



Australian Government
Digital Transformation Agency



Digital Transformation Agency Enterprise Agreement 2022-2025

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

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FORMAL ACCEPTANCE AND SIGNATORIES

The Digital Transformation Agency Enterprise Agreement 2022-2025 is made and approved under Part 2-4 of the *Fair Work Act 2009*. It is an Enterprise Agreement between the Digital Transformation Agency and those of its employees whose employment is subject to this Agreement.

Signed for and on behalf of
Digital Transformation Agency by its
authorised signatory:



Signature of authorised signatory

Christopher William Fechner

Full name of authorised signatory

Chief Executive Officer

Position of authorised signatory

Signed for and on behalf of **employees**:

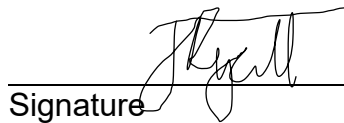


Signature of bargaining representative

Benjamin Robert Smith

Full name of bargaining representative

Signed for and on behalf of **employees**
by the Community and Public Sector
Union:



Signature

John Ryall

Full name of authorised signatory

National Organiser

Position of authorised signatory

Address for the Chief Executive Officer and all bargaining representatives except for the Community and Public Sector Union is Level 3, 50 Marcus Clarke Street, Canberra ACT 2601.

Address for the Community and Public Sector Union is 1/40 Brisbane Avenue, Barton, ACT 2600.

Section 1 – Scope

Title

- 1 This Agreement is the Digital Transformation Agency Enterprise Agreement 2022-2025.

Parties and coverage

- 2 This Agreement is made and approved under Part 2-4 of the *Fair Work Act 2009* (FW Act) and covers:
 - a. the Chief Executive Officer (CEO) of the Digital Transformation Agency (DTA), for and on behalf of the Commonwealth of Australia as the employer;
 - b. DTA employees, other than Senior Executive Service (SES) and equivalent employees, engaged under the *Public Service Act 1999* (PS Act); and
 - c. the Community and Public Sector Union (CPSU), if the Fair Work Commission (FWC) notes in its decision to approve this Agreement that this Agreement covers this union.

Delegations

- 3 The CEO may, in writing, delegate any or all of the CEO's powers or functions under this Agreement (other than this power of delegation) and may do so subject to conditions. Details are in the DTA People Delegations.

Operation of the Agreement

- 4 This Agreement will commence 7 days after the FWC approves this Agreement.
- 5 The nominal expiry date of this Agreement will be the date that is 3 years from the date of commencement.
- 6 Various employment provisions contained within this Agreement are administered in conjunction with DTA policies and procedures. DTA policies and procedures do not form part of this Agreement and if there is any conflict, the Agreement prevails.

7 Nothing in this Agreement reduces the entitlement available to an employee under the National Employment Standards (NES).

Consultation on major change

8 Clauses 9 to 24 apply if the CEO (or delegate):

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

9 "Relevant Employees" means the employee(s) who may be affected by a change referred to in clause 8(a) or 8(b).

10 For a major change referred to in clause 8(a):

- a. the CEO (or delegate) must notify the relevant employees of the decision to introduce the major change; and
- b. clauses 11 to 18 apply.

11 The relevant employees may appoint a representative for the purposes of the procedures in clauses 12 to 18.

12 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and the employee or employees advise the CEO (or delegate) of the identity of the representative, the CEO (or delegate) will recognise the representative.

13 As soon as practicable after making its decision, the CEO (or delegate) will discuss with the relevant employees:

- a. the introduction of the change;
- b. the effect the change is likely to have on employees; and
- c. measures the CEO (or delegate) is taking to avert or mitigate any adverse effect of the change on employees.

- 14 For the purposes of the discussion, the CEO (or delegate) will provide, in writing, to the relevant employees:
- a. all relevant information about the change including the nature of the change proposed; and
 - b. information about the expected effects of the change on the employees; and
 - c. any other matters likely to affect the employees.
- 15 The CEO (or delegate) is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 16 The CEO (or delegate) will give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 17 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the DTA, the requirements set out in clauses 8 to 18 are taken not to apply.
- 18 In clauses 8 to 18, a major change is likely to have a significant effect on employees if it results in:
- a. the termination of the employment of employees; or
 - b. major change to the composition, operation or size of the DTA's workforce or to the skills required of employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain employees; or
 - f. the need to relocate employees to another workplace; or
 - g. the restructuring of jobs.

Consultation on change to regular roster or ordinary hours of work

- 19 For a major change referred to in clause 8(b):
- a. the CEO (or delegate) must notify the relevant employees of the proposed change; and
 - b. clauses 20 to 24 apply.
- 20 The relevant employees may appoint a representative for the purposes of the procedures in clauses 21 to 24.
- 21 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and the employee or employees advise the CEO (or delegate) of the identity of the representative, the CEO (or delegate) will recognise the representative.
- 22 As soon as practicable after proposing to introduce the change, the CEO (or delegate) will:
- a. discuss with relevant employees the introduction of the change; and
 - b. for the purposes of the discussion, the CEO (or delegate) will provide to the relevant employees:
 - i. all relevant information about the change including the nature of the change;
 - ii. information about what the CEO (or delegate) reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matter that the CEO (or delegate) reasonably believes is likely to affect the employees.
 - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 23 The CEO (or delegate) is not required to disclose confidential or commercially sensitive information to the relevant employees.

24 The CEO (or delegate) will give prompt and genuine consideration to the matters raised about the change by the relevant employees.

General employee consultation

25 These provisions are intended to operate in addition to and are not intended to impact on the operation of the consultation provisions set out in clauses 8 to 24 of this Agreement.

26 A Consultative Committee will be maintained for the duration of this Agreement as the key mechanism for general consultation between management and elected employee representatives.

27 The role and composition of the Consultative Committee will be detailed in the Consultative Committee Terms of Reference, as determined appropriate by the CEO (or delegate).

28 The Consultative Committee will be consulted on the development and review of DTA policies and other documents, determined as appropriate by the CEO (or delegate), relating to entitlements covered by this Agreement.

29 Prior to a policy being amended or introduced, the CEO (or delegate) will make the policy available to employees for comment and feedback for a period of at least 2 weeks.

30 Comments or feedback received in relation to the proposed changes will be taken into account prior to the policy, procedure or guideline being finalised.

Freedom of association and employee representation

31 The parties recognise that employees are free to choose to join or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement.

32 Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of this Agreement and relevant legislation.

Dispute resolution procedures

33 If a dispute relates to a matter arising under this Agreement or the NES, clauses 34 to 39 set out procedures to settle the dispute.

34 CEO (or delegate) or an employee who is a party to the dispute may appoint a representative for the purposes of these procedures.

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

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

37 The FWC may deal with the dispute in 2 stages:

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

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

A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

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

- a. an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and

- b. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

Individual Flexibility Arrangements

40 The CEO (or delegate) and an employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of this Agreement if:

- a. the Agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. remuneration;
 - vi. leave; and
- b. the IFA meets the genuine needs of the DTA and the employee in relation to one or more of the matters mentioned in clause 40(a); and
- c. the IFA is genuinely agreed to by the CEO (or delegate) and the employee.

41 The CEO (or delegate) will ensure that the terms of the IFA:

- a. are about permitted matters under section 172 of the FW Act; and
- b. are not unlawful terms under section 194 of the FW Act; and

- c. result in the employee being better off overall than the employee would be if no IFA was made.

42 The CEO (or delegate) will ensure that the IFA:

- a. is in writing; and
- b. includes the name of the employer and the employee; and
- c. is signed by the CEO (or delegate) and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d. includes details of:
 - i. the terms of this Agreement that will be varied by the IFA; and
 - ii. how the IFA will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
- e. states the day on which the IFA commences and, where applicable, when the IFA ceases.

43 The CEO (or delegate) will give the employee a copy of the IFA within 14 days after it is agreed to.

44 The CEO (or delegate) or the employee may terminate the IFA:

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

Section 2 – Performance and capability

Performance management

- 45 Employees are required to actively participate in the performance management process throughout each performance cycle. The Performance and Development Policy provides managers and employees with guidance on discussing and establishing individual performance expectations that enables the DTA to deliver on its purpose and foster a positive workplace culture.
- 46 Where underperformance is identified, the DTA will work with the employee and their manager to assist the employee in attaining and sustaining the required standard of performance. If the employee does not attain the required standard of performance, the CEO (or delegate) may undertake the process for the management of underperformance identified in the Performance Improvement Policy.

Capability development

- 47 The DTA is committed to continued learning and the ongoing development of our employees.
- 48 Employees and their managers are jointly responsible for identifying capability needs and opportunities that meet the personal development needs of the individual and the operational/business needs of the DTA and the Australian Public Service (APS).
- 49 Employees are encouraged to undertake learning and development opportunities, as deemed appropriate by the DTA, to build their skills and capability to contribute to the success of the DTA.

Assistance for employees undertaking study

- 50 Employees who undertake and successfully complete formal study relevant to the DTA and/or the APS may be eligible for study assistance in the form of study leave during the study period and financial assistance of up to \$5,000 per financial year, or as determined by the CEO (or delegate). Further information is detailed in the Study Assistance Policy.

Section 3 – Working arrangements

Full-time employees

- 51 Ordinary hours of work for a full-time employee is 37 hours and 30 minutes per week, which may be averaged over a settlement period of 28 calendar days. This equates to a standard day of 7 hours and 30 minutes from Monday to Friday, within the default span of hours (bandwidth) of 7:00 am to 7:00 pm.
- 52 A standard day for the purposes of leave, attendance (including flextime) and payment of salary is 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm Monday to Friday, except where a Public Holiday occurs.
- 53 A standard day will apply to full-time employees:
- a. if the employee and their manager cannot agree on a different pattern of hours; or
 - b. if the employee's manager reasonably considers that the employee's attendance is unsatisfactory.

