



**FOOD STANDARDS**  
Australia New Zealand  
Te Mana Kounga Kai – Ahitereiria me Aotearoa

**An Agreement for the  
Employees of  
Food Standards Australia New Zealand  
2016-2019**

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## **PART A: SCOPE OF THE AGREEMENT**

### **AGREEMENT TITLE**

1. This Enterprise Agreement (EA), made in accordance with Part 2-4 – Enterprise agreements of the *Fair Work Act 2009* (FW Act), will be known as "An Agreement for the Employees of Food Standards Australia New Zealand 2016-2019".

### **OBJECTIVES**

2. The objectives of the EA are to:
  - a. deliver a flexible and competitive employment framework to staff
  - b. maintain a strong commitment to the health, safety and wellbeing of staff
  - c. foster an environment of quality, high performing and innovative individuals and teams, and
  - d. build and support effective systems and a diverse and skilled workforce.

### **EFFECT AND DURATION OF THIS AGREEMENT**

#### **Parties covered by the Agreement**

3. The EA covers all employees employed in Australia by FSANZ under the *Public Service Act 1999* (PS Act), other than Senior Executive Service employees or employees whose salary is not paid or funded by Food Standards Australia New Zealand (FSANZ).

#### **Duration**

4. The EA will come into operation seven days after the date of approval by the Fair Work Commission and shall nominally expire three years after the day of commencement.

### **GUIDELINES AND POLICIES**

5. Any guidelines, policies or procedures referred to in this EA are not incorporated into, and do not form part of, this EA. A term of this EA prevails to the extent of any inconsistency with a guideline, policy or procedure.

Note: Further information of the operations of this EA can be found in the following FSANZ policies and procedures:

- the terms of reference for the Staff Forum and Workplace Consultative Committee
- FSANZ Attendance and leave policy and procedures
- Remuneration policy
- Working from home – Teleworking policy
- Travel policies and procedures
- Studybank policy
- Probation policy
- Performance Management policy and procedures

## INDIVIDUAL FLEXIBILITY ARRANGEMENTS

[*Fair Work Regulations 2009*, regulation 2.08]

6. The Chief Executive Officer and an employee covered by this EA may agree to make an individual flexibility arrangement to vary the effect of terms of the EA if:
  - a. the agreement deals with one or more of the following matters:
    - i. arrangements about when work is performed
    - ii. overtime rates
    - iii. penalty rates
    - iv. allowances
    - v. remuneration, and/or
    - vi. leave and leave loading, and
  - b. the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a), and
  - c. the arrangement is genuinely agreed to by the employer and employee.
7. The employer must ensure that the terms of the individual flexibility arrangement:
  - a. are about permitted matters under section 172 of the FW Act, and
  - b. are not unlawful terms under section 194 of the FW Act, and
  - c. result in the employee being better off overall than the employee would be if no arrangement was made.
8. The employer must ensure that the individual flexibility arrangement:
  - a. is in writing, and
  - b. includes the name of the employer and employee, and
  - c. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee, and
  - d. includes details of:
    - i. the terms of the EA that will be varied by the arrangement,
    - ii. how the arrangement will vary the effect of the terms, and
    - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and
  - e. states the day on which the arrangement commences.
9. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
10. The employer or employee may terminate the individual flexibility arrangement:
  - a. by giving no more than 28 days written notice to the other party to the arrangement, or
  - b. if the employer and employee agree in writing — at any time.

## **ADMINISTRATIVE ARRANGEMENTS FOR DISCUSSIONS WITH STAFF**

11. FSANZ will maintain both the Staff Forum and a Workplace Consultative Committee. FSANZ will consult with, and take into account the views of, staff on issues relating to the implementation and operation of this EA, that is, issues affecting the employment conditions of employees.

## **DELEGATIONS**

12. All powers and functions under this EA may be delegated. Any reference in this EA to the Chief Executive Officer may be read as a reference to a delegate of that person.
13. Where a power or function is delegated, the person making the delegation may issue directions on how that power or function is to be exercised.

## **PART B: CONSULTATION**

14. This term applies if FSANZ:
  - a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees, or
  - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.
15. For a major change referred to in clause 14a:
  - a. FSANZ must notify the relevant employees of the decision to introduce the major change, and
  - b. clauses 16 to 22 apply.
16. The relevant employees may appoint a representative for the purposes of the procedures in this term.
17. If:
  - a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
  - b. the employee or employees advise FSANZ of the identity of the representative FSANZ must recognise the representative.
18. As soon as practicable after making its decision, FSANZ must:
  - a. discuss with the relevant employees
    - i. the introduction of the change
    - ii. the effect the change is likely to have on the employees, and
    - iii. measures FSANZ is taking to avert or mitigate the adverse effect of the change on the employees
  - b. for the purposes of the discussion—provide, in writing, to the relevant employees:
    - i. all relevant information about the change including the nature of the change proposed
    - ii. information about the expected effects of the change on the employees, and
    - iii. any other matters likely to affect the employees.
19. However, FSANZ is not required to disclose confidential or commercially sensitive information to the relevant employees.
20. FSANZ must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
21. If a term in this EA provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out clauses 15a and clauses 16 and 18 are taken not to apply.

22. In this term, a major change is likely to have a significant effect on employees if it results in:
- a. the termination of the employment of employees, or
  - b. major change to the composition, operation or size of FSANZ's workforce or to the skills required of employees, or
  - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure), or
  - d. the alteration of hours of work, or
  - e. the need to retrain employees, or
  - f. the need to relocate employees to another workplace, or
  - g. the restructuring of jobs.
23. For a change referred to in clause 14b:
- a. FSANZ must notify the relevant employees of the proposed change, and
  - b. clauses 24 to 28 apply.
24. The relevant employees may appoint a representative for the purposes of the procedures in this term.
25. If:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
  - b. the employee or employees advise FSANZ of the identity of the representative,
  - c. FSANZ must recognise the representative.
26. As soon as practicable after proposing to introduce the change, FSANZ must:
- a. discuss with the relevant employees the introduction of the change, and
  - b. for the purposes of the discussion—provide to the relevant employees
    - i. all relevant information about the change, including the nature of the change
    - ii. information about what the employer reasonably believes will be the effects of the change on the employees
    - iii. information about any other matters that the employer reasonably believes are likely to affect the employees
  - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
27. However, FSANZ is not required to disclose confidential or commercially sensitive information to the relevant employees.
28. FSANZ must give prompt and genuine consideration to matters raised about the change by the relevant employees.
29. In this term **relevant employees** means the employees who may be affected by a change referred to in clause 14.



## **PART C: EMPLOYMENT CONDITIONS – GENERAL**

### **HOURS OF WORK**

#### **Hours of Duty and Bandwidth**

30. Ordinary hours of duty for full-time employees are 7 hours 30 minutes per day, or 150 hours over a four week period (the “settlement period”). The hours of duty for part-time employees are the hours stated in the employee’s part-time work agreement.
31. The bandwidth of hours in which an employee may work ordinary hours of duty is 7:00 am to 8:00 pm Monday to Friday.
32. The official standard hours of operation are 8:30 am to 5:00 pm, with one hour for lunch, Monday to Friday.
33. The pattern of hours by which an employee meets the hours of duty is subject to operational requirements and the agreement of the relevant manager. However, an employee:
  - a. will not be expected to work more than ten hours of ordinary time on any day, and
  - b. must take a meal break of at least 30 minutes after five consecutive hours of duty.
34. Where an employee requests to work outside the bandwidth, the employee may do so, subject to clause 33. However, any hours worked on this basis will be considered “ordinary hours” and not attract additional duty rates.

