



Australian Government
**Australian Pesticides and
Veterinary Medicines Authority**



ENTERPRISE AGREEMENT

2011-2014



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ENTERPRISE AGREEMENT 2011-2014

This plan was produced by the Public Affairs section of the APVMA.

This plan is available on the APVMA's website at:
<http://www.apvma.gov.au>

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Formal acceptance of the Agreement

By signing below, the parties to the Agreement signify their acceptance of its terms and conditions.

Signature: *Eva Bennet-Jenkins*

Date: *14/12/11*

Eva Bennet-Jenkins
Chief Executive Officer
Australian Pesticides and Veterinary Medicines Authority (APVMA)
C/- PO Box 6182
Kingston ACT 2604

Signature: *[Signature]*

Date: *15/12/11*

Rebecca Fawcett
Acting Deputy Secretary
Community & Public Sector Union (CPSU)
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PREDICTABLE

WE

- Are honest, respectful, courteous and reliable
- Clearly define expectations and deliverables
- Are consistent in decision-making and providing advice
- Are clear & consistent in communication
- Have clear guidelines and processes

RESPONSIVE

WE

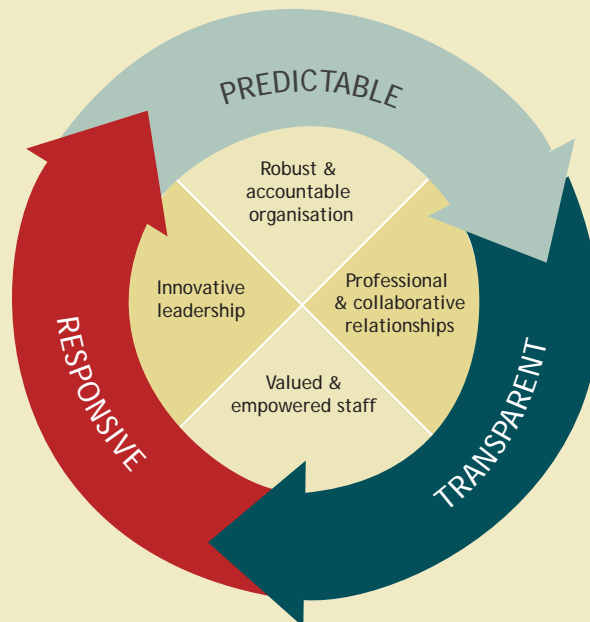
- Listen, acknowledge and commit to the outcome
- Commit to targets and strive to achieve results
- Anticipate priorities and action accordingly
- Provide open and relevant communication to all parties
- Are aware of deadlines and manage accordingly

TRANSPARENT

WE

- Are fair and equitable
- Clearly define expectations and deliverables
- Are honest and promote two-way feedback
- Openly communicate decisions and the 'why'
- Have clear guidelines, processes, decision making and advice

APVMA VALUES



'HOW WE
CHOOSE TO
DO THINGS
AROUND
HERE'

ROBUST AND ACCOUNTABLE ORGANISATION

WE

- Are united, diligent and consistent
- Are accountable—individually and organisationally
- Continually ask, 'what is best for the APVMA?'
- Own our actions and behaviours
- Apply an evidence-based, measured approach to decisions
- Are resilient and positive

PROFESSIONAL AND COLLABORATIVE RELATIONSHIPS

WE

- Work together for the betterment of the organisation
- Foster trust, confidence, resilience and tolerance
- Respect individual roles and capabilities
- Create and maintain partnerships
- Consistently cooperate and reciprocate cooperation

INNOVATIVE LEADERSHIP

WE

- Lead by example—'walk the talk'
- Inspire through information and recognition
- Provide clear direction and sense of purpose
- Develop, support and enable continuous improvement
- Collaborate and provide constructive feedback with all

VALUED AND EMPOWERED STAFF

WE

- Appreciate, respect, recognise and consider all
- Share information and knowledge
- Foster two-way feedback, communication and innovation
- Train employees effectively, offering continual challenges and development



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1 Title

- 1.1 This Agreement is called the APVMA Enterprise Agreement 2011-2014.

2 Objectives

- 2.1 This Agreement aims to facilitate and drive the achievement of APVMA priorities and enhance individual and organisational performance and sustainability. Parties to the Agreement commit to achieving the following objectives during the life of the Agreement:
- proactive and consistent management of performance
 - fostering an attendance culture that is organisationally sustainable
 - cohesive and effective implementation of the reforms flowing from the Better Regulation of Agricultural and Veterinary Medicines
 - cohesive and effective implementation of an Electronic Document and Records Management System (EDRMS)

Proactive—fostering—enhancing—cultivating

- improved individual and organisational accountability
- enhanced change management practices throughout the APVMA
- enhanced learning and development framework
- cultivating innovation to enhance business process improvements
- fostering collaboration and communication, and
- proactively embedding the agreed regulatory posture.

3 Values and Behaviours

- 3.1 The parties to this Agreement are committed to the APS Values and the APS Code of Conduct, as set out in the *Public Service Act 1999* and detailed in APVMA Policies, Procedures and Guidelines.
- 3.2 The parties to this Agreement are committed to proactively embedding the APVMA Values and Behaviours as developed by employees through consultation during 2010.

Predictable—We,

- are honest, respectful, courteous & reliable
- clearly define expectations & deliverables
- are consistent in decision making & providing advice
- are clear and consistent in communicating, and
- have clear guidelines and processes.

Responsive—We,

- listen, acknowledge & commit to the outcome
- commit to targets & strive to achieve results
- anticipate priorities & action accordingly
- provide open & relevant communication to all parties, and
- are aware of deadlines and manage accordingly.

Transparent—We,

- are fair and equitable
- clearly define expectations and deliverables
- are honest and promote two-way feedback
- openly communicate decisions and the 'why', and
- have clear guidelines, processes, decision making and advice.

Robust and Accountable Organisation—We,

- are united, diligent & consistent
- are accountable—individually & organisationally
- continually ask 'what is best for the APVMA?'
- own our actions & behaviours
- apply an evidence-based, measured approach to decisions, and
- are resilient and positive.

Innovative Leadership—We,

- lead by example—'walk the talk'
- inspire through information & recognition
- provide clear direction & sense of purpose
- develop, support & enable continuous improvement, and
- collaborate & provide constructive feedback with all.

Professional and Collaborative Relationships—We,

- work together for the betterment of the organisation
- foster trust, confidence, resilience & tolerance
- respect individual roles & capabilities
- create and maintain partnerships, and
- consistently cooperate and reciprocate communication.

Valued and Empowered Staff—We,

- appreciate, respect, recognise & consider all
- share information & knowledge
- foster two-way feedback, communication & innovation, and
- train employees effectively, offering continual challenges development

3.3 Breaches of the Code of Conduct will be dealt with under procedures established in accordance with Section 15 of the *Public Service Act 1999*.

4 Employee Responsibilities

4.1 All employees covered by this Agreement commit to proactively contributing to the objectives, values and behaviours set out in the Agreement by:

- making themselves familiar with, and upholding the principles and provisions of this Agreement and associated policies, guidelines and procedures
- understanding where their contribution fits and the standards of work and attendance expected

- engaging proactively and constructively in initiatives to enhance productivity and performance and embed changes
- contributing to enhanced organisational performance by actively participating in the Mutually Agreed Achievement Plan (MAAP) process

Upholding—contributing—engaging Participating—building—encouraging

- actively participating in priority APVMA learning and development activities
- having their say in a range of forums, on-the-job and through staff surveys, and
- abiding by all APVMA guidelines, policies and directions.

5 Manager Responsibilities

5.1 Managers will, in addition to meeting their responsibilities as employees:

- provide employees with the support and clarity they require to achieve their performance outcomes efficiently, effectively and ethically
- build organisational capability through providing access to learning and development on-the-job and through more formal mechanisms
- provide regular feedback on performance and attendance expectations and progress toward meeting key expected results
- regularly review and prioritise workloads to ensure that staffing levels and classifications are safe, fair & appropriate to achieve key expected results and APVMA objectives, and
- encourage, acknowledge and reward good performance.

6 Productivity Improvements

6.1 The achievement of the objectives of this Agreement will contribute to productivity savings and improvements including:

- enhanced efficiency and effectiveness in regulatory activities
- a sustainable and highly productive performance and attendance culture
- a reduction in on-going leave liability
- an enhanced return on investment for learning, development and study encouragement initiatives
- enhanced organisational flexibility and responsiveness to change
- enhanced use of technology and systems, and
- continued enhancements to business processes through approaches to continuous improvement.

7 Workload Analysis

7.1 The parties to this Agreement commit to working collaboratively in undertaking a comprehensive analysis of workloads to provide an accurate reflection of resources required to safely and fairly deliver on operational requirements.

8 Organisational Health

8.1 The parties to this Agreement will develop and implement a range of initiatives with the aim of reducing the APVMA's average personal leave rate over the life of the Agreement to no greater than the APS average for personal leave absences. These initiatives may include:

- enhanced reporting and analysis arrangements
- improved guidance, support and training for managers

- early and tailored professional rehabilitation case management intervention to assist employees and managers
- strategies to improve engagement, and
- the promotion of programs to facilitate employee awareness and general health and wellbeing.

9 Coverage

- 9.1 This Agreement is made in accordance with section 172 of the *Fair Work Act 2009* (the FW Act).
- 9.2 This Agreement covers the Chief Executive Officer (CEO) of the APVMA on behalf of the Commonwealth of Australia and non-SES employees employed by the APVMA under the *Public Service Act 1999*, (the PS Act).
- 9.3 Where the Community and Public Sector Union (CPSU) give notice in accordance with subsection 183(1) of the FW Act, Fair Work Australia will note in its decision to approve this Agreement that the Agreement covers the CPSU.

10 Duration

- 10.1 This Agreement will commence operation seven days following notification of approval from Fair Work Australia, and nominally expires on 30 June 2014.

