



Australian Government

AUSTRAC

AUSTRAC Enterprise Agreement 2016–19

Date of effect: 28 March 2016

“ A FINANCIAL SYSTEM **FREE**
FROM CRIMINAL ABUSE ”

CONTENTS

PART A. FRAMEWORK	3
TITLE	3
DEFINITIONS	3
PARTIES TO THIS AGREEMENT	4
DELEGATION OF POWERS	4
COVERAGE	4
PERIOD OF OPERATION	4
IMPLEMENTATION	5
INDIVIDUAL FLEXIBILITY ARRANGEMENTS	5
GUIDELINES AND POLICIES	6
PART B. CLASSIFICATION AND REMUNERATION	7
CLASSIFICATION	7
BROADBANDS	7
Administrative	7
Legal	7
Graduate	7
SALARY	8
Salary of an employee upon commencement of this Agreement	8
Salary on engagement	8
Salary on reduction	8
Salary on reclassification of a role	9
SUPPORTED SALARY RATES	9
SUPERANNUATION ARRANGEMENTS	9
SALARY SACRIFICE	9
SALARY INCREASE AS A RESULT OF PERFORMANCE	9
PART C. PERFORMANCE AND DEVELOPMENT	11
PERFORMANCE MANAGEMENT ARRANGEMENTS	11
Purpose	11
Participation in performance management program	11
Managing for improved performance	12
STUDIES ASSISTANCE	12
PART D. ATTENDANCE AT WORK	13
WORKING HOURS	13
Hours of work, standard bandwidth and settlement period	13
Flex time management for APS Level 1 to 6 employees	13
Excess travel time	14
Time off in lieu - travel	14
Executive Level 1 and 2 access to time off	15
Flexible working arrangements	15
LEAVE AND PUBLIC HOLIDAYS	15
Portability of leave from other agencies	15
Annual leave	16
Annual leave half pay	17
Purchased leave arrangements	17
Personal/carer's leave	17
Compassionate leave	19
Parental leave	19
Long service leave	21
Community service leave	21
Defence Reserve leave	21
Public holidays	22
Christmas Closedown	23

<i>Leave for cultural, ceremonial or National Aborigines and Islanders Day Observance Committee (NAIDOC) related activities</i>	<i>23</i>
<i>Other leave with or without pay.....</i>	<i>23</i>
<i>Unauthorised absences</i>	<i>23</i>
PART E. ALLOWANCES.....	24
TEMPORARY REASSIGNMENT OF DUTIES	24
<i>Payment of allowance</i>	<i>24</i>
<i>Withdrawal of temporary reassignment of duties</i>	<i>24</i>
<i>Transitional arrangements.....</i>	<i>24</i>
OVERTIME	24
RESTRICTION ALLOWANCE.....	25
DOMESTIC AND INTERNATIONAL TRAVEL	26
OTHER ALLOWANCES.....	27
<i>Relocation expenses</i>	<i>28</i>
<i>Other work related expenses incurred by employees</i>	<i>28</i>
PART F. OTHER EMPLOYMENT MATTERS	29
EMPLOYEE ASSISTANCE PROGRAM	29
ONGOING EMPLOYMENT REQUIREMENTS	29
RESIGNATION	29
PART G. CONSULTATION	30
AUSTRAC CONSULTATIVE GROUP.....	30
CONSULTATION ABOUT MAJOR WORKPLACE CHANGE	30
<i>Major change</i>	<i>30</i>
<i>Change to regular roster or ordinary hours of work</i>	<i>31</i>
PART H. MANAGING EXCESS EMPLOYEES	33
PRINCIPLES	33
DISCUSSION PROCESS.....	33
FORMAL DECLARATION OF EXCESS STATUS AND OFFER OF VOLUNTARY REDUNDANCY	33
<i>Consideration period</i>	<i>34</i>
ACCEPTANCE OF VOLUNTARY REDUNDANCY.....	34
<i>Period of notice.....</i>	<i>34</i>
<i>Redundancy Benefit.....</i>	<i>34</i>
<i>Defined APS service.....</i>	<i>35</i>
RETENTION AND REDEPLOYMENT	36
<i>Retention period.....</i>	<i>36</i>
<i>Redeployment.....</i>	<i>36</i>
INVOLUNTARY TERMINATION	37
PART I. DISPUTE RESOLUTION.....	38
PART J. FORMAL ACCEPTANCE OF THIS AGREEMENT	39
ATTACHMENT A – SALARY RANGES AND SALARY POINTS	40
ADMINISTRATIVE	40
ATTACHMENT B – SALARY RANGES AND SALARY POINTS	43
LEGAL	43
ATTACHMENT C – SALARY RANGES AND SALARY POINTS	45
INFORMATION AND COMMUNICATION TECHNOLOGY (ICT).....	45
ATTACHMENT D – SALARY RANGES AND SALARY POINTS	47
AUSTRAC GRADUATE	47
ATTACHMENT E – SUPPORTED SALARY RATES	48

PART A. FRAMEWORK

TITLE

1. This Agreement will be known as the AUSTRAC Enterprise Agreement 2016-2019.

DEFINITIONS

Term	Definition
ACG	means the AUSTRAC Consultative Group
approved subscription provider	means an approved subscription provider as determined by the CEO used for the purpose of determining various rates
casual employee	means an employee engaged on a non-ongoing basis under the PS Act for duties that are irregular or intermittent
commencement date	means the date of effect of this Agreement, i.e. seven days after approval by FWA
EL	means Executive Level
FW Act	means Fair Work Act 2009
FWC	means Fair Work Commission
immediate family member	<p>means:</p> <ul style="list-style-type: none"> • a spouse or former spouse of the employee, and • a child or an adult child (including an adopted child, a foster child, a step child or an ex nuptial child), guardian or ward (by legal arrangement or traditional kinship) • parent (including foster parent, step parent) • grandparent • grandchild • sibling <p>of the employee or spouse of the employee, or</p> <ul style="list-style-type: none"> • traditional kinship where there is a relationship or obligation, under customs and traditions of the Indigenous Australian community or group to which the employee belongs
leave year	means the period between one credit of personal carer's leave and the next.
manager	means an employee who directs a range of human and physical resources and their associated financial responsibilities to achieve corporate objectives. A manager is usually at the Director level or above and may have supervisory responsibilities for immediate subordinates
NES	means National Employment Standards
office duty holder	means an employee appointed to undertake the duties of first aid officer, health and safety representative, emergency warden, workplace harassment contact officer and/or an employee representative on the ACG.
PS Act	means the Public Service Act 1999

Term	Definition
salary	means the employee's rate of salary (as set out in Attachments A to D)
salary on costs	means the cost of superannuation, leave (annual, personal/carer's, long service leave), workers' compensation and training
settlement period	means a recurring period of four weeks beginning at the commencement of the first pay period after this Agreement comes into operation
SES	means Senior Executive Service of the APS
spouse	means a wife, husband, or a person who is living with the employee as a spouse on a bona fide domestic basis and without discrimination as to sexual preference, but not legally married to the employee
standard bandwidth	means from 7am to 7pm, Monday to Friday
standard working day	means 7 hrs 25 minutes
substantive classification	means the employee's permanent classification level
supervisor	means a person who has direct supervisory responsibilities for one or more APS employees
TA	means Travelling Allowance
TOIL	means Time Off In Lieu
work value level	means an APS classification structure level

PARTIES TO THIS AGREEMENT

2. The parties to this Agreement are:
- the CEO of AUSTRAC on behalf of the Commonwealth, and
 - employees of AUSTRAC engaged under the PS Act (other than substantive SES employees).

DELEGATION OF POWERS

3. The CEO may delegate their powers under this Agreement to any AUSTRAC employee.

COVERAGE

4. In accordance with section 53 of the FW Act, this Agreement covers all AUSTRAC employees carrying out duties under the provisions of the PS Act other than substantive SES employees.

PERIOD OF OPERATION

5. This Agreement will commence to operate seven days after it is approved by FWC (i.e. the commencement date).
6. This Agreement will nominally expire three years after the commencement date of this Agreement.

IMPLEMENTATION

7. Upon the commencement date of this Agreement all employees will transfer, at no disadvantage, to this Agreement at their existing work value level and salary in place immediately prior to the commencement date.
8. Leave credits accrued or purchased by employees prior to the commencement of this Agreement are not diminished by this Agreement.

INDIVIDUAL FLEXIBILITY ARRANGEMENTS

9. The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:
 - a) the IFA deals with 1 or more of the following matters:
 - i. arrangements about when work is performed
 - ii. overtime rates
 - iii. penalty rates
 - iv. allowances
 - v. remuneration
 - vi. leave, and
 - b) the IFA meets the genuine needs of the CEO and employee in relation to 1 or more of the matters mentioned in paragraph a), and
 - c) the IFA is genuinely agreed to by the CEO and employee.
10. The CEO must ensure that the terms of the IFA:
 - a) are about permitted matters under section 172 of the FW Act,
 - b) are not unlawful terms under section 194 of the FW Act, and
 - c) result in the employee being better off overall than the employee would be if no IFA was made.
11. The employer must ensure that the IFA:
 - a) is in writing,
 - b) includes the name of the employer and employee, and
 - c) is signed by the CEO and employee and if the employee is under 18 year of age, signed by a parent or guardian of the employee, and
 - d) includes details of:
 - i. the terms of the Agreement that will be varied by the IFA, and
 - ii. how the IFA will vary the effect of the terms, and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA, and
 - e) states the day on which the IFA commences and, where applicable, when the arrangement ceases.
12. The CEO must give the employee a copy of the IFA within 14 days after it is agreed to.
13. The CEO or employee may terminate the IFA:
 - a) by giving no more than 28 days written notice to the other party to the IFA, or
 - b) if the CEO and employee agree in writing – at any time.

