



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Trade and Investment Commission (Austrade)
(AG2018/6930)

AUSTRADE ENTERPRISE AGREEMENT 2019-2022

Commonwealth employment

COMMISSIONER LEE

MELBOURNE, 15 JANUARY 2019

Application for approval of the Austrade Enterprise Agreement 2019-2022.

[1] An application has been made for approval of an enterprise agreement known as the *Austrade Enterprise Agreement 2019-2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Trade and Investment Commission (Austrade). The Agreement is a single enterprise agreement.

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

[3] The Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 January 2019. The nominal expiry date of the Agreement is 21 January 2022.



COMMISSIONER

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AUSTRALIA ENTERPRISE AGREEMENT 2019–2022



Australian Government
Australian Trade and Investment Commission



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FORMAL ACCEPTANCE OF THE AGREEMENT

Employer

Signed for, and on behalf of, the Commonwealth by the Chief Executive Officer of the Australian Trade and Investment Commission (Austrade):



.....

Full name: Dr Stephanie Fahey

Agency: Australian Trade and Investment Commission (Austrade)

Address: 2 Phillip Law Street, Canberra ACT 2601

Bargaining Representative: Community and Public Sector Union

Signed for, and on behalf of, the Community and Public Sector Union




.....

Full name: Lisa Newman, CPSU Deputy National President

Address: Level 7, 350 Queen Street, Melbourne VIC 3000

Employee Bargaining Representative



.....

Full name: Cassandra Sinclair

Address: 2 Phillip Law Street, Canberra ACT 2601

SECTION 1: SCOPE OF THIS AGREEMENT

1.1 Title

- (1) This Agreement is made under section 172 of the *Fair Work Act 2009* (FW Act) and shall be known as the Austrade Enterprise Agreement 2019–2022.

1.2 Coverage

- (1) The Agreement covers the Commonwealth of Australia and all Austrade employees engaged under section 22(1) or 72 of the *Public Service Act 1999* (PS Act), with the exception of those engaged as Senior Executive Service (SES) employees.

1.3 Operation of the Agreement

- (1) This Agreement shall commence seven days after it is approved by the Fair Work Commission and shall nominally expire three years after the date of commencement.
- (2) This Agreement comprehensively states the terms and conditions of employment of the employees covered by this Agreement, other than implied terms of the contract of employment and terms and conditions applying under a Commonwealth law.

1.4 Entitlements under Commonwealth laws

- (1) Without incorporation into this Agreement, entitlements, if any, contained in the PS Act, the FW Act and other Commonwealth legislation will continue to apply. This includes, but is not limited to:
 - (a) Long service leave
 - (b) Maternity and parental leave
 - (c) Superannuation
 - (d) Work Health and Safety
 - (e) Worker's compensation
 - (f) Review of actions
 - (g) Disability, age and racial discrimination
 - (h) Human rights and equal opportunity.
- (2) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.5 Relationship to Human Resources policies

- (1) Austrade's Human Resources policies support this Agreement and provide information to employees and managers on the administration and application of conditions of service.

- (2) The express terms of this Agreement prevail over the policies to the extent of any inconsistency.
- (3) For the avoidance of doubt, Austrade's policies (including those referred to in this Agreement) are not incorporated into this Agreement.

1.6 Authorisation

- (1) The CEO may delegate or authorise a person, in writing, to exercise any of the powers or functions of the CEO under this Agreement (other than this power of authorisation) and may do so subject to conditions.

1.7 Individual Flexibility Arrangement

- (1) The CEO and an employee covered by this Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms of the Agreement if:
 - (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;
 - (vii) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in 1.7(1)(a); and
 - (c) the arrangement is genuinely agreed to by the CEO and employee.
- (2) The CEO must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*;
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The CEO must ensure that the individual flexibility arrangement:
 - (a) is in writing;
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and

- (ii) how the arrangement 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 arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The CEO or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the CEO and employee agree in writing – at any time.

SECTION 2: CLASSIFICATION STRUCTURE AND REMUNERATION

2.1. Classification structure

- (1) This Agreement will transition Austrade from the Austrade Performance Level (APL) local designations structure to an APS classification structure.
- (2) The APL local designations set out in the Austrade Enterprise Agreement 2015–2018 were assigned equivalent approved APS classifications in accordance with the *Public Service Classification Rules 2000* (PS Classification Rules). The APL local designations will no longer apply from commencement of this Agreement and employees will be assigned to their equivalent APS classification and applicable pay point.
- (3) The Austrade pay scales at Appendix A detail the APL pay point conversion to the equivalent APS classification pay points.
- (4) On commencement of this Agreement, the bottom three APL5 pay points (APL501, APL502 and APL503) will be classified as the Executive Level 2 Specialist, the EL2.6, EL2.7 and EL2.8 pay points.
- (5) The APL504 pay point will be grandfathered on commencement of this Agreement.
- (6) The grandfathered APL504 pay point will become the EL2.9 pay point.
- (7) On commencement of this Agreement, employees will no longer be assigned to the grandfathered Executive Level 2 pay point – the EL2.9.
- (8) The grandfathered Executive Level 2 pay point will receive the general salary increases detailed at clause 2.5.
- (9) Advancement through an Austrade broadband will only occur where:
 - (a) an employee’s performance is at least satisfactory;
 - (b) there is sufficient work available at the higher classification level; and
 - (c) the employee has the necessary skills and proficiencies to perform that work in accordance with the work level standards for that classification.

2.2. APS classification structure

- (1) Austrade will transition to an APS classification structure on commencement of this Agreement.