11 Closed Agreement

- 11.1 From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

12 Delegations

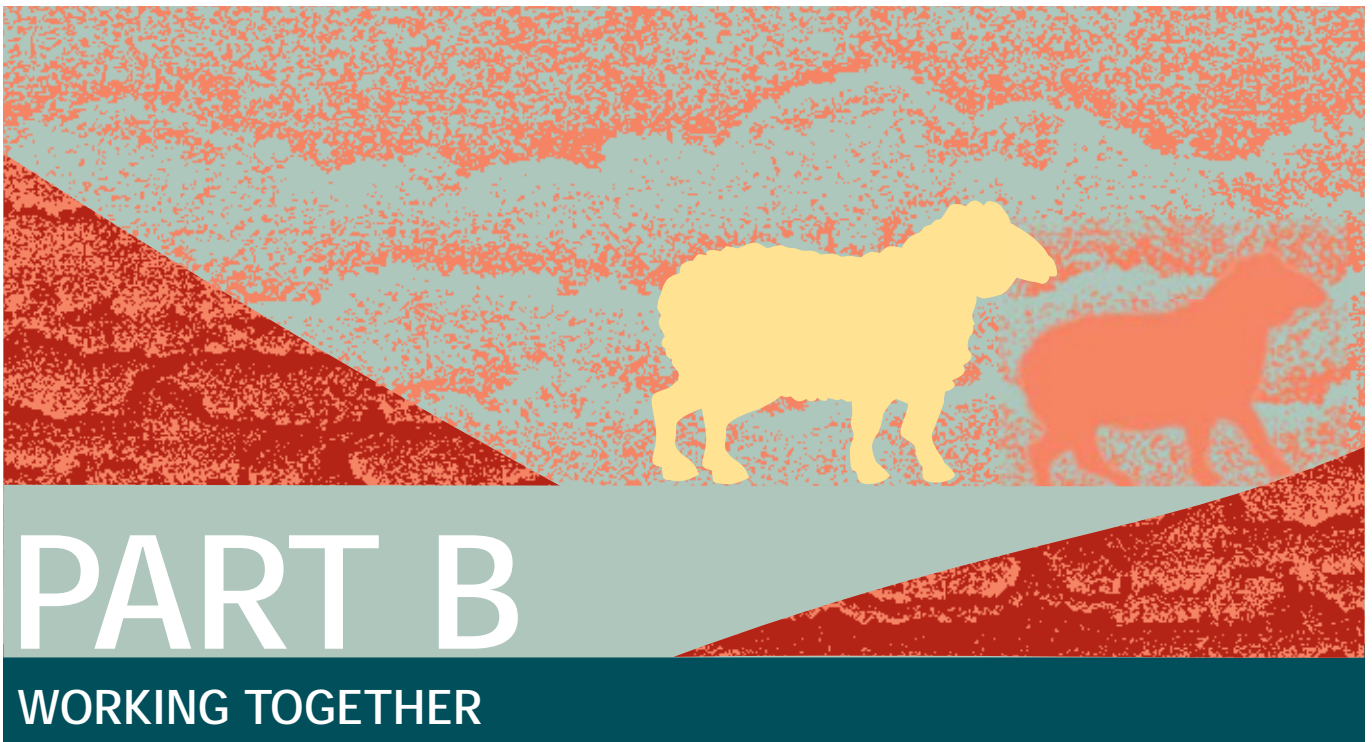
- 12.1 The CEO may delegate to or authorise a person to perform any of the CEO's powers or functions under this Agreement. Details are in the Human Resources Delegations document.

13 Policies and Guidelines

- 13.1 There are guidelines, policies and procedures that prescribe conditions for working in the APVMA. They are not incorporated into and do not form part of this Agreement. These documents may be varied from time to time, in full consultation via the Consultative Committee as outlined in clause 15. If there are any inconsistencies between the guidelines, policies, procedures and the expressed terms of this Agreement, the express terms of this Agreement prevail.

14 Other Legislation

- 14.1 The parties to this Agreement acknowledge that employees covered by this Agreement are subject to the provisions of the following Acts (and regulations or instruments made under Acts) among others:
- *Public Service Act 1999*
 - *Fair Work Act 2009*
 - *Long Service Leave (Commonwealth Employees) Act 1976*
 - *Maternity Leave (Commonwealth Employees) Act 1973*
 - *Superannuation Act 1976*
 - *Superannuation Act 1990*
 - *Superannuation Act 2005*
 - *Superannuation Productivity Benefit Act 1988*
 - *Safety Rehabilitation and Compensation Act 1988*
 - *Occupational Health and Safety Act 1991*.



15 Staff Consultation

- 15.1 APVMA is committed to consulting with employees. A Consultative Committee will facilitate communication, consultation, co-operation and input from staff on matters affecting the workplace.
- 15.2 The Consultative Committee will be consulted on the development or review of any and all APVMA policies, guidelines or other corporate documents relating to matters covered by this Agreement.
- 15.3 The Committee will provide a formal framework through which the views of both staff and their representatives can be communicated and advise the APVMA on these matters. The Committee will comprise the following:
- three APVMA representatives
 - two employees, elected by staff as employee representatives, and
 - one union representative and a workplace delegate nominated by staff who are members of a union party to this Agreement.
- 15.4 The Committee will meet at least once every six months during the life of the Agreement or as required.
- 15.5 Should consultation with the Consultative Committee regarding the development of variation of APVMA policies, guidelines or corporate documents affecting (detrimentally) entitlements referred to in this Agreement result in a dispute between the APVMA and employees, such a dispute may be settled in accordance with the dispute resolution procedures as outlined in clause 17.

16 Consultation on Major Changes

- 16.1 This clause applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made elsewhere in this Enterprise Agreement regarding a specific major change.
- 16.2 Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the CEO must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.
- 16.3 Significant effects include:
- termination of employment;
 - major changes in the composition, operation or size of the APVMA's workforce or in the skills required
 - the elimination or diminution of job opportunities, promotion opportunities or job tenure

- significant alteration in hours of work
- the need to retrain employees
- the need to relocate employees to another workplace, and
- the major restructuring of jobs.

Consulting—communicating Cooperating—collaborating

CEO to discuss major changes

- 16.4 The CEO must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in subclause 16.2, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 16.5 The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in subclause 16.2.
- 16.6 For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The CEO is not required to disclose confidential or commercially sensitive information to the employees.

17 Dispute Resolution

- 17.1 If a dispute relates to a matter arising under this Agreement, or the National Employment Standards (NES), the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee/s and the relevant Manager.
- 17.2 If a resolution to the dispute has not been achieved after discussions have been held in accordance with subclause 1, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.
- 17.3 If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with subclauses 17.1 and 17.2, a party to the dispute may refer the matter to Fair Work Australia.
- 17.4 Fair Work Australia may deal with the dispute in two stages:
- a. Fair Work Australia 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 Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - arbitrate the dispute, and
 - make a determination that is binding on the parties.
- Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that Fair Work Australia 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.
- 17.5 The APVMA, an employee or employees who are a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 17.6 Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the FW Act.
- 17.7 While the parties are trying to resolve the dispute using the procedures in this clause:

- an employee must continue to perform his or her work as he or she would normally in accordance with their agreed Mutually Agreed Achievement Plan, or perform other available work at the same workplace as directed by the CEO, unless;
 - the work is not safe, or
 - applicable occupational health and safety legislation would not permit the work to be performed, or
 - the work is not appropriate for the employee to perform, or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.

Discussing—facilitating—resolving

17.8 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

18 Review of Actions

18.1 The APVMA is committed to high quality, transparent and predictable administrative decision making. An employee is entitled to seek a review of decisions or action in accordance with section 33 of the *Public Service Act 1999* in relation to:

- certain APS promotion decisions, and
- other actions or decisions taken in relation to an employee's employment.

18.2 Review of Actions processes and procedures will be:

- fair and impartial
- completed in a timely manner, and
- consistent with the principles of procedural fairness and consistent with the use of alternate dispute resolution mechanisms where appropriate.

Further details are in the APVMA's Review of Actions Policy.

19 Workplace Diversity

19.1 The APVMA is committed to maintaining a diverse workforce and a workplace that is free from discrimination and harassment. The APVMA's commitment to Workplace Diversity is set out in the Workplace Diversity Plan.

20 Support for Carers

20.1 APVMA will maintain a parenting and carers' room. Use of these facilities is subject to the Family Room Guidelines.

Supporting diversity—respecting representation

21 Right of Entry

21.1 The APVMA recognises and agrees to apply the right of entry provisions of the FW Act in a fair and reasonable manner.

22 Freedom of Association

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

23 Principles for Workplace Delegates

- 23.1 The APVMA recognises the role that union workplace delegates play in the organisation, and commits to facilitating and supporting consultation in accordance with the Principles for Workplace Delegates protocol.
- 23.2 The role of union workplace delegates and other elected union representatives is to be respected and facilitated.
- 23.3 The APVMA and union workplace delegates must deal with each other in good faith.
- 23.4 In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:
- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment
 - recognition by the APVMA that endorsed workplace delegates speak on behalf of their members in the workplace
 - the right to participate in collective bargaining on behalf of those whom they represent, as per the FW Act
 - the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the APVMA during normal working hours
 - the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out'
 - undertaking their role and having union representation on the APVMA's Staff Consultative Committee
 - reasonable access to APVMA facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to APVMA policies and protocols
 - the right to address new employees about union membership at the time they enter employment
 - the right to consultation, and access to relevant information about the workplace and the APVMA, and
 - the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.
- 23.5 In discharging any roles that may involve undertaking union business, the rights of the union workplace delegates include but are not limited to:
- reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace
 - reasonable access to appropriate training in workplace relations matters including training provided by a union, and
 - reasonable paid time off to represent union members in the APVMA at relevant union forums.
- 23.6 In exercising their rights, workplace delegates and unions will consider operational issues, APVMA policies and guidelines and the likely affect on the efficient operation of the APVMA and the provision of services by the Commonwealth.
- 23.7 For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.



24 Performance Framework

- 24.1 All employees are required to actively participate in the Mutually Agreed Achievement Plan (MAAP) process.
- 24.2 The MAAP process has a positive performance approach that stresses personal responsibility, open two-way communication, mutual respect, teamwork, anticipated results and a focus on relationships. MAAPs assist employees, their managers and program managers to develop a shared and mutual understanding of expectations, including:
- the specific task that must be achieved
 - how that task links to the APVMA corporate/operational plans
 - the agreed results that are expected to be achieved, and
 - the desired behaviours to be exhibited to achieve required outcomes.