GUIDELINES AND POLICIES

14. Where AUSTRAC guidelines and/or policies (however described) provide more detail on the conditions of employment set out in this Agreement, these guidelines and/or policies are not incorporated into, and do not form part of this Agreement.
15. If there is inconsistency between the guidelines/policies and the express terms of this Agreement, this Agreement will prevail.
16. AUSTRAC and its employees agree that such policies and guidelines will be available to all employees and will be updated as necessary following reasonable consultation.

PART B. CLASSIFICATION AND REMUNERATION

CLASSIFICATION

17. The APS classifications applicable to this Agreement are:
 - APS Level 1, APS Level 2, APS Level 3, APS Level 4, APS Level 5, APS Level 6, Executive Level 1, Executive Level 2.
18. The APS Level 1 to Executive Level 2 classifications are grouped into a number of local designations, each with a salary range defined by a base salary and a salary cap. The local designations are groupings of APS classifications rather than classifications in themselves. They are:
 - a) Administrative (Attachment A)
 - b) Legal (Attachment B)
 - c) Information and Communication Technology (Attachment C), and
 - d) AUSTRAC Graduate (Attachment D).

BROADBANDS

Administrative

19. Broadbanding arrangements (as set out in Attachment A) will apply as follows:
 - a) AUSTRAC Administrative Broadband 1 will comprise four work value levels: APS Levels 1 to 4, and
 - b) AUSTRAC Administrative Broadband 2 will comprise two work value levels: APS Levels 5 and 6.

Legal

20. Broadbanding arrangements (as set out in Attachment B) will apply as follows:
 - a) AUSTRAC Legal Broadband 1 will comprise two work value levels: APS Levels 4 and 5.

Graduate

21. Broadbanding arrangements (as set out in Attachment D) will apply as follows:
 - a) AUSTRAC Graduate Broadband will comprise three work value levels: (APS Levels 3 to 5).
22. Graduates will be appointed at the APS Level 3 level unless a case is approved by the CEO for appointment at the APS Levels 4 or 5 taking into account their particular qualifications, experience and skills.
23. On successful completion of the AUSTRAC Graduate Program, the employee will be advanced to APS Level 5 where:
 - a) an employee's performance is satisfactory, and
 - b) there is sufficient work available at the higher classification level, and
 - c) the employee has the necessary skills and proficiencies to perform that work.

SALARY

24. Salary means the employee's rate of pay as set out in Attachments A to D or as otherwise determined by the CEO under this Agreement or in accordance with the PS Act. This will be the employee's salary for all purposes.
25. Employees will be paid fortnightly based on the following formula:

$$\text{Fortnightly pay} = \frac{\text{Annual Salary}}{26}$$
26. Salary for a part-time employee will be calculated on a pro-rata basis commensurate with their approved hours of work as detailed in their part-time work arrangement.
27. An employee who is engaged to work on an irregular or intermittent basis will be entitled to a salary loading of 20% in lieu of public holidays on which the employee is not rostered to work and paid leave, other than long service leave.
28. Where salary sacrifice arrangements (and purchased leave or other relevant arrangements) are in place, the employee's salary for the purposes of superannuation, severance and termination payments will be determined as if the salary sacrifice (or other) arrangement had not been entered into.
29. The salary ranges and salary points for each work value level are at Attachments A to D. An employee will be paid at a salary point within a work value level unless otherwise determined under this Agreement or in accordance with the PS Act.
30. Employees will have their fortnightly salary paid in arrears by electronic funds transfer into a financial institution account of their choice allowing for reasonable disbursements or deductions at the request of the employee.

Salary of an employee upon commencement of this Agreement

31. An employee will receive the following productivity based salary increases:
 - a) 3% salary increase effective from the commencement date of this Agreement, and
 - b) 2% salary increase effective 1 year from the commencement date of the Agreement, and
 - c) 1% salary increase effective 2 years from the commencement date of the Agreement.

Salary on engagement

32. New ongoing employees will be engaged at the base point of their respective work value level salary range, unless a case is approved by the CEO for commencement at a higher salary.

Salary on reduction

33. Where an employee requests, or agrees in writing to temporarily perform work at a lower classification level, the CEO will determine the salary payable within the salary range of the lower classification for the period specified.
34. Where an employee's classification level is permanently reduced to a lower classification level, by consent or at the direction of the CEO, the CEO will determine the salary payable within the salary range of the lower classification level.

Salary on reclassification of a role

35. Where an employee's substantive role is reclassified at a higher work value level within a broadband, they may be moved to that higher work value level subject to:
 - a) achieving a rating of fully effective or higher in the most recent performance appraisal process, and
 - b) there is sufficient work available at the higher classification level, and
 - c) the employee has the necessary skills and proficiencies to perform that work.
36. Where an employee's substantive role is reclassified at a lower work value level within a broadband, income maintenance will apply until the role becomes vacant.

SUPPORTED SALARY RATES

37. Supported wage rates (Attachment E) apply to an employee with a disability who is eligible for consideration under the Supported Wage System.

SUPERANNUATION ARRANGEMENTS

38. AUSTRAC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
39. Employer contributions to the PSSap will be 15.4% of the employee's fortnightly contribution salary. Employer contributions for employees in other accumulation schemes will be at the same rate 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).
40. 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.
41. 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 Agency's payroll system.

SALARY SACRIFICE

42. AUSTRAC will provide access to salary sacrifice arrangements to its employees.
43. All costs associated with undertaking any salary sacrifice arrangements, including any fringe benefits tax liability payable by AUSTRAC are the responsibility of the employee.
44. Should an employee undertaking salary sacrifice arrangements cease employment with AUSTRAC, the employee will be required to take over the ownership or title of any commitment entered into by AUSTRAC on the employee's behalf. Any costs incurred by AUSTRAC on the discontinuation of the salary sacrifice arrangement will be met by the employee. Equally, any outstanding expenses yet to be fully reimbursed to AUSTRAC will be settled with AUSTRAC prior to separation.

SALARY INCREASE AS A RESULT OF PERFORMANCE

45. At the end of the annual performance management cycle, an employee who achieves a rating of fully effective or higher and, who has attended work at their substantive

level or at a higher classification level for a period totalling at least six calendar months during the performance management cycle i.e. 1 September to 31 August (regardless of whether they work full or part-time hours) will be advanced to the next pay point at their substantive salary level until such time as they reach the top of the salary range.

46. For the purposes of clause 45, an employee on any type of leave (excluding study leave approved under this Agreement) during the performance management cycle is not considered to have attended work for that period of leave.
47. An employee in receipt of a higher duties allowance at a higher classification for a continuous period of 12 months will be eligible for assessment, and, where they have achieved a rating of fully effective or higher, will be eligible for advancement to the next pay point of that higher classification level until such time as they reach the top of the salary range. The employee is required to have a performance agreement in place for the higher classification. Where an employee:
 - a) achieves salary progression at a higher classification based on their performance assessment at that level, and
 - b) reverts to their lower classification, and
 - c) later performs at the higher level again,

the employee will be paid a higher duties allowance at the last salary point they were on at the higher classification, irrespective of the length of time which may have elapsed.

48. An employee whose salary is advanced in accordance with clause 47 will also receive salary advancement for their substantive classification in accordance with clause 45.
49. An employee will be ineligible to receive a performance based salary increase at the end of the relevant performance management cycle if they have failed to participate in the performance management scheme. If the failure to participate is due to exceptional circumstances, as determined by the CEO, provided the employee's supervisor has assessed their performance for that performance cycle as fully effective or higher, the employee will be eligible to receive a performance based salary increase.
50. Where an employee demonstrates that they have made all reasonable efforts to complete their performance agreement and appraisal, and their manager has failed to finalise their assessment by 1 October following the end of that performance management cycle, the matter will be escalated to their manager's manager who will ensure that the assessment is finalised.
51. Where an employee goes on long term leave (e.g. maternity leave, long service leave) across a period where the performance management cycle ends, the employee and their manager are responsible for ensuring the performance appraisal is finalised prior to the leave commencing, unless exceptional circumstances exist as determined by the CEO.
52. The date of effect of the salary increase for eligible employees will be the beginning of the first complete pay period that falls on or after 1 October.

PART C. PERFORMANCE AND DEVELOPMENT

PERFORMANCE MANAGEMENT ARRANGEMENTS

53. The PS Act and *Australian Public Service Commissioner's Directions 2013* set out the requirement for agencies to have a performance management policy in place and details the responsibilities of agency heads, supervisors and employees in achieving effective performance.

Purpose

54. AUSTRAC's performance management program provides the framework for managing and improving the performance of employees, consistent with the achievement of the Agency's corporate objectives, by:
- a) ensuring that the process as a whole is administered and applied fairly to all employees
 - b) ensuring that the standards of performance expected of employees are clearly articulated and reasonable
 - c) recognising and rewarding employees for their performance and achievements at work
 - d) identifying and supporting the ongoing learning and development needs of employees where those learning and development needs are relevant to the employee's career goals and AUSTRAC's requirements
 - e) supporting employees' work performance by providing regular and structured feedback that fosters a high performance culture
 - f) discussing the potential impact of employees' proposed leave plans in each performance cycle, and
 - g) providing a mechanism for early identification and management of underperformance.
55. AUSTRAC's performance management program supports discussions between employees and their supervisors by providing a framework through which regular feedback on performance is given, and individual learning and development needs are identified.