#### **Flexitime Scheme**

35. The flexitime scheme applies to full-time employees at the APS1-6 classification level. Hours worked in excess of ordinary hours may be accumulated as flexitime and carried over from one settlement period to the next.
36. The pattern of hours by which eligible employees meet their required hours of duty is subject to operational requirements.
37. When it is necessary to do so because of essential work requirements, managers may require an employee or group of employees in a workplace to work standard hours for a specific period.
38. The maximum flexitime credit that may be carried over from one settlement period to the next is 37.5 hours. Hours in excess of the maximum may, with the approval of the employee’s manager, be:
  - a. carried over if a strategy has been agreed to reduce the credit below 37.5 hours in the next settlement period, or
  - b. cashed out at ordinary time rates at the end of the settlement period.

39. The maximum flexitime debit an employee may accumulate and carry over from one settlement period to the next is 10 hours. In circumstances where the maximum debit is exceeded at the end of a settlement period:
  - a. the employee will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period, or
  - b. should this not occur, the amount by which the maximum is exceeded shall be treated as leave without pay and an appropriate deduction made from the employee's pay.
40. Where it is reasonably considered that an employee has failed to comply with the provisions of flexitime, the Chief Executive Officer may direct the employee to work standard hours (as per clause 32) and remove the employee's access to flexitime for a specified period.

#### *Part-time employees*

41. Where a part-time employee has been asked to work additional hours beyond their set pattern of hours and the employee has approval to access the flexitime scheme, that employee will be subject to the same flexitime conditions as a full-time employee.

#### *Executive Level employees*

42. Flexitime is not available to Executive level employees. Executive level staff (and equivalents) may negotiate flexible working arrangements, including variations in the patterns of hours and part-time work, with the relevant manager.

Note: Further information on the flexitime scheme can be found in the FSANZ Attendance and Leave policy.

#### **Part-time Work**

43. A part-time employee is one who has made an individual part-time work agreement with their manager and who:
  - a. regularly works less than full-time ordinary hours, and
  - b. has a reasonably predictable pattern of hours of work.
44. Remuneration and other conditions for part-time employees will be calculated on a pro rata basis, apart from expense related allowances, where a part-time employee will receive the same amount as a full-time employee.
45. The pattern of hours for part-time work will be agreed between the employee and their manager in the form of an individual part-time work agreement subject to periodic review and operational requirements. Any variations to an employee's pattern of hours will be in writing.
46. A part-time employee may not vary their hours for a period of one week or less. Changes in hours for these periods should be accommodated via alternative arrangements as agreed with their manager.

#### **Additional Duty and Time Off in Lieu**

47. Additional duty refers to work performed outside the bandwidth of hours (as per clause 31) or in excess of 10 hours per day (Monday to Friday).

48. APS1-6 level employees (or equivalent) may be entitled to be compensated in the form of Time Off In Lieu (TOIL) or payment for the additional duty. However, additional duty compensation does not apply to additional hours carried out voluntarily.
49. Employees are entitled to refuse to work additional hours if they are unreasonable in accordance with section 62 of the FW Act.
50. TOIL is calculated at the following rates:
  - a. Monday to Saturday - time and one half
  - b. Sunday and public holidays - double time.
51. Part-time employees at the APS1-6 level (or equivalent) may be recompensed for additional duty:
  - a. performed at the direction of management
  - b. that is not continuous with the employee's agreed or specified hours of work, and/or
  - c. that is beyond the total hours specified in the employee's part-time work agreement over a settlement period, unless the part-time employee has an agreement in place with their manager to access flexitime.
52. Executive Level employees may be provided with time off in compensation for additional hours worked, in addition to any negotiated flexible working arrangements. Time off will be on a reasonable basis, however will not be granted on an hour for hour basis.
53. A manager may approve the use of taxis by an employee for after-hours work, as part of their overall Work Health and Safety (WHS) responsibility.

### **Family Care Assistance**

54. Where an employee is required to work outside their normal working hours, including where the employee has been recalled to duty, the employee's manager may consider reimbursement of the cost of additional family care expenses incurred by the employee as a result of the additional work. Such reimbursement will usually only be made with prior written approval.
55. Part-time employees may also have specific family arrangements in place and should be consulted on the likely impact any request to remain on duty might have on their family obligations.

### **Working from Home**

56. An employee may be approved to work from home. The work from home request may be for a regular, temporary or intermittent arrangement, but is subject to operational requirements.

Note: Further information on working from home arrangements is available in the Working from home -teleworking policy.

## **PART D: REMUNERATION AND SALARY ADVANCEMENT**

### **Timing and Quantum of Salary Increases**

57. Salary rates, as per Attachment B, will increase with effect on:
- a. The beginning of the first full pay period after the date of commencement of the EA – increase of 3%
  - b. one year following the commencement of the EA – 2%
  - c. two years following the commencement of the EA – 1%.

### **Payment of Salary**

58. An employee's annual salary, as per Attachment B, will be salary for all purposes. Annual salary will be paid fortnightly and the fortnightly rate of pay will be based on the following formula:

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

### **Overpayments**

59. Where an employee is overpaid an amount of salary or other benefits, the overpayment will be recovered.

Note: Further details are provided in the Chief Executive Officer Instructions.

### **Salary on Commencement**

60. Where an employee commences at FSANZ salary will be payable at the minimum point of the salary range applicable to the position classification. However, the Chief Executive Officer may authorise payment of salary above the minimum point in the range, having regard to the experience, qualifications and skills of the employee, and the employee's ability to make a substantial contribution to FSANZ from the date of commencement.
61. If an employee's salary is set at an incorrect salary point at the time of commencement, the Chief Executive Officer may determine the correct pay point to apply in order to correct any anomaly or misunderstanding that may have occurred.
62. Where an employee moves to FSANZ and the employee's current salary from the previous APS employer exceeds the maximum salary offered by FSANZ at the equivalent classification level in this EA, the Chief Executive Officer may authorise that the employee's current rate of salary be maintained until such time as it is absorbed by FSANZ pay increases.

## **Salary Advancement within Classification Levels**

63. Salary advancement within all classification levels will occur from the first full pay period after 1 January each year, and:
- a. completion of the requirements of the FSANZ performance management and development scheme (PMD)
  - b. performance of duties at the employee's substantive level or above within FSANZ, for an aggregate of six months or more within the PMD cycle
  - c. achievement of at least a Fully Effective rating, or
  - d. the advancement provisions applying to specific groups of staff as outlined in this Section.

## **Salary Advancement for Probationers**

64. All ongoing employees engaged by FSANZ must undergo a minimum three month probation period. The minimum period of probation may be extended to a maximum of six months. Non-ongoing employees, with contracts to work six consecutive months or more, are also subject to the same probation conditions as ongoing employees.
65. Employees on probation will be eligible for salary advancement from the date they cease to be a probationer and subject to clause 63.

