



ASD Terms and Conditions of Employment (non-SES) Determination 2023 – Transitional

I, Rachel Noble, Director-General Australian Signals Directorate, make the following Determination under subsection 38A(3) of the *Intelligence Services Act 2001*.

Dated 8 September 2023

Rachel Noble PSM
Director-General
Australian Signals Directorate

1 Name

This instrument is the *ASD Terms and Conditions of Employment (non-SES) Determination 2023 – Transitional*.

2 Commencement

This instrument commences on 8 September 2023.

3 Authority

This instrument is made under subsection 38A(3) of the *Intelligence Services Act 2001* (Cth).

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Part A – Operation of the Determination, consultation and dispute resolution

A1 Introduction

- A1.1 This Determination may be cited as the ASD Employment Determination 2023 and provides terms and conditions of employment for all employees of ASD below Senior Executive Service.
- A1.2 Managers and supervisors of ASD employees, including members of the ADF who supervise ASD employees, must apply the provisions of this Determination in an appropriate manner and in accordance with the ASD Values, ASD Employment Principles and ASD Code of Conduct.
- A1.3 Upon the commencement of this Determination, the following determinations made pursuant to section 38A(3) of the *Intelligence Services Act 2001* will be revoked and will cease to be of effect:
- a. ASD Terms and Conditions of Employment (non-SES) Determination 2020
 - b. ASD Terms and Conditions of Employment (non-SES) Determination 2020 (Amendment) 2022 – Pay Increase
- A1.4 This Determination commences operation on 8 September 2023.
- A1.5 This Determination will continue in force until:
- a. it is expressly replaced in its entirety by another determination made under section 38A of the *Intelligence Services Act 2001*, or
 - b. it is revoked.
- A1.6 This Determination will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Determination and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

A2 Principles and values-based employment framework

- A2.1 To allow flexibility in decision-making, this Determination provides a principles-based decision-making framework. The following principles underpin all provisions in this Determination:
- a. making the most efficient use of resources and supporting sustainable environmental management;
 - b. providing a safe, secure and fair environment;
 - c. assisting employees to balance their work and private commitments, taking into consideration ASD's operational requirements;
 - d. respecting and valuing diversity; and
 - e. preventing discrimination.

A3 Policies and guidance

- A3.1 The Director-General may issue People Policies and Guidance to support the operation of this Determination. These policies do not form part of this Determination. Such policies cannot change a term or condition of employment contained in this Determination.
- A3.2 Prior to such policies being amended or introduced, ASD will make the proposed policy available to employees, including through the Workplace Relations Forum and Joint Staff Consultative Group, for their views and feedback. ASD will consider any comments or feedback received prior to finalising the policy.

A4 Authority of the Director-General

- A4.1 The Director-General may:
- a. delegate any power or function under this Determination to a person or persons occupying or performing the duties of certain positions (this may include an ADF member, a secondee or exchange officer).
 - b. make directions as to the exercise of a delegation under sub-paragraph A4.1a, and
 - c. delegate a power that is expressly conferred on a class of persons under this Determination to any other role, position or person.

A5 Consultative mechanisms

- A5.1 This Determination continues the operation of the Workplace Relations Forum (WRF) and Joint Staff Consultative Group (JSCG) comprising senior ASD officials and employee representatives. ASD will consult with, and take into account the views of, the WRF and JSCG on matters relating to employment of ASD employees, including the implementation and operation of this Determination and related policies, as these affect the employment conditions of employees.
- A5.2 The WRF will operate in accordance with the agreed Terms of Reference. These Terms of Reference can be amended by the agreement of the members of the WRF.
- A5.3 The Terms of Reference do not form part of this Determination.

A6 Consultation

- A6.1 ASD will engage in genuine and effective consultation to enable employees and relevant unions to have a voice on matters that affect them in the workplace. Genuine and effective consultation with employees and relevant unions is sound management practice. It fosters a positive and inclusive workplace culture, where the views of employees are considered and taken into account before decisions that substantially impact them are made or implemented.

- A6.2 The benefits of genuine and effective employee and union consultation include enhanced employee engagement and morale, increased productivity, access to new ideas, better outcomes in change implementation, stronger employee commitment to ASD's goals and objectives, and improved staff retention.
- A6.3 ASD recognises that unions speak on behalf of their members and have an important role to play in supporting employees and facilitating communication on workplace matters. The role of employee representatives, including union delegates, will be respected and facilitated as they perform a vital role in consultation processes.
- A6.4 Consultation is required in relation to:
- a. changes to work practices which materially alter how an employee carries out their work
 - b. changes to or the introduction of policies or guidelines, unless the changes are minor or procedural
 - c. major change that is likely to have a significant effect on employees
 - d. changes to employees' regular roster or ordinary hours of work, subject to any other relevant provisions in this Determination, and
 - e. other workplace matters that are likely to materially impact employees.
- A6.5 Consultation will include, unless outside the control of ASD:
- a. providing a genuine opportunity to influence a decision or, where that is not within the control of ASD, the implementation of a decision
 - b. providing relevant information to employees and unions in a timely manner to support consideration of the issues
 - c. considering the feedback from employees and unions and explaining how that feedback was used
 - d. advising employees and unions of the outcome of the consultation and decision, and
 - e. respecting the rights of employees to be represented and for unions to be engaged in a consultative process.
- A6.6 Without limiting other consultation obligations in this section, ASD must consult with affected employees when it:
- a. has decided to introduce a 'major change' to its production, programs, organisation, structure or technology that is likely to have a 'significant effect' on employees, or
 - b. proposes to change regular rosters or ordinary hours of work.
- A6.7 A 'major change' is likely to have a 'significant effect' if it results in:
- a. termination of employment
 - b. major changes in the composition, operation or size of the workforce or to the skills required of employees
 - c. the elimination or diminution of job opportunities, including opportunities for promotion or tenure
 - d. the alteration of hours of work
 - e. the need to retrain employees

- f. the need to relocate employees to another workplace, or
 - g. the restructuring of jobs, redesign of how work is done, or changes in classification.
- A6.8 As soon as practicable after a decision to introduce major change is made, ASD must:
- a. notify the relevant employees
 - b. discuss with the relevant employees:
 - i. the introduction of the change
 - ii. the effect the change is likely to have on the employees, and
 - iii. measures ASD is taking to avert or mitigate the adverse effects of the change on the employees, and
 - c. for the purposes of the discussion, provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed
 - ii. information about the expected effects of the change on the employees, and
 - iii. any other matters likely to affect the employees.
- A6.9 As soon as practicable after proposing to introduce a change to the regular roster or ordinary hours of work of employees, ASD must:
- a. discuss with the relevant employees the introduction of the change
 - b. for the purposes of the discussion, provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change
 - ii. information about what ASD reasonably believes will be the effects of the change on the employees, and
 - iii. information about any other matters that ASD 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).
- A6.10 'Relevant information' may include, but is not limited to:
- a. organisational charts
 - b. position descriptions (before and after)
 - c. timetables
 - d. key dates
 - e. standard operating procedures
 - f. instruction manuals, and
 - g. details on changes to workload.
- A6.11 ASD is not required to provide confidential or commercially sensitive information.
- A6.12 ASD will give prompt and genuine consideration to matters raised about the change by the relevant employees.
- A6.13 If a relevant employee(s) appoints a representative for the purposes of consultation, and the employee(s) advises ASD of the identity of the representative, ASD will recognise the representative.

A7 Freedom of association and rights to representation

- A7.1 ASD recognises that employees are free to choose whether or not to join a union.
- A7.2 ASD recognises the important and legitimate role of unions in the workplace. The role of workplace representatives, including union delegates and other non-union employee representatives, will be respected and supported. ASD will treat union delegates fairly and without discrimination.
- A7.3 Employees have the right to be represented by their union in all workplace matters, and to have their industrial interests, both individually and collectively, represented by that union, including in the disputes procedure under section A8.
- A7.4 Employees have a right to reasonable paid time for discussions with their union delegates on workplace matters during working hours.
- A7.5 Union delegates will have access to reasonable facilities and reasonable paid time to conduct their role during working hours.
- A7.6 ASD recognises that union visibility in the workplace is important. Delegates and members will not be prevented from wearing lanyards or lapel pins, or displaying or wearing other union material, unless doing so would be a conflict with genuine uniform requirements or the material contains a political message.

A8 Dealing with disputes

- A8.1 If a dispute relates to a matter arising under this Determination or the National Employment Standards, this term sets out procedures to settle the dispute.
- A8.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- A8.3 In the first instance, an employee or their representative should discuss the dispute with their supervisor. If discussions at the workplace level do not resolve the dispute, it should be referred to more senior levels of management for resolution.
- A8.4 If discussions with senior levels of management do not resolve the dispute, an employee may choose to lodge a grievance using procedures established under subsection 38H(1) of the *Intelligence Services Act 2001*.

A9 Review of decision to terminate employment

A9.1 Termination of, or a decision to terminate, employment cannot be reviewed under section A8.

A10 Separation

A10.1 An employee may consent to separate from their employment on terms agreed with the Director-General. This provision will not be used to enhance a redundancy benefit or where the employment would otherwise be terminated, without the consent of the employee, pursuant to section 38A(4) of the *Intelligence Services Act 2001*.

Part B – Managing and structuring the workforce

B1 Broadbands

- B1.1 The Director-General may approve the creation, amendment or cessation of a broadband across ASD classifications consistent with the following principles:
- a. the broadband operates consistent with the ASD Classification Policy, as amended from time to time
 - b. any barriers within the broadband will not result in the employee receiving less, under sections G2 or G6, than they would have received had the broadband not been created
 - c. any broadband operates according to its terms, as if they were part of this Determination, and
 - d. the operation, amendment or cessation of a broadband will be subject to consultation with affected employees in accordance with section A6.
- B1.2 The ASD Classification Policy, as amended from time to time, sets out broadband policy and details how broadbands operate.

B2 Support for critical occupations and roles critical to ASD capability

- B2.1 ASD will develop strategies to assist in the attraction and retention of employees performing individual roles critical to ASD in critical occupations or occupational disciplines which may include:
- a. benchmarking the employment offer with similar organisations
 - b. understanding supply and demand characteristics for critical employment areas such as engineering, technical, intelligence and security occupations through improved workforce planning
 - c. ASD career and skill leads being accountable to progress ASD skill pathway workforce strategies, and
 - d. providing additional assistance to an identified group of jobs.
- B2.2 Managers and employees, through the Performance Feedback Assessment and Development Scheme, are required to play a key role in contributing to strategies that actively attract and retain the ASD workforce in critical occupations or occupational disciplines by:
- a. participating in succession planning, mentoring initiatives and identifying training and professional development using occupation profiles in the ASD Classification Policy, as amended from time to time, and
 - b. engaging with ASD career development and workforce strategies.
- B2.3 **Skills Payment.** In accordance with sub-paragraph B2.1d the Director-General may prescribe a payment, in addition to the rate of salary otherwise payable under this Determination.

- B2.4 The payment and the period fixed under section B2 may differ within an identified group of roles.
- B2.5 A payment payable under paragraph B2.3 is paid on a fortnightly basis and is to count as salary as specified in Annex E. All other provisions of this Determination continue to apply to employees receiving such a payment.
- B2.6 Bonus payment(s) may be prescribed by the Director-General, in addition to or in lieu of any payment approved under paragraph B2.3.
- B2.7 The maximum duration of an arrangement approved under paragraphs B2.3 and B2.6 is the life of this Determination.
- B2.8 The arrangement may be reviewed at any time if the circumstances giving rise to the arrangement have changed.
- B2.9 ASD may recognise, retain and attract employees who have identified critical skills, significant knowledge or experience through use of an Individual Determination consistent with section G7 of this Determination.

B3 Workforce retention

- B3.1 ASD recognises the knowledge and contribution made to capability by our experienced employees. ASD will:
- a. encourage retention of employees who have identified critical skills, significant knowledge or experience through use of Individual Determinations consistent with section G7 of this Determination
 - b. encourage supervisors and employees to make use of flexible leave and working arrangements, such as part-time work, job sharing and home-based work to enable transition to retirement or otherwise meet the personal circumstances of employees
 - c. reimburse costs of up to \$925 towards financial advice obtained in relation to moving towards retirement, or as agreed by the Director-General on a change in financial circumstances, on a once-only basis per retirement or change in financial circumstances, and
 - d. provide access, during working hours, to superannuation seminars where such seminars have been discussed and agreed with their supervisor.
- B3.2 The amount of reimbursement in subparagraph B3.1c will increase in line with the Insurance and Financial Services Consumer Price Index at each anniversary of this Determination.

Part C – Managing organisational change

C1 Application

- C1.1 The provisions of this Part apply to ongoing employees where changes are likely to result in employees not having an ongoing job in a new structure.

C2 Consultation

- C2.1 Employees are to be consulted on organisational change in accordance with section A6 as a major change.
- C2.2 A change proposal is not to be implemented until approved by the Director-General.

C3 Training and support

- C3.1 Support and, where appropriate, training is to be provided to all employees covered by a change proposal to assist them with the change and to transition to new technology, business processes and organisational structures.
- C3.2 Targeted training and support will be provided to potentially excess and excess employees to assist them with redeployment.
- C3.3 ASD will meet the costs of financial advice up to a limit of \$925 where an employee has been provided with a financial estimate of a voluntary retrenchment package. This amount will increase in line with the Insurance and Financial Services Consumer Price Index at each anniversary of this Determination.

C4 Redeployment for potentially excess and excess employees

- C4.1 Redeployment is the process of locating alternative employment for a potentially excess or excess employee within ASD. Potentially excess and excess employees are to be considered in advance of, and in isolation from, other applicants for substantively vacant ongoing ASD positions at their substantive classification level (or at a lower level) for which they apply or are referred. To be found suitable for a vacancy, the potentially excess or excess employee need only demonstrate that, with training, they would be able to satisfactorily perform the duties of the position within a period of three to six months.
- C4.2 Where the number of employees at a given classification level exceeds the number of positions at that classification level in the new organisational structure, ASD will use fair and transparent processes to determine which of those employees are most suitable for the available positions. At the earliest possible stage a process will be selected having regard to:
- a. minimising the impact on employees

- b. ensuring the best fit between employees' existing capabilities and the requirements of the new organisational roles, and
 - c. establishing pathways to redeployment, either inside ASD or, under section 38G of the *Intelligence Service Act 2001*, in the APS.
- C4.3 A potentially excess or excess employee may be redeployed, with or without consent, to a position at their substantive classification for which they are suitable.
- C4.4 A potentially excess or excess employee may give their consent to be redeployed to a position at a lower classification. Subject to giving four weeks' notice, an excess employee may be redeployed to a position below the employee's classification for which they are suitable without the employee's consent.
- C4.5 Where an excess employee is redeployed, the Director-General will advise the employee that their excess status has ended.
- C4.6 **Income maintenance.** A potentially excess or excess employee who is redeployed to a lower classification level will have their salary maintained at the higher level for 52 weeks from the date of their reduction while they remain in ASD employment. An employee who has received income higher than their substantive level for a continuous period of at least 52 weeks immediately preceding the date of reduction, and who could reasonably have expected to continue receiving the higher income but for their reduction, is to have their income maintained at the higher level for 52 weeks.

C5 Excess status

- C5.1 An employee who cannot be redeployed within a reasonable period may be notified by the Director-General, in writing, that they are excess to ASD's requirements. Before declaring an employee as excess the Director-General must be satisfied that the following relevant factors have been taken into account:
- a. individual circumstances of the employee, including having regard to their ability to engage in the redeployment process during any authorised long term absence from the workplace
 - b. whether the change proposal has been implemented correctly and in accordance with the ASD organisational change policy, as amended from time to time
 - c. action that has been taken to ensure all opportunities for redeployment have been explored, including but not limited to:
 - i. employee participation in the redeployment process
 - ii. efforts to redeploy the employee to suitable duties within the new organisational structure or elsewhere within ASD, and
 - iii. the efforts to re-train or re-skill the employee to enhance their redeployment prospects, and
 - d. likelihood of the employee being redeployed to an APS agency.

- C5.2 The employee has one week from the date of a notification under paragraph C5.1 to respond. The employee may choose to reduce the notification period. At the end of the notification period the Director-General may declare an employee excess.
- C5.3 **Retention period.** An employee, other than an employee on a period of probation, commences a 30 week period of retention in employment from the date of being declared excess to ASD's requirements. The 30 week retention period will be reduced by an amount equivalent to the employee's National Employment Standards (NES) redundancy pay entitlement, where the employee declines, or does not respond, to an offer of voluntary retrenchment made under section C6.
- C5.4 The retention period may be extended for no more than 13 weeks by any Personal/Carer's leave for personal illness or injury granted during the retention period where the approved absence:
- is more than two weeks, and
 - is supported by medical certification or other appropriate supporting material.
- C5.5 The retention period may also be extended for a fixed period at the discretion of the Director-General.
- C5.6 **Early termination of retention period.** Where the Director-General is satisfied that there is insufficient productive work available for an excess employee within ASD during the remainder of the retention period and that there are no reasonable redeployment prospects:
- the Director-General may, with the agreement of the employee, terminate the employee's employment under section 38A of the Intelligence Services Act 2001, provided the employee has been invited to accept, and has declined or not responded to, an offer of voluntary retrenchment, and
 - upon termination, the employee will be paid a lump sum comprising:
 - the balance of the retention period (as shortened for the NES under paragraph C5.3) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
 - the employee's NES redundancy pay entitlement, and
 - any lump-sum payment under subparagraph C5.6b is not to exceed the payment the employee would have received as a severance benefit had they accepted the offer of voluntary retrenchment.

C6 Voluntary retrenchment

- C6.1 The Director-General must offer voluntary retrenchment to an excess employee within 12 weeks from the date of their excess declaration. The timing of the offer will have regard to the reduction in the employee's retention period as set out in paragraph C5.3.
- C6.2 Once an offer is made, the employee has two weeks to respond.

- C6.3 If the employee accepts the offer, they are to nominate a date of retrenchment normally between two weeks and four weeks from the date of the offer providing it is within 12 weeks of the excess declaration. The employee may nominate a date within two weeks of the offer, where the Director-General agrees.
- C6.4 If the excess employee either declines, or does not respond to, the offer of voluntary retrenchment within two weeks from the date of the offer, any relevant retention period continues, reduced by an amount equivalent to the employee's NES redundancy pay entitlement. No further offer of voluntary retrenchment will be made to the employee.
- C6.5 The Director-General reserves the right to withdraw an offer of voluntary retrenchment without the employee's consent, at any time prior to the date of formal acceptance or, with the employee's consent, up until the date it takes effect. Withdrawal of the offer is not to be construed as an offer declined by the employee.
- C6.6 **Composition of a voluntary retrenchment package.** A voluntary retrenchment package comprises:
- a severance benefit of two weeks' salary for each completed year of continuous service for severance pay purposes, plus a pro rata payment of subsequent months of service, with a minimum of four weeks' salary and a maximum of 48 weeks' salary. The amount of the severance benefit cannot be less than the employee's NES redundancy pay entitlement
 - payment in lieu of notice of either four weeks' salary, or five weeks if the employee is over 45 years of age and has at least five years continuous service
 - payment in lieu of Long Service leave (for employees with a minimum of one years' service) and Annual leave credits
 - a special benefit equal to four weeks' salary, if the employee's employment is terminated within four weeks of the date of the offer of a voluntary retrenchment, and
 - the employee's superannuation benefits.
- C6.7 **Part-time service.** The severance component of the voluntary retrenchment package will be calculated on a pro rata basis where the employee has worked part-time hours during the period of service and has less than 24 years eligible full time service.
- C6.8 **Salary for the purposes of calculating a severance benefit.** Salary for the purpose of calculating severance benefits means the employee's salary including:
- Additional Responsibility Pay where the employee has been in receipt of the higher salary for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment
 - salary that is being maintained in accordance with paragraph C4.6
 - a payment in accordance with paragraphs B2.3 or G7
 - shift penalties where the employee has undertaken shift work and is eligible to receive shift penalties for 50 per cent or more of the pay period in the 12 months preceding the date on which the employee is given notice of termination of employment. A weekly average of penalties due over the 12 months will be included in the salary, and

e. other allowances in the nature of salary as set out in Annex E.

