



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Commonwealth of Australia (as represented by Tertiary Education Quality and Standards Agency) T/A Tertiary Education Quality and Standards Agency
(AG2017/6630)

TERTIARY EDUCATION QUALITY AND STANDARDS AGENCY ENTERPRISE AGREEMENT 2018-2021

Commonwealth employment

DEPUTY PRESIDENT KOVACIC

CANBERRA, 11 MAY 2018

Application for approval of the Tertiary Education Quality and Standards Agency Enterprise Agreement 2018-2021.

[1] An application has been made for approval of an enterprise agreement known as the *Tertiary Education Quality and Standards Agency Enterprise Agreement 2018-2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Commonwealth of Australia (as represented by Tertiary Education Quality and Standards Agency) T/A Tertiary Education Quality and Standards Agency. The Agreement is a single enterprise agreement.

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

[3] As noted, pursuant to s.190(3), I have accepted undertakings from Commonwealth of Australia (as represented by Tertiary Education Quality and Standards Agency) T/A Tertiary Education Quality and Standards Agency. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 May 2018. The nominal expiry date of the Agreement is 18 May 2021.



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Annexure A

IN THE FAIR WORK COMMISSION

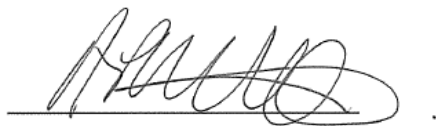
FWC Matter No.:
AG2017/6630

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Anthony McClaran, Chief Executive Officer for Tertiary Education Quality and Standards Agency give the following undertakings with respect to the Tertiary Education Quality and Standards Agency Enterprise Agreement 2018-2021 ("the Agreement"):

1. I have the authority given to me by Tertiary Education Quality and Standards Agency to provide this undertaking in relation to the application before the Fair Work Commission.
2. Part-time employment – The pattern of hours specified under Section 113 of the agreement will provide for no less than three hours per day (or an alternative period agreed by the Agency Head and the employee) and will be continuous on any one day.
3. Casual employees will receive a 25% loading for all hours worked Monday to Friday 7.00 am to 7.00 pm on their hourly rate of salary in lieu of access to paid leave (other than Long Service Leave). At all other times, casual employees will not be paid the 25% loading but will instead be paid in accordance with the rates set out clause 110 of the Agreement.
4. The minimum period of engagement for a casual employee is three hours.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

7.5.2018

Date



Australian Government
**Tertiary Education Quality
and Standards Agency**

**Tertiary Education Quality and Standards Agency
Enterprise Agreement 2018-2021**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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TITLE

1. This Agreement will be known as the Tertiary Education Quality and Standards Agency Enterprise Agreement 2018-2021 (the Agreement).

COVERAGE

2. In accordance with s.53 of the *Fair Work Act 2009*, this Agreement covers:
 - a) the Tertiary Education Quality and Standards Agency Chief Executive Officer on behalf of the Commonwealth of Australia
 - b) employees of the Tertiary Education Quality and Standards Agency who are employed in accordance with s.22(2) of the *Public Service Act 1999*, except employees engaged as Senior Executive Service employees

PRINCIPLES AND VALUES-BASED EMPLOYMENT FRAMEWORK

3. To allow flexibility in decision-making, this Agreement provides a principles-based decision-making framework. The following principles underpin all provisions in this Agreement:
 - a) respecting and valuing the contribution of each employee to the delivery of TEQSA's outcomes;
 - b) providing a safe, secure and fair workplace;
 - c) committing to consultation and collaboration, as part of building the TEQSA Team approach to delivering TEQSA's outcomes;
 - d) assisting employees to balance their work and private commitments; and
 - e) making the most efficient use of resources.
4. While principles-based decision-making provides flexibility, it still requires employees to apply the Australian Public Service (APS) and TEQSA values in their day to day decision-making and behaviour. The APS Values, set out in s.10 of the Public Service Act, reflect the greater flexibility, efficiency and business practices required by today's organisation. They not only shape an ethical and productive workplace culture – they also define the legal commitment of public servants. Any breach of the APS Values, or of the APS Code of Conduct, may result in serious penalty, or even dismissal, for those responsible.

DURATION OF AGREEMENT

5. This Agreement will come into effect seven days after approval by the Fair Work Commission, and the nominal expiry date will be three years from the date of commencement.

APPLICATION

6. This Agreement is made under s.172 of the *Fair Work Act 2009*, between the Chief Executive Officer and all non-SES employees of TEQSA employed under the *Public Service Act 1999*.

7. The agreement will be binding upon the Community and Public Sector Union (CPSU), if the Fair Work Commission notes in its decision to approve this agreement, that it covers that union.

INTERPRETATION

8. In this Agreement:
 - a) a reference to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - b) a singular word includes the plural, and vice versa;
 - c) a word which suggests one gender includes the other gender;
 - d) if a word is defined, another part of speech has the corresponding meaning;
 - e) if an example is given of anything (including a right or obligation), such as by saying it includes something else, the example does not limit the scope of that thing; and
 - f) a reference to monetary units refers to units of Australian currency.

POLICIES

9. Any guidelines, policies and procedures referred to in this Agreement are not incorporated into, and do not form part of, this Agreement.
10. This Agreement will prevail to the extent of any inconsistency with a TEQSA policy, procedure or guideline.

DELEGATION

11. The Chief Executive Officer (CEO) may, in writing, delegate any of their powers or functions under this Agreement, including this power of delegation, and may do so subject to conditions.
12. A person exercising powers or functions under a delegation must comply with any directions of the CEO in relation to the exercise of those powers or functions.

SUPERANNUATION

13. TEQSA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
14. Where an employee who is eligible for membership of the Public Sector Superannuation Accumulation Plan (PSSap) exercises superannuation choice, TEQSA will provide employer superannuation contributions equivalent to that applying to the PSSap Trust Deed (set at 15.4% on commencement of this Agreement) of the fortnightly contribution salary (or ordinary time earnings).

15. TEQSA will make superannuation payments to any eligible superannuation fund nominated by the employee, provided that it accepts payments via fortnightly electronic funds transfer. Exceptions may be granted to employees at the CEO's discretion.
16. For employees who are entitled to superannuation choice and who elect not to exercise choice of fund, the default superannuation fund will be the PSSap.
17. Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service (with the exception of Parental Leave, Maternity Leave, Adoption Leave, Foster Parent Leave and Permanent Care Order Leave and Defence Reserve Leave).
18. Where the employee is a member of the Commonwealth Superannuation Scheme (CSS), Public Sector Superannuation Scheme (PSS) or PSSap, the employee is entitled to superannuation in accordance with the rules of the scheme of which the employee is a member.