Part-time employees

- 54 A part-time employee is an employee who has an agreement in writing with the CEO (or delegate) to vary their ordinary hours of work to be less than those specified in clause 51 and in agreed pattern of hours. Employees who job share will be classified as part-time.
- 55 Part-time agreements and job share arrangements will be approved for a maximum period of 12 months and may be extended by agreement of all parties in writing.
- 56 All requests for part-time and job-sharing arrangements will be considered by the CEO (or delegate) on a case-by-case basis and considering operational requirements.
- 57 A part-time employee's pattern of hours must be no less than 3 consecutive hours on any agreed working day unless otherwise agreed by the CEO (or delegate).

- 58 At the expiry of the part-time agreement an employee who is engaged on a full-time basis has the right to return to full-time work. An employee may return to full-time work earlier with the written agreement of the CEO (or delegate).
- 59 An employee may be engaged on an ongoing part-time basis, which is separate to an employee who is engaged on a full-time basis but has a part-time agreement. Employees engaged on an ongoing part-time basis do not have an automatic right to increase their part-time hours or access full-time hours but can request this.
- 60 Remuneration is calculated on a pro-rata basis, except for expense related allowances or reimbursements. Leave for part-time employees is provided in accordance with relevant legislation and this Agreement. Payment of salary when an employee takes leave will be reflective of the ordinary part-time hours worked except during long service leave where salary will be calculated in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* (LSL Act).
- 61 A part-time APS level employee who, at the request of the CEO (or delegate), undertakes additional hours on a day they are scheduled to attend for work will:
- a. accrue flex for the additional hours within the bandwidth; and
 - b. be paid overtime at the applicable rate for the additional hours outside the bandwidth and in excess of their ordinary part-time hours on that day.
- 62 Where a part-time employee who at the request of the CEO (or delegate) agrees to attend for work on a day the employee is not otherwise scheduled to work, the employee:
- a. will be paid for the additional hours within the bandwidth at their base salary rate; and
 - b. will be paid overtime at the applicable rate for the additional hours worked outside the bandwidth for APS level employees;
 - c. should discuss TOIL arrangements in accordance with clauses 79 to 82 for Executive Level employees.

Hours of work

- 63 An employee's ordinary hours of work are those hours and time, within the bandwidth, that the employee works on a regular basis, as agreed by the manager.
- 64 The bandwidth set out in clause 51 may be varied to an alternative 12-hour period by agreement, in writing, between an employee and the CEO (or delegate).
- 65 Employees will not normally be required to work for more than 10 hours on any one day or work more than 5 consecutive hours without taking an unpaid recess break of at least 30 minutes.
- 66 Where an employee is directed to work outside the bandwidth, the employee will be entitled to a 9 hour break including travelling time before commencing work again. If the break occurs during the employee's ordinary hours of work, the employee will receive their ordinary base salary rate during that period.
- 67 Where the CEO (or delegate) determines that a break is not possible due to operational requirements, the employee will be paid double time for the next period of work until a 9 hour break is taken.

Flexible working arrangements

- 68 To enable employees to balance their work and personal lives, employees may request flexible working arrangements such as:
- a. working from home;
 - b. working from another location;
 - c. part-time or job sharing; and/or
 - d. compressed hours.

69 Consistent with the DTA's commitment to provide a workplace that supports and promotes flexible work arrangements, the CEO (or delegate) will consider each request on a case-by-case basis, including the provision of necessary equipment and materials required to perform the role safely. Requests will be considered in light of the employee's personal circumstances and operational requirements, and consistent with section 65 of the FW Act. Further information is detailed in the Flexible Working Arrangements Policy.

Unexpected and unauthorised absences

70 If an employee is unexpectedly unable to attend work, the employee or their representative should make a reasonable effort to notify the relevant manager before 9:30 am. Failure to do so may result in the employee's emergency contact being contacted and/or provisions relating to an unauthorised absence being applied.

71 If an employee is absent from work and has not advised their manager of their absence in accordance with clause 70, the CEO (or delegate) may determine that the employee is on a period of unauthorised absence.

72 Where an employee is determined to be on a period of unauthorised absence, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes work, is granted leave or has their employment terminated. A period of unauthorised absence does not count as service for any purpose.

APS level employees: flextime (flex) and overtime

73 An APS level employee or equivalent must complete an accurate timesheet in the DTA's timekeeping system and submit to it to their manager for approval.

74 APS level employees, other than casual APS level employees, may access flextime (flex) arrangements because of essential work requirements.

- 75 Where an APS level employee is required to work more than their ordinary hours of work within the bandwidth, they will accumulate a flex credit, and where an APS level employee works less than their ordinary hours of work within the bandwidth, they will incur a flex debit. The APS level employee may apply to the CEO (or delegate) for flex leave using either a flex credit or flex debit.
- 76 Flex will be credited or debited on a one-for-one basis e.g., one hour worked in addition to the APS level employee's ordinary hours of work will result in one hour of flex credit.
- 77 An APS level employee may carry a maximum of 37 hours and 30 minutes flex credit or 7 hours and 30 minutes flex debit into the next settlement period, unless otherwise agreed with the CEO (or delegate).
- 78 An APS level employee who is required, at the request of the CEO (or delegate), to undertake duties beyond their ordinary hours of work, outside of the bandwidth will be eligible to receive overtime in accordance with clauses 154 to 160.

Executive Level employees: Time Off In Lieu (TOIL) and flexible hours

- 79 The CEO (or delegate) may agree to an Executive Level employee working flexible hours subject to operational requirements. Where possible, the CEO (or delegate) will take into account the individual needs of the employee in determining such arrangements.
- 80 Managers may grant Executive Level employees reasonable Time Off In Lieu (TOIL) where they have worked significant additional hours in excess of their ordinary hours of work for sustained periods, involving high-levels of productive effort.
- 81 TOIL should be taken as soon as practicable after hours worked, subject to operational requirements.
- 82 Further information is detailed in the Hours of Work Policy.

Public Holidays

- 83 An employee will be paid their base salary rate for their ordinary hours of work on a day or part-day identified as a Public Holiday under section 115 of the FW Act.
- 84 An employee's base location for work purposes is the DTA office location to which their role is attached. Where an employee has been required by the CEO (or delegate) to work from a different office location on an ongoing basis, the new location will be the employee's base location for work purposes.
- 85 Where an employee has entered into a flexible working arrangement that enables the employee to work from a location other than a DTA office location (e.g. working from home), the employee's base location for work purposes will be the DTA office location.
- 86 If under a State or Territory law, a day or part day is substituted for one of the Public Holidays referred to in clause 83, then the substituted day or part day is the Public Holiday.
- 87 An employee and the CEO (or delegate) may agree to substitute any Public Holiday referred to in clause 83 for a cultural or religious day of significance to the employee.
- 88 An employee may refuse on reasonable grounds a request to work on a Public Holiday.
- 89 Where an employee is on paid personal/carer's or annual leave at full or half pay on one or both sides of the Public Holiday, payment for the Public Holiday will be made at the employee's full rate of pay.
- 90 Where a Public Holiday falls during a period when an employee is absent on long service leave or parental leave there is no entitlement to receive payment as a Public Holiday. Payment for that day would be in accordance with the entitlement for that form of leave e.g. if the employee is on long service leave at half pay, the employee will receive long service leave at half pay.

Christmas close down

- 91 The DTA will cease its normal operations from the close of business on the last working day before Christmas Day, recommencing on the first working day after New Year's Day.
- 92 Employees will be provided with time off for the ordinary working days between Christmas Day and New Year's Day (without deduction of annual leave) and will be paid in accordance with their ordinary hours of work.
- 93 APS level employees, excluding rostered employees, who are required to work on an ordinary working day between Christmas Day and New Year's Day, will receive payment at double time for all hours worked on that day.
- 94 Rostered employees and Executive Level employees required to work on any day between Christmas and New Year's Day will be entitled to payment at single time for that day and a day off in lieu.

Section 4 – Classification and remuneration

Rates of pay

- 95 The salary rates payable for employees at each classification level covered by this Agreement are set out at Appendix A and Appendix B.
- 96 The salary of eligible employees will be adjusted by a percentage equivalent to the Wage Price Index for the Private Sector as advised by the Australian Public Service Commission for the period immediately before the scheduled adjustment in clause 97.
- 97 The adjustments specified in clause 96 will take effect:
- a. on commencement of this Agreement;
 - b. 12 months from the date of commencement of this Agreement; and
 - c. 24 months from the date of commencement of this Agreement.
- 98 For the purposes of clause 96, the following persons are eligible employees:
- a. an employee who has a substantive salary that is at or below the maximum pay point for their substantive classification; or
 - b. an employee who, on commencement of this Agreement, is employed in the DTA and has a substantive salary exceeding the maximum pay point for their substantive classification under this Agreement.
- 99 The following allowances will be adjusted by the percentages referred to in clause 96 and at the times specified in clause 97:
- a. Corporate Citizen Allowance;
 - b. Restriction Allowance;
 - c. Language Proficiency Allowance; and
 - d. DTA Liaison Officer Allowance.

Payment of salary

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

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

Salary on engagement, promotion or movement

102 A person who is new to the APS or an existing APS employee who is promoted in the DTA will be paid at the minimum pay point for the relevant classification unless the CEO (or delegate) approves payment of a higher pay point having regard to experience, qualifications and skills.

