to receive payment for emergency duty. EL employees are eligible for time off in lieu in line with clauses 136 to 142 of this agreement.

**Restriction**

158. **Restriction allowance:** An employee who is directed to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of duty will be eligible for payment of restriction allowance.

- a. Employees who are not directed to be contactable or available to perform work outside of their ordinary hours of duty, but are required to perform work outside of their ordinary hours of duty as a result of work being fielded to them by a colleague on restriction duty will be eligible for overtime in accordance with clauses 143 – 154 where:
  - a) There is a clear time imperative for the work to be performed; and
  - b) The time imperative and the required work is approved by an employee at the EL2 classification or above.
- b. Restriction allowance will be subject to the following conditions:
  - a) the restriction situation will be imposed by prior written direction, or subsequently approved in writing;
  - b) the provisions of clause 155–157 (Emergency Duty) will not apply where an employee is recalled to duty while restricted;
  - c) where an employee who has been placed on restriction duty is not contactable or available to perform extra duty outside of the employee’s ordinary hours of duty, they will not be paid the restriction allowance for the period they are not contactable or available.
- c. **Payment rate:** An employee will be paid an allowance at a rate of 9% of the employee's hourly rate of salary for each hour or part hour restricted. The hourly rate of payment will be calculated as follows:

Annual Salary	X	6	X	9% of salary
313		36.75		

- d. An employee will not be entitled to restriction allowance for any period over which they have received Overtime or Emergency Duty payment.
- e. In situations where exceptional circumstances exist; e.g.: maintaining ARPANSA’s IT platform, the CEO may approve payment under this clause to an employee above the salary barrier (ie: Executive Level employees). In these circumstances, the annual salary component of the payment rate at sub-clause 71.3 will be the maximum salary payable to an APS Level 6.
- f. **Supplementary payment:** Notwithstanding the payment rate specified at sub-clause 158b, where an employee is restricted over the Christmas/New Year shutdown they will receive an additional fixed amount of \$117 per day (refer sub-clause 90.1). This amount is set for the life of the Agreement
- g. Where an employee who has been restricted is required to perform duty, but is not required to be recalled to their usual place of work, overtime payment will be made, subject to a one hour minimum payment.



- h. Where an employee who has been restricted outside the employee's normal hours is recalled to duty at their usual place of work, payment in accordance with the relevant overtime provisions will be made subject to a three hour minimum payment.

**Hours of work for emergency response events**

- 159. **Introduction:** Whilst employees would normally be required to work “ordinary hours of duty” as set out at clause 124 of the Agreement, ARPANSA may introduce shift work for a limited and specified period to enable the Agency to prepare for or respond to an identified national or international crisis or emergency situation such as the 2011 Japanese nuclear incident which required 24-hours a day coverage; 7-days per week (ie: 24/7).
- 160. The introduction of shift work is not intended to replace an employee’s entitlement to have their fortnightly salary supplemented through the working of approved overtime and/or emergency duty in order to meet ARPANSA’s operational or emergency needs. In other words, shift work will only be introduced to meet specific circumstances as outlined at clause 159 above and, having been introduced, will be subject to the agreed consultative arrangements as set out at clauses 442 to 464 of this agreement.
- 161. **Standard shift working hours:** A standard shift roster will be structured to comprise of no more than 10 hours duration. Where an employee is required to work shift work in addition to the standard shift roster duration of 10 hours, the additional hours shall be paid at the overtime rate of 1.8 as set out in clause 146 of this Agreement.
- 162. In addition to clause 161 above, where an employee performs shift work for more than the ordinary hours of duty over a settlement period, the employee will be paid overtime at the rate of 1.8 for any additional time worked. The total duration of working hours (shift work plus overtime) must not exceed 12 hours in one day.
- 163. **Meal breaks:** An employee will not be required to work more than five hours continuously without taking a meal break. Each meal break shall be a minimum of 30 minutes. An employee may be given further breaks in addition to the agreed meal breaks.
- 164. In developing rosters for emergency response events, ARPANSA will consult with affected employees and their representatives in accordance with clauses 442 to 464. Rosters will specify the commencing and finishing times of each shift.
- 165. **Shift loading summary:** The following table details the shift loading penalties that will be applied in the event of shift work arrangements being introduced within ARPANSA:

Rostered shift working hours	Penalty rate (shift loading)
Shift work; any part of which falls within the weekly span of hours of 7:00 am to 7:00 pm;	15%
Shift work the which falls wholly outside the weekly span of hours of 7:00 am to 7:00 pm;	30%
Shift work performed on a weekend (from 7:00 pm on Friday until 7:00 am on Monday);	100%
Shift work performed on a public holiday;	150%

166. **Payment of shift loading during annual leave:** Where an employee proceeds on annual leave which was approved before the introduction of the shift working arrangements, the employee will be paid the loadings for the shifts he/she would have worked had they not taken leave.
167. **Cessation of shift work – notice period:** Where a shift work arrangement ceases, a notice period of 7 days will be given to provide the employee (s) concerned sufficient time to adjust to their standard fortnightly salary. In the event that notice period is less than 7-days, ARPANSA will pay the relevant shift penalty the employee would have received but for the cessation of the shift working arrangement for the balance of the 7-day period.
168. **No concurrent payment:** Shift loadings will not be paid in conjunction with any other penalty payment or determination for the same shift, unless the duration of the shift exceeds 10 hours where overtime is payable.

### **Flexible working arrangements**

169. ARPANSA, employees and the parties to this agreement recognise:
- a. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - b. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - c. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - d. that flexibility applies to all roles at ARPANSA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
170. ARPANSA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across ARPANSA at all levels. This may include developing and implementing strategies through ARPANSA's staff consultative forum.
171. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

### **Requesting formal flexible working arrangements**

172. The following provisions do not diminish an employee's entitlement under the NES.
173. An employee may make a request for a formal flexible working arrangement.
174. The request must:
- a. be in writing;
  - b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and

- c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the *Fair Work Act 2009*.
175. An employee's manager must provide a written response to a request within 21 days of receiving the request.
176. The response must:
- a. state that the CEO approves the request and provide the relevant detail in clause 177; or
  - b. if following discussion between ARPANSA and the employee, the agency and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - c. state that the CEO refuses the request and include the following matters:
    - i. details of the reasons for the refusal; and
    - ii. set out ARPANSA's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - iii. either:
      - 1. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
      - 2. state that there are no such changes; and
    - iv. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
177. Where the CEO approves the request this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:
- a. any security and work health and safety requirements;
  - b. a review date (subject to clause 181); and
  - c. the cost of establishment (if any).
178. The CEO may refuse to approve the request only if:
- a. ARPANSA has discussed the request with the employee; and
  - b. ARPANSA has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - c. ARPANSA and the employee have not reached such an agreement; and
  - d. ARPANSA has had regard to the consequences of the refusal for the employee; and
  - e. the refusal is on reasonable business grounds.

179. Reasonable business grounds include, but are not limited to:
- a. the new working arrangements requested would be too costly for ARPANSA;
  - b. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - c. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
180. For First Nations employees, ARPANSA must consider connection to country and cultural obligations in responding to requests for altering the location of work.
181. Approved flexible working arrangements will be reviewed by ARPANSA and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

***Varying, pausing or terminating flexible working arrangements***

182. An employee may request to vary an approved flexible working arrangement in accordance with clause 174. An employee may request to pause or terminate an approved flexible working arrangement.
183. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 185.
184. The agency must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
185. Prior to the CEO varying, pausing or terminating the arrangement under clause 183, ARPANSA must have:
- a. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - b. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - c. had regard to the consequences of the variation, pause or termination for the employee;
  - d. ensured the variation, pause or termination is on reasonable business grounds; and
  - e. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 176c.

**Working from home**

186. ARPANSA will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
187. ARPANSA equipment will be provided to employees who are approved to work from home.
188. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
189. ARPANSA will provide employees with guidance on working from home safely.
190. Employees will not be required by ARPANSA to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, ARPANSA will consider the circumstances of the employees and options to achieve work outcomes safely.
191. Further information can be found in ARPANSA's Flexible Work Policy.

**Ad-hoc arrangements**

192. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
193. Employees should, where practicable, make the request in writing and provide as much notice as possible.
194. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 172–181.
195. ARPANSA should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
196. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, ARPANSA should consider whether it is appropriate to seek to formalise the arrangement with the employee.

**Altering span of hours**

197. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the CEO, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. ARPANSA will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

**Make up time**

198. An employee may elect, with the consent of the CEO, to work "make-up time". Make up time is where an employee takes time off during ordinary hours, and works those hours at a later time. The agreement reached will be recorded in the time and wages records kept by the CEO in accordance with Division 3 of the *Fair Work Regulations*.

**Working from home allowance**

199. An employee is eligible for a mobile phone allowance of \$10.75 per fortnight and/or a broadband allowance of \$10.75 per fortnight in the following circumstances:
  - a. where a *Home Based Work Application* has been approved where the duration of the time approved to work from home exceeds one day per week; or

- b. where directed to work from home by the employee’s Branch/Office or Section Manager; or
  - c. where directed to work from home to accommodate dislocation caused by the building renovation project for a period not less than two continuous days.
200. The allowance will not apply where ARPANSA has provided the employee with a mobile phone and/or a laptop including provision for internet access.

**Part-time work**

201. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
202. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
203. All ARPANSA employees may be employed as part-time employees for an agreed number of hours per week which is less than the ordinary hours of duty specified in this Agreement. Part-time employees will receive, on a pro rata basis, equivalent remuneration and other conditions of employment to those of a full-time employee. In relation to expense-related allowances, the employee will receive entitlements specified in the relevant clauses of this Agreement.
204. A proposal for part-time employment may be initiated by ARPANSA for operational reasons or by an employee for personal reasons. The written agreement of a full-time employee will be obtained before the employee’s hours are varied.
205. Where a proposal for part-time hours is initiated by an employee, the CEO will only reject a part-time work request on reasonable business grounds. The CEO will advise the employee in writing of the outcome of their proposal within three weeks of the application being submitted.
206. Before part-time duty commences, the employee will be provided with a notice in writing specifying the terms and conditions of the part-time work. The notice will specify the prescribed weekly hours and the pattern of hours agreed, and will not be amended or revoked without the consent of the employee. Any agreed variation, amendment or revocation to the regular pattern of hours will be recorded in writing.
207. **Temporary movement from part time duties to full time duties:** Where a part-time employee is temporarily re-assigned full-time duties for a specified period, the employee will be treated as a full-time employee for all purposes under this Agreement for the period of temporary re-assignment.

**Christmas shutdown**

208. ARPANSA will observe a Christmas/New Year shutdown each year. Employees may be absent from duty without deduction from any leave credits as shown in the following table:

Where Christmas Day falls on:	Additional Days
Sunday	Friday, 23 December, Wednesday, 28 December, Thursday, 29 December, Friday, 30 December and Tuesday, 3 January.
Monday	Friday, 22 December, Wednesday, 27 December, Thursday, 28 December, Friday, 29 December and Tuesday, 2 January.