INDIVIDUAL FLEXIBILITY ARRANGEMENT

19. The CEO and an employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of this Agreement if:
 - a) the agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. remuneration; and/or
 - vi. leave; and
 - b) the arrangement meets the genuine needs of TEQSA and the employee in relation to one or more of the matters mentioned in Clause 19(a); and
 - c) the arrangement is genuinely agreed to by the CEO and the employee.
20. The CEO must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under s.172 of the Fair Work Act; and
 - b) are not unlawful terms under s.194 of the Fair Work Act; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
21. The CEO must ensure that the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes the name of the employer (TEQSA) and the employee; and

- c) is signed by the CEO and employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
22. The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed.
23. The CEO or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the CEO and employee agree in writing — at any time.

DISPUTE RESOLUTION

24. If a dispute relates to:
- a) a matter arising under the Agreement; or
 - b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
25. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
26. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
27. If discussions between the employee/s and relevant supervisors and/or management do not resolve the dispute, the matter should be referred to the Assistant Director, People and Capability.
28. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
29. Fair Work Commission may deal with the dispute in two stages:
- a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- b) If Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then arbitrate the dispute and make a determination that is binding on the parties.

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

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5-1 of the Fair Work Act.

Therefore, an appeal may be made against the decision.

- 30. While the parties are trying to resolve the dispute using the procedures in this term:
 - a) an employee must continue to perform their duties as they would normally unless he or she has a reasonable concern about an imminent risk to their health or safety; and
 - b) an employee must comply with a direction given by TEQSA to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe;
 - ii. applicable occupational health and safety legislation would not permit the work to be performed;
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 31. The parties to the dispute will be bound by a decision made by Fair Work Commission in accordance with this term.

REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT

- 32. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:
 - a) Chapter 3 of the Fair Work Act;
 - b) other Commonwealth laws (including the Constitution); and
 - c) at common law.
- 33. Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures set out under the Dispute Resolution section of this Agreement.

CONSULTATION

- 34. This term applies if TEQSA:
 - a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 35. For a major change referred to in Clause 34(a):
 - a) TEQSA must notify the relevant employees of the decision to introduce the major change; and
 - b) Clauses 36 to 42 apply.
- 36. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 37. If:
 - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise TEQSA of the identity of the representative;TEQSA must recognise the representative.
- 38. As soon as practicable after making its decision, TEQSA must:
 - a) discuss with the relevant employees:
 - i. the introduction of the change;
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures TEQSA is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion, provide in writing to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 39. However, TEQSA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 40. TEQSA must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 41. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of TEQSA, the requirements set out in Clauses 35(a), 36 and 38 are taken not to apply.
- 42. In this term, a major change is likely to have a significant effect on employees if it results in:

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of TEQSA's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 43. For a change referred to in Clause 34(b):
 - a) the employer must notify the relevant employees of the proposed change; and
 - b) Clauses 44 to 48 apply.
- 44. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 45. If:
 - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- 46. As soon as practicable after proposing to introduce the change, the employer must:
 - a) discuss with the relevant employees the introduction of the change; and
 - b) for the purposes of the discussion--provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 47. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

48. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
49. In this term "relevant employees" means the employees who may be affected by a change referred to in Clause 34.

EMPLOYEE CONSULTATION AND REPRESENTATION

50. These provisions are intended to operate in addition to and are not intended to impact on the operation of the *Consultation* provisions of this Agreement.
51. TEQSA will respect an employee's right to representation in the workplace. The role of workplace representatives will be respected and facilitated, in accordance with the Fair Work Act.
52. Employees who undertake corporate support roles, or represent other employees, play an important role in maintaining a positive workplace culture. TEQSA recognises that employees perform these roles in addition to their usual job description.
53. Where an employee receives an allowance for the performance of an additional role, they will be provided with appropriate time and training to enable them to perform these roles effectively. TEQSA may approve other training to support employees where this is appropriate.
54. TEQSA will consult with, and give genuine consideration to the views of, staff on issues relating to the implementation and operation of this Agreement, that is, issues affecting the employment conditions of employees.
55. The key mechanisms used within the agency for consultation are:
 - a consultative committee;
 - regular all staff meetings; and
 - direct discussions with employees.
56. TEQSA will maintain a consultative committee for the duration of this Agreement.
57. The roles and composition of the consultative committee are detailed in the established *Staff Consultative Committee - Terms of Reference*, based on an appropriate representation from each area/group of the Agency's workforce. Any changes to the terms of reference for the consultative committee will be agreed by the members of the committee.
58. TEQSA will make proposed changes to any policies, procedures and guidelines that are in place to support the operation of the Agreement available to the Staff Consultative Committee for comment and feedback, and will consider any comments or feedback received in relation to the proposed changes prior to the policy, procedure or guideline being finalised.

OUTSIDE EMPLOYMENT

59. Employees must seek approval from the CEO to run a business or engage in any paid work outside TEQSA through an annual review. Such approval may be withheld in

circumstances where there is a real or perceived conflict of interest or the outside employment is likely to have, or is having, a detrimental effect on the employee's work at TEQSA. Further information can be found in the *TEQSA Outside Employment Policy*.

60. Approval to engage in any unpaid work outside TEQSA will only be required where it could be reasonably considered that the unpaid work represents a real or perceived conflict of interest or where the unpaid work would have a detrimental effect on the employee's work at TEQSA.
61. Employees must declare to the CEO any shares, business transactions or relationship they may have with a higher education provider or consulting auditor. The CEO may require an employee to take such reasonable actions required to avoid any real or perceived conflict of interest.

PERFORMANCE ASSESSMENT

62. As an important part of improving job satisfaction, employee retention and workplace morale, TEQSA aims to foster an environment in which exemplary performance of both individuals and teams is recognised and celebrated.
63. Employees must participate in TEQSA's Performance Assessment System. The performance assessment cycle runs from 1 July to 30 June each year.
64. The Performance Assessment System will apply to probationary and non-ongoing employees, unless the CEO determines otherwise, but the Performance Planning and Assessment Framework may specify separate processes and procedures that will apply to probationary employees or those employed on a non-ongoing basis.
65. The Performance Assessment System will operate on the principle that there should be no surprises at the performance review meeting. Further information can be found in policies relating to:
 - a) rewarding good work performance;
 - b) addressing under performance; and
 - c) developing employees in their current roles.

REMUNERATION

Classifications and Rates of Pay

66. Classifications and salaries are set out in Appendix A.

Calculation of salary

67. Fortnightly salary will be calculated by the formula:

$$\text{Annual salary} \times 12 \div 313$$

Salary on engagement, promotion or movement

68. Where an employee is promoted or engaged, salary will be payable at the minimum pay point of the salary range applicable to the classification of the position. The CEO

may authorise payment of salary above the minimum pay point in the salary range, having regard to the experience, qualifications and skills of the person.

69. Where a person moves to TEQSA from another Australian Public Service (APS) agency at the equivalent APS classification level and their substantive salary before movement is:
 - a) higher than the top pay point of a TEQSA salary range in place at the time, their salary will be no more than the top of the relevant salary range as provided at Appendix A, unless otherwise determined by the CEO; or
 - b) not aligned with a TEQSA salary range and is below the top pay point of a TEQSA salary range in place at the time, their salary will be increased to the next highest pay point in the TEQSA salary range on commencement, unless otherwise determined by the CEO.
70. This provision does not apply to employees moving to TEQSA in accordance with Machinery of Government changes as described in s.72 of the Public Service Act.
71. The CEO may determine the correct pay point to apply to a person's salary on commencement or correct any anomaly or misunderstanding that may have occurred.