Former Austrade Performance Level (APL) Local Designation	APS classification	Salary rate on commencement
APL5	Executive Level 2 (grandfathered)	Maximum/Minimum: \$157,369 p/a
APL5	Executive Level 2 Specialist	Maximum: \$151,681 p/a Minimum: \$140,913 p/a
APL4	Executive Level 2	Maximum: \$135,494 p/a Minimum: \$116,266 p/a
APL3	Executive Level 1	Maximum: \$111,795 p/a Minimum: \$99,385 p/a
APL2	APS5–APS6 broadband	Maximum: \$93,320 p/a Minimum: \$76,155 p/a
APL1	APS3–APS4 broadband	Maximum: \$73,226 p/a Minimum: \$57,602 p/a
APL1	APS1–2 broadband	Maximum: \$55,386 p/a Minimum: \$51,209 p/a

2.3. Salary structure and salary on commencement

- (1) The salary ranges and pay points under this Agreement are provided at Appendix A.
- (2) An employee's salary on engagement, promotion and assignment of duties (including higher duties and movement from another APS agency, whether temporary or ongoing) will ordinarily be at the minimum point of the salary range of the relevant APS classification. Engagement, promotion and assignment above the minimum pay point may be authorised by the CEO, if justified by the complexity and responsibility of the work, and the experience, qualifications and skills of the employee.
- (3) Where an employee transfers at level to Austrade from another APS agency, they will ordinarily be assigned to the pay point that is nearest to their substantive annual salary at that agency, without any reduction in salary to occur. The exception to this is when an employee's salary at their previous agency is above Austrade's EL2.5 pay point. There is no automatic entry to the EL2 Specialist pay points, therefore an employee's salary will be maintained in accordance with 2.3(4) where their salary exceeds Austrade's EL2.5 pay point.
- (4) Where an employee transfers at level to Austrade from another APS agency and the employee's substantive salary at that agency exceeds the maximum pay point at the relevant APS classification in Austrade, the CEO may authorise that the employee's

salary be maintained at the higher amount until such time that it is absorbed into the relevant Austrade APS classification pay scale.

2.4. Salary advancement

- (1) Salary advancement from one pay point to the next is effective on 1 July of each year.
- (2) Eligibility for salary advancement from one pay point to the next is contingent on:
 - (a) the employee having occupied their current classification at the same pay point for a period of at least six months on 1 July; and
 - (b) An employee's performance being at least satisfactory within the current performance cycle, subject to the terms of Austrade's Performance Management policy.
- (3) Non-ongoing employees who have been employed for a continuous period of at least six months at the same classification level and pay point on 1 July will be eligible for salary advancement, subject to 2.4(2) above.
- (4) There will be no salary advancement to the Executive Level 2 Specialist pay points (EL2.6, EL2.7 and EL2.8) unless the employee also has specialist experience, qualifications and/or skills that warrants specialist remuneration.
- (5) Where an employee is assigned to the Executive Level 2 Specialist, they will be eligible for pay point progression to the next pay point through the performance management cycle, provided they meet the criteria in 2.4(2).

2.5. Salary increases

- (1) Under this agreement, employees will receive a productivity salary increase of:
 - (a) 2% – on commencement of the Agreement;
 - (b) 2% – 12 months after commencement; and
 - (c) 2% – 24 months after commencement.

2.6. Adjustment to first pay increase under this Agreement

- (1) In this clause:
 - (a) **Commencement Date** means the date the Agreement commences operation; and
 - (b) **Effective Date** means the day which is 12 weeks after the date the Agreement was made in accordance with section 182 of the *Fair Work Act 2009* (Cth).
- (2) If the Commencement Date occurs after the Effective Date, then, in the first available pay period after the Commencement Date, Austrade will apply the increase at clause 2.5(1)(a) from the Effective Date.
- (3) The salary adjustment payment at clause 2.5(1)(a) applies only to salary and does not apply to any allowance or other payments provided for in this Enterprise Agreement.

2.7. Payment of salary

- (1) Employees will be paid fortnightly in arrears, based on the following formula:

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

- (2) Fortnightly salary will be paid by electronic funds transfer into a financial institution account of the employee's choice.

2.8. Engagement for duties that are Irregular or Intermittent

- (1) Casual employees' will be paid a 20% loading in lieu of public holidays on which the employee is not rostered to work and paid leave excluding long service leave.
- (2) A casual employee will be paid for a minimum of four hours' work per shift, regardless of the hours actually worked. Above this minimum, the employee will be paid for each hour that they work.
- (3) Casual employees are not entitled to flextime.

2.9. Junior rates

- (1) Junior rates of pay apply to employees engaged at the APS1 classification aged below 21 years of age. Adult rates apply on attainment of 21 years of age.
- (2) Junior rates as a percentage of the APS1 equivalent adult rate of pay apply as follows:
 - under 18 years 60%
 - at 18 years 70%
 - at 19 years 81%
 - at 20 years 91%

2.10. Indigenous Cadet APS rates

- (1) If Austrade engages a Cadet APS under Austrade's Indigenous Cadetship Program, the cadet will be paid at a pay point within the APS3 classification.
- (2) Cadet APS rates of pay will be as a percentage of the APS3 classification. The percentages apply as follows:
 - practical training at the rate of 100%; and
 - full-time study at the rate of 57%.
- (3) A Cadet APS will be engaged under schedule 2 of the PS Classification Rules and, as such, successful completion of training is a condition of ongoing employment.

2.11. Trainee APS (Administrative)

- (1) If Austrade engages an employee as a Trainee APS (Administrative) to undertake a traineeship, the CEO will determine the conditions of employment to apply (provided

that the employee is better off than the APS Award). The pay point will be determined within the APS1–2 broadband.

- (2) A Trainee APS (Administrative) will be engaged under schedule 2 of the PS Classification Rules and, as such, successful completion of training is a condition of ongoing employment.

2.12. Graduates

- (1) If Austrade engages an employee under the APS Training Classification, Graduate APS, they will be paid at a pay point within the APS3 classification.
- (2) On successful completion of the graduate program, the Graduate APS employee will be assigned to the APS4 classification within the APS3–4 broadband. This will be at pay point APS4.1, unless a higher pay point is approved by the delegate.

2.13. Supported salary payments for employees with a disability

- (1) Supported salary rates and conditions of employment as set out in Appendix B shall apply to an employee with a disability who is eligible for consideration under the supported wage system as defined in Appendix B.

2.14. Superannuation

- (1) Austrade will make compulsory superannuation contributions on behalf of employees as required by the applicable legislation and fund requirements.
- (2) Employer contributions to the Superannuation Accumulation Plan (PSSap) will be 15.4% of the employee's fortnightly contribution salary.
- (3) Where an employee exercises superannuation choice, employer superannuation contributions will be at the same rate as the contribution rate for PSSap.
- (4) Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. is unable to accept contributions for people aged over 75).
- (5) Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.

SECTION 3: PEOPLE

3.1. Employee Assistance Program

- (1) Austrade will provide employees and their immediate family members with access to a free, confidential and professional counselling service to support them with personal and work related issues through Austrade's Employee Assistance Program.

3.2. Study Assistance Scheme

- (1) Austrade will support personal development through the studies assistance and scholarship program.
- (2) Support for study leave and course fees will be provided to employees who are approved students undertaking external study in areas relevant to Austrade.