Tuesday	Monday, 24 December, Thursday, 27 December, Friday, 28 December, Monday, 31 December and Wednesday, 2 January.
Wednesday	Friday, 27 December, Monday, 30 December, Tuesday, 31 December, Thursday, 2 January and Friday, 3 January.
Thursday	Wednesday, 24 December, Monday, 29 December, Tuesday, 30 December, Wednesday, 31 December and Friday, 2 January.
Friday	Thursday, 24 December, Tuesday, 29 December, Wednesday, 30 December, Thursday, 31 December and Monday, 4 January.
Saturday	Friday, 24 December, Wednesday, 29 December, Thursday, 30 December, Friday, 31 December and Tuesday, 4 January

**Note:** Any January date referred to in the table above is the January of the following year to the day that Christmas falls.

209. For the purpose of clause 208, the additional days observed over the Christmas/New Year shutdown shall be regarded as Public Holidays for all purposes.

**Public holidays**

210. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:

- a. 1 January (New Year’s Day);
- b. 26 January (Australia Day);
- c. Good Friday and the following Monday;
- d. 25 April (Anzac Day);
- e. the King’s birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- f. 25 December (Christmas Day);
- g. 26 December (Boxing Day); and
- h. 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.

211. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.

212. 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.

213. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution

does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.

214. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
215. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
216. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clauses 210a – 210h.
217. An employee, who is absent on a day or part day that is a public holiday in their normal work location, 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.
218. Where an employee is directed to travel on a public holiday in the state that the employee is based, clause 423 of this agreement applies.
219. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## Section 6: Leave

### Annual leave

220. Employees (other than casual employees) will be entitled to 4 weeks (20 working days) paid annual leave for each full year of service which will accrue daily and be credited at the end of each pay fortnight. Employees have access to the annual leave entitlement as it accrues, subject to approval. Such approval shall not be unreasonably withheld.
221. Annual leave for part-time employees will accrue on a pro-rata basis.
222. Employees are encouraged to take reasonable breaks from work for rest and recreation, and should aim to take annual leave on a regular basis so that excess credits do not accrue. Branch/Office Heads and supervisors are to ensure that in any 12 month period, employees are given the opportunity to use annual leave.
223. If the Branch/Office Head or supervisor and employee agree, annual leave up to a maximum of 4 weeks may be taken in advance of the employee becoming entitled to the leave. Any negative annual leave balances will be reconciled upon separation from ARPANSA.



224. Annual leave may be taken at half pay on the basis that one day of annual leave is equivalent to two days of annual leave at half pay.
- a. Where employees have excess leave credits as defined in 226, annual leave may only be taken at half pay upon approval by the CEO.

225. Annual leave will be calculated in accordance with the following formula:

$$\frac{A \times B \times C}{D}$$

Where:

<b>A</b>	=	Ordinary hours of hours per week for period;
<b>B</b>	=	No. of calendar days to count as service in period;
<b>C</b>	=	A basic Annual Leave entitlement of 4 weeks;
<b>D</b>	=	Number of calendar days in the year

226. Any annual leave credits in excess of six weeks are considered “excess annual leave credits”
227. Where employees have excess annual leave credits on 1 October in each year, they will be required to use these excess credits as soon as practicable. Where employees do not proceed on annual leave immediately after 1 October and do not have an agreed leave management plan in place, they will be directed to take up to a quarter of their accumulated annual leave credits. Any such direction to take annual leave will be a reasonable direction, having regard to all the circumstances of the matter. Following this period of annual leave, an employee who still has an annual leave credit above six weeks, should make arrangements with their supervisor to reduce any remaining annual leave to six weeks as soon as practicable.
228. The CEO may defer the commencement of the compulsory leave under clause 227 where the employee, in conjunction with their supervisor and Branch/Office Head, develop an agreed leave management plan to manage the reduction of the excess annual leave credits.
229. **Part-day leave applications:** Employees who have access to the flextime arrangements are encouraged to use flex credits rather than submit a leave application for annual leave for a part-day absence.
230. **Effect of leave without pay:** Where an employee is granted leave without pay not to count as service, annual leave will not accrue during the period of absence unless the leave is granted for personal, developmental training or for employment in the interests of ARPANSA.
231. **Shift workers:** Shift workers will be entitled to an additional half a day paid leave for each Sunday rostered, up to a maximum of 5 days per year. A rostered overtime shift of 3 hours or more which commences on or ceases on a Sunday will count in the calculation.
232. **Antarctic service:** An employee who serves for a complete year in an Antarctic expedition is entitled to an additional 20 days’ paid annual leave upon completion of the mission. Employees with more than 30 calendar days but less than a year of service will receive a pro rata entitlement.
233. **Part-time employees:** Where a part-time employee’s accrued annual leave credit provides less than the amount of annual leave available to an equivalent full-time employee, the part-time employee may elect to take the balance of the leave as leave without pay to count as service for all purposes.

234. **Public holidays:** Where any gazetted public holiday (plus the ARPANSA Christmas/New Year shutdown) for which the employee is entitled to payment occurs during any period of annual leave, the period of the holiday is not deducted from the employee's annual leave entitlement.
235. **Payments in lieu on separation:** In the event of separation from ARPANSA for any purpose (other than a move to another APS Agency), an employee is to be paid in lieu of any unused annual leave credits based on the employee's final rate of salary, including any allowances that would have been paid to the employee during periods of annual leave.
236. **Special or extenuating circumstances:** Subject to agreement between the employee and their Branch/Office Head or supervisor, annual leave may be used where the employee has a long-term illness, has exhausted all of their paid personal leave and has applied for annual leave.

### Purchased leave

237. Employees may elect to purchase one, two, three or four week's additional leave per year with the approval of their Branch/Office Head. Consistent with the provisions prescribed for other forms of leave, approval to purchase additional leave will be subject to ARPANSA's operational requirements. Further information on purchased leave is outlined in ARPANSA's Additional Purchased Leave Guidelines.

### Personal/carer's leave

238. Employees are entitled to 18 days paid personal/carer's leave per annum.
- a. Part-time employees personal/carer's leave will be pro-rated based on the employee's prescribed weekly hours of duty.
239. The CEO may approve the granting of personal/carer's leave at half pay.
240. Personal/carers leave entitlements that are unused at the completion of the year will accumulate.
241. Where the employee has exhausted their entitlements to paid personal/carers leave, the employee may take up to two days unpaid Carer's Leave in accordance with section 102 of the *Fair Work Act 2009* on each occasion that a member of the employee's immediate family or household requires care or support because of personal illness or injury or an unexpected emergency affecting the member arises.

#### *Transitional arrangements*

242. Ongoing employees who, immediately prior to the commencement of this Agreement, were covered by the Australian Radiation Protection and Nuclear Safety Agency Enterprise Agreement 2017 - 2020, will continue to accrue 18 days (135 hours) of personal/carers leave, or the part-time equivalent, on completion of each 12 month period of service.
243. Employees covered by clause 242 will transition to the personal/carers leave accrual and crediting provisions specified in clause 245 by 1 January 2026.
244. Where an employee:
- a. Has, or cares for someone with, a chronic condition or other ongoing illness;
  - b. Is recovering from surgery;
  - c. Is pregnant; or

- d. Is returning from parental leave or has a child commencing day care; and, as a result of the transition to daily accrual of personal/carers leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carers leave, the CEO will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

*Accrual and credits – ongoing employees*

- 245. Subject to clause 242, on commencement with the APS, an ongoing employee will be credited with 18 days (135 hours) of personal/carers leave, or the part-time equivalent. After 12 months, a further 18 days (135 hours), or the part-time equivalent, will accrue daily and be credited monthly in arrears on the first day of each month thereafter, without limit.

*Accrual and credits – non-ongoing employees*

- 246. For a non-ongoing employee, the personal/carers leave will be credited upon the employee's commencement with ARPANSA. This will be 18 days (135 hours) leave, or the part-time equivalent, pro-rated based on the employee's initial contract period, and is capped at 18 days (135 hours), or the part-time equivalent. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carers leave, leave will accrue daily and be credited monthly.
- 247. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access two days unpaid carer's leave per occasion, consistent with the NES, subject to notifying the employee's manager and providing satisfactory evidence.

*Effect of leave without pay*

- 248. Absences totalling more than 30 calendar days which do not count as service will defer the employee's next accrual by one day for each day's absence.

*Usage*

- 249. An employee, where practicable, must advise their manager of their absence or intention to be absent as soon as possible. Where the employee's manager is not contactable, the employee must advise another employee in the employee's work team.
- 250. Personal/carers leave gives employees access to paid leave, subject to available credits, when they are absent due to:
  - a. Personal illness or injury;
  - b. Attending appointment with a registered health practitioner;
  - c. Managing a chronic condition;
  - d. Providing care or support for a family member (including household member) or a person they have caring responsibilities for, because:
    - i. Of a personal illness or injury affecting the other person; or
    - ii. Of an unexpected emergency affecting the other person;
  - e. For compelling personal reasons; and/or
  - f. To attend preventative health consultations for the employee and/or those in the employee's care.

251. Employees are able to utilise personal/carers leave where they have caring responsibilities for a family member who:
- Has a medical condition, including when they are in hospital;
  - Has a mental illness
  - Lives with disability
  - Is frail or aged; and/or
  - Is a child, not limited to a child of the employee.

*Evidence*

252. An employee may be requested to provide satisfactory evidence to support applications for personal/carers leave for more than four consecutive days, or a total of 8 days in a calendar year.
253. For periods of personal/carers leave, when requested employees should provide evidence to their manager that would satisfy a reasonable person that the leave was taken for a reason set out in clauses 250 and 251. Where an employee is requested to provide evidence for personal/carers leave, acceptable forms of evidence include:
- A certificate from a registered health practitioner;
  - A statutory declaration; and
  - Another form of evidence approved by the CEO.
254. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

*Public holidays*

255. Where any gazetted public holiday (plus the ARPANSA Christmas/New Year shutdown) for which the employee is entitled to payment occurs during any period of personal leave, the period of the holiday is not deducted from the employee's personal leave entitlement.

*Termination of employment due to physical or mental incapacity*

256. An employee will not, without their consent, have their employment terminated due to inability to perform duties because of physical or mental incapacity before the employee's full-pay personal leave credits have expired unless otherwise provided for by legislation.
257. An employee who has had their APS employment terminated on invalidity grounds and is subsequently re-engaged as a result of actions taken under section 75 of the *Superannuation Act 1976*, is entitled to be credited with personal leave equal to the balance of sick and special leave, or equivalent leave types, they had in credit at the time of termination.

*Personal leave during unpaid parental leave*

258. If illness occurs during a period of unpaid parental leave, personal/carers leave may be granted where satisfactory medical evidence is provided.

*Personal leave without pay*

259. Personal leave without pay may be granted where paid personal leave credits are exhausted. Such leave will count as service for all purposes.

*Infection disease contacts*

260. An employee will be granted leave with pay where the Chief Medical Officer or their nominated representatives have directed a person to remain in Quarantine under the *Quarantine Act 1908* or succeeding *Biosecurity Act 2015*, or where a medical practitioner reports that the employee has had contact with a person suffering from a notifiable infectious disease and is unable to attend for duty, for as long as they remain in quarantine.