Note: Further information is available in the FSANZ Probation policy

## **Salary Advancement for Non-Ongoing Staff**

66. Non-ongoing employees will be eligible for salary advancement where they have been engaged to perform the same duties continuously for six months at the same classification during the PMD cycle. Non-ongoing employees are subject to the same qualifying ratings under the PMD as ongoing staff.
67. This clause does not affect the Chief Executive Officer's discretion to determine salary on the commencement of each period of engagement.

## **Arrangements for Specific Classifications**

### *Executive Level 2*

68. A Section Manager (an EL2 designated as Section Manager by the Chief Executive Officer) will commence at the EL2.5 point of the salary scale. An employee who is directed to act as a Section Manager will be paid at the EL2.4 salary point.
69. Subject to clause 68, a non-Section Manager Executive Level 2 employee cannot move beyond the EL2.3 salary point.

### *Legal Officers*

70. Salary advancement for legal officers will occur in accordance with Attachment C.
71. Advancement to the Legal 2 classification will be based on a formal merit selection process and salary advancement within each level will be made in accordance with Attachment C.

## **Review of Assessment**

72. Where a staff member has sought a review of their assessment under the PMD and the review is subsequently upheld, salary advancement will occur from the appropriate January advancement date.

## **Performance of the Duties of a Higher Classification**

73. Where an employee has been temporarily reassigned duties at a higher classification for a period, the employee:
  - a. will receive Higher Duties Allowance (HDA) for any unbroken period of five working days or more
  - b. will be paid at the salary point nominated by the relevant manager but within the range attached to the higher classification for any period prescribed in (a), and
  - c. may be eligible for salary advancement for the purposes of future or continuing HDA for cumulative periods of HDA of six months or more, subject to clause 63.
74. Where an employee has performed higher duties at different levels, salary progression will usually occur at the HDA level closest to the staff member's substantive level, unless the employee has acted for six months or more at the higher classification level.
75. Employees on short term HDA remain eligible for advancement within their substantive classification level.

## **Partial Performance of the Duties of a Higher Classification**

76. Where an employee has been directed to temporarily perform part of the duties of a higher classification, the Chief Executive Officer may determine the amount of HDA payable.

## **Salary on Reduction**

77. Where an employee requests to perform work at a lower work classification level, the Chief Executive Officer may determine the rate of salary the employee will be paid within the lower classification level.

## **Resignation or Separation**

78. Where an ongoing employee wishes to tender formal notice of their intention to separate from FSANZ (either on resignation or promotion/permanent movement to another agency), the employee is required to provide a minimum four weeks' notice. In certain circumstances, the Chief Executive Officer may agree to reduce the notice period.
79. A non-ongoing employee may terminate their employment at any time by mutual agreement between the Chief Executive Officer and the employee. However, in the absence of such an agreement, the employee must provide a minimum of four weeks' notice of the effective date of resignation.

## **Performance bonuses for Section Managers and Senior Advisors**

80. Section Managers and Senior Advisors may be paid a performance bonus. The Section Manager or Senior Advisor may receive a variable performance pay component of:
  - a. 5% of the employee's annual salary for a rating of Superior or
  - b. 10% of the employee's annual salary for a rating of Outstanding.

81. The bonus payment will not count for any purpose in the nature of salary.

Note: Further details on the ratings system are provided in the PMD policies and procedures.

## **ALLOWANCES**

### **Section Manager and Senior Advisor Allowance**

82. Section Managers and Senior Advisors will be entitled to an allowance of \$750 per annum to cover work related activity associated with their position. This allowance is not in the nature of salary and will therefore not count for any purpose as salary.

### **Restriction Allowance**

83. Restriction allowance is an allowance to compensate an employee for limiting or restricting their movements beyond standard working hours.
84. Restriction allowance may be payable to eligible employees at the APS1-6 classification.
85. Where a General Manager or Section Manager requires that an employee be contactable and available to work for a period outside the bandwidth hours, the employee will be paid a restriction allowance, payable at a rate of:
- a. 7.5% Monday to Friday
  - b. 10% Saturday and Sunday, and
  - c. 15% for each public holiday occurring within the period.
86. Executive Level 1 officers or above (and equivalents) are not eligible to receive payment for restriction duty, except where the Chief Executive Officer considers that exceptional circumstances warrant payment.
87. In addition to payment of a restriction allowance for periods of restriction, eligible employees may be entitled to be paid or be allowed TOIL for any period they are recalled to work including reasonable travel time to the workplace and back to the destination they were recalled from.

### **Professional Membership**

88. FSANZ will pay for the cost of one annual membership fee or the registration cost of a professional association where membership of the association is an essential requirement for the position.

### **First Aid Allowance**

89. Where an employee possesses the required qualifications for first aid at the minimum accreditation standard of Senior First Aid Certificate (Level 2 or equivalent), has continuing expertise commensurate with that training, and is appointed as a First Aid Officer by the Chief Executive Officer, that employee will be paid First Aid Allowance at the rate of \$16.88 per week. The allowance will increase in line with Clause 57b and c.

### **Harassment Contact Officer Allowance**

90. Where an employee possesses the required qualifications to be a Harassment Contact Officer (HCO), has continuing expertise commensurate with that training, and is appointed as an HCO by the Chief Executive Officer, they will be paid HCO Allowance

at the rate of \$16.88 per week. The allowance will increase in line with Clause 57 b and c.

### **Eyesight Testing**

91. After a three month qualification period, eligible employees may request access to subsidised eyesight testing at two-yearly intervals, unless the employee provides medical evidence indicating that further testing is necessary. Eligible employees are those who, as an integral part of their duties, are required to operate screen-based equipment.
92. Employees applying for testing at intervals of less than two years should support their application with medical evidence.
93. Where corrective lens are prescribed, as a result of eyesight testing or retesting in accordance with clauses 91 and 92, specifically for use with screen-based equipment, FSANZ will reimburse out of pocket expenses up to:
  - a. (\$125) for single vision lens, and
  - b. (\$196) for bifocals.
94. Visual correction which is recommended for general use, such as reading and driving, will not be reimbursed.

### **Influenza Vaccinations**

95. The Chief Executive Officer will, on an annual basis, make appropriate arrangements for the provision of influenza vaccinations to all employees at no cost.

### **Domestic and Overseas Travel**

96. Reasonable travel assistance, subject to approval, will be payable to an employee who undertakes travel on official business and is required to be absent overnight. Travel assistance is in addition to the cost of conveyance and is paid on the basis that employees are not out of pocket for the reasonable costs of accommodation, meals and incidentals incurred while travelling on official business.

Note: Further information on domestic and overseas travel arrangements are set out in the relevant policy.

### **Motor Vehicle Use**

97. An employee may be authorised to use a private motor vehicle owned or hired by the employee for official purposes where the use of the private motor vehicle will result in greater efficiency. The employee will be paid the lesser of the rate of allowance per kilometre or the equivalent fares.

### **Relocation Costs**

98. Where an employee is recruited to FSANZ from another geographical location, the Chief Executive Officer may reimburse that employee for some, or all, of the costs involved in relocating to take up employment.