103 Unless the CEO (or delegate) determines otherwise, an existing APS employee moving to the DTA at the same classification whose current salary exceeds the maximum pay point for that classification will have their salary maintained until it comes in line with the maximum pay point for the relevant classification level.

104 An existing APS employee moving to the DTA who has a current salary that falls between 2 of the pay points for their substantive classification will be paid at the next pay point for their classification or have their salary maintained, as determined by the CEO (or delegate).

Salary on reduction

105 An employee's classification may be reduced at the employee's request or if the CEO (or delegate) directs, in accordance with the circumstances provided for in section 23 of the PS Act.

106 If an employee requests in writing or is directed to perform work at a lower classification level temporarily or permanently, the CEO (or delegate) will determine the employee's salary rate at the lower classification level in accordance with Appendix A. The determination will reflect the employee's experience, qualifications and skills and the circumstances under which the reduction occurred.

Salary advancement

107 On 1 July each year of this Agreement, an ongoing employee (excluding Graduates, Cadets, Trainees) who has a salary that is on a pay point below the maximum pay point of their substantive classification will receive salary advancement to the next available pay point for their classification in Appendix A.

- 108 On 1 July each year of this Agreement, an ongoing employee (excluding Graduates, Cadets, Trainees) who has a substantive salary that is below the maximum pay point, but not aligned to a pay point for their classification in Appendix A, will receive salary advancement to the next available pay point for their classification in Appendix A.
- 109 An employee will only be eligible for salary advancement under clauses 107 and 108 if the employee:
- a. has in place a performance agreement, approved by the CEO (or delegate); and
 - b. was at their current substantive pay point on or before 1 January; and
 - c. achieving a performance rating of 'meeting requirements' in the most recent performance cycle ending 30 June.

Training classifications

- 110 The CEO (or delegate) may engage a person as a Trainee, Graduate or Cadet.
- 111 Trainees, Graduates and Cadets will be assigned the relevant classification within the Entry Level Base Salary Structure at Appendix B. Trainees, Graduates and Cadets will undertake a course of study and/or training determined by the CEO (or delegate) and progression is subject to the successful completion of the course of study and/or training program.
- 112 If a Graduate, Cadet or Trainee does not successfully complete the training program, they will remain at the relevant classification level outlined in Appendix B and not be allocated a higher classification level as otherwise would have occurred if they had completed the study and/or training program. The CEO (or delegate) will then allocate the employee an equivalent classification level in the Base Salary Structure at Appendix A and be paid at the base pay point, unless otherwise determined by the CEO (or delegate).

Graduates

- 113 DTA graduates will be engaged as Graduate APS employees and paid at the base pay point of the APS 3 classification in the Graduate Broadband at Appendix B.

- 114 On successful completion of the training program, the CEO (or delegate) will allocate the DTA graduates the APS 3 classification in the Graduate Broadband at Appendix B and the employee will be paid at the base pay point. The employee will then advance to the APS 4 classification level in the Graduate Broadband at Appendix B and be paid at the base pay point, subject to the employee meeting the requirements set out in clause 115. The employee will then move to the equivalent pay point in Base Salary Structure at Appendix A, or another pay point for that classification as determined by the CEO (or delegate).
- 115 Determinations to advance an employee to the APS 4 classification level within the Graduate Broadband is subject to the employee satisfactorily finishing each training requirement for the training classification, and:
- a. the employee meeting probation requirements;
 - b. the employee achieving a performance rating of 'meeting requirements' in the most recent performance cycle ending 30 June;
 - c. there is sufficient work available at the higher classification level; and
 - d. the employee having the necessary skills and proficiencies to perform that work.
- 116 The CEO (or delegate) will determine when a Graduate's training program has been successfully completed.

Cadets

- 117 Cadets will be engaged as Cadet APS employees and paid at the base pay point of the APS 1 or APS 2 classification level in the Training Broadband at Appendix B. Cadets will receive the base salary rate when attending the DTA for practical training and 57% of this rate when in full-time study.
- 118 On successful completion of the training program, the CEO (or delegate) will allocate a Cadet employee the APS 3 classification level in the Training Broadband at Appendix B and the employee will be paid at the base pay point. The employee will then move to the equivalent pay point in the Base Salary Structure at Appendix A, or another pay point for that classification as determined by the CEO (or delegate).

119 The CEO (or delegate) will determine when a Cadet's training program has been successfully completed.

Trainees

120 A Trainee will be engaged as either a Trainee APS (Administrative) or Trainee APS (Technical) and be paid at the base pay point of the APS 1 classification level in the Training Broadband at Appendix B.

121 Trainees will be paid a percentage of their base salary rate, having regard to the average proportion of time spent in approved training.

122 On successful completion of the training program, the CEO (or delegate) will allocate a Trainee APS (Administrative) employee the APS 1 classification level in the Training Broadband at Appendix B and the employee will be paid at the base pay point. The employee will then move to the equivalent pay point in the Base Salary Structure at Appendix A, or another pay point for that classification as determined by the CEO (or delegate).

123 On successful completion of the training program, the CEO (or delegate) will allocate a Trainee APS (Technical) employee the APS 3 classification level in the Training Broadband at Appendix B and the employee will be paid at the base point. The employee will then move to the equivalent pay point in the Base Salary Structure at Appendix A, or another pay point for that classification as determined by the CEO (or delegate).

124 The CEO (or delegate) will determine when a Trainee's training program has been successfully completed.

Casual employees

125 Employees engaged on a casual basis will receive a 25% loading in lieu of paid leave (excluding long service leave) and Public Holidays on which the employee is not scheduled to work, in addition to their hourly rate of salary.

126 Casual employees will be eligible for overtime under clause 154 if the employee:

- a. is not performing duties as a rostered employee; and
- b. undertakes duty outside of bandwidth hours; and

c. has worked a minimum of 7 hours and 30 minutes.

127 A casual employee who is scheduled to work on a day that falls on a Public Holiday, as identified in clause 83 of this Agreement, and is not required to perform duties on that day will receive payment for that day at their base salary plus loading under clause 125.

Penalty rates for rostered employees (shift workers)

128 A rostered employee will be entitled to the following penalty rates when required to perform ordinary duties at the relevant times:

- a. 50% penalty rate on **Saturday** or 25% when on annual leave
- b. 100% penalty rate on **Sunday** (refer to clause 129) or 50% when on annual leave
- c. 150% penalty rate on a **Public Holiday** (refer to clause 129) when rostered on (see clause 132 for payment to employees who are rostered off).

129 The Public Holiday rates in clauses 128(b) and 128(c) will not apply to work undertaken in South Australia on a Sunday if that day is a Public Holiday under the *Holidays ACT 1910 (SA)* solely because it is a Sunday.

130 Penalty rates are not payable during periods of leave except for annual leave.

131 A rostered employee will not be paid penalty rates for Public Holidays occurring while the employee is on a period of annual leave.

132 A rostered employee who is rostered off on a Public Holiday will be paid their base salary for the ordinary hours of work the employee would otherwise have been rostered to work on that day.

Supported wage system

133 Supported wage rates apply to an employee with a disability who is eligible for consideration under the Supported Wage System (SWS) at Appendix C.

Superannuation

- 134 Compulsory employer superannuation contributions will be made as required by the applicable legislation and fund requirements on the basis of fortnightly contribution salary.
- 135 Superannuation choice will be limited to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer.
- 136 Employer contributions paid to an accumulation superannuation fund (other than PSSap) will be the higher of the superannuation guarantee or the rate applicable to the DTA's default fund.
- 137 Employer superannuation contributions will not be paid during periods of unpaid leave that does not count as service, unless otherwise required by law.
- 138 Employer contributions to superannuation will not be reduced by any other contributions to superannuation made by the employee through salary sacrifice arrangements.

Section 5 – Allowances and reimbursements

Higher Duties Allowance

- 139 Where the CEO (or delegate) has assigned duties to an employee at a higher non-SES classification level for a period of 10 consecutive working days (inclusive of Public Holidays) or more, the employee will be paid Higher Duties Allowance (HDA) equal to the difference between the employee's current base salary and the minimum pay point of the higher classification, or a higher salary level, as determined by the CEO (or delegate).
- 140 Where the CEO (or delegate) has assigned duties to an employee at a higher level at an SES classification level for a period of 10 consecutive working days or more the employee will be remunerated at a pay point determined by the CEO (or delegate).
- 141 HDA is not available to an employee who is paid in the Graduate Broadband or Training Broadband.

Corporate citizen allowance

- 142 An employee appointed to the role of First Aid Officer, Warden or Health and Safety Representative by the CEO (or delegate) will receive an allowance of \$26 per fortnight.
- 143 An employee will only be formally appointed to one of the roles referred to in clause 142 if they have undertaken the mandatory training and obtained any required qualifications for the relevant role.
- 144 Where an employee holds 2 or more of these roles simultaneously, the employee will only receive one allowance.
- 145 The allowance will not be payable during any periods of unpaid leave or paid leave in excess of 20 working days (except during long service leave, where it will be paid in accordance with the LSL Act), as set out in Appendix D.

DTA Liaison Officer allowance

146 DTA Liaison Officers will receive an annual allowance of \$18,498 paid in fortnightly instalments, from the commencement of this Agreement.

Restriction allowance

147 The CEO (or delegate) may make a reasonable direction that an employee be contactable and available (on-call) or recalled to duty outside of the bandwidth and may approve the provision of a restriction allowance.