### Portability of leave

261. Where an employee moves into ARPANSA from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
262. Where an employee is engaged at ARPANSA 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 will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
263. Where an employee is engaged as an ongoing employee at ARPANSA, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
264. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
265. Where an employee is engaged as an ongoing employee in ARPANSA, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 2), the CEO will recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.
266. Where an employee is engaged as an ongoing employee at ARPANSA, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
267. For the purposes of clauses 261 to 267, an employee with a break in service of less than 2 months is considered to have continuity of service.

### Re-crediting of leave

268. When an employee is on:
- a. annual leave;
  - b. purchased leave;
  - c. defence reservist leave;
  - d. First Nations ceremonial leave;
  - e. NAIDOC leave;

- f. cultural leave; or
  - g. long service leave; and
    - becomes eligible for, under legislation or this agreement:
  - h. personal/carer's leave;
  - i. compassionate or bereavement leave;
  - j. jury duty;
  - k. emergency services leave;
  - l. leave to attend to family and domestic violence circumstances; or
  - m. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.

269. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

270. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

### Long service leave

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

272. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at clauses 268 to 270 of this agreement.

### Miscellaneous leave

273. Miscellaneous leave may be granted by the CEO, having regard to the operational needs of ARPANSA, including for purposes that the CEO considers to be in the interests of ARPANSA.

274. Leave may be granted:

- a. for the period requested or for another period
- b. with or without pay
- c. to count as service or not to count as service
- d. subject to conditions.

275. Casual employees may be granted paid miscellaneous leave for the purposes of family and domestic violence support and otherwise by Government directive.

276. Further information can be found in ARPANSA's Miscellaneous Leave Guidelines.

## Cultural, ceremonial and NAIDOC leave

### *NAIDOC leave*

277. First Nations employees may access up to one day per annum, of paid leave, to participate in NAIDOC week activities.
278. NAIDOC leave can be taken in part days.

### *First Nations ceremonial leave*

279. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
280. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
281. First Nations ceremonial Leave can be taken as part days.
282. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### *Cultural leave*

283. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
284. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
285. Cultural leave can be taken as part days.
286. Employees may access up to three months unpaid leave each year to fulfill cultural obligations. This leave will count as service for all purposes.
287. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 279 to 282.

## Parental leave

288. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
289. An employee who is a **primary caregiver** or **secondary caregiver** is entitled to parental leave up until 24 months from the date of the child's birth or placement (**parental leave period**). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
290. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
291. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

**Payment during parental leave**

- 292. An employee is entitled to parental leave with pay as per clauses 294 and 295 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
- 293. Employees newly engaged in the agency or who have moved to ARPANSA from another APS agency are eligible for the paid parental leave in clauses 294 and 295 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 294 and 295, the balance is available to the employee.
- 294. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 22 weeks as provided in **Table 2** below.

**Table 2: Primary caregivers - circumstances for paid parental leave**

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
12 weeks’ paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 22 weeks
No ML Act eligibility or coverage	22 weeks

- 295. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 3** below.

**Table 3: Secondary caregivers - circumstances for paid parental leave**

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

- 296. **Flexibility:** Parental leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part



time work arrangement, and can be taken concurrently with another parent in relation to the same child.

297. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
298. **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 44 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

### ***Adoption and long-term foster care***

299. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- a. is under 16 as at the day (or expected day) of placement;
  - b. has not 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 or de facto partner.
300. 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 long-term foster carer purposes.

### ***Stillbirth***

301. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
302. A stillborn child is a child:
- a. who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more; and
  - b. who has not breathed since delivery; and
  - c. whose heart has not beaten since delivery.

### ***Pregnancy loss leave***

303. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
304. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

### ***Premature birth leave***

305. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

### **Transitional provisions**

306. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 305 until after the legislated paid maternity leave is used.

#### *Extra dependant costs*

307. Subject to clause 308, the CEO may authorise the reimbursement of reasonable expenses arising from additional dependent care arrangements incurred because:

- a. the employee is required to travel away from his/her normal work location for business purposes;
- b. the employee is directed to work additional hours or to attend a conference or training course outside the employee's regular hours of work; or
- c. other special circumstances exist which the CEO considers justifies the payment of reasonable expenses arising from additional dependent care responsibilities.

308. Reimbursement of such expenses would be subject to the employee obtaining prior approval to the arrangement from the CEO.

### **Compassionate leave**

309. Employees will be eligible for 3 days paid compassionate leave on each occasion when:

- a. a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
- b. the employee or their partner has a miscarriage.

310. An employee may be asked to provide evidence to support their absences on compassionate leave.

311. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days.

312. For casual employees, compassionate leave is unpaid.

### **Bereavement leave**

313. Employees will be eligible for 3 days paid bereavement leave on each occasion when:

- a. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
- b. a child is stillborn, where the child was a member of their family (including a member of their household).

314. An employee may be asked to provide evidence to support their absences on bereavement leave.

315. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

316. For casual employees, bereavement leave is unpaid.

317. The CEO may grant additional leave for bereavement purposes, with or without pay.

## Emergency response leave

318. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- the time engaged in the activity;
  - reasonable travelling time; and
  - reasonable recovery time.
319. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The CEO may provide additional emergency response leave with pay.
- 319.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
320. Paid leave may be refused where the employee's role is essential to ARPANSA's response to the emergency.
321. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
322. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
323. Emergency response leave, with or without pay, will count as service.

## Career break leave

324. Career break leave is for the purposes of refreshment and renewal to employees who have completed at least 5 years' service in the ARPANSA.
325. Subject to operational requirements, employees who have completed a minimum of 5 years' service in ARPANSA may take up to 30 working days leave without pay. The leave counts as service, except for the purposes of LSL Act unless the CEO determines otherwise, and only one grant of career break leave will be approved within any 5 year period after the initial completion of 5 years' service.

## Jury duty

326. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
327. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- For the purposes of this clause, full rate of pay is to be as if the employee was at work.
328. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
329. Reimbursement of reasonable expenses: an employee will be reimbursed reasonable expenses incurred by the employee while attending court to serve as a juror.
330. Release from duty under this clause will count as service for all purposes.

## Defence reservist leave

331. The CEO will give an employee leave with or without pay to undertake:
- Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - Australian Defence Force Cadet obligations.
332. An employee who is a Defence Reservist can take leave with pay for:
- up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
333. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
334. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- Australian Navy Cadets;
  - Australian Army Cadets; and
  - Australian Air Force Cadets.
335. In addition to the entitlement at clause 332, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
336. Paid defence reservist leave counts for service.
337. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
338. Unpaid leave taken over 6 months counts as service, except for annual leave.
339. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

## Defence service sick leave

340. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- warlike service; or
  - non-warlike service.
341. An eligible employee can get 2 types of credits:
- an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - they start employment with the APS;
    - DVA certifies the condition; or

- b. an annual credit of 3 weeks (15 days) defence service sick leave.
- 342. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 343. Unused annual credits can be built up to 9 weeks.
- 344. An employee cannot use annual credits until the initial credit is exhausted.
- 345. Defence service sick leave is paid and counts as service for all purposes.

### Leave to attend proceedings

- 346. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 347. An employee who is not covered under clause 346, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and ARPANSA.
- 348. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 349. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## Section 7: Employee support and workplace culture

### Blood donation

350. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
351. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### Vaccinations

352. ARPANSA will offer annual influenza vaccinations to all employees at no cost.
353. Where ARPANSA requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### Employee Assistance Program

354. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by ARPANSA and will be accessible during paid time.

### Safe workplaces

355. Management of ill and injured employees
- a. The parties to this Agreement agree that effective strategies for managing ill and injured employees contribute significantly to improving productivity and achieving ARPANSA's goals and objectives.
  - b. In circumstances where an employee is entitled to compensation under the *Safety, Rehabilitation and Compensation (SRC) Act 1988*, ARPANSA will apply its *Rehabilitation and Compensation Policy*.
  - c. In situations where an employee aged 65 years or over is not entitled to paid leave for compensation under the SRC Act, and has exhausted all paid leave entitlements, ARPANSA will look at options for mitigating this situation through the provision of additional paid miscellaneous leave up to the maximum leave entitlements prescribed under the SRC Act.
  - d. Where an ill or injured employee is not entitled to compensation under the SRC Act, ARPANSA will apply its Fitness for Continued Duty Policy – Long Term Absences or Fitness for Continued Duty Policy – Short Term Absences.
356. Work, health and safety
- a. ARPANSA acknowledges its responsibilities under the *Work Health and Safety Act 2011* and the *Safety, Rehabilitation and Compensation Act 1988* and seeks to meet these responsibilities by encouraging a cooperative and consultative relationship with its employees and their representatives in regard to Work Health and Safety issues.

- b. **Eyesight testing:** The CEO agrees that the reasonable cost of prescribed spectacles will be met, where they are certified as necessary to achieve vision to perform tasks associated with screen based work, and/or undertake specialised work tasks which require particular visual acuity not normally required for general tasks (eg. Microscopy).
- c. Employees are entitled to testing every year unless symptoms occur which indicate that earlier testing is necessary. Employees applying for testing more frequently than at yearly intervals should support their application with medical evidence.
- d. If billed directly, the CEO agrees to meet both the costs of:
  - i. an initial screening and where required, a full vision examination by an optometrist;
  - ii. the initial examination, and the review examination, where either or both are required by an ophthalmologist.
  - iii. Reasonable cost limits are shown in table below:

Spectacle type	Cost limit
<i>Single vision spectacles</i>	Up to \$235.00
<i>Bifocal or multifocal lenses</i>	Up to \$386.00

*PPE and Uniforms*

357. Employees will be provided with appropriate personal protective equipment (PPE) when this is required due to exposure to hazards as part of their role.
- a. Where staff are representing ARPANSA in off-site locations, uniforms will be provided to employees where they are essential for safety reasons, or at the discretion of ARPANSA. ARPANSA’s Uniform Branding Guidelines will apply.
  - b. ARPANSA will provide prescriptive safety glasses where an employee is regularly required to wear them to fulfill the requirements of their role, and there are no other reasonable safety eyewear options available. Prescriptive safety glasses will be required to be maintained and stored in the workplace.
    - i. This benefit will only be available upon upgrade of a prescription or once a year, whichever is lesser.

**Respect at work**

***Principles***

358. ARPANSA values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. ARPANSA recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
359. ARPANSA recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission’s guidance, including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

### **Consultation**

360. The agency will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

### *Training*

361. As a means of eliminating or preventing any workplace discrimination, including sexual harassment and bullying within the Agency, ARPANSA will take steps to ensure that employees are trained in and understand what may constitute unlawful behaviour in terms of workplace discrimination including sexual harassment and bullying.

### **Family and domestic violence support**

362. ARPANSA will provide support for employees affected by family and domestic violence.

363. ARPANSA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.

364. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.

365. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:

- a. illness or injury affecting the employee resulting from family and domestic violence;
- b. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
- c. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
- d. making arrangements for the employee's safety, or the safety of a close relative;
- e. accessing alternative accommodation;
- f. accessing police services;
- g. attending court hearings;
- h. attending counselling; and
- i. attending appointments with medical, financial or legal professionals.

366. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.

367. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.

368. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.



369. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
370. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
371. Evidence may be requested to support ARPANSA in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence ARPANSA will require, unless the employee chooses to provide another form of evidence.
372. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
373. ARPANSA will take all reasonable measures to treat information relating to family and domestic violence confidentially. ARPANSA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps ARPANSA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
374. Where ARPANSA needs to disclose confidential information for purposes identified in clause 373, where it is possible ARPANSA will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
375. ARPANSA will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
376. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
377. ARPANSA will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
378. Further information about leave and other support available to employees affected by family and domestic violence may be found in ARPANSA's Family and Domestic Violence Support Policy.

## Integrity in the APS

379. ARPANSA understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or ARPANSA decisions.
380. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
381. Employees can, during their ordinary work hours, take time to:

- a. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
- b. attend ARPANSA mandated training about integrity.

382. The Australian Public Service Commission will develop guidance on effective decision making and record keeping to support integrity and adherence with National Archive standards.

### First Nations cultural competency training

383. The CEO will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.

384. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

### Diversity

385. **Anti-discrimination and workplace diversity:** ARPANSA is an organisation which values fairness, equity and diversity. Consistent with that aim, ARPANSA is committed to preventing and eliminating discrimination on the basis of race, colour, descent, national or ethnic origin, immigrant status and, sex, gender identity, intersex status, sexual orientation, marital or relationship status, breastfeeding, family responsibilities, pregnancy, caring responsibilities, age, disability, religion, political opinion, irrelevant criminal record, national extraction, membership or non-membership of a trade union or social origin.

386. Consistent with the provisions of APS Employment Principle 10A(1)(f) of the *Public Service Act 1999*, the CEO will put in place measures directed at ensuring that all relevant anti-discrimination laws are complied with.

387. In upholding and promoting APS Employment Principle 10A(1)(g) of the *Public Service Act 1999*, the CEO of ARPANSA will put in place measures directed at ensuring that:

- a. the diversity of ARPANSA employees is recognised, fostered and made best use of within the workplace, taking into account ARPANSA's operational needs and the skills required to perform relevant duties
- b. ARPANSA employees are helped to balance their work, family and other caring responsibilities effectively.

388. **Commitment to First Nations employees:** To ensure that the knowledge and skills of First Nations employees are recognised and valued, ARPANSA is committed to:

- a. the recruitment, development and retention of First Nations employees wherever possible.
- b. the development of strategies aimed at utilising the unique knowledge and skills of First Nations employees.
- c. the identification and redress of specific workplace issues or needs that affect First Nations employees.

## Lactation and breastfeeding support

389. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
390. ARPANSA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 391. In considering whether a space is appropriate, an agency should consider whether:
- there is access to refrigeration;
  - there is access to hand washing facilities;
  - the space is lockable; and
  - there are facilities needed for expressing, such as appropriate seating.
391. Where it is not practicable for ARPANSA site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
392. ARPANSA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
393. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
394. Further information is available in policy.

## Carers room

395. ARPANSA acknowledges that employees who are parents and/or guardians may need to bring their child(ren) to the workplace on occasions for caring purposes when other arrangements are not available. In recognition of this ARPANSA will continue to provide employees with access to a Carers Room. Further detail is contained in ARPANSA's *Carers Room Guidelines*.

## Disaster support

396. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the CEO will consider flexible working arrangements to assist the employee to perform their work.
397. Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
398. In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

## Section 8: Performance and development

### Performance recognition and management

399. ARPANSA's expectation and desire is to support employees to achieve optimal performance, by provide learning and development opportunities and acknowledging and rewarding good performance. Where employees are not able to meet the requirements of their role, ARPANSA's clause 402 will apply.

400. Performance development system

400.1 **Overview:** In upholding and promoting APS Employment Principle 10A(1)(d) of the *Public Service Act 1999*, the CEO will support employees to achieve effective performance by ensuring that ARPANSA:

- a. continues to build the capability necessary to achieve the outcomes expected by Government
- b. continues to improve employees understanding of their work responsibilities and the performance and ethical standards expected of them
- c. continues to ensure that employees discuss and understand how their performance is measured against the agreed objectives
- d. continues to improve communication and facilitate structured and constructive feedback mechanisms between managers and their employees
- e. has fair and open performance management processes and practices that support a culture of high performance, in which all performance is effectively managed
- f. requires employees to participate constructively in ARPANSA's performance management system; i.e.: *ARPANSA's Performance Development System (APDS)*
- g. invests in building the capability of managers to manage performance effectively
- h. uses its APDS processes to guide salary movement (refer clause 34 on pay point advancement for details).

400.2 APDS is integral to ARPANSA delivering organisational objectives and outcomes and is a key component in ARPANSA' overall performance management framework.

400.3 APDS operates in alignment with ARPANSA's planning cycle; i.e.: on a financial year basis, with a planning session at the beginning of the cycle, a midpoint review session and an annual assessment; i.e.: regrouping, at the end of the cycle.

400.4 The objectives of APDS provide opportunities for employees to identify their learning and development and training needs to meet ARPANSA's objectives and in conjunction with their managers, develop appropriate skills to address those needs.

400.5 **Joint responsibility:** Each employee and their supervisor are jointly responsible for developing an APDS agreement. It is appropriate and encouraged that ongoing discussions between an employee and their supervisor about achievements and learning, development and training needs occur regularly throughout the year. It also provides the opportunity for informal upwards feedback. Supervisors will apply a "no

*surprises*” approach in keeping employees regularly informed of their performance throughout the APDS cycle.

400.6 The employees APDS forms part of their personal records and are subject to ARPANSA’s policy on the storage and security of personal information.

#### 401 Performance assessment and improvement

401.1 These provisions apply to all employees other than:

401.1.1 employees during a period of probation

401.1.2 non-ongoing employees with contracts of less than 12 months duration, or

401.1.3 employees being case managed due to a suspected breach of the APS Code of Conduct, identified medical condition/injury or loss of essential qualifications.

401.2 At any stage during the APDS performance cycle where an employee’s supervisor or section manager identifies that an employee’s performance is below, and remains below, standard required, the supervisor may consider initiating a “Back on Track” process in order to assist the employee to attain and sustain effective performance as outlined in the employees’ APDS Agreement.

401.3 Prior to initiating any action, the supervisor should discuss their concerns with the Director of Human Resources (or delegate). Where a decision is made to proceed with a “Back on Track” program, the employee will be provided with advanced notice of the purpose of the meeting with their supervisor and invited to bring along a support person should they wish.

401.4 The “Back on Track” process is a structured approach to performance improvement that is designed to be less formal and operate before the Managing Underperformance processes detailed at clause 45 below, commence. While an employee is participating in a “Back on Track” process their APDS is suspended.

401.5 **The “Back on Track” program:** Further information is contained in *ARPANSA’s Back on Track Procedures*.

#### 402 Managing underperformance

402.1 **Application:** The provisions of this clause do not apply to

402.1.1 employees during a period of probation

402.1.2 non-ongoing employees, or

402.1.3 employees being case managed due to a suspected breach of the Code of Conduct, identified medical condition/injury or loss of essential qualifications.

402.2 **Definition:** Underperformance means work performance which is below the standard reasonably expected by ARPANSA for the classification level of the employee. Branch/Office Heads/supervisors will advise employees of this general standard in the context of setting yearly work agreements. The material contained in any job description, selection criteria, work level standards, and other approved documents relating to the job requirements, including APDS documentation will assist in determining the appropriate standard.

402.3 The underperformance framework is designed to:

- a) be streamlines and efficient
- b) restore performance of the employee to an acceptable level
- c) have regard to the individual circumstances of the employee, including any health issues
- d) have regard to natural justice and procedural fairness
- e) include learning and development as the focus for improving performance
- f) have active performance management as an integral part of workplace culture
- g) require performance measures and standards to be clearly defined.

402.4 **Performance standards:** Through the APDS, ARPANSA is committed to creating a work environment in which satisfactory work performance is clearly defined, understood and acknowledged. Supervisors will ensure that employees are provided with information about the standard of work performance expected, consistent with APS/ARPANSA Work Level Standards, and that regular and specific feedback about the standard of their work performance is provided. Employees will be provided with appropriate support from supervisors in meeting expected performance standards.

402.5 **Assessment period:** Where the supervisor is of the view that the employee has not achieved an acceptable standard of work performance, the supervisor may recommend to the CEO that a formal warning be given to the employee specifying a time frame of three-months for the employee to attain and sustain the required standard of work performance. During this time, the employee should receive regular verbal and written feedback

402.6 During the assessment period, the supervisor will assess the employee's performance on a fortnightly basis and prepare a progress report on the employee's performance. The employee must be given the opportunity to provide comments on the supervisor's progress report. Where the CEO considers it appropriate, the CEO may appoint an independent assessor from outside the work area to assess the employee's performance.

402.7 If the employee has met the expected standard of performance at the end of the assessment period, no further action will be taken.

402.8 If the employee's performance fails to meet the expected standard at the end of the assessment period, the CEO will write to the employee asking them to show cause within ten working days as to why action, including termination of employment, should not be taken.

402.9 **Personal support:** An employee may be accompanied by a person of their choice during any part of the proceedings.

402.10 Further information is contained in ARPANSA's Underperformance Procedures.

#### 403 Managing breaches of the APS Code of Conduct

403.1 Suspected breaches of the APS Code of Conduct will be dealt with under ARPANSA's procedural requirements, established in accordance with section 15(3)(a) of the *Public Service Act 1999* for determining whether an employee has breached the APS Code of Conduct.

403.2 Breaches of the APS Code of Conduct will be dealt with under ARPANSA's procedural requirements, established in accordance with section 15(3)(b) of the *Public Service Act 1999* for determining sanctions to be imposed for breaching the APS Code of Conduct.

#### 404 Managing unauthorised absence from duty

404.1 The CEO may terminate, under sub-section 29(3)(c) of the *Public Service Act 1999*, the employment of an ongoing employee not subject to a probationary period, if the employee fails to provide just cause for:

404.1.1 a continuous unauthorised absence of 28 calendar days, or

404.1.2 unauthorised absences aggregating to 20 working days in a 12 month period.

404.2 The provisions applicable to an employee subject to a period of probation, in relation to termination of employment, are set out in sub-sections 22(6) and 29(3)(f) of the *Public Service Act 1999*.

### Workloads

405 ARPANSA recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.

406 When determining workloads for an employee or group of employees, ARPANSA will consider the need for employees to strike a balance between their work and personal life.

407 Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, ARPANSA and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

### Study assistance

408 ARPANSA recognises the role of relevant external studies in enhancing the knowledge and skills of employees and will build on the strengths of its study assistance scheme as articulated in the *Studybank Guidelines*. A range of support will be offered where studies are aligned with priorities identified in ARPANSA's learning and development framework and are clearly linked to the individual development needs of employees identified and agreed through the APDS process.

409 Miscellaneous leave may be provided to employees for study assistance in accordance with clauses 273 to 276 of this agreement. Depending on the employee's circumstances, this leave may be paid, and may count as service.