### **SUPERANNUATION**

99. FSANZ will make compulsory employer contributions as required by the applicable legislation and fund requirements. FSANZ will make superannuation contributions for employees who earn below the Superannuation Guarantee minimum payment of \$450.



100. All new employees engaged in FSANZ will be offered their choice of superannuation fund in accordance with Government legislation. All employees who elect to join the Public Sector Superannuation Accumulation Plan (PSSap) will have their superannuation contributions administered in accordance with the *Superannuation Act 2005* (Super Act). All employees will be given, and encouraged to consider, the PSSap Product Disclosure Statement so they can make a proper decision about their choice of superannuation fund.
101. Employer contributions to the PSSap will be 15.4% of the employee's fortnightly contribution salary [or ordinary time earnings]. Employer contributions for employees in other accumulation schemes will be at the same rate of the fortnightly superannuation contribution salary as for employees in PSSap. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).
102. For employees who take paid or unpaid parental leave (which includes maternity, adoption, supporting partner and foster care leave), employer contributions (based on the employer contribution amount in the full pay period immediately prior to commencing supporting partner leave) will be made for a period equal to a maximum of 52 weeks, in accordance with the rules of the appropriate superannuation scheme. For employees in PSSap the rules permit employer contributions to be made. Employer superannuation contributions will not be paid in respect of other periods of unpaid leave, unless prescribed by legislation.
103. The Chief Executive Officer 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 (EFT), using a file generated by FSANZ's payroll system.
104. Employees over the age of 70 will receive a superannuation allowance, where the agency is not permitted by any Commonwealth law to pay all of the employer contribution to the employee's superannuation fund. The superannuation allowance payable to the employee will be equivalent to the amount the agency would have paid if the employee was entitled to receive employer superannuation contributions, less any contribution amount accepted to the employee's superannuation fund. This will comprise part of the employee's taxable fortnightly salary, and does not count as salary for superannuation purposes.

#### **MATURE AGE WORKERS – Transition to Retirement**

105. Where an employee is working, or is proposing to work, past the superannuation preservation age, a manager may approve specific arrangements to facilitate the employee's transition to retirement.
106. Any arrangement entered into will be subject to operational requirements.

#### **Mature-aged employees financial assistance**

107. To assist with retirement planning, employees aged 54 years and over who are approaching or genuinely considering retirement, and who have not previously received this assistance from FSANZ, may access financial assistance in the form of a one off

reimbursement payment up to a maximum of \$1,000 (inclusive of GST) to obtain financial advice from a registered financial advisor.

## **SALARY PACKAGING**

108. All employees may elect to have up to 100% of their salary packaged. However:

- a. if an employee takes the option of remuneration packaging on a salary sacrifice basis, the employee's pre-sacrifice salary will be salary for all purposes, and
- b. any fringe benefits tax and administrative costs incurred as a result of the remuneration packaging arrangement will be met by the employee on a salary sacrifice basis.

Note: Further information may be found on the approved salary packaging provider's website.

## **PART E: LEAVE, HOLIDAY AND OTHER GENERAL CONDITIONS**

109. This EA does not affect any unused leave accrued by employees prior to its commencement.

### **Recall to Duty**

110. Employees will not unreasonably be recalled to duty while on leave or requested to cancel approved leave. Where an employee has been recalled to duty, the Chief Executive Officer may approve the reasonable cost of travel and incidental expenses.

### **Portability of Accrued Leave Entitlements**

111. 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 recreation leave and personal/carer's leave (however described) will be transferred, provided there is no break in continuity of service.
112. Where an employee is engaged immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued recreation leave and personal/carer's leave (however described) will be recognised unless the employee received payment in lieu of those entitlements on termination of employment.
113. 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 (whether in FSANZ or another agency) the Chief Executive Officer may, at the employee's request, recognise any unused, accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave (however described).

## **RECREATION LEAVE**

114. Employees will progressively accrue 20 days (150 hours) recreation leave each year.
115. Varying periods of part-time service will be calculated based on the actual hours the employee worked. All recreation leave credits, whether full-time or part-time, are pooled and expressed as a total number of hours of leave available.
116. Employees may take recreation leave at half pay if they choose. Half pay leave is deducted from credits at half the duration.
117. During recreation leave at half pay, personal leave, recreation leave and long service leave will accrue at the full pay rate.
118. The timing for taking recreation leave will be subject to operational requirements and the approval of the relevant manager.
119. Public holidays that occur during a period of recreation leave will not be deducted from the employee's recreation leave credits.
120. An employee who has accumulated more than 35 days recreation leave credits as at 30 June or 31 December in any year will be allowed a three month period in which to reduce their unused recreation leave credit to 35 days or less, or to develop an agreed plan to use the credits. If, after that three month period, the employee's unused recreation leave credit exceeds 35 days, the Chief Executive Officer may direct the employee to take up to one quarter of the employee's accrued recreation leave.

121. Employees may elect to cash out between five to ten days of accrued recreation leave, provided:
- a. the cashing out would not result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks, and
  - b. each cashing out of a particular amount of paid recreation leave is by a separate agreement in writing between the Chief Executive Officer and the employee, and
  - c. the employee is paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone
  - d. the employee has taken an equivalent amount of leave in the preceding 12 months
122. An employee receiving workers' compensation for more than 45 weeks will accrue recreation leave on the basis of hours actually worked.
123. Employees who become entitled to another type of leave while on recreation leave and who produce satisfactory evidence will have their recreation leave re-credited for the period of other leave granted.

#### **PERSONAL/CARER'S LEAVE**

124. Employees engaged in an ongoing capacity by FSANZ will be credited with 18 days (135 hours) personal/carer's leave on engagement.
125. Non-ongoing employees will accrue 18 days paid personal/carer's leave in the first twelve months of employment accruing progressively.
126. All employees, ongoing and non-ongoing, will continue to accrue 18 days paid personal/carer's leave credits annually thereafter subject to any deferrals due to periods of not to count as service leave.
127. An employee is entitled to take personal/carer's leave where the employee:
- a. is ill or injured
  - b. is required to provide care or support for family or household members, because of a personal illness or injury of the member, or
  - c. an unexpected or unforeseeable emergency.
128. A General Manager or Section Manager may grant personal/carer's leave to an employee in the following circumstances:
- a. supporting partner leave, or
  - b. for compelling personal reasons, including family and caring responsibilities.
129. Leave granted at 127(c) and 128 must not be taken to the extent that it results in less than 10 days' of an employee's credits per year being available for use for personal injury or illness and caring as provided under the FW Act.
130. The Chief Executive Officer may approve the conversion of personal/carer's leave from full pay to half pay for a specified absence where it is warranted. Half pay leave is deducted from credits at half the duration.
131. Employees are unable to access paid personal/carer's leave while on paid parental leave provided under this EA.