148 The restriction allowance will be \$382.32 per week. If an employee is required to be on call for a period of less than one week in total, the employee will be paid 1/7 of the weekly restriction allowance for each 24-hour period from the commencement of restriction. If an employee is required to cease restriction prior to the end of a 24-hour period the employee will receive an hourly pro-rata amount based on the actual hours restricted.

149 An employee can only be required to be on call for a maximum of 14 days in any 28-day period.

150 If an APS level employee is on call and is recalled to duty at a place of work, the employee will be paid overtime at the applicable rate/s in clause 156, with a minimum payment of 3 hours. A minimum payment of one hour will apply if the employee is not recalled to physically attend a place of work.

151 An employee on restriction who is recalled to duty will not receive the restriction allowance for any hours worked but instead will be paid overtime at the applicable rate/s in clause 156.

152 Executive Level employees may, in certain circumstances, be eligible for payment of the Restriction Allowance, as determined by the CEO (or delegate).

153 If an Executive Level employee is recalled to work, they will receive access to TOIL or in exceptional circumstances the CEO (or delegate) may approve the payment of overtime.

Overtime

- 154 An APS level employee, including a part-time employee, who is required at the request of the CEO (or delegate) to undertake overtime will receive an overtime payment, in accordance with clause 156.
- 155 Overtime for:
- a. employees other than rostered employees is:
 - i. any hours worked in excess of their ordinary hours of work that fall outside their agreed bandwidth; or
 - ii. any hours performed on a weekend (Saturday or Sunday), subject to clause 158; or
 - iii. any hours performed on a Public Holiday.
 - b. rostered employees is:
 - i. any hours worked outside their normal rostered ordinary hours of work on a day; or
 - ii. in excess of their weekly ordinary hours of work, or an average of their weekly ordinary hours of work over a cycle of shifts.
- 156 Overtime will be paid on the following basis:
- a. Where the overtime rate payable to a rostered employee is less than the shift penalty rate that would otherwise be payable in accordance with clauses 128 to 132 for the hours worked, the higher shift penalty rate will apply for those hours;
 - b. 150% on **Monday to Friday** for each hour worked outside the agreed bandwidth and in excess of the employee's ordinary hours of work;
 - c. 150% on **Saturday** subject to clause 158;
 - d. 200% on **Sunday** subject to clause 158;
 - e. 200% on a **Public Holiday** (inclusive of the employee's base salary for the day), except for an employee whose base location for work purposes is South Australia (SA) and it is a Public Holiday solely because it is a Sunday, under the *Holidays Act 1910 (SA)*.

- 157 The minimum payment for overtime is one hour. Overtime worked in excess of one hour will be rounded up to the nearest 15 minute increment.
- 158 Clauses 155(a)(ii), 156(c) and 156(d) will not apply to an employee who has agreed to a bandwidth that includes work on a weekend as part of their ordinary hours of work.
- 159 Overtime will be recognised by overtime payments unless prior agreement has been reached between the CEO (or delegate) and the employee for time off in lieu to apply.
- 160 Executive Level employees are not eligible for overtime payments except in exceptional circumstances as determined by the CEO (or delegate).

Recall to duty

- 161 An employee will be paid 200% for the actual hours of attendance at work plus reasonable travel time, with a minimum payment of 2 hours, where they are recalled to physically attend duty at a workplace and:
- a. prior notice has not been given before the employee ceases ordinary hours of work;
 - b. the duty is to be undertaken outside the employee's ordinary hours of work;
 - c. the duty is unable to be undertaken during the employee's ordinary hours of work and is due to an emergency situation.
- 162 Clause 161 does not apply to Executive Level employees, unless the CEO (or delegate) determines that there are exceptional circumstances that would warrant payment.

Meal allowance

- 163 An employee will be paid a meal allowance at the rate applicable to the Australian Taxation Office reasonable limit for overtime meal allowance, as amended from time to time, where the CEO (or delegate) requires an employee to:
- a. work outside the bandwidth; and

- b. for a period continuous with their ordinary hours of work; and/or
- c. on weekends; and
- d. without prior notice; and
- e. over a meal period.

164 For the purposes of clause 163, a meal period means:

- a. 7:00 am – 9:00 am;
- b. 12:00 pm – 2:00 pm;
- c. 6:00 pm – 7:00 pm; and
- d. 12:00 am – 1:00 am.

Language proficiency assistance

165 Where the CEO (or delegate) determines that an employee is required to hold a proficiency in a language other than English (including or utilising deaf communication skills), as a mandatory requirement of their role, the employee will be paid an allowance of \$1,689 per annum.

Travel

166 Where the CEO (or delegate) requests an employee to undertake official travel, the CEO (or delegate) will approve payment or reimbursement of reasonable costs associated with the travel. Further information is detailed in the Travel Policy.

Relocation assistance

167 The CEO (or delegate) may provide relocation assistance to an employee required to relocate to undertake work for the DTA. Further information is detailed in the Relocation Policy.

Section 6 – Leave

Transfer of accrued leave

- 168 If an employee is engaged (including on promotion or for an agreed period) from an employer staffed under the PS Act, the *Parliamentary Service Act 1999* or from the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave credits will be transferred, or recognised, provided there is no break in continuity of service greater than 30 calendar days.
- 169 Any recognised leave excludes any accrued leave paid out on separation from the previous employer.
- 170 Use of these accrued leave credits and future entitlements is in accordance with this Agreement.

Annual leave

- 171 A full-time employee is entitled to 4 weeks' paid annual leave for each full year of service.
- 172 Annual leave:
- a. accrues daily and is credited monthly;
 - b. accrues on a pro-rata basis for part-time employees; and
 - c. counts as service for all purposes.
- 173 An employee with an accrued annual leave credit of 8 weeks or less may take some or all of their annual leave at half pay. The deduction from leave credits will be at half of the period of leave granted. A minimum of 2 consecutive working days must be taken when accessing half pay annual leave.
- 174 Employees are strongly encouraged to take a minimum of 2 weeks' annual leave per year to ensure they have an appropriate break from the workplace.

- 175 An employee with an annual leave balance of greater than 8 weeks may elect to cash out some of their annual leave providing that their remaining accrued entitlement is not less than 4 weeks.
- 176 Where an employee elects to cash out annual leave in accordance with clause 175:
- a. they must cash out a minimum of one week per occasion unless it would result in the employee's remaining accrued entitlement being less than 4 weeks;
 - b. it must be by a separate agreement in writing between the CEO (or delegate) and the employee for each occasion; and
 - c. the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- 177 An employee may only elect to cash out annual leave if they have taken at least 2 weeks' annual leave in the preceding 12 months.
- 178 Where an employee has excess annual leave credits of more than 12 weeks, the employee and their manager will seek to reach agreement on a leave management plan or on a mutually convenient time to reduce the annual leave entitlements by at least 4 weeks over the next 6 months, or as otherwise agreed by the CEO (or delegate).
- 179 An employee regularly rostered to perform ordinary duties outside of the 7:00 am to 7:00 pm bandwidth on Monday to Friday, and on at least one day on Saturday or Sunday, for an ongoing or fixed period will be considered to be a rostered employee. Rostered employees will receive one additional week of paid annual leave per year.

Personal/Carer's leave

- 180 Ongoing employees are entitled to 18 days of paid personal/carers' leave per year of service (pro-rata for part-time employees), credited in advance on the employee's date of commencement in the DTA and each year thereafter on the anniversary of the employee's date of commencement in the DTA.

- 181 An employee's personal/carer's leave in clause 180 will be adjusted on commencement in the DTA by the amount of paid personal/carer's leave credited to them in advance by their former employer that relates to a period that is now covered by their employment in the DTA, where the employee joins from an employer staffed under the PS Act, the *Parliamentary Service Act 1999* or from the ACT Government Service.
- 182 Non-ongoing employees (other than casual employees) will progressively accrue personal/carer's leave credits on the basis of one day for every completed month of service. If a non-ongoing employee continues to be employed on a non-ongoing basis after 12 months, they will be credited with an additional 6 days personal/carer's leave.
- 183 An employee may take personal/carer's leave where the employee is:
- a. not fit for work because of a personal illness or personal injury, affecting the employee; or
 - b. required to provide care or support to a member of the employee's family or household, who requires care or support because of a personal illness or personal injury affecting the member, or an unexpected emergency affecting the member.
- 184 The CEO (or delegate) may approve, on a case-by-case basis, an employee accessing personal/carer's leave for exceptional circumstances, not covered by clause 183.
- 185 If an employee takes more than 30 days leave that does not count as service within a 12 month period, the date of the next personal/carer's leave credit will be deferred by that number of days.
- 186 Unless the CEO (or delegate) determines otherwise, an employee will provide a medical certificate or, where it is not practical to provide a medical certificate, a statutory declaration or other supporting evidence acceptable to the CEO (or delegate) in the following circumstances:
- a. where the employee is or will be absent on personal/carer's leave for 3 or more consecutive working days; or

- b. for any absence taken in excess of 5 days (pro-rata for part-time employees) paid personal/carer's leave without supporting evidence per calendar year; or
- c. if the employee has been advised by the CEO (or delegate) that they are required to provide evidence for any and all future personal/carer's leave absences due to the employee's pattern of leave; or
- d. if the CEO (or delegate) has reason to believe that the employee's absence is not consistent with the appropriate use of personal/carer's leave.

187 Employees (including casual employees) are entitled to 2 days unpaid carer's leave per permissible occasion in accordance with section 102 of the FW Act.