Participation in performance management program

56. Employees must participate in AUSTRAC's performance management framework unless they are an ongoing employee on probation or a non-ongoing employee engaged for a period of less than three months.
57. The performance management policy sets out performance management processes, including the responsibilities, rights and obligations of managers and employees in managing performance and learning and development.
58. The following five-point rating scale will be used to define individual performance:
- exceptional
 - highly effective
 - fully effective
 - partially effective
 - not effective.

59. The performance management cycle operates over a twelve month period from 1 September to 31 August.

Managing for improved performance

60. Where underperformance is identified, AUSTRAC will work with affected employees and their managers to attain and sustain the required standards. Further information is available in the relevant policy.

STUDIES ASSISTANCE

61. The CEO may grant study leave up to a maximum of 120 hours per calendar year or financial assistance up to a maximum of \$4,000 per calendar year, or both, to an employee undertaking formal study. The CEO will grant paid or unpaid time off for approved students to attend compulsory examinations. Further information is available in the relevant policy.

PART D. ATTENDANCE AT WORK

WORKING HOURS

- 62. Employees may, with the approval of the CEO, access leave and flexible working arrangements having regard to AUSTRAC's operational requirements.
- 63. Where an employee is required to work in excess of, or a variation of their usual pattern of attendance over the settlement period, the manager will consult with the employee, having regard to the requirements of the FW Act.

Hours of work, standard bandwidth and settlement period

- 64. A full-time employee's ordinary hours of work are 37 hours and 5 minutes per week, which may be averaged over a settlement period.
- 65. A part-time employee's ordinary hours of work are the number of hours stated in the employee's part-time work arrangement.
- 66. The standard bandwidth is 7.00am to 7.00pm Monday to Friday. The CEO, in consultation with an employee, may vary the standard bandwidth.
- 67. Employees may work less than 148 hours and 20 minutes in a settlement period where the approval of their manager is obtained.
- 68. Full-time employees are required to work at least five hours per workday, unless absent for reasons approved under the terms of this Agreement, and may not work more than 10 hours on any one day unless specifically approved by a manager to do so.
- 69. For work health and safety reasons employees, including those on part-time work arrangements must not work more than five hours consecutively without at least a 30 minute rest break on any day that they work.

Flex time management for APS Level 1 to 6 employees

- 70. APS Level 1 to 6 employees may work flexible working hours. An employee must not accrue flex time credits unless there is an operational requirement or sufficient work to perform.
- 71. Unless otherwise agreed between the relevant supervisor and the affected employees the following arrangements will apply:
 - a) the maximum flex time credit at the end of the settlement period will be 37 hours and 5 minutes.
 - b) the maximum flex time debit at the end of the settlement period will be 10 hours. Where the debit exceeds 10 hours, the employee:
 - i. will reduce the debit to 10 hours or less over an agreed period, or
 - ii. may elect for the excess debit to be treated as other leave without pay to offset the debit.
- 72. The CEO may withdraw access to flexible working hours where an employee's attendance is unsatisfactory or flex time provisions are being misused. Any such arrangements imposed under this clause will be regularly reviewed.

Flex time leave

73. Employees may take flex time leave with the approval of their supervisor. Employees are required to provide reasonable notice to their supervisor when applying for flex time leave in other than exceptional circumstances.

Flex balances on cessation

74. Where for operational reasons it is not possible for an employee to reduce their flex credit to zero prior to the cessation of their employment, the credit will be paid out at ordinary time rates.
75. Where an employee is reassigned to an EL role on an ongoing or non-ongoing basis of more than three months, managers and employees should take all reasonable steps to balance any flex credits or debits to zero. Where for operational reasons it is not possible to reduce the flex credit to zero, it will be paid out at ordinary time rates based on their non-EL salary. Any outstanding flex debits will be recovered from salary based on their non-EL salary.

Excess travel time

76. Excess travel time is time above that which an APS Level 1 to 6 employee would usually spend travelling to and from work. Flex time will be credited for excess travel time to and from work where an employee is directed to report for work at a place other than the employee's usual place of work. Flex time may only be claimed for travel outside the standard bandwidth as provided for under clause 66 where it is unavoidable due to work requirements or transport arrangements.
77. Where an employee's usual place of work is variable within a specified district, the employee and their manager will agree on the usual place of work for the purposes of this Agreement. In this case a minimum of 20 minutes travelling time each way will apply. AUSTRAC will reimburse incurred travel expenses to a place other than the usual place of work.

Time off in lieu - travel

78. APS Level 1 to 6 employees who are required to travel on approved official business during weekends, on a public holiday, or during Christmas Closedown are eligible to access TOIL as follows:
- a) travel commencing after 12 noon Sunday or on a public holiday or during Christmas Closedown (or completed before 12 noon Saturday): a half day off in lieu
 - b) travel commencing before 12 noon Sunday or on a public holiday or during Christmas Closedown (or completed after 12 noon Saturday): one complete day off in lieu
 - c) travel commencing after 12 noon Saturday (or completed before 12 noon Sunday): one and a half days off in lieu, and
 - d) travel commencing before 12 noon Saturday (or completed after 12 noon Sunday): two complete days off in lieu.
79. Travel for the purposes of TOIL does not include travel undertaken on weekdays (other than public holidays or during Christmas Closedown) and weeknights. The actual day and time for the taking up of TOIL is subject to mutual agreement between the employee and their manager. TOIL cannot be converted to flex credits.

Executive Level 1 and 2 access to time off

- 80. While flex time provisions do not apply, EL employees will have access to flexible work hour patterns and arrangements (including part-time, job share and home based work).
- 81. EL employees, including part-time employees, because of their work roles, responsibilities and outcomes focus, will be required, from time to time, to undertake reasonable additional hours of work.
- 82. Where an EL employee has worked additional hours, the CEO may approve TOIL.
- 83. TOIL for additional time worked will not be provided on an hour for hour basis.

Flexible working arrangements

- 84. Employees may request flexible working arrangements in accordance with section 65 of the FW Act. Approval to undertake part-time work must not be withheld for employees with responsibility for the care of a child under six years of age.
- 85. Clause 84 does not prevent an employee from requesting flexible working arrangements including part-time work, job sharing and home based work, in circumstances other than those in section 65 of the FW Act.

Part-time work and job share arrangements

- 86. A part-time employee is an employee who is approved to work part-time for consistently less than 148 hours 20 minutes in a settlement period as detailed in their part-time work arrangement. Employees who job share are considered to be part-time.
- 87. Part-time hours should be no less than three hours per day and generally no more than 8 hours 30 minutes per day. A part-time employee may not work longer than 10 hours on any one day, other than in exceptional circumstances.
- 88. The CEO may approve regular part-time or job share work arrangements following a request from the employee(s) setting out their proposed arrangements. At the conclusion of the part-time work arrangement, the employee(s) may either return to full-time work or re-negotiate a further period of part-time work.

Home based work

- 89. An employee may apply to work from home on either a regular or occasional basis. Decisions in relation to work from home arrangements will be made on a case by case basis, and the employee will be required to enter into a written agreement with the CEO. In consultation with the employee, the CEO may vary the arrangement at any time.

LEAVE AND PUBLIC HOLIDAYS**Portability of leave from other agencies**

- 90. 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/carer's leave (however described) will be recognised, provided there is no break in continuity of service.
- 91. 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 (excluding accrued leave paid out on termination of employment) and Personal/carer's leave (however described) will be recognised.

92. For the purposes of this clause:
- a) 'APS employee' has the same meaning as in the PS Act
 - b) 'Parliamentary Service' refers to employment under the Parliamentary Service Act 1999.
93. The CEO may recognise unused personal/carer's leave entitlements accrued in Commonwealth agencies not staffed under the PS Act, provided there is no break in continuity of service where the employee joins AUSTRAC on or after the commencement date of this Agreement. Claims for recognition of accrued entitlements will be assessed on the basis of any information showing a legal entitlement to personal/carer's leave provided by the employee from their previous employers.

Annual leave

94. A full-time employee is entitled to 20 working days paid annual leave for each completed year of service, accruing progressively and credited daily. Where an employee works a period or periods of part-time service within a year of service, the employee's annual leave entitlement will accrue on a pro-rata basis according to the approved part-time hours of service performed during that period.
95. An employee can access annual leave credits, subject to operational requirements and approval of the CEO.
96. All employees are required to take as leave:
- a) at least one week accrued annual leave at full pay per calendar year (pro-rata for part-time employees), and
 - b) unless otherwise agreed in writing by the CEO, at least four weeks accrued annual leave at full pay over two consecutive calendar years (pro-rata for part-time employees).
97. Any unused annual leave accumulates. Annual leave counts as service for all purposes. Annual leave will not accrue in respect of any period of leave without pay that does not count as service exceeding 30 consecutive calendar days.
98. Where an employee has accrued more than 40 days annual leave credit, the employee and their manager will develop and agree on an action plan to manage the leave to below 40 days credit within six months. The action plan will include discussing how to reduce the employee's workloads to allow the employee to take sufficient annual leave to reduce their credits appropriately. Where the work opportunity exists and the manager has given approval for leave to be taken, and the leave is not taken within this period, the employee can be directed by the CEO to take leave.
99. The CEO, in consultation with the employee, may approve voluntary cashing out of annual leave. In order to cash out annual leave an employee must provide their agreement in writing, of the amount of annual leave that the employee is electing to cash out and the CEO must agree to the amount being cashed out. Any cashed out annual leave credit will be paid as if the employee had taken their annual leave credit. No more than 10 days annual leave credit may be cashed out in a 12 month period and the employee must retain a balance of at least four weeks annual leave credits.
100. An employee's annual leave will be recredited where they are required to take compassionate leave or personal/carer's leave in accordance with clause 106 (a) or (b) during a period of approved annual leave. The evidence requirements of clause 108 will apply. Employees may access annual leave credits where personal/carer's leave credits have been exhausted.