SECTION 4: PERFORMANCE MANAGEMENT

4.1. Performance Management

- (1) All eligible employees will participate in the Austrade Performance Management process.
- (2) The principles underpinning Performance Management are designed to:
 - support managers and employees to develop individual performance agreements that offer role clarity, agreed measures of satisfactory performance and opportunities for continuous development
 - align Austrade's strategic priorities, business plans and APS Values and Austrade Values to individual performance agreements
 - acknowledge regular performance conversations, including timely feedback from managers, as key to effective working relationships and overall employee performance
 - support the identification of high performing employees.

4.2. Managing underperformance

- (1) Austrade aims to promptly and fairly address and reduce the incidence of underperformance.
- (2) Underperformance may be identified at any time during the performance management cycle if a manager makes the assessment that an employee's performance is unsatisfactory.
- (3) Where underperformance is identified, Austrade will work with the affected employee and their manager to assist them to attain and sustain the standards required in accordance with the relevant policy and procedure.
- (4) The formal underperformance procedures do not apply to employees on probation or non-ongoing employees.
- (5) An employee being subject to an underperformance process does not prevent Austrade from dealing with cases of suspected breaches of the code of conduct under its procedures for determining breaches of the code of conduct.

4.3. Review of decisions to terminate employment

- (1) An employee's employment may be terminated by Austrade under section 29 of the PS Act.

- (2) The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under the FW Act; other Commonwealth laws (including the Constitution); and common law.
- (3) Termination of, or a decision to terminate employment, cannot be reviewed under the Austrade procedures for preventing and settling disputes or review of employment related actions procedures in this Agreement.
- (4) Nothing in the Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or a payment in lieu of notice.

SECTION 5: EMPLOYMENT CONDITIONS

5.1. Overseas assignments – Conditions of employment

- (1) From time to time, employees may undertake long-term overseas postings.
- (2) Information about the conditions of employment for employees undertaking long-term overseas postings are contained in Austrade’s policies and procedures for long-term overseas postings.

5.2. Professional relocation assistance

- (1) Austrade may provide existing or new employees with financial assistance for relocation and removal expenses if the employee is required by Austrade to relocate within Australia.
- (2) Austrade will fund a professional relocation service to assist Austrade employees and their families who are relocated within Australia, or on return to Australia from an overseas assignment.
- (3) The level of funding will be determined by the CEO, depending on the employee’s family composition and the level of assistance required.
- (4) Financial assistance for employee instigated relocations, whether an existing or prospective employee, will generally not be provided unless there is exceptional circumstances.

5.3. Travel

- (1) All reasonable meal, accommodation and incidental costs, as determined by the CEO, incurred during official travel (domestic and international) are met by Austrade, through the use of a corporate credit card or on a reimbursement basis.

5.4. Ordinary hours

- (1) The ordinary hours of work of full-time employees covered by this Agreement will be 37.5 hours a week which translate to 7.5 hours a day from Monday to Friday.

- For part-time employees, ordinary hours of duty are those agreed in their part-time work agreement. Part-time employees are guaranteed a minimum of three hours duty, unless otherwise agreed.
 - The five day work period (Monday to Friday) may vary for employees located overseas, to accord with local conditions.
- (2) An employee will not be required to work beyond a maximum of five hours without a break of at least 30 minutes.

5.5. Span of hours

- (1) The span of hours during which employees may work ordinary hours is 7.00am to 7.00pm Monday to Friday in Australia, or another five day period for employees at an overseas location in line with local conditions. All employees are to agree on their pattern of attendance at work with their manager, to ensure that operational requirements are met.
- (2) Where an employee requests to work outside this span of hours for personal reasons, they may do so with the agreement of their manager, provided operational requirements can be satisfied. Any hours worked on this basis will be treated as ordinary hours and will not attract overtime rates.

5.6. Overtime

- (1) Where necessitated by operational requirements, a manager may direct an employee to work overtime outside ordinary hours.
- (2) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable in accordance with section 63(2) of the FW Act.
- (3) Only APS1–APS6 employees will be paid for working overtime. A manager may approve for overtime rates to be paid for work performed by employees, at the APS1–APS6 classifications either outside the span of hours specified at clause 5.5, or in excess of 7.5 hours on any one day, Monday to Friday.
- (4) All APS1–APS6 employees working authorised overtime may, with the agreement of their manager, take their overtime entitlement as time-off-in-lieu, calculated at the applicable overtime rate. In cases where time-off-in-lieu has been granted but operational requirements have prevented the employee from taking time off within four weeks or other agreed period, payment for the overtime will be made.
- (5) Overtime rates are as follows:
- Monday to Friday: time and a half
 - Saturday, Sunday and Public Holidays: double time

Where an employee works overtime on a public holiday that they are ordinarily scheduled to work, the payment of salary for the public holiday is single time during ordinary hours. Payment is double time for hours worked outside ordinary hours.

- (6) An employee's salary for the purposes of calculating overtime will include any higher duties allowance payable to the employee at that time.
- (7) An employee, who works overtime outside the span of hours extending over the entire duration of a meal period will be paid a meal allowance.
- (8) For the purposes of this clause a meal period is:
 - Monday to Friday: 7.00am to 9.00am
 6.00pm to 7.00pm
 midnight to 1.00am
 - Saturdays, Sundays & Public Holidays: 7.00am to 9.00am
 12.30pm to 1.30pm
 6.00pm to 7.00pm
 midnight to 1.00am

5.7. Emergency duty

- (1) Emergency duty occurs when an APS1–APS6 employee is required to work to meet an emergency situation, at a time that the employee would not ordinarily be on duty, with no notice given before completion of the employee's last period of ordinary duty.
- (2) Payment for such duty will be at double time and will include time spent necessarily travelling to and from duty. The minimum payment will be for two hours.
- (3) Further information is contained in the Overtime and Emergency Duty policy.

5.8. Redeployment and retrenchment

- (1) The procedures for handling redeployment and retrenchment for Austrade employees are described at Appendix C.

5.9. Resignation and retirement

- (1) An employee may resign or retire by giving the CEO 14 calendar days' written notice. The CEO may agree to waive this requirement or agree to a shorter notice period if requested by the employee.
- (2) The CEO may give effect to a resignation at an earlier date within the notice period. In such cases, the employee will be paid compensation in lieu of the notice period which is not worked.

5.10. Allowances

5.10.1. Higher Duties allowance

- (1) An employee directed to temporarily perform work at a higher classification level for periods in excess of 10 continuous working days will be paid an allowance determined under clause 5.10.1(2) for the entire continuous period.