188 An employee cannot take unpaid carer's leave if the employee could instead take paid personal/carer's leave.

Compassionate leave

189 An employee (other than a casual employee) is entitled to 3 days paid compassionate leave for each permissible occasion:

- a. when a member of the employee's family or household contracts or develops a personal illness or personal injury that poses a serious threat to their life; or
- b. the death of a member of the employee's family or household; or
- c. a child is stillborn, where the child would have been a member of the employee's family or household if the child had been born alive; or
- d. the employee, or the employee's spouse or de facto partner, has a miscarriage.

190 Casual employees are entitled to 3 days of unpaid compassionate leave for each permissible occasion:

- a. when a member of the employee's family or household contracts or develops a personal illness or personal injury that poses a serious threat to their life;

- b. of the death of a member of the employee's family or household; or
- c. a child is stillborn, where the child would have been a member of the employee's family or household if the child had been born alive; or
- d. the employee, or the employee's spouse or de facto partner, has a miscarriage.

Cultural leave

- 191 Employees may be granted up to 10 days unpaid cultural leave in each 2 year period for cultural purposes.
- 192 The CEO (or delegate) may grant Aboriginal and/or Torres Strait Islander employees up to 2 days of the leave referred to in clause 191 as paid leave for:
- a. the death of a family member;
 - b. leave required under Aboriginal and/or Torres Strait Islander laws; or
 - c. the purposes of participating in NAIDOC week activities.

Long service leave

- 193 Employees, including casual employees, are entitled to long service leave in accordance with the LSL Act.
- 194 The CEO (or delegate) will consider applications for long service leave with respect to operational requirements.
- 195 The CEO (or delegate) may approve an employee to access a period of long service leave at half pay.
- 196 The minimum period of absence for which long service leave will be granted is 7 calendar days at full pay or 14 calendar days at half pay.
- 197 Long service leave is not to be broken by other forms of leave, unless determined by legislation.

Defence Reserve leave

- 198 The CEO (or delegate) will grant an employee leave, with or without pay, to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 199 An employee is entitled to Defence Reserve leave with pay, for up to 4 weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- 200 During the employee's first year of ADF Reserve service, a further 2 weeks' paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
- 201 With the exception of the additional 2 weeks in the first year of service, leave can be accumulated and taken over a period of 2 years, to enable the employee to undertake training as a member of the ADF Reserve.
- 202 Employees are not required to pay their tax free ADF Reserve salary to the DTA in any circumstances.
- 203 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.

Purchased leave

- 204 Employees may apply to purchase up to 8 weeks' additional annual leave per financial year. This is known as purchased leave. Further information is detailed in the Leave Policy.

Miscellaneous leave

- 205 The CEO (or delegate) may approve miscellaneous leave with full pay, part pay or without pay for a purpose that the CEO (or delegate) considers to be in the interest of the DTA or the APS or where the employee is not otherwise entitled to leave under the NES or this Agreement.

- 206 Unless otherwise determined by the CEO (or delegate) a period of miscellaneous leave without pay of greater than 30 days will not count as service for any purpose, unless otherwise required by legislation.
- 207 Applications for miscellaneous leave are considered subject to operational requirements and on a case-by-case basis. Appropriate supporting evidence relevant to the request may be requested by the CEO (or delegate).
- 208 Unless the CEO (or delegate) determines otherwise, miscellaneous leave without pay will not be granted until all forms of appropriate paid leave are exhausted (i.e. miscellaneous leave will only be approved where another form of leave is not available).

Community service leave

- 209 An employee who engages in eligible community service activity is entitled to be absent from the workplace in accordance with sections 108 and 109 of the FW Act, if the period of absence consists of one or more of the following:
- a. engagement in the activity;
 - b. reasonable travelling time associated with the activity; and
 - c. reasonable rest time immediately following the activity.
- 210 Community service leave includes leave to undertake jury service or a voluntary emergency management activity.
- 211 The CEO (or delegate) may grant this leave with pay or without pay. Paid and unpaid community service leave counts as service for all purposes.
- 212 An employee undertaking community service leave to undertake jury service is entitled to be paid for any period of jury service. In the event that the employee receives any amount for the period of jury service, the employee will be required to pay that amount to the DTA, with the exception of an amount that is, or that is in the nature of, reimbursement for expenses.

Paid maternity and parental leave

- 213 Employees are entitled to maternity leave and/or parental leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act) and the FW Act.
- 214 An employee who is entitled to paid maternity leave under the ML Act is entitled to access an additional 6 weeks' paid leave under this Agreement. These 6 weeks will count as service for all purposes.
- 215 An employee may elect to have the payment for the leave specified in clauses 213 and 214 spread over a maximum of 36 weeks at no less than half pay. A maximum of 18 weeks of the leave will count as service.
- 216 Employees with regular and systematic service of at least 12 months, are also covered by the parental leave provisions in accordance with section 67 of the FW Act. This includes casual employees with a reasonable expectation of continuing work with the DTA on a regular or systematic basis had it not been for the birth of the child.
- 217 For the purpose of parental leave, an employee with at least 12 months continuous service (continuous service has the same meaning as required to access paid leave under the ML Act), and who adopts or permanently fosters a child and is the primary caregiver of the child, is entitled to up to 18 weeks' of paid leave, commencing from the day of the placement of the child, when that child:
- a. is under 16 years;
 - b. has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
 - c. is not (otherwise than because of the adoption) a child of the employee or the employee's partner.
- 218 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or permanent foster carer purposes.

219 An employee may elect to have the payment for parental leave under clause 217 spread over a maximum of 36 weeks commencing from the placement of the child at no less than half pay. A maximum of 18 weeks of the leave will count as service.

Unpaid maternity and parental leave

220 Unpaid maternity leave or parental leave taken in the first 12 weeks of the leave period counts as service and taking this leave does not break continuity of service.

221 Unpaid maternity leave or parental leave taken after the first 12 weeks of the leave period does not count as service for any purpose, unless otherwise required by legislation.

222 Any days of unpaid maternity leave and parental leave that fall on a Public Holiday or during Christmas close down are included as part of the employee's leave entitlement and the employee's leave entitlement will not be extended.

223 On ending the initial 52 weeks of maternity leave or parental leave, an employee may request an extension of unpaid parental leave for a further period of up to 12 months. The second period of unpaid leave is to commence immediately following the initial 52 weeks of leave.

224 An employee whose child is stillborn and would otherwise have been entitled to unpaid parental leave that is birth-related leave had the child been born alive, is entitled to access up to 12 months unpaid parental leave.

225 An employee whose child is required to remain in hospital following birth, or is hospitalised immediately after birth may, by agreement with the CEO (or delegate), pause their unpaid parental leave and return to work during the period that the child is hospitalised. The employee can then resume their unpaid parental leave once their child is discharged from hospital.

226 Employees entitled to unpaid parental leave under the FW Act may take up to 30 days of their 12-month unpaid parental leave period on a flexible basis. This leave is known as flexible unpaid parental leave. The flexible

leave needs to be taken within 24 months of the birth or day of placement of the child, and can be taken in a period, or periods, of a day or more.

Return to work after maternity and parental leave

- 227 On ending maternity leave or parental leave, an employee has the return to work guarantee and will be granted flexible working arrangements that are provided in this Agreement and in accordance with section 65 of the FW Act.
- 228 If a child is stillborn, or dies within 24 months after the date of the child's birth, an employee who is entitled to unpaid parental leave may:
- a. if the period of leave has not yet commenced and the employee wishes to cancel the unpaid parental leave, give the CEO (or delegate) written notice cancelling that leave; or
 - b. if the period of leave has commenced and the employee wishes to return to work, give the CEO (or delegate) written notice that the employee wishes to return to work.
- 229 An employee who gives notice that they wish to return to work pursuant to clause 228(b) must specify the date on which they wish to return to work. The date must be at least 4 weeks after the date the CEO (or delegate) receives the notice.

Supporting partner leave

- 230 An employee, other than a casual employee, with at least 12 months continuous service (continuous service has the same meaning as required to access paid leave under the ML Act), and who is not otherwise entitled to maternity leave or parental leave under the ML Act or this Agreement, is entitled to up to 4 weeks' paid supporting partner leave where they are not the primary caregiver to a dependent child and:
- a. the employee or the employee's partner is the parent of a newly born child;
 - b. the employee or the employee's partner is the adoptive parent of a newly-adopted child under 16 years at the date of placement; or

- c. enters into a long-term formal fostering arrangement to be the primary caregiver of a foster child who is or will be under 16 years at the date of placement.

231 Supporting partner leave must be taken as whole days and within the first 12 months immediately following the birth or placement of the dependent child. This leave will not be extended if a Public Holiday or Christmas close down falls during the period of leave.

232 An employee, other than a casual employee, with 12 months continuous service in the APS who has, or will have, a responsibility for the care of a dependent child following a period of supporting partner leave is entitled to a maximum of 12 months unpaid leave (not to count as service) from the date of birth or placement of the dependent child. The maximum period of 12 months is inclusive of any leave taken under clause 230.

Family and domestic violence support

233 An employee affected by family and domestic violence may be granted personal/carer's leave under clause 183, for the following circumstances:

- a. for illness or injury affecting the employee resulting from domestic or family violence;
- b. to provide care or support to a family or household member who is ill or injured as a result of domestic or family violence; and
- c. to provide care or support to a family or household member who is affected by an unexpected emergency as a result of domestic or family violence.

234 Notwithstanding clause 233, an employee may access up to 5 days unpaid leave each year in accordance with the NES for family and domestic violence support.