101. The CEO may approve other types of leave during a period of annual leave if satisfactory evidence is provided. Annual leave will be reccredited to the extent of any other leave granted, other than unpaid parental leave.

Annual leave half pay

102. Employees may access annual leave at half pay on the basis that one day annual leave at full pay is equivalent to two days annual leave at half pay. Employees with annual leave credits in excess of 40 days are not eligible to access annual leave at half pay.

Purchased leave arrangements

103. Employees may enter into a written agreement with the CEO to purchase leave in weekly blocks. The calculation of the cost of purchasing the leave will take into account superannuation, leave and any other salary on costs.
104. Employees can access purchased leave credits subject to operational requirements and the approval of the CEO. Employees are not required to use this leave in weekly blocks.
105. Approval to purchase leave must not be withheld in relation to an employee with responsibility for the care of a child under the age of six years.

Personal/carer's leave

106. Personal/carer's leave is a leave entitlement which may be taken for reason of:
- a) personal illness or injury of an employee not covered by workers' compensation, or
 - b) the provision by the employee of care or support for a member of the employee's immediate family, or member of the employee's household who requires care or support because the member is ill or injured or has an unexpected emergency, or
 - c) unexpected emergencies applying to an employee.

Evidence for taking personal/carer's leave

107. An employee is required to provide evidence to be entitled to paid personal/carer's leave, where:
- a) the employee is absent from work for a period of 3 or more consecutive work days, or
 - b) the employee has already taken 5 days or more paid personal/carer's leave in the current leave year; or
 - c) at the time of the reported absence, a supervisor directs the employee to provide evidence upon return to work.
108. Evidence for clause 107 means:
- a) a medical certificate
 - b) a statutory declaration which would satisfy a reasonable person that the leave was used for a purpose specified in clause 106, or
 - c) other evidence that demonstrates the reason for the absence.
109. If the employee does not, when required, provide evidence within a reasonable period, the absence will be treated as unauthorised leave.

- 110. Unused personal/carer's leave will not be paid out on separation.
- 111. Personal/carer's leave may be taken as part day absences (with corresponding adjustment to personal/carer's leave credits).

Ongoing employees

- 112. An employee engaged as a new ongoing employee (other than an employee who, immediately before engagement, was a non-ongoing employee) will be credited in advance with 18 days paid personal/carer's leave.

Note: Clause 112 does not apply to an employee who was already an ongoing employee before moving to AUSTRAC from another department or agency or an employee of a body recognised under clauses 91 and 92. Such an employee may carry over accrued personal/carer's leave credits under clauses 90 to 93. As such an employee's accrued personal/carer's leave credits will have been credited in advance, there will be no progressive accrual of personal/carer's leave until the anniversary of their next leave year, when the provisions of the following clause will apply.

- 113. An ongoing employee accrues 18 days cumulative personal/carer's leave credit for every year of service after the first year of service. That accrual will be credited on each anniversary of their leave year.

Note: AUSTRAC credits employees with paid personal/carer's leave annually in advance, instead of accruing it progressively during the year.

- 114. If, in a year, an employee is absent for more than 30 days on leave that does not count as service, their next personal/carer's leave credit will be postponed by that period of leave.

Non-ongoing employees

- 115. An employee who is a non-ongoing employee will be credited in advance with 18 days paid cumulative personal/carer's leave for the first year of service subject to a pro rata adjustment where their contract is for less than 12 months.
- 116. A non-ongoing employee accrues 18 days paid cumulative personal/carer's leave credit for every year of service after the first year of service.

Ongoing engagement of an AUSTRAC non-ongoing employee

- 117. If a non-ongoing employee with AUSTRAC becomes an ongoing employee with AUSTRAC without a break in service, the employee maintains their non-ongoing personal/carer's leave credit or debit at the date of becoming an ongoing employee. The employee receives their next 18 days paid cumulative personal/carer's leave credit on the anniversary of their commencement of the period of non-ongoing employment immediately prior to their conversion to ongoing employment. It is intended that the employee will have the same entitlement as if they had been engaged as an ongoing employee from the start of their AUSTRAC employment.

Part-time employees

- 118. Where an employee works a period or periods of part-time service within a year of service, the employee's personal/carer's leave entitlement will accrue and be credited on a pro-rata basis according to the approved part-time hours of service performed during that period.
- 119. Where a regular part time arrangement is in place, leave will only be granted for the period that the employee would have worked under that arrangement.

Compassionate leave

120. Paid leave for compassionate purposes will be granted to an employee, other than an casual employee, for a period of:
- a) three days per occasion when a member of their immediate family or household contracts or develops a serious or life-threatening personal injury or illness, and
 - b) three days per occasion on the death of a member of the employee's immediate family or household.
121. This leave may be taken as a single continuous period, as separate days or in separate periods as agreed between the employee and their supervisor.
122. An employee may be required to provide reasonable evidence to the CEO in support of an application for compassionate leave.

Parental leave

Maternity leave

123. Pregnant employees, other than casual employees, are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (Maternity Leave Act).
124. Pregnant employees, other than casual employees, are provided with an additional four weeks of paid leave to be taken continuous with an entitlement to paid maternity leave provided by the Maternity Leave Act.
125. An employee, other than a casual employee, who is not eligible for paid maternity leave under the Maternity Leave Act but who is confined (as defined under the Maternity Leave Act), will be eligible for four weeks of paid leave provided by AUSTRAC.
126. Leave taken under clauses 124 and 125 counts as service for all purposes.
127. Employees have the option to take leave under clauses 123, 124 and 125 at half pay on the basis that one day leave at full pay is equivalent to two days leave at half pay, In this instance, only half of the total period of leave will count as service.
128. On ending maternity leave, an employee has the return to work guarantee provided by the FW Act.

Adoption leave

129. Following adoption approval, an employee who is the primary carer of the child is entitled to 16 weeks of paid adoption leave where:
- a) the employee has completed at least 12 months of eligible service as defined by the Maternity Leave Act, and
 - b) the adoptive child must be under the age of 16 years on the day of placement, and
 - c) the adoptive child must not have previously lived with the employee for a period of six months or more before the day of placement, and
 - d) the adoptive child must not be a child or step-child of the employee or the employee's partner.
130. Adoption leave must be taken as a single, unbroken period after the day of placement of the child with the employee for adoption.
131. The 16 weeks of adoption leave counts as service for all purposes. Employees have the option to take this period of leave at half pay on the basis that one day leave at full

pay is equivalent to two days leave at half pay, In this instance, only half of the total period of leave will count as service.

132. Documentary evidence of approval for adoption must be submitted to the CEO when applying for adoption leave.
133. On ending adoption leave, an employee has the return to work guarantee provided by the FW Act.

Foster leave

134. If an employee has no other paid leave credits (e.g. annual leave), an employee may take up to two days unpaid pre-foster leave to attend interviews or examinations to assist the employee to obtain approval to foster a child.
135. Foster leave applies in relation to a child for whom the employee has assumed long term responsibility arising from the placement of the child by a permanent fostering arrangement:
 - a) by a person or organisation with statutory responsibility for the placement of the child, and
 - b) where the child is not expected to return to their family.
136. Following approval to foster a child, an employee who is the primary carer of the child is entitled to 16 weeks of paid foster leave where:
 - a) the employee has completed at least 12 months of eligible service as defined by the Maternity Leave Act, and
 - b) the foster child must be under the age of 16 years on the day of placement, and
 - c) the foster child must not have previously lived with the employee for a continuous period of six months or more before the day of placement, and
 - d) the foster child must not be a child or step-child of the employee or the employee's partner.
137. Foster leave must be taken as a single, unbroken period after the day of placement of the foster child with the employee.
138. The 16 weeks of foster leave counts as leave for all purposes. Employees have the option to take this period of leave at half pay on the basis that one day leave at full pay is equivalent to two days leave at half pay. In this instance only half of the total period of leave will count as service.
139. Documentary evidence of approval for the fostering arrangement must be submitted to the CEO when applying for foster leave.
140. On ending foster leave, an employee will be afforded the same return to work guarantee as provided for employees returning from adoption leave.

Supporting partner leave

141. An employee whose partner gives birth, adopts or fosters a child will be entitled to two weeks of paid supporting partner leave if the employee:
 - a) is not entitled to maternity leave under clause 123, adoption leave under clause 129, and foster leave under clause 136, and
 - b) ordinarily resides with the child.
142. Paid supporting partner leave counts as service for all purposes.

- 143. Documentary evidence must be submitted to the CEO when applying for supporting partner leave.
- 144. An employee's supporting partner leave will be reccredited where they are required to take personal/carer's leave in accordance with clause 106 (a) or (b) during a period of approved supporting partner leave. The evidence requirements of clauses 107 and 108 will apply.