Salary advancement within Classifications

72. Employees are able to progress through the pay points within a classification subject to the employee performing at that classification (including Higher Duties) for a minimum period of six months at 30 June, and the employee's performance assessment being at least at the satisfactory level in accordance with the provisions of the Performance Assessment System.
73. Subject to Clause 72, any salary advancement is effective from 1 July each year.

Salary Maintenance

74. This provision applies to employees engaged under s.72(1)(a) and (d) of the Public Service Act.
75. At the discretion of the CEO, an employee engaged by TEQSA whose salary immediately before the engagement (current salary) exceeds the top pay point of TEQSA salary range in place at the time, may be maintained on their current salary until such time as their salary is absorbed by TEQSA salary increases.
76. Where an employee's salary is maintained under this provision, salary increases which apply to other employees will not apply to the employee until their relevant rate of pay in Appendix A equals or exceeds the maintained salary level.

Salary Packaging

77. Employees may package salary and allowances payable as salary, except any compulsory superannuation contribution will still need to be paid by the employee.
78. The *TEQSA Salary Packaging Policy* sets out the circumstances in which salary and allowances may be salary packaged.

79. Where employees take up the option of salary packaging, the employee's salary for purposes of superannuation, severance and termination payments, and for any other purposes, will be determined as if the salary packaging arrangements had not occurred.
80. Any fringe benefits tax incurred by the employee as a result of a salary packaging arrangement will be met by the individual employee. Further information can be found in the *TEQSA Salary Packaging Policy*.
81. At the discretion of the CEO, TEQSA may reimburse an employee for reasonable expenses incurred where:
 - a) the employee's engagement was under s.72 of the Public Service Act to give effect to an administrative re-arrangement; and
 - b) the employee incurred administrative costs associated with the transfer of salary packaging arrangements which were operating immediately prior to his or her engagement.

BALANCING LIFE AND THE WORKPLACE

82. TEQSA recognises employees have family and personal commitments and is committed to providing flexible working arrangements that allow TEQSA to be responsive and to assist employees to balance their personal and work commitments.
83. TEQSA assists its employees to balance their work and lives through the provision of flexible working arrangements, conditions and leave arrangements, subject to operational requirements.
84. TEQSA aims to provide an environment that will increase the productivity of employees and maximise participation in delivering outcomes.
85. TEQSA recognises that employees and their managers have a shared responsibility for ensuring an appropriate work-life balance.
86. In addition, certain employees have a right to request flexible working arrangements in accordance with s65 of the Fair Work Act.

HOURS OF WORK

87. Employees will not be required to work excessive hours. However, if agreed between the employee and the manager, an employee may work reasonable additional hours, for which the flextime or time off in lieu (for executive level employees) provisions will apply. Further information regarding additional hours, including work-related travel time, can be found in the *TEQSA Hours of Work, Flextime and Overtime Policy*.
88. Ordinary Hours for full time employees is seven hours and thirty minutes (7 hours 30 minutes), or 150 hours over a four-week settlement period, within the bandwidth.
89. The standard bandwidth is 07:00 to 19:00 from Monday to Friday, except where a different start time is approved.
90. Employees must take a meal break of at least thirty minutes after five continuous hours of work.

91. APS level (or equivalent) employees are required to maintain a record of attendance.
92. Time spent setting up for work and finalising work arrangements at the end of the day (including logging on and off the IT system) is paid time.
93. Employees must not commence work on any day without having at least eight hours plus reasonable travelling time minimum break from the previous day's work, without specific approval from the CEO.
94. An employee's pattern of ordinary hours should be agreed between the employee and their manager. Where agreement cannot be reached, the employee will remain on the standard pattern of hours (for new employees) or revert to their previously agreed pattern of hours. Agreed hours may be varied to accommodate operational or personal requirements, subject to managerial approval.

FLEXTIME

95. An employee, excluding casual employees, at an APS 1–6 classification may access Flextime arrangements under this Agreement.
96. Subject to Clause 88, an employee is required to work an average of 37 hours and 30 minutes per week with an average of 7 hours 30 minutes per working day, but flexibility in relation to hours worked on any particular day is available within the standard bandwidth (see Clause 89).
97. Flextime credits will accrue on an hour for hour basis when work is performed within the standard bandwidth.
98. An employee at an APS 1–6 classification may not carry over in excess of 37 hours and 30 minutes flextime credit at the end of any four week settlement period unless:
 - a) They have brought the matter to the attention of their manager prior to the end of the Settlement Period; and
 - b) The manager and the employee have put in place a strategy to reduce the credit below 37 hours and 30 minutes prior to the end of the next Settlement Period.
99. In exceptional circumstances, where there is no opportunity to reduce the excess flextime credit to 37.5 hours within two fortnights, the CEO may authorise cashing out flextime credits in excess of 37.5 hours at the ordinary time rate.
100. An employee at an APS 1–6 classification may not carry over in excess of 22.5 hours flextime debit at the end of any Settlement Period.

EXECUTIVE LEVEL EMPLOYEES – FLEXIBLE WORKING ARRANGEMENTS

101. TEQSA recognises the focus on the achievement of outcomes for all employees. For executive level employees, the achievement of organisational outcomes may involve considerable work effort, variable work hours and on occasions working hours over and above ordinary hours. It is important that these efforts and contributions are recognised by TEQSA.

102. Executive level employees are able to work flexible hours. This means that variations in attendance times and short-term absences including full days may be agreed by their manager without the need for a leave application.
103. The arrangements in relation to flexible hours will be designed and agreed by the manager and executive level employee taking account of the need to balance the achievement of organisational outcomes and individual employee's personal commitments.
104. Where an executive level employee undertakes significant additional productive effort that involves working in excess of ordinary hours on a regular basis, the manager and employee are required to agree arrangements for reasonable time off to recognise the additional effort. Reasonable time off for executive level employees is not on an hour for hour basis, but these arrangements are intended to provide executive level employees with fair and reasonable access to time off.
105. Where situations in relation to excessive hours do arise, the manager and the employee will work together to address the circumstances leading to excessive working hours. Where situations cannot be resolved, People and Capability will provide assistance to achieve appropriate working arrangements and facilitate resolution of the issue.

OVERTIME

106. In exceptional circumstances, or when required to travel for work purposes, as determined by and with the prior approval of the CEO, employees working additional hours outside the bandwidth at the direction of the manager are entitled to overtime payments or flextime (time off in lieu for executive level employees) at the applicable overtime rate.
107. Work approved to be performed outside of the bandwidth will attract overtime at the rate prescribed in Clause 110 of this Agreement.
108. An employee may refuse to work overtime hours.
109. Any time paid as overtime cannot be claimed for *Flextime* and *Executive Level Employees - Flexible Working Arrangements* purposes.
110. The rates payable for approved overtime are as follows:
 - Monday to Saturday: Time and a half for the first three hours each day and double time thereafter.
 - Sunday: Double time.
 - Public holidays: Double time and a half, calculated as follows:
 - a) Duty during ordinary hours will be paid at time and a half in addition to normal salary payment for the day.
 - b) Duty outside ordinary hours will be paid at double time and a half.
111. Where an employee works overtime in excess of three hours, a meal allowance specified in the *Allowances* provision is payable.