C6.9 Service for the purpose of calculating severance benefits. Service for severance pay purposes, subject to the limits below, means:

- a. service in an agency as defined in the PS Act
- 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 or body corporate in which the Commonwealth does not have a controlling interest) which is recognised for Long Service leave purposes
- d. service in the Australian Defence Force (note the exclusions below)
- e. service in another organisation where:
 - i. an employee was moved from the APS or ASD employment to give effect to an administrative rearrangement, or
 - ii. an employee of that organisation is engaged as an APS or ASD employee as a result of an administrative re-arrangement, and
 - iii. such service is recognised for Long Service leave purposes.

But does not include:

- f. absences from duty which do not count as service for Long Service leave purposes, or
- g. any period of service which ceased:
 - i. through termination on the following grounds:
 - the employee lacks, or has lost, an essential qualification for performing their duties
 - non-performance, or unsatisfactory performance of duties
 - inability to perform duties because of physical or mental incapacity
 - failure to satisfactorily complete an entry level training course
 - failure to meet a condition imposed under subsection 22(6) of the PS Act or ASD equivalent
 - breach of the APS or ASD Code of Conduct, or
 - any other ground prescribed by the Public Service Regulations or ASD equivalent.
 - ii. with the payment of a redundancy (severance) benefit or similar payment or an employer-financed benefit (e.g. superannuation). For ex-ADF members this means that as at the date of separation from the ADF they had not accepted an employer-financed retirement benefit in respect of their period of ADF Service;
 - iii. through voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - iv. on a ground equivalent to those in sub-subparagraph C6.9g(i) above, under the repealed *Public Service Act 1922*.

C6.10 For earlier periods of APS or other Commonwealth service to count there must be no breaks between the periods of service, except where:

- a. the break in service is less than one month and occurred where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer, or
- b. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*.

C6.11 Where an employee has had an unbroken sequence of APS employment, ACT Public Service (ACTPS) employment (commencing 1 July 1994) and subsequent APS employment, ASD recognises the combined periods of APS, ACTPS and APS service as continuous service for severance pay purposes.

C7 Involuntary retrenchment

- C7.1 An excess employee not permanently redeployed by the end of their retention period, as reduced by a period equivalent to their NES redundancy pay entitlement, may be involuntarily retrenched by having their employment terminated by the Director-General. Involuntary retrenchment is not to occur unless an offer of voluntary retrenchment has already been made in accordance with section C6.
- C7.2 An excess employee is to be provided with written notice of the intention to terminate their employment four weeks prior to the end of their retention period, or five weeks prior to the end of their retention period where the employee is over 45 years of age and has at least five years' continuous ASD and/or APS service.
- C7.3 **Composition of an involuntary retrenchment package.** An involuntary retrenchment package comprises:
- a. payment in lieu of Annual leave and Long Service leave
 - b. available superannuation benefits, and
 - c. the employee's NES redundancy pay entitlement.
- C7.4 An involuntarily retrenched employee is not eligible for the severance benefit or special benefit components of the voluntary retrenchment package detailed at paragraph C6.6.

Part D – Leading employees to high performance

D1 Performance in ASD

- D1.1 ASD recognises that to be a high performing organisation requires:
- a. employees who are comfortable with their capabilities and work environment
 - b. supporting employees to achieve their best, including making reasonable adjustments where needed and appropriate
 - c. providing clear, measurable, and achievable expectations for staff with consideration for their strengths and capabilities
 - d. comprehensive training that is delivered in ways that suits diverse learning needs
 - e. regular communication and feedback between employees and supervisors where expectations are made clear and all parties are comfortable contributing to the discussion, and
 - f. clear guidance and training to supervisors and managers on issues related to staff management and applying ASD policy.

D2 Performance Feedback Assessment and Development Scheme (PFADS)

- D2.1 PFADS provides a framework for employees and their supervisors to discuss and establish expectations regarding performance, behaviour, and any required support, including professional development, to consistently achieve higher levels of performance, and to address performance where it falls below the standards expected.
- D2.2 Managing performance is the shared responsibility of employees, their supervisors, and managers. All employees and their supervisors are required to participate in PFADS. Employees and/or their supervisors who refuse to participate in PFADS are not eligible to receive performance progression listed at paragraph G2.1.
- D2.3 The core elements of PFADS include:
- a. **Setting expectations for performance and behaviour.** A supervisor or manager's expectations must be clear, measurable, and achievable during the performance cycle. Performance expectations must be appropriate for the classification level.
 - b. **Support.** Appropriate methods to support an employee's high performance should be identified, and this may include professional development, reasonable adjustments, and/or an agreement to the most appropriate style or method of communication.
 - c. **Ongoing monitoring and feedback.** Regular conversations about the employee's performance and/or behaviour should occur during the performance cycle, including when the employee is meeting or exceeding the set standards. Ongoing monitoring and feedback should guide the employee to high performance and may identify any additional support required.
 - d. **Managing performance.** Where an employee's performance and/or behaviours are not up to the required standards, the supervisor and/or manager should advise the employee, ensure

that expectations are clear, measurable, and achievable, and support the employee to meet or exceed those expectations. Where an employee's performance and/or behaviours meets or exceeds expectations, the supervisor and/or manager should advise the employee in order to encourage and facilitate continued high performance.

- e. **Recording performance decisions.** Officially recognising high performance, or where performance and/or behaviours continue to fall short of expectations.

D2.4 A refusal or failure to participate in PFADS may also constitute a breach of the ASD Values, ASD Employment Principles, and ASD Code of Conduct.

D2.5 **Application to ADF supervisors.** The requirement for ADF supervisors of ASD employees to participate in PFADS is a lawful general order for the purposes of the *Defence Force Discipline Act 1982*. ADF supervisors are to conduct performance exchanges with each of their ASD employees, and provide ongoing monitoring and feedback in accordance with this Determination.

D3 Performance cycle

D3.1 The PFADS performance cycle runs from 1 September to 31 August each year.

D4 Learning and development

D4.1 **Skilling the ASD workforce.** Employees are to be able to access opportunities to gain nationally recognised statements of attainment, qualifications, or other forms of recognition that are consistent with the Australian Qualifications Framework and are appropriate and cost effective. In having such opportunities provided, employees may:

- a. gain and maintain currency of the core and specialist skills and knowledge required to perform their current job
- b. seek to further develop their careers within ASD and wider Commonwealth
- c. identify learning needs, and
- d. maintain an accurate record of their learning achievements in the personnel system.

D4.2 **Regional learning and development support fund.** The Director-General may approve support from the Regional Learning and Development Support Fund to facilitate accredited training and education for employees who are:

- a. located outside major metropolitan centres, or
- b. where there is no reasonable access to training facilities, or
- c. where learning and development funding in an employee's business unit is not reasonably available.

- D4.3 Support under this fund includes but is not limited to:
- a. meeting of significant travel costs for employees to attend accredited training and education, career development and leadership programs, relevant seminars and forums and mandatory corporate training and awareness programs, and
 - b. meeting of significant travel costs and/or the payment of compulsory fees to attend training where staff turnover or workplace changes result in a skills gap that cannot be addressed through normal means.
- D4.4 **Education assistance.** The Director-General may approve financial support and working or leave arrangements for a course of study for an employee. Time spent by an employee on approved education activities within a standard day (refer to paragraph E1.1) counts as service.

D5 Performance assessment

- D5.1 Following the end-cycle performance exchange between the employee and their first level supervisor, the Director-General is to determine a performance rating for each employee in accordance with the relevant policy as amended from time to time.

D6 Improving poor performance

- D6.1 If at any time the performance and/or behaviours of an employee are not meeting expected standards, the supervisor and the employee are to work together through regular communication and feedback, ensuring that expectations are clear, measurable, and achievable. The employee and supervisor will have access to performance counselling and guidance to assist in identifying and implementing any required support.
- D6.2 Guidance may include a third party assessment. This assessment will not assume that any identified performance issues are necessarily the fault of the employee, and will confirm that:
- a. the employee's PFAD is appropriate and the expectations are clear, measurable, and achievable
 - b. all parties have made genuine attempts to resolve any identified issues within the workplace or through performance counselling, and
 - c. there are no extenuating circumstances that would make it inappropriate to continue down a formal performance assessment.
- D6.3 Where, despite such efforts, performance continues to fall below the standard expected, a formal performance assessment process will commence. This will be managed under ASD's managing poor performance procedures and includes the requirement to formally notify the employee in writing of the following:
- a. how the employee's performance is not meeting the standard expected
 - b. that performance needs to improve
 - c. how the employee's performance will be assessed

- d. the period of time over which performance will be assessed and factors under which that period may be extended due to leave or other circumstances, and
- e. the possible consequences if the employee has not attained and sustained the required standard by the end of the assessment period.

D6.4 An employee has the right to respond to a notice issued in accordance with paragraph D6.3 and have a support person, or a union delegate or workplace representative, present during any performance discussions between the employee and their supervisor.

D6.5 The formal improvement and assessment period will be no less than 8 weeks, unless the employee agrees to a shorter period.

D6.6 Where an employee's performance remains unsatisfactory following a formal improvement and assessment period, the Director-General may determine that the employee be reduced in classification, reassigned to other duties, or have their employment terminated.

D7 Early termination of employment with consent

D7.1 An employee, with their consent, may be terminated at any stage during the managing poor performance process. Where an employee agrees to have their employment terminated under this paragraph, they will be eligible to receive payment of an amount determined by the Director-General in lieu of a managing poor performance process, unless exceptional circumstances apply as determined by the Director-General.

Part E – Working arrangements

E1 Attendance and hours of work

- E1.1 **Full-time employees.** The ordinary hours of duty for a full-time employee are 37 hours and 30 minutes per week for the purposes of calculating pay, attendance, and flextime. This equates to a standard day of 7 hours 30 minutes per day for full-time employees other than shiftworkers.
- E1.2 Standard hours are 0830h to 1230h and 1330h to 1700h Monday to Friday or as varied under a local working arrangement (section E5).
- E1.3 **Part-time employees.** For part-time employees, ordinary hours of duty are those agreed in the employee's part-time approval document.
- E1.4 **Regular breaks.** An employee shall, unless extraordinary operational circumstances prevail, take a break of at least 30 minutes after working for five hours.
- E1.5 Employees must record the actual time of commencing and ceasing duty each day.

E2 Span of hours

- E2.1 The ordinary span of hours within which employees can work flexible hours is 0700h to 1900h, Monday to Friday, excluding public holidays, except for:
- a. shiftworkers, and
 - b. employees working under a local work arrangement made under section E5 of this Determination which has varied the span of hours.
- E2.2 **Agreed pattern of hours.** An employee, other than a shiftworker, is to work their ordinary hours of duty, within the span of hours, in a pattern agreed to by the employee and their supervisor, taking into account the employee's personal circumstances. Where agreement cannot be reached, section E7 applies.
- E2.3 Where an employee requests to work part or all of their ordinary hours of duty outside the span of hours for personal reasons, on a temporary or ongoing basis, and this request can be accommodated, they are not eligible for shift penalties or overtime payments unless otherwise determined by the Director-General.
- E2.4 An employee, working flexible hours in accordance with paragraph E2.1, may work more than the hours of a standard day, but must work those hours within the span of hours.

E3 Excessive work hours

- E3.1 Employees will not be required to work more than 10 ordinary hours in a day, unless:

- a. they are 12 hour shiftworkers covered by section E11 of this Determination, or
 - b. there is a need to work beyond 10 hours a day to meet essential operational requirements.
- E3.2 For employees required to work beyond 10 hours in a day consistent with subparagraph E3.1b, overtime payment provisions in section E10 apply to the duty performed in excess of 10 hours.
- E3.3 Work extending beyond the standard day is subject to the availability of work and the approval of the employee's supervisor.

E4 Other specified working arrangements.

- E4.1 Annex B contains special conditions applying to:
 - a. non-ongoing employees performing duties that are irregular or intermittent, and
 - b. employees required to reside on-site.

E5 Local working arrangements

- E5.1 A group of employees, or an individual employee, and their supervisor may enter into a local work arrangement. Local working arrangements may be further varied in consultation with the relevant employees.
- E5.2 Subject to paragraph E5.4, a local work arrangement may vary working hours provisions contained in this Determination except for the following:
 - a. the definition of a standard day
 - b. ordinary hours of duty
 - c. the settlement period for flextime
 - d. the right of the employee to use excess flex credits within a reasonable period of accumulating them
 - e. the application of section E3 of this Determination
 - f. the right of the employee to seek review of a decision, made by their supervisor, that will reduce the employee's access to flexible working hours, where such variation has not been mutually agreed between the supervisor and employee, and
 - g. the prescribed retention period for attendance records.
- E5.3 A local working arrangement must be fully documented and can only be varied in consultation with the relevant employees.
- E5.4 Subject to paragraph E5.5, the span of hours specified in a local working arrangement must be of no more than a 12-hour period falling completely within the limits of 0600h and 2000h Monday to Friday.
- E5.5 The Director-General may approve a local working arrangement introducing a span of hours which:

- a. exceeds 12 hours per day, or
- b. does not fall completely within the hours specified in paragraph E5.4.

E6 Flextime

E6.1 Flextime will operate in ASD unless:

- a. the Director-General considers it necessary, because of essential work requirements, for an employee or group of employees in a workplace to revert to standard hours in accordance with section E7 for a specified period, or
- b. one of these exclusions applies. An employee who is:
 - i. a Category B employee, or
 - ii. working according to a shift roster, or
 - iii. removed from flextime for a specified period because the employee has failed to comply with the provisions of flextime.

E6.2 An absence on flex leave is subject to agreement between the supervisor and the employee, and may be subject to change due to operational requirements.

E6.3 An employee's attendance outside the hours of a standard day, but within the ordinary span of hours, will be subject to the availability of work and the approval of the supervisor.

E6.4 **Flex credit.** Employees may carry over a flex credit of up to the ordinary full time weekly hours (37 hours and 30 minutes) from one settlement period to the next, subject to their agreed pattern of hours.

E6.5 The settlement period is the two week period over which flextime credits and debits are calculated. This includes public holidays.

E6.6 An employee's supervisor may approve flex credits in excess of 37 hours and 30 minutes being carried over, provided that arrangements are made to reduce the credit below this amount within the ensuing four weeks.

E6.7 Where arrangements cannot be made under paragraph E6.6, the employee may take up to two days off. Such time off is to:

- a. be notified to their supervisor with at least one week's notice
- b. be accessed within eight weeks of the approved carryover of excess credits, and
- c. reduce the excess flex credit.

E6.8 **Flex debit.** The maximum flex debit that can be carried over from one settlement period to the next is 10 hours. Any flex debit in excess of 10 hours is to be cleared in the next settlement period.

E7 Reversion to standard hours

- E7.1 The Director-General can direct an employee to revert to standard hours where it is reasonable to do so based on:
- a. work requirements – where essential operational requirements and availability of work may necessitate a temporary variation to hours worked, including reversion to standard hours, or
 - b. non-compliance – where an employee does not comply with the provisions of flexible working hours, including any local arrangements, or
 - c. agreement not being reached between an employee and their supervisor on the employee's pattern of hours.
- E7.2 For the purposes of paragraph E7.1 and paragraph D4.4 standard hours are as stated in paragraph E1.2 or as directed by the supervisor, taking into account the individual's circumstances and the workplace norm.
- E7.3 When an employee is reverted to standard hours, the arrangement must be in writing.
- E7.4 An employee, or group of employees, must not be placed on standard hours indefinitely. The circumstances giving rise to the reversion to standard hours must be reviewed after a reasonable period.

E8 Travel time

- E8.1 An employee who undertakes official travel, within the span of hours and where the total hours worked that day, including official travel, exceeds the employee's ordinary hours of duty, may claim the travel time that falls within the span of hours as either flextime or time off in lieu (TOIL).
- E8.2 Where employees are required to undertake official domestic travel outside the ordinary span of hours, or official overseas travel that does not attract a rest day, flextime or TOIL would normally be available. The time off is not calculated at overtime rates.
- E8.3 **Excess travelling time (ETT).** Category A employees are eligible to claim ETT when they are:
- a. temporarily relocated, and
 - b. not receiving an approved travel budget, and
 - c. incurring additional travelling time (as per paragraph E8.4).
- E8.4 Where the additional time spent travelling exceeds one half hour in any day or a total of two and a half hours in any fortnight, ETT is paid at the rate of single time for travel on Monday to Saturday, and time and one half for travel on a Sunday or public holiday. Eligible employees may elect to receive a credit of flextime or use TOIL as an alternative to payment of ETT.

E9 Working arrangements for Category B employees

- E9.1 Category B employees are sometimes required to work additional hours and salary for these employees already includes a measure of compensation for these extra hours.
- E9.2 The working arrangements for a Category B employee should be agreed at the section or branch level through discussion between the manager and the employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and life. The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload, and include any reasonable additional hours. The agreed pattern of hours is to be recorded. A supervisor is to grant time off in lieu (TOIL) in recognition of reasonable additional hours worked. TOIL may be taken as whole or part days and may be taken in conjunction with approved leave.
- E9.3 Unreasonable additional hours for a Category B employee is where the hours worked are regularly or substantially more than those agreed. Consistent with the National Employment Standards, an employee may refuse to work unreasonable additional hours. What is unreasonable can vary based on the employee's personal circumstances. Where such hours are worked, the Director-General may grant TOIL on an hour for hour basis or approve overtime. Regardless of how the employee is compensated for working unreasonable additional hours, work requirements must be reviewed to ensure only reasonable additional hours are worked.

E10 Overtime

- E10.1 Category A employees are eligible to be paid overtime. Overtime, including emergency duty, will not be paid to Category B employees unless approved by the Director-General.
- E10.2 A supervisor may direct an employee to work reasonable overtime at overtime rates in accordance with paragraph E10.1. Overtime is to be worked by prior direction or, if circumstances do not permit prior direction, subsequently approved in writing.
- E10.3 In accordance with section 62 of the FW Act, an employee may refuse to work additional hours if they are unreasonable having regard to:
- any risk to employee health and safety
 - the employee's personal circumstances, including any family responsibilities
 - the needs of the workplace
 - the notice (if any) given by the supervisor of the overtime and by the employee of their intention to refuse it, and
 - any other relevant matter.
- E10.4 **Overtime – non-shiftworkers.** For full-time employees other than shift workers, duty is to be considered overtime where the employee is directed to perform work on:
- Monday to Friday, outside the ordinary span of hours

- b. Monday to Friday during the ordinary span of hours, but beyond the length of time the employee is ordinarily required to work on the day concerned, or
- c. on a Saturday, Sunday, public holiday, or the Additional day described at Table F1.

E10.5 **Overtime – shiftworkers.** For full-time shiftworkers duty is to be considered overtime where directed to perform work:

- a. on any day which is outside the normal rostered ordinary hours of duty on that day, or
- b. in excess of the ordinary hours of duty, or an average of the ordinary hours of duty over a cycle of shifts.

E10.6 **Overtime – part-timers.** Part-time employees directed to work outside the span of ordinary hours for the day specified in their part-time work agreement, or at any time on a day not specified in their part-time work agreement and for which there is no mutual agreement to exchange that day with another day within the settlement period, are to receive overtime payments.

E10.7 For the purpose of determining whether overtime is continuous with an employee's ordinary hours of duty, meal periods are to be disregarded.

E10.8 **Rates.** Rates of overtime payable to an employee are at Table E1.

Table E1 – Overtime rates

For overtime worked on	Non-shiftworker	Shiftworker
Monday to Friday – first 2 hours	150%	150%
Monday to Friday – after the first 2 hours	200%	200%
Saturday first 2 hours	150%	200%
Saturday after the first 2 hours	200%	200%
Sunday	200%	200%
Public holiday or Additional day*	250%	250%

* Payment rate for overtime duty on a public holiday or the Additional day (Table F1) includes any ordinary salary for that day (such as for non-shiftworkers on a week day).