Unpaid parental leave

- 145. Following the paid period of maternity, adoption, foster or supporting partner leave, an employee may take unpaid parental leave to enable them to continue to be the care-giver of the newborn, adopted or foster child. An eligible employee may take a total combined period of parental leave (both paid and unpaid) of up to 52 weeks.
- 146. Upon request from the employee, AUSTRAC may grant an additional period of unpaid parental leave of up to 12 months, immediately following the end of the initial 52 week period, subject to operational considerations.
- 147. Unpaid parental leave will not count as service for any purpose, except for the purposes set out in the FW Act and the Maternity Leave Act.

Long service leave

- 148. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 149. The minimum period during which long service leave can be taken 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 provided by legislation.
- 150. An employee's long service leave will be reccredited where they are required to take personal/carer's leave in accordance with clause 106 (a) during a period of approved long service leave. In this instance, a medical certificate must be provided.

Community service leave

- 151. AUSTRAC supports the release of employees from work to engage in community service activities, including jury service and voluntary emergency management activities.
- 152. An employee will continue to be paid by AUSTRAC during jury service.
- 153. An employee (other than a casual employee) is entitled to be absent from work because of carrying out emergency service duties. Emergency service leave is unpaid and can be taken for regular training, all emergency service responses, reasonable recovery time and ceremonial duties. However, the CEO has the discretion to approve paid leave on a case by case basis.
- 154. Notice of absence for community service leave must be provided to the CEO as soon as practicable, and the employee may be required to provide reasonable evidence of engaging in an eligible community service activity.
- 155. An employee may take personal/carer's leave in accordance with clause 106 (a) or (b) or compassionate leave during a period of approved community service. The evidence requirements of clauses 108 and 122 will apply.

Defence Reserve leave

- 156. The CEO may grant an employee leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

157. 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. 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. 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.
158. Employees are not required to pay their tax free ADF Reserve salary to AUSTRAC in any circumstances.
159. 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.
160. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts as service for all purposes except Annual leave.
161. Eligible employees may also apply for Annual leave, long service leave or use flex or make up time, for the purpose of fulfilling ADF Reserve Service, CFTS or Cadet Force obligations.
162. Employees are to notify supervisors when the dates of ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

Transitional arrangements

163. An employee is not to be disadvantaged by their entitlement being administered on a financial year basis rather than a calendar year.

Public holidays

164. Employees will be 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 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 FW Regulations from counting as a public holiday.
165. If under a law of a State or Territory, 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.

166. Regardless of whether Easter Saturday is recognised as a public holiday in the State or Territory, entitlements for employees who work or travel on Easter Saturday will be those that apply as if that day was a public holiday.
167. 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.
168. Where a public holiday falls during a period when an employee is absent on leave (other than annual 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).

Christmas Closedown

169. AUSTRAC will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
170. Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay). There will be no deduction from annual or personal leave credits for the closedown days.
171. Where an employee is required to work during the Christmas Closedown period, they will be entitled to paid overtime in accordance with clauses 182 to 194.

Leave for cultural, ceremonial or National Aborigines and Islanders Day Observance Committee (NAIDOC) related activities

172. The CEO may at their discretion grant paid or unpaid leave for cultural or ceremonial purposes or for preparation of, or participation in, NAIDOC related activities. Unpaid leave in excess of 30 days granted under this provision does not count as service except as provided for by legislation.

Other leave with or without pay

173. The CEO may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this Agreement.

Unauthorised absences

174. Where an employee is absent from duty without approval, eg without the express approval of their supervisor, or not in accordance with a term of this Agreement, the absence will be treated as an 'unauthorised absence' and will not count as service for any purpose under this Agreement, including remuneration and leave accrual. Any amounts paid to an employee in respect of an unauthorised absence are overpayments and AUSTRAC will seek to cover those amounts in accordance with the provisions of the Accountable Authority Instructions.

PART E. ALLOWANCES

TEMPORARY REASSIGNMENT OF DUTIES

Payment of allowance

175. Employees directed to temporarily perform duties at a higher work value level will be paid an allowance as outlined in this section. An allowance is not payable for a temporary reassignment of duties arrangement of less than five working days.

Equal to or greater than five days

176. Where the period of temporary reassignment of duties is equal to or greater than five working days, an allowance will be paid as follows:
- a) the difference between the employee's existing salary and the bottom of the salary range for the higher work value level, or
 - b) where an allowance is payable in accordance with the arrangements as set out in clause 47, that allowance will be payable.

Payment for temporary performance in SES roles

177. Where a non-SES employee is required to temporarily perform work in an SES role for a period equal to, or greater than five working days, the CEO will determine the rate of allowance to be paid.

Partial payment of higher duties allowance

178. Where a non-SES employee is assigned to perform part of the duties of a role (including in an SES role) that has a classification higher than the employee's substantive classification, the employee is eligible for the partial payment of a higher duties allowance. The employee must be provided with a copy of the job specification for the role detailing what duties they are required to perform.
179. The employee is to be paid higher duties allowance at a rate decided by the CEO.

Withdrawal of temporary reassignment of duties

180. If, for reasons such as changes in operational requirements, a temporary reassignment of duties arrangement of any duration is no longer required, or an employee cannot continue to perform higher duties for any reason, the CEO may cease the temporary reassignment of duties arrangement with the affected employee. The affected employee will be given a minimum of five working days written notice of the date when the temporary duties will come to an end.

Transitional arrangements

181. Where an employee was in receipt of higher duties allowance at the commencement of this Agreement, the employee will continue to be paid the higher duties allowance for the duration of the assignment of duties direction in force at that time.

OVERTIME

182. The CEO may direct an employee to work reasonable additional hours having regard to the requirements of the FW Act.

183. An employee at the APS 1 to 6 work value level who is directed to work additional hours will be paid for that additional time at an overtime rate. In exceptional circumstances, the CEO may authorise the payment of overtime rates to an employee at the EL 1 or EL 2 work value level.
184. Additional hours for this purpose include:
- a) time worked in excess of the standard working day,
 - b) time worked on a Saturday, Sunday or Public Holiday or during Christmas closedown.
185. Additional hours worked Monday to Saturday will be paid at the rate of time and a half for the first three hours each day and double time thereafter.
186. Additional hours worked on Sunday will be paid at the rate of double time.
187. Hours worked on a public holiday or during the Christmas closedown will be paid at the rate of time and a half for the first 7 hours and 25 minutes during the standard bandwidth. This payment is additional to any other payment for the public holiday or during the Christmas closedown. Any hours worked in excess of the standard working day within the standard bandwidth and any time worked outside the standard bandwidth will be paid at the rate of double time and a half.
188. With the approval of the manager, an employee may convert additional hours worked into time off in lieu at the same overtime rate that would otherwise be payable.
189. The minimum payment for hours worked on a Saturday, Sunday and other days where the hours worked were not connected to a standard working day, is four hours at the prescribed overtime rate.
190. The minimum payment for hours worked on Monday to Friday and other days where hours worked were connected to a standard working day, is one hour at the prescribed overtime rate.
191. An employee who is directed to work additional hours of five hours or more during a day on the weekend or is directed to work more than 10 hours during a weekday is entitled to a meal allowance as advised by an approved subscription provider. This allowance is subject to the employee taking at least a 30 minute meal break after five hours of work in accordance with clause 69. The rate of this allowance will be reviewed annually based on approved subscription provider rates as determined by the CEO. In the event that approved subscription provider rates cease to be available, the CEO will determine the rates.
192. Where an employee is directed to work additional hours pursuant to clause 182, reimbursement of childcare costs, not normally incurred, will be provided subject to the manager's pre-approval. Evidence of expenditure is required on each occasion when applying for reimbursement.
193. An employee who works approved overtime will be entitled to an eight hour break plus reasonable travelling time before recommencing work without incurring any loss of pay. Where this break is not possible due to operational requirements, the employee will be paid double time for the next period of work.
194. Overtime is not payable where employees work additional hours other than at the direction of the CEO.

RESTRICTION ALLOWANCE

195. The CEO may direct an employee to be contactable and available to perform duties outside the hours the employee attends for work (a restriction direction).

196. An employee may refuse a restriction arrangement in circumstances where it would be unreasonable having regard to:
 - a) any risk to employee health and safety
 - b) the employee's personal circumstances
 - c) the needs of the workplace
 - d) the notice (if any) given by the supervisor of the restriction direction and by the employee of their intention to refuse it, and
 - e) any other relevant matter.
197. A restriction direction must be in writing, stating what the employee is directed to do and how that differs from the employee's normal work conditions.
198. An employee is entitled to an allowance (a restriction allowance) if the employee:
 - a) is subject to a restriction direction, and
 - b) is not above the APS 6 level.
199. According to operational requirements, the CEO may grant a restriction allowance to an employee at the EL1 or EL2 levels.
200. The allowance is to be paid for each hour or part of an hour restricted as follows:
 - a) Monday to Friday – 7.5 per cent of the hourly rate of salary
 - b) Saturday or Sunday – 10 per cent of hourly rate of salary, and
 - c) Public holiday – 15 per cent of hourly rate of salary.
201. If the CEO has granted a restriction allowance under clause 199, the salary for calculating the hourly rate of salary is taken to be the maximum salary payable to an employee at the APS Level 6 classification.
202. Despite clauses 200 and 201, the CEO may approve another rate of restriction allowance for an employee, having regard to the circumstances of the restriction direction.
203. Restriction allowance is not payable for any period for which the employee receives another payment.
204. If an employee who is subject to a restriction direction is required to perform duty, the relevant overtime provisions apply to the duty, subject to:
 - a) if the employee is not recalled to the place of work to perform the duty – a one hour minimum payment, or
 - b) if the employee is recalled to a place of work to perform the duty – a three hour minimum payment.