PART-TIME EMPLOYMENT

112. TEQSA and an employee may agree to part-time employment arrangements with the overall objective of greater flexibility for both the employer and the employee. Part-time employment is defined as a person ordinarily working less than 37.5 hours per week by prior arrangement.
113. Consistent with this overall objective:
- a) ongoing employees may make a written request to work on a part-time basis;
 - b) existing employees will not be required to convert to part-time hours without their agreement;
 - c) TEQSA will consider proposals for changing the hours of employment initiated by an employee (other than applications made under the *Flexible Work Arrangements for Parents* section) taking into account the personal requirements of the employee, their individual performance and TEQSA's operational requirements including the availability of a suitable position, and subject to management of any residual workload. A proposal for part-time work on return from parental leave made in accordance with Clauses 116 to 120 under the *Flexible Work Arrangements for Parents* section will only be refused on reasonable business grounds;
 - d) the pattern of hours of duty will be agreed between the employee and their manager. Where agreement cannot be reached, the employee will remain on the pattern of hours agreed on commencement (for new employees) or revert to their previously agreed pattern of hours;
 - e) part-time work proposals may be refused on reasonable business grounds;
 - f) other than allowances of an expense or re-imbursement nature, or where provided by legislation, remuneration and conditions will be calculated on a pro-rata basis;
 - g) employees with part-time working arrangements will not be disadvantaged in terms of promotion and development opportunities including acting in higher classified roles;
 - h) agreed part-time work arrangements are to be reviewed no later than every twelve months prior to extension of the arrangements;
 - i) any request to change an agreed part-time working arrangement, including requests to return to full-time work, will be subject to the conditions of Clause 113(c);
 - j) the timing of any change to the agreed part-time working arrangements, including returning to full-time work, will be subject to a reasonable period of notice to be negotiated between the employee and the manager after considering operational and personal requirements.
114. TEQSA may engage employees on a part-time basis where the duties to be performed do not justify full-time employment or where there are difficulties attracting full-time

employees to perform the required duties. In these circumstances a review every twelve months is not required. Employees engaged under management initiated part-time employment may apply to convert to full-time employment subject to the conditions of Clause 113(c).

115. Employees who work part-time can agree to work within the bandwidth of hours on a day outside their normal pattern of work. In such instances, APS Level 1 to 6 employees will be entitled to flextime or payment for the hours worked at their normal hourly rate by prior negotiation, and EL 1 and 2 employees will be entitled to *Executive Level Employees - Flexible Working Arrangements* provisions.

FLEXIBLE WORK ARRANGEMENTS FOR PARENTS

116. An employee who is a parent, or has responsibility for the care of a child who is of school age or younger, may request flexible working arrangements, including part-time employment. The employee is not eligible to make this request unless they have completed at least twelve months of continuous qualifying service. The CEO may waive this requirement in exceptional circumstances.
117. A request for flexible work arrangements will only be refused on reasonable business grounds.
118. In addition to the provisions of Clause 116, an employee returning to duty from maternity, adoption, foster or permanent care order leave will have the right to access part-time work for a period of up to two years.
119. A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:
- a) is a long term casual employee as defined at s.12 of the Fair Work Act immediately before making the request; and
 - b) has a reasonable expectation of continuing employment on a regular and systematic basis.
120. A request made in accordance with this provision must be in writing and set out details of the change sought and the reasons for the change. The CEO will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal. For the purpose of this provision:
- a) 'qualifying service' means service that is recognised for redundancy pay purposes;
 - b) 'casual' means an employee engaged on an irregular or intermittent basis.

EMPLOYEE HEALTH AND WELLBEING

121. TEQSA recognises the importance of a healthy workplace and the implementation of initiatives to support this. Employees are encouraged to put forward initiatives and events promoting employee health and wellbeing to be implemented during the life of this Agreement.

122. TEQSA will provide access to the Employee Assistance Program (EAP) in the form of a free confidential service to assist employees to deal with personal issues that may affect their work performance or wellbeing.
123. TEQSA will also provide influenza inoculations on an annual basis.
124. Participation in all health and wellbeing initiatives and events is voluntary.

DIVERSITY AND EQUITY

125. TEQSA is committed to promoting and supporting workplace diversity and to creating an environment that values and utilises the contributions of people with different backgrounds, experiences and perspectives. This commitment includes:
- a) supporting an inclusive, safe, fair, productive and successful workplace that is free from discrimination and harassment;
 - b) promoting equity in employment; and,
 - c) ensuring that employment decisions are based on merit.

SUPPORTED WAGE SYSTEM

Eligibility Criteria

126. Employees covered by the Supported Wage System (the System) will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.
127. This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported Wage Rates

128. Employees to whom the System applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity	% of prescribed salary rate
90%	90%
80%	80%
70%	70%
60%	60%
50%	50%
40%	40%
30%	30%
20%	20%
10%	10%

provided that the minimum amount payable is not less than \$84 per week, as adjusted by the Fair Work Commission from time to time.

129. When an employee's assessed capacity is 10%; they must receive a high degree of assistance and support.

Assessment of Capacity

130. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
131. Assessments made under the System must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Fair Work Act.

Review of Assessment

132. 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 supported wage system.

Other Terms and Conditions of Employment

133. Where an assessment has been made, the applicable percentage will apply to relevant wage rate only. Employees covered by the provisions of the System will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rate basis.

Trial Period

134. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

WORKING FROM HOME

135. TEQSA supports working from home as a flexible work arrangement, subject to operational requirements.
136. Employees with approved home based work arrangements in accordance with this Agreement will be provided with access to TEQSA's IT system. Further information can be found in the *TEQSA Information and Communication (ICT) Security Policy*.
137. Where employees below the EL2 level have a regular approved Working from Home arrangement, assistance with the reasonable costs of maintaining home based IT equipment and internet access will be as determined by the CEO.

CHRISTMAS CLOSEDOWN

- 138. TEQSA will be closed from 12:30pm on the last working day before Christmas Day and will re-open on the first working day following the 1st of January.
- 139. Employees are not required to attend for duty during the Christmas closedown, unless otherwise directed by the CEO.
- 140. There will be no requirement to take Annual Leave or use accrued Flextime during this period.
- 141. Where an employee is directed by the CEO, due to exceptional circumstances, to be on duty during the Christmas close-down period, they will be paid at the penalty rates for public holidays described in the *Overtime* provisions.