### Learning and development

410 Consistent with APS Employment Principle 10A(1)(d) of the *Public Service Act 1999*, the CEO will support employees to achieve effective performance by ensuring ARPANSA builds the capability necessary to achieve outcomes expected by Government.

411 To support this outcome, ARPANSA will continue to provide funding to underpin a comprehensive learning, development and training program during the life of this Agreement. ARPANSA will provide employees with access to a range of relevant learning and development opportunities subject to approval.

- 412 In the event that the role and responsibilities of an employee changes, ARPANSA undertakes to provide the necessary, learning, development and training opportunities to equip the employee to carry out the revised duties.
- 413 **Professional and technical development:** The CEO is committed to recognising and supporting the professional and technical expertise of all employees through appropriate learning, development and training activities. The employee and the CEO may agree to a program of activities for the employee's professional development and/or allow the employee to maintain the currency of any prescribed qualifications required to be held by the employee to enable him or her to carry out their duties.
- 413.1 Where an employee submits a request for training or professional development to their manager, that is detailed in the APDS, the employee will receive a response to their request in writing within 14 days.
- 413.2 If the employee's request is declined, the response must provide a reason for the decline.
- 414 Miscellaneous leave may be provided to employees for learning and development in accordance with clauses 273 to 276 of this agreement. Depending on the employee's circumstances, this leave may be paid, and may count as service

### Professional qualifications

- 415 Where an employee incurs a cost to obtain or maintain a qualification or certification that is specifically identified as a requirement of their role in their Position Description, ARPANSA will cover the reasonable costs of obtaining or maintaining the qualification or certification. Employees and their manager should agree on a provider prior to the training, qualification or certification being commenced.



## Section 9: Travel and location-based conditions

### Travel

- 416 The following provisions relating to domestic and international travel entitlements apply to all essential official travel. Travel that falls outside of this remit will be discussed between an employee and their manager and be considered on a case-by-case basis by the CEO.
- 417 Surface travel (road, rail or sea) public transport
- 417.1 Employees travelling by surface public transport will, where more than one class of travel is available, be provided with the higher class of travel. Seat reservations costs will be met by ARPANSA, whether or not reservations are compulsory. Consistent with Government policy guidelines, ARPANSA will take advantage of any concessional fares to the extent that it will not impact on the employee's class of travel.
- 417.2 Employees travelling on a journey which extends over most of the night, or beyond midnight, are entitled to be provided with sleeping accommodation (where it is available). Where an employee uses the sleeping accommodation, the accommodation component of their travel allowance is not payable.
- 418 Domestic travel
- 418.1 **Class of travel:** Employees who are required to travel in Australia for official purposes will be entitled to travel at "economy class". ARPANSA may approve a higher standard of travel where it is satisfied that special circumstances warrant the higher standard. ARPANSA's [Accountable Authority Instructions on Official Travel](#) detail entitlements to travel related allowances.
- 418.2 **Equipment luggage:** Where an employee undertaking domestic travel requires use of equipment to fulfil their work responsibilities, ARPANSA will cover reasonable costs associated with transporting such equipment.
- 419 International travel
- 419.1 **Travelling time:** The duration of overseas air travel is the period that:
- Begins at the latest permitted airport check-in time for the scheduled time of departure from the locality where the journey originates
  - Ends at the scheduled time of arrival at the locality that is the destination of the journey
- 419.2 The provisions of clause 419.1 should be used to determine class of travel and rest periods that apply to a period of employee travel.
- 419.3 **Class of travel – travelling time of 12 hours or less:** Employees who are required to travel overseas where the journey by air is 12 hours or less, will be entitled to travel at "premium economy class". Where premium economy class is not available, premium seating within "economy class" will be provided.
- 419.4 **Class of travel – travelling time of more than 12 hours:** Employees who are required to travel overseas where the journey by air is more than 12 hours, the employee will be entitled to travel at "business class".

**419.5 Rest periods:** ARPANSA will ensure that the approved itinerary of an employee includes appropriate rest periods. If an employee undertakes official travel with a travelling time of more than 12 hours, the employee will not be required to attend for duty until they have had a reasonable opportunity to recuperate (a rest period) at the destination or during a stopover en-route. The intention of a rest period is to provide employees who travel with an opportunity to rest before returning to duty.

419.5.1 Upon arrival at their final destination, employees will be entitled to the following rest periods:

- a) 48 hours where the employee has travelled “economy” or “premium economy” class
- b) 24 hours where the employee has travelled “business” class.

419.5.2 **Effect of stopover on a rest period:** If an employee has an unavoidable stopover during official travel, the employee is not entitled to a rest period, or any other costs, unless ARPANSA is satisfied that the stopover is not equivalent to the granting of a rest period to the employee, having regard to:

- a) The duration and locality of the stopover;
- b) The duration of travel to and from the locality where the stopover occurs;
- c) Any other factor relevant to the employee’s travel that the stopover is not equivalent to the granting of a rest period to the employee.

**419.6 Airline lounge access:** Where an employee undertakes official travel overseas and the class of travel does not allow for access to the appropriate Airline Club lounge, the employee will be entitled to Airline Club membership paid by ARPANSA or reimbursement of their membership subscription where they are already a member, in any year in which they are required to travel overseas on official business on behalf of ARPANSA. In addition, ARPANSA will pay an airline club membership nominated by an employee who elects to travel at a lesser standard to that specified at sub-clauses 419.3–419.4.

419.7 Where official travel is unexpectedly disrupted and a significant amount of additional travel time results, additional support (including but not limited to accommodation) may be provided at the discretion of the CEO.

**419.8 Recall to duty:** ARPANSA will support the recall to duty where an employee is directed by the CEO to attend a conference or seminar whilst on annual leave overseas. In these circumstances, the employee is entitled to have all annual leave credits for the duration of the time spent at the conference or seminar re-credited. The employee will also have all reasonable travel related costs incurred by attending the conference covered by ARPANSA.

**419.9 Medical or dental treatment during official travel:** If an employee becomes ill during overseas official travel, ARPANSA will pay the cost of any necessary medical or hospital treatment of the illness.

419.9.1 If an employee requires emergency dental treatment while on official travel, the employee is entitled to be reimbursed where costs incurred exceed the cost of this treatment in Australia.

419.10 **Insurance of personal effects:** If ARPANSA does not provide or arrange insurance against loss or damage of the personal effects carried by an employee on official travel, the employee is entitled to be reimbursed for whichever is the lesser of the premium:

- a) paid by the employee to insure the personal effects
- b) that would be payable to insure the personal effects for \$3,730.

420 **Illness while travelling:** Where an employee falls ill or is injured while on official travel, ARPANSA will support the employee by providing personal/carer's leave in line with clauses 238 to 260 of this agreement, and covering reasonable travel costs associated with their illness or injury.

#### 421 Travel allowances

421.1 **Travel rates:** Current rates for travel related allowances are in accordance with the relevant Expense Related Allowances as set out in clause 64b. The CEO will review and adjust as necessary Travel Allowance rates on 1 July each year, up to the maximum non-acquittable amount required for taxation purposes.

421.2 **Eligibility for travel allowance:** Employees, who are required to travel for official purposes which require an overnight absence, will be entitled to a travel allowance in respect of meals and incidental expenses. Rates for meals and incidentals are as set out in the relevant Expense Related Allowance at clause 64b. Travel allowance is in addition to the cost of conveyance.

421.3 **Accommodation and travel allowance:** In accordance with the whole of government travel contract, ARPANSA will cover the accommodation costs directly with that property. At all times, the standard of accommodation will be appropriate to that expected by a professional employee.

421.4 **Travel in excess of three weeks:** Where an employee is required by ARPANSA to work away from their usual place of work on official business for a period in excess of three weeks, the package of assistance to meet the additional costs incurred as a result of the employee being temporarily relocated will be determined by the CEO in consultation with the employee. The underpinning principle is that employee will not be out of pocket where the travel is in excess of three weeks.

421.5 **Expenses necessarily incurred:** No allowance, other than for expenses necessarily incurred, may be paid to an employee who is not required to be absent overnight, apart from Part-Day Travelling Allowance.

421.6 **Part-day travelling allowance:** Employees required to be absent from their usual place of work on official business for a period of not less than 10 hours but not absent overnight, shall be paid an allowance of \$58.10.

421.7 **Continuing expenses:** Where an employee is in receipt of a payment under sub-clause 421.3 reasonable and unavoidable continuing expenses incurred at the home locality may be reimbursed subject to proof of expenditure. Transferred employees, not accompanied by dependants, are not normally eligible to claim continuing expenses.

421.8 **Additional payment where excess costs incurred:** The CEO will, subject to the presentation of receipts, authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the allowance. This would include expenses incurred at the employee's home locality and where the employee is in receipt of an allowance in sub-clause 421.4. Where possible, prior approval should be obtained by the employee before incurring the expense.

421.9 **Partner accompanied travel:** If an employee is authorised to travel overseas and the employee has accrued 40 weeks' overseas travel, the CEO may authorise payment of reasonable travel and accommodation costs to enable the employee's partner to accompany the employee during the travel, and having regard to:

- a) the period of service;
- b) any previous partner/spouse accompanied travel;
- c) the duration of the travel; and
- d) official responsibilities the employee will be required to undertake during the travel.

421.10 **Luggage reimbursement:** An employee who travels on a short-term mission is entitled to reimbursement of up to \$311 AUD once in any three year period upon receipt of purchase of luggage. This amount is fixed for the life of the Agreement.

421.11 **Clothing allowance:** Where the CEO is satisfied that an employee is required to purchase clothing to undertake official travel to locations with extreme climatic conditions, ARPANSA will cover the reasonable costs of clothing for official travel, having regard to:

- a. climatic conditions
- b. the duration of the proposed travel
- c. responsibilities the employee will be required to undertake during the travel
- d. whether the employee is provided clothing by ARPANSA
- e. the degree to which wear and tear on the employee's clothing as a result of the travel is likely to exceed ordinary wear and tear
- f. any amount that the employee was entitled to be paid by APSANSA for the purchase of clothing for previous official travel.

421.12 **Funeral costs overseas:** If an employee or partner accompanying the employee dies in the course of overseas official travel, ARPANSA will reimburse reasonable costs associated with compassionate travel and returning the remains of the employee or their partner to Australia

## 422 Excess travelling time

422.1 **Excess travelling time (ETT) allowance:** An employee who is travelling or on duty away from the employee's usual place of work will be paid for time necessarily spent in travel or on duty

(exclusive of overtime duty) in excess of the employee's usual hours of duty for the day and the time necessarily spent travelling to and from home and the usual place of work.

422.2 For ETT that falls outside of 7 am – 7 pm Monday – Friday bandwidth, the overtime provisions outlined in clauses 143–154 of this agreement apply.

422.3 **Minimum time:** The payment will not be made unless the time exceeds:

- a. One half hour in any one day, or
- b. Two and one half hours in any fortnight,

422.3.1 Payment will not be made for more than 5 hours in any one day.

422.4 The rate of payment or time off in lieu will be:

- a. Single time rate Mondays to Saturdays
- b. 1.8 single time rate on Sunday and Public Holidays

422.5 The payment of ETT to an employee based at home under ARPANSA's home-based working arrangements will be calculated from the employee's office-based site.