DOMESTIC AND INTERNATIONAL TRAVEL

Domestic travel

205. An employee who travels on official business to a location(s) greater than 100 kilometres in distance from their usual place of work, and is required to be absent overnight, is entitled to TA.
206. The TA for overnight stays is based on the approved subscription provider rates, as determined by the CEO. In the event that the approved subscription provider rates cease to be available, the CEO will determine the rates.

207. Where an employee elects not to use AUSTRAC booked accommodation and instead chooses to stay in a non-commercial residence, an accommodation allowance of \$50.00 per night is payable to the employee
208. An employee at the APS Levels 1 to 6 who travels on official business may claim flex time for travel time which is additional to the usual travel time between their home and their usual place of work in accordance with clause 76.

International travel

209. An employee who is required to travel internationally on official business, and is required to be absent overnight, is entitled to TA.
210. The TA rate comprises the meal and incidental cost specified for the location and the employee's salary in accordance with the reasonable travel rates published by the Australian Taxation Office (ATO) each year. In the event that the ATO rates cease to be available, the CEO will determine the rates.
211. The designated class of air travel for international flights of less than six hours flight time is economy class. For international flights of more than six hours flight time the standard will be business class or equivalent. The CEO has the discretion to vary this arrangement, where appropriate including for operational, emergency, safety and/or medical reasons.
212. The class of accommodation for international travel is designated as four star, where available. Exceptions may be approved by the CEO where appropriate, including for operational, emergency, safety and/or medical reasons.

OTHER ALLOWANCES

Motor vehicle allowance

213. Where an employee is authorised to use a private motor vehicle for official purposes and use of that vehicle will involve less expense for AUSTRAC or greater efficiency, the employee will be paid a motor vehicle allowance.
214. The allowance rates will be determined by the CEO based on the approved subscription provider rates. In the event that the approved subscription provider rates cease to be available, the CEO will determine the rates.
215. Where air travel would have been involved, reimbursement of costs for using a motor vehicle will not exceed the amount that would otherwise be payable should travel be undertaken using air travel (based on equivalent discounted economy class airfare) and associated taxi fares.

Office duty allowances

216. An employee who is an office duty holder is entitled to an allowance of \$10.00 per week for each role, while they are actively performing the role.
217. The office duty allowance is not payable to an employee who is on leave for four weeks or more or who is otherwise absent from their office, and who is unable to undertake their office duty holder duties.
218. An employee who is temporarily assigned the duties of an office duty holder is entitled to an allowance of \$10.00 per week for the period they are undertaking the office duty holder role or until a new office duty holder is appointed.

Professional fees

219. Where an employee is a member of a professional or business association and the professional or business expertise promoted by the association is directly relevant to the job of the employee at AUSTRAC, the CEO may approve the reimbursement of any reasonable membership fees.

Financial counselling for mature aged workers

220. An employee who is aged 54 years and over and who is approaching, or genuinely considering retirement, will be entitled to a one off reimbursement of up to \$500.00 to contribute to obtaining professional financial advice.

Relocation expenses

221. The CEO may determine the extent of any financial assistance payable to an employee, or prospective employee, of AUSTRAC for relocation from one locality to another upon promotion, engagement, or ongoing or temporary reassignment in excess of 21 calendar days.
222. The extent of any financial assistance to be provided in respect of a relocation (including return to the previous location in the case of temporary assignment) will be advised to the employee, or prospective employee, wherever practicable in writing prior to them commencing in the new location).

Other work related expenses incurred by employees

223. The CEO may approve payment in respect of any necessary work related expenses incurred by an employee which are not otherwise covered by this Agreement.

PART F. OTHER EMPLOYMENT MATTERS

EMPLOYEE ASSISTANCE PROGRAM

224. AUSTRAC will provide access to a confidential, professional counselling service at no cost to employees.

ONGOING EMPLOYMENT REQUIREMENTS

225. A valid Australian Government Security Clearance at the required level and a satisfactory status on AUSTRAC Suitability Assessment checks and aftercare management program requirements are all essential qualifications for employment in AUSTRAC and conditions of engagement with AUSTRAC. Ongoing employment with AUSTRAC is subject to the essential qualifications of maintenance of a security clearance at the appropriate level and continuation of satisfactory status on AUSTRAC character check and aftercare management program review.

RESIGNATION

226. An employee should give at least four weeks' notice in writing of their intention to resign. An employee must complete their administrative obligations prior to their departure. Where an employee submits a resignation which takes effect on a public holiday, the resignation will be deemed effective from close of business on the working day immediately prior to the public holiday. All resignations will be deemed to take effect at close of business on the resignation date.

PART G. CONSULTATION

AUSTRAC CONSULTATIVE GROUP

227. There shall be a staff consultative forum to be known as the AUSTRAC Consultative Group. This forum will operate in accordance with a charter approved by the CEO.
228. The role of the ACG is to provide a consultative forum for developing and reviewing policies and procedures relating to the application of this Agreement and conveying feedback and advice to the CEO who is the final decision maker on all matters considered by the ACG.
229. The ACG will comprise:
- a) the CEO
 - b) representatives nominated by the CEO, and
 - c) up to six employees drawn from and elected by employees covered by this agreement.

CONSULTATION ABOUT MAJOR WORKPLACE CHANGE

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

Major change

231. For a major change referred to in clause 230 (a):
- a) AUSTRAC must notify the relevant employees of the decision to introduce the major change, and
 - b) clauses 232 to 238 apply.
232. The relevant employees may appoint a representative for the purposes of the procedures in this part.
233. If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
 - b) the employee or employees advise AUSTRAC of the identity of the representative,
- AUSTRAC must recognise the representative.
234. As soon as practicable after making its decision, AUSTRAC must:
- a) discuss with the relevant employees:
 - i. the introduction of the change
 - ii. the effect the change is likely to have on employees, and
 - iii. measures AUSTRAC is taking to avert or mitigate the adverse effect of the change on the employees, and

- b) for the purposes of the discussion – provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed, and
 - ii. information about the expected effects of the change on the employees, and
 - iii. any other matters likely to affect the employees.
- 235. However, AUSTRAC is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 236. AUSTRAC must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 237. If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of AUSTRAC, the requirements set out in clause 231 (a) and clauses 232 and 234 are taken not to apply.
- 238. In this part, 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 AUSTRAC's workforce or to the skills required of employees, or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure), or
 - d) the alteration of hours of work, or
 - e) the need to retrain employees, or
 - f) the need to relocate employees to another workplace, or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 239. For a change referred to in clause 230 (b):
 - a) AUSTRAC must notify the relevant employees of the proposed change; and
 - b) clauses 240 to 244 apply.
- 240. The relevant employees may appoint a representative for the purposes of the procedures in this part.
- 241. If:
 - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
 - b) the employee or employees advise the employer of the identity of the representative,

AUSTRAC must recognise the representative.
- 242. As soon as practicable after proposing to introduce the change, AUSTRAC must:
 - a) discuss with the relevant employees the introduction of the change, and
 - b) for the purposes of the discussion—provide to the relevant employees:

- i. all relevant information about the change, including the nature of the change, and
 - ii. information about what AUSTRAC reasonably believes will be the effects of the change on the employees, and
 - iii. information about any other matters that AUSTRAC reasonably believes are likely to affect the employees, and
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
243. However, AUSTRAC is not required to disclose confidential or commercially sensitive information to the relevant employees.
244. AUSTRAC must give prompt and genuine consideration to matters raised about the change by the relevant employees.
245. In this part: **relevant employees** means the employees who may be affected by a change referred to in clause 230.

PART H. MANAGING EXCESS EMPLOYEES

PRINCIPLES

246. These provisions apply to all ongoing APS employees other than employees on probation.
247. An employee whose services can no longer be effectively utilised in their current role will be provided with both support and options regarding their future career.
248. An employee may be considered excess if:
- a) their classification comprises a greater number of employees than is necessary for the efficient and economical working of AUSTRAC,
 - b) their services cannot be effectively used because of technological or other changes in the work methods of the Agency or structural or other changes in the nature, extent or organisation of the functions of the Agency, or
 - c) they are not willing to be reassigned to another locality when their usual duties are transferred, and AUSTRAC determines that these provisions will apply.
249. Where 15 or more employees are likely to become excess, AUSTRAC must comply with the relevant provisions of Division 2 of Part 3-6 of the FW Act.

DISCUSSION PROCESS

250. AUSTRAC will consult with any employee who is likely to become excess. Discussions with employees and, where they choose, their representatives will include, where relevant, discussion of:
- a) measures that could be taken to remove or reduce the incidence of an employee becoming excess
 - b) redeployment prospects for the employee concerned
 - c) the appropriateness of using voluntary redundancy, and
 - d) the method of identifying an employee as excess, having regard to the efficient and economical working of the Agency, and the relative efficiency of employees.
251. AUSTRAC may also invite non-excess employees to express an interest in voluntary redundancy, where this would facilitate the reassignment of excess employees (i.e. job swaps).
252. The maximum period of time allowed for consultations, as described in clauses 250 and 251, should generally be one month. If a longer period is sought it must be approved by the CEO. If a shorter period is being sought the employee must consent to that shorter period.