- (2) An employee directed to perform all the duties of a higher level will be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if they were promoted to the higher level position. The CEO may determine an alternative amount when partial performance is directed, or when the employee is performing the duties of a position at SES level.
- (3) Where an employee undertakes any period of higher duties, the period working at the higher level will be taken into account in their performance review. This includes short term higher duties where there is no eligibility for pay progression at the end of the performance cycle.

5.10.2. First Aid Officer allowance

- (1) An employee who possesses a current first aid certificate and who is appointed as a First Aid Officer to undertake first aid responsibilities within Austrade will be paid an allowance relevant to their first aid qualifications. The First Aid allowance will be increased in line with the salary increases of this Agreement.
- (2) Employees undertaking both First Aid Officer and Fire Warden responsibilities will not be entitled to payment for both.

5.10.3. Fire Warden allowance

- (1) An employee who is appointed as a Fire Warden will be paid an allowance for the period of their appointment, subject to undertaking the required training. The Fire Warden allowance will be increased in line with the salary increases of this Agreement.
- (2) Employees undertaking both Fire Warden and First Aid Officer responsibilities will not be entitled to payment for both.

5.10.4. Liaison Officer allowance

- (1) An employee who is appointed as a Liaison Officer in the office of the Minister responsible for Austrade will be paid an annual allowance. The Liaison Officer allowance will be increased in line with the salary increases of this Agreement.

5.10.5. Motor vehicle allowance

- (1) Where the CEO considers that it will be more efficient and cost-effective, employees may be authorised to use a private car owned by the employee or hired by the employee at Austrade expense for official travel. Where an employee uses their private car for official travel they will be entitled to a motor vehicle allowance.

5.10.6. Language proficiency allowance

- (1) Language Proficiency allowance will be paid fortnightly to an employee at a rate commensurate with the level achieved in an officially recognised language test. The allowance will be payable where the use of the language is a requirement for the performance of their duties.

5.10.7. Healthy living reimbursement

- (1) In support of the potential benefit to Austrade of employees undertaking healthy lifestyle initiatives, each eligible ongoing employee may apply for reimbursement of expenses towards maintaining a healthy lifestyle.
- (2) As at commencement of this agreement, the rate of the reimbursement is up to \$400 per financial year. This limit will be adjusted by the year to date CPI rate released for the March quarter each year during the life of this agreement. Adjustments will take effect from 1 July each year.
- (3) Further information is contained in the Healthy Living Reimbursement policy.

5.11. Leave provisions

5.11.1. Annual leave

5.11.1.1. Accrual, approval and cancellation

- (1) Employees, other than casual employees, are entitled to accrue four weeks' paid annual leave for each year of service. Annual leave accrues progressively and employees are able to access to leave entitlements as they accrue.
- (2) Part-time employees accrue annual leave on a pro rata basis.
- (3) Annual leave can be taken at full pay or half pay, with the exception of employees on long-term overseas postings who cannot access annual leave at half pay unless they are on parental leave. Annual leave credits will only be deducted at half the duration when half pay leave is taken.
- (4) An employee with excess leave entitlements in accordance with 5.11.1.2 will not be allowed to take half pay annual leave unless exceptional circumstances apply.
- (5) Periods of leave without pay will not count as service for annual leave accrual purposes.
- (6) The CEO may approve an application by an employee for annual leave up to the employee's maximum accrued credit. Periods of annual leave count as service for all purposes.
- (7) Where a public holiday occurs while an employee is on a period of annual leave, the public holiday is not deducted from the employee's annual leave credit.
- (8) Where an employee is on half pay annual leave and a public holiday occurs that the employee is scheduled to work, the public holiday will be paid at full pay.
- (9) Where an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to work from leave, the employee will be reimbursed travel costs and incidental expenses as determined by the CEO, that are not otherwise recoverable under insurance or from any other source.

5.11.1.2. Excess annual leave

- (1) On 1 February in each year, any employee who has an annual leave entitlement of more than 40 days (or two years of accrual at the applicable pro rata amount for a part-time employee) may be directed to take an amount of annual leave to reduce their entitlement to 40 days or under.
- (2) Where an employee has an excess annual leave entitlement, a leave management plan will be agreed between the employee and their manager in order to reduce the excess leave entitlement.
- (3) Where an employee does not reduce their entitlement to 40 days or fails to comply with a leave management plan, they may be directed in writing to take annual leave. Such an employee will not be required to attend work for that period and they will receive their annual leave entitlement for the period for which they have been directed to take annual leave. The employee will be regarded as being on annual leave for all purposes during that period.

5.11.1.3. Cash out annual leave

- (1) An employee may request to cash out a portion of their accrued annual leave credits.
- (2) The employee must have at least four weeks of annual leave credit remaining after cashing out their annual leave.
- (3) Each request to cash out leave must be a separate agreement in writing between the employee and the CEO.
- (4) The employee will be paid the full amount that would have been paid to them had they taken the leave that is cashed out.

5.11.1.4. Payment on termination of employment

- (1) Accrued annual leave will be paid out on termination of employment, less adjustment if necessary for periods not to count as service. Payment in lieu of accrued leave on termination of employment will include allowances payable in Australia which would have been payable for the period if the employee had accessed the accrued leave.

5.11.2. Christmas/New Year leave arrangements

- (1) As an international organisation, it is necessary for Austrade to continue essential operations over the Christmas/New Year period.
- (2) Employees based in Australia over this period will be reduced to the minimum level necessary to meet essential operational requirements.
- (3) Staffing will be arranged primarily on a volunteer basis. Where operational requirements cannot be met on this basis, employees may be requested to work, including on the public holidays falling in the Christmas/New Year period. Where an employee other than a casual employee is requested to work on any of the public holidays falling in the Christmas/New Year period, the employee may refuse the request where they have reasonable grounds for doing so.

- (4) Between Christmas and New Year, employees, other than casual employees, who are not required to work over this period, will be eligible for three days' paid leave without deduction from accrued leave credits. Employees other than casual employees who are required to work over the period will be eligible for time off in lieu at a subsequent date, subject to operational requirements.