132. An employee is required to provide evidence to access paid personal/carer's leave where:
- a. the employee is absent from work for a period of four or more consecutive work days, and/or
  - b. The employee has taken eight days or more paid personal carer's leave without evidence in a calendar year, for any absence for the remainder of that year.
133. Evidence for this clause means:
- a. a medical certificate
  - b. a statutory declaration, if it was not reasonably practicable for the employee to obtain a medical certificate, and/or
  - c. with the prior agreement or direction of the Chief Executive Officer another form of evidence, including no evidence.
134. If the employee provides a statutory declaration as evidence, the statutory declaration must set out why the employee is or was unable to attend work, and why it was not reasonably practicable for them to obtain a medical certificate.
135. The Chief Executive Officer may also, in writing, require an employee to provide evidence for personal/carers leave in other circumstances.
136. If the employee does not provide the required evidence in a reasonable period as determined by the manager, the absence will be treated as unauthorised leave.
137. Unused personal/carer's leave will not be paid out on separation.
138. The Chief Executive Officer may approve the anticipation of the next accruing personal/carer's leave credit where an employee has exhausted all available paid personal/carer's leave.
139. In exceptional circumstances, and where the employee has exhausted all paid personal/carer's leave, the Chief Executive Officer may grant paid personal/carer's leave for a specified period that will assist the employee until they have returned to duty, or the employee has gained a further accrual of personal/carer's leave.
140. Where paid personal/carers leave credits have been exhausted employees may be granted unpaid personal/carers leave.
141. Where leave without pay not to count as service has been granted in the accrual year, personal/carer's leave accrual will be deferred as follows:
- a. where aggregated full day leave without pay absences total less than 30 calendar days, the accrual date is not deferred, and
  - b. where aggregated full day leave without pay absences total 30 calendar days or more, the accrual date will be deferred by one calendar month for each 30 day absence.
142. An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's paid personal/carer's leave credit has expired, except as otherwise provided by legislation.

143. An employee who is separated from the APS on the grounds of physical or mental incapacity, and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976*, or the *Superannuation Act 1990*, is entitled to be credited with personal leave equal to the balance of personal/carer's leave at the time of his or her earlier separation.
144. An employee receiving workers' compensation for more than 45 weeks will accrue personal/carer's leave on the basis of hours actually worked.

#### *Carer's Leave*

145. In accordance with the National Employment Standards, the Chief Executive Officer may grant an employee up to two days unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires care or support due to personal illness, injury or an unexpected emergency. Unpaid carer's leave granted under this clause will count for service.
146. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

#### *Personal (sick) Leave*

147. Longer term applications of continuous unpaid personal (sick) leave approved by the delegate will count as service for all purposes.

### **MISCELLANEOUS LEAVE**

148. The Chief Executive Officer may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this EA for a purpose that the Chief Executive Officer considers to be in the interests of FSANZ and having regard to operational requirements.

### **COMMUNITY SERVICE LEAVE**

149. The Chief Executive Officer will grant leave to an employee, either with or without pay, for the purposes undertaking community service.
- a. Community Service leave will be paid in accordance with the FW Act. The CEO may approve additional leave for this purpose.
  - b. An employee who is a member of a recognised emergency management body or involved in emergency services responses and undertakes training or ceremonial duties will be provided with paid miscellaneous leave, including travelling and recovery time.

### **WAR SERVICE SICK LEAVE**

150. The Chief Executive Officer may grant leave to an employee, either with or without pay, for the purposes of war service sick leave.

### **NAIDOC LEAVE**

151. The Chief Executive Officer may grant leave to an employee, either with or without pay, for the purposes attending NAIDOC week celebrations.

### **COMPASSIONATE/BEREAVEMENT LEAVE**

152. Employees are entitled to three days of paid compassionate/bereavement leave to spend time with a member of their immediate family or household who has sustained a

life-threatening illness or injury and/or after the death of a member of the employee's immediate family or household.

153. The Chief Executive Officer may approve compassionate/bereavement leave for each occasion as prescribed above and the entitlement may be taken as a continuous period or in separate periods.

## **LEAVE FOR ADF RESERVE AND CONTINUOUS FULL-TIME SERVICE OR CADET FORCE OBLIGATIONS**

154. 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.
155. An employee is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
156. 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.
157. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
158. ADF Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except recreation leave accrual.

## **ADDITIONAL PURCHASED LEAVE**

159. An employee may be granted from one week to six weeks additional leave per year where the employee has applied in writing for the purchase of additional leave.
160. Where a manager agrees that an employee may participate in the purchased leave scheme an amount equal to the period of purchased leave will be deducted from the employee's annual salary. The amount will be apportioned and withheld from the employee's fortnightly salary in a period, not exceeding 12 months, nominated by the employee.
161. Additional purchased leave will count for service for all purposes.

## **MATERNITY AND PARENTAL LEAVE**

### **Maternity Leave**

162. Employees who are pregnant, or give birth are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).
163. Employees with an entitlement to paid leave under the ML Act are provided with an additional two weeks of paid leave, to be taken continuous with an entitlement to paid maternity leave provided by the ML Act.

164. Employees who adopt or permanently foster a child, and who has responsibility for the care of that child, are entitled to up to 52 weeks of parental leave. Up to 14 weeks of that leave will be paid leave to an employee who is the primary caregiver of the child, commencing from the time of the placement of the child, provided the employee satisfies the same qualifying requirements as those required to receive paid leave in accordance with the ML Act.
165. Employees are entitled to parental leave for adoption or permanent foster care when that child:
- a. is under 16 years of age
  - b. has not, or will not have, lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement, and
  - c. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.
166. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or permanent foster carer purposes.
167. Employees who are eligible for paid maternity or parental leave may elect to have payment for that leave spread over a maximum of 28 weeks at a rate of no less than half normal salary. Where payment is spread over a longer period, a maximum of 14 weeks of the leave will count as service.
168. On ending the initial period of up to 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial leave period.
169. Unpaid maternity or parental leave will not count as service for any purpose except for unpaid leave during the first 14 weeks.
170. This leave is inclusive of public holidays and will not be extended because a public holiday or Christmas Closedown falls during a period of paid or unpaid maternity or parental leave. On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the FW Act.

### **Breastfeeding facilities**

171. The Chief Executive Officer will provide appropriate facilities for mothers to undertake breastfeeding, lactation and other associated activities in the workplace.

Note: Further information can be found in the Leave and Attendance policy.

### **Supporting partner leave**

172. Employees who are not otherwise entitled to paid maternity leave under the ML Act or parental leave under this EA are entitled to six weeks of paid leave on the birth, adoption or permanent foster care placement of a child or their partner's child.
173. This leave is to be taken within 52 weeks of the birth/placement of the child and is inclusive of public holidays, i.e. leave will not be extended because a public holiday or Christmas Closedown falls within a period of leave provided by this clause.



174. Documentary evidence as outlined in clause 166, or a birth certificate following the birth of a child must be submitted when applying for supporting partner/other primary caregiver leave.

175. This paid leave will count as service for all purposes.

## **LONG SERVICE LEAVE**

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

177. The minimum period for which long service leave will be granted is seven calendar days at full pay (or 14 calendar days at half pay). Long service leave cannot be broken with other periods of leave except as otherwise provide by legislation.

## **PUBLIC HOLIDAYS**

178. Employees are entitled to the following public holidays:

- a. New Year's Day (1 January)
- b. Australia Day (26 January)
- c. Good Friday
- d. Easter Monday
- e. Anzac Day (25 April)
- f. The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
- g. Christmas Day (25 December)
- h. Boxing Day (26 December)
- i. Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.