FORMAL DECLARATION OF EXCESS STATUS AND OFFER OF VOLUNTARY REDUNDANCY

253. Should an employee become excess to requirements, the CEO will inform the employee in writing that they have been formally declared excess, and at the same time make the employee an offer of voluntary redundancy. The offer will include the following information to assist the employee in their considerations:
- a) amount of severance pay, pay in lieu of notice and paid up leave credits

- b) advice to contact their relevant superannuation fund to obtain details of their superannuation entitlements and options
- c) taxation rules applying to the various payments, and
- d) assistance for professional financial advice up to a maximum of \$500.00.

Consideration period

- 254. From the date of being formally declared excess and offered voluntary redundancy, the employee will be provided one month in which to consider the offer and advise the CEO of their decision.
- 255. Should the employee request an earlier termination to a date within the consideration period, the employee will be entitled to receive payment for the unexpired portion of the consideration period.
- 256. An excess employee can only be made one offer of voluntary redundancy.

ACCEPTANCE OF VOLUNTARY REDUNDANCY

Period of notice

- 257. Should an employee accept the offer of voluntary redundancy, the CEO will issue a notice of termination in accordance with section 29 of the PS Act. The period of notice will be 4 weeks, or 5 weeks for an employee over 45 years of age with at least five years of continuous, current APS service.
- 258. Notice of termination will not be given before the end of the period, without the agreement of the employee.
- 259. Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired period will be made.

Redundancy Benefit

- 260. An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the CEO under s.29 of the PS Act 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 NES.
- 261. The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.
- 262. 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.
- 263. For the purposes of calculating severance pay, 'salary' will include:
 - a) the employee's full-time salary, adjusted on a pro rata basis for any period of service where an employee has worked part-time hours and that employee has less than 24 years full-time service
 - b) allowances which have been paid during periods of annual leave and on a regular basis and not be a reimbursement of expenses incurred or a payment for disabilities associated with the performance of a duty, and

- c) additional payments for the performance of a temporary role through a reassignment of duties, where the employee has been performing duties at the higher work value level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination.

Defined APS service

264. Service for severance benefit purposes means:

- a) service in AUSTRAC
- b) Government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976
- c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes
- d) service with the Australian Defence Forces
- e) APS service immediately preceding deemed resignation under the repealed section 49 (Marriage Bar) of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes, and
- f) service in another organisation where the employee was re-assigned 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 APS and such service is recognised for long service leave purposes.

265. For earlier periods of service to count they must be continuous, except where:

- a) the break in service is less than one month and occurred where an offer of employment was made and accepted before ceasing with the preceding employer, or
- b) the earlier period of service was with the APS and terminated under the repealed section 49 (Marriage Bar) of the *Public Service Act 1922*.

266. Any period of service which 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 unsatisfactory 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 APS Code of Conduct.
- b) on a ground equivalent to a ground listed in subparagraph (a) above under the repealed PS Act, 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.
267. Absences that do not count as service for long service leave purposes will not count as service for severance benefit purposes.

RETENTION AND REDEPLOYMENT

Retention period

268. Should an employee not accept the offer of voluntary redundancy, the employee will commence their retention period from the date the employee was formally declared excess to requirements and offered voluntary redundancy in accordance with clause 253. The notice period will be concurrent with the retention period.
269. 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:
- a) 56 weeks where the employee has 20 years or more service or is over 45 years of age, or
 - b) 28 weeks for all other employees.
270. If an employee is entitled to a redundancy payment under the NES, the retention period at clause 268 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).
271. Where the CEO is satisfied that there is insufficient productive work available for the employee within the agency during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS:
- a) the CEO may terminate the employee's employment under s.29 of the PS Act; and
 - b) upon termination, the employee will be paid a lump sum comprising:
 - i. the balance of the retention period (as shortened for the NES under clause 270) and this payment will be taken to include the payment in lieu of notice of termination of employment, and
 - ii. the employee's NES entitlement to redundancy pay.

Redeployment

272. During the retention period AUSTRAC:
- a) will continue to take reasonable steps to redeploy the excess employee in accordance with applicable APS-wide redeployment principles, mechanisms and arrangements; and
 - b) may, after giving four weeks' notice, reassign the excess employee to a lower classification level vacancy. Income maintenance up to the pre-reassignment salary level will be provided for the balance of the retention period.
273. The CEO may deploy the excess employee to any vacancy which the employee is qualified to fill. Where an employee is successfully redeployed, they are no longer considered an excess employee for the purposes of this Agreement. However, if their deployment was to a role below the employee's current substantive work value level, income maintenance will apply for the remaining balance of their retention period.

- 274. An employee may only refuse redeployment, and still be considered an excess employee, where the vacancy to which the employee is to be redeployed is at a different location.
- 275. Upon the employee's request, the CEO may approve reasonable travel and incidental expenses incurred in seeking alternative employment in a new locality, where these costs are not met by the prospective employer.

INVOLUNTARY TERMINATION

- 276. If an excess employee is unsuccessful in obtaining permanent redeployment during the retention period, the CEO will advise the employee in writing of their intention to involuntarily terminate the employee under section 29 of the PS Act.
- 277. The employee will be given 4 weeks' notice of termination (or 5 weeks for an employee over 45 years of age with at least five years of continuous, current APS service). This period of notice will be served, as far as practicable, concurrently with the retention period as outlined in clauses 268 and 270.
- 278. An excess employee must not be terminated involuntarily by the CEO under section 29 of the PS Act if they have not been invited to accept an offer of voluntary redundancy.
- 279. No redundancy benefit will be payable under clause 260. The excess employee will be entitled to the minimum redundancy pay entitlement under the NES.

PART I. DISPUTE RESOLUTION

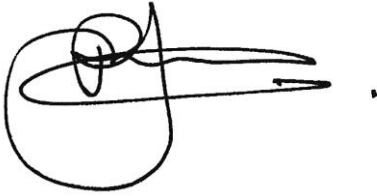
280. If a dispute relates to:
- a) a matter arising under the agreement, or
 - b) the National Employment Standards,
- this part sets out procedures to settle the dispute.
281. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this part.
282. 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.
283. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
284. The Fair Work Commission may deal with the dispute in 2 stages:
- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note: If 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 Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.
285. 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 the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
286. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this part.

PART J. FORMAL ACCEPTANCE OF THIS AGREEMENT

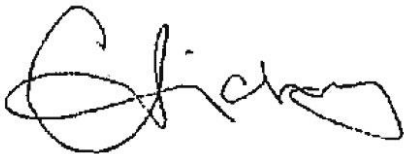
For the Commonwealth

A handwritten signature in black ink, appearing to read 'Paul Jevtovic', with a large circular flourish at the start.

Paul Jevtovic, APM
Chief Executive Officer, AUSTRAC
Level 7, Tower A, Zenith Centre,
821 Pacific Highway
CHATSWOOD NSW 2067

29 February 2016

Bargaining Representative Signature

A handwritten signature in black ink, appearing to read 'Clare Vickery', with a large circular flourish at the start.

Clare Vickery
Level 7, Tower A, Zenith Centre,
821 Pacific Highway
CHATSWOOD NSW 2067

29 February 2016

ATTACHMENT A – SALARY RANGES AND SALARY POINTS

ADMINISTRATIVE

AUSTRAC Administrative Broadband 1				
I	II	III	IV	V
Work Value Range (Approved APS Classification Level)	Current Salary	Salary from commencement date of Agreement (3% increase)	Salary from 12 months post date of effect of Agreement (2% increase)	Salary from 24 months post date of effect of Agreement (1% increase)
APS Level 1	45,251	46,609	47,541	48,016
	46,103	47,486	48,436	48,920
	46,957	48,366	49,333	49,826
	47,813	49,247	50,232	50,735
	48,666	50,126	51,128	51,640
	49,519	51,005	52,025	52,545
APS Level 2	51,226	52,763	53,818	54,356
	52,080	53,642	54,715	55,262
	52,933	54,521	55,611	56,168
	53,788	55,402	56,510	57,075
	54,641	56,280	57,406	57,980
	55,495	57,160	58,303	58,886
	56,349	58,039	59,200	59,792
APS Level 3	57,201	58,917	60,095	60,696
	58,056	59,798	60,994	61,604
	58,909	60,676	61,890	62,509
	59,763	61,556	62,787	63,415
	60,618	62,437	63,685	64,322
	61,470	63,314	64,580	65,226
	62,324	64,194	65,478	66,132
APS Level 4	63,178	65,073	66,375	67,039
	64,031	65,952	67,271	67,944
	65,312	67,271	68,617	69,303
	66,594	68,592	69,964	70,663
	67,447	69,470	70,860	71,568
	68,727	70,789	72,205	72,927
	70,010	72,110	73,553	74,288

AUSTRAC Administrative Broadband 2				
I	II	III	IV	V
Work Value Range (Approved APS Classification Level)	Current Salary	Salary from commencement date of Agreement (3% increase)	Salary from 12 months post date of effect of Agreement (2% increase)	Salary from 24 months post date of effect of Agreement (1% increase)
APS Level 5	70,863	72,989	74,449	75,193
	71,716	73,867	75,345	76,098
	72,570	74,747	76,242	77,004
	73,424	75,627	77,139	77,911
	74,276	76,504	78,034	78,815
	75,132	77,386	78,934	79,723
	75,985	78,265	79,830	80,628
	77,693	80,024	81,624	82,441
APS Level 6	79,399	81,781	83,417	84,251
	81,107	83,540	85,211	86,063
	82,815	85,299	87,005	87,875
	84,521	87,057	88,798	89,686
	86,231	88,818	90,594	91,500
	88,344	90,994	92,814	93,742
	90,454	93,168	95,031	95,981