PUBLIC HOLIDAYS

- 142. TEQSA employees are entitled to Public Holidays in accordance with s.115 of the Fair Work Act, including Public Holidays declared or prescribed by the State of Victoria. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 143. An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- 144. Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/carers leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

HIGHER DUTIES ALLOWANCE

- 145. An employee performing duties of a higher classification will be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if promoted to the higher classification or an alternative amount determined by the CEO where partial performance is directed.
- 146. An employee who performs higher duties at a classification of EL1 or higher for a period of less than one week will not be paid an allowance, and that period will not count as service at the higher classification unless the CEO considers special circumstances exist which justify payment of the allowance.

ALLOWANCES

- 147. Employees may agree to undertake additional corporate responsibilities outside the scope of their substantive role. These responsibilities will attract an allowance, and an increase will be applied of 2% 12 months from commencement of this Agreement and 1% 18 months from commencement of this Agreement.

148. Where an employee is appointed as a Health and Safety Representative or Fire Warden, and the employee continues to demonstrate skills, knowledge and commitment to that role, a fortnightly allowance of \$22.66 will be paid.
149. Where an employee is appointed as a First Aid Officer, and the employee continues to demonstrate skills, knowledge and commitment to that role, a First Aid Officer allowance will be paid in accordance with the required qualification. Payment of an allowance under b) and c) is subject to the CEO determining there is an identified need for a higher first aid qualification in the workplace:
 - a) Required qualification: Senior First Aid Certificate of the Australian Red Cross Society, Standard A (or equivalent) - \$22.66 per fortnight; or
 - b) Required qualification: Senior First Aid Certificate of the Australian Red Cross Society, Standard B (or equivalent) - \$25.75 per fortnight; or
 - c) Required qualification: Senior First Aid Certificate of the Australian Red Cross Society, Standard C (or equivalent) - \$30.90 per fortnight.
150. Where an employee undertakes more than one of these roles they will not be entitled to payment of more than one allowance.
151. A meal allowance (as specified in the ATO Tax Determination) is payable where the conditions of the Overtime provisions are met.
152. Financial assistance with work-related travel is detailed in the TEQSA Domestic Travel and TEQSA International Travel policies.
153. The CEO may increase the rates of allowances in accordance with Clause 19 under the *Individual Flexibility Arrangement* provisions.

LEAVE

154. Subject to these provisions, an employee will be entitled to leave in accordance with the NES.
155. Further explanatory information on leave entitlements, including details on how to apply for the leave, are set out in the *TEQSA Leave Policy*.

Annual Leave

156. Full-time employees are entitled to twenty days Annual Leave for each completed year of service.
157. Annual Leave is accrued and credited on a daily basis.
158. An employee may seek approval from their manager to take their Annual Leave at full or half pay. When Annual Leave is taken at half pay, this will result in the period of leave for which the employee is absent being double the amount of leave deducted from the employee's leave credits.
159. Where an application for Annual Leave during a school holiday period is cancelled or not approved due to operational requirements, TEQSA will reimburse the employee for the additional cost of approved childcare or school holiday program attendance.

Purchased Leave

160. Ongoing employees may elect to purchase additional leave in a calendar year, with deductions from fortnightly salary in equal instalments over the course of the year or a lesser period if agreed with the employee.
161. Without limiting the flexibility of the option for Purchased Leave, the following arrangements will apply:
 - a) A proposal to purchase leave needs approval of TEQSA, and a new application is required each year. Purchased Leave is not available in the same calendar year that the employee accesses Annual Leave at half pay, unless approved by the CEO;
 - b) In agreeing to Purchased Leave, TEQSA may also come to an agreement with the employee on the proposed timing of the leave and the amount to be taken on each occasion;
 - c) Purchased Leave will count as service for all purposes;
 - d) Full-time employees may purchase leave in blocks of five days up to a maximum of twenty days in any year;
 - e) Purchased Leave must be taken in whole days;
 - f) Purchased Leave cannot be taken on half pay; and
 - g) Purchased Leave will not be cumulative. Unused purchased leave will be cashed out if not used within one year of being purchased or on separation from TEQSA.

Personal and Carers Leave

Entitlement

162. Full-time employees are entitled to 18 paid days Personal Leave (including Carer's Leave) for each completed year of service.
163. On engagement, employees new to the APS will receive 18 days Personal Leave. On the following 1 January, credits will be calculated on a pro-rata basis for service between engagement date and 31 December of the year of engagement, less any period(s) of personal leave taken.
164. Where an existing APS, Parliamentary Service or ACT Government Service employee transfers to TEQSA with Personal Leave credits under the Portability provisions of this Agreement, the date on which the employee will first receive 18 days of Personal Leave credits in TEQSA will be based on the arrangements in place at their former agency with the aim of ensuring that an employee does not accrue Personal Leave credits twice for the same period. To give effect to this aim, a pro-rata amount will be credited based on when the employee's accrual of personal leave at their previous APS agency.
165. Where an Employee's entitlement to Personal Leave (including Carer's Leave) is exhausted, the CEO may approve additional leave on full pay, half pay or no pay through an Individual Flexibility Arrangement. Further information can be found in the *TEQSA Individual Flexibility Arrangement Policy*.

166. Unused Personal Leave will accrue from year to year but will not be paid out on separation.

Use

167. An employee may take Personal/carer's Leave for the following purposes:
- a) personal illness or injury;
 - b) to provide care or support to a family or household member who has a personal illness or injury or unexpected emergency; or
 - c) unforeseen personal emergency.

Conditions

168. To use Personal/Carer's Leave, an employee must provide acceptable evidence in the following circumstances:
- a) for Personal/Carer's Leave of three consecutive working days or more;
 - b) in any other circumstance where requested by the CEO.
169. Acceptable evidence will be evidence that would satisfy a reasonable person that the leave was taken for a permitted use as described in this Part. This would generally be either a medical certificate or a statutory declaration. For leave other than personal injury, illness or caring purposes, suitable written reasons must be provided to an employee's manager.
170. An employee will not be entitled to paid Personal/Carer's Leave while also entitled to paid Maternity, Adoption or Foster Care Leave except as otherwise provided by legislation.

Compassionate Leave

171. Employees are entitled to three days paid leave on each occasion Compassionate Leave is required. The leave may be accessed:
- a) after the death of a family or household member; or
 - b) for the purposes of spending time with a family or household member who has contracted a personal illness or sustained a personal injury that poses a serious threat to life.

Maternity Leave

172. Eligible employees are entitled to Maternity Leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).
173. Employees who are eligible for up to 12 weeks paid Maternity Leave under the ML Act are entitled to an additional two weeks of paid leave, to be taken immediately following the period of paid maternity leave provided by the ML Act.
174. Employees who are eligible for paid maternity or parental leave may elect to have the payment spread over a maximum of 28 weeks at a rate no less than half normal salary.

Where payment is spread over a longer period, only the first 14 weeks will count as service.

Return to work after Maternity or Parental Leave

175. On ending Maternity or Parental Leave, an employee is entitled to return to:
- a) the employee's pre-Parental or Maternity Leave duties; or
 - b) if those duties no longer exist, an available position for which the employee is qualified and suited at the same classification and pay as applied pre-Parental or Maternity Leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.
176. For the purposes of this provision, duties means those performed:
- a) if the employee was moved to safe duties because of the pregnancy, immediately before the move; or
 - b) if the employee began working part-time because of the pregnancy, immediately before the part-time employment began; or
 - c) otherwise, immediately before the employee commenced Maternity or Parental Leave.