179. If under a law of a State or Territory, a day or part day is substituted for one of the public holidays in clause 178, then the substituted day or part day is the public holiday.

180. The Chief Executive Officer 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.

181. 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 day or part 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.

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

## **FSANZ ANNUAL SHUTDOWN**

183. FSANZ will close down its normal operations from the close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day ('Christmas Closedown').
184. Employees will be entitled to be absent with pay for the working days during Christmas Closedown.
185. Payment for absences on working days during Christmas Closedown will be made in accordance with an employee's usual ordinary hours of work for that day. However, where an employee would otherwise be absent on leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement, e.g. if the employee is absent on long service leave at half pay, payment for the day will also be at half pay.
186. Where an employee is recalled to duty during the Christmas Closedown period, the employee may be eligible for compensation as outlined in clauses 47 - 53 - Additional Duty and Time in Lieu.

## **PART F: PEOPLE MANAGEMENT**

### **PERFORMANCE MANAGEMENT AND DEVELOPMENT**

187. Employees must participate in the PMD scheme. The PMD scheme runs from 1 August to 31 July each year.

188. The PMD guidelines set out performance management processes including responsibilities, rights and obligations of managers and employees in managing performance.

#### **Studybank**

189. All ongoing employees, including ongoing part-time employees are eligible to apply for Studybank. However, approval is discretionary and approval should therefore be sought before making a formal commitment to study.

190. Non-ongoing employees may be granted approval to study under Studybank in exceptional circumstances.

### **REDEPLOYMENT, REDUCTION AND RETRENCHMENT**

#### **Excess Staff**

##### *Definition*

191. An employee is 'excess' when:

- a. they are included in a group of employees within FSANZ, comprising a greater number than is necessary for the efficient and economical working of FSANZ
- b. due to technological or other changes in the work methods of FSANZ, or structural or other changes in the nature, extent or organisation of the functions of FSANZ, the services of the employee cannot be effectively used, or
- c. the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality, and the Chief Executive Officer has determined that the provisions of this clause may apply to that employee.

##### *Eligible Staff*

192. The provisions of this section do not apply to:

- a. non-ongoing employees
- b. employees who are on probation or who are still within the minimum employment period as defined in the FW Act, or
- c. an employee whose employment is terminated as a result of misconduct and is in breach of the Code of Conduct, or on any other grounds specified in section 29(3) of the PS Act, other than section 29(3)(a).

### *Chief Executive Officer's powers*

193. The powers of the Chief Executive Officer with regard to excess employees allow the Chief Executive Officer to:
- a. reassign duties to an employee within the agency and determine the place at which the duties are performed
  - b. consider options for redeployment of the employee to another APS agency
  - c. reduce the classification level of an employee on the grounds that the employee is excess to the requirements of FSANZ at the higher classification level
  - d. terminate the employment of an ongoing employee on the grounds that the employee is excess to the requirements of FSANZ.

### *Redeployment and Discussions with Employees*

194. When the Chief Executive Officer is aware that an employee is likely to become excess, the Chief Executive Officer will advise the employee at the earliest practicable time.
195. An individual employee who has been identified as potentially excess may:
- a. request the Chief Executive Officer to refer matters relating to their situation to a chosen representative, and
  - b. request that a chosen representative accompany the employee to any meetings in which his or her situation is discussed.

### *Consultation*

196. A consultation period of at least one month will occur with the employee and the employee's representative, unless the employee consents to a shorter period, to consider:
- a. reasons why the employee is considered likely to become excess
  - b. actions that might be taken to reduce the likelihood of the employee becoming excess, including job swaps or expressions of interest in voluntary redundancy from unaffected employees, and
  - c. redeployment opportunities for the employee within FSANZ or another APS agency.
197. At the end of the consultation period the Chief Executive Officer may declare an employee excess, having regard to:
- a. the recommendation of the manager
  - b. any statement made by the employee or the employee's representatives, and
  - c. the likelihood of the employee being able to be reassigned elsewhere within FSANZ or the APS.
198. During the retention period, FSANZ will pursue redeployment opportunities for the excess employee within FSANZ and across the APS consistent with the APS Redeployment Policy. FSANZ will consult with the employee and their representatives where such a situation may be likely.

## **Voluntary Retrenchment**

199. The Chief Executive Officer may invite employees who are not potentially excess, to express interest in voluntary retrenchment where those retrenchments would permit the redeployment of employees who are potentially excess.
200. Where the Chief Executive Officer invites an employee to do so, the employee will have one month to elect for voluntary retrenchment. Only one offer of voluntary retrenchment will be made to an employee. The Chief Executive Officer will not give notice of retrenchment before the end of that period or until such election is received (in circumstances where the election is received before the end of that period).
201. Where an employee has not already received the following information within that month, he or she must be given information on the:
- a. amounts (gross and net figures) of severance pay, pay in lieu of notice and pay in lieu of accumulated and pro rata leave
  - b. amount of accumulated superannuation contributions, and
  - c. options open to the employee concerning superannuation, that are available to the employee.
202. The employee should also receive financial (including the taxation implications of accepting a redundancy) and/or career counselling within this month and may be granted financial assistance up to a total maximum of \$400 for this purpose.

### *Period of Notice*

203. Where the employee agrees to be voluntarily retrenched, the Chief Executive Officer can approve the employee's retrenchment and upon approval will give the required period of notice of termination under section 29 of the PS Act. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years of continuous service).
204. Where an employee is retrenched at the beginning of, or within, the notice period, he or she will receive payment in lieu of notice for the unexpired portion of the notice period.

### *Severance Benefit*

205. An employee who agrees to be retrenched under clause 199 and whose employment is terminated by the Chief Executive Officer under section 29 of the PS Act on the grounds that they are excess to requirements, is entitled to be paid a sum equal to two weeks' salary for each completed year of service, subject to clause 206, plus a pro rata payment for completed months of service since the last completed year of service.
206. The minimum severance benefit payable will be four weeks' salary and the maximum will be 48 weeks' salary.
207. The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service.

208. For earlier periods of service to count there must be no breaks between the periods of service, except where:
- a. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer, or
  - b. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
209. The severance benefit as calculated in accordance with clause 205 above is to be at least consistent with, or greater than, the benefits an employee would receive in accordance with the National Employment Standards (NES). Therefore, an excess employee, when offered a choice of accepting a redundancy payment, or electing to work during a retention period, may:
- a. take the APS voluntary redundancy entitlement, adjusted where necessary to take account of any minimum entitlement under the NES, or
  - b. elect for a retention period; the duration of which is reduced by an amount equivalent to the NES redundancy entitlement calculated as at the expiration of the adjusted retention period.
210. Other than the exceptions referred to in clauses 211 and 212 below, service for severance pay purposes means:
- a. service in FSNZ
  - b. Government service as defined in section 10 of the *Long Service Leave Act 1976*
  - c. service with the Commonwealth (other than service with a Joint Commonwealth/State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes
  - d. service with the ADF
  - e. APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if service has not previously been recognised for severance pay purposes, and
  - f. service in another organisation where an employee was
    - i. moved from the APS to that organisation with a transfer of function, or
    - ii. engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS; and such service is recognised for long service leave purposes.