MAAP—mutual responsibility— Communication—respect—results—relationships

- 24.3 Upon meeting agreed expectations, employees will be eligible for performance progression if they have:
- adhered to the APS Values and Code of Conduct
 - achieved an end-cycle performance rating of 'meets expectations' or higher, and
 - completed the mandatory training requirements set out either in the APVMA Learning and Development strategy or contained within their MAAP.
- 24.4 The following progression will be available in accordance with the relevant performance rating:
- Exceeds Expectations—one increment plus 1% of salary, or 2% if salary has already reached the top increment
 - Meets Expectations—one increment, or 1% if salary has already reached the top increment
 - Requires Development—no increment and mandatory participation in the Performance Improvement Process (PIP-PEP)—(exclusion of new staff).

A mandated flooring provision of the percentage payment is \$600. All percentage payments are a one off lump sum payment only.

- 24.5 Performance progression payments (increments and/or percentage payments) will be made on completion of 12 months service.
- 24.6 The MAAP performance process will be administered in accordance with the APVMA's Performance Management Framework Policy.

25 Recognition and Awards

- 25.1 The APVMA is committed to ensuring that our work environment and practices embed a culture of valuing and recognising the contribution of our people and teams in meeting the organisational objectives.
- 25.2 Eligible employees and teams may be nominated for recognition or achievement awards in accordance with the APVMA's Recognition and Awards Policy.

26 Learning and Development

- 26.1 The APVMA provides learning and development opportunities for employees including:
- induction sessions
 - individual development included in the performance management scheme (MAAP)
 - study encouragement scheme
 - on-line learning
 - seminars, presentations and workshops, and
 - professional development opportunities.

Providing opportunities— Enhancing skills & capabilities

27 Study Encouragement

- 27.1 The APVMA Study Encouragement Scheme is designed to provide mutual benefits to employees and the APVMA. The Study Encouragement Scheme is focused on providing assistance for study activities that closely align to the business needs of the APVMA.
- 27.2 Employees who apply for Study Encouragement will be required to demonstrate how the proposed course of study will contribute to enhanced skills and capabilities both individually and organisationally. Employees will also make a written commitment to use the skills and capabilities they will be developing in their workplace for at least six months following the completion of their unit or course of study. The mutual benefit commitment will be made as part of the application and approval process and in accordance with the Study Encouragement Policy.

28 Recruitment and Selection of Employees

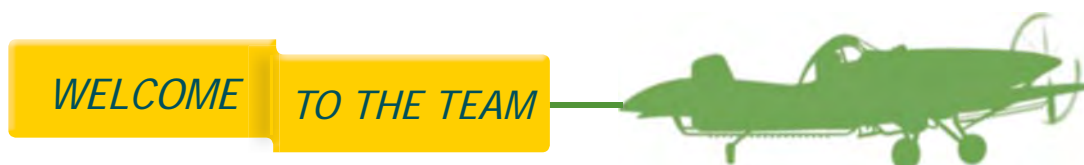
- 28.1 Recruitment and Selection is in accordance with the legislative framework applying to the APS, including the *Public Service Act 1999* and the APVMA's suite of recruitment policies and guidelines.

29 Probation

- 29.1 Employees who are engaged on an on-going basis by the APVMA will normally be on probation for the first six months of their employment.
- 29.2 Details on probation periods and assessments is contained in the APVMA's Probation Guidelines.

30 Induction

- 30.1 All employees engaged for a period of three months or more are expected to actively participate in an induction process. Further details are available in the APVMA's Induction Guidelines.



31 Non-ongoing Employees

- 31.1 Non-ongoing employees are those employed by the APVMA to perform specified duties and/or to complete a specified task or project, or are engaged to perform an ongoing function for a fixed period. The terms and conditions of this Agreement apply unless specifically excluded in their contract of employment or expressly stated in this Agreement.
- 31.2 Due to the finite nature of the employment arrangement, a non-ongoing employee's employment may be terminated by the CEO or delegate:
- at the end of the agreed period of employment
 - earlier than the end of the agreed period of employment if the task, function or project is complete or is no longer required, with appropriate notice
 - if their performance is considered to be unsatisfactory, or
 - through the misconduct provisions of this Agreement.
- 31.3 Non-ongoing employees will be provided with notice of termination in accordance with the provisions of the FW Act. Where applicable the CEO or delegate may choose to offer an employee payment in lieu of notice.
- 31.4 The redundancy provisions outlined in this Agreement are not available to non-ongoing employees regardless of their length of service.

32 Casual Employees

- 32.1 Casual employees are engaged to perform work of an irregular or intermittent nature. The terms and conditions of employment provided for by this Agreement are not available to casual employees unless expressly stated otherwise. A loading of 20% is added to the relevant salary rate in lieu of access to paid leave on public holidays and accruals of personal leave and annual leave.
- 32.2 Casual employees are entitled to three days unpaid compassionate and bereavement leave per occasion.
- 32.3 Casual employees are entitled to two days unpaid personal leave for caring purposes per occasion.
- 32.4 Casual employees to whom this Agreement applies may have their employment terminated by the CEO or delegate.
- 32.5 The APVMA is not required to give notice of termination or make payment in lieu thereof to a casual employee engaged for a short period in accordance with s123 of the FW Act.

33 Professional Memberships

- 33.1 Where it is considered essential for the performance of duties the delegate will approve the funding of employee professional membership expenses.



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34 Health and Wellbeing

- 34.1 APVMA will provide a programme of health and well-being activities for employees. Employees are encouraged to participate in the activities that are promoted by the Health and Wellbeing Committee.
- 34.2 A confidential, professional counselling service is available to help employees resolve personal or work related problems. Details of how to access the Employee Assistance Programme are on the intranet.
- 34.3 APVMA will maintain a workplace gymnasium. Use of these facilities is subject to the membership guidelines.
- 34.4 APVMA will make a contribution to the annual end-of-year function organised by the Social Committee. The CEO will discuss funding arrangements with the Social Committee President.
- 34.5 To assist employees in maintaining a work/life balance, meetings will generally not be scheduled before 9:00am and will conclude by 5:00pm unless otherwise agreed.

Well-being—safe—healthy

35 Occupational Health and Safety

- 35.1 The parties to the Agreement confirm their commitment to ensuring healthy and safe working conditions for employees. The parties to the Agreement agree to implement and support the provisions of the *Occupational Health and Safety Act 1991* and Regulations as the minimum standard for the management and administration of occupational health and safety within the APVMA.
- 35.2 An OH&S Committee or an equivalent consultative body will be maintained, and participation encouraged.

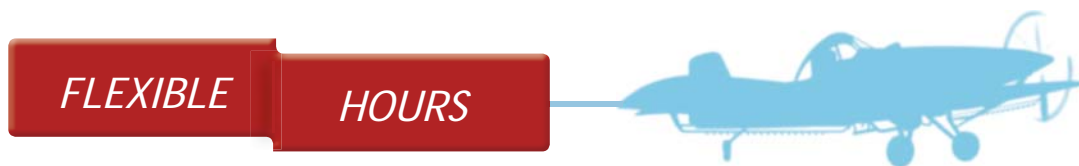
36 Hours of Work

- 36.1 Ordinary hours of work for full-time employees are 7 hours and 21 minutes per day. This equates to a standard week of 36 hours and 45 minutes or 147 hours per four-week settlement period.

- 36.2 The span of hours during which an employee may work his or her ordinary hours is 7am to 7pm Monday to Friday. The span of hours may be varied in special circumstances by agreement between an employee and their Manager.
- 36.3 The standard hours of work are from 8.30am to 12.30pm, and 1.30pm to 4.51pm, Monday to Friday.
- 36.4 The core hours when an employee is required to be on duty are 9:30am to 12:00 noon and 2:00pm to 4:00pm. However, the core hours may be varied with the mutual agreement of the employee and their Manager.
- 36.5 No employee is to work more than 10 hours per day, with the exception of approved overtime. Employees should not work more than five consecutive hours without taking a break of at least 30 minutes.

37 Flextime

- 37.1 Employees at or below the APS 6 classification including part-time employees must use the flex scheme system to record their attendances and absences, in accordance with the APVMA Flextime Policy.
- 37.2 A flextime settlement period is a period of four weeks. A maximum flextime credit of 22.5 hours can be accumulated and carried over from one flextime settlement period to the next.
- 37.3 The employee's Manager in recognition of the employee's contribution to meeting the APVMA's operational demands may approve a carry over limit in excess of 22.5 hours for a full-time employee (or part-time equivalent) for one settlement period.



- 37.4 A maximum of 10 hours debit can be accumulated and carried over from one flextime settlement period to the next. Where an employee has accumulated a debit in excess of the allowable 10 hours (pro rata for a part-time employee) at the end of a settlement period, the excess hours will be treated as an unauthorised absence without pay.
- 37.5 An employee may, with prior approval from their Manager, take no more than three days off per settlement period utilising flextime credits.
- 37.6 An employee may be directed by their Manager to revert to specific hours of work for a specified time if their Manager assesses that operational requirements does not support flex accrual, work performance is unsatisfactory, or they have failed to comply with the flextime provisions.
- 37.7 If an employee has a flex debit upon leaving APVMA the debit will be treated as leave without pay. Flex credits will be paid out upon leaving APVMA up to the maximum credits as outlined in subclause 37.2.
- 37.8 An APS classification employee who is required to work over and above 7hrs 21 mins may be entitled to overtime where it has been pre-approved by the relevant delegate. The rates are set out in clause 78 of this Agreement.

38 Executive Level Flexible Working Arrangements

- 38.1 Employees at the Executive Level 1 and 2 classifications are covered by the APVMA's Executive Level Flexible Working Arrangements Policy.
- 38.2 Executive level employees play a significant role in the achievement of the APVMA's corporate objectives, and often have extra, irregular and non-ongoing demands placed upon them, including working beyond standard hours.
- 38.3 In recognition of this, remuneration for Executive Level employees includes consideration for unspecified ordinary and additional hours, and the increased expectations and contributions required.
- 38.4 Executive Level employees and their Managers are able to agree to flexible working arrangements subject to operational requirements, to enable them to manage their work and other commitments/interests while ensuring they meet the Executive Level expectations of their role.