422.6 **Excess fares:** An employee performing temporary duties at a place other than the employee's usual place of work will be entitled to reimbursement of excess fares when the cost of travelling to and from the temporary place of work is greater than the cost of travelling to and from the employee's usual place of work. However, this allowance will not be paid where:

- a. an employee is already in receipt of a travelling allowance
- b. an employee has been notified to proceed to a place of work in anticipation of that place becoming the usual place of work, or
- c. an employee is in receipt of salary in excess of the top salary point of an APS Level 6.

422.7 **Flexitime:** An employee claiming payment for ETT is not entitled to claim the additional time for flexitime purposes

422.8 **Above barrier employees ineligible:** Employees above the salary barrier (i.e.: Executive Level employees) will not be eligible to receive payment for excess travelling time. EL employees are entitled to time off in lieu for reasonable additional hours in line with clauses 136–142.

#### 423 Travel on Public Holidays

423.1 Where an employee is directed to undertake official travel or duty on a public holiday in the state that the employee is based, the employee is entitled to one of the following:

- a) Time off in lieu as per clause 422.4, or
- b) Overtime payment as per clause 422.4, or
- c) Where an employee is able to work a full day on the public holiday while travelling, the employee may substitute the public holiday for another day upon agreement with their manager

423.2 An employee claiming entitlements under clause 423 is not entitled to claim the additional time for flexitime purposes.

423.3 An employee is not entitled to the provisions of clause 423 where a public holiday falls in the jurisdiction or country they are travelling to but it is not a public holiday in their usual place of work.

424 Short-term overseas travelling allowances

424.1 **Rate of travelling allowance:** In addition to charges for accommodation of a reasonable standard and transport costs, an employee on official overseas travel is entitled to meals and incidental costs for each complete day. The rates of allowances applicable to travel on official business overseas will be determined by the CEO.

424.2 **Rate for meals on day of arrival or departure:** The amount that an employee is entitled to be paid for meals for the day on which the employee arrives at or departs from a locality is the amount that the employee would be entitled to be paid for a complete day multiplied by the percentage rate as specified below:

<i>Time of Arrival or Departure</i>	<i>Rate for Day of Arrival</i>	<i>Rate for Day of Departure</i>
	<i>%</i>	<i>%</i>
<i>Before 7.00 am</i>	100	Nil
<i>7.00 am - 1.00 pm</i>	75	25
<i>1.00 pm - 7.00 pm</i>	50	50
<i>After 7.00 pm</i>	Nil	100

424.3 **Rate for incidental costs on day of arrival or departure:** The amount that an employee is entitled to be paid for incidental costs for the day on which the employee arrives at or departs from a locality is:

- a. if the employee arrives at the locality before 12 noon or departs from the locality after 12 noon on the day - the amount that the employee would be entitled to be paid for a complete day
- b. in any other case – half that amount.

424.4 **Rate for meals in accommodation with cooking facilities:** If an employee is at a locality for 5 days or longer, and during that period occupies accommodation with facilities and utensils sufficient to allow the employee to prepare a cooked meal, the employee is entitled to two-thirds of the amount for meals that would have otherwise applied.

424.5 **Payment for meals if rate not specified:** If an amount for meals is not specified for a locality, the amount is taken to be the cost of meals (excluding the cost of any alcoholic beverage) reasonably incurred by the employee at the locality.

424.6 **Reduction in travelling allowance if meals provided:** Where an employee is provided with meals, travelling allowance is not payable, but the employee is entitled to:

- a. the amount equal to the costs for meals (if any) incurred by the employee, where the CEO considers in the circumstances the costs are reasonable, or

- b. the amount the CEO determines is payable where the CEO is not satisfied that the costs are reasonable, and
- c. the amount the CEO approves for incidental costs incurred by the employee during the period.

424.7 **Lower rate for incidental costs in certain circumstances:** The rate payable for incidental costs will be half of the rate payable for the locality that the employee has travelled to where an employee has been at this locality for a continuous period of more than 28 days and remains at the locality, or is overseas and is recalled to duty by the CEO to for a short-term mission.

424.8 **Excess costs for meals and incidentals costs:** Where the CEO is satisfied that the amount of travelling allowance payable to an employee is insufficient to meet costs necessarily incurred by the employee for meals and incidental costs, having regard to the cost of meals and services at the locality and the period of the posting, the employee is entitled to be reimbursed an amount equal to the difference between those costs and the amount of travelling allowance payable.

424.9 **Travelling allowance if allowance paid by another organisation:** The amount of travelling allowance payable to an employee under sub-clause 421.1 for a period at a locality is to be reduced by the amount of any similar allowance payable to the employee by an organisation other than ARPANSA for the same period and locality.

#### 425 Antarctic allowance

425.1 **Purpose:** The purpose of the Antarctic allowance is to compensate for the isolation, severity of the climatic conditions and lack of amenities in Antarctica.

425.2 **Expeditioner:** Expeditioner means an employee who is a member of:

- a. an official Australian expedition to Antarctica, or
- b. an expedition to Antarctica approved by the CEO for the purpose of this Agreement

425.3 **Supernumerary expeditioner:** Means an employee other than an expeditioner, who travels to Antarctica with an expedition.

425.4 An expeditioner is entitled to be paid the rate in accordance with Expense Related Allowances in clause 64b of this Agreement.

425.5 A supernumerary expeditioner is entitled to be paid the rate in accordance with Expense Related Allowances in clause 64b of this Agreement.

#### 426 Common duties allowance

426.1 **Purpose:** The purpose of the common duties allowance is to recognise the extra duty required of an expeditioner which is considered necessary to the functioning of an expedition. Extra duty includes assisting other employees with official expedition programs and other general duties necessary to the community life of the expedition.

426.2 **Application:** This provision applies to an expeditioner who, as directed by the officer-in-charge of an expedition during a period of Antarctic duty, performs extra duties that are unrelated to the ordinary duties of the expeditioner and would not normally be performed by an expeditioner having the same classification.

426.3 An expeditioner is entitled to be paid \$11,944 per annum for a period of Antarctic duty.

#### 427 Additional duty allowance

427.1 **Purpose:** The additional duty allowance provides for an allowance instead of payment for overtime worked during a period of Antarctic duty.

427.2 **Rate:** An expeditioner is entitled to be paid an allowance instead of overtime for a period of Antarctic duty at the rate of the lesser of:

- a. 50% of the rate of salary applicable to the expeditioner
- b. 50% of the maximum rate of salary for an ARPANSA Level 3 employee.

#### 428 Field allowance

428.1 Where an employee is required to undertake short-term duties including weekend duty, at a remote and/or isolated location, they will be entitled to payment of the following Field Allowances:

- a. where the hours of duty the employee is required to work exceed the standard daily hours (ie: 7 hours 21 minutes) the employee is entitled to receive payment of overtime at the prescribed rate in accordance with clause 146. In situations where the employee is above the salary barrier, payment will be made at the maximum pay point of an ARPANSA Level 6 classification, plus
- b. an isolation allowance of \$6.76 per hour for all hours the employee was not required to be on duty at the isolated location work site.

428.2 In addition to the above allowances, the employee will also be entitled to absent themselves from duty the day after returning from a field trip where the duration of the trip exceeds seven days. This additional leave will count as service for all purposes.

428.3 For the purposes of this provision, an isolated location is defined as a remote area where access to normal lifestyle amenities and entertainment is not readily available (such as Maralinga or Kiribati).

### Remote localities

429 Remote localities allowance is payable to an employee working and residing in a remote locality where access to normal lifestyle amenities is not readily available. It is an annual allowance, paid fortnightly with salary at the rates prescribed in the Commonwealth Allowance Subscription Service.

430 Remote localities allowance does not count as salary for superannuation or severance payment purposes.

431 An employee with a partner/spouse who is also an employee entitled to remote localities allowance will be regarded as an employee without dependants for the calculation of the allowance.

432 **Payment during periods of leave:** remote localities allowance will be paid during periods of personal (sick) leave, recreation leave and other paid leave. However, for long service leave the allowance is paid only if the employee resides in the locality while on long service leave.

433 CEO may authorise the payment of remote localities allowance to an employee in receipt of Travel Allowance when they are temporarily stationed in a locality that would normally attract the payment of remote localities allowance.



434 **Travel for medical, dental or compassionate reasons:** An employee stationed at a locality which attracts remote localities allowance is entitled to reimbursement for travel for medical, dental and compassionate reasons.

### Relocation assistance

435 Where an existing employee is required to relocate at the request of ARPANSA (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.

436 Where an employee is required to relocate on engagement with ARPANSA, the employee will be provided with financial relocation assistance.

437 Reasonable expenses associated with the relocation include:

- a. the cost of transport of the employee and their dependents by the most economical means, or as otherwise determined by the CEO;
- b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
- c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value;
- d. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

438 The CEO may also determine reasonable relocation costs in consultation with the employee for:

- a. temporary accommodation in the new location;
- b. relevant legal and other expenses on the sale and purchase of a home as a consequence of their relocation;
  - (i) this will only be provided in respect of one home in each locality. No entitlement arises unless the employee is an employee at the time of sale or purchase.
  - (ii) Reimbursement of costs will be in proportion to the extent of the employee's ownership of a house.
- c. costs incurred in avoiding serious disruption to the final two years of their child's secondary education (years 11 and 12), or in exceptional circumstances for students below years 11 and 12 if the CEO considers that their education would be adversely affected by moving; and

439 Where a new employee is required to relocate at the request of ARPANSA, relocation assistance for reasonable costs will be determined by the CEO in consultation with the employee, for:

- a. transport and removal costs
- b. temporary accommodation in the new location

440 Additional relocation assistance may be considered by the CEO discretion.

441 Long-term overseas postings

- 441.1 A long-term posting is for a period of 6 months or longer. An employee is taken to be on a long-term posting to a locality when the CEO approves an extension of travel so that the total continuous period at the locality is 6 months or longer.
- 441.2 An employee on a long-term posting will be paid overseas living and other allowances for a location as determined by the CEO from time to time, in accordance with the rates advised by Employment Conditions Abroad Pty Ltd.

## Section 10: Consultation, representation and dispute resolution

### Consultation

#### *Principles*

- 442 Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
- 443 For the purpose of interpretation and avoidance of doubt, the parties agree that “consultation” means providing affected employees and, where they choose, their representatives with access to relevant information and a genuine opportunity to influence the decision maker and contribute to the decision making process before a decision is made.
- 444 ARPANSA recognises:
- 444.1 the importance of inclusive and respectful consultative arrangements;
  - 444.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 444.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 444.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 444.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
- 445 Genuine and effective consultation involves:
- 445.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 445.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 445.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 445.4 advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

#### *When consultation is required*

- 446 Consultation is required in relation to:
- 446.1 changes to work practices which materially alter how an employee carries out their work;
  - 446.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - 446.3 major change that is likely to have a significant effect on employees;

446.4 implementation of decisions that significantly affect employees;

446.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and

446.6 other workplace matters that are likely to significantly or materially impact employees.