211. Any period of service that ceased:

- a. through termination on the following grounds, or on a ground equivalent to any of the following grounds:
  - i. the employee lacks, or has lost, an essential qualification for performing his or her duties
  - ii. non-performance, or under performance, of duties
  - iii. inability to perform duties because of physical or mental incapacity
  - iv. failure to satisfactorily complete an entry level training course
  - v. failure to meet a condition imposed under subsection 22(6) of the PS Act, or
  - vi. a breach of the Code of Conduct, or
- b. on a ground equivalent to a ground listed in subparagraph (a) above under the repealed Public Service Act 1922, or
- c. through voluntary retirement at or above the minimum retiring age applicable to the employee, or
- d. with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit,

will not count as service for severance pay purposes.

212. Absences from work that do not count as service for any purpose will not count as service for severance pay purposes.

*Rate of Payment - Severance Benefit*

213. For the purpose of calculating any payment under clause 205, salary will include:

- a. the employee's salary. or
- b. the salary of the higher classification, where the employee has performed at the higher level for a continuous period of at least 12 months immediately preceding the date on which he or she is given notice of retrenchment, and
- c. other allowances in the nature of salary which are paid during periods of recreation leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

## **Involuntary Retrenchment**

### *Retention Periods*

214. Unless the employee agrees to voluntary retrenchment in accordance with clause 199, an excess employee may be retrenched, but only after the following retention periods have elapsed:

- a. 56 weeks where an employee has 20 or more years of service or is over 45 years of age, or
- b. 30 weeks for other employees.

Note: In accordance with clause 209, the 30 week and 56 week retention periods will be reduced by the employee's entitlement to a NES redundancy payment.

215. The retention period will commence on the earlier of the following:

- a. the day the employee is advised in writing by the Chief Executive Officer that the employee is an excess employee, or
- b. one month after the day on which the Chief Executive Officer invites the employee to elect to be retrenched.

216. During the retention period the Chief Executive Officer:

- a. will continue to take reasonable steps to find alternative employment for the excess employee, and/or
- b. may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, he or she will continue to be paid at their previous level for the balance of the retention period.

217. During the retention period the employee:

- a. will actively pursue alternative employment, and
- b. undertake appropriate learning and development.

218. The retention period as provided for in clause 214 may be extended by periods of up to 12 weeks for extended periods of personal/carers leave, where supported by acceptable medical evidence.

219. FSANZ may pay an excess employee the reasonable travel and incidental expenses incurred by that employee in seeking alternative employment where these are not met by the prospective employer.

220. Where the Chief Executive Officer is satisfied that there is insufficient productive work available for the employee during the remainder of their retention period and that there is no reasonable redeployment prospects in the APS, the Chief Executive Officer may terminate the employee's employment under section 29 of the PS Act on the grounds that the employee is excess to requirements.



221. Upon termination the employee will be paid a lump sum comprising:

- a. the balance of the retention period (as shortened for the NES under clause 209) and this payment will be taken to include the payment in lieu of notice or termination of employment, and
- b. an additional redundancy payment equal to the amount the retention period was shortened by under clause 209 above (i.e. the NES component).

222. An excess employee will not be retrenched under clause 213 if the employee has not been invited to elect to be voluntarily retrenched, or has elected to be retrenched under clause 199 but the Chief Executive Officer refuses to approve it.

223. An excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that he or she will be involuntarily retrenched. The notice period will be concurrent with the retention period, wherever possible.

## PART G: DISPUTE RESOLUTION

*[Fair Work Regulations 2009, regulation 6.01]*

224. If a dispute relates to:

- a. a matter arising under the agreement, or
- b. the NES

this part sets out procedures to settle the dispute.

225. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this part.

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

227. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

228. The Fair Work Commission may deal with the dispute in two stages:

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

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

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

229. While the parties are trying to resolve the dispute using the procedures in this part:

- a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety, and
- b. an employee must comply with a direction given by FSANZ to perform other available work at the same workplace, or at another workplace, unless:
  - i. the work is not safe, or
  - ii. applicable WHS legislation would not permit the work to be performed, or
  - iii. the work is not appropriate for the employee to perform, or
  - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

## SCHEDULES OF PAY RATES

## APS CLASSIFICATION STRUCTURE

| Classification            | FSANZ salary levels before pay rise | 3% from first full pay period after date of effect | 2% from first full pay period 12 months after commencement | 1% from first full pay period 24 months after commencement |
|---------------------------|-------------------------------------|--|--|--|
|                           |                                     |  |  |  |
| Executive Level 2 (SPAO2) | 137,656                             | 141,786  | 144,621  | 146,067  |
|                           | 135,277                             | 139,335  | 142,122  | 143,543  |
|                           | 129,731                             | 133,623  | 136,295  | 137,658  |
| Executive Level 2 (SPAO1) | 125,531                             | 129,297  | 131,883  | 133,202  |
|                           | 118,561                             | 122,118  | 124,560  | 125,806  |
|                           | 111,677                             | 115,027  | 117,328  | 118,501  |
|                           |                                     |  |  |  |
| Executive Level 1 (PAO3)  | 105,378                             | 108,539  | 110,710  | 111,817  |
|                           | 99,990                              | 102,990  | 105,049  | 106,099  |
|                           | 94,600                              | 97,438   | 99,387   | 100,381  |
|                           |                                     |  |  |  |
| APS 6 (PAO2)              | 86,024                              | 88,605   | 90,377   | 91,281   |
|                           | 81,606                              | 84,054   | 85,735   | 86,592   |
|                           | 77,701                              | 80,032   | 81,633   | 82,449   |
|                           | 75,629                              | 77,898   | 79,456   | 80,251   |
|                           |                                     |  |  |  |
| APS 5 (PAO1)              | 73,521                              | 75,727   | 77,241   | 78,013   |
|                           | 70,462                              | 72,576   | 74,027   | 74,767   |
|                           | 68,323                              | 70,373   | 71,780   | 72,498   |
|                           |                                     |  |  |  |
| APS 4                     | 67,497                              | 69,522   | 70,912   | 71,621   |
|                           | 64,846                              | 66,791   | 68,127   | 68,808   |
|                           | 63,207                              | 65,103   | 66,405   | 67,069   |
|                           | 61,256                              | 63,094   | 64,356   | 65,000   |
|                           |                                     |  |  |  |
| APS 3                     | 60,614                              | 62432  | 63,681   | 64,318   |
|                           | 57,819                              | 59554  | 60,745   | 61,352   |
|                           | 56,388                              | 58080  | 59,241   | 59,833   |
|                           | 54,961                              | 56610  | 57,742   | 58,319   |
|                           |                                     |  |  |  |

| <b>Classification</b> | <b>FSANZ salary levels before pay rise</b> | <b>3% from first full pay period after date of effect</b> | <b>2% from first full pay period 12 months after commencement</b> | <b>1% from first full pay period 24 months after commencement</b> |
|-----------------------|--|---|---|---|
|                       |  |   |   |   |
| APS 2                 | 54,303                                     | 55,932  | 57,051  | 57,622  |
|                       | 52,206                                     | 53,772  | 54,848  | 55,396  |
|                       | 50,882                                     | 52,408  | 53,457  | 53,992  |
|                       | 49,580                                     | 51,067  | 52,089  | 52,610  |
|                       | 48,252                                     | 49,700  | 50,694  | 51,201  |
|                       |  |   |   |   |
| APS 1                 | 47,824                                     | 49,259  | 50,244  | 50,746  |
|                       | 45,261                                     | 46,619  | 47,551  | 48,027  |
|                       | 44,070                                     | 45,392  | 46,300  | 46,763  |
|                       | 42,639                                     | 43,918  | 44,797  | 45,245  |