235 Where an employee affected by family and domestic violence requires leave for purposes not covered by clause 233, the CEO (or delegate) may grant alternative leave types (including paid miscellaneous leave). Reasons why leave may be granted include, but are not limited to:

- a. attending medical or counselling appointments;
- b. moving into emergency accommodation and seeking more permanent safe housing;
- c. attending court hearings;
- d. attending police appointments;
- e. accessing legal advice;
- f. organising alternative care or educational arrangements for their children; and
- g. reasonable recovery periods.

236 Further information is in the Leave Policy and Domestic and Family Violence Support Policy.

Section 7 – Workforce management

Probation

237 A newly engaged APS employee will be required to undertake a probationary period from the date of engagement in the DTA. Standard probation will be 6 months but may be extended by the CEO (or delegate) up to a maximum of 12 months.

Resignation by employee

238 An employee may resign from the DTA at any time by giving a minimum of 10 working days' notice in writing to the CEO (or delegate), except where a lesser period is agreed with the CEO (or delegate).

239 All resignations will be deemed to take effect at the close of business on the day the employee's notice states will be their last day of work (resignation date). Where an employee's notice states that their last day of work would be a Public Holiday, the resignation will be deemed to take effect from close of business on the working day immediately prior to the Public Holiday.

Termination of employment

240 The CEO (or delegate) may terminate the employment of an employee for serious misconduct, without notice or payment in lieu of notice of termination of employment.

Final monies on cessation of employment

241 Prior to ceasing employment in the DTA, employees will be advised of any outstanding monies owed by them to the DTA.

242 Where an employee has any outstanding monies owed to the DTA or an overpayment of an amount of salary or other benefits, the outstanding monies or overpayment will be recovered from the employee's final entitlements in accordance with the section 324 of the FW Act and the DTA's Accountable Authority Instructions.

Management of excess employees

243 Clauses 244 to 283 will apply to any employee who is excess to the requirements of the DTA, other than non-ongoing employees or an employee on probation.

Meaning of 'excess'

244 An employee is considered excess if the CEO (or delegate) determines:

- a. the employee is included in a class of employees employed in the DTA, and there are more employees in the class than is necessary for the efficient and economical working of the DTA;
- b. the services of the employee cannot be effectively used because of technological or other changes in the work methods, or changes in the nature, extent or organisation of the functions of the DTA; or
- c. the duties usually performed by the employee are to be performed by the employee at a different locality, and the employee is not willing to perform duties at that locality.

Workplace support for excess employees

245 An employee may request assistance in meeting the cost of reasonable travel and incidental expenses, incurred in seeking alternative employment, where the prospective employer does not meet these costs.

Discussion process

246 Where the CEO (or delegate) determines that an employee is potentially excess, the CEO (or delegate) will notify the employee, in writing as soon as practicable, that the employee is potentially excess and the reasons why they are potentially excess.

247 Within 30 calendar days of the notification in clause 246, the CEO (or delegate) will hold discussions with the employee, and the employee's nominated representative (if applicable), to consider:

- a. any measures that could be taken to remove or reduce the likelihood of an employee becoming excess;
- b. whether voluntary retrenchment, redeployment or re-assignment of duties may be appropriate; and
- c. an offer of voluntary redundancy.

Invitation to other employees to express interest in an offer of voluntary redundancy

248 The CEO (or delegate) may, prior to the conclusion of the discussions in clause 247, invite other employees who are not potentially excess to express an interest in an offer of voluntary redundancy, where this would permit the redeployment of a potentially excess employee/s.

Retrenchment, redeployment and re-assignment of duties

249 Where a potentially excess employee has advised the CEO (or delegate) that they wish to be considered for voluntary retrenchment, redeployment or re-assignment of duties in clause 247(b), a 2-month period to seek suitable alternative duties will commence the day after conclusion of the discussion in clause 247, or earlier as agreed in writing between the CEO (or delegate) and the employee.

250 The CEO (or delegate) will take all reasonable steps to re-assign a potentially excess employee to alternative suitable employment at the same classification level, within the DTA, or to assist in the movement of the employee to another APS agency.

251 The DTA will consider a potentially excess employee in isolation from other applicants for an ongoing position in the DTA at or below the employee's classification level for which the employee has applied.

252 If necessary, potentially excess employees seeking redeployment may be referred to any available whole of APS redeployment program, if redeployment is not available within the DTA. The DTA will meet any costs associated with this referral.

253 An employee who is potentially excess will be given the opportunity to decline retrenchment, redeployment and re-assignment of duties in clause 247(b). Where the employee declines, the CEO (or delegate) may determine the employee as excess.

Determination of excess

254 The CEO (or delegate) may determine an employee as excess 30 calendar days after the employee is notified that they are potentially excess in clause 246, or earlier if agreed to in writing between the employee and the CEO (or delegate).

255 Where an employee has been notified that they are potentially excess under clause 246 and the employee and their nominated representative (if applicable) has declined, in writing, to participate in the discussions referred to in clause 247, the CEO (or delegate) may determine the employee as excess.

256 If the potentially excess employee has not been successfully redeployed to an ongoing position by the end of the 2-month period in clause 249, the CEO (or delegate) may determine the employee as excess.

Voluntary redundancy

Consideration period

257 Where a determination is made in accordance with clauses 254 to 256, an employee will be made only one offer of voluntary redundancy for any single redundancy situation and will be given 30 calendar days to consider the offer commencing on the day after the offer is made.

Offer of voluntary redundancy

258 Where an employee is made an offer of voluntary redundancy, or has been notified in writing that they are potentially excess, they will be given information on:

- a. when the CEO (or delegate) proposes to terminate the employee's employment under section 29 of the PS Act
- b. the amounts payable as severance pay and the indicative value of the balance of any accrued annual leave and long service leave in accordance with the LSL Act;
- c. information about superannuation entitlements (including amounts of accumulated superannuation contributions where available);
- d. the likely taxation rules applying to the various payments;
- e. the length of notice the employee is entitled to;
- f. the availability of financial assistance of up to \$500 plus GST, on a reimbursement basis for obtaining independent financial advice; and
- g. the availability of career advisory services.

Notice of termination of employment

- 259 Where an employee accepts of an offer of voluntary redundancy, the CEO (or delegate) may determine that the employee is excess and issue the employee with a notice of termination of employment under section 29 of the PS Act. Termination of employment due to redundancy will not take effect before the end of the consideration period unless agreed in writing by the employee.
- 260 The employee will be provided with 4 weeks' notice or 5 weeks for an employee over 45 years of age with at least 5 years of continuous service, prior to the termination of their employment. The notice period will commence on the day after the employee is issued with a notice of termination under section 29 of the PS Act.
- 261 Where an employee and the CEO (or delegate) agrees, in writing, to an earlier termination date within the notice period, the employee's employment will be terminated under section 29 of the PS Act on that date. The employee will receive payment in lieu of any unserved portion of the notice period based on:

- a. the employee's current ordinary hours of work;
- b. the amounts payable to the employee in respect of those hours, e.g. allowances; and
- c. any other payments under the employee's contract of employment except for accruals that would have occurred had the person remained as an employee during the relevant notice period.

Severance benefit – recognition of service

262 An employee who accepts an offer of voluntary redundancy and whose employment is terminated under section 29 of the PS Act on the ground that they are excess to the requirements of the DTA, will be entitled to the following severance benefit, subject to any minimum amount the employee is entitled to under the NES:

- a. 2 weeks' salary for each completed year of continuous service; and
- b. a pro-rata payment for completed months of continuous service since the last completed year of service.

263 Clause 262 is subject to the condition that the minimum amount of severance pay must be an amount equal to 4 weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.

264 Severance payments involving part-time employees will be calculated on a pro-rata basis for any period where they have worked part-time hours during their period of service and where they have less than the equivalent of 24 years full-time service.

265 Service for severance pay purposes will be:

- a. service in the DTA;
- b. Government service as defined in section 10 of the LSL Act;
- c. service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
- d. service with the Australian Defence Force;

- e. service in another organisation (excluding the ACT public service) where:
 - i. an employee was moved from the APS to that organisation with a transfer of function; or
 - ii. an employee of that organisation is engaged in the APS as a result of the transfer of function to the APS and such service is recognised for long service leave purposes;
- f. ACT Public Service for persons who were compulsorily transferred to the ACT Public Service on its establishment as a separate Service on 1 July 1994 and who subsequently rejoined the APS.

266 For earlier periods of service to count there must be no breaks between the periods of service, except where the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer.

267 Service that does not count for severance pay purposes is any period of service which ceased:

- a. termination under section 29 of the PS Act (including an additional ground prescribed in the *Public Service Regulations 1999*);
- b. on a ground equivalent to any of these grounds;
- c. through a 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 retirement benefit.

Severance benefit – rate of payment

268 Salary for severance purposes will include:

- a. the employee's substantive salary adjusted on a pro-rata basis for periods of part-time service;

- b. higher duties allowance for performance of duties at a higher classification level where the employee has been performing duties and continues to perform duties at the higher classification level for a continuous period of at least 12 months immediately prior to the date on which the employee was given notice of termination of employment; and
- c. other allowances in the nature of salary which have been paid to the employee on a regular basis and have continued to be paid during periods of annual leave, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty. Inclusion of allowances for severance is subject to Appendix D.

Retention period

- 269 Where an employee has declined an offer of voluntary redundancy, and the CEO (or delegate) determines that the employee is excess, the employee will commence a retention period on the earlier of the following:
- a. the day the employee is formally advised in writing by the CEO (or delegate) that they are excess; or
 - b. 30 days after the day on which the employee is offered a voluntary redundancy.
- 270 The retention period is:
- a. 13 months where an employee has 20 years of service or is over 45 years of age; or
 - b. 7 months for all other employees.
- 271 If an employee is entitled to a redundancy payment in accordance with section 119 of the FW Act the retention period in clause 270 is reduced by the number of weeks redundancy pay that the employee will be entitled to under the FW Act on termination of employment.