Primary Carer Leave

177. Where an ongoing employee, other than the mother, becomes the primary carer of a new born baby, they are entitled to six weeks paid Primary Carer Leave.
178. An employee will not be entitled to paid Primary Carer Leave if also entitled to paid Adoption, Foster Parent or Permanent Care Order Leave, except as otherwise provided by legislation.

Adoption, Foster Parent and Permanent Care Order Leave

179. Where an employee is the primary carer involved in the adoption of a child or who assumes the primary long term responsibility arising from the placement of the child through a permanent care or fostering arrangement by a person or organisation with statutory responsibility for the placement of the child and where the child is not expected to return to their family, the employee is entitled to 14 weeks leave from the date of formal adoption, fostering or permanent care order.
180. Employees are eligible for paid leave where they have service equivalent to the service required for paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.
181. Only one parent may be deemed the primary carer. Parents who are not the primary carer may access leave under the Supporting Partner Leave provisions.

Supporting Partner Leave

- 182. Employees who have become a supporting partner with caring responsibilities due to the birth, adoption, fostering or permanent care of a child can access three weeks leave at full pay or six weeks at half pay Supporting Partner Leave.
- 183. Paid Supporting Partner Leave counts as service for all purposes.

Unpaid Parental leave

- 184. Following the paid period of Maternity, Adoption, Foster Parent, Permanent Care Order or Supporting Partner Leave, an employee may take unpaid leave to enable them to continue to be the primary care-giver of the newborn, adopted, fostered or Permanent Care Order child. An eligible employee may take a period of Parental Leave of up to 12 months, inclusive of any paid Maternity, Foster, Adoption, Permanent Care or Supporting Partner Leave taken.
- 185. Following the initial 12 month period of Parental Leave, an employee is entitled to request an additional 12 month period of unpaid Parental Leave, in accordance with s.76 of the Fair Work Act.
- 186. Any period of unpaid leave does not count as service.

Long Service Leave

- 187. Employees are entitled to Long Service Leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 188. The minimum period of absence for which Long Service Leave will be granted is seven calendar days at full pay or 14 calendar days at half pay. A period of Long Service Leave cannot be broken by other periods of leave, a weekend or a public holiday, except as otherwise provided by legislation.

Miscellaneous leave

- 189. The CEO may approve a period of miscellaneous leave for purposes not provided for elsewhere in this Agreement.
- 190. The CEO will determine if all or part of the leave is to be with or without pay.
- 191. With the exception of leave for personal and development training, any continuous period of Miscellaneous Leave without pay greater than 30 calendar days in a year will not count as service for the purposes of this Agreement. LWOP, regardless of the duration, will not count as service for the purposes of the LSL Act unless LSL Act requires it to, or the CEO determines otherwise.

Community Service Leave

- 192. An employee will be granted unpaid Community Service Leave in accordance with the Fair Work Act.'
- 193. An employee may be granted paid leave to engage in voluntary emergency management duties (including emergency services responses, training, and reasonable travel and recovery time).

Defence Reserve Leave

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

Leave to participate in major sporting events

199. An employee may be granted a period of paid leave for the purpose of representing Australia in a major sporting event.

Leave to attend proceedings

200. An employee may be granted a period of paid leave for the purpose of providing evidence or attending proceedings arising from industrial disputation.

Leave for natural disasters and other emergencies

201. An employee may be granted a period of paid leave where their home is directly affected by a natural disaster or other emergency.

Jury Service Leave

202. An employee will be granted paid leave to undertake jury service for the period required by the court.

203. Employees are required to provide evidence of the total amount of jury service pay or allowances that have been paid, or are payable, from the relevant court for a period of jury service.
204. Employees who receive jury service payments are required to pay all amounts to TEQSA.

Cultural/Ceremonial Leave

205. Aboriginal and/or Torres Strait Islander employees may be granted paid leave for ceremonial purposes:
- arising from the death of an immediate or extended family member; or
 - for other ceremonial obligations under Aboriginal or Torres Strait Islander law.
206. An employee may be granted unpaid leave for cultural, ceremonial or religious holidays that are not public holidays.

Volunteer Leave

207. An employee may be granted paid leave to volunteer short-term with a registered community organisation.
208. An employee may be granted unpaid leave for long-term volunteer purposes.

Leave to accompany partners on a posting

209. An employee may be granted unpaid leave, generally not exceeding 12 months for the period where their partner is on a Commonwealth posting.

Leave for approved outside employment

210. An employee may be granted unpaid leave, generally not exceeding 12 months, for the purpose of undertaking approved outside employment.

Leave for personal and development training

211. An employee may be granted unpaid leave for the purpose of undertaking academic studies.

Portability

212. Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued Annual Leave and Personal/Carers Leave (however described) will be transferred, provided there is no break in continuity of service.
213. Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual Leave and Personal/Carers Leave (however described) will be recognised or transferred.
214. For the purposes of this provision:

- 'APS employee' has the same meaning as the Public Service Act
 - 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*
215. Employees may apply to the CEO to have their prior service (including service with state governments) recognised for Long Service Leave purposes in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

Unauthorised Absence

216. Where an employee is absent from duty and the period of absence was unauthorised, all pay and other benefits will cease until the employee resumes duty or is granted leave.

CAPABILITY AND PROFESSIONAL DEVELOPMENT

Capability Development

217. TEQSA is committed to developing a learning organisation, and actively supports learning and development opportunities for employees. Employee needs will be balanced against organisational requirements and availability of opportunities. Employees and their managers will identify learning and development needs and opportunities as part of the Performance Assessment System. All managers are encouraged to provide support and guidance regarding learning and development for team members and in doing so facilitate TEQSA's commitment to life-long learning.
218. Capability development opportunities for employees may include, but are not limited to:
- on the job learning opportunities such as special projects, mentoring and Higher duties assignments;
 - core skill training in team building, project management, relevant software, systems or legislative requirements on an organisation-wide, team or individual basis as required;
 - the development of TEQSA's strategic capabilities through exposure to regulatory policy and process best-practice; and
 - a seminar series involving guest speakers.
219. Where the CEO or delegate determines these development opportunities relate to building corporate capacity, TEQSA will pay for this training from a special allocation of funds for this purpose.

Professional Development and Studies Assistance

220. As part of the TEQSA's commitment to capability development, employees are encouraged to undertake relevant professional development. This professional development may include a course of tertiary or technical study related to the employee's current role and future development with TEQSA.

221. Employees may be eligible for reimbursement of up to \$3,000 per financial year to assist with the cost of relevant professional development including fees associated with an approved course of study.