- 38.5 Subject to prior discussion and agreement by their Manager, an Executive Level employee may be granted Time Off in Lieu (TOIL) where they have contributed additional productive effort, over and above the Executive level expectations of their role.
- 38.6 Managers and employees have a joint responsibility to agree on workloads and work hours and ensure they are fair and appropriate.

*FLEXIBLE**ARRANGEMENTS*

39 Part-time Employment and Job Sharing

- 39.1 A part-time employee is one whose ordinary hours of work are less than 147 over a four week period. Employees who job share will be classed as part-time.
- 39.2 Remuneration and other employment conditions are calculated on a pro-rata basis. For allowances of a reimbursement nature part-time employees receive the same amount as full-time employees.
- 39.3 Either the employee or the APVMA can initiate proposals for part-time work. An employee will only move to part-time employment with the agreement of the CEO or delegate. The CEO or delegate will consider applications in light of personal requirements of the employee and the APVMA operational requirements.
- 39.4 Applications for part-time work will usually only be considered for an agreed fixed period. The pattern of working hours and any variations to the arrangements will be agreed in writing.
- 39.5 A part-time employee will revert to full-time employment at the end of the agreed period, unless a renewal is approved. A renewal application for part-time work must be received by the APVMA as soon as practicable before the conclusion of the part-time agreement. A part-time employee may revert to full-time at any time if the CEO or delegate agrees.
- 39.6 Where a full-time employee is permitted to work part-time for an agreed period, the employee will have a right to revert to full-time employment at the same level, at the conclusion of the agreed period.
- 39.7 Subclauses 39.3 to 39.6 only apply to full-time positions where employees request to work part-time and do not apply to ongoing part-time positions.
- 39.8 Employees working part-time will be entitled to single rate of pay for work undertaken for the difference between their standard day and 7 hours and 21 minutes, and thereafter, the overtime rate applicable to employees working full-time.

40 Home Based Work

- 40.1 The APVMA acknowledges that there may be some (albeit limited) opportunities for home-based work. Applications for home-based work will be determined by the CEO or delegate. Details are in the APVMA's Home Based Work Policy.
- 40.2 Requests for approval for working from home for short-term or ad-hoc instances must be made and approved in advance.

41 Flexible Working Arrangement for Parents

- 41.1 An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours.
- 41.2 The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service.

41.3 A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:

- is a long term casual employee immediately before making the request, and
- has reasonable expectation of continuing employment on a regular and systematic basis.

Note: 'long term casual employee' is defined at s.12 of the FW Act.

Parents—family—return to work

41.4 A request made in accordance with sub clause 41.1 must be in writing and set out details of the change sought and the reasons for the change. The CEO will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.

41.5 For the purposes of this clause:

- 'qualifying service' means service that is recognised for redundancy pay purposes
- 'casual' means an employee engaged on an irregular or intermittent basis.

42 Return to Work after Parental Leave

42.1 On ending parental, maternity, adoption or fostering leave, an employee is entitled to:

- return to the employee's pre-parental/maternity leave duties, or
- if those duties no longer exist—an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement, or
- request flexible work arrangements until their child reaches school age. Employers can refuse the request on reasonable business grounds.

42.2 For the purposes of this clause, duties means those performed:

- if the employee was moved to safe duties because of the pregnancy—immediately before the move, or
- if the employee began working part-time because of the pregnancy—immediately before the part-time employment began, or
- otherwise—immediately before the employee commenced maternity or parental leave.

43 Deferred Salary Scheme

43.1 Employees may apply to purchase six or twelve months additional leave over a period of four years under the Deferred Salary Scheme. Access to the scheme will be subject to approval by the delegate, taking into consideration operational requirements and the qualifying employee having satisfied the applicable requirements outlined in the APVMA's Deferred Salary Scheme Policy.

43.2 The scheme is designed to:

- provide employees with an option to self-fund a period of 6 or 12 months leave
- assist employees to reconcile life and work interests/obligations including time to pursue personal activities such as sport, study, training or lifestyle options
- enhance productivity and job satisfaction through providing an effective career break option, and
- assist in the attraction and retention of valued employees.

44 Phased Retirement

44.1 The APVMA acknowledges the contribution of mature aged employees and provides opportunities for those considering a phased approach to retirement in the APVMA's Flexibilities for Mature Aged Employees Guidelines.



45 Portability of Leave

- 45.1 Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.
- 45.2 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/carers leave (however described) will be recognised.
- 45.3 Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Agency Head may, at the employee's request, recognise any accrued annual leave and personal/carers leave (however described), provided there is no break in continuity of service. Any recognised Annual leave excludes any accrued leave paid out on separation.
- 45.4 For the purposes of this clause: 'APS employee' has the same meaning as the *Public Service Act 1999* and 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

46 Annual Leave

- 46.1 A full-time employee is entitled to 20 days paid annual leave. Annual leave accrues on a pro-rata basis for part-time employees. Annual leave accrues at the rate of 12.25 hours per completed month of service. Annual leave counts as service for all purposes.
- 46.2 An employee with an accrued annual leave credit of 20 days or less may take some or all of their annual leave on half pay. A minimum of five consecutive working days must be taken.
- 46.3 Ongoing employees may cash out annual leave providing they maintain a minimum balance of 20 days or the equivalent if they are part-time employees.
- 46.4 An employee who elects to cash out annual leave will be paid at the rate of pay they would have received if the leave was taken.
- 46.5 Annual leave must be applied for in advance, unless the delegate is satisfied there are exceptional circumstances.
- 46.6 To assist in fostering an attendance culture that is organisationally sustainable and that will assist employees maintain a healthy work/life balance, employees must have an annual leave accrual of no more than 40 days (or part-time equivalent) on 31 December each year.

- 46.7 To assist employees to arrange for and take an appropriate amount of annual leave to ensure they do not exceed the accrual ceiling of 40 days (or part-time equivalent) clause 46.6 will not come into operation until:
- 31 December 2012 for employees who have 59 days or less on the effective date of this Enterprise Agreement, and
 - 31 December 2013 for employees who have 60 days or more on the effective date of this Enterprise Agreement.
- 46.8 Should an agreement not be reached between an employee and their manager to take sufficient annual leave to ensure they are under the ceiling on 31 December each year, the employee will be considered to be on annual leave from the first working day in January until such time as their annual leave accrual is reduced to 40 days (or part-time equivalent).
- 46.9 Employees who have an accrual in excess of 40 days on 31 December but who are on another form of approved leave for four weeks or longer, will have six months from their return to duty to reduce their accrual to 40 days (or part-time equivalent).
- 46.10 Employees who join the APVMA with more than 40 days (or part-time equivalent) annual leave will have six months from commencement date to arrange to take leave to reduce their credit below the 40 day ceiling. These employees will have 12 months from commencement to actually take leave, or cash out leave to ensure their credits are under the ceiling. These employees will then be required to maintain an accrual of no more than 40 days on 31 December in their second year of employment, and each subsequent 31 December.
- 46.11 Employees who join the APVMA with more than 40 days credit who have not reduced their credit below the ceiling within 12 months of commencement will be considered to be on leave from the first working day following the 12 months period until such time as the period of leave brings the credit below the ceiling.
- 46.12 Where an employee is recalled to duty (refer clause 47) while on approved annual leave (or equivalent) and are above the ceiling, the employee will be entitled to an additional six months from the date of being recalled to duty to reduce their credit below the ceiling.

Fostering—attending—refreshing—sustaining

47 Cancelled Leave

- 47.1 Where an employee is recalled to duty while on approved annual leave (or equivalent), the employee will be re-credited with a period of annual leave equivalent to the standard hours of duty worked during the annual leave. Where an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from annual leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable from insurance or from any other sources.

48 Purchased Leave

- 48.1 Employees may apply to purchase up to six weeks (30 days) additional leave per calendar year. Purchased leave must be utilised prior to annual leave credits once purchased leave has been processed.
- 48.2 If an employee purchases over four weeks leave they are required to take at least two blocks of five consecutive days.
- 48.3 If operational requirements or special circumstances prevent the employee from taking the purchased leave, the APVMA will refund any unused purchased leave at the end of the 12-month period. Details are in the APVMA's Purchased Leave Policy.

49 Christmas Closedown

- 49.1 APVMA ceases normal business from 25 December until the first working day following 1 January. During this period employees will not be required for duty for up to a maximum of two working days annually.

- 49.2 The APVMA will observe an additional day within the Christmas-New Year period.
- 49.3 The first closedown day will be a paid holiday and thus will not require deductions from an employees accrued annual leave.
- 49.4 The second closedown day, employees will be required to deduct one day from accrued annual leave or utilise flextime/TOIL credits.
- 49.5 An APS1-6 employee who is required to work on either of those two days will be entitled to receive an overtime payment. Employees required to work on:
- The first closedown day will receive overtime plus the additional Time off Work (TOW) at single time to be used at an agreed later date.
 - The second closedown day will receive overtime and will not be required to utilise leave credits.
- 49.6 An employee required to be on call during the Christmas close down will be entitled to the 'On Call Allowance' as detailed in clause 77.

50 Public Holidays

- 50.1 Employees will be entitled to the following public holidays:
- New Year's Day
 - Australia Day
 - Good Friday
 - Easter Monday
 - Anzac Day
 - 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
 - Boxing Day
 - 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.
- 50.2 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.
- 50.3 The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 50.4 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- 50.5 Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal/carers 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).

51 Long Service Leave

- 51.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 51.2 The minimum period during which long service leave can be taken is seven calendar days (at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

52 Maternity Leave

- 52.1 An employee who is entitled to paid leave under the *Maternity Leave Act 1973* is entitled to an additional two weeks of paid maternity leave under this Agreement. Employees may elect to take all or part of this combined paid leave at half pay. Any such period of leave in excess of 14 weeks will not count as service for any purpose.
- 52.2 An employee returning from maternity leave is entitled to access part-time employment in accordance with the provisions of clause 41 of this Agreement.
- 52.3 An employee who is entitled to paid leave under the *Maternity Leave Act* who is the primary care giver of a dependent child is entitled to a maximum of 52 weeks unpaid leave in addition to the provisions outlined in the *Maternity Leave Act* (not to count as service) from the date of the birth of the dependent child.
- 52.4 In accordance with the FW Act an eligible employee may apply for a further 12 months unpaid leave immediately following the end of the available maternity leave period.