- 272 Subject to clause 277, an employee will not have their employment terminated by the CEO (or delegate) under section 29 of the PS Act until the end of the retention period less any period referred to under clause 271.
- 273 The retention period in clause 270 may be extended by any periods of paid personal/carer's leave not exceeding 8 weeks, which is supported by medical evidence.
- 274 Where an absence for illness purposes exceeds 8 weeks the CEO (or delegate) may determine, on a case by case basis, if the retention period should be further extended.
- 275 During the retention period, the CEO (or delegate):
- a. will continue to take reasonable steps to find alternative suitable employment for the employee; and/or
 - b. may, following consultation with the employee and with 4 weeks' notice, reduce the employee's classification as a means of securing alternative employment.
- 276 If an employee's classification is reduced during the retention period, the employee will continue to be paid at their previous substantive salary, immediately prior to the reduction in classification, for the balance of the retention period.
- 277 Where the CEO (or delegate) believes there is insufficient productive work available for the employee during the retention period, the CEO (or delegate) may terminate the employee's employment under section 29 of the PS Act on the ground that they are excess to requirements and pay the balance of the retention period as a lump sum amount. The lump sum payment will be taken to include payment in lieu of notice of termination of employment.
- 278 Upon termination of employment pursuant to clause 277, the employee will be paid a lump sum comprising:

- a. the balance of the retention period, as shortened under clause 271, and this payment will be taken to include the payment in lieu of notice of termination of employment; and
- b. any redundancy payment to which the employee is entitled pursuant to section 119 of the FW Act.

Involuntary redundancy

279 At the end of the retention period, the CEO (or delegate) may under section 29 of the PS Act, terminate the employment of an employee who has not agreed to voluntary retrenchment and has not been permanently redeployed to an ongoing position.

280 An employee will not be made involuntarily redundant where:

- a. the employee has not been invited to accept an offer of voluntary redundancy; or
- b. the employee has requested an offer of voluntary redundancy, but the CEO (or delegate) has declined to provide an offer of voluntary redundancy.

281 An employee will not have their employment terminated without being given 4 weeks' notice of termination of employment or 5 weeks' notice for an employee over 45 years of age with at least 5 years continuous service, or payment in lieu of notice.

282 A period of notice may run concurrently with the retention period.

283 An employee may consent to an involuntary redundancy during the retention period. Payment for the balance of any outstanding retention period is not available to an employee who resigns or consents to an involuntary redundancy during the retention period.

Appendix A – Base Salary Structure

Classification	Pay point	Pre-commencement rates	Pay adjustments over the life of this Agreement
EL 2	EL 2.5	\$150,517	<p>Clause 97 provides pay adjustments at the commencement, 12 months from commencement, and 24 months from commencement of this Agreement.</p> <p>The amount of the pay adjustment is set out in clause 96 and is a percentage equivalent to the Wage Price Index for the Private Sector as advised by the Australian Public Service Commission for the period immediately before the scheduled adjustment in clause 97</p> <p>Updated salary rates will be published on www.dta.gov.au</p>
	EL 2.4	\$147,358	
	EL 2.3	\$142,857	
	EL 2.2	\$133,507	
	EL 2.1	\$126,977	
EL 1	EL 1.3	\$121,334	
	EL 1.2	\$117,670	
	EL 1.1	\$109,454	
APS 6	APS 6.5	\$99,306	
	APS 6.4	\$94,739	
	APS 6.3	\$92,249	
	APS 6.2	\$88,809	
	APS 6.1	\$84,555	
APS 5	APS 5.4	\$83,557	
	APS 5.3	\$80,971	
	APS 5.2	\$78,841	
	APS 5.1	\$76,681	
APS 4	APS 4.4	\$74,335	
	APS 4.3	\$72,380	
	APS 4.2	\$70,569	
	APS 4.1	\$68,780	
APS 3	APS 3.4	\$66,297	
	APS 3.3	\$64,552	
	APS 3.2	\$62,924	
	APS 3.1	\$61,364	
APS 2	APS 2.5	\$59,805	
	APS 2.4	\$58,230	
	APS 2.3	\$56,813	
	APS 2.2	\$55,374	
	APS 2.1	\$53,956	
APS 1	APS 1.4	\$52,666	
	APS 1.3	\$51,281	
	APS 1.2	\$49,255	
	APS 1.1	\$47,959	

Appendix B – Entry Level Base Salary Structure

	Classification	Pay point	Pre-commencement rates	Pay adjustments over the life of this Agreement
Graduate Broadband	APS 4	APS 4.4	\$74,335	<p>Clause 97 provides pay adjustments at the commencement, 12 months from commencement, and 24 months from commencement of this Agreement.</p> <p>The amount of the pay adjustment is set out in clause 96 and is a percentage equivalent to the Wage Price Index for the Private Sector as advised by the Australian Public Service Commission for the period immediately before the scheduled adjustment in clause 97</p> <p>Updated salary rates will be published on www.dta.gov.au</p>
		APS 4.3	\$72,380	
		APS 4.2	\$70,569	
		APS 4.1	\$68,780	
	APS 3	APS 3.4	\$66,297	
		APS 3.3	\$64,552	
		APS 3.2	\$62,924	
		APS 3.1	\$61,364	
Training Broadband	APS 3	APS 3.4	\$66,297	
		APS 3.3	\$64,552	
		APS 3.2	\$62,924	
		APS 3.1	\$61,364	
	APS 2	APS 2.5	\$59,805	
		APS 2.4	\$58,230	
		APS 2.3	\$56,813	
		APS 2.2	\$55,374	
APS 1	APS 2.1	\$53,956		
	APS 1.4	\$52,666		
	APS 1.3	\$51,281		
	APS 1.2	\$49,255		
		APS 1.1	\$47,959	

Appendix C – Supported wage schedule

1. Employees with disability are eligible for a supported wage under the Commonwealth Government's Supported Wage System (SWS), which promotes employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from www.jobaccess.gov.au.

Eligibility criteria

2. Eligible employees are those who are unable to perform the range of duties to the competence level required within the classification for which the employee is engaged, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
3. This schedule does not apply to any existing employee who has a claim against the DTA 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

4. Employees to whom this schedule applies will be paid the applicable percentage of the relevant base salary according to the following schedule that the minimum amount payable is not less than the minimum weekly amount as prescribed by the FWC from time to time.
5. Supported wage rates will be paid at a percentage of base salary that is equal to the rate of assessed capacity (e.g. 10% assessed capacity = 10% of base salary).
6. Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

Assessment of capacity

7. For the purpose of establishing the percentage of the relevant base salary, the productive capacity of the employee will be assessed by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

8. All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record as required by legislation.

Lodgement of SWS wage assessment agreement

9. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant base salary to be paid to the employee, must be lodged by the DTA with the FWC.
10. 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 this Agreement is not a party to the assessment, the assessment will be referred by the FWC to the union by certified mail and the agreement will take effect unless an objection is notified to the FWC within 10 working days.

Review of assessment

11. The assessment of the applicable percentage should be subject to annual or more frequent reviews 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 SWS.

Other terms and conditions of employment

12. Where an assessment has been made, the applicable percentage will apply to the relevant base salary only. Employees covered by a SWS wage assessment will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro-rata basis.

Workplace adjustment

13. 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 re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial period

14. In order for an adequate assessment of the employee's capacity to be made, the DTA 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 4 weeks) may be needed.
15. 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.
16. The minimum amount payable to the employee during the trial period must be no less than the weekly amount as prescribed by FWC from time to time.
17. Work trials should include induction or training as appropriate to the job being trialled.
18. Where the DTA and the 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 the assessment under this schedule.

Appendix D – Recognition of allowance for particular purposes

	Corporate citizen Allowance ^	DTA Liaison Officer Allowance	Language Proficiency Allowance ^	Higher duties allowance	Restriction allowance
Counts as salary for superannuation ~	Yes	Yes	Yes	Yes	No
Counts as salary for overtime	No	No	No	Yes	No
Payable during long service leave	Yes	Yes	Yes	Yes	No
Payable during annual leave	Yes	Yes	Yes	Yes	No
Payable during other paid leave	Yes	Yes	Yes	Yes	No
Reduced during periods of part-time employment	Yes	Yes	Yes	Yes	No
Included in salary for calculation of redundancy payment *	No	Yes	No	Yes	No
Included in salary for payment in lieu of termination notice *	Yes	Yes	Yes	Yes	No
Included in salary for payment in lieu of annual leave *	No	Yes	No	Yes	No
Included in salary for payment in lieu of long service leave *	Yes	Yes	Yes	Yes~	No

* *Employee must be in receipt of the relevant allowance on the last day of service for it to count towards these purposes*

~ *Employee must have been in receipt of the relevant allowance for a minimum period of 12 months for the allowance to count for this purpose*

^ *Allowance is only payable during periods of leave up to 4 weeks. Allowance will cease for periods in excess of 4 weeks.*

Appendix E – Definitions

ACT Public Service means the public service of the Australian Capital Territory

Agency means the Digital Transformation Agency (unless otherwise specified)

Agreement means the Digital Transformation Agency Enterprise Agreement 2022-2025

APS means the Australian Public Service and has the same meaning as defined in the *Public Service Act 1999*

APS employee has the same meaning as the *Public Service Act 1999*

APS level employee means an employee who engaged at or below the APS 6 classification level