Study Leave

222. Eligible employees may also be granted study leave of up to eight hours per week. Study leave may be flexible to meet the requirements of employees to access regular weekly lectures or tutorials, or a block of hours or days to attend intensive or residential courses. The hours taken over the course of the semester, term or trimester should not exceed an average of eight hours per week, taking into account any block absences and travel time.
223. Further details on the assistance available for an approved course of study are set out in the *TEQSA Studies Assistance Guidelines*.

PROFESSIONAL MEMBERSHIP

224. TEQSA will reimburse an employee for or directly pay the cost of membership or registration with a professional association where the CEO considers that membership or registration is essential to the performance of the employee's role.
225. TEQSA may also reimburse an employee for or directly pay the cost of membership or registration with a professional association where the CEO considers that membership or registration is of significant benefit to the performance of the employee's role.

REDEPLOYMENT, REDUCTION OR RETIREMENT

Application

226. The following provisions will apply to any TEQSA employee who is in excess, other than non-ongoing employees or employees on probation.
227. Further information is available in the *APS Redeployment Policy*.

Excess employees

228. An employee is excess when:
- a) they are included in a class of employees employed in TEQSA, which class comprises a greater number of employees than is necessary for the efficient and economical working of TEQSA;
 - b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of TEQSA, or changes in the nature, extent or organisation of the functions of TEQSA; or
 - c) the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality, and the CEO has determined that these provisions apply to that employee.
229. Where the CEO determines that an employee is excess, the CEO may do one or more of the following:

- a) reassign duties to an employee within TEQSA and determine the place at which the duties are performed;
 - b) reduce the classification level of an employee on the grounds that the employee is excess to the requirements of TEQSA at the higher classification level;
 - c) move an ongoing employee (with their consent) from TEQSA to another agency; and/or
 - d) terminate the employment of an ongoing employee on the grounds that the employee is excess to the requirements of TEQSA.
230. When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee at the earliest practicable time.
231. Discussions with the potentially excess employee, and where they choose, their representative, will be held to consider:
- a) redeployment opportunities for the employee concerned; and
 - b) whether voluntary retrenchment might be appropriate.
232. Unless a lesser period has been agreed between the CEO and the potentially excess employee, the discussion period will last for four weeks from the date the employee is notified that they are likely to become excess. During the discussion period, the CEO will not:
- a) invite the employee referred to above, to accept an offer of voluntary retrenchment; or
 - b) advise that employee in writing that they are excess.
233. The CEO may, prior to or after the conclusion of the discussion period, invite employees who are not potentially excess to express an interest in voluntary retrenchment, where those retrenchments would permit the redeployment of employees who are potentially excess.
234. These redeployment, reduction and retrenchment provisions do not apply to:
- a) an employee whose period of probation has not been finalised; or
 - b) non-ongoing employees.

Voluntary Retrenchment

235. Where the CEO invites an excess employee to do so, the employee will have four weeks to elect voluntary retrenchment. The CEO will not give notice of termination under s.29 of the Public Service Act on the grounds that the employee is excess to requirements before the end of that period or until such election is received (in circumstances where the election is received before the end of that period).
236. Where an employee has not already received the following information, he or she must be provided information on the:
- a) amounts of severance pay, payment in lieu of notice, and paid up leave credits;

- b) amount of accumulated superannuation contributions;
 - c) options open to the employee concerning superannuation; and
 - d) taxation rules applying to the various payments.
237. Where the employee agrees to be voluntarily retrenched, and the CEO approves his or her termination under s.29 of the Public Service Act, the required notice of termination will be given.
238. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years of continuous service).
239. Where an employee's employment is terminated at the beginning of, or within the notice period, they will receive payment in lieu of notice as set out in the Fair Work Act for the unexpired portion of the notice period.
240. An excess employee will only be entitled to one offer of voluntary retrenchment.

Payment on Voluntary Retrenchment

241. An excess employee who agrees to be voluntarily retrenched and whose employment is terminated by the agency head under s.29 of the Public Service Act on the grounds that he /she is excess to the requirements of the agency is entitled to be paid redundancy pay of a sum equal to two weeks' salary for each completed year of continuous service plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.
242. The minimum sum payable as redundancy pay on termination will be 4 weeks' salary and the maximum redundancy pay is equal to 48 weeks' salary.
243. Service for redundancy pay purposes is defined as:
- a) service in an agency;
 - b) Government service as defined in s.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 a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - d) service with the Australian Defence Forces;
 - e) APS service immediately preceding deemed resignation under the then s.49 (as repealed in 1966) of the repealed *Public Service Act 1922* if the service has not previously been recognised for redundancy pay purposes; and
 - f) service in another organisation where:
 - i. an employee was moved from the APS to give effect to an administrative re-arrangement; or
 - ii. an employee of that organisation is engaged as an APS employee as a result of an administrative re-arrangement; and

- iii. such service is recognised for long service leave purposes.
 - g) For earlier periods of service to count there must be no breaks between the periods except where:
 - i. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - ii. 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 s.49 (as repealed in 1966) of the repealed *Public Service Act 1922*.
 - h) Absences from duty which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.
244. Service not to count as service for redundancy pay purposes is defined as any period of service which ceased:
- a) through termination on the following grounds:
 - the employee lacks, or has lost, an essential qualification for performing his or her 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 s.22(6) of the Public Service Act;
 - breach of the Code of Conduct; or
 - any other ground prescribed by the Public Service Regulations; or
 - b) on a ground equivalent to those in Clause 213(a) under the repealed Public Service Act 1922; or
 - c) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - d) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.
245. The rate of payment for calculating the redundancy payment will be:
- a) the employee's full time salary, adjusted on a pro rata basis for periods of part time service; and
 - b) allowances paid during periods of annual leave and on a regular basis and not as a reimbursement for expenses incurred or as payment for disabilities associated with the performance of a duty.

- c) additional payments for the performance of duties at a higher classification level where the employee has been performing duties at the higher classification level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination.
 - d) shift penalties where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding the date on which the employee is given notice of termination. The employee is entitled to have the weekly average of the penalties payable over the 12 months immediately preceding the date on which the employee is given notice of termination included in salary.
246. Redundancy pay will be calculated on a pro-rata basis for any period where the employee has worked part-time hours during his/her period of service and the employee has less than 24 years full time service, subject to any minimum amount the employee is entitled to under the NES.

Involuntary Retrenchment

247. Where an excess employee has not accepted an offer of voluntary retrenchment, unless he or she agrees otherwise, the excess employee will not have his or her employment terminated by the CEO under s.29 of the Public Service Act until the following retention periods have elapsed:
- a) 56 weeks where an employee has 20 or more years of service or is over 45 years of age; or
 - b) 30 weeks for other employees.
248. If an employee is entitled to a redundancy payment in accordance with the NES, the relevant period in the above clause is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).
249. Service for the purpose of this provision has the same meaning as in Clause 243.
250. The retention period will commence on the earlier of the following:
- a) the day the employee is advised in writing by the CEO that he or she is an excess employee; or
 - b) four weeks after the day on which the CEO invites the employee to elect to be voluntarily retired.
251. During a retention period the CEO will continue to provide appropriate training and take all reasonable steps to find alternative employment for the excess employee, including consideration of options such as reduction of classification.
252. The retention period as provided for in this section will be extended by periods of leave for personal illness or injury, where supported by acceptable medical evidence.
253. In accordance with s.29 of the Public Service Act, the CEO may involuntarily terminate the employment of an excess employee at the end of the retention period.