Supporting—nurturing—enabling—families

53 Adoption and Fostering Leave

- 53.1 An employee with 12 months continuous service in the APS who is the adoptive parent and primary carer of a newly adopted child (under 16 years at the day of placement) or the foster parent who has assumed long term responsibility by a permanent fostering arrangement is entitled to 14 weeks paid leave from the date of the placement of the child. Employees may elect to take all or part of this paid leave at half pay. Adoption and fostering leave will be granted where the eligible employee has adopted a child under 16 years at the day of placement, who has not previously lived with the employee for a continuous period of six months or more, and who is not the child of the employee's partner. Details are in the APVMA's Parental and Adoption Leave Policy.
- 53.2 Adoption and fostering leave must be taken within a period commencing one week prior to the date of placement of the child and ceasing no later than six months after the date of the placement of the child.
- 53.3 Where both parents of the adopted or fostered child are employed by the APVMA, the maximum amount of paid leave that can be granted between the two employees is 14 weeks.
- 53.4 In accordance with the FW Act an eligible employee is entitled to 12 months unpaid leave for adoption and fostering purposes.
- 53.5 In accordance with the FW Act an eligible employee may apply for a further 12 months unpaid leave immediately following the end of the available adoption or permanent fostering arrangement leave period.

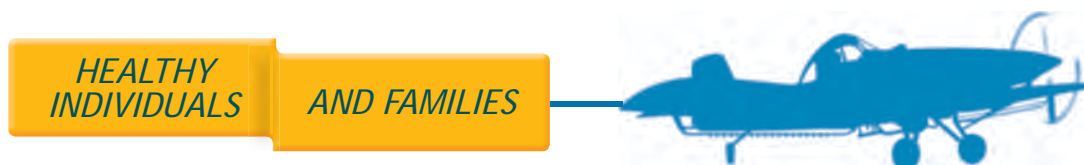
54 Leave for Supporting Parents

- 54.1 Employees will be entitled to leave without pay for the purposes of caring for their newly born, newly adopted or fostered child. This will be known as 'parental leave'. The maximum period of parental leave is 52 weeks over a 66 week period, with the 66 week period commencing on the day of the birth of the child or, in the case of an adopted or fostered child; on the day the employee assumes responsibility for the child. Details are in the APVMA's Parental and Adoption Leave Policy.
- 54.2 Within 12 months of the birth, adoption or fostering of a child an employee who is the child's non-primary care giver and stands in a domestic or household relationship with the child is entitled to be granted two weeks paid parental leave.
- 54.3 An employee may access up to two weeks additional leave on full pay from miscellaneous leave, that can be elected to be taken as leave at half pay.
- 54.4 The maximum period of 52 weeks is reduced by any period of leave taken under sub clauses 54.1 and 54.2.

- 54.5 In accordance with the FW Act an eligible employee may apply for a further 12 months unpaid leave immediately following the end of the available leave period.

55 Personal Leave

- 55.1 Fulltime ongoing employees accrue 20 days paid personal leave for each 12 months of service. Part-time ongoing employees receive a pro rata credit based on their approved hours of work.
- 55.2 Fulltime ongoing employees new to the APS are credited with 20 days paid personal leave on commencement. Part-time ongoing employees receive a pro rata credit based on their approved hours of work.
- 55.3 Fulltime non-ongoing employees receive one month's personal leave (12.25 hours) pro-rata entitlement on engagement, and continue to accrue personal leave monthly on a pro-rata basis, based on 20 days for a full year of service. Part-time non-ongoing employees receive a pro rata credit based on their approved hours of work.



- 55.4 An employee is entitled to apply for personal leave in the following circumstances:
- personal illness or injury
 - 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:
 - a personal illness, or personal injury, affecting the member, or
 - an unexpected emergency affecting the member.
- 55.5 Immediate family member means a spouse, ex-spouse, partner, parent, parent of a spouse, foster parent, step parent, guardian, grandparent, sibling, step brother, step sister, half brother, half sister, child, foster child, grandchild, step child of the employee or the employee's spouse, and a person of the employee's household.
- 55.6 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 9.30am on the day of the absence. Applications for personal leave must be submitted on the first day following return to work.
- 55.7 Medical documentary evidence must be provided for all absences of more than three consecutive days duration, and in certain other circumstances as defined in the APVMA's Personal Leave Policy.
- 55.8 Medical certificates from registered health practitioners (refer Attachment 2-Definitions) will be accepted for the purpose of personal illness, injury or caring responsibilities.
- 55.9 Where it is not reasonably practicable to provide a medical certificate, a statutory declaration made by the employee will be accepted. Where a statutory declaration is made by the employee for personal leave due to illness or injury or for caring purposes, the statutory declaration must include:
- a statement to the effect that the employee has, is, or will be unfit for work during the period because of a personal illness or injury, or
 - a statement to the effect the employee is required to be absent for caring purposes, and
 - a statement outlining the reason/s why it was not reasonably practical for the employee to obtain medical documentary evidence from a registered health practitioner.

NOTE: a person who wilfully makes a false statement in a statutory declaration is guilty of an offence pursuant to the *Statutory Declarations Act 1959* and may be fined or jailed, or both.

- 55.10 Where an employee applies for personal leave for caring purposes, brief written evidence (for example a note of exclusion) from another authority (such as a health provider, school, kindergarten, or child care provider) stating that the employee's dependent requires care because of an illness or injury will be accepted.
- 55.11 Where an employee has an ongoing condition that requires requests for short-term personal leave absences, a written statement or letter from a registered medical practitioner referring to the condition and the medical requirement for short-term absences will be acceptable.
- 55.12 A manager may refuse personal leave, or request appropriate medical documentary evidence to support a current or future application for personal leave, where there is cause to believe that the reasons for such absences are not reasonable or legitimate. If a manager advises a staff member in writing that future applications for personal leave must be supported by medical documentary evidence, that staff member must support any future personal leave requests with such evidence unless advised otherwise in writing by the manager. Should suitable medical documentary evidence not be provided where a manager has advised in writing prior to the leave being taken that such evidence will be required, the absence will be regarded as leave without pay.
- 55.13 Employees who are unfit for duty for one day or longer while on annual, purchased leave, long service leave, or approved flex leave and who produce appropriate medical documentary evidence, may be granted personal leave for the day/s and have the other form of leave re-credited.

56 Compassionate Leave

- 56.1 When a member of an employee's immediate family (refer clause 55.5) contracts or develops a personal illness, or sustains a personal injury that poses a serious threat to his or her life, the employee will be entitled to three days compassionate leave on each 'permissible occasion' on production of satisfactory evidence.

57 Bereavement Leave

- 57.1 When a member of an employee's immediate family (refer clause 55.5) dies the employee will be entitled to three days bereavement leave on production of satisfactory evidence.

Supporting personal needs— Supporting community service

58 Miscellaneous Leave

58.1 Emergency Services leave

- 58.1.1 Employees may be entitled to paid leave to attend an emergency, including reasonable travel and recovery time, as a member of a State Emergency Service, fire fighting service, search and rescue service or any other emergency volunteer service.
- 58.1.2 Employees may be entitled to unpaid leave to attend training activities, including reasonable travel and recovery time, directly linked to their membership or service in a community-based emergency volunteer service in accordance with the APVMA's Miscellaneous Leave Policy.

58.2 Jury Service Leave

- 58.2.1 Employees will be entitled to paid leave to serve as a member of a jury in accordance with the APVMA's Miscellaneous Leave policy.

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

58.3.1 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.

Note: The entitlement to leave for Reserve Service is prescribed under the *Defence Reserve Service (Protection) Act 2001*.

58.3.2 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.

58.3.3 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.

58.3.4 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.

58.3.5 Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.

58.3.6 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.

58.3.7 Eligible employees may also apply forms of leave including Annual leave, long service leave, or leave without pay for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

58.3.8 Employees are to notify Managers at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

58.4 Other Miscellaneous Leave

58.4.1 Miscellaneous leave, including War Service Sick Leave, cultural, ceremonial, and NAIDOC leave, and leave to move house or attend to household or other emergencies may be applied for in accordance with the APVMA's Miscellaneous Leave Policy.

58.4.2 Miscellaneous leave may be granted with or without pay for a purpose not provided for elsewhere in this Agreement on a case-by-case basis by the CEO or delegate and in accordance with the APVMA's Miscellaneous Leave Policy.

58.4.3 Where miscellaneous leave has been granted for more than six months, the affected employee must contact the APVMA at least two months before the period of leave expires in order to discuss their return to work, or the possibility of extending the period of leave. If the employee fails to contact the APVMA, the APVMA may terminate their employment at close of business on the day the employee was due to return to duties.

59 Unauthorised Absence

59.1 If an employee is absent from work without permission all pay and other benefits provided under this Agreement will cease to be available until the employee resumes work or is granted leave. A period of unauthorised absence does not count as service for any purpose.

59.2 If an employee is absent from work without permission the APVMA will contact the employee. If, when contacted, the employee is unable to provide a reasonable explanation for their absence, they will be deemed to be on an unauthorised absence and directed to return to work immediately. If the employee does not return to work after being directed to do so, their employment will be terminated in a manner consistent with the provisions of the *Public Service Act 1999* and the FW Act unless they can clearly justify why this action should be delayed or avoided.



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PART F

CLASSIFICATION AND REMUNERATION

60 Rates of Pay

60.1 In recognition of the productivity gains to be achieved during the period of operation of this Agreement, rates of pay for all APVMA employees will be increased at each pay point of each classification as follows:

- 4% on first full pay period in January 2012, or following commencement, whichever is the latter
- 2.5% on first full pay period in January 2013, and
- 2.5% on first full pay period in January 2014.

60.2 Rates of pay by classification are set out in Attachment 1.



61 Payment of Salary

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

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

62 Salary on Engagement

62.1 A person who is new to the APS or an existing APS employee who is promoted to a job in APVMA will be paid at the minimum pay point of the relevant classification unless the CEO approves payment of a higher salary based on experience and/or qualifications and/or skills.