E10.9 The rate at which overtime is paid for a continuous period may increase, but cannot decrease.

E10.10 Salary for the purposes of calculating overtime is an employee's hourly rate of pay plus any allowance that counts for overtime purposes as identified at Annex E.

E10.11 **Rest relief after overtime.** Where an employee has worked overtime and has not had a break of at least eight hours, plus reasonable travelling time between home and the workplace:

- a. between the end of normal duty on any day or shift and the beginning of normal duty on the next day or shift, or

- b. on a Saturday, Sunday or a public holiday (not being a normal working day or on a rostered day off), in the 24 hours preceding normal starting time on the employee's next ordinary day or shift,

the employee must have a break, following overtime, of at least eight hours, plus reasonable travelling time between home and the workplace, and will suffer no loss of pay for normal working time that occurs during the employee's absence.

E10.12 Where an employee is required to resume or continue work without having had time off in accordance with paragraph E10.11, payment at twice the hourly rate will be made until the requirements for time off are met.

E10.13 **Minimum payment.** The following are the minimum amounts payable for overtime:

- a. each separate overtime attendance that is not continuous with ordinary duty – four hours at the prescribed rate
- b. where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration beyond the amount which would have been received, had the employee remained on duty from the commencing time of duty on one attendance, to the ceasing time of duty on a following attendance
- c. where an overtime attendance not continuous with ordinary hours of work involves duty both before and after midnight, the minimum payment provisions will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day, and
- d. where overtime is performed in accordance with subparagraph E10.13c and a higher rate applies on one of the days, the minimum payment is to be calculated at the higher rate.

E10.14 These provisions do not apply to emergency duty, unless the actual time worked is at least three hours on each call.

E10.15 Where the supervisor and employee agree, time off in lieu of overtime may be granted to the employee. The time off is to be equivalent to the relevant overtime rate.

E10.16 Where time off has been agreed, but cannot be taken because of operational requirements within four weeks of the time when the overtime was worked, or another agreed period, payment for the original period of time is to be made. This provision applies only to Category A employees.

E10.17 **Emergency duty.** Where an employee is called upon to return to duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice was given to the employee prior to ceasing ordinary hours of duty the following conditions apply:

- a. pay is at twice the normal hourly rate
- b. payment includes time necessarily spent in travelling to and from duty, and
- c. the minimum payment is two hours at twice the employee's normal hourly rate.

- E10.18 Overtime meal allowance is to be paid where an employee is required to take a meal break during a period of overtime because they have or will have worked for five hours continuously.
- E10.19 The Director-General may approve payment of a meal allowance to an employee where the criteria outlined in paragraph E10.18 are not met, but payment is considered reasonable.
- E10.20 An overtime meal allowance is not to be paid if the employee returns to a permanent or temporary residence for a meal during a meal break, or a meal is provided at ASD's expense.
- E10.21 The Director-General may review and adjust the rate of overtime meal allowance, in accordance with the relevant subscription service. The rate will be no less than the reasonable amount for overtime meal expenses as determined by the Australian Taxation Office.
- E10.22 Where an employee may otherwise not be eligible for overtime, for example because they are a Category B employee, the Director-General may determine a lesser rate of overtime payable based on a work value assessment of the duties if the Director-General decides there is an overall benefit to ASD for that employee to undertake those overtime duties. An employee performing their regular duties will not be paid a lesser rate of overtime under this paragraph.

E11 Shift work

- E11.1 An employee is considered to be a shift worker for the purposes of this Determination and the National Employment Standards if rostered to perform ordinary hours of duty outside the period 0630h to 1800h Monday to Friday, and/or on Saturdays, Sundays, or public holidays for an ongoing or fixed period.
- E11.2 **Introduction and variation of shift work arrangements.** Where necessary as a means of meeting operational requirements, supervisors may introduce shift work or a new shift roster or cycle of shifts (other than 12-hour shifts).
- E11.3 The Director-General may introduce 12-hour shifts. A 12-hour shift roster is not to include more than three consecutive nights and will be subject to a trial period of no less than six months.
- E11.4 Consultation is to be undertaken with employees on proposed shift arrangements, including changes to rostered hours, consistent with section A6.
- E11.5 **Exchange of shifts.** Employees are able to exchange shifts or rostered days off by mutual agreement and with the consent of their supervisor, on the basis that the arrangement does not make an employee eligible for an overtime payment.
- E11.6 **Change of shift.** Employees who are required by their supervisor to change rostered hours of duty are to be given at least seven days' notice of the change. Where seven days' notice is not given, employees are entitled to payment, at the relevant overtime rate, for the part of the shift

that is outside the previous rostered hours of duty, until the notice period has expired. Employees who receive this penalty are not entitled to any other penalty payment for that period of duty.

- E11.7 Where seven days' notice is unable to be given because of illness or other unanticipated absence of another employee, the overtime rate is not payable.
- E11.8 In unforeseen situations requiring an immediate high-level operational response, the Director-General may approve the commencement of a shiftwork arrangement. The temporary arrangement is to be in place for no longer than 21 days, during which time a more permanent roster is to be set up and approved, consistent with paragraph E11.2 or E11.3. The temporary roster is to be staffed on a volunteer basis where possible. Remuneration is to be consistent with the normal shiftwork provisions detailed in section E12.
- E11.9 Where emergency shift duty, due to operational factors, is introduced, employees may agree to waive the notice period at paragraph E11.6. Subject to the provisions of section A6, changes to rostered hours of duty can be made by mutual agreement at any time or by amendment of the roster on seven days' notice.
- E11.10 **24-hour limit.** Except at the regular change-over of shifts, an employee should not be required to work more than one shift in each 24 hours.
- E11.11 The emergency duty provisions do not apply to employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.
- E11.12 Employees performing 12-hour shifts will not be required (unless in exceptional circumstances) to perform overtime, where it falls within a period of 12 hours on either side of a normal day or night shift. In all but exceptional circumstances, the maximum length of time an employee should have to remain on duty is 14 hours, including the 12-hour shift period and a two-hour overtime period before or after the shift.

E12 Shift penalty payments

- E12.1 **Eligibility.** Employees who are required to perform duty as shiftworkers will receive shift penalty payments. Shift penalty payments are not taken into account in the calculation of any allowance based upon salary, nor paid with respect to any shift for which overtime is paid. Shift penalty rates are in addition to an employee's ordinary salary for the shift.
- E12.2 **Rates of payment.** Eligible employees will receive the following rates of penalty payments in addition to their ordinary salary:

Table E2 – Shift penalty rates

Ordinary hours worked		Penalty rate
Night - Monday to Friday	Where any part of the shift falls between the hours of 1800h and 0630h	15%
Continuous night - Monday to Friday	Where shifts fall wholly within the period 1800h to 0800h and are worked, consecutively and continuously, for a period exceeding four weeks	30%
Saturday	All hours	50%
Sunday	All hours	100%
Public holiday or Additional day (Table F1)	All hours	150%

- E12.3 The minimum payment for ordinary duty performed on a public holiday for each separate attendance is four hours. Where more than one attendance is involved, the minimum overtime payment provision does not operate to increase an employee's overtime remuneration beyond the amount which would have been received, had the employee remained on duty from the commencing time of duty on one attendance, to the ceasing time of duty on a following attendance.
- E12.4 Employees who are required to perform rostered duty on each of the days of the week over a shift cycle, but are rostered off on a public holiday or the Additional day as described at Table F1, are to be granted one day/shift in lieu of that holiday. If practicable, this day/shift is to be granted within one month after the holiday.
- E12.5 Where it is not practicable to grant a day/shift off in lieu, the employee will be paid one day's/shift's pay at the ordinary rate.
- E12.6 Shiftworkers who are rostered on, and perform duty on, both the actual public holiday and the designated alternative public holiday will receive, in respect of duty performed on the alternative public holiday payment of:
- 150 per cent penalties in accordance with Table E2, or
 - 15 per cent penalties in accordance with Table E2 and a day off in lieu.
- E12.7 Shiftworkers who elect to have a day off in lieu in accordance with subparagraph E12.6b must take that day off within four weeks of the alternative public holiday. If they are unable to do so, they will be paid 150 per cent penalties (less any penalties already paid for that period).
- E12.8 Subject to paragraphs E12.9 and E12.10, if a public holiday is to be observed on an alternative day, duty performed on:

- a. the alternative day is to be paid at the public holiday rate, and
- b. the public holiday is to be paid at the non-holiday weekday or weekend rate, as applicable.

- E12.9 A shiftworker who performs duty on 25 December will be paid penalty payments at the public holiday rate regardless of any substitution arrangements.
- E12.10 A shiftworker who performs duty on 25 December and a day substituted for a public holiday occurring on 25 December will be paid penalty payments at the public holiday rate on both days.
- E12.11 A shift worker who performs duty on the Additional day following Christmas Day, will be paid at the public holiday rate for duty on that day.
- E12.12 **Christmas stand down duty.** Shiftworkers rostered off for duty on one or both of the Christmas stand down's two weekdays will be granted TOIL for each day the employee is rostered off. Any TOIL, accumulated in accordance with this paragraph, must be used within the time periods specified in paragraph F17.5.
- E12.13 Averaged shift penalties. Supervisors and affected employees may agree that shift penalties be averaged over an agreed cycle.

E13 Time off arrangements

- E13.1 Shiftworkers may access a 'time off' arrangement similar to flex, with the consent of their supervisor. An employee may request to take time off during rostered hours, and work those hours at a later time. For the 'time off', the employee is to be paid at the shift work rate which would have been applicable to the hours taken off.
- E13.2 A 'time off' arrangement can also be applied to enable an employee to work time in advance and take the time at a later date.

E14 Out-of-hours restriction

- E14.1 Employees may be directed by their supervisor to be immediately contactable, be ready and available to perform overtime and to remain within a specified distance of their home or workplace outside the employee's ordinary or rostered hours of duty. Before doing so a supervisor is to consider matters outlined in paragraph E10.3.
- E14.2 Employees will not be required to undertake out-of-hours restriction during any period of leave.
- E14.3 An employee, other than a Category B employee, will be paid Restriction Allowance for each hour, or part thereof, that they are on restriction duty at the following rates:
- a. Monday to Friday – 7.5 per cent of hourly rate of salary
 - b. Saturday and Sunday – 10 per cent of hourly rate of salary, and

- c. public holidays and the Additional day described at Table F1 15 per cent of hourly rate of salary.
- E14.4 An employee who is on restriction duty and is required to perform work will be paid overtime in lieu of the restriction allowance. Payment of overtime for any 24-hour period will be if the employee is:
 - a. not required to attend a place of work, one hour, or the actual hours of overtime worked, whichever is the greater, or
 - b. required to attend at a place of work, three hours, or the actual hours of overtime worked, whichever is the greater.
- E14.5 The Director-General may approve alternate rates for certain employees having regard to the circumstances of the restriction, including the:
 - a. number of interruptions in each restriction period
 - b. time of day when these occur and their patterns over a period of time
 - c. nature and length of the interruptions, and
 - d. period the employee has been under restriction.
- E14.6 **Restriction for Category B employees.** The Director-General may approve payment of Restriction Allowance to a Category B employee where that employee is required to be restricted on a continuing and regular basis. Where an employee is paid Restriction Allowance under this provision, the salary used for the calculation of the allowance is to be the maximum salary payable at ASD Level 6.

E15 Flexible working arrangements

- E15.1 Any employee may request flexible working arrangements which will only be refused on reasonable business grounds. Flexible working arrangements may include, but is not limited to:
 - a. changes in hours of work, for example reduction in hours worked (part-time work) or changes to start and finish times
 - b. changes in patterns of work, for example working 'split shifts' or job-sharing arrangements, and
 - c. changes in location of work, for example working from home or another location.
- E15.2 Reasonable business grounds to refuse a request for flexible working arrangements include, but are not limited to:
 - a. the new working arrangements would be too costly
 - b. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements
 - c. it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements
 - d. the new working arrangements would be likely to result in significant loss of efficiency or productivity, or

- e. the new working arrangements would be likely to have a significant negative impact on the work area's operations.
- E15.3 Where an employee has made a request for flexible working arrangements in writing, and the request is refused on reasonable business grounds, ASD will respond to the employee in writing within 21 days and include the reasons for the refusal.
- E15.4 Managers and supervisors will have a bias towards approving flexible working arrangements. All roles may be worked flexibly, noting that some types of flexibility will be more suitable than others depending on the requirements of the role.
- E15.5 Where a manager or supervisor believes there are reasonable business grounds to refuse a request for flexible working arrangements, rather than refuse the request in full, they are encouraged to discuss the request with the employee and, where possible, reach an agreement that balances the needs of the employee and the work area.
- E15.6 Managers and supervisors will have consideration for connection to country and cultural obligations when reviewing First Nations' flexible work requests.
- E15.7 A flexible working arrangement may be ongoing, with review intervals as appropriate, or for a specified period.
- E15.8 A flexible working arrangement may be reviewed and, if deemed necessary by an employee's manager or supervisor, approval for the arrangement can be withdrawn after consultation with the affected employee. This may be necessary where circumstances in the work area have changed to the degree that there would be reasonable business grounds to refuse the flexible working arrangement if it were requested anew, or where the employee is not meeting the expected standard of performance and the flexible working arrangement may be a contributing factor.
- E15.9 **Part-time work.** A part-time employee is an employee who works an agreed number of regular hours that is less than the ordinary hours specified in paragraph E1.1 of this Determination. Part-time employees must work a minimum of six hours in a fortnight, or three hours a week for an employee working one day a week.
- E15.10 A part-time employee receives, on a pro-rata basis, equivalent pay to full-time employees in the same classification. For allowances of a reimbursement nature, a part-time employee will receive the same as a full-time employee. When a part-time employee takes paid leave they will be paid on a pro rata basis that reflects their agreed ordinary hours of work.
- E15.11 Proposals for part-time work may be initiated by the Director-General for operational reasons or by an employee as specified in paragraph E15.1. An employee engaged on a full-time basis will not be converted to part-time basis as set out in this paragraph without the employee's written agreement.

- E15.12 An employee's part-time approval document will specify the:
- a. prescribed weekly hours of duty, and
 - b. pattern of hours to be worked including starting and finishing times for employees other than shiftworkers, on each day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.
- E15.13 Where an employee has an agreed flexible working arrangement for part-time work, the hours will be varied to part-time hours on the date specified in the part-time approval document. If the flexible working arrangement is for a specified period, the employee will revert to full-time hours at the end of that period unless a further period is requested and agreed. An employee who has been engaged on a full-time basis and has an agreed flexible working arrangement for part-time work has a right to revert to full-time hours. Where this cannot be accommodated within the employee's immediate work area, ASD will make genuine efforts to accommodate the employee elsewhere.
- E15.14 The pattern of hours specified in the part-time approval document will provide for no less than three hours per day and will be continuous on any one day.
- E15.15 The prescribed ordinary hours of duty and the pattern of hours specified in the part-time approval document will not be varied or amended without the consent of the employee. Any agreed variation to the regular pattern of hours will be recorded in writing.
- E15.16 A manager or supervisor must consult with an affected employee before withdrawing approval for a flexible working arrangement for part-time work. If the reason for the withdrawal of approval of the flexible working arrangement is due to changes in the work area giving rise to reasonable business grounds for refusal of the arrangement, then reasonable effort must be made to identify an alternative suitable role for the employee within ASD that can accommodate the part-time work.
- E15.17 An employee returning to duty from Parental leave will, on application by the employee, be given access to part-time employment for a period of two years from the date of birth or date of placement of the child. Thereafter, the employee has a right to request flexible working arrangements in accordance with paragraph E15.1.

E16 Supporting a fair, safe and healthy workplace

- E16.1 **Security of ASD premises.** The Director-General may, from time to time, issue instructions, and ensure appropriate and timely training is provided, in support of meeting particular security requirements for the protection of employees and all other persons at ASD premises, as well as protecting ASD establishments, facilities and assets.

- E16.2 **Employee Assistance Program and manager's hotline.** ASD will continue to maintain access to the Defence-wide Employee Assistance Program which provides access to contracted professional counselling services for all employees.
- E16.3 ASD acknowledges that work can present both physical and psychosocial risks to employees' health and wellbeing. To mitigate these risks, the Director-General will:
- a. comply with all relevant WHS legislation, regulations, and industry standards
 - b. support the maintenance of WHS Management Systems
 - c. support the people mechanisms responsible for WHS within ASD
 - d. ensure ASD workplaces are maintained to the highest WHS levels
 - e. provide information, instructions, training, and supervision for staff so they can approach their work in a WHS-informed manner
 - f. communicate and consult with staff and their representatives on WHS issues in a meaningful and effective way
 - g. introduce measurable goals to ensure continued improvement in ASD's WHS performance
 - h. audit and inspect ASD's compliance with policies and procedures regularly to measure and evaluate WHS performance
 - i. ensure all work-related incidents, illnesses, and injuries are reported to prevent recurrence, and
 - j. implement effective return to work and rehabilitation programs.

E17 Rehabilitation and return to work

- E17.1 Supervisors are to notify HR Services Team when:
- a. an employee is absent from duty due to illness or injury, and the employee is likely to be unfit for all duties and assistance may be needed to stay at work or to return to work
 - b. a report from a treating doctor indicates that an employee is partially or fully unfit for their current duties and is likely to remain so for an extended period of time
 - c. an employee has been absent on account of the same illness or injury for periods of 10 consecutive days or shifts, or a period totalling four weeks over a period of three months and the supervisor reasonably believes that a similar pattern of leave for personal illness/injury is likely to continue, or
 - d. the supervisor reasonably believes that an employee's state of health is:
 - i. affecting the employee's work performance
 - ii. a danger to the employee, or
 - iii. renders the employee a danger to other employees or members of the public.
- E17.2 The intention of the notification is so that employees are not unreasonably denied access to leave for personal illness/injury, are not overpaid if they have run out of paid leave credits, and that any other required intervention or assistance is taken.
- E17.3 Ill or injured employees are to actively cooperate and participate in the development and implementation of any return to work or rehabilitation plans.

- E17.4 Employees are to attend appointments with ASD-appointed medical practitioners when directed to do so. Failure by an employee to attend an appointment may result in the cancellation fee being deducted from the employee's pay.
- E17.5 In the circumstances where a medical certificate or other supporting material provided by an employee's treating medical practitioner or specialist conflicts with that obtained from an ASD-appointed medical practitioner, ASD reserves the right to rely on the opinion of the ASD-appointed medical practitioner.

E18 Fitness for duties

- E18.1 This section applies if:
- a. the Director-General believes that the state of health of an employee:
 - i. may be affecting the employee's work performance
 - ii. has caused, or may cause, the employee to have an extended absence from work
 - iii. may be a danger to the employee
 - iv. has caused, or may cause, the employee to be a danger to other employees or members of the public, or
 - v. may be affecting the employee's standard of conduct, or
 - b. an employee is to be assigned new duties and the Director-General believes the employee's state of health may affect the employee's ability to undertake the duties, or
 - c. an employee is to travel overseas as part of the employee's employment.
- E18.2 The Director-General may, in writing, direct the employee to undergo an examination by a nominated medical practitioner for an assessment of the employee's fitness for duty.

E19 Amenities

- E19.1 Access to available Defence owned or controlled amenities is to be made available for ASD employees subject to ADF operational requirements.

E20 Assignment of duties

- E20.1 The Director-General may from time to time determine the duties of an ASD employee, and the place or places at which the duties are to be performed.

E21 Blood donation

- E21.1 Employees may take reasonable time away from duty, including reasonable travel time, during their ordinary hours of work to donate blood, plasma, or platelets.

- E21.2 An employee must discuss their intended absence with their supervisor in advance. The employee will be taken to be on duty.