Bandwidth means the default span of hours during which an employee may work their ordinary hours of work (7.00 am to 7.00 pm Monday to Friday, except on a Public Holiday or otherwise agreed)

Base location for work purposes means the DTA office location to which an employee's role is attached. The base location for work purposes for all employees will be a DTA office location

Base salary means the rate of pay payable to the employee for their ordinary hours of work, but not including any of the following:

- a. incentive-based payments and bonuses;
- b. loadings;
- c. monetary allowances;
- d. overtime or penalty rates; and
- e. any other separately identifiable amounts

Cadet means an employee allocated the classification of Cadet APS in accordance with the *Public Service Classification Rules 2000*. Cadets undertake a Cadetship with the DTA involving a combination of full-time study and work placement throughout the duration of their studies

Casual employee/s means a person who commences employment with the DTA as a result of acceptance of an offer of employment in accordance with section 22(2)(c) of the *Public Service Act 1999* and section 15A(1) of the *Fair Work Act 2009*. The casual employee will remain a casual employee of the DTA until conditions in section 15A(5) of the *Fair Work Act 2009* are met

CEO means the Chief Executive Officer of the DTA

De facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (regardless of gender) and includes a former de facto partner of the employee

Delegate means an employee occupying a role to which the CEO has delegated their powers and functions under relevant employment legislation or this Agreement. Delegations are set out in the DTA People Delegations

Dependant means:

- a. an employee's spouse; or
- b. an employee's partner who stands in a bona fide domestic relationship with the employee; or
- c. a child or parent of the employee, or of the spouse/partner of the employee being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee;
- d. where referring to 'dependant' or 'dependent'

DTA means the Digital Transformation Agency

Employee means an employee of the DTA covered by this Agreement (whether Full-time or Part-time) and includes non-ongoing and casual employees

Executive Level employee means an employee who engaged at either the Executive Level 1 or Executive Level 2 classification.

Family means:

- a. a spouse (including a former spouse) or de facto partner of the employee
- b. a child (including an adopted child, stepchild, foster child or an ex-nuptial child) of the employee's spouse or de facto partner
- c. parent, grandparent, grandchild or sibling of the employee of the employee
- d. a member of the employee's household
- e. traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs, or
- f. where the CEO (or delegate) is satisfied that there is a strong familial affinity with the employee.

Fair Work Act (FW Act) means the *Fair Work Act 2009*.

First aid means the immediate treatment or care given to a person suffering from an injury or illness until more advanced care is provided or the person recovers

First Aid Officer means a person who has successfully completed a nationally accredited training course or an equivalent level of training that has given them the competencies required to administer first aid

Foster care means an arrangement whereby an employee, as primary carer, assumes long-term responsibility for a child:

- a. arising from the placement of the child by a `fostering' arrangement or parentage order by a person/organisation with statutory responsibility for the placement of the child
- b. where the child is, or will be, under 16 years of age as at the day of placement, or the expected day of placement, of the child
- c. where the placement of the child:
 - i. is for a period longer than 6 months; and
 - ii. in circumstances where it is not expected that the child will return to their family, and
- d. the child is not (otherwise than because of the fostering) a child of the employee or the employee's spouse or de facto partner.

The 'placement' of a child, means the earlier of the following days:

- a. the day on which the employee first takes long term care of the child; or
- b. the day on which the employee starts any travel that is reasonably necessary to take custody of the child

Foster child means a child for whom the employee has assumed primary responsibility for the long term care of the child who is, or will be, under 16 years of age and the child is not (otherwise than because of fostering) a child of the employee or the employee's spouse or de facto partner

Full-time employee means an employee whose ordinary hours of work are 37 hours and 30 minutes each week

Fair Work Commission (FWC) means the Fair Work Commission (or Fair Work Australia however described), as established by the *Fair Work Act 2009*

Graduate means an employee allocated the classification of Graduate APS in accordance with the *Public Service Classification Rules 2000*. Graduates undertake a structured program of training and work placements

Health and Safety Representative means an employee who is elected to represent the health and safety interests of their work group and has the same meaning as defined in the *Work Health and Safety Act 2011* (Cth) or subsequent legislation

Long Service Leave Act (LSL Act) means the *Long Service Leave (Commonwealth Employees) Act 1976*

Manager means an employee who has operational and/or supervisory responsibility for another employee or a team of employees

Maternity Leave Act (ML Act) means the *Maternity Leave (Commonwealth Employees) Act 1973*

Miscarriage means the spontaneous loss of the embryo or fetus before 20 weeks' gestation

National Employment Standards (NES) means the minimum employment standards that must be provided to all employees in Australia as set out in Part 2-2 of the *Fair Work Act 2009*

Non-ongoing employee means an employee engaged for a specified term of for the duration of a specified task consistent with section 22(2)(b) of the *Public Service Act 1999*

Ongoing employee means an employee engaged as an ongoing employee consistent with section 22(2)(a) of the *Public Service Act 1999*

Ordinary hours of work means those hours and time, within the agreed bandwidth, that the employee works on a regular basis, as agreed by the employee's manager

Parliamentary Service means the Australian Parliamentary Service

Parliamentary Service Act means the *Parliamentary Services Act 1999*

Part-time employee means an employee whose ordinary hours or work are less than 37 hours and 30 hours each week and includes employees who enter into a job-share arrangement

PS Act means *Public Service Act 1999*

Resignation means providing a notice in writing to the CEO (or delegate) of the employee's decision to voluntarily resign from their employment in the DTA as well as the Australian Public Service

Rostered employee means an employee regularly rostered to perform ordinary duties outside of the 7:00 am to 7:00 pm bandwidth on Monday to Friday, and on at least one day on Saturday or Sunday, for an ongoing or fixed period will be considered to be a rostered employee

Salary means the employee's annual rate of pay set in accordance with Appendix A or B of this Agreement or an individual's rate of pay in accordance with clause xx of this Agreement

SES means a Senior Executive Service employee under section 34 of the *Public Service Act 1999*

Settlement period means the relevant 75 hour pay period fortnight within 28 calendar days.

Standard day means 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm Monday to Friday, except where a Public Holiday occurs

Substantive classification means an employee's permanent or ongoing classification level

Substantive salary means the salary that an employee is entitled to at their substantive classification. Substantive salary excludes allowances and higher salary while temporarily allocated duties at a higher classification

Training broadband means the group of duties allocated to one or more Training classifications. i.e. APS1-4 as reflected in Appendix B – Training Broadband

Training classification means the classifications listed in Schedule 2 of the *Public Service Classification Rules 2000*

Trainee means an employee allocated the classification of Trainee APS (Administrative) in accordance with the *Public Service Classification Rules 2000*. Trainees undertake a training program for a period of 12 months which combines time at work with training, and can be full-time, part-time or school-based

Wage Price Index (WPI) for the Private Sector means the applicable Wage Price Index – Private Sector percentage adjustment under the Public Sector Workplace Relations Policy 2020

The Australian Public Service Commission publishes advice each year on the applicable WPI (Private) figure that is released by the Australian Bureau of Statistics, applying to remuneration adjustments payable from 1 September to 31 August the following year

Warden means an employee appointed to control the emergency procedures for their floor, generally as directed by the Chief Warden (however described)

Work level standards (WLS) means the work of a particular employment group and the various work levels (classifications) within that group



Commissioner Simpson
Fair Work Commission
via email: Chambers.Simpson.C@fwc.gov.au

Dear Commissioner Simpson

AG2021/9261 – Application for approval of the *Digital Transformation Agency Enterprise Agreement 2022-2025*

Written undertaking under section 190 of the *Fair Work Act 2009* (Cth)

I, George-Philip de Wet, Head of Corporate, on behalf of the Commonwealth of Australia represented by the Digital Transformation Agency, give the following undertaking with respect to the *Digital Transformation Agency Enterprise Agreement 2022-2025* (**the Agreement**):

1. I have the authority given to me by the Chief Executive Officer of the Digital Transformation Agency to provide this undertaking in relation to the application before the Fair Work Commission.
2. Further to clause 7 of the Agreement, the Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. Where an employee is a "Rostered employee" as defined in Appendix E to the Agreement, or otherwise works ordinary hours on a Saturday or Sunday, the Digital Transformation Agency will:
 - a. conduct a reconciliation at the end of each 3 month period in which the employee works ordinary hours outside the bandwidth to determine the difference between the amount the relevant employee would have been paid under the *Australian Public Service Enterprise Award 2015* (**APS Award**) as compared with the amount the employee has been paid under the Agreement; and
 - b. if, during the 3 month period, there is any shortfall between the amount that has been paid to the employee under the Agreement and the amount that would have been paid to the employee under the APS Award, pay the employee the amount of that shortfall plus \$5.00.

George-Philip de Wet
Head of Corporate
7 February 2022



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Digital Transformation Agency T/A Digital Transformation Agency (DTA)
(AG2021/9261)

DIGITAL TRANSFORMATION AGENCY ENTERPRISE AGREEMENT 2022-2025

Commonwealth employment

COMMISSIONER SIMPSON

BRISBANE, 14 FEBRUARY 2022

Application for approval of the Digital Transformation Agency Enterprise Agreement 2022-2025

[1] An application has been made for approval of an enterprise agreement known as the *Digital Transformation Agency Enterprise Agreement 2022-2025* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Digital Transformation Agency T/A Digital Transformation Agency (DTA) (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[4] Noting the undertakings provided, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Community and Public Sector Union (**CPSU**) lodged a Form F18 statutory declaration supporting approval of the Agreement and giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the CPSU.

[6] The Agreement is approved and will operate in accordance with s.54 of the Act.



COMMISSIONER

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<AE514941 PR738298>