63 Salary on Promotion

63.1 On promotion, an employee's salary will be payable at the lowest pay point of the salary range attached to the higher classification, but will be at least 3% higher than their nominal APVMA salary immediately prior to promotion.

64 Salary on Movement

- 64.1 Unless the CEO determines otherwise, an existing APS employee moving to the APVMA at the same classification level whose current salary does not match an APVMA pay point for that classification and is below the maximum pay point in the APVMA for that classification will be paid at the next highest pay point within the range of that classification.

65 Graduates

- 65.1 An APVMA graduate will be engaged as an ongoing employee at the minimum pay point of the APVMA Graduate Training Broadband. The Graduate program duration is 24 months. After six months service, APVMA graduates who have received a satisfactory rating in performance appraisals up to that date will advance to the GRD 1.4 increment in the APVMA Graduate Training Broadband.
- 65.2 On completion of 12 months of their training programme APVMA graduates will be assessed by the CEO for advancement within the APVMA Graduate Training Broadband.
- 65.3 On completion of the training programme APVMA graduates will be assessed by the CEO for placement within the APVMA salary structure based on merit, experience, performance, qualifications and skills.
- 65.4 Graduates will not be eligible for Higher Duties Allowance during the course of the training programme.



66 Trainee APS Employees

- 66.1 A Trainee APS employee will undertake a course of training determined by the CEO or delegate and be paid at the minimum pay point of the appropriate APS classification in the APVMA classification structure as determined by the Delegate.
- 66.2 Upon successful completion of his or her training requirements a Trainee will be paid at the appropriate APS classification in the APVMA classification structure as determined by the Delegate.

67 Flexible Remuneration Packaging

- 67.1 Employees have access to flexible remuneration packaging in accordance with legislation and government policy. Employees may sacrifice up to 100% of their remuneration package for all agreed items as prescribed in the relevant Finance Procedures.
- 67.2 Where an employee takes up the option of salary sacrificing/packaging, the employee's salary for the purposes of superannuation, severance and termination payments, and any other purpose, will be determined as if the salary packaging arrangements had not occurred.
- 67.3 The employee must meet any fringe benefits tax incurred as a result of the salary packaging arrangement. The APVMA will meet reasonable, internal administrative costs of operating the salary packaging facility.

68 Salary on Reduction

- 68.1 An employee's classification may be reduced at the employee's request or if the CEO directs.
- 68.2 Reduction by the CEO may occur in the following circumstances as specified in the *Public Service Act 1999*:
- as a sanction in the event of a breach of the APS Code of Conduct
 - where the employee is excess to requirements at the higher classification
 - where the employee lacks or has lost an essential qualification for performing duties at the higher classification

- on the ground of non-performance or unsatisfactory performance of duties at the higher classification, or
- where the employee is unable to perform duties at the higher classification because of physical or mental incapacity.

Flexible—remuneration—packaging

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

69 Junior Rates

- 69.1 Junior rates of pay as a percentage of the APS 1 classification equivalent adult rate of pay will apply as follows:

Under 18 years	60%	At 18 years	70%
At 19 years	81%	At 20 years	91%

70 Superannuation

- 70.1 To facilitate the exercising of superannuation choice, the APVMA will ensure that all employees are fully informed about superannuation arrangements immediately on commencement or recommencement of employment.
- 70.2 The Public Sector Superannuation accumulation plan (PSSap) will be the default fund for eligible employees who do not choose a relevant superannuation fund to receive their superannuation contributions.
- 70.3 The APVMA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 70.4 Where employer contributions are to an accumulation superannuation fund the employer contribution will be 15.4% of the fortnightly superannuation contribution salary. This 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. unable to accept contributions for people aged over 75).
- 70.5 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.
- 70.6 The CEO may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the APVMA's payroll system.

Compulsory employer contributions—choice

71 Band 3 Grandfathering

- 71.1 APVMA employees that were engaged at the Band 3 classification level on the day of 30 June 2007 will be entitled to continue progression as appropriate through the Band 3 Grandfathering salary structure outlined in Attachment 1.

72 Flexibility Clause

- 72.1 The CEO and an employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a. the arrangement deals with one or more of the following matters:
 - arrangements about when work is performed
 - overtime rates
 - penalty rates
 - allowances
 - remuneration, and/or
 - leave, and
 - b. the arrangement meets the genuine needs of the APVMA and employee in relation to one or more of the matters mentioned in paragraph (a), and
 - c. the arrangement is genuinely agreed to by the CEO and employee.
- 72.2 The CEO must ensure that the terms of the individual flexibility arrangement:
- are about permitted matters under section 172 of the FW Act, and
 - are not unlawful terms under section 194 of the FW Act, and
 - result in the employee being better off overall than the employee would be if no arrangement was made.
- 72.3 The CEO must ensure that the individual flexibility arrangement:
- is in writing, and
 - includes the name of the employer and employee, and
 - 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
 - includes details of:
 - the terms of the Enterprise Agreement that will be varied by the arrangement, and
 - how the arrangement will vary the effect of the terms, and
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and
 - states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 72.4 The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 72.5 The CEO or employee may terminate the individual flexibility arrangement:
- by giving no more than 28 days written notice to the other party to the arrangement, or
 - if the CEO and employee agree in writing—at any time.



PART G

PAYMENTS AND ALLOWANCES

73 Higher Duties

- 73.1 An employee who is reassigned duties at a higher non-SES classification level for a period of five consecutive working days or more will be paid a Higher Duties Allowance (HDA) equal to the difference between the employee's current base salary and pay point of the higher classification as determined by the CEO (delegate). The qualifying period of five consecutive working days may be reduced at the discretion of the CEO or delegate.
- 73.2 Where the employee will not be performing the full range of duties of the higher position, he or she may receive payment at a lower salary point nominated by the CEO or delegate.
- 73.3 An employee who is reassigned duties at a higher level in an SES position for a period of five consecutive working days or more will be remunerated at a salary level determined by the CEO.

74 Travel Assistance

- 74.1 An employee undertaking official travel will be entitled to an allowance in respect of accommodation, meal(s), and incidental expenses. The allowance will generally be paid by EFT, prior to the travel, provided the traveller provides at least five working days notice. Expenditure limits are adjusted annually in line with the rates issued by the Australian Taxation Office (ATO) and are available in the relevant Finance procedures.
- 74.2 Where the delegate is satisfied that the accommodation allowance is insufficient to provide accommodation of an appropriate standard the additional amount may be approved by the delegate. This standard is based on a three and a half star quality rating.
- 74.3 For part-day travel, which does not involve an overnight stay, employees travelling on official business for a period of 10 hours or more will be paid a part-day travel allowance of \$52.70. This allowance will be increased annually in July each year, commencing from July 2011, in line with the rates issued by the Australian Taxation Office (ATO).
- 74.4 Employees required to travel overseas for official purposes will be entitled to travel 'business class' or its equivalent, provided that the duration of the flight (i.e. the actual time actually elapsed from departure at the airport) exceeds four hours.
- 74.5 Employees are expected to utilise frequent flyer points acquired through APVMA travel to meet the costs of other APVMA related travel. Frequent flyer points accrued in the course of work related travel, is only to be used for work related travel.

75 Motor Vehicle Allowance

75.1 The CEO or delegate may authorise an employee to use a private vehicle for official purposes if it results in greater efficiency or less expense for APVMA. Details are available in the relevant Finance procedures.

76 First Aid Allowance

- 76.1 Employees who are appointed as First Aid Officers are required to hold a first aid qualification recognised by the APVMA and provide first aid consistent with the skills and knowledge they acquired from training. First Aid Officers will be entitled to payment of a first aid allowance of \$25.12 per fortnight. First aid qualifications recognised by the APVMA include a certificate of St John Ambulance Australia or the Senior First Aid Certificate of the Red Cross Society, Standard A, B or C.
- 76.2 This allowance will be updated in line with the percentage salary increase provided for in clause 60 of this Agreement.

Directed—outside ordinary hours— Contactable—emergency duty

77 On-call Allowance

- 77.1 In some circumstances it may be necessary for a Manager to place an employee On-call.
- 77.2 An employee who is On-call is required to be on duty, and be able to respond within 30 minutes of being contacted and prepared to commence duty without delay.
- 77.3 Unless otherwise approved by the Program Manager or CEO, On-call allowance is not available to Executive Level staff, or employees whose salary exceeds the minimum salary payable at the Executive Level 1 classification.
- 77.4 In recognition of the restrictions placed on an employee who is On-call, the employee will be paid an allowance at the following rates, whether or not they are required to perform duties while On-call:
- 7.5 per cent of the employee's hourly rate of pay for each hour falling between 7.00pm and 7.00am Monday to Friday
 - 10 per cent of the employee's hourly rate of pay for each hour falling between Friday 7.00pm and Monday 7.00am, and
 - 15 per cent of the employee's hourly rate of pay for each hour on public holidays.
- 77.5 Where an employee is required to perform duties, not necessarily within the workplace, while On-call, he/she will be paid overtime payment provisions as detailed in clause 78. On-call allowance is not payable during the overtime period.
- 77.6 The Manager is responsible for determining whether an employee who is On-call is required to commence duties, and to report relevant details of the event to the employees manager.

78 Overtime/Emergency Duty

- 78.1 At the request of and with the prior approval of their Manager, employees at APS 1 to 6 inclusive may be required to work outside of ordinary hours. A request to work overtime must be reasonable and, if appropriate, have regard to the employee's personal circumstances.
- 78.2 Employees required to work outside of ordinary hours (beyond 7 hours 21 minutes in a day) are entitled to either payment of overtime or Time off Work (TOW), calculated at the same rate as overtime is paid. The Manager and the employee will agree which is to be used prior to the overtime being performed. Details on reviewing an operational decision are outlined in the Review of Actions Policy.

78.3 Due to the need to balance the health and safety of employees, overtime is not encouraged as a regular work practice.