E22 Lactation breaks

- E22.1 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk, and other associated activities.
- E22.2 ASD will provide access to appropriate facilities for breastfeeding or expressing milk where this is practicable. Where ASD does not provide appropriate facilities, a flexible approach will be taken so that the employee can access the support required.
- E22.3 ASD will facilitate discussions between individual employees and their supervisor about accommodating the employee's lactation needs and practical arrangements to meet these needs, noting that these needs may change over time.
- E22.4 The supervisor and employee shall discuss any flexible work arrangements that may be needed to support lactation and other associated activities. This may include consideration for arrangements such as working from home or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated.

E23 Workloads

- E23.1 ASD recognises the importance of employees balancing work and personal life. While it is acknowledged that peak workload periods may necessitate some extra hours being worked by some employees, this should be regarded as the exception rather than the rule. Supervisors will encourage the use of flextime and TOIL as a method of maintaining work/life balance.
- E23.2 The Director-General, supervisors, and employees have a responsibility to consider appropriate workloads. In circumstances where work pressures result in an employee being required to, or is likely to, work excessive hours over a significant period, the employee and their supervisor must review workloads and priorities and determine appropriate strategies to address the situation.
- E23.3 An employee should raise any concerns over workload with their immediate supervisor in the first instance and with a second level supervisor if no agreement can be reached and the employee feels it is appropriate to do so in the circumstances.

E24 Family and Domestic Violence Support

- E24.1 ASD is committed to supporting employees affected by family and domestic violence. ASD will provide employees with leave and support.

- E24.2 All employees experiencing family and domestic violence can request paid Miscellaneous leave. There are no specific eligibility requirements to be able to access paid Miscellaneous leave.
- E24.3 While the National Employment Standards provide an employee 10 days paid leave per annum for family and domestic violence purposes, ASD does not apply a limit to the amount of paid leave support that may be made available. Provision of paid leave will be determined on a case-by-case basis.
- E24.4 An employee who takes paid Miscellaneous leave for family and domestic violence purposes will be paid their full rate of pay, which is the base rate plus any additional rates such as overtime, loadings, and allowances.
- E24.5 Paid Miscellaneous leave may be granted for reasons including, but not limited to:
- a. making arrangements for the safety of the employee and their dependents
 - b. moving into emergency accommodation and seeking more permanent safe housing
 - c. attending health and wellbeing, medical or counselling appointments
 - d. attending court hearings
 - e. attending policing services
 - f. accessing legal advice
 - g. organising alternative care or educational arrangements for their children, and/or
 - h. reasonable recovery periods.
- E24.6 Where an employee requires access to leave for family and domestic violence purposes, notice needs to be given as soon as practicable. This can include after the leave has started.
- E24.7 Personal/Carer's leave entitlements can also be used at the request of the employee in situations of illness or injury at their own request, however paid Miscellaneous leave is available allowing the employee to maintain their Personal/Carer's leave balance.
- E24.8 Employees experiencing, or supporting someone experiencing, family and domestic violence may require a range of support in addition to leave. Managers, or HR Case Managers if more appropriate, will discuss available supports with employees, which may include:
- a. flexible working arrangements
 - b. secure parking and other security measures prioritised as required
 - c. change of phone number and email address to limit unwanted contact, or screening or blocking calls and emails
 - d. contact with police or other support services on the employee's behalf where appropriate
 - e. flexibility in performance management— family and domestic violence should be acknowledged as a potential mitigating factor if performance has been affected
 - f. referral to external support services such as the Employee Assistance Program, and
 - g. any other measures or changes to normal arrangements that ASD considers appropriate, reasonable and practicable based on the employee's circumstances.

- E24.9 **Evidence requirements.** Suitable evidence may be requested as part of the decision-making process providing support to an employee affected by family and domestic violence.
- E24.10 The employee's manager or a HR Case Manager will discuss any required evidence with an employee and ensure this information is either stored securely, or once sighted, returned to the employee and not held by ASD. Where a reasonable evidence request is not fulfilled, this may result in support not being able to be made available to the employee, including paid leave requests.
- E24.11 Decisions regarding the suitability and eligibility of support mechanisms will be made on a case-by-case basis considering individual circumstances and evidence, where requested. Forms of evidence that may be requested include, though are not limited to:
- a. a statutory declaration
 - b. documents issued by the police service
 - c. documents issued by court, or
 - d. family violence support service documents.
- E24.12 Information obtained by ASD about a family and domestic violence situation is on a 'need to know' basis, as far as practicable, and will be handled similarly to other sensitive personal and health related information. It will not be retained on HR systems or other record management systems where there is no need to do so.
- E24.13 Any sharing of employee circumstances will only occur with the employee's consent, other than in a very limited set of circumstances. This may include the use and disclosure of personal information necessary to lessen or prevent a serious threat to life, health or safety, or taking appropriate action in relation to suspected unlawful activity or serious misconduct.
- E24.14 ASD will ensure that an employee will not be discriminated against or have adverse action taken against them because of their disclosure of experience(s) of family and domestic violence.

Part F – Leave and Holidays

F1 Leave

- F1.1 Employees are provided with access to a fair and flexible range of options for paid and unpaid absences from work that assists employees and the organisation to balance work and personal priorities. The timing and duration of leave (whether with or without pay) is to be mutually agreed between the employee and their supervisor unless clause F2.7 applies.
- F1.2 **Definition of a ‘week’.** For the purposes of leave, unless otherwise stipulated, a ‘week’ refers to the ordinary weekly hours for an employee, whether full-time or part-time.
- F1.3 An employee on approved leave with pay, other than Long Service leave, including leave with half pay, on either or both sides of a public holiday, will be paid full pay for the public holiday. Where leave on both sides of a public holiday is without pay, no payment is to be made for the public holiday. Employees on Long Service leave are paid for the public holiday at the same rate at which the leave is taken.
- F1.4 **Prior employment.** Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, or from an Intelligence Services Agency, the employee’s unused accrued Annual and Personal/Carer’s leave (however described) will be transferred, provided there is no break in continuity of service.
- F1.5 Where an employee is engaged as either an ongoing or non-ongoing ASD employee immediately following a period of ongoing employment in the APS, Parliamentary Service, the ACT Public Service, or an Intelligence Services Agency, the employee’s unused accrued Annual leave and Personal/Carers leave (however described) will be recognised. This will not apply if the employee received payment in lieu of those entitlements on cessation of their previous employment.
- F1.6 For the purposes of paragraphs F1.4 and F1.5:
- ‘APS employee’ has the same meaning as in the PS Act
 - ‘Parliamentary Service’ refers to employment under the *Parliamentary Service Act 1999*, and
 - ‘Intelligence Services Agency’ is an agency under the *Intelligence Services Act 2001* or the *Australian Security Intelligence Organisation Act 1979*.
- F1.7 Defence or ADF employment is eligible prior employment for the purposes of Personal/Carer’s leave provided any break between periods of employment is no longer than two months.
- F1.8 Where eligible prior employment was with the ADF, Personal/Carer’s leave credits are deemed to have accrued at the rate of two weeks for each full-time year of ADF service completed, plus the additional credit of three weeks specified in section F19.

- F1.9 Annual leave credits accrued during eligible prior employment with an agency subject to the *Public Governance, Performance and Accountability Act 2013*, will be recognised if there is no break in continuity of service. This paragraph only applies where paragraph F1.4 does not apply. Any recognised annual leave excludes any accrued leave paid out on separation.

F2 Annual leave

- F2.1 Employees progressively accrue four weeks (150 hours) of Annual leave per year of service (pro-rata for part-time).
- F2.2 A supervisor may grant an employee Annual leave where sufficient credit is available.
- F2.3 **Calculation of basic credit.**
Annual leave is credited fortnightly and calculated in hours as follows:
Fortnightly accrual (hours) = A multiplied by B and divided by C, where
A = number of hours worked that count as service in a fortnight
B = per annum Annual leave credit (full-time equivalent) expressed in hours (i.e. sum of basic credit of 150 hours and any Additional leave accrued in accordance with paragraph F2.5)
C = full-time working hours over a 12-month period (i.e. 1956.25 hours).
- F2.4 The number of hours worked that count as service in a fortnight is based on the approved weekly hours for an employee (whether full-time or part-time), less any periods of leave without pay not to count as service or any unauthorised absence. Employees in receipt of worker's compensation for more than 45 weeks accrue Annual leave on the basis of hours actually worked.
- F2.5 **Additional leave**
- a. Shiftworkers – Employees who work a roster that includes at least 10 Sundays or public holidays over a 12-month period accrue Additional Annual leave at the rate of one week per annum from the first full fortnight.
 - b. Remote localities – Employees who work and live in a designated remote locality are eligible for Additional Annual leave as set out in Table H2.
 - c. Overseas localities – Employees who work in certain overseas localities are eligible for Additional Annual leave.
- F2.6 **Maintaining reasonable Annual leave balances.** Employees are to manage their leave credits to ensure that leave balances do not exceed 12 weeks as at the last pay in each financial year. Supervisors may allow an employee to maintain an Annual leave balance of over 12 weeks for a short period due to operational requirements or agreed leave plans.
- F2.7 The Director-General may direct an employee with a leave balance in excess of 12 weeks to take leave in order to reduce the employee's leave balance. The employee must be provided with a reasonable period of notice of the requirement to take leave.

- F2.8 Where the employee's annual leave balance is over 12 weeks, the employee is entitled to time off, exercisable at their discretion. Such time off is to be:
- notified to their supervisor with at least four weeks' notice
 - accessed within eight weeks of the request, and
 - of no more than one week in duration unless otherwise agreed between the supervisor and the employee.
- F2.9 **Half-pay Annual leave.** Annual leave may be granted at half pay to an employee on the basis that one day of Annual leave at full pay is equivalent to two days of Annual leave at half-pay. Employees with excess Annual leave credits will not be granted Annual leave at half pay, unless authorised by the Director-General.
- F2.10 **Employee purchased Additional Annual leave.** An employee may purchase Additional Annual leave to a maximum of four weeks of Annual leave per annum.
- F2.11 Purchased leave must not take an employee's Annual leave balance above 12 weeks, unless authorised by the Director-General.
- F2.12 Annual leave counts as service for all purposes.
- F2.13 **Public holiday.** An employee will not be taken to be on Annual leave on a public holiday.
- F2.14 **Closedown.** Where an ASD establishment observes a closedown over a holiday period (other than the period between Christmas and New Year), the Director-General may direct that an employee at that establishment observe that period of closedown by using Annual leave, unless required to attend for duty.
- F2.15 A closedown will not require an employee to use more than five days of their Annual leave accrual. This period may be extended by the use of flex where the employee does not have sufficient leave available. Otherwise, Miscellaneous leave (without pay to count as service for the purposes of accruing Annual leave and Personal/Carer's leave) will be granted.
- F2.16 **Additional payment – shiftworkers.** Shiftworkers in receipt of Additional Annual leave under sub-paragraph F2.5a and shift penalties in excess of 17.5 per cent in a shift cycle will be paid 50 per cent of all penalties attracted by their shift pattern during periods of Annual leave. The shift penalties used to calculate the 17.5 per cent and the shift penalties paid during leave will not include penalties paid for public holidays.
- F2.17 **Payment-in-lieu on separation.** In the event of separation from ASD for any purpose (other than a move to an APS agency), an employee will be paid out their Annual leave credit calculated to (and including) the date the employment ceases. Payment in-lieu is calculated using the employee's final rate of salary, including allowances that would have been included during

Annual leave. District allowance is only included in the calculation for leave accrued in a remote locality.

- F2.18 **Cash out of Annual leave.** The Director-General and an employee may agree to the employee cashing out a period of Annual leave credit subject to the following:
- the employee must apply to cash out Annual leave in writing
 - the employee must have taken at least two weeks of Annual leave in the twelve month period preceding the date of their application to cash out Annual leave
 - the employee can only cash out a period of Annual leave once in any twelve month period
 - the employee may only cash out a period of either one week, two weeks, three weeks or four weeks Annual leave
 - the employee's remaining Annual leave credit after the cashing out must be at least four weeks, and
 - each agreement to cash out a particular amount of Annual leave must be a separate agreement in writing.
- F2.19 The employee will be paid for the cashed out period of leave the full amount that would be payable if the employee had taken the leave they are cashing out. For the avoidance of doubt, ASD Service Allowance will be paid on the cashed out period of leave.

F3 Long service leave

- F3.1 An employee is eligible for Long Service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- F3.2 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.

F4 Maternity leave

- F4.1 Maternity leave is provided in accordance with *the Maternity Leave (Commonwealth Employees) Act 1973 (ML Act)*.
- F4.2 The payment of paid Maternity leave available under the ML Act may be spread over a period of up to 24 weeks at a rate of half normal salary. The first 12 weeks will count as service.
- F4.3 **Additional paid Maternity leave.** Immediately following the completion of paid Maternity leave granted under the ML Act, employees are entitled to an additional six weeks of paid leave, which counts as service for all purposes.
- F4.4 Payment of additional paid Maternity leave may be spread over a period of up to 12 weeks at a rate of half normal salary, which counts as service for all purposes.

- F4.5 **Stillbirth.** Pregnant employees retain their entitlement to Maternity leave in the event of stillbirth. The partner of a person who gives birth to a stillborn child remains entitled to Parental leave, with the paid leave component limited to 2 weeks. A stillbirth is defined as death prior to the birth of a baby:
- a. from 20 weeks of gestation, or
 - b. where the child weighs a least 400 grams at delivery.
- F4.6 **Pregnancy Loss leave.** An employee who experiences pregnancy loss between 12 weeks' gestation and the end of 19 weeks' gestation that is not a stillbirth, and the partner of a person who has experienced such pregnancy loss, is entitled to one week of paid Pregnancy Loss leave. Pregnancy Loss leave must be taken in one continuous period and is in addition to entitlements to compassionate leave for miscarriage provided under the Fair Work Act.
- F4.7 **Premature Birth leave.** An employee who gives live birth before 37 weeks' gestation, and the partner of a person who gives lives birth before 37 weeks' gestation, is entitled to paid Premature Birth leave from the date of the child's birth up to the end of what would have been 36 weeks' gestation. Parental leave is then available from what would have been 37 weeks' gestation. Where the ML Act is still in operation, Premature Birth leave may be accessed once paid leave under that Act is exhausted.

F5 Parental leave

- F5.1 On application and provision of appropriate supporting evidence, an employee who has responsibility for the care of their child (primary caregiver and/or supporting partner) is to be granted parental leave without pay up until the second anniversary of the date of birth or placement of their child, for the purpose of providing care for their child. Parental leave without pay does not count as service.
- F5.2 **Additional unpaid leave.** The Director-General may approve additional unpaid Parental leave up to the fifth anniversary of the birth or placement of the child.
- F5.3 **Paid leave.** An employee not otherwise eligible to paid Maternity, Adoption or Fostering leave is eligible to receive payment for the first eight weeks of Parental leave, which will count as service. This will be increased to:
- a. 11 weeks from the date specified in subparagraph G2.1b
 - b. 14 weeks from the date specified in subparagraph G2.1.c, and
 - c. 18 weeks from 8 September 2026.
- F5.4 **Half-pay option.** Paid Parental leave available under paragraph F5.3 may be spread over a period of up to double the entitlement in weeks at a rate of half the normal salary and counts as service.

F6 Adoption or Fostering leave

- F6.1 An employee who is to be the primary caregiver to an adopted child is to be granted Adoption leave of up to 18 weeks on production of documentary evidence of the adoption of the child. To be eligible for Adoption leave, the adopted child must not be a child or stepchild of the employee or the employee's partner, unless that child had not been in the custody and care of the employee or the employee's partner for a significant period.
- F6.2 Adoption leave must commence within 12 months of the date of adoption of the child, except for two days which may be taken as pre-Adoption leave. Leave is with pay for employees with a period of 12 months service. Eligible service for this paid leave is equivalent to that applying to employees' eligibility for paid leave under the ML Act. Adoption leave, either with or without pay, granted under paragraph F6.1 of up to 14 weeks counts as service.
- F6.3 An eligible employee, who is to be the primary caregiver to a fostered child can use leave under paragraphs F6.1 and F6.2 to fulfil long-term fostering obligations. To be eligible for this purpose, employees are to have assumed long-term responsibility for a child under a permanent care order or permanent fostering arrangement following placement:
- a. by a person/organisation with statutory responsibility for the placement of the child; and
 - b. where the child is not expected to return to their family.
- F6.4 For the purposes of paragraph F6.3, Adoption leave granted for fostering purposes is to commence within 12 months of the placement of the child. Where a fostered child is subsequently adopted by the employee, and the employee has been granted 14 weeks of paid leave for fostering of that child, the employee is not eligible for additional leave under paragraph F6.1.
- F6.5 An employee may elect to spread the payment of the 18 weeks paid Adoption/Fostering leave over a period of 36 weeks at half pay. Any Adoption/Fostering leave in excess of 18 weeks does not count as service.

F7 Flexible access to additional paid Maternity leave and Adoption or Fostering leave entitlements

- F7.1 An employee who is entitled to additional paid Maternity leave provided under paragraph F4.3 or Adoption or Fostering leave provided under paragraph F6.1, may agree with the Director-General:
- a. to reduce their entitlement to paid leave under paragraph F4.3 or F6.1, and
 - b. for that reduced amount of paid leave to be provided to the employee's partner in circumstances where the employee's partner is employed by ASD.

- F7.2 Any paid leave provided to an employee pursuant to subparagraph F7.1b may be taken under the same conditions that would have applied to the leave had it been taken by the originating employee.
- F7.3 Receipt of leave by an employee under subparagraph F7.1b does not impact upon an employee's eligibility for leave under paragraph F5.

F8 Defence Reserve leave

- F8.1 The Director-General may grant leave (with or without pay) to enable an employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full-Time Service (CFTS) obligations, Cadet Force obligations or any other Defence Force requirements.
- F8.2 An employee is to be granted ADF Reserve leave with pay, for up to five weeks during each financial year for the purpose of undertaking service in the ADF Reserve.
- F8.3 An additional two weeks paid leave may be granted during the employee's first year of ADF Reserve service to facilitate participation in recruit/initial employment training.
- F8.4 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- F8.5 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.
- F8.6 Paid Defence Reserve leave counts as service for all purposes. Unpaid Defence Reserve leave (including periods of CFTS) of less than six months counts for service for all purposes, whilst unpaid leave in excess of six months counts for service for all purposes except for Annual leave.