447 ARPANSA, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

***Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees***

448 This clause applies if ARPANSA:

448.1 proposes 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

448.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

***Representation***

449 Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

450 ARPANSA must recognise the representative if:

450.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

450.2 the employee or employees advise the employer of the identity of the representative.

***Major change***

451 In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:

451.1 the termination of the employment of employees; or

451.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

451.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

451.4 the alteration of hours of work; or

451.5 the need to retrain employees; or

451.6 the need to relocate employees to another workplace; or

451.7 the restructuring of jobs.

452 The following additional consultation requirements in clause 453 to 459 apply to a proposal to introduce a major change referred to in sub-clause 446.3.

- 453 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 447.
- 454 Where practicable, ARPANSA change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
- 455 ARPANSA must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 456 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 447, ARPANSA must:
- 456.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 456.1.1 the proposed change:
      - 456.1.1.1 the effect the proposed change is likely to have on the employees; and
      - 456.1.1.2 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
    - 456.1.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
      - 456.1.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
      - 456.1.2.2 information about the expected effects of the proposed change on the employees; and
      - 456.1.2.3 any other matters likely to affect the employees.
- 457 ARPANSA must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 458 However, ARPANSA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 459 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of ARPANSA, the requirements set out in clauses 453 to 456 are taken not to apply.

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

- 460 The following additional consultation requirements in clauses 461 to 464 apply to a proposal to introduce a change referred to in clause 446.5.
- 461 ARPANSA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 462 As soon as practicable after proposing to introduce the change, ARPANSA must:
- 462.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
  - 462.2 the proposed introduction of the change; and

462.3 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:

462.3.1 all relevant information about the proposed change, including the nature of the proposed change; and

462.3.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and

462.3.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and

462.4 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, ARPANSA is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

463 ARPANSA must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

#### ***Interaction with emergency management activities***

464 Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

#### **Staff Consultative Forum**

465 In addition to the formal consultation arrangements as provided at clauses 442 to 464, ARPANSA is committed to consulting directly with employees and, where they choose, their representatives to promote employee satisfaction and welfare, and organisation productivity, through a cooperative working relationship.

466 ARPANSA will continue to support employees' participation fora at the branch, office and section level. The ARPANSA Staff Consultative Forum (SCF) shall continue during the life of this Agreement.

467 ARPANSA will consult with, and give genuine consideration to the views of, staff on issues relating to the implementation and operation of this Agreement, that is, issues affecting the employment conditions of employees.

468 The objectives of the SCF are to provide a consultative environment which:

- a. promotes constructive workplace relations within ARPANSA;
- b. facilitates the exchange of information and promotes an understanding of management and employees and employee representatives issues

469 The SCF will maintain an agreed terms of reference. Further information can be found in the SCF's *Operating Procedures and Guidelines*. Representation on the SCF will be in accordance with the terms of reference.

470 The SCF's *Operating Procedures and Guidelines* will only be altered with the agreement of all parties to this agreement.

## APS consultative committee

471 The CEO will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

## Dispute resolution

472 If a dispute relates to:

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

this term sets out procedures to settle the dispute.

473 An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

474 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.

475 Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.

476 If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 475 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

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

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

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

478 While the parties are attempting to resolve the dispute using the procedures in this term:

- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at ARPANSA that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and

- b. subject to 478a, 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 work 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.

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

480 Any disputes arising under the Australian Radiation Protection and Nuclear Safety Enterprise Agreement 2017 - 2020 or the National Employment Standards that were formally notified under clause 55 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

### ***Leave of absence to attend proceedings***

481 Where the provisions of clauses 472 to 477 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 473, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 476.

482 Review of actions affecting individuals

- a. An employee may seek a review of actions under section 33 of the *Public Service Act 1999*.
- b. **Support person:** At an individual level, an employee may choose to have a support person accompany them in one-on-one discussions with a manager(s) where there are issues of concern about their employment.

### **Delegates' rights**

483 Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.

484 The role of union delegates is to be respected and supported.

485 ARPANSA and union delegates will work together respectfully and collaboratively.

### ***Supporting the role of union delegates***

486 ARPANSA respects the role of union delegates to:

- a. provide information, consult with and seek feedback from employees in the workplace on workplace matters;



- b. consult with other delegates and union officials, and get advice and assistance from union officials;
- c. represent the interests of members to the employer and industrial tribunals; and
- d. represent members at relevant union forums, consultative committees or bargaining.

487 ARPANSA and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

488 Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.

489 To support the role of union delegates, ARPANA will, subject to legislative and operational requirements, including privacy and security requirements:

- a. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
- b. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
- c. allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
- d. provide access to new employees as part of induction; and
- e. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

490 Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or ARPANSA before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## Freedom of Association and Workplace Rights

491 ARPANSA recognises its obligation to protect an employee's freedom of association and their right to be represented in the workplace as prescribed under section 336 of the *Fair Work Act 2009*. Employees will not be disadvantaged or discriminated against because they are, or are not, a member of an industrial association.

492 A representative requested by an employee to act in this capacity may include an elected representative, a union workplace delegate, or a work colleague. ARPANSA and an employee's nominated representative will deal with each other in good faith.

493 The role of workplace representatives will be respected and facilitated, in accordance with the *Fair Work Act 2009*.

494 Employees who undertake corporate support roles, or represent other employees, play an important role in maintaining a positive workplace culture. ARPANSA recognises that employees perform these roles in addition to their usual role and responsibilities

## Section 11: Separation and retention

### Resignation

- 495 An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
- 496 At the instigation of the CEO, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 497 The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### Payment on death of an employee

- 498 When an employee dies, or the CEO has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the CEO must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.
- a. Any monies owing to the Commonwealth as a result of advanced annual leave credits will be waived. Long Service leave credits will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.

### Redeployment and redundancy

- 499 **Application:** These provisions apply to all ongoing employees with more than one year's service. They do not apply to employees on probation or non-ongoing employees.
- 500 **Excess employee:** An employee is an excess employee if:
- a. the employee is included in a class of employees employed in ARPANSA which class comprises a greater number of employees than is necessary for the efficient and economical working of ARPANSA, or
  - b. the services of the employee cannot be effectively used because of technological or other changes in the work methods of ARPANSA or structural or other changes in the nature, extent or organisation of the functions of ARPANSA, or
  - c. the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the CEO has determined that the provisions of this clause apply to that employee.
- 501 The CEO will provide employees who are excess or potentially excess because of structural, organisational or technological change with assistance to maximise redeployment opportunities and, as much as practicable, to avoid involuntary termination of employment. To achieve this, the CEO will:
- a. ensure that excess and potentially excess employees are fully informed of all relevant redeployment and redundancy arrangements including all assistance available to them

- b. aim to match, as closely as possible, the abilities and skills of excess and potentially excess employees to the requirements of available assignments of duties at an appropriate classification level and to take into account the wishes and interests of those employees to the maximum extent possible. This extends not only to choice of duties but also preference of work locations. It is the CEO's objective to settle each case on a mutually acceptable basis
- c. provide the necessary personnel and financial resources required to meet its obligations under this Agreement regardless of where employees are located
- d. provide excess and potentially excess employees with reasonable training, retraining or on-the-job training with the purpose of helping employees to cope with changes to their employment and/or to enhance their redeployment prospects
- e. place priority on redeploying excess and potentially excess employees in ARPANSA or within the wider APS, in consultation with a selected service provider. However, the CEO recognises that redeployment opportunities within the APS are limited, and assistance for excess and potentially excess employees should also be directed towards equipping them for employment in the private sector
- f. make every effort to expedite an employee's voluntary termination of employment in situations where this course of action is acceptable to both the CEO and the employee involved.

502 An excess employee will act in a responsible manner and to consider seriously any offers of redeployment, training/retraining and on-the-job training made to them by ARPANSA. In addition, it is expected that excess and potentially excess employees will pro-actively pursue redeployment opportunities.

503 The following redeployment, termination of employment and redundancy provisions will apply to excess employees in ARPANSA.

504 When the CEO is aware that an employee(s) is likely to become excess, the CEO will, at the earliest practicable time, advise the employee(s) of the situation. Discussions with the potentially excess employee(s) and/or, where an employee requests, with the employee's nominated representative, will be held to consider:

- a. measures which might be taken to resolve the situation, including redeployment opportunities for the employee(s) at or below their approved classification
- b. referral to a redeployment service provider
- c. whether voluntary retrenchment might be appropriate and whether the employee(s) wishes to be offered voluntary retrenchment.

505 The CEO may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary retrenchment, where those retrenchments would permit the redeployment of employees who are potentially excess.

506 The CEO will identify the employees who are excess to ARPANSA's requirements:

- a. one month after the discussions in clause 504 have been held; and
- b. advise those employees in writing that they are excess.

- 507 The CEO will then establish through consultation with the identified employees and where they choose their representatives, which employees want to be offered voluntary retrenchment immediately and which employees wish to seek redeployment. An employee seeking redeployment assistance will be referred to a redeployment service provider.
- 508 The CEO will take all reasonable steps, consistent with the interests of the efficient administration of ARPANSA, to move an excess employee to suitable duties at the same classification within ARPANSA.
- 509 **Voluntary retrenchment:** Where the CEO invites an excess employee to do so, the employee will have one month to elect for voluntary retrenchment. Within that one-month period the employee must be given information on:
- a. the amount of the employee's severance pay, pay in lieu of notice and paid up leave credits
  - b. the amount of the employee's accumulated superannuation contributions
  - c. options open to the employee concerning superannuation (through the Commonwealth Superannuation Corporation (CSC)) or such other relevant service provider)
  - d. the taxation rules applying to the various payments (through the ATO)
- 510 In addition to providing information in clause 509, the CEO will assist the employee by providing financial assistance (up to \$500 on a reimbursement basis, subject to the production of a receipt from a duly qualified financial practitioner) for any financial counselling and/or advice the employee requires to enable him or her to make an informed decision about voluntary retrenchment.
- 511 Once the employee has received all of the aforementioned information, the employee will have a minimum of two weeks to consider the offer.
- 512 Where the offer is accepted, the CEO will not give notice of termination of employment before the end of the one month period referred to in sub-clause 509, unless the employee has received all of the above information, and chooses to waive the remainder of the period.
- 513 In the event ARPANSA is unsuccessful in redeploying the excess employee, the CEO may make an offer of voluntary retrenchment to the employee. An excess employee is only entitled to receive one offer of voluntary retrenchment.
- 514 An employee who declines an offer of voluntary retrenchment or who does not accept the offer within the one month period will immediately be referred to a redeployment service provider.
- 515 **Accelerated separation option:** The CEO may provide employees likely to be subject to the Redeployment, Redundancy and Retirement provisions of this Agreement with an accelerated separation option. This option provides employees who have been identified as being eligible to be made an offer of voluntary redundancy the option of payment equal to 10 or 11 weeks' salary in lieu of any consultation, consideration and notice periods which would otherwise apply. Employees choosing this option would have their employment terminated by the CEO under section 29 of the *Public Service Act 1999* within 14 days of receiving an offer.
- 516 **Period of notice:** Where the employee agrees to be voluntarily retrenched, the CEO can approve the employee's termination of employment and upon approval will give the required notice. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years of continuous service).