78.4 Overtime rates—employees working fulltime will be entitled to the following rates of pay for overtime:

Monday to Saturday	Time and a half for the first three hours each day and double-time thereafter
Sunday	Double-time
Public holiday	Time and a half for duty within the prescribed normal hours and in addition to payment for the public holiday. Double-time and a half beyond the normal hours.
Minimum payment for separate overtime attendances	Where a period of overtime is not continuous with ordinary duty, (i.e. there has been a break of one hour or more) the minimum overtime payment is three hours at the relevant overtime rate.

Part-time employee refer to subclause 39.8.

78.5 Overtime is paid on the basis of hours worked, calculated to the nearest 15 minutes.

78.6 Overtime calculations will be based upon an employee’s salary, before the application of any salary packaging arrangements.

78.7 Employees must have at least eight consecutive hours off duty between finishing overtime and commencing duty again, except in the case of emergency duty. There will be no deductions from the employee’s pay, flex balance or leave credits where the eight hour break overlaps the ordinary hours of duty for the next working period.

78.8 Employees who are directed to resume or continue duties without having had eight consecutive hours off duty will be paid at the double ordinary time rates for the time worked until the required rest relief period occurs.

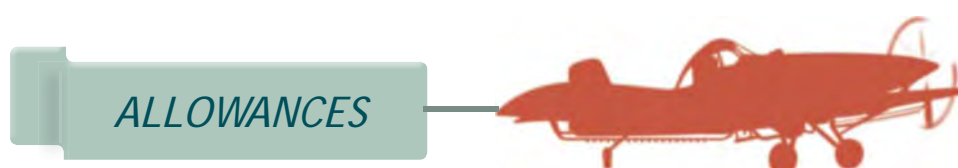
78.9 Employees at APS 1 to 6 inclusive, recalled to duty to meet an emergency, as determined by the APVMA, will be paid for the emergency duty at the rate of double time, and will be paid a minimum of three hours including reasonable travelling time.

79 Meal Allowance

79.1 Meal allowance periods for employees who work through a normal mealtime while working overtime are between 12 noon to 2.00pm and 6.00pm to 7.00pm.

79.2 Meal allowance periods associated with emergency duty are between: 7.00am to 9.00am and midnight and 1.00am.

79.3 Employees will be entitled to a meal allowance payment of \$25.80 that will be adjusted annually in line with the rates issued by the Australian Taxation Office (ATO).



80 Relocation Assistance

- 80.1 Where a person and their dependents are required to move from one locality to another to take up an APVMA position, the APVMA will provide assistance with meeting costs associated with the move. Relocation assistance is in accordance with the APVMA's Relocation Policy.

81 Other Allowances

- 81.1 The CEO may approve the payment of other allowances from time to time. Other allowances will be paid in the manner and circumstances determined by the CEO.
- 81.2 Should there be a change to staffing arrangements that results in employees being located in remote localities as defined in the Australian Public Service Award 1998 the parties to this Agreement commit to developing and implementing an appropriate schedule of allowances.



82 Resignation

82.1 An employee who wishes to resign must provide the APVMA with at least two weeks written notice prior to ceasing employment with the APVMA. An employee and their Manager may agree upon a shorter period of notice.

83 Retirement

83.1 Employees may retire from employment with the APVMA at any time from the age of 55. Employees, including part-time employees, are required to give the APVMA at least two weeks notice in writing of their separation. An employee and their Manager may agree upon a shorter period of notice.

Notice—consultation—options—benefits

84 Redundancy

84.1 Redundancy entitlements are only available to excess employees (other than probationers and non-ongoing employees) in the following circumstances:

- the employee is included in a group of staff in the organisation, comprising a greater number than is necessary for the efficient and economical working of the organisation
- the services of the employee cannot be effectively used because of technological or other changes in the work methods of the organisation or structural or other changes in the nature, extent or organisation of the functions of the organisation, or
- the duties usually performed by the employee are to be performed at another locality and the employee does not wish to relocate to the new locality and the CEO has determined that the redundancy provisions of this Agreement apply to the employee.

84.2 The APVMA will advise any employee who are likely to become excess. Discussions will be held with the affected employee, and, if requested, their representative, to explain the reasons for redundancy. A one month (four week) period will be provided to the affected employee to consider the options including but not limited to:

PART H SEPARATION OF EMPLOYMENT

- redeployment at level, through the APVMA's normal merit selection process
 - redeployment at a lower level, through the APVMA's normal merit selection process, with salary maintenance in accordance with the retention periods outlined in subclause 84.18
 - voluntary redundancy, and
 - involuntary redundancy.
- 84.3 Where the APVMA offers an employee a voluntary redundancy, the employee will have one month within which to accept the offer. Where the offer is accepted the APVMA will not give notice of redundancy before the end of that one-month period, without the agreement of the employee.
- 84.4 Within that month an employee offered a voluntary redundancy will be given information on:
- amount of severance pay, pay in lieu of notice and payment of accrued leave credits
 - amount of accumulated superannuation contributions
 - taxation rules applicable to each form of payment, and
 - level of assistance up to a maximum of \$550 for financial advice.
- 84.5 The APVMA may offer assistance of up to a total cost of \$1,100 for reimbursement of expenses incurred in seeking professional services such as personal counselling and job seeking, subject to approval in advance by the CEO or delegate.
- 84.6 Sub clause 84.4 and 84.5 entitlements may be varied on a case-by-case basis upon application subject to the delegate's approval.
- 84.7 Only one offer of voluntary redundancy will be made to an excess employee.
- 84.8 Where the offer is accepted, the CEO or delegate will provide the employee with four weeks (or five weeks for an employee over 45 with at least two years continuous service) notice of separation or a lesser period agreed with the employee. The unexpired portion of the notice period may be paid out, with the approval of the CEO.
- 84.9 An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the CEO under s.29 of the *Public Service Act 1999* on the grounds that he/she is excess to the requirements of the agency, is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).
- 84.10 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- 84.11 The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
- 84.12 Where the CEO is satisfied that there is insufficient productive work available for the employee within the APVMA during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:
- The CEO may terminate the employee's employment under s29 of the *Public Service Act 1999*, and
 - Upon termination, the employee will be paid a lump sum comprising:
 - the balance of the retention period (as shortened for the National Employment Standards under subclause 84.19 (Retention periods) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
 - the employee's NES entitlement to redundancy pay.
- 84.13 The salary on which the redundancy severance benefit will be calculated will be the employee's salary on the date of redundancy including any allowances that count as salary and any higher duties allowance, providing that the allowance had been paid for a continuous period in excess of 12 months immediately preceding the date on which the employee is declared to be excess. The severance benefit will be calculated on a pro rata basis for any periods of service where an employee has worked part-time hours.
- 84.14 Service for the purpose of the redundancy severance benefits means:
- service in the APVMA
 - Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*

- service with the Commonwealth (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
- service with the Australian Defence Forces
- service in another organisation where:
 - an employee was transferred from the APS to that organisation with a transfer of function, or
 - an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APVMA, and
 - such service is recognised for Long Service Leave purposes.

SAFE AND

HEALTHY



- 84.15 For earlier periods of service to count as continuous service 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, 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*.
- 84.16 Any period of service which ceased by way of retrenchment; retirement on the grounds of invalidity, inefficiency or loss of essential qualifications, forfeiture of office, dismissal; termination of probation appointment for reasons of unsatisfactory service; or voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit, will not count as service for redundancy severance benefit purposes.
- 84.17 Absences from work, which do not count as service for Long Service Leave purposes, will not count as service for severance pay purposes.
- 84.18 An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention:
- 56 weeks where the employee has 20 years or more service or is over 45 years of age, or
 - 30 weeks for all other employees.
- 84.19 If an employee is entitled to a redundancy payment under the NES, the retention period at subclause 84.18 will be reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
- 84.20 The retention period commences on the day on which an employee is formally notified in writing that they are an excess employee.
- 84.21 The retention period will not be extended by any periods of leave.
- 84.22 An employee may not be excess for a period greater than the maximum retention periods specified above.
- 84.23 Excess employees are required to compete for vacant positions through the APVMA's normal merit selection process. Where an employee obtains other employment, (either internally or externally to the APVMA) they are no longer excess and subclauses 84.26 to 84.29 (Involuntary Redundancy) no longer apply.
- 84.24 Under the *Public Service Act 1999*, the CEO can reduce an excess employee to a lower classification with or without the employee's consent. Where such a reduction in classification of an excess employee occurs, the employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.

PART H SEPARATION OF EMPLOYMENT

- 84.25 Where an employee is successful in obtaining an ongoing position at a lower level within the APVMA, before the end of the retention period, the employee will receive income maintenance payments for the remainder of the retention period. At the end of the retention period, the employee's salary will reduce to that applicable on the appointment to the new lower level position.
- 84.26 An employee who is made involuntarily redundant will have their employment terminated by the CEO under s.29 of the *Public Service Act 1999* on the grounds that they are excess to requirements.
- 84.27 An excess employee who is made redundant in accordance with this section will be eligible for payment of all accrued annual leave and long service leave calculated to the end of the retention period. A 'payment in lieu of notice' period not worked by the employee that is exempt from accrual leave provisions may be negotiated between the delegate and the individual.
- 84.28 Where an excess employee is made redundant involuntarily, the CEO or delegate will give the employee four weeks notice (or five weeks notice for an employee over 45 with at least two years continuous service) of separation, to be served (as far as practicable) concurrently with the retention period.
- 84.29 The CEO or delegate will not make an employee involuntarily redundant where there is another employee doing the same work at the same level who is seeking voluntary retrenchment and the excess employee can demonstrate the same level of performance and expertise as the employee who is seeking voluntary retrenchment.
- 84.30 The APVMA may provide employees likely to be subject to the redundancy provisions of this Agreement with an accelerated separation option. This option provides, in addition to the redundancy severance benefit, a payment of four weeks salary (or, if the employee has more than two years' continuous service and is over 45 years old, five weeks' salary) in lieu of any further consultation or notice of termination where the excess employee agrees to termination of employment, and the employment is so terminated within 14 days of receiving an offer of voluntary redundancy. The payments made under this clause are inclusive of any award or statutory entitlement to payment in lieu of notice.

85 Termination of Employment

- 85.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those:
- in Part 3-2 of the FW Act
 - under other Commonwealth laws (including the Constitution), and
 - at common law.
- 85.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures set out in clause 17 of this Agreement.
- 85.3 Nothing in this Agreement prevents the CEO (delegate) from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with s123 of the FW Act, subject to compliance with the procedures established by the CEO for determining whether an employee has breached the APS Code of Conduct under section 15 of the *Public Service Act 1999*.