F9 Personal/Carer's leave

- F9.1 Employees progressively accrue 18 days (135 hours) of Personal/Carer's leave per year of service (pro-rata for part-time).
- F9.2 Subject to available credits and provision of supporting material, a supervisor will approve Personal/Carer's leave with pay where the employee is absent due to personal illness/injury or caring responsibilities. An employee may take Personal/Carer's leave, including periods of less than one day, if the leave is taken:
- a. because the employee is not fit for work because of a personal illness or injury affecting the employee, or

- b. to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury, or an unexpected emergency.
- F9.3 Personal/Carer's leave may additionally be used to:
 - a. attend preventative medical or dental appointments where paragraph F9.2 is not applicable, or
 - b. provide care or support to someone with whom the employee has a close personal relationship who requires care or support because of a personal illness or injury or an unexpected emergency.
- F9.4 Paid Personal/Carer's leave for purposes under clause F9.3 is limited to 8 days per year (pro-rata for part-time).
- F9.5 **Calculation of basic credit.** Personal/Carer's leave is calculated in hours as follows:
 Fortnightly accrual (hours) = A multiplied by B and divided by C, where
 A = number of hours worked that count as service in a fortnight
 B = per annum Personal leave credit (full-time equivalent) expressed in hours (i.e. sum of 135 hours)
 C = full-time working hours over a 12-month period (i.e. 1956.25 hours).
- F9.6 Personal/Carer's leave (paid or unpaid) counts as service for all purposes. The number of hours worked that count as service in a fortnight is based on the employee's ordinary weekly hours (whether full-time or part-time), less any periods of leave without pay not to count as service or any unauthorised absence. For employees in receipt of worker's compensation for more than 45 cumulative weeks accrue Personal/Carer's leave on a pro-rata basis based on hours actually worked.
- F9.7 **Initial credit for ongoing employees.** Employees engaged on an ongoing basis receive an initial credit of 18 days of Personal/Carer's leave (pro-rata for part-time).
- F9.8 **Initial credit for non-ongoing employees.** Employees engaged on a non-ongoing basis receive an initial credit of 18 days of Personal/Carer's leave prorated to their initial contract period (up to a maximum of 18 days).
- F9.9 To the credit in paragraph F9.7 or F9.8 is added the accrual referred to at paragraph F9.5. An initial credit is not to be given if prior employment, in excess of 12 months, has been recognised in accordance with paragraphs F1.5, F1.7 and F1.8.
- F9.10 **Notice and evidence requirements for Personal/Carer's leave.** An employee must:
 - a. make all reasonable efforts to notify their supervisor of their absence as soon as practicable
 - b. advise their supervisor of the period, or expected period, of the absence

- c. advise their supervisor, either at the time the absence is taken or when applying for Personal/Carer's leave on return to work, the reason for the absence pursuant to paragraph F9.2 or F9.3, and
 - d. supply reasonable evidence to support the absence if:
 - i. requested by their supervisor, or
 - ii. the absence is expected to be or becomes more than three consecutive work days, or
 - iii. the employee has had a total of 12 or more days, or shifts for a shiftworker, of Personal/Carer's leave absences in the past 12 months where reasonable evidence was not provided.
- F9.11 Reasonable evidence under F9.10d may include:
- a. a medical certificate from a treating medical practitioner
 - b. a sick certificate issued by a pharmacist
 - c. an attendance certificate from a medical treatment facility or similar
 - d. confirmation in writing, including by e-mail, from a childcare facility or school that a child for whom the employee has caring responsibilities, who had attended the facility on that day, was required to absent themselves from the premises due to signs of illness
 - e. a statutory declaration, or
 - f. any other evidence which reasonably satisfies the employee's supervisor that the absence was for a purpose under paragraph F9.2 or F9.3.
- F9.12 A medical certificate from a treating medical practitioner may be used as evidence of a chronic illness for up to 12 months. This may be evidence of the employee's chronic illness or of a chronic illness of a member of the employee's immediate family, or a member of the employee's household, who regularly requires care.
- F9.13 Where an employee has insufficient paid Personal/Carer's leave balance, or where reasonable evidence requirements were not met, Personal/Carer's leave may be granted without pay.
- F9.14 **Half pay Personal/Carer's leave.** Personal/Carer's leave may be granted at half pay to an employee on the basis that one day of Personal/Carer's leave at full pay is equivalent to two days of Personal/Carer's leave at half pay.
- F9.15 **Effect of leave without pay on accrual.** All absences which do not count as service will not be included in calculations of Personal/Carer's leave credits.
- F9.16 **Invalidity retirement.** Unless the employee provides their consent an employee will not be retired on invalidity grounds before they have accessed all their paid Personal/Carer's leave credits, or a continuous period of at least 52 weeks of their paid Personal/Carer's leave credits and/or compensation payments, whichever occurs first.
- F9.17 **Access to Personal/Carer's leave during other approved leave.** If an employee is ill or injured, or is required to provide care for a period during approved Annual leave, Long Service leave, unpaid Maternity leave, unpaid Parental leave, or unpaid Adoption/Fostering leave, the

employee may apply for Personal/Carer's leave. Personal/Carer's leave may be approved where reasonable evidence is provided and Annual leave and Long Service leave will be re-credited to the extent of the Personal/Carer's leave granted.

F9.18 **Public holidays.** Personal/Carer's leave is not to be deducted for public holidays which the employee would have otherwise observed.

F9.19 **Additional Personal Illness or Injury leave.** The Director-General may grant additional leave at full pay or half pay to an employee with a personal illness or injury that is likely to result in an absence exceeding 10 work days and has exhausted their Personal/Carer's leave credits.

F10 Miscellaneous leave

F10.1 The Director-General may grant Miscellaneous leave:

- a. for the period requested or for another period
- b. with or without pay
- c. in the case of Miscellaneous leave without pay, to count as service or not to count as service
- d. subject to conditions outlined in ASD's leave policy as amended from time to time, and/or
- e. subject to provision of acceptable and satisfactory medical or supporting evidence as appropriate.

F10.2 Miscellaneous leave with pay counts as service and Miscellaneous leave without pay does not count as service, unless otherwise specified or required by legislation.

F11 Compassionate and bereavement leave

F11.1 An employee is eligible for three days' paid leave on each occasion where:

- a. a member of the employee's immediate family, household, or someone with whom they have a close personal relationship, develops a life threatening illness or injury
- b. a child is stillborn where the child would have been a member of the employee's immediate family or household
- c. the employee or their partner has a miscarriage, or
- d. a member of the employee's immediate family, household, or someone with whom they have a close personal relationship, dies.

F11.2 The Director-General may approve paid leave in excess of three days.

F12 Community Service (emergency management and jury service) leave

F12.1 The Director-General will approve Community Service leave for:

- a. the duration of the activity, appearance or duty
- b. reasonable travelling time to and from the activity, appearance or duty, and
- c. reasonable rest time immediately following the activity, appearance or duty.

- F12.2 An employee will be granted up to 20 days of paid leave per occasion to enable engagement in an activity as a member of a recognised emergency management organisation. Activities must be:
- a. a voluntary emergency management activity
 - b. an activity determined by the Director-General as being an eligible community service activity, having regard to the Fair Work Regulations, or
 - c. attendance at training or ceremonial obligations as a member of a recognised emergency management organisation.
- F12.3 The Director-General may approve paid leave in excess of 20 days at full pay or half pay, otherwise leave without pay will be granted.
- F12.4 An employee will be granted paid leave to attend court to give witness testimony on behalf of the Commonwealth or State, or undertake jury duty.

F13 Ceremonial and Cultural leave

- F13.1 The Director-General may grant leave as follows to enable an employee to participate in ceremonial and cultural activities:
- a. up to six days leave with pay per two calendar years to participate in activities associated with the employee's culture, ethnicity, or faith
 - b. up to one day of leave with pay for First Nations employees to participate in NAIDOC or National Reconciliation Week celebrations, and
 - c. up to five days leave without pay per calendar year to fulfil ceremonial obligations.

F14 Extended personal support

- F14.1 An employee will be granted a maximum of four months leave at full pay where the employee:
- a. suffers an illness or injury on their usual journey to or from work; or to and from study approved by ASD
 - b. has exhausted their Personal/Carer's leave credits
 - c. has utilised a reasonable amount of annual leave as determined by the decision maker, and
 - d. provides acceptable supporting documentation.
- F14.2 This period of leave includes any Personal and Annual leave the employee has utilised in respect of the personal illness or injury.
- F14.3 Leave will not be approved where it delays an employee's invalidity retirement from taking effect.

F15 Unspecified leave day

- F15.1 An employee will be granted up to one day/shift each calendar year at full pay on a non-cumulative basis without the need to specify the reason for the absence.

F16 Public holidays

- F16.1 Employees will observe public holidays in accordance with the National Employment Standards and section 115 of the FW Act.
- F16.2 If under a State or Territory law, a day or part-day is substituted for one of the public holidays, then the substituted day or part-day is the public holiday.
- F16.3 Consistent with the FW Act an employee has the right to be absent from their employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.
- F16.4 A supervisor may, at the request of an employee, agree to substitute another day for any designated public holiday. Where Christmas Day, Boxing Day and/or New Year's Day falls on a weekend and the relevant State or Territory has not determined substitution arrangements, the Director-General may determine that affected employees will observe an alternative day as a public holiday.
- F16.5 If under a State or Territory law every Sunday is declared or prescribed by or under that law to be a public holiday, Sunday is only a public holiday for the purposes of paragraphs F16.1, F16.2 and F16.3 of this Determination and for the purposes of the FW Act.
- F16.6 For all other purposes of this Determination, including in relation to the rates of pay for performance of duties on a Sunday, Sunday is only a public holiday if it is also a public holiday in accordance with F16.1.
- F16.7 Subject to paragraphs F16.8 and F16.9, if a public holiday is to be observed on an alternative day, duty performed on:
- a. the alternative day is to be paid at the public holiday rate, and
 - b. the public holiday is to be paid at the non-holiday weekday or weekend rate, as applicable.
- F16.8 An employee who performs duty on 25 December is to be paid at the public holiday rate regardless of any substitution arrangements.
- F16.9 An employee who performs duty on 25 December and a day substituted for a public holiday occurring on 25 December is to be paid at the public holiday rate on both days.

F17 Christmas stand down

F17.1 The Christmas stand down applies from close of business on the last working day before Christmas Day until the commencement of the first working day following 1 January. Christmas stand down includes the public holidays, an additional day holiday and an additional specified leave day in accordance with Table F1.

Table F1 Additional and specified leave days

If Christmas Day is on a....	The Additional day is...	The Specified leave day is.....
Sunday	Wednesday 28 December	Tuesday 3 January
Monday	Wednesday 27 December	Tuesday 2 January
Tuesday	Monday 31 December	Monday 24 December
Wednesday	Friday 27 December	Tuesday 24 December
Thursday	Monday 29 December	Friday 2 January
Friday	Tuesday 29 December	Thursday 24 December
Saturday	Wednesday 29 December	Friday 24 December

F17.2 Employees are not required to use Annual leave or flextime to cover any part of the stand down. All employees are to absent themselves during the stand down unless the Director-General directs otherwise.

F17.3 Employees who are absent without pay or on Long Service leave, and shift workers on Personal/Carer's leave, remain on these forms of absence with or without pay as applicable.

F17.4 **Notice for employee required to work.** An employee directed to work during any part of the stand down's two weekdays are to be given at least seven days' notice of such requirement. Where less than seven days' notice is given, an affected employee attracts emergency duty conditions (see paragraph E10.17) for all time worked during the stand down's two weekdays.

F17.5 **Time off in lieu.** An employee who is directed to work during any part of the stand down's two weekdays will be paid overtime or be granted TOIL within four weeks of the stand down. Where granting TOIL within this timeframe is impracticable, TOIL is to be granted before 1 May of the following year, at a time agreed between the employee and their supervisor. The amount of time off equals:

- a. if notice was given in accordance with paragraph F17.4 - the time worked during the employee's ordinary hours, or
- b. if notice was not given in accordance with paragraph F17.4 - one day for each day on which time was worked during the employee's ordinary hours, regardless of the amount of time actually worked.

F17.6 **Extraneous payments.** For overtime, Restriction allowance and shift penalty payment purposes, the stand down's two weekdays are to be treated as ordinary weekdays.

F18 Sabbatical leave

- F18.1 The Director-General may approve an application from an ongoing employee to work for a four-year period followed by a one-year Sabbatical leave period.
- F18.2 An employee whose sabbatical leave application is approved will receive one year of Sabbatical leave by agreeing to forgo 20 per cent of their salary on each payday in each of the four years immediately prior to going on one year of Sabbatical leave.
- F18.3 During the Sabbatical leave year, the employee will be paid an amount equivalent to the total amount forgone from salary for the previous four years, in equal fortnightly instalments.
- F18.4 If an employee ceases employment with ASD or elects, in writing, to withdraw from the Sabbatical leave arrangement, ASD will pay to the employee the balance of any amount forgone during the period.
- F18.5 Sabbatical leave does not break continuity of service but does not count as service for any purpose except superannuation depending on the superannuation contribution method of the employee.
- F18.6 An employee considering Sabbatical leave is encouraged to seek advice on the superannuation and tax implications.

F19 Defence Service Sick leave

- F19.1 An employee is eligible for Defence Service Sick leave when the Department of Veterans' Affairs (DVA) has certified that an employee's medical condition is as a result of 'operational service'. Operational service is defined by the Department of Veterans' Affairs.
- F19.2 Where an employee has not transferred a Defence Service Sick leave balance from another Commonwealth agency, an employee with an eligible medical condition will be credited 45 days of Defence Service Sick leave on the later of commencement with ASD or certification of the condition by DVA.
- F19.3 An employee with an eligible medical condition will accrue 15 days of Defence Service Sick leave annually, up to a maximum of 45 days. These accrued credits cannot be used until the initial credit has been exhausted.
- F19.4 The same evidence requirements apply as for Personal/Carer's leave.

Part G – Remuneration

G1 Pay

- G1.1 Employees are to be paid a salary for their classification in accordance with the tables at Annex C or any relevant classification instrument approved by the Director-General.
- G1.2 Hourly and fortnightly rates of pay are calculated as follows:
Fortnightly rate of pay = Annual salary multiplied by 12 and divided by 313, and
Hourly rate of pay = Fortnightly rate of pay divided by 75 (full time fortnightly hours).
- G1.3 **Unauthorised absence.** An employee is not entitled to be paid for any period of unauthorised absence in excess of 30 minutes in a pay period. The supervisor may allow the employee to make up the time and retain the entitlement to receive pay for the period. Unpaid unauthorised absences do not count as service for any purpose.
- G1.4 A part-time employee is paid pro-rata for their agreed working hours.
- G1.5 Employees are paid fortnightly by electronic funds transfer into a financial institution account nominated by the employee.

G2 Adjustments to rates of pay

- G2.1 Salary rates will be increased by:
- 4.00 per cent from the start of the first pay cycle in September 2023.
 - 3.80 per cent from the start of the first pay cycle in September 2024.
 - 3.40 per cent from the start of the first pay cycle in September 2025.
- G2.2 Extraneous payments, including for overtime and shift penalties, will be adjusted with effect from the same dates listed in paragraph G2.1.
- G2.3 An employee is excluded from receiving pay rises where they have refused to participate in PFADS. This includes supervisors who have failed to fulfil their responsibilities and undertake the core elements of PFADS set out in D2.3 for their employees.

G3 Salary on engagement, promotion, assignment, movement or reduction

- G3.1 Salary for an employee who moves at level to ASD from another Commonwealth agency or is engaged or promoted, is to be the minimum of the salary range unless the Director-General approves payment of a higher salary within the salary range.
- G3.2 In considering a commencing salary above the minimum of the salary range for an employee under paragraph G3.1 the Director-General will have regard to a range of factors including:

- a. the length and nature of experience, including any periods of relevant ARP
 - b. currency or recency of experience
 - c. level of contribution to be made immediately
 - d. relative worth in comparison with employees performing similar work, and
 - e. if applicable, the level of difficulty in filling the role.
- G3.3 At the discretion of the Director-General, an employee moving to ASD from another Commonwealth agency (the 'other agency') whose salary at the other agency (current salary) exceeds the current maximum of the relevant classification or broadband in this Determination, may be maintained on their current salary, subject to salary increases in paragraph G2.1.
- G3.4 Where an employee within ASD is reassigned duties at the same classification level, the salary is to remain the same as the salary the employee was receiving prior to the reassignment, provided that salary is within the range for the classification.
- G3.5 Where the reassignment of duties was as a result of a formal merit selection process, the Director-General may determine an alternative salary.
- G3.6 Where an employee is reassigned the duties of a position that has the same classification level, but a different pay range, the Director-General may determine a salary other than would be payable under paragraph G3.5.
- G3.7 Where the classification of an employee is reduced, the salary is to be the maximum of the salary range of the lower classification, unless otherwise determined by the Director-General.
- G3.8 Where an employee requests in writing to be assigned, on a temporary basis, duties at a lower classification or duties which are at the same level but which attract a lower salary range, the Director-General may determine in writing that the employee is to be paid a rate within the lower range for the period specified in the request.
- G3.9 The Director-General may set an employee's salary after commencement, pursuant to this section, where the Director-General has determined that the employee's salary was set in error. The Director-General will have regard for the following:
- a. the length of time since the salary was set in error
 - b. whether the change in salary will unfairly disadvantage the employee
 - c. whether the employee has agreed to the change in salary, and
 - d. the variance between the salary set in error and the correct salary under this section.

G4 Operation of EL2.1 and EL2.2

- G4.1 The Director-General may assign duties and determine the salary of an employee performing work at the EL2.1 or EL2.2 levels of the EL2 classification. The ASD Classification Policy, as amended from time to time, describes the value of such work.

- G4.2 **Annual salary review.** The Director-General ASD must review the salary of an employee assigned duties at EL2.1 or EL2.2 annually and, based on any change in the work value of the duties performed, may increase or decrease the salary. The annual salary review is to be conducted concurrently with the assessment of performance.
- G4.3 **Salary regression.** The Director-General may reassign an employee to an EL2 or an EL2.1 position if the employee is no longer performing duties at the higher work value of an EL2.1 or an EL2.2 respectively. Where reassignment is from EL2.2 to EL2.1, the employee's salary within the EL2.1 range is to be determined consistent with paragraph G4.2. Where reassignment is to an EL2 position, the employee's salary may not be regressed below the EL2 level and takes into account performance progression that would have occurred at the previous level, but for the period at the higher level.

G5 Additional Responsibility Pay

- G5.1 The Director-General may approve Additional Responsibility Pay (ARP) for the temporary performance of duties at a higher work level by an employee. Periods of ARP will usually be two consecutive weeks or more in duration, unless the Director-General approves a shorter period of ARP. ARP is to be approved for the entire period an employee is required to perform duties at a higher work level, and no employee is to be required to perform duties at a higher level without ARP.
- G5.2 In determining whether ARP should be approved under paragraph G5.1, the Director-General will consider a range of factors including:
- a. impact on capability/operational performance if the position is left vacant
 - b. the length of the period of ARP
 - c. the proportion of duties to be performed at the higher level, and
 - d. whether the duties to be performed are incidental and occasional.
- G5.3 ARP may be either:
- a. position-based, where an employee performs the duties or responsibilities of a vacant higher level position, or
 - b. non position-based, where an employee performs the duties or responsibilities of a higher work level, or where establishment or classification action is neither warranted nor appropriate. This may include:
 - i. performing the relevant responsibilities of a military position, or
 - ii. recognition of the particular demands, including timeframes, of certain research and development activities.
- G5.4 The level of ARP payable is the difference between the employee's substantive salary and an amount within the pay range of the higher classification (the higher pay range). The amount in the higher pay range is to be the bottom of the range unless a higher rate is determined by the

Director-General. In determining the amount within the higher pay range, the Director-General will consider a range of factors including:

- a. those identified in paragraph G5.2 of this Determination
- b. the aggregate period of ARP previously performed at the relevant level, and
- c. the employee's substantive salary.

- G5.5 Where the work level of the particular tasks or requirements of the work to be performed is assessed as two or more classification levels higher than the employee's substantive classification, the Director-General may determine that partial performance arrangements apply and set ARP within either of the higher pay ranges.
- G5.6 The Director-General may determine the level of ARP payable to employees performing duties or responsibilities at the SES level.
- G5.7 The Director-General may, at any time, review ARP arrangements, including the level of the payment.
- G5.8 ARP proposed to extend beyond 12 months is subject to approval by the Director-General.
- G5.9 ARP is paid on a fortnightly basis and counts as salary for superannuation purposes, subject to any qualifying requirements specified in the relevant superannuation legislation and pursuant to the employee's superannuation contribution method.
- G5.10 ARP continues to be paid during periods of paid leave provided the ARP would have continued but for the absence. For an employee in a remote locality, ARP continues to be paid during a period of Annual leave where they proceed on Annual leave between leaving the remote locality and commencing in a different locality.