Executive Level 1 Administrative Work Value Range				
I	II	III	IV	V
Work Value Range (Approved APS Classification Level)	Current Salary	Salary from commencement date of Agreement (3% increase)	Salary from 12 months post date of effect of Agreement (2% increase)	Salary from 24 months post date of effect of Agreement (1% increase)
Executive Level 1	97,034	99,945	101,944	102,963
	98,512	101,467	103,497	104,532
	100,154	103,159	105,222	106,274
	101,796	104,850	106,947	108,016
	103,848	106,963	109,103	110,194
	105,900	109,077	111,259	112,371
	107,543	110,769	112,985	114,115
	110,464	113,778	116,053	117,214

Executive Level 2 Administrative Work Value Range				
I	II	III	IV	V
Work Value Range (Approved APS Classification Level)	Current Salary	Salary from commencement date of Agreement (3% increase)	Salary from 12 months post date of effect of Agreement (2% increase)	Salary from 24 months post date of effect of Agreement (1% increase)
Executive Level 2	113,100	116,493	118,823	120,011
	116,112	119,595	121,987	123,207
	118,672	122,232	124,677	125,924
	121,234	124,871	127,368	128,642
	124,651	128,391	130,958	132,268
	127,212	131,028	133,649	134,985
	129,772	133,665	136,338	137,702
	133,627	137,636	140,389	141,792

ATTACHMENT B – SALARY RANGES AND SALARY POINTS

LEGAL

AUSTRAC Legal Broadband 1				
I	II	III	IV	V
Work Value Range (Approved APS Classification Level)	Current Salary	Salary from commencement date of Agreement (3% increase)	Salary from 12 months post date of effect of Agreement (2% increase)	Salary from 24 months post date of effect of Agreement (1% increase)
APS Level 4 (Legal Officer Level 1)	63,178	65,073	66,375	67,039
	64,031	65,952	67,271	67,944
	65,312	67,271	68,617	69,303
	66,594	68,592	69,964	70,663
	67,447	69,470	70,860	71,568
	68,727	70,789	72,205	72,927
	70,010	72,110	73,553	74,288
APS Level 5 (Legal Officer Level 1)	70,863	72,989	74,449	75,193
	71,716	73,867	75,345	76,098
	72,570	74,747	76,242	77,004
	73,424	75,627	77,139	77,911
	74,276	76,504	78,034	78,815
	75,132	77,386	78,934	79,723
	75,985	78,265	79,830	80,628
	77,693	80,024	81,624	82,441

AUSTRAC Legal Work Value Range				
I	II	III	IV	V
Work Value Range (Approved APS Classification Level)	Current Salary	Salary from commencement date of Agreement (3% increase)	Salary from 12 months post date of effect of Agreement (2% increase)	Salary from 24 months post date of effect of Agreement (1% increase)
APS Level 6 (Legal Officer Level 2)	79,399	81,781	83,417	84,251
	81,107	83,540	85,211	86,063
	82,815	85,299	87,005	87,875
	84,521	87,057	88,798	89,686
	86,231	88,818	90,594	91,500
	88,344	90,994	92,814	93,742
	90,454	93,168	95,031	95,981
Executive Level 1 (Senior Legal Officer)	97,034	99,945	101,944	102,963
	98,512	101,467	103,497	104,532
	100,154	103,159	105,222	106,274
	101,796	104,850	106,947	108,016
	103,848	106,963	109,103	110,194
	105,900	109,077	111,259	112,371
	107,543	110,769	112,985	114,115
Executive Level 2 (Principal Legal Officer)	110,464	113,778	116,053	117,214
	113,100	116,493	118,823	120,011
	116,112	119,595	121,987	123,207
	118,672	122,232	124,677	125,924
	121,234	124,871	127,368	128,642
	124,651	128,391	130,958	132,268
	127,212	131,028	133,649	134,985
	129,772	133,665	136,338	137,702
	133,627	137,636	140,389	141,792

ATTACHMENT C – SALARY RANGES AND SALARY POINTS

INFORMATION AND COMMUNICATION TECHNOLOGY (ICT)

AUSTRAC Information and Communication Technology Work Value Range				
I	II	III	IV	V
Work Value Range (Approved APS Classification Level)	Current Salary	Salary from commencement date of Agreement (3% increase)	Salary from 12 months post date of effect of Agreement (2% increase)	Salary from 24 months post date of effect of Agreement (1% increase)
APS Level 4 (ICT Officer 1)	63,178	65,073	66,375	67,039
	64,031	65,952	67,271	67,944
	65,312	67,271	68,617	69,303
	66,594	68,592	69,964	70,663
	67,447	69,470	70,860	71,568
	68,727	70,789	72,205	72,927
	70,010	72,110	73,553	74,288
APS Level 5 (ICT Officer 2)	70,863	72,989	74,449	75,193
	71,716	73,867	75,345	76,098
	72,570	74,747	76,242	77,004
	73,424	75,627	77,139	77,911
	74,276	76,504	78,034	78,815
	75,132	77,386	78,934	79,723
	75,985	78,265	79,830	80,628
APS Level 6 (Senior ICT Officer)	77,693	80,024	81,624	82,441
	79,399	81,781	83,417	84,251
	81,107	83,540	85,211	86,063
	82,815	85,299	87,005	87,875
	84,521	87,057	88,798	89,686
	86,231	88,818	90,594	91,500
	88,344	90,994	92,814	93,742
Executive Level 1 (Manager, ICT)	90,454	93,168	95,031	95,981
	97,034	99,945	101,944	102,963
	98,512	101,467	103,497	104,532
	100,154	103,159	105,222	106,274
	101,796	104,850	106,947	108,016
	103,848	106,963	109,103	110,194
	105,900	109,077	111,259	112,371
	107,543	110,769	112,985	114,115
	110,464	113,778	116,053	117,214

AUSTRAC Information and Communication Technology Work Value Range (cont'd)				
I	II	III	IV	V
Work Value Range (Approved APS Classification Level)	Current Salary	Salary from commencement date of Agreement (3% increase)	Salary from 12 months post date of effect of Agreement (2% increase)	Salary from 24 months post date of effect of Agreement (1% increase)
Executive Level 2 (Director, ICT)	113,100	116,493	118,823	120,011
	116,112	119,595	121,987	123,207
	118,672	122,232	124,677	125,924
	121,234	124,871	127,368	128,642
	124,651	128,391	130,958	132,268
	127,212	131,028	133,649	134,985
	129,772	133,665	136,338	137,702
	133,627	137,636	140,389	141,792

ATTACHMENT D – SALARY RANGES AND SALARY POINTS

AUSTRAC GRADUATE

AUSTRAC Graduate Broadband 1				
I	II	III	IV	V
Work Value Range (Approved APS Classification Level)	Current Salary	Salary from commencement date of Agreement (3% increase)	Salary from 12 months post date of effect of Agreement (2% increase)	Salary from 24 months post date of effect of Agreement (1% increase)
APS Level 3	57,201	58,917	60,095	60,696
	58,056	59,798	60,994	61,604
	58,909	60,676	61,890	62,509
	59,763	61,556	62,787	63,415
	60,618	62,437	63,685	64,322
	61,470	63,314	64,580	65,226
	62,324	64,194	65,478	66,132
APS Level 4	63,178	65,073	66,375	67,039
	64,031	65,952	67,271	67,944
	65,312	67,271	68,617	69,303
	66,594	68,592	69,964	70,663
	67,447	69,470	70,860	71,568
	68,727	70,789	72,205	72,927
	70,010	72,110	73,553	74,288
APS Level 5	70,863	72,989	74,449	75,193
	71,716	73,867	75,345	76,098
	72,570	74,747	76,242	77,004
	73,424	75,627	77,139	77,911
	74,276	76,504	78,034	78,815
	75,132	77,386	78,934	79,723
	75,985	78,265	79,830	80,628
	77,693	80,024	81,624	82,441

ATTACHMENT E – SUPPORTED SALARY RATES

E.1 This attachment defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

E.2 In this attachment:

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

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

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

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

Supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the [Job Access website](http://www.jobaccess.gov.au) (www.jobaccess.gov.au).

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

E.3 Eligibility criteria

E.3.1 Employees covered by this attachment will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

E.3.2 This attachment does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

E.4 Supported wage rates

E.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity (clause E.5)	Relevant Minimum Wage
%	%
10	10
20	20
30	30
40	40

50	50
60	60
70	70
80	80
90	90

E.4.2 Provided that the minimum amount payable must be not less than \$81 per week.

E.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

E.5 Assessment of capacity

E.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

E.5.2 All assessments made under this attachment must be documented in an SWS wage assessment agreement, and retained by AUSTRAC as a time and wages record in accordance with the FW Act.

E.6 Lodgement of SWS wage assessment agreement

E.6.1 All SWS wage assessment agreements under the conditions of this attachment, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by AUSTRAC with the Fair Work Commission.

E.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and AUSTRAC parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

E.10.1 In order for an adequate assessment of the employee's capacity to be made, AUSTRAC may employ a person under the provisions of this attachment for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

E.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

E.10.3 The minimum amount payable to the employee during the trial period must be no less than \$81 per week.

E.10.4 Work trials should include induction or training as appropriate to the job being trialled.

E.10.5 Where AUSTRAC and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.