5.11.3. Purchased leave

- (1) An ongoing employee based in Australia may purchase up to four weeks of additional leave in any one year period (pro-rata amounts apply to part-time employees).
- (2) An ongoing employee on a long-term overseas posting may purchase up to two weeks of additional leave in any one year period (pro-rata amounts apply to part-time employees).
- (3) Purchased leave is credited to the employee for immediate use. The leave is paid for progressively each pay day over a period of 12 months, or a shorter period if requested by the employee. Payments for the purchased leave commence immediately following the leave being credited.
- (4) Periods of purchased leave count for service.
- (5) Purchased leave may be refused where an employee has an excess annual leave entitlement in accordance with clause 5.11.1.2.

5.11.4. Personal / Carer's leave

- (1) An employee may take personal/carer's leave if the leave is taken:
 - (a) because the employee is not fit for work because of a personal illness, or personal injury, effecting the employee; or
 - (b) because of an emergency effecting the employee; or
 - (c) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member; or
 - (d) for the purpose of moving house (ordinarily one day per calendar year); or
 - (e) for the purpose of attending a funeral.

Leave must not be taken for the reasons in (b), (d) or (e) above to the extent that it results in less than 10 days of an employee's personal/carers' leave credits, per year of service, being available for use for personal injury or illness and caring as provided under the *Fair Work Act 2009*.

- (2) Ongoing full-time employees are entitled to 20 days' personal/carer's leave for each year of service which will accrue daily and accumulate from year to year. Part-time employees accrue personal/carer's leave on a pro rata basis.

- (3) Non-ongoing full-time employees, other than irregular or intermittent employees, are entitled to accrue 20 days' paid personal/carer's leave for each year of service. Part-time non-ongoing employees accrue personal/carer's leave on a pro rata basis. Unused credits will be cumulative.
- (4) Employees have access to personal/carer's leave entitlements as they accrue.
- (5) Employees who are absent for greater than three consecutive work days on personal/carer's leave will be required to provide supporting evidence for the period of leave.
- (6) Employees who have exhausted their personal/carer's leave entitlement may use unpaid personal/carer's leave.
- (7) Personal/carer's leave counts for service for all purposes.
- (8) Employees who have exhausted their personal/carer's leave are entitled to two days' unpaid carer's leave for each occasion where a member of the employee's immediate family or household requires care because of illness, injury or unexpected emergency. This leave will count as service for all purposes.
- (9) Accrued personal/carer's leave will not be paid out on termination of employment.
- (10) Casual employees are entitled to two days' unpaid carer's leave for each occasion when an employee's immediate family or household requires care or support because of a personal illness, injury, or an unexpected emergency.

5.11.5. Compassionate leave

- (1) An employee is entitled to a period of two days' paid leave for each occasion when a member of the employee's immediate family or household has a personal illness or injury that poses a serious threat to their life, or dies, in accordance with section 104 of the FW Act.
- (2) If the leave is due to illness or injury that poses a serious threat to the immediate family member or household member of the employee, it can be taken at any time while the illness or injury persists.
- (3) The leave can be taken in a single unbroken period of two days or two separate periods of one day.
- (4) Austrade may require the employee to provide evidence of the illness, injury or death in support of the request for leave.
- (5) Casual employees are entitled to two days' unpaid compassionate leave per occasion.

5.11.6. Miscellaneous leave

- (1) The CEO may approve miscellaneous leave for employees, other than casual employees, either with or without pay. The CEO may also prescribe the circumstances under which leave without pay may count as service.

5.11.7. Family and domestic violence

- (1) Austrade is committed to supporting employees who are affected by family and domestic violence.
- (2) Leave is available to employees who are affected by family and domestic violence. Employees can apply for either paid or unpaid miscellaneous leave or personal/carer's leave to cover absences for the purpose of, but not limited to:
 - illness or injury resulting from family and domestic violence;
 - providing care or support to a family or household member who is ill or injured as a result of family and domestic violence;
 - providing care or support to a family or household member who is affected by an unexpected emergency as a result of family and domestic violence;
 - attending appropriate medical and/or counselling appointments;
 - obtaining legal advice;
 - attending court hearings;
 - attending police appointments;
 - attending to urgent issues arising through property damage that is a consequence of family violence;
 - accessing alternative accommodation;
 - attending to personal affairs such as arranging new bank accounts or loans;
 - arranging alternative childcare or schooling for children.
- (3) Documentary evidence may be requested for absences related to family and domestic violence. The employee and their supervisor will discuss and agree on appropriate options. This may include statements from the police, courts or a legal representative, or statutory declarations.
- (4) Where an employee experiencing family and domestic violence does not feel comfortable discussing their absence with their supervisor, they may contact Human Resources who can authorise the absence. A person acting on behalf of an employee may also contact the employee's supervisor or Human Resources to advise them of an absence under this clause.

5.11.8. Cultural and ceremonial leave

- (1) The CEO may approve up to three days' paid leave each calendar year for days of cultural significance for Aboriginal and Torres Strait Islander employees.

5.11.9. Community service leave

- (1) Employees will be entitled to paid leave to count as service for eligible community services activities as defined by the FW Act. This includes jury duty and emergency services activities, including training, emergency service responses, reasonable travel and recovery time, and ceremonial duties.

5.11.10. Leave for ADF Reserve and Continuous Full Time Service or Cadet Force obligations

- (1) An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- (2) An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
 - (a) During the employee's first year of ADF Reserve service, a further two weeks' paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
 - (b) With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserve.
 - (c) Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.
- (3) Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.
- (4) Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- (5) Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

5.11.11. Maternity leave

- (1) Eligible employees are entitled to maternity leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).
- (2) Where an employees is eligible for 12 weeks' paid leave under the ML Act, they will be entitled to a further two weeks' paid leave commencing immediately after the 12 weeks.
- (3) Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half normal salary. This is an administrative arrangement for the payment of an employee's paid maternity leave under the ML Act and this Agreement. Where payment is spread over a longer period, a maximum of 14 weeks will count as service.
- (4) The maximum period of combined parental and maternity leave accessible is two years of paid and unpaid leave.

5.11.12. Parental leave

5.11.12.1. Unpaid parental leave

- (1) Parental and adoption leave are provided for in accordance with the provisions of the FW Act. In addition, where an employee assumes a permanent foster care arrangement for a child, the employee is also eligible for parental leave after 12 months of service. An employee who is eligible for unpaid parental leave under the FW Act is entitled to leave of absence without pay for a maximum of two years to care for a newborn, or newly adopted/ fostered child.