G6 Performance progression

- G6.1 The Director-General is to make a performance progression decision for all employees except for excluded employees.
- G6.2 **Excluded employees.** The following employees are excluded from performance progression:
- a. apprentices, who are paid according to their length of service
 - b. employees classified as cadets and trainees whose ordinary period of training is 12 months or less, and
 - c. employees classified as Graduate whose development program is 18 months or less.
- G6.3 **Eligibility criteria.** Employees are to satisfy all criteria during the current performance cycle to be eligible for performance progression. Where all the following criteria are met, performance progression must be paid when:
- a. the employee has participated in PFADS

- b. the employee has adhered to the ASD Values, the ASD Employment Principles and upheld the ASD Code of Conduct
 - c. the employee has achieved at least a satisfactory level of performance in the current performance cycle
 - d. subject to paragraph G6.4, the employee has undertaken duties at their substantive classification level or higher for a minimum period of six months during the performance cycle. Undertaking Defence reserve service on Defence Reserve leave is considered to be 'undertaking duties' for the purposes of satisfying this requirement, and
 - e. the employee has completed all mandatory training programs unless otherwise determined by the Director-General. The Director-General may determine the mandated training programs.
- G6.4 Where the six-month minimum period in sub-paragraph G6.3d is not met, the Director-General may determine that a lesser period is appropriate. A lesser period does not apply to employees in an excluded category in paragraph G6.2. Absences under sections F4, F5, F6 and F7 are not subject to the minimum period in sub-paragraph G6.3d.
- G6.5 **Usual payment rate.** Employees who satisfy the eligibility criteria for performance progression in paragraph G6.3 are paid one of the following amounts where the employee is:
- a. still moving through their salary range payment is a 3.8 per cent increase to their substantive salary. Performance progression cannot be used to increase an employee's salary beyond their salary range.
 - b. within 1.0 per cent of the top of their salary range, their substantive salary is increased to the top of their salary range, in addition to the payment of a partial lump sum to bring the total overall payment to 1.0 per cent or \$725 whichever is the greater.
 - c. at or above the top of their salary range, payment is a lump sum of 1.0 per cent or \$725 whichever is the greater.
- G6.6 **EL2.1 and EL2.2 usual payment rate.** Salary movement within the EL2.1 and EL2.2 levels is not predicated on performance and only occurs when work value is assessed at the annual review conducted in accordance with paragraph G4.2. Employees occupying positions at EL2.1 and EL2.2 are to participate in PFADS as set out in Part D of this Determination and must satisfy the eligibility criteria set out in paragraph G6.3 to receive a lump sum payment of 1.0 per cent of salary.
- G6.7 **Payment rate for Legal Broadband.** The Director-General may determine an alternative rate of performance progression to be applied to employees classified in the Legal Broadband.
- G6.8 **Additional Responsibility Pay (ARP) and progression.** Performance progression will apply to ARP salary where the employee has met the eligibility requirements under paragraph G6.3 for the higher classification.
- G6.9 Where an employee is promoted within the performance cycle, any duties that were undertaken on ARP prior to the promotion are not viewed as duties undertaken at the employee's

substantive level. Where an employee is promoted within the performance cycle the period of ARP should be taken into account for:

- a. salary on promotion, as outlined in G3.1 and G3.2, and/or
- b. eligibility for performance progression.

Where the six month minimum period in subparagraph G6.3d is not met, the Director-General may determine that a lesser period is appropriate.

- G6.10 **Qualification barrier.** An employee's salary cannot progress past a qualification barrier if the employee does not have the relevant qualification. If the employee does not have the relevant qualification, the employee may be eligible to receive a lump sum payment in accordance with paragraph G6.5.
- G6.11 **Broadband barrier.** Where a broadband contains a barrier, the conditions of the barrier as specified in each broadbanding arrangement must be met for an employee's salary to progress past the barrier. If the conditions are not met, the employee may be eligible to receive a lump sum payment in accordance with paragraph G6.5.
- G6.12 **Date of effect for progression payment.** Performance progression is paid effective from the last payday in September each year unless otherwise determined by the Director-General. Payment will not be made before this date, such as where an employee separates from ASD before the progression payment comes into effect.
- G6.13 Where an employee is eligible for progression in accordance with paragraph G6.3, the date of effect for payment will not be affected if the progression decision is recorded late. If a progression decision is not recorded by the date of effect, the Director-General may determine that the employee is eligible for progression from the date of effect.
- G6.14 Where an employee is promoted prior to the progression date of effect, the progression decision made in relation to the employee's previous classification no longer has effect.
- G6.15 **Deferral of performance progression decision.** Where the employee has not achieved at least a satisfactory level of performance and has met the remaining criteria in paragraph G6.3, the Director-General must defer the progression decision by six months. Deferred performance progression is paid with effect from the second payday after 28 February if the employee meets the eligibility criteria of paragraph G6.3. Any lump sum payable under paragraph G6.5 is halved.
- G6.16 **Denial.** The Director-General must deny performance progression for the entirety of the performance cycle where paragraph G6.14 does not apply and an employee has:
- a. refused to participate in PFADS including any managing poor performance procedures
 - b. failed to meet one or more of the progression eligibility criteria in paragraphs G6.3 and G6.4
 - c. received a performance rating of Not Effective, and/or
 - d. the employee has not achieved at least a satisfactory level of performance by the end of any deferral period.

G6.17 Reinstatement. The Director-General may reinstate unpaid or deferred performance progression where the original deferral or non-payment decision is remade, following a review.

G7 Individual Determination

G7.1 The Director-General and an employee covered by this Determination may agree to make an individual determination to vary the effect of terms of this Determination if:

- a. the determination deals with one or more of the following matters:
 - i. arrangements about when work is performed
 - ii. overtime rates
 - iii. penalty rates
 - iv. allowances
 - v. remuneration, and/or
 - vi. leave.
- b. the arrangement meets the genuine needs of ASD and the employee in relation to one or more of the matters mentioned in paragraph G7.1a, and
- c. the determination is genuinely agreed to by the Director-General and the employee.

G7.2 The Director-General must ensure that the terms of the individual determination result in the employee being better off overall than the employee would be if no arrangement was made.

G7.3 Arrangements entered into under paragraph G7.1 must:

- a. be in writing
- b. include the name of the employer and employee(s)
- c. be signed by the Director-General and the employee(s) and, if an employee is under 18 years of age, signed by a parent or guardian of the employee, and
- d. include details of:
 - i. the terms of this Determination that will be varied by the individual determination
 - ii. how the arrangement will vary the effect of the terms
 - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the individual determination, and
 - iv. state the day on which the individual determination commences.

G7.4 The arrangements covered by paragraph G7.3 are to be the subject of periodic review, in particular when the employee's circumstances change, the nature of the duties change or when the employee is being managed for poor performance in accordance with section D5.

G7.5 The Director-General must give the employee a copy of the individual determination within 14 days after it is agreed to.

G7.6 The Director-General or employee may terminate the individual flexibility arrangement:

- a. by giving no more than 28 days written notice to the other party to the arrangement, or

- b. if the Director-General and employee agree in writing - at any time.

G8 Trainees

- G8.1 Trainees are employees who are employed at a training classification listed in Table 4a of Annex C and undertake one or more training requirements as determined by the Director-General.
- G8.2 **Costs.** Subject to satisfactory progress in meeting the training requirements for the training classification, trainees are to receive reimbursement of:
- a. all compulsory fees incurred in the course of their studies
 - b. reasonable cost of books and equipment that are necessary or compulsory for completion of their course of studies, and
 - c. for Cadet ASD (Research Scientist) only, thesis production costs.
- G8.3 **Salary.** While undertaking training, trainees are paid the salary in accordance with Column 2 of Table 4a of Annex C applicable to their relevant training classification. In exceptional circumstances, the Director-General may determine a higher salary up to the amount specified in Column 3 of Table 4a of Annex C, for the relevant training classification.
- G8.4 **Trainee Advancement Broadband.** Upon successful completion of the training requirements for the training classification, trainees are allocated a classification under the ASD Classification Policy, as amended from time to time or as determined by the Director-General.
- G8.5 **Movement to an operational classification.** Following advancement within the Trainee Advancement Broadband, the employee is allocated an operational classification as determined by the Director-General.
- G8.6 In exceptional circumstances, the Director-General may, at the end of the traineeship, advance an employee or a group of employees to a higher classification and associated salary in the advancement broadband before they are allocated an operational classification(s).
- G8.7 Advancement to a higher classification consistent with paragraphs G8.4 and G8.5 requires a work value assessment to be undertaken.
- G8.8 **Australian apprenticeships.** Employment under the Australian Apprenticeships Scheme is in accordance with conditions determined by the Director-General.
- G8.9 **Allowance payable upon movement to a training classification.** Where an existing ongoing employee moves to a training classification, the employee is eligible, where relevant, to an allowance to bring their salary up to the level received immediately prior to the movement, or the maximum salary of the classification that will apply when the employee moves to an operational classification at the conclusion of the training, whichever is lower. The allowance is payable for the period the employee holds the training classification.

G9 Allowances

- G9.1 All allowances are contained in Annex D. The rates specified in Annex D come into effect on the dates determined in paragraph G2.1. Unless otherwise stated, allowances in the nature of salary are to:
- a. be paid during periods of paid leave where an employee would have continued to receive the allowance but for the leave unless provided by relevant legislation
 - b. be reduced on a pro rata basis during periods of leave at less than full pay, and
 - c. count as salary for various purposes as detailed in Annex E.
- G9.2 **Eligibility.** The allowances set out in Annex D apply to employees at all classifications, unless otherwise specified.
- G9.3 Where one or more allowances prescribed in this section are payable within a workplace according to a predictable pattern, such payments may be commuted, subject to the agreement of the supervisor and the affected employees. The commuted payment would normally be made in fortnightly instalments.
- G9.4 The Director-General may determine an allowance not prescribed in Annex D, subject to the following:
- a. the circumstances warranting payment did not exist or were unknown at the date of commencement of this Determination, and
 - b. any affected employees have been consulted on the rate(s) of allowance and the conditions under which they will be paid.

G10 Work-related expenses

- G10.1 The Director-General may approve reasonable reimbursement of expenses incurred by employees during the course of, or arising out of, their employment.
- G10.2 Application may include, but is not limited to:
- a. reimbursement for the loss or damage to clothing or personal effects
 - b. the purchase of clothing or personal effects necessary and suitable for travel on official business
 - c. where the use of privately owned equipment for official purposes has been agreed by the Director-General, provision of the necessary consumable office supplies and reimbursement of reasonable costs for the maintenance of equipment
 - d. where an employee's life insurance policy includes a loading due to the nature of duties undertaken, reimbursement of an amount equal to that part of the premium loading that relates to payment of money on the death of the employee
 - e. reimbursement of reasonable costs incurred by an employee who has leave cancelled or is recalled to duty while on Annual or Long Service leave

- f. where agreed between the employee and the Director-General, an employee may, while visiting or travelling within Australia or overseas at their own expense, have all or any costs associated with their attendance at a conference, seminar or other work related activity met by ASD
- g. an employee may be reimbursed reasonable additional travel costs, including fares and parking and tolls, incurred while performing duty temporarily away from their normal place of work. This provision does not normally apply to employees in receipt of travelling allowance
- h. reimbursement for the cost of purchasing protective or other clothing such as waterproof boots, aprons or gloves where it is necessary or required that the employee wear such items. The costs of laundering the items will be met, where the employee is responsible for the laundering
- i. an employee may be reimbursed for reasonable costs associated with undertaking a work trial, prior to potential permanent placement as part of a redeployment process
- j. reimbursement for reasonable costs associated with the hire or purchase (where appropriate) of equipment, where the employee is required to camp overnight as part of their duties and is not supplied with camping equipment by ASD, and
- k. reimbursement of reasonable costs arising from additional dependant-care arrangements incurred by employees due to them:
 - i. undertaking duty travel away from their normal work location
 - ii. being directed to work additional hours, or
 - iii. attending a conference or training course outside their regular work hours.

G11 Public Transport Ticket or Bicycle Advance Scheme

G11.1 The Public Transport Ticket or Bicycle Advance Scheme provides eligible employees with an advance of salary to purchase an annual public transport ticket or bicycle.

G12 Superannuation

G12.1 ASD will provide compulsory employer contributions as required by the applicable legislation and fund requirements.

G12.2 The default fund for employees who fail to choose a superannuation fund will be the Public Sector Superannuation accumulation plan (PSSap), unless they are required by scheme rules or legislation to become members of the Commonwealth Superannuation Scheme (CSS) or the Public Sector Superannuation (PSSdb) scheme.

G12.3 Employer superannuation contributions for PSSap members and employees who have exercised choice will be 15.4 per cent of ordinary time earnings, or such a rate as specified by the rules of the PSSap, though not less than 15.4 per cent. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a

superannuation fund cannot accept employer superannuation contributions (e.g. the fund is unable to accept contributions for people aged over 75).

G13 Salary packaging

- G13.1 An employee may access salary packaging arrangements consistent with ASD policy, as amended from time to time, and the terms of the contractual salary package agreement.
- G13.2 Probationers, trainees and non-ongoing employees engaged for periods of less than 12 months may participate, provided that the salary sacrifice arrangements can be completed in the period of employment. The only exception to this is motor vehicles.

G14 Supported Wage System

- G14.1 Employees who are part of a disability program may be eligible for a supported wage in accordance with Annex A.

G15 Payment on death

- G15.1 When an employee dies, or the Director-General has directed that an employee is presumed to have died on a particular date, the Director-General may authorise the following payments:
- a. to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative, and
 - b. if applicable, removal expenses (in accordance with section H2), as if the former employee had retired.

Part H – Travel, relocation and locality conditions

H1 Travel on official duty

- H1.1 Employees will be provided with the facility to meet reasonable travel costs on the basis that they neither gain nor lose financially when required to travel on official business, including those required to camp out as part of their duties. Further information is available in the travel policy as amended from time to time.
- H1.2 **Class of air travel.** The class of travel for employees will be determined by the Director-General. The Director-General may approve a higher class of travel where satisfied that special circumstances exist.
- H1.3 An employee cannot be directed to use Service accommodation unless its use is integral to, and is a pre-condition for attendance at certain Defence or ASD sponsored activities. Such activities include training and development courses, exercises and demonstrations. These activities do not include the provision of civilian logistical support to military exercises where the affected ASD employees are not direct participants in those exercises.
- H1.4 The Director-General may adjust the rates for the accommodation, meals or incidentals components of travel assistance having regard to the relevant subscription service.

H2 Relocating with ASD

- H2.1 The Director-General may approve relocation assistance for an employee relocating to another locality on engagement, promotion or reassignment. Where an employee relocates on term transfer relocation assistance will be provided.
- H2.2 Employees are not entitled to relocation assistance when relocating:
- for personal reasons, or
 - within the same metropolitan area or a nearby locality where it is reasonable to continue to commute to work, unless the Director-General determines otherwise.
- H2.3 **Location of Employment.** Where ASD moves the location of employment to another locality other than in circumstances covered by paragraph H2.2, employees are to be given a reasonable period of notice of the relocation. Employees who elect to relocate to the new locality will be provided with relocation assistance. The redeployment and redundancy provisions of Part C of this Determination will apply to employees who elect not to relocate to the new locality.
- H2.4 The level of relocation assistance will be based on the employee's individual circumstances. Further information is available in the ASD relocations policy as amended from time to time. Assistance provided may include but is not limited to:
- pre-relocation visit(s)

- b. travel to the new locality
 - c. reimbursement of any substantiated loss of any personal and/or household effects
 - d. removal and/or storage of personal and/or household effects
 - e. disturbance allowance
 - f. settling in/out allowance
 - g. rental assistance and/or advance of bond/lease/utility costs
 - h. legal and professional costs on the sale and purchase of homes
 - i. education assistance for dependent children, and
 - j. reunion fares.
- H2.5 Assistance in identifying potential ASD or other APS employment opportunities in the new location will be given to an employee's partner and/or other members of the employee's household who relocate with the ASD employee. This provision extends to ASD employees who relocate with a partner who is an ADF member.
- H2.6 The Director-General may approve additional or alternative relocation assistance for an employee, or group of employees, eligible for relocation assistance.
- H2.7 The Director-General may review and adjust the rates applicable to elements of relocation assistance having regard to the relevant economic indicators.
- H2.8 Where an employee retires, is retired, or dies, the Director-General may, in limited circumstances, authorise the payment of relocation expenses reasonably incurred by the employee, dependants and/or partner of the employee.

H3 Provision of accommodation at Commonwealth expense

- H3.1 The Director-General may authorise the provision of accommodation including housing, at Commonwealth expense, if satisfied that:
- a. there are particular recruitment and/or retention issues associated with the staffing of a key position(s) in a locality
 - b. there is no viable rental market in the immediate vicinity of the locality, or
 - c. the employee has an obligation to supervise personnel or property (such as caretakers etc.).
- H3.2 An employee authorised under paragraph H3.1 to occupy accommodation will make a contribution as determined by the Director-General.
- H3.3 The rate of contribution authorised under paragraph H3.2 is not to exceed 10 per cent of an employee's fortnightly net salary (after taxation and superannuation) where the employee has an incidental obligation of supervision or general control over personnel or property.

H4 Remote locality benefits

H4.1 An employee who works at one of the localities in Table H1 is eligible for remote locality benefits.

Table H1 – Remote locations

State or Territory	Location
NT	Alice Springs
NT	Darwin
NT	Katherine
QLD	Cairns
QLD	Innisfail
QLD	Shoalwater Bay
QLD	Townsville
QLD	Tully
SA	Woomera
WA	Exmouth
WA	Karratha
WA	Kununurra

H4.2 The Director-General may declare a locality to be remote and determine conditions attached to that locality.

H4.3 **Dependant eligibility.** An immediate family member who resides with the employee and who earns less than the national minimum wage, as prescribed by the Fair Work Commission from time to time, is considered a dependant for the purposes of district allowance.

H4.4 Unless the Director-General determines otherwise, remote localities benefits do not extend to an employee who has moved to a remote locality for personal reasons.

H4.5 **District allowance.** An employee stationed at a remote locality will be paid district allowance. The rate of district allowance may be reviewed and adjusted by the Director-General from time to time having regard to the relevant economic and other indicators.

H4.6 An employee whose partner receives a district allowance (however described) from the Commonwealth while stationed at the same remote locality, where that allowance accounts for the employee's dependants, is to be regarded as an employee without eligible dependants.

H4.7 An employee travelling to a remote locality will not be paid district allowance for the first 21 days if in receipt of the daily rate of travel assistance.

- H4.8 An employee continues to be paid district allowance while on Annual leave, provided they were eligible to receive payment on the day immediately prior to commencement of leave.
- H4.9 **Assisted leave fares allowance (ALFA).** An employee stationed at a remote locality listed in Table H1 will be paid ALFA in respect of themselves and their family residing in that remote locality. The rate of ALFA may be reviewed and adjusted by the Director-General from time to time.
- H4.10 Where the accompanying partner of an employee is also employed by the Commonwealth (including as a member of the ADF) and is provided with a similar benefit under their own workplace conditions, the ASD employee may only claim ALFA in respect of themselves and any other eligible dependant for whom no equivalent eligibility has been claimed by the partner.
- H4.11 The allowance is payable on each anniversary of commencement at the locality or as otherwise prescribed. The anniversary of commencement is to be:
- deferred by any periods of leave not to count as service
 - deferred by any completed months of continuous service in other than an identified remote locality
 - deferred by any completed months of continuous service with another agency, and
 - not deferred by periods of Defence reserve service.
- H4.12 Where an employee moves between remote localities, ALFA continues to be payable on the relevant anniversary of commencement at the first locality. Payment is, however, based on the rate applicable to the employee's location at the date of accrual.
- H4.13 ALFA is paid at the equivalent full-time rate for part-time employees and employees undertaking a graduated return to work.
- H4.14 ALFA will be paid to non-ongoing employees on each completed 12 months of continuous service with ASD at a remote locality.
- H4.15 **Additional Annual leave.** An employee stationed at a remote locality accrues Additional Annual leave as per Table H2. The additional leave is credited fortnightly, in addition to the employee's normal accrual under paragraph F2.3.