Includes employees locally designated Public Affairs Officers

### **LEGAL OFFICER SALARY**

(LEGAL Officer Broad banded across APS Levels 3, 4, 5, 6 and EL1), see clause 5 and Attachment B for salary progression

| <b>Classification</b>                               | <b>FSANZ salary levels before pay rise</b> | <b>3% from first full pay period after date of effect</b> | <b>2% from first full pay period 12 months after commencement</b> | <b>1% from first full pay period 24 months after commencement</b> |
|---|--|---|---|---|
| Legal 2<br>(Local Designation)<br>Executive Level 2 | 138,810                                    | 142,974   | 145,834   | 147,292   |
|   | 125,657                                    | 129,427   | 132,015   | 133,335   |
| Legal 1<br>(Local Designation)                      |  |   |   |   |
| L1.9  | EL1  | 116,813   | 120,317   | 122,724   |
| L1.8  | EL1  | 102,148   | 105,212   | 107,317   |
| L1.7  | EL1  | 94,600  | 97,438  | 99,387  |
|   |  |   |   |   |
| L1.6  | APS 6                                      | 86,024  | 88,605  | 90,377  |
| L1.5  | APS 6                                      | 78,154  | 80,499  | 82,109  |
| L1.4  | APS 6                                      | 75,629  | 77,898  | 79,456  |
| L1.3  | APS 5                                      | 68,769  | 70,832  | 72,249  |
| L1.2  | APS 4                                      | 64,628  | 66,567  | 67,898  |
| L1.1  | APS 3                                      | 60,404  | 62,216  | 63,460  |

## Local Designation - PRINCIPAL RESEARCH SCIENTIST

| Classification  | FSANZ salary levels before pay rise | 3% from first full pay period after date of effect | 2% from first full pay period 12 months after commencement | 1% from first full pay period 24 months after commencement |
|---|-------------------------------------|--|--|--|
| Executive Level 2<br>(Local Designation Principal Research Scientist) | 156,734                             | 161,436  | 164,665  | 166,312  |
|   | 150,312                             | 154,821  | 157,918  | 159,497  |
|   | 146,176                             | 150,561  | 153,573  | 155,109  |
|   | 142,290                             | 146,559  | 149,490  | 150,985  |
|   | 137,913                             | 142,050  | 144,891  | 146,340  |

**SALARY BARRIER AND ADVANCEMENT PROVISIONS FOR LEGAL OFFICERS**

**Legal 1**

**Salary on engagement, promotion or movement**

1. On engagement to the local designation of a Legal 1 broadband, an employee shall be paid at the minimum salary point unless:
  - a. the Chief Executive Officer determines otherwise, or:
  - b. the employee:
    - i. has been admitted as a practitioner of the High Court or the Supreme Court of a State or Territory, and
    - ii. has served under articles of clerkship for a period of not less than one year, or
    - iii. before being so admitted, successfully completed a course of training in the Legal Workshop conducted by the Faculty of Law at the Australian National University or a comparable course in Australia, or
    - iv. has gained experience, which, in the opinion of the Chief Executive Officer, is equivalent to the experience of a person who has satisfied the above,

in which case the employee will be paid at the second salary point or at such higher rate determined by the Chief Executive Officer.
2. On promotion or movement to the local designation of a Legal 1 broadband an employee shall be paid at the minimum salary point or, where the employee is currently receiving salary in excess of that rate, at an appropriate rate determined by the Chief Executive Officer.
3. An employee shall not be paid salary on engagement, promotion or movement at a rate exceeding the seventh salary point unless the employee meets the conditions specified in clause 1(b) of this Attachment B.

**Salary advancement**

4. An employee who meets the conditions specified in clause 1(b) of this Attachment B shall be advanced through the salary scale subject to performance ratings and the conditions specified in clause 5 of this Attachment B.
5. Where an employee has completed at least six months' service as a Legal 1 and attained a performance rating shown in Column 1 of the table, the employee is entitled to be advanced by the number of salary points specified in Column 2 corresponding to the performance rating attained by the employee.

| Column 1 - Performance rating   | Column 2 - Rate of advancement     |
|---|------------------------------------|
| Unsatisfactory, or such equivalent ratings as described in the relevant policy    | No advancement                     |
| Needs Improvement, or such equivalent ratings as described in the relevant policy | No advancement                     |
| Fully Effective, or an equivalent rating as described in the relevant policy      | Advancement by one salary point    |
| Superior, or such equivalent ratings as described in the relevant policy,         | Advancement by two salary points   |
| Outstanding, or such equivalent ratings as described in the relevant policy       | Advancement by three salary points |

6. In addition to the performance requirements in clause 5 of this Attachment B, movements between the APS3, APS4, APS5 and APS6 classifications will be subject to
  - a. there being sufficient work available at the higher classification level
  - b. the employee having the necessary skills and proficiencies to perform that work.
7. Notwithstanding clause 4 and 5, an employee shall not be advanced beyond the sixth salary point in the scale unless:
  - a. there is sufficient work available at the higher classification level
  - b. the employee has the necessary skills and proficiencies to perform the work, and
  - c. the employee has performed work at the higher level for a minimum period of six months and attained a performance rating of fully effective, superior or outstanding, (or such equivalent ratings as described in the relevant policy), shown in Column 1 of the table.
8. Where the provisions of clause 7 of this Attachment B are satisfied, the employee shall advance to the seventh salary point.
9. An employee shall not advance beyond the seventh salary point until he or she has completed twelve months' service at the seventh salary point.

## **Legal 2**

10. Advancement to the local designation of Legal 2 will be by selection on the basis of merit via a formal selection process.
11. Where an employee has completed at least six months' service as a Legal 2, the employee shall be advanced within the Legal 2 classification in accordance with the salary advancement provisions of this agreement.

**FORMAL ACCEPTANCE OF THIS AGREEMENT**

This Enterprise Agreement is made in accordance with Part 2-4 of the *Fair Work Act 2009* (FW Act) and approved under Part 2-4, Division 4 of the FW Act.

By signing below, the parties covered by the *An Agreement for the Employees of Food Standards Australia New Zealand 2016 – 2019*, signify their agreement to its terms.

Dated:

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Steve McCutcheon,  
Chief Executive Officer, Food Standards Australia New Zealand  
on behalf of the Minister for Health in respect of employees employed by Food Standards Australia  
New Zealand  
55 Blackall Street, Barton ACT 2600

Dated:

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Ms Sandra Rissa  
Employee Bargaining Representative  
55 Blackall Street, Barton ACT 2600

Dated:

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Beth Vincent- Pietsch,  
Deputy Secretary, Community and Public Sector Union  
40 Brisbane Avenue, Barton ACT 2600