254. The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
255. Where the CEO believes there is insufficient productive work available for an excess employee in the Agency during the retention period, and that there is no reasonable redeployment prospects in the APS:
- the CEO may, with the agreement of the employee, terminate the employee's employment under s.29 of the Public Service Act; and
 - upon termination the employee will be paid a lump sum comprising:
 - the balance of the retention period (as shortened for the NES under Clause 248) and this payment will be taken to include payment in lieu of notice of termination of employment; and
 - an additional redundancy payment equal to the amount the retention period was shortened by under Clause 248.
256. An excess employee will not have their employment terminated where the employee:
- a) has not been invited to elect to be voluntarily retrenched; or
 - b) has elected to be voluntarily retired but the CEO has refused to approve it.
257. An excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that he or she will have their employment terminated, under s.29 of the Public Service Act. Wherever possible, the notice period will be concurrent with the retention period.

Reduction in Classification

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

TERMINATION FOR MISCONDUCT

260. Nothing in this Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with s.123(1)(b) of the Fair Work Act.

APPENDIX A – CLASSIFICATIONS AND SALARIES

Classification & Pay Point	Current Salary	Salary on commencement (3%)	Salary 12 months from commencement (2%)	Salary 18 months from commencement (1%)
EL 2.4	139,305	143,484	146,354	147,817
EL 2.3	130,438	134,351	137,038	138,409
EL 2.2	123,067	126,759	129,294	130,587
EL 2.1	116,051	119,533	121,923	123,142
EL 1.4	108,997	112,267	114,512	115,657
EL 1.3	103,516	106,621	108,754	109,841
EL 1.2	100,989	104,019	106,099	107,160
EL 1.1	98,619	101,578	103,609	104,645
APS 6.3	88,194	90,840	92,657	93,583
APS 6.2	82,811	85,295	87,001	87,871
APS 6.1	80,201	82,607	84,259	85,102
APS 5.3	76,268	78,556	80,127	80,928
APS 5.2	72,859	75,045	76,546	77,311
APS 5.1	71,340	73,480	74,950	75,699
APS 4.3	69,100	71,173	72,596	73,322
APS 4.2	66,414	68,406	69,775	70,472
APS 4.1	64,608	66,546	67,877	68,556
APS 3.2	61,868	63,724	64,999	65,649
APS 3.1	59,398	61,180	62,404	63,028
APS 2.3	56,678	58,378	59,546	60,141
APS 2.2	55,631	57,300	58,446	59,030
APS 2.1	53,187	54,783	55,878	56,437
APS 1.2	49,513	50,998	52,018	52,539
APS 1.1	45,284	46,643	47,575	48,051
Age Rates				
20	41,210	42,446	43,295	43,728
19	36,682	37,782	38,538	38,923
18	31,699	32,650	33,303	33,636
Under 18	27,170	27,985	28,545	28,830

These rates do not apply where the *Salary Maintenance* provisions are in force.

APPENDIX B – DEFINITIONS

“Agency Head” means the Chief Executive Officer (CEO) of TEQSA.

“Agreement” means the Tertiary Education Quality and Standards Agency Enterprise Agreement 2018-2021.

“APS” means the Australian Public Service.

“APS employee” is someone engaged under s.22(2) of the Public Service Act.

“Casual employee/s” means a person engaged under s.22(2)(c) of the Public Service Act for duties that are irregular or intermittent.

“CEO” means the Chief Executive Officer of TEQSA, or a delegate of the CEO.

“Classification/s” means an approved classification under the Public Service Classification Rules 2000.

“Commencement Date” means the date this Agreement takes effect under Clause 5.

“Employee/s” means an employee of TEQSA covered by this Agreement (whether full-time or part-time) and includes employees who have been assigned duties at TEQSA under s.26 of the Public Service Act. Unless specified this does not include a casual employee.

“Excess employee” means an employee declared to be excess in accordance with Clause 228 of this Agreement.

“Fair Work Act” means the *Fair Work Act 2009*.

“Family” means:

- a) a spouse, de facto partner, child (including adopted, foster or Permanent Care Order child), parent, grandparent, grandchild or sibling of the employee; or
- b) a child (including adopted, foster or Permanent Care Order child), parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- c) a traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs; or
- d) the CEO or delegate is satisfied they have a strong affinity with the employee.

“Manager” means an employee or SES employee who has operational and/or supervisory responsibility for another employee or a team of employees.

“National Employment Standards” (NES) means the National Employment Standards established by the Fair Work Act.

“Non-ongoing employee” means an employee who has been engaged under s.22(2)(b) of the Public Service Act for either a specified term or for the duration of a specified task.

“Public Service Act” means the *Public Service Act 1999* as amended from time to time.

“Settlement Period” means a four week period beginning on a pay day Thursday for the purposes of determining flextime debit or credit carryover.

“Standard pattern of hours” is 9.00am to 12.30pm and 1.00pm to 5.00pm.

“TEQSA” means the Tertiary Education Quality and Standards Agency.

FORMAL ACCEPTANCE OF AGREEMENT AND SIGNATORIES



Mr Anthony McClaran
Chief Executive Officer

Date:

Tertiary Education Quality and Standards Agency
Level 14, 530 Collins Street VIC 3000

Signed for and on behalf of the Commonwealth of Australia



Ms Beth Vincent-Pietsch
CPSU Deputy Secretary

Date:

Community and Public Sector Union
40 Brisbane Ave Barton ACT 2600

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

IN THE FAIR WORK COMMISSION

FWC Matter No.:

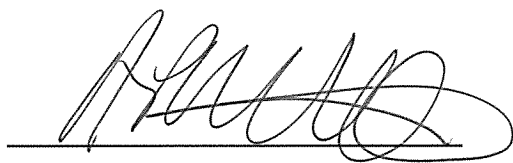
AG2017/6630

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Anthony McClaran, Chief Executive Officer for Tertiary Education Quality and Standards Agency give the following undertakings with respect to the Tertiary Education Quality and Standards Agency Enterprise Agreement 2018-2021 ("the Agreement"):

1. I have the authority given to me by Tertiary Education Quality and Standards Agency to provide this undertaking in relation to the application before the Fair Work Commission.
2. Part-time employment – The pattern of hours specified under Section 113 of the agreement will provide for no less than three hours per day (or an alternative period agreed by the Agency Head and the employee) and will be continuous on any one day.
3. Casual employees will receive a 25% loading for all hours worked Monday to Friday 7.00 am to 7.00 pm on their hourly rate of salary in lieu of access to paid leave (other than Long Service Leave). At all other times, casual employees will not be paid the 25% loading but will instead be paid in accordance with the rates set out clause 110 of the Agreement.
4. The minimum period of engagement for a casual employee is three hours.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

7.5.2018

Date