Table H2: Additional Annual leave

Localities	Additional Weeks Leave
QLD: Cairns, Innisfail, Townsville, Tully	0.4
QLD: Shoalwater Bay	0.6
NT: Alice Springs, Darwin SA: Woomera	1.0
NT: Katherine WA: Exmouth, Karratha, Kununurra	1.4

- H4.16 **Other fares assistance.** For the purpose of other fares assistance, close relative means:
- a. an employee's partner, child, parent, sister or brother (including of the employee's partner), or
 - b. any other person who is, by reason of the special circumstances of a particular case, approved by the Director-General as a close relative of an employee or the employee's partner.
- H4.17 The Director-General will approve fares assistance where an employee, or an eligible dependant who resides with the employee, stationed at a remote locality travels:
- a. to a location where a close relative is critically ill or dies, or
 - b. where it is necessary for travel from the locality for specialist or emergency medical or dental treatment, due to the lack of a suitable resident medical specialist and/or practitioner or dentist at the locality.
- H4.18 Assistance under paragraph H4.17 includes reimbursement of the cost of return travel to the appropriate locality. It may also include reasonable receipted accommodation costs where they are not able to return to the locality on the same day. Employees are only to be reimbursed that part of the accommodation costs not met under a community scheme. Where a close relative is critically ill or dies overseas, the appropriate locality is to be the nearest Australian international airport. Employees are required to provide documentary evidence to support claims for reimbursement.
- H4.19 Where the use of a private motor vehicle is approved, motor vehicle allowance as set out in the travel budget calculator, is payable up to the costs that would have been incurred had the travel been undertaken at ASD's expense.
- H4.20 An employee eligible for assistance under a community scheme is not to receive fares assistance under paragraph H4.17. Employee contributions required under the community scheme will be reimbursed.
- H4.21 Where a child of an employee attends school outside the remote locality, the employee will be reimbursed the cost of up to three return air fares per annum. An additional fare may be provided by the Director-General, where satisfied that there are special circumstances requiring an additional reunion visit.
- H4.22 **Education costs assistance.** The Director-General may approve reasonable education costs incurred by an employee located at a remote locality.

H5 Special conditions for employees working at identified localities

- H5.1 The provisions of H5 apply to an employee who works at an identified ASD or Defence site that is determined not to have access to reasonable community services and facilities during official hours. They do not apply to an employee on official travel to these sites.
- H5.2 **Special Defence or ASD Locality allowance (SDLA).** An employee working at a designated special Defence or ASD locality will be paid SDLA at the rate listed in Table H3.

Table H3 – Special Defence Locality allowance

State	Locality	Amount per fortnight
QLD	Oakey Army Aviation Centre	\$48.64
QLD	JLU-SQ Wallangarra	\$144.40
QLD	Shoalwater Bay Training Area	\$118.56
SA	Port Wakefield Proof & Experimental Establishment	\$255.36
SA	Woomera (including the Woomera Test Facility)	\$118.56
TAS	Fort Direction	\$50.16
VIC	Graytown Proof & Experimental Establishment	\$152.00
WA	ADSC Station, Geraldton	\$103.36

- H5.3 An employee will be paid SDLA while on approved leave with pay or when travelling on duty away from the locality. Where an employee is temporarily relocated from the locality, whether in receipt of ARP or not, SDLA ceases for the period of temporary relocation.
- H5.4 **Support.** An employee working at a locality listed in Table H3 may be provided reasonable time off during official hours to access services and facilities, where such services and facilities are not reasonably accessible outside official hours, including during standard lunch breaks. Time off in these circumstances is at the discretion of the supervisor and subject to operational requirements and not treated as an absence under flextime.

H6 Working overseas

- H6.1 Overseas conditions of service for employees travelling and working overseas on short-term duty, long-term postings or in support of a specified ADF operation are contained in the ASD Overseas Conditions policy. An employee cannot be compelled to perform overseas duty in an ADF Area of Operation.
- H6.2 The provisions of this Determination relating to overtime payments, shift penalties, out of hours restriction, flextime and time off in lieu do not apply to employees working in areas of operation who receive an allowance for working operational hours

Part I – Restriction of travel

I1 Instruction relating to restriction of international travel

- I1.1 The Director-General may, from time to time, issue, amend or revoke an instruction to employees relating to travel. Such an instruction may:
- a. require employees to seek approval from specified persons prior to booking international travel
 - b. impose, or provide for the imposition of, restrictions, limitations and/or conditions on employees' international travel, and/or
 - c. establish processes for consideration of exceptional circumstances in relation to an employee's proposed international travel.

Part J – Values and Code of Conduct

J1 Values

- J1.1 **Committed to service.** ASD employees are professional, objective, innovative and efficient, and work collaboratively to achieve the best results for the Australian community and the Government.
- J1.2 **Ethical.** ASD employees demonstrate leadership, are trustworthy, and act with integrity, in all that they do.
- J1.3 **Respectful.** ASD employees respect all people, including their rights and heritage.
- J1.4 **Accountable.** ASD employees are open and accountable to the Australian community under the law and within the framework of Ministerial responsibility.
- J1.5 **Impartial.** ASD employees are apolitical and provide the Government with advice that is frank, honest, timely and best of the best available evidence.

J2 Code of Conduct

- J2.1 An ASD employee must behave honestly and with integrity in connection with ASD employment.
- J2.2 An ASD employee must act with care and diligence in connection with ASD employment.
- J2.3 An ASD employee, when acting in connection with ASD employment, must treat everyone with respect and courtesy, and without harassment.
- J2.4 An ASD employee, when acting in connection with ASD employment, must comply with all applicable Australian laws. For this purpose, Australian law means:
 - a. any Act, or any instrument made under an Act, or
 - b. any law of a State or Territory, including any instrument made under such a law.
- J2.5 An ASD employee must comply with any lawful and reasonable direction given by someone in ASD who has authority to give the direction.
- J2.6 An ASD employee must maintain appropriate confidentiality about dealings that the employee has with any Minister or Minister's member of staff.
- J2.7 An ASD employee must:
 - a. take reasonable steps to avoid any conflict of interest (real or apparent) in connection with the employee's ASD employment, and

- b. disclose details of any material personal interest of the employee in connection with the employee's ASD employment.
- J2.8 An ASD employee must use Commonwealth resources in a proper manner and for a proper purpose.
- J2.9 An ASD employee must not provide false or misleading information in response to a request for information that is made for official purposes in connection with the employee's ASD employment.
- J2.10 An ASD employee must not improperly use inside information or the employee's duties, status, power or authority:
- a. to gain, or seek to gain, a benefit or an advantage for the employee or any other person; or
 - b. to cause, or seek to cause, detriment to ASD, the Commonwealth or any other person.
- J2.11 An ASD employee must at all times behave in a way that upholds:
- a. the ASD Values and ASD Employment Principles, and
 - b. the integrity and good reputation of ASD.
- J2.12 An ASD employee on duty overseas must at all times behave in a way that upholds the good reputation of Australia.
- J2.13 An ASD employee must not disclose information which the ASD employee obtains or generates in connection with the ASD employee's employment if it is reasonably foreseeable that the disclosure could be prejudicial to the effective working of Government, including the formulation or implementation of policies or programs.
- J2.14 An ASD employee must not disclose information which the ASD employee obtains or generates in connection with the ASD employee's employment if the information:
- a. was, or is to be, communicated in confidence within the Government, or
 - b. was received in confidence by the Government from a person or persons outside the Government
- whether or not the disclosure would found an action for breach of confidence.
- J2.15 Paragraphs J2.13 and J2.14 do not prevent a disclosure of information by an employee if:
- a. the information is disclosed in the course of the employee's duties; or
 - b. the information is disclosed in accordance with an authorisation given by the Director-General; or
 - c. the disclosure is otherwise authorised by law; or
 - d. the information that is disclosed:
 - i. is already in the public domain as the result of a disclosure of information that is lawful, and
 - ii. can be disclosed without disclosing, expressly or by implication, other information to which paragraphs J2.13 and J2.14 applies.

- J2.16 Paragraphs J2.13 and J2.14 do not limit the authority of the Director-General to give lawful and reasonable directions in relation to the disclosure of information.
- J2.17 Under section 70 of the *Crimes Act 1914*, it is an offence for an employee to publish or communication any fact or document which comes to the employee's knowledge, or into the employee's possession, by virtue of being a Commonwealth officer, and which it is the employee's duty not to disclose.

J3 Providing false or misleading information etc. in connection with engagement as an ASD employee

- J3.1 A person who is, or was, an employee is taken to have breached the Code of Conduct if the person is found to have, before being engaged as an employee:
- a. knowingly provided false or misleading information to another ASD employee, APS employee or to a person acting on behalf of the Commonwealth
 - b. wilfully failed to disclose to another ASD employee, APS employee or to a person acting on behalf of the Commonwealth, information that the person knew, or ought reasonably to have known, was relevant, or
 - c. otherwise failed to behave honestly and with integrity;
- in connection with the person's engagement as an employee.
- J3.2 If the person is an employee at the time of a finding referred to in subparagraphs J3.1a, b or c is made in relation to the person, the Director-General may impose sanctions on the person as permitted by paragraph J4.1.

J4 Sanctions that may be imposed for breach of the Code of Conduct

- J4.1 The Director-General may impose the following sanctions on an employee who is found to have breached the Code of Conduct in section J2:
- a. termination of employment
 - b. reduction in classification
 - c. re-assignment of duties
 - d. reduction in salary
 - e. deductions from salary, by way of a fine, not to exceed 2% of the employee's annual salary, and/or
 - f. a reprimand.

J5 Suspension

- J5.1 The Director-General may suspend an employee from duties if the Director-General believes on reasonable grounds that:
- a. the employee has, or may have, breached the Code of Conduct, and

- b. the employee's suspension is in the public, or ASD's, interest.
- J5.2 The suspension may be with or without remuneration.
- J5.3 If the suspension is to be without remuneration, the period without remuneration is to be:
 - a. not more than 30 days, or
 - b. if exceptional circumstances apply – a longer period.
- J5.4 The Director-General will review the suspension at reasonable intervals.
- J5.5 The Director-general will immediately end the suspension if the Director-General no longer believes on reasonable grounds:
 - a. that the employee has, or may have, breached the Code of Conduct, or
 - b. that the employee's suspension is in the public, or ASD's, interest.
- J5.6 The Director-General will immediately end the suspension if a sanction has been imposed on the employee for the relevant breach of the Code of Conduct.
- J5.7 In exercising powers under section J5, the Director-General will have due regard to procedural fairness unless the Director-General is satisfied on reasonable grounds that, in the particular circumstances, it would not be appropriate.

Glossary

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.

APS means the Australian Public Service.

APS employee means a person engaged as an APS employee under the *Public Service Act 1999*.

ASD means the Australian Signals Directorate.

ASD employee means a person engaged as an employee under the *Intelligence Service Act 2001*.

Determination means the determination cited as the ASD Employment Determination 2023.

Assessment agreement means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person employed under the Supported Wage System.

Broadbanding is the combination of two or more adjacent classifications into a single broader group of duties and includes the full range of work value and work level standards of the classification levels contained within it.

Category A Employee means an employee with a classification designated as Category A in Annex C of this Determination or in any relevant classification instrument approved by the Director-General.

Category B Employee means an employee with a classification designated as Category B in Annex C of this Determination or in any relevant classification instrument approved by the Director-General.

Choice of Superannuation Fund means the choice of fund requirements specified in Part 3A of the *Superannuation Guarantee (Administration) Act 1992*.

Classification is the approved work value assigned to a group of duties by the Director-General in accordance with the ASD Classification Policy, as amended from time to time.

Critical occupation means the occupation has existing or anticipated workforce issues that are expected to have a significant negative impact on the delivery of ASD outcomes.

Decision-making powers conferred directly on a group of people (e.g. supervisors) cannot be delegated to another group of people. Decision-making powers are not to be raised above the person the power has been directly conferred or delegated to.

Decision-makers in the ASD Determination are those persons who exercise discretionary power. This can be done as a delegate of the Director-General or as persons who have the power directly conferred on them (e.g. supervisors).

Defence, Australian Defence Organisation (ADO) and Department means the Department of Defence.

Delegate means a person who is formally given the Director-General's power to make a decision. A delegate is created through the formal approval of a written instrument of delegation. Delegates must exercise the delegated power by exercising their own discretion.

Dependant, in relation to an employee, means:

- a. the partner of the employee, or
- b. a child or parent of the employee, or of the partner of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.

Director-General is the Director-General of the Australian Signals Directorate, and includes a reference to another person that the Director-General authorises to act on their behalf for the purpose of the provision in which the reference occurs.

Disability support pension means the Commonwealth Government 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.

Employee means an ASD employee, including a casual employee, either full-time or part-time, employed by ASD under the *Intelligence Services Act 2001*, but excludes:

- a. statutory office holders, and
- b. SES and equivalent employees.

Employee representative represents the views of employee(s) in a workplace. Subject to the employee's choice these can include:

- a. a person who is elected or nominated to represent their views to management
- b. an official or officer of a registered union or industrial association, or
- c. a workplace delegate of a registered union or industrial association.

Excess employee means an ASD employee who has been declared and advised in writing that they are excess to the requirements of ASD. An employee may be declared excess if:

- a. the employee is included in a class of employees employed in ASD, which comprises a greater number of employees than is necessary for the efficient and economical working of the organisation
- b. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the organisation or changes in the nature, extent or organisation of the functions, or

- c. the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Director-General has determined that the provisions of this paragraph apply to that employee.

Family see Immediate family.

First-level supervisor is the person to whom an employee reports and seeks guidance and feedback.

Flextime means the time an employee works, with the agreement of the employee's supervisor, in excess of standard hours for which overtime or other payment is not payable.

FWC means Fair Work Commission.

FW Act means the *Fair Work Act 2009*.

Immediate family includes:

- a. a spouse, de facto partner, child, adult child, parent, grandparent, grandchild, or sibling of the employee
- b. a child, adult child, parent, grandparent, grandchild, or sibling of the partner of the employee, or
- c. a person related to the employee or the employee's partner by traditional kinship.

A reference to "spouse" or "de facto partner" includes a former spouse or former de facto partner. A parent includes a foster parent, step-parent or guardian. A child includes an adopted, foster, step- or ex-nuptial child. The Director-General may consider that the definition of 'immediate family' should be extended for a particular decision or decisions involving an employee, where exceptional circumstances exist.

IS Act means the *Intelligence Services Act 2001*.

JSCG means the Joint Staff Consultative Group.

Manager means an employee, member of the ADF or exchange officer, secondee or Senior Executive Service level employee who directs a range of human and physical resources and their associated financial responsibilities to achieve corporate objectives.

Occupational discipline includes different but related jobs, for example, employees trained as welders, mechanical engineers and production planners/schedulers may be found within the discipline of mechanical engineering. Similarly, employees with different educational and employment backgrounds may be employed within the discipline of human resource management.

Performance exchange is a formal meeting between an employee and their supervisor in which specific issues are discussed.

Performance Feedback Assessment and Development Scheme (PFADS) is the performance management scheme for ASD – refer to Part D – Performance.

Performance rating is the scale used when assessing performance outcomes and behaviour in the ASD Performance Feedback Assessment and Development Scheme.

Potentially excess employee means an ongoing ASD employee affected by organisational change who has been advised in writing that they do not have an ongoing job in a new organisational structure.

Progression date of effect means the day on which an employee becomes eligible for an increase to their substantive salary, or 1 per cent lump sum, after satisfying particular criteria. This gives effect to the decision regarding performance progression.

PSSap is the Public Sector Superannuation Accumulation Plan, a superannuation scheme established under the *Superannuation Act 2005*.

Salary is an employee's rate of salary as specified in the salary scales at Annex C. Where salary sacrifice or purchased leave arrangements are in place, the employee's base salary, for the purposes of superannuation and severance and termination payments, will be determined as if the arrangement(s) did not exist. Nothing in this definition will prevent the allowances specified in Annex D forming part of salary for superannuation purposes or severance and termination payments.

Second-level supervisor is usually the person who supervises the first-level supervisor.

Senior Executive Service (SES) and equivalent employees are employees whose classification is defined as such in the ASD Classification Policy, as amended from time to time.

Standard weekly hours means 37 hours and 30 minutes for a full-time employee, or the approved weekly hours for a part-time employee.

Supervisor means an employee, member of the ADF, Exchange Officer or Senior Executive Service Level employee who has direct supervisory responsibilities for one or more ASD employees. A supervisor also performs the role of a first-level supervisor for all their immediate subordinates.

The Director-General may, in exceptional circumstances, determine that an individual not fitting into the definition above is a supervisor.

Term transfer means a relocation of the employee for a specified period, on the expectation that the employee will be assigned duties in a different geographic location at the end of the specified period (greater than 12 months and up to five years).

Training classifications has the same meaning as the ASD Classification Policy, as amended from time to time.

Travel delegate is the person authorised under the *Public Governance, Performance and Accountability Act 2013* to approve a travel budget.

Union means a registered union or industrial association.

Voluntary retrenchment refers to the agreement by an excess employee for their employment to be terminated under section 38A(4) of the IS Act before the end of their retention period, following an invitation to do so by the Director-General.

WRF means the Workplace Relations Forum which is made up of appropriate management, and employee representatives. The WRF will meet quarterly and consider matters of an ASD national nature relating to the employment of ASD employees.

ANNEX A – Supported Wage System

1. Employees who are affected by a disability are eligible for a supported wage.
2. **Eligibility.** Eligible employees are those who are unable to perform the range of duties to the competence level required within the classification for which the employee is engaged, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
3. This provision does not apply to any existing employee who has a claim against ASD which is subject to the provisions of workers compensation legislation or any provision of this Determination relating to the rehabilitation of employees who are injured in the course of their employment.
4. Supported wage rates. Employees to whom this provision applies shall be paid the applicable percentage of the relevant base salary as outlined at Annex C according to Table 1, provided that the minimum amount payable is not less than the minimum weekly amount as prescribed by the Fair Work Commission from time to time.

Table 1: Supported wage rates

Assessed capability	% of base salary available under this Determination
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

5. Where an employee's assessed capacity is 10 per cent the employee must receive a high degree of assistance and support.
6. **Assessment of capacity.** For the purposes of establishing the percentage of the relevant base salary, the productive capacity of the employee will be assessed by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.

7. Assessment made under this schedule must be documented in a Supported Wage System (SWS) wage assessment agreement, and retained by the employer as a time and wages record as required by the relevant legislation.
8. **Lodgement of SWS wage assessment agreement.** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by ASD with the Fair Work Commission.
9. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award 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.
10. **Review of assessment.** The assessment of the applicable percentage should be subject to annual review 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 SWS.
11. **Other terms and conditions of employment.** Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by a SWS wage assessment agreement will be entitled to the same terms and conditions of employment as all other employees covered by this Determination paid on a pro-rata basis.
12. **Workplace adjustment.** An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.
13. **Trial period.** In order for an adequate assessment of the employee's capacity to be made, ASD may employ a person covered by the SWS provisions for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
14. 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.
15. The minimum amount payable to the employee during the trial period must be no less than the minimum weekly amount as prescribed by the Fair Work Commission from time to time.
16. Work trials should include induction or training as appropriate to the job being trialled.

17. Where ASD 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 paragraphs 6 and 7 of this Annex.

ANNEX B – Working arrangements for specified work groups

Non-ongoing employees engaged to perform irregular or intermittent duties

1. "Casual employee/s" means a person engaged under the IS Act for duties that are irregular or intermittent.
2. A casual employee is to be paid:
 - a. The hourly rate of pay of the classification to which they are engaged.
 - b. A loading of 25 per cent of their hourly rate of pay in lieu of all forms of paid leave except Long Service leave. The loading is not payable on duty performed as overtime and is paid in addition to shift penalties.
 - c. Shift penalties as specified in paragraph E12.2 if required to perform ordinary hours of duty according to a pattern of shifts that fall outside the span of hours.
 - d. A minimum payment of four hours per day on days worked. Where more than one attendance is involved, the minimum payment is the total of the hours worked, where it is greater than four hours.
 - e. District allowance for days worked at a remote locality specified in Table H1.
 - f. Special Locality Allowance (SLA) at the rate of 50 per cent of the relevant fortnightly rate where they perform duty on five consecutive standard days Monday to Friday, at a site listed in Table H3. A further 10 per cent of SLA is payable for each additional day worked consecutively Monday to Friday in that fortnight. SLA is not payable where the employee has worked less than five consecutive standard days Monday to Friday. Where they work 75 hours over 10 days Monday to Friday in any fortnight, discretionary time off available at paragraph H5.4 may be made available to them.
 - g. Overtime in accordance with paragraph E10.8, where they perform duty in excess of daily hours specified in their notice of engagement.
 - h. The ASD Service Allowance in accordance with Annex D, except paragraph 57. For casual employees the ASD Service Allowance is paid at an hourly rate, using the formula at paragraph G1.2, in fortnights where work is performed.
3. Hours of duty for a casual employee are those specified in their notice of engagement. The notice of engagement cannot specify hours of duty in excess of the length of the standard day. The span of ordinary hours is 0700h to 1900h excluding public holidays.
4. A casual employee may only request flexible work arrangements in accordance with subsection 65(2)(b) of the FW Act.