- 517 **Time off during notice period:** An employee will be entitled to reasonable time off with full pay to attend necessary employment interviews, from the date the period of notice commences.
- 518 Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period. The payments an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employment not been terminated, will be used in calculating any payment in lieu of notice.
- 519 **Severance benefit:** Where an employee accepts an offer of voluntary retrenchment and the CEO terminates the employee's employment under section 29 of the *Public Service Act 1999*, the employee is entitled to be paid a severance benefit of a sum equal to two weeks' 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 *Fair Work Act 2009* and NES.
- 520 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- 521 **Pro rata entitlement:** 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.
- 522 **Earlier periods of service:** 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*.
- 523 **Service for severance pay purposes:** Service for severance pay purposes means:
- a. Service in ARPANSA
  - b. Government Service as defined in section 10 of the Long Service Leave (*Commonwealth Employees*) Act 1976
  - c. service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes
  - d. APS service immediately preceding deemed resignation under the repealed section 49 of the former *Public Service Act 1922* if the service has not previously been recognised for severance pay purposes
  - e. Service with the Australian Defence Forces
  - f. service in another Agency where an employee was moved from the APS to that Agency with a transfer of function or an employee engaged by that Agency on work within a function is

engaged as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

524 Service not to count as service for severance pay purposes: Any period of service which ceased:

- a. through termination on the following grounds:
  - the employee lacks, or has lost, an essential qualification for performing their duties
  - non-performance, or unsatisfactory performance, of duties
  - failure to satisfactorily complete an entry level training course
  - failure to meet a condition imposed under sub-section 22(6) of the *Public Service Act 1999*
  - breach of the APS Code of Conduct, or
  - any other ground prescribed by the *Public Service Regulations*, or
- b. on a ground equivalent to those in section 23.4.7(a) under the repealed *Public Service Act 1922*, or
- c. through voluntary retirement 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 termination benefit, will not count as service for severance pay purposes.

525 **Rate of payment – Severance benefit:** For the purpose of calculating any payment under sub-clauses 519 to 524, salary will include:

- a. the employee's full-time salary, adjusted on a pro rata basis for periods of part-time service
- b. temporary assignment of duties to a higher classification, where the employee has been receiving the temporary assignment of duties allowance for a continuous period of at least twelve months immediately preceding the date on which the employee is given notice of termination of employment
- c. other allowances in the nature of salary which are paid during periods of recreation 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.

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

527 An excess employee required to relocate to a new locality as a result of a re-assignment of duties or reduction in classification will be entitled to reasonable expenses.

528 **Retention periods:** An excess employee who does not accept an offer of voluntary retrenchment will be entitled to the following period of retention:

- a. thirteen months where an employee has twenty or more years of service or is over 45 years of age, or
- b. seven months for other employees.

- 529 Unless the employee agrees, the CEO will not involuntarily terminate an excess employee's employment under section 29 of the *Public Service Act 1999* until the relevant retention period has elapsed.
- 530 If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period in sub-clause 104.31 above is reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standards on termination, as at the expiration of the retention period (as adjusted by this sub-clause), provided that the employee is also paid an additional redundancy payment equal to the amount the retention period was shortened by under clause 104.31 above (ie: the NES component).
- 531 The retention period will commence on the earlier of the following:
- the day the employee is advised in writing by the CEO that they are an excess employee, or
  - one month after the day on which the CEO invites the employee to elect to have the employee's employment terminated.
- 532 During the retention period the CEO:
- will continue to take reasonable steps to find alternative employment for the excess employee, and/or
  - may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at his/her previous classification for the balance of the retention period.
- 533 The retention periods specified in sub-clause 104.31 and the notice period specified in sub-clause 104.18 will be extended by any periods of personal (sick) leave supported by medical evidence which are taken during these retention and notice periods.
- 534 Where an excess employee has been receiving redeployment assistance from a selected redeployment service provider and the CEO is satisfied that there is no prospect of redeployment for the employee in the APS; and can demonstrate that there is insufficient productive work available for the employee in the agency during the remainder of their retention period, the CEO may terminate the employee's employment under section 29 of the *Public Service Act 1999*:
- Upon termination the employee will be paid a lump sum comprising: the balance of the retention period (as shortened for the NES under sub-clause 104.31 above) and this payment will be taken to include the payment in lieu of notice of termination of employment.
  - An additional redundancy payment equal to the amount the retention period was shortened by under clause 104.31 above (ie: the NES component).
- 535 **Involuntary termination of employment:** The CEO will not terminate an excess employee's employment if the employee has not been invited to elect to be voluntarily retrenched or has elected to be voluntarily retrenched but the CEO has refused to approve it.
- 536 An excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that the employee's employment be terminated.
- 537 Specified periods of notice will as far as practicable, be concurrent with the retention periods.



## Attachment A – Base salaries

### APS Level 1 to 6 Classifications

APS Classification	ARPANSA Classification Structure	As at 31 August 2023 (\$)	Increased to roll-in bonus (intermediate calculation) Base rate adjustment (\$)	From the later of commencement or the 14 March 2024 date of operation (\$)	From 13 March 2025 (\$)	From 12 March 2026 (\$)
APS Level 1	ARPANSA Level 1	49,929	50,189	52,197	54,516	57,497
		52,798	53,058	55,180	57,277	59,224
		54,775	55,035	57,236	59,411	61,431
		56,754	57,014	59,295	61,548	63,641
APS Level 2	ARPANSA Level 2	58,456	58,716	61,065	63,385	65,540
		60,361	60,621	63,046	65,442	67,667
		62,267	62,527	65,028	67,499	69,794
		64,172	64,432	67,009	69,555	71,920
APS Level 3	ARPANSA Level 3	66,560	66,820	69,493	72,134	74,587
		69,200	69,460	72,238	74,983	77,532
		71,836	72,096	74,980	77,829	80,475
		74,475	74,735	77,724	80,678	83,421
APS Level 4	ARPANSA Level 4	76,711	76,971	80,050	83,092	85,917
		78,435	78,695	81,843	84,953	87,841
		80,160	80,420	83,637	86,815	89,767
		82,564	82,824	86,137	89,410	92,450
APS Level 5	ARPANSA Level 5	84,626	84,886	88,281	91,636	94,752
		86,687	86,947	90,425	93,861	97,052
		89,288	89,548	93,130	96,669	99,956
		93,569	93,829	97,582	101,290	104,734
APS Level 6	ARPANSA Level 6	97,849	98,109	102,033	105,910	109,511
		102,130	102,390	106,486	110,532	114,290

APS Executive Level Classifications

APS Classification	ARPANSA Classification Structure	As at 31 August 2023 (\$)	Increased to roll-in bonus (intermediate calculation) Base rate adjustment (\$)	From the later of commencement or the 14 March 2024 date of operation (\$)	From 13 March 2025 (\$)	From 12 March 2026 (\$)
Executive	ARPANSA	110,305	110,565	114,988	119,358	123,416
Level 1	Executive	116,479	116,739	121,409	126,023	130,308
	Level 1	122,648	122,908	127,824	132,681	137,192
		126,917	127,177	132,264	137,290	141,958
Executive	ARPANSA	134,786	135,046	140,448	145,785	150,742
Level 2	Executive	142,658	142,918	148,635	154,283	159,529
	Level 2 (Lower)	150,529	150,789	156,821	162,780	168,315
		153,061	153,321	159,454	165,513	171,140
Executive	ARPANSA	159,182	159,442	165,820	172,121	177,973
Level 2	Executive	163,163	163,423	169,960	176,418	182,416
	Level 2 (Upper)	167,242	167,502	174,202	180,822	186,970
		170,972	171,232	178,081	184,848	191,133

ARPANSA Graduate Broadband

APS Classification	ARPANSA Classification Structure	As at 31 August 2023 (\$)	Increased to roll-in bonus (intermediate calculation) Base rate adjustment (\$)	From the later of commencement or the 14 March 2024 date of operation (\$)	From 13 March 2025 (\$)	From 12 March 2026 (\$)
APS Level 3	ARPANSA Graduate	66,560	66,820	69,493	72,133	74,586
		69,200	69,460	72,238	74,983	77,533
		71,836	72,096	74,980	77,829	80,475
		74,475	74,735	77,724	80,678	83,421
APS Level 4		76,711	76,971	80,050	83,092	85,917
		78,435	78,695	81,843	84,953	87,841
		80,160	80,420	83,637	86,815	89,767
APS Level 5		82,564	82,824	86,137	89,410	92,450
		84,626	84,886	88,281	91,636	94,752
		86,687	86,947	90,425	93,861	97,052

## Attachment B – Supported Wage System

1. This schedule defines the condition which will apply to employees because of the effects of a disability and are eligible for a supported wage under the terms of this agreement.

### Definitions

2. In this schedule:

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

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

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

**Relevant minimum wage** means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged.

**Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (<https://www.jobaccess.gov.au/>).

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

### Eligibility criteria

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

### Supported wage rates

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

**Table 4 Applicable percentage of relevant minimum wage paid to applicable employees**

<b>Assessed capacity</b>	<b>Percentage of agreement rate</b>
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

#### ***Assessment of capacity***

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

#### ***Lodgement of SWS wage assessment agreement***

10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

#### ***Review of assessment***

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

### ***Other terms and conditions of employment***

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

### ***Workplace adjustment***

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

### ***Trial period***

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9.

## Formal acceptance and signatories

### Employer

Signed for and on behalf of the **Chief Executive Officer, Australian Radiation Protection and Nuclear Safety Agency**



**Full name:** Gillian Hirth

Chief Executive Officer, Australian Radiation Protection and Nuclear Safety Agency

**Address:** 619 Lower Plenty Road, Yallambie, VIC 3085

### Unions

Signed for and on behalf of the **Community and Public Sector Union (CPSU)**



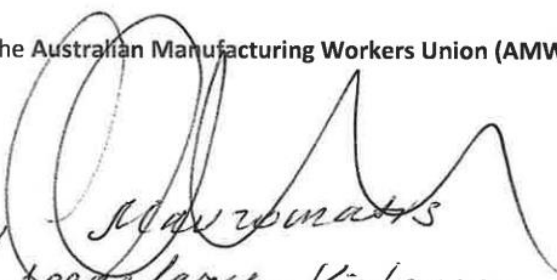
**Full name:** Joshua Coulter

Field Organiser, CPSU

**Address:** 54-58 Foveaux Street, Surry Hills, NSW 2010

Signed for and on behalf of the **Australian Manufacturing Workers Union (AMWU)**

**Full name:**



Tony Mouroumatis 5.04.2024  
State Secretary Victorian Branch AMWU

**Address:** 251 Queensberry Street  
Carlton 3053

Signed for and on behalf of the **Association of Professional Engineers, Scientists and Managers Australia (APESMA)**



**Full name:** Andrew Richards (Acting Director – Vic Branch)

**Address:** 152 Miller Street, West Melbourne, Victoria 3003