5.11.12.2. Paid parental leave

- (1) An employee with a minimum qualifying service of 12 months service is eligible for paid adoption leave and foster parents' leave. The entitlement to payment is for the first 14 weeks of adoption/foster parents' leave which can be converted to half pay. Where payment is spread over a longer period, a maximum of 14 weeks will count as service. The provisions for paid adoption/foster parents' leave mirrors the same provisions as paid maternity leave.
- (2) An employee whose spouse or partner is giving birth to, or adopting, or permanently fostering a child may access two weeks' paid parental leave at the time of birth, adoption, or permanent foster care. Paid parental leave for supporting partners may also be converted to half pay upon request; however only the first two weeks will count as service.

5.11.12.3. Returning to work after parental leave

- (1) An employee returning from parental leave may request to return to work on a part-time basis.
- (2) On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the FW Act.
- (3) An employee who has taken parental leave in excess of four weeks is required to give their manager at least four weeks' notice of the date the employee proposes to return to work.

5.11.13. Long Service Leave

- (1) Employees who have accrued an entitlement under the *Long Service (Commonwealth Employees) Act 1976* may access long service leave for a minimum period of seven calendar days at full pay, or 14 calendar days at half pay.
- (2) Long service leave will not be granted in patterns where a period of any other leave type, or public holiday, breaks the period of long service leave (for example, long service leave/annual leave/long service leave), unless otherwise required by legislation. Long service leave may be granted in combination with other leave in patterns where this does not occur (for example, annual leave/long service leave/annual leave/return to work).

5.11.14. Portability of leave and recognition of prior service

- (1) Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave (however described) will be recognised.
- (2) Where an employee moves to Austrade from another Commonwealth agency (including on a temporary basis), where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carer's leave (however described) will transfer to Austrade, provided there is no break in continuity of service.

5.11.15. Public holidays

- (1) Employees will be entitled to the following public holidays:
 - New Year's Day (1 January);
 - Australia Day (26 January);
 - Good Friday;
 - Easter Monday;
 - Anzac Day (25 April);
 - The Queen's Birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - Christmas Day (25 December);
 - Boxing Day (26 December);
 - Any other day, or part-day, declared or prescribed by, or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.
- (2) If an employee performs work on Easter Saturday at the request of Austrade, the employee will be paid at the public holiday salary rate (applicable to their classification) for the hours of work performed on that day, even if that day is not otherwise a public holiday for the purposes of this Agreement.
- (3) If under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- (4) The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- (5) An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.

- (6) Where a public holiday falls during a period when an employee is absent on leave (other than annual leave or paid personal/carer's leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

SECTION 6: WORKING FLEXIBLY

6.1. Flexible Working Arrangements

- (1) An employee, where eligible, may request a change in their working arrangements in accordance with section 65 of the FW Act.

6.2. Flextime or Time Off in Lieu

- (1) APS1–APS6 employees, other than casual employees, are entitled to access flextime. The settlement period for flextime is four weeks.
- (2) EL1 and EL2 employees do not have access to flextime but are able to work flexible work hours. Managers of EL1 and EL2 employees may provide time off in lieu (TOIL) to recognise additional hours worked. While TOIL will not be one hour for one hour, it should be fair and reasonable in relation to the additional hours worked. Agreed flexible arrangements may provide for TOIL without deduction from leave credits in recognition of extra time worked required to complete job requirements.
- (3) All employees are required to submit flexible work requests to their manager in writing. Any decisions on flexible work requests will also be provided in writing to employees.

6.3. Part-time employment

- (1) Managers may approve reasonable requests from employees for part-time work arrangements, subject to operational requirements.
- (2) Managers may initiate the introduction or extension of part-time employment. Employees will not be required to convert from full-time to part-time hours, or from part-time to full-time hours, without their agreement.
- (3) The manager and the employee may agree to vary a part-time work agreement, including a reversion to full-time hours, before the end of any period of an agreed part-time working arrangement.
- (4) Employees returning from maternity, parental and adoption leave may request to return to work on a part-time basis.
- (5) All requests and decisions for part-time work arrangements will be notified and agreed in writing.

6.4. Working from home

- (1) Employees may request to work from home on a short or long term basis. In considering requests the manager will have regard to operational requirements and

the hours of work provisions of this Agreement as well as security and work, health and safety considerations.

- (2) Requests for ad hoc working from home will be considered by managers on a case by case basis.

SECTION 7: CO-OPERATIVE WORKING ARRANGEMENTS

7.1. General consultation

- (1) Following the commencement of this Agreement, a Workplace Relations Committee (WRC) will be established to monitor the implementation and operation of this Agreement.
- (2) Austrade will allow a reasonable period for the WRC to consider issues.
- (3) Austrade will continue to undertake consultation with employees through both formal and informal forums, including the WRC.

7.2. Consultation relating to major change

- (1) This consultation terms applies if Austrade:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees; and
 - (c) Appendix C does not apply to the change.
- (2) For a major change referred to in 7.2 (1)(a):
 - (a) Austrade must notify the relevant employees of the decision to introduce the major change; and
 - (b) Subclauses 7.2(3) to 7.2(9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;Austrade must recognise the representative.
- (5) As soon as practicable after making its decision, Austrade must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and

- (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, Austrade is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) Austrade must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Austrade, the requirements set out in subclause 7.2(2)(a) and subclauses 7.2(3) and 7.2(5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on employees if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of Austrade’s workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in subclause 7.2(1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses 7.2(11) to 7.2(15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
 - (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
 - (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
 - (16) In this term, '*relevant employees*' means the employees who may be affected by change referred to in subclause 7.2(1).

7.3. Representation

- (1) In any matter arising under this Agreement, an employee may have an employee representative assist or represent them, and all relevant persons will deal with any such representative in good faith.

7.4. Dispute resolution

- (1) If a dispute relates to:
 - (a) a matter arising under the Agreement;
 - (b) the National Employment Standards;
 this term sets out procedures to settle the dispute.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

- (5) The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

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

- (6) While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform work as they would normally, unless there is a reasonable concern of 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 work health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (7) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