Employees required to reside on-site

5. An employee who resides on-site is not eligible to receive:

- a. overtime when performing duties considered to be part of the on-site residency arrangement. Overtime may be paid in accordance with E10.8 for extra duty performed that is not considered part of the on-site residency arrangement, and
- b. restriction allowance unless otherwise determined by the Director-General.

Application

- 6. Where conditions in the body of this Determination are inconsistent with those outlined above, the conditions of this Annex prevail.

ANNEX C – Salary scales

Table 1: Standard Classifications

Classification	Category	From date specified in subparagraph G2.1a (4.00%)		From date specified in subparagraph G2.1b (3.80%)		From date specified in subparagraph G2.1c (3.40%)	
		Base	Top	Base	Top	Base	Top
ASD Level 1	A	52,000	57,498	53,976	59,683	55,811	61,713
ASD Level 2	A	57,969	65,168	60,171	67,645	62,217	69,945
ASD Level 3	A	66,032	72,756	68,541	75,521	70,871	78,089
ASD Level 4	A	74,796	81,657	77,638	84,760	80,278	87,641
ASD Level 5	A	82,081	87,918	85,200	91,259	88,097	94,362
ASD Level 6	A	90,199	102,719	93,627	106,622	96,810	110,247
ASD Executive Level 1	B	113,648	128,195	117,967	133,066	121,978	137,590
ASD Executive Level 2	B	131,953	158,385	136,967	164,403	141,624	169,993
ASD Executive Level 2.1	B	158,386	188,489	164,404	195,651	169,994	202,303
ASD Executive Level 2.2	B	188,490	212,049	195,652	220,107	202,304	227,590
Trainee ASD (Technical)	A	55,306	62,190	57,408	64,553	59,360	66,748

Table 2: Legal Broadband

Classification	Category	From date specified in subparagraph G2.1a (4.00%)		From date specified in subparagraph G2.1b (3.80%)		From date specified in subparagraph G2.1c (3.40%)	
		Base	Top	Base	Top	Base	Top
ASD Level 3	A	66,032	72,756	68,541	75,521	70,871	78,089
ASD Level 4	A	74,796	81,657	77,638	84,760	80,278	87,641
ASD Level 5	A	82,081	87,918	85,200	91,259	88,097	94,362
ASD Level 6	A	90,199	102,719	93,627	106,622	96,810	110,247
Barrier							
ASD Executive Level 1	B	113,648	139,167	117,967	144,455	121,978	149,366
Barrier							
ASD Executive Level 2	B	150,963	158,386	156,700	164,404	162,028	169,994

Table 3: Technical Broadband

Classification	Category	From date specified in subparagraph G2.1a (4.00%)		From date specified in subparagraph G2.1b (3.80%)		From date specified in subparagraph G2.1c (3.40%)	
		Base	Top	Base	Top	Base	Top
ASD Level 3	A	66,032	72,756	68,541	75,521	70,871	78,089
ASD Level 4	A	74,796	81,657	77,638	84,760	80,278	87,641

Table 4: Professional Broadband

Classification	Category	From date specified in subparagraph G2.1a (4.00%)		From date specified in subparagraph G2.1b (3.80%)		From date specified in subparagraph G2.1c (3.40%)	
		Base	Top	Base	Top	Base	Top
ASD Level 4	A	74,796	81,657	77,638	84,760	80,278	87,641
ASD Level 5	A	82,081	87,918	85,200	91,259	88,097	94,362

Table 5: Academic Broadband

Classification	Category	From date specified in subparagraph G2.1a (4.00%)		From date specified in subparagraph G2.1b (3.80%)		From date specified in subparagraph G2.1c (3.40%)	
		Base	Top	Base	Top	Base	Top
ASD Level 4	A	74,796	81,657	77,638	84,760	80,278	87,641
ASD Level 5	A	82,081	87,918	85,200	91,259	88,097	94,362
Barrier							
ASD Level 6	A	90,199	102,719	93,627	106,622	96,810	110,247
ASD Executive Level 1	B	113,648	128,195	117,967	133,066	121,978	137,590

Table 6: Public Affairs Broadband

Classification	Category	From date specified in subparagraph G2.1a (4.00%)		From date specified in subparagraph G2.1b (3.80%)		From date specified in subparagraph G2.1c (3.40%)	
		Base	Top	Base	Top	Base	Top
ASD Level 4	A	74,796	81,657	77,638	84,760	80,278	87,641
ASD Level 5	A	82,081	87,918	85,200	91,259	88,097	94,362
Barrier							
ASD Executive Level 1	B	113,648	139,167	117,967	144,455	121,978	149,366

* Employees moving from Executive Level 1 (Public Affairs 3) to Executive Level 2 are to receive a salary on movement not less than the maximum salary payable to Executive Level 1 (Public Affairs 3).

Table 7: Medical Broadband

Classification	Category	From date specified in subparagraph G2.1a (4.00%)		From date specified in subparagraph G2.1b (3.80%)		From date specified in subparagraph G2.1c (3.40%)	
		Base	Top	Base	Top	Base	Top
Medical Officer 1	B	113,648	132,096	117,967	137,116	121,977	141,778
Barrier							
Medical Officer 2	B	132,096	158,385	137,116	164,404	141,778	169,993
Barrier							
Medical Officer 3	B	163,847	169,920	170,073	176,377	175,855	182,374
Barrier							
Medical Officer 4	B	178,676	194,678	185,466	202,075	191,772	208,946

Table 8: Salary for Trainee Classifications

Column 1 – Training classification	Column 2 – Salary	Column 3 – Maximum salary range for determining exceptional salary
Apprentice ASD	Minimum salary payable ASD Level 2.	Maximum: top of salary range for ASD Level 4
Cadet ASD	Minimum salary payable ASD Level 3.	Maximum: top of salary range for ASD Level 4
Cadet ASD (Research Scientist)	Minimum salary payable ASD Level 4.	Maximum: top of salary range for ASD Level 6
Graduate ASD	Minimum salary payable ASD Level 4.	Maximum: top of salary range for ASD Level 6
Trainee ASD (Technical)	See Table 1 Annex C	Maximum: top of salary range for ASD Level 5

ANNEX D – Allowances

Salary Related Allowances

Departmental Liaison Officer Allowance

1. An employee who performs the duties of Departmental Liaison Officer and attends for duty at the office of a Minister or Parliamentary Secretary for the whole of the ordinary hours of duty on a day, is to be paid an annual allowance for each day of attendance, in lieu of overtime, at:
 - a. \$24,064 per annum from date specified in subparagraph G2.1a
 - b. \$24,978 per annum from date specified in subparagraph G2.1b, and
 - c. \$25,828 per annum from date specified in subparagraph G2.1c.

Corporate Role Allowance

2. The Director-General may assign one of the following corporate roles to an employee:
 - a. First Aid Officer
 - b. Complex or High Risk First Aid Officer
 - c. Chief First Aid Officer
 - d. Emergency Control Organisation (ECO) Warden
 - e. ECO Command Team
 - f. Health and Safety Officer
 - g. Workplace Behaviour Advisor
3. The employee will be paid an allowance, as set out in Table 1, based on the role assigned to the employee. An employee may only receive one Corporate Role Allowance irrespective of the number of roles being performed.
4. The Director-General may impose duties and conditions for eligibility to receive the Corporate Role Allowance. An employee will not be eligible to receive the allowance unless any conditions are met, and will no longer receive the allowance where the Director-General determines that the employee is no longer performing the duties of the associated role.

Table 1: Corporate Role Allowance rates

Level of payment	Role	Rate per week		
		From date specified in sub paragraph G2.1a	From date specified in sub paragraph G2.1b	From date specified in subparagraph G2.1c
Tier 1	First Aid Officer ECO Warden Health and Safety Officer Workplace Behaviour Advisor	\$15.26	\$15.84	\$16.38
Tier 2	Complex or High Risk First Aid Officer Chief First Aid Officer ECO Command Team	\$19.79	\$20.54	\$21.24

Language Proficiency Allowance

5. Language Proficiency Allowance (LPA) is paid to employees who use their proficiency in a foreign language of strategic significance to ASD.
6. Where an employee is eligible to receive a skills payment for a language-related skill pursuant to section B2, the employee will receive either that payment or LPA, whichever is greater.
7. The Director-General may approve payment of LPA where an employee:
 - a. is required to use their foreign language in performing regular duties or in conducting official business, and
 - b. has met appropriate qualifying standards as determined by the Director-General.
8. An employee will be paid the allowance specified in Table 3 for the first foreign language and 50 per cent of the applicable rate for each other foreign language. In exceptional circumstances, the Director-General may approve a higher proportion of the applicable rate for each other language.
9. Where the Director-General requires an employee to maintain proficiency in a foreign language to support ad-hoc business requirements, they will be paid an allowance at the rate of 50 per cent of the amounts specified in Table 3.
10. The Director-General will determine the grade of a language.
11. The Director-General may specify additional languages and/or additional grades and rates to those specified where they are identified as being of strategic significance to ASD.

Table 2: Rates (annual)

From date specified in subparagraph G2.1a

Grade of Language	Highest language qualification held		
	Intermediate	Higher	Advanced
Grade 1	\$907	\$1,665	\$3,330
Grade 2	\$1,665	\$3,330	\$5,451
Grade 3	\$2,879	\$5,298	\$7,868
Grade 4	\$4,085	\$7,942	\$11,493

From date specified in subparagraph G2.1b

Grade of Language	Highest language qualification held		
	Intermediate	Higher	Advanced
Grade 1	\$941	\$1,728	\$3,457
Grade 2	\$1,728	\$3,457	\$5,658
Grade 3	\$2,988	\$5,499	\$8,167
Grade 4	\$4,240	\$8,244	\$11,930

From date specified in subparagraph G2.1c

Grade of Language	Highest language qualification held		
	Intermediate	Higher	Advanced
Grade 1	\$973	\$1,787	\$3,574
Grade 2	\$1,787	\$3,574	\$5,850
Grade 3	\$3,090	\$5,686	\$8,444
Grade 4	\$4,385	\$8,525	\$12,335

Fire Fighting Allowance

12. An employee who is required to attend to a fire, which is threatening or is on an ASD site, outside of their normal duties, and has the appropriate qualifications (as below), is to be paid an allowance, as set out in Table 4:

Table 3: Fire Fighting Allowance

Appropriate qualifications	Rate per week		
	From date specified in subparagraph G2.1a	From date specified in subparagraph G2.1b	From date specified in subparagraph G2.1c
A "fire fighting qualification" recognised by the Australian Fire Fighting Authorities Council	\$19.79	\$20.54	\$21.24
A recognised "basic first aid qualification"			

Note: An employee must have both qualifications to attract the allowance.

Potentially Hazardous Material Allowance

13. An employee who is appropriately trained, certified, and is required to carry out final inspection and certify that dangerous goods can be assigned for transportation in accordance with internal departmental procedures, is to be paid the allowance set out in line A of Table 4.
14. An employee who is appropriately trained, certified, and is required to undertake manufacturing, filling or breaking down of explosives ordnance is to be paid the allowance set out in line B of Table 4.
15. The allowances set out in Table 4 will be paid continuously where an employee undertakes such duties on a regular and predictable basis. Where an employee undertakes such duties on an intermittent basis, they will be paid for the period in which they undertake the duties.
16. Where circumstances require an employee to perform both functions set out in paragraphs 13 and 14 the Director-General may pay allowances consistent with paragraphs 13, 14 and 15. An employee cannot be directed to perform both functions without such payment.

Table 4: Rates of Potentially Hazardous Material Allowance

	Duty	Rate per week		
		From date specified in subparagraph G2.1a	From date specified in subparagraph G2.1b	From date specified in subparagraph G2.1c
A	Inspection and certification of dangerous goods	\$42.80	\$44.43	\$45.94
B	Manufacturing, filling or breaking down of explosives ordnance	\$28.77	\$29.86	\$30.88

Disability Allowances**Limitations on Disability allowances**

17. The following limitations in respect to the payment of the disability allowances specified in this Annex apply:
- where more than one of the rates provides payments for disabilities of substantially the same nature, then only the highest rate is payable
 - the allowances are to be paid irrespective of the times at which the work is performed and are not subject to any premiums or penalty additions, and/or
 - the allowances are not payable during public holidays, Annual leave, Personal/Carer's leave or any other absence from duty.

Dirty or Offensive Work (including epoxy-based materials and fumes)

18. An employee required to perform duties:
- that the supervisor agrees is of an unusually dirty or offensive nature, or
 - using (or in close proximity to those using) epoxy-based materials or materials that include, or require the addition of, a catalyst hardener and reactive additives or two-pack catalyst, or
 - in a place where offensive fumes are present,
- is to be paid an allowance of:
- \$1.07 per hour or part thereof from date specified in subparagraph G2.1a
 - \$1.11 per hour or part thereof from date specified in subparagraph G2.1b, and
 - \$1.15 per hour or part thereof from date specified in subparagraph G2.1c
- while so engaged.

Office Disability Allowance

19. ASD will seek to prevent employees being subjected to any 'disabilities' as defined at paragraph 20 below. In situations where such disabilities exist due to unavoidable or other particular circumstances, the Director-General may determine that an allowance is to be paid to employees affected by the disability. The Director-General will determine the rate of allowance.

Where employees are temporarily relocated, the temporary location will not be 'the usual place of work' for the purposes of excess travelling time.

20. For these purposes:
- a. 'Disabilities' means any detrimental effects on the working conditions of office-based employees caused by a variety of factors associated with 'building activities', including one, or generally more, of the following: dust, noise, fumes, heat, vibrations, cold, wet, dirt, loss of amenities, general inconvenience.
 - b. 'Building activities' means any construction, building, alterations or refurbishment activities which may cause disabilities at an office location.

Protective Clothing and Safety Equipment Allowance

21. Employees performing duties requiring that they wear protective clothing because they are welding, using spray equipment, or are exposed to OTTO fuel will be paid allowances as specified in Table 6 below:

Table 6: Protective Clothing and Safety Equipment Allowance

Duty	Rate per hour		
	From date specified in subparagraph G2.1a	From date specified in subparagraph G2.1b	From date specified in subparagraph G2.1c
Where exposed to OTTO Fuel	\$2.86	\$2.97	\$3.07
Welding	\$1.48	\$1.54	\$1.59
Spray equipment operation	\$1.10	\$1.14	\$1.18

22. **Definition.** Spray equipment means pressurised devices used to administer substances to eradicate weeds or vermin or apply paint.
23. Minimum payment. The minimum payment for employees engaged on spray gangs destroying weeds or vermin is 7 hours 30 minutes per day.

Other Allowances

Tool Allowance

24. Where a metal trades employee is not provided with all tools necessary for the performance of their duties they will be paid:
- a. \$19.62 per week from date specified in subparagraph G2.1a
 - b. \$20.37 per week from date specified in subparagraph G2.1b, and
 - c. \$21.06 per week from date specified in subparagraph G2.1c.

Electrical Licence Allowance

25. Employees who are recognised electrical tradespersons who hold licenses for all classes of electrical wiring work required to carry out their duties (for which the licence is required) will be paid an allowance of:
- a. \$28.92 per week from date specified in subparagraph G2.1a

- b. \$30.02 per week from date specified in subparagraph G2.1b, and
- c. \$31.04 per week from date specified in subparagraph G2.1c.

Motor Vehicle Allowance

- 26. The Director-General may give approval for an employee to use a private motor vehicle, owned or hired by the employee, at their own expense, for official purposes. Approval will only be given where it results in greater efficiency or less expense to ASD. No employee is to be compelled to use a private vehicle. Where such use is authorised, an employee will be paid Motor Vehicle Allowance (MVA).
- 27. The rates for MVA may be reviewed and adjusted by the Director-General from time to time having regard to relevant economic factors.

Part day travel

- 28. An employee who travels on official business for a period of not less than 10 hours, but is not absent overnight, will be paid Part Day Travelling Allowance (PDTA). The payment of PDTA will be paid through the pay system without exception.
- 29. The Director-General may vary the rate of PDTA taking into consideration the capital city lunch and incidental components of the travel budget. The rate of PDTA payable is to be reduced by the meal component of the travel budget where an employee is provided with a meal at official expense, for example at a workshop or training course, and the employee would otherwise be entitled to full payment of PDTA.
- 30. An employee, who is not eligible for PDTA, is to be reimbursed for reasonable additional out-of-pocket expenses incurred while performing duty temporarily away from their normal place of work.

ASD Service Allowance

- 31. In recognition of the security restrictions imposed on employees and the personal risks exposed to employees from ASD's operations, all employees covered by this Determination in accordance with paragraph A1.1 receive the ASD Service Allowance.
- 32. The ASD Service Allowance is four per cent of an employee's salary (or if the employee is in receipt of a maintained salary in accordance with paragraph G3.3 of this Determination or its predecessor provisions, their maintained salary) excluding any other allowances or additional responsibility pay. For the avoidance of doubt, the ASD Service Allowance does not apply to any additional salary component provided through an Individual Determination or provided as a skills payment.
- 33. The ASD Service Allowance counts as salary for superannuation purposes.
- 34. The ASD Service Allowance is paid fortnightly in addition to salary and other allowances. The fortnightly rate of the ASD Service Allowance is calculated as follows:

Fortnightly rate = ASD Service Allowance multiplied by 12 and divided by 313

35. Sub-paragraph G9.1b of this Determination does not apply to the ASD Service Allowance.

ANNEX E – Salary for particular purposes

	Counts towards salary used to calculate overtime	Counts towards salary used to calculate shift penalties	Payable during Long Service Leave	Payable during Annual leave	Payable during paid Maternity and Parental leave and paid Personal/Carers leave	Reduced pro-rata during period of half pay leave (if paid during leave)	Included in income maintenance for excess employees	Retrenchment severance payments	Payment in lieu of notice of termination of employment
Additional Responsibility Pay	√	√	*	*	*	√	Q	Q	Q
Allowance payable on reduction to a training classification	√	√	√	√	√	√	X	X	X
ASD Service Allowance	X	X	√	√	√	X	√	√	√
Individual Determination/Skills Payment – Additional Salary	√	√	√	√	√	√	√	√	√
Individual Determination/Skills Payment – Additional Bonuses	X	X	*	*	*	X	X	X	X
Departmental Liaison Officer Allowance	X	X	*	*	*	√	√	√	√
Dirty or Offensive Work Disability Allowance	X	X	X	X	X	X	X	X	√
District Allowance	X	X	*	*	*	X	√	√	√
Electrical Licence Allowance	X	X	*	*	*	√	√	√	√
Emergency Duty	X	X	X	X	X	X	X	X	X
Fire Fighting Allowance	X	X	*	*	*	√	√	√	√
Corporate Role Allowance	X	X	*	*	*	√	√	√	√
Language Proficiency Allowance	√	√	*	*	*	√	√	√	√
Office Disabilities Allowance	X	X	X	X	X	X	X	X	√
Overtime	X	X	X	X	X	X	*	X	*
Potentially Hazardous Materials Allowance	X	X	*	*	*	√	√	√	√
Restriction Allowance	X	X	X	X	X	X	*	X	*
Shift penalties	X	X	X	*	X	*	*	*	*
Shift penalties (composite)	X	X	X	*	X	*	*	*	*
Special Defence or ASD Locality Allowance	X	X	√	√	√	X	√	√	√
Protective Clothing Allowance	X	X	X	X	X	X	X	X	√
Tool Allowance	√	√	√	√	√	√	√	√	√

Key:

√	Yes	Q	Yes, subject to a qualifying period
X	No	*	Yes, subject to certain conditions