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Attachment 1—Rates of Pay

Classification and Increment	Effective 2011
APS 1	
1.1	42595
1.2	43678
1.3	44761
APS 2	
2.1	47337
2.2	48858
2.3	50380
2.4	51902
APS 3	
3.1	52362
3.2	54043
3.3	56728
3.4	58997
APS 4	
4.1	59413
4.2	61428
4.3	63441
4.4	65456
APS 5	
5.1	67470
5.2	70825
5.3	72932
5.4	74123
APS 6	
6.1	76701
6.2	79216
6.3	81736
6.4	84252
6.5	85624

Classification and Increment	Effective 2012 4%	Effective 2013 2.5%	Effective 2014 2.5%
APS 1			
1.1	44299	45406	46541
1.2	45425	46561	47725
1.3	46551	47715	48908
APS 2			
2.1	49230	50461	51723
2.2	50812	52083	53385
2.3	52395	53705	55048
2.4	53978	55328	56711
APS 3			
3.1	54456	55818	57213
3.2	56205	57610	59050
3.3	58997	60472	61984
3.4	61357	62891	64463
APS 4			
4.1	61790	63334	64918
4.2	63885	65482	67119
4.3	65979	67628	69319
4.4	68074	69776	71520
APS 5			
5.1	70169	71923	73721
5.2	73658	75499	77387
5.3	75849	77746	79689
5.4	77088	79015	80990
APS 6			
6.1	79769	81763	83807
6.2	82385	84444	86555
6.3	85005	87131	89309
6.4	87622	89813	92058
6.5	89049	91275	93557

Classification and Increment	Effective 2011
EL 1	
EL 1.1	92811
EL 1.2	95664
EL 1.3	98687
EL 1.4	101646
EL 1.5	104514

EL 2	
EL 2.1	108923
EL 2.2	112282
EL 2.3	115806
EL 2.4	121680
EL 2.5	124959

Grand Fathering	
GF5.1	67470
GF5.2	70825
GF5.3	72932
GF5.4	74123

Graduate Training Broadband	
GRD1.1	52362
GRD1.2	54043
GRD1.3	56728
GRD1.4	58997
GRD1.5	59413
GRD1.6	61428
GRD1.7	63441
GRD1.8	65456
GRD1.9	67470
GR1.10	70825
GR1.11	72932
GR1.12	74123

Classification and Increment	Effective 2012 4%	Effective 2013 2.5%	Effective 2014 2.5%
EL 1			
EL 1.1	96523	98937	101410
EL 1.2	99491	101978	104527
EL 1.3	102634	105200	107830
EL 1.4	105712	108355	111064
EL 1.5	108695	111412	114197

EL 2			
EL 2.1	113280	116112	119015
EL 2.2	116773	119693	122685
EL 2.3	120438	123449	126535
EL 2.4	126547	129711	132954
EL 2.5	129957	133206	136536

Grand Fathering			
GF5.1	70169	71923	73721
GF5.2	73658	75499	77387
GF5.3	75849	77746	79689
GF5.4	77088	79015	80990

Graduate Training Broadband			
GRD1.1	54456	55818	57213
GRD1.2	56205	57610	59050
GRD1.3	58997	60472	61984
GRD1.4	61357	62891	64463
GRD1.5	61790	63334	64918
GRD1.6	63885	65482	67119
GRD1.7	65979	67628	69319
GRD1.8	68074	69776	71520
GRD1.9	70169	71923	73721
GR1.10	73658	75499	77387
GR1.11	75849	77746	79689
GR1.12	77088	79015	80990

Attachment 2—Key Terms Defined

Agreement	The Australian Pesticides and Veterinary Medicines Enterprise Agreement 2011-2014.
APS	The Australian Public Service.
APVMA	The Australian Pesticides and Veterinary Medicines Authority as represented by the CEO or delegate(s).
Casual employee	An APVMA employee engaged for duties that are irregular and intermittent.
CEO	Chief Executive Officer of the APVMA.
Consultation	The exchange of information with a view to promoting constructive workplace relations and providing opportunities to contribute in a real and meaningful way to decisions that affect an employees working life.
CPSU	Community and Public Sector Union.
Employee	A member of staff of the APVMA employed under the <i>Public Service Act 1999</i> and paid by the APVMA through the payroll system, whose employment is covered by this Agreement, whether they are employed on an ongoing, non-ongoing, full-time, part-time or casual basis.
Employer	The APVMA represented by the CEO or delegate(s).
Graduate	A Graduate APS employee.
Immediate family	With respect to compassionate and bereavement leave includes a spouse, ex-spouse, partner, parent, parent of spouse, foster parent, step parent, guardian, grandparent, sibling, step brother, step sister, half brother, half sister, child, foster child, grandchild, step child of the employee or the employee's spouse, and a person of the employee's household. 'Spouse' includes a de facto spouse, a former spouse or a former de facto spouse. 'De facto spouse' means a person to the employee who lives with the employee as the employee's husband or wife on a genuine domestic basis although not legally married to the employee. 'Child' includes an adopted child, a stepchild, an ex-nuptial child, or an adult child.
Manager	An employee who has operational responsibility for managing an employee or employees of the APVMA.
Non-ongoing employee	An employee engaged for a specific period, the duration of a specified task or duties that are irregular or intermittent, as defined by the <i>Public Service Act 1999</i> .
Non-SES employees	APVMA employees from the APS 1 classification up to and including EL2 classification.
Ongoing employee	Ongoing employment as defined by the <i>Public Service Act 1999</i> .
Parties to this Agreement	The APVMA, employees covered by this Agreement and any union party to this Agreement.

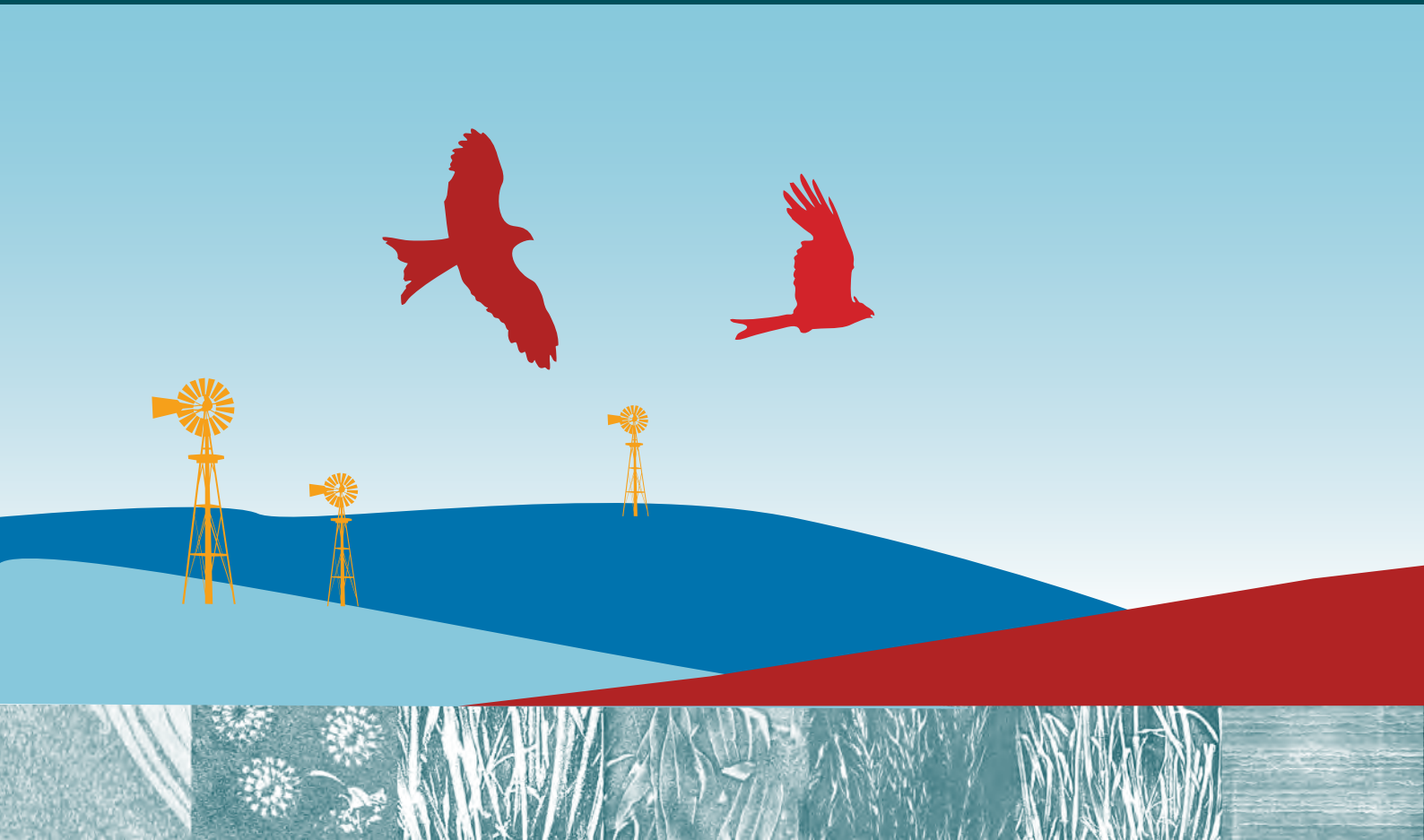
Registered Health Practitioner	Registered health practitioners include: <ul style="list-style-type: none"> • pharmacists • chiropractors • dentists • medical practitioners • midwives • nurses • optometrists • osteopaths • physiotherapists • podiatrists • psychologist and • occupational therapists.
Salary	The employee's annual rate of pay under this Agreement set in accordance with Attachment 1 of this Agreement.
SES	A Senior Executive Service employee under section 34 of the <i>Public Service Act 1999</i> .
Substantive	An employee's permanent classification level.
TOIL	Time off in Lieu.
TOW	Time off Work.
Work Level Standard (WLS)	Describes the work of an employment group and the various work levels (classifications) within that group.



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