SECTION 8: INTERPRETATIONS AND DEFINITIONS

Agreement	Means the Austrade Enterprise Agreement 2019–2022
APS	Means the Australian Public Service
APS Award	Means the <i>Australian Public Service Enterprise Award 2015</i>
Austrade	Means the body established under the <i>Australian Trade and Investment Commission Act 1985</i>
Casual Employee	Means a non-SES employee engaged by the CEO of Austrade under section 22(1) or 72 of the PS Act for duties that are irregular or intermittent.
CEO	Means the Chief Executive Officer of Austrade, being the Agency Head for the purposes of the PS Act or the person for the time being directed to perform the duties of the office of the CEO, including a person authorised by the CEO for the purposes of the provision in which the reference occurs.
Child	Means an adopted child, a step child, a foster child, an ex-nuptial child or otherwise as defined in the <i>Family Law Act 1975</i> and may include an adult child.
Employee	Means a non-SES employee engaged by the CEO of Austrade under section 22(1) or 72 of the PS Act including: <ul style="list-style-type: none"> • as an ongoing employee; or • as a non-ongoing employee engaged for a specified term or for the duration of a specified task, unless otherwise specified in this Agreement; or • as a non-ongoing employee engaged for duties that are irregular or intermittent; or • as an ongoing employee on probation, unless otherwise specified in this Agreement.
FW Act	Means the <i>Fair Work Act 2009</i> .
Household member	Means any person who lives with the employee, they do not need to be a relative.
Immediate family member	Means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee or the employee’s spouse or de facto partner. This definition includes step relations.
NES	Means the National Employment Standards within the <i>Fair Work Act 2009</i> .
De facto partner	Means a person who lives with the employee in a relationship as a couple on a genuine domestic basis but is not legally married to the employee. Former de facto partners are included.
PS Act	Means the <i>Public Service Act 1999</i>
SES	Means an APS employee who is classified as a Senior Executive Service employee under the PS Classification Rules.
Spouse	Includes former spouse, de facto spouse and former de facto spouse.
Staff	Means an employee or employees (see above).

Appendix A: AUSTRADE PAY SCALES

Existing APL Classification	New Austrade structure	APS Classifications	Increment	Pre-Agreement salary	2% on commencement of Agreement	2% on 1 year anniversary	2% on 2 year anniversary
APL101	#APS1–2 broadband	APS1	1	\$50,205	\$51,209	\$52,233	\$53,278
APL102		APS2	1	\$52,212	\$53,256	\$54,321	\$55,407
APL103		APS2	2	\$54,300	\$55,386	\$56,494	\$57,624
APL104	#APS3–4 broadband	APS3	1	\$56,473	\$57,602	\$58,754	\$59,929
APL105		APS3	2	\$58,731	\$59,906	\$61,104	\$62,326
APL106		APS3	3	\$61,083	\$62,305	\$63,551	\$64,822
APL107		APS3	4	\$63,526	\$64,797	\$66,093	\$67,415
APL108		APS4	1	\$66,065	\$67,386	\$68,734	\$70,109
APL109		APS4	2	\$68,874	\$70,251	\$71,656	\$73,089
APL110		APS4	3	\$71,790	\$73,226	\$74,691	\$76,185
APL201	#APS5–6 broadband	APS5	1	\$74,662	\$76,155	\$77,678	\$79,232
APL202		APS5	2	\$77,649	\$79,202	\$80,786	\$82,402
APL203		APS5	3	\$80,890	\$82,508	\$84,158	\$85,841
APL204		APS6	1	\$84,269	\$85,954	\$87,673	\$89,426
APL205		APS6	2	\$87,784	\$89,540	\$91,331	\$93,158
APL206		APS6	3	\$91,490	\$93,320	\$95,186	\$97,090
APL301	EL1	EL1	1	\$97,436	\$99,385	\$101,373	\$103,401
APL302		EL1	2	\$101,333	\$103,360	\$105,427	\$107,536
APL303		EL1	3	\$105,387	\$107,495	\$109,645	\$111,838
APL304		EL1	4	\$109,603	\$111,795	\$114,031	\$116,312
APL401	EL2	EL2	1	\$113,986	\$116,266	\$118,591	\$120,963
APL402		EL2	2	\$118,434	\$120,803	\$123,219	\$125,683
APL403		EL2	3	\$123,053	\$125,514	\$128,024	\$130,585
APL404		EL2	4	\$127,851	\$130,408	\$133,016	\$135,676
APL405		EL2	5	\$132,837	\$135,494	\$138,204	\$140,968
APL501	*EL2 Specialist	EL2	6	\$138,150	\$140,913	\$143,731	\$146,606
APL502		EL2	7	\$143,331	\$146,198	\$149,122	\$152,104
APL503		EL2	8	\$148,707	\$151,681	\$154,715	\$157,809

*Access to the EL2 Specialist pay points is limited to EL2 employees who are deemed to have specialist experience, qualifications and/or skills. Access to these pay points must be approved by the CEO or their delegate.

#Advancement through a broadband must be on the basis that the employee has satisfactory performance, sufficient work is available at the higher classification, and they have gained the necessary skills and proficiency to perform the more complex work.

Grandfathered EL2 Rates (top APL5 pay point)

Existing APL Classification	New Austrade structure	APS Classifications	Increment	Pre-Agreement salary	2% on commencement of Agreement	2% on 1 year anniversary	2% on 2 year anniversary
APL504	Grandfathered EL2 pay point	EL2	9	\$154,283	\$157,369	\$160,516	\$163,726

Appendix B: SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH A DISABILITY

1. Workers eligible for a supported wage

- 1.1. These provisions define the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of these provisions, the following definitions will apply:

Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability.

Accredited assessor means a person accredited by the managing unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

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

Assessment instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

2. Eligibility criteria

- 2.1. Employees covered by these provisions will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity, and who meet the impairment criteria test for a Disability Support Pension.
- 2.2. These provisions do not apply to any existing employee who has a claim against Austrade 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.

2.3. These provisions also do not apply in respect of any facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986*, and which fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for, a Disability Support Pension, except with respect to an organisation which has received recognition under section 10 of the *Disability Services Act 1986*, or if a part only has received recognition, that part.

3. Supported salary rates

3.1. Employees to whom these provisions apply shall be paid the applicable percentage of the salary prescribed by this Agreement for the class of work which the person is performing according to the following schedule, provided that the minimum amount payable is not less than the minimum prescribed rate set by the relevant Government body.

Assessed capacity (Clause 4)	% of prescribed salary
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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

4. Assessment of capacity

4.1. For the purpose of establishing the percentage of the salary rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument.

5. Lodgement of assessment instrument

5.1. All assessment instruments under the conditions of these provisions, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be:

- (a) lodged by the employer with the relevant Government body; and
- (b) agreed and signed by the parties to the assessment.

6. Review of assessment

- 6.1. The assessment of the applicable percentage should be subject to annual review, or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

7. Other employment conditions

- 7.1. Where an assessment has been made, the applicable percentage shall apply to the salary only. Employees covered by these provisions will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement, paid on a pro rata basis.

8. Workplace adjustment

- 8.1. Where the CEO employs a person under these provisions, they shall 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.

9. Trial period

- 9.1. In order for an adequate assessment of the employee's capacity to be made, the CEO may employ a person under these provisions for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 9.2. During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- 9.3. The minimum amount payable to the employee during the trial period will be no less than \$86 per week, increased in line with decisions by the relevant Government body.
- 9.4. Where the CEO and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of the assessment under clause 4.

Appendix C: REDEPLOYMENT AND RETRENCHMENT PROVISIONS

1. Application

- 1.1. These provisions apply in respect of an ongoing Austrade employee covered by the terms of this Agreement who has completed a period of probation, where applicable.
- 1.2. An employee is an excess employee if:
 - (a) the employee is included in a class of employee which comprises a greater number of employees than is necessary for the efficient and economical working of Austrade; or
 - (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of Austrade or changes in the nature, extent or organisation of Austrade's functions; or
 - (c) the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to transfer to that locality and the CEO has determined that these provisions (i.e. those in this Appendix C) apply to the employee.

2. Management of excess staffing situations

- 2.1. Austrade is committed to ensuring that staffing level reductions are managed where possible through redeployment to meaningful continuing functions, retraining where necessary and natural attrition. Retrenchment will be resorted to only after all other forms of action have been taken to reduce excess staffing levels in accordance with these provisions.

3. Consultation process

- 3.1. When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee of the situation.
- 3.2. The CEO will arrange for discussions to be held with the employee or, where the employee requests, with the employee's representative, to consider measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below their substantive level.
- 3.3. At the request of affected employees, representatives of those employees may be invited by the CEO to participate in discussions on measures to mitigate the possible retrenchments.
- 3.4. The CEO may, before the conclusion of these discussions, invite employees who are not excess to express interest in retrenchment, where the retrenchment of those employees would permit the redeployment of employees who are in a redundancy situation and who would otherwise remain excess.

- 3.5. Where an employee who is not excess wishes to be made redundant, the decision as to whether or not to make that employee redundant remains with the CEO.
- 3.6. No earlier than one month after the initial notification of the likelihood that an employee is likely to become excess (unless a lesser period is agreed by the CEO and the employee), the CEO will identify employees who are excess to requirements and notify those employees in writing of their excess status.
- 3.7. Employees who are subject to Austrade's redeployment and retrenchment procedures will be eligible for reimbursement of the cost of professional financial advice and/or career counselling, up to \$500, after being declared potentially excess and up to one month after separation from Austrade. Potentially excess staff may also access training for interview skills and writing job applications.

4. Redeployment

- 4.1. The CEO may redeploy at, or below level, an employee who would otherwise be excess to requirements to any vacancy which the employee is qualified to fill.
- 4.2. An employee may only refuse redeployment, and still be considered an excess employee, where the vacancy to which the employee is to be redeployed is at a different locality.

5. Notice periods

- 5.1. An employee who is excess will be given formal notice of termination of employment under section 29 of the PS Act of five weeks.
- 5.2. Where the CEO so directs, or the employee so requests, the employee's employment may be terminated under section 29 of the PS Act at any time within the period of notice and the employee is thereupon entitled to receive payment in lieu of notice for the unexpired portion of the period (pro rata for part-time employees).

6. Severance benefit

- 6.1. An excess employee whose employment is terminated by the CEO under section 29 of the PS Act on the grounds that they are excess to the requirements of Austrade shall be entitled to be paid a sum equivalent to:
 - 2 weeks' salary for each completed year of continuous service; subject to the minimum entitlements in the NES (which provides for employees with between 2 and 3 years' service, and 3 and 4 years' service, to receive 6 weeks' and 7 weeks' severance payment respectively); and
 - a pro rata payment for completed months of continuous service, calculated in accordance with these provisions.

- 6.2. For part-time employees, the severance benefit will be calculated on a pro-rata basis where an employee has worked part-time hours during the period of service and the employee has less than 24 years' full-time service, subject to any minimum entitlement the employee has under NES.
- 6.3. Except as noted in 6.4 below, the minimum sum payable under this Agreement shall be 4 weeks' salary and the maximum shall be 48 weeks' salary.
- 6.4. Grandfathering of severance benefits:
- 6.4.1. An employee engaged by Austrade before 1 July 2006 shall retain the level of severance benefit as at 30 June 2006.
- 6.4.2. An employee engaged by Austrade before 1 July 2006 and who had or would have had, on 30 June 2006, an entitlement to severance benefit of greater than 48 weeks' salary, shall retain that benefit, but shall not be entitled to any further severance benefit.
- 6.4.3. If the severance benefit at 30 June 2006 would have been less than 48 weeks, the employee will be entitled to a further severance benefit in accordance with 6.1 above, to a maximum of 48 weeks' salary.
- 6.5. Service for calculating the severance benefit means:
- service in Austrade;
 - Government service as defined in section 10 of the *Long Service Leave Act 1976*;
 - service with the Australian Defence Forces;
 - APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes.
- 6.6. 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 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
- 6.7. Any period of service which ceased:
- by way of any of the grounds for termination specified in section 29 of the PS Act (including any additional grounds prescribed in the Public Service Regulations); or
 - on a ground equivalent to any of these grounds; or
 - on voluntary retirement at or above the minimum retiring age applicable to the employee; or

- with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit,

will not count as service for severance pay purposes.

6.8. Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

Payment in lieu of notice

6.9. For the purpose of calculating any payment in lieu of notice or part payment thereof, the CEO shall use the salary that an employee would have received had they worked during the notice (or the unexpired portion of the notice period, as appropriate) had the employment not been terminated.

Salary for severance payment calculation purposes

6.10. For the purpose of calculating a severance benefit payment, salary will include:

- the employee's salary at their substantive classification level, adjusted where appropriate for periods of part time service; or
- the salary of the higher classification level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date upon which they received notice of termination; and
- other allowances in the nature of salary.

7. Moving household

7.1. If an employee who would otherwise have been declared excess is redeployed and such redeployment requires a movement of their household to a new locality, the employee is entitled to reasonable expenses, as determined by the CEO, associated with that move on the same basis which would apply if the employee were being promoted.

8. Other action not prevented

8.1. Nothing in these provisions shall prevent the termination of the employment of an employee on grounds of misconduct or inefficiency. Any employee whose employment is terminated for misconduct or inefficiency shall not be entitled to redundancy benefits, notwithstanding that the employee may have previously been declared excess to requirements.