



**safe work** australia

Safe Work Australia

# **Enterprise Agreement 2024-2027**



# Table of Contents

<b>Safe Work Australia Enterprise Agreement 2024-2027 .....</b>	<b>1</b>
<b>Section 1 - Technical matters .....</b>	<b>7</b>
Title .....	8
Parties to the Agreement .....	8
Operation of the Agreement .....	8
Delegations .....	8
National Employment Standards (NES) precedence .....	8
Closed comprehensive Agreement.....	8
Individual flexibility arrangements .....	9
Definitions .....	10
Usual location of work .....	13
<b>Section 2: Remuneration .....</b>	<b>13</b>
Salary.....	13
Payment of salary .....	14
Salary setting.....	14
Salary on engagement in the Agency or movement to the Agency .....	14
Salary maintenance – existing Employees.....	14
Salary on reduction in Classification .....	15
Salary for Government lawyers .....	15
Incremental advancement.....	15
Salary advancement through Classifications .....	15
Salary advancement and temporary performance of duties at a higher Classification .....	15
Salary advancement through the General Broadband and the Training Broadband .....	16
Salary advancement through Government Lawyer Broadband .....	16
Superannuation .....	16
Payment during unpaid Parental Leave.....	16
Overpayments .....	16
Salary Packaging .....	17
<b>Section 3: Allowances and reimbursements .....</b>	<b>18</b>
Higher duties allowance .....	18
Workplace responsibility allowances .....	18
Community language allowance.....	19
<b>Section 4: Classifications and broadbands .....</b>	<b>21</b>

Graduates .....	21
Work Level Standards .....	21
Agency Broadbands .....	21
<b>Section 5: Working hours and arrangements.....</b>	<b>22</b>
Job security .....	22
Commitment to ongoing employment and rebuilding APS capacity .....	22
Reporting .....	22
Pathways to permanency .....	22
Casual (irregular or intermittent) employment.....	22
Non-ongoing employment.....	23
Working hours .....	23
Full-time Employees .....	23
Part-time Employees.....	23
Hours of work and attendance .....	23
Unapproved absences .....	24
Rest breaks.....	24
Flex for APS 1-6 classifications.....	24
Executive Level Time Off in Lieu (EL TOIL) .....	25
Overtime and restriction .....	25
Overtime Meal Allowance .....	26
Emergency duty and additional childcare costs .....	26
Flexible working arrangements .....	27
Requesting formal flexible working arrangements .....	27
Range of locations of work .....	31
Part-time work (no unilateral conversion) .....	31
Christmas closedown.....	31
Public holidays .....	32
<b>Section 6: Leave .....</b>	<b>33</b>
Annual Leave.....	33
Cancellation of leave and recall to duty from leave .....	33
Purchased Leave .....	34
Personal/Carer's Leave .....	34
Entitlement to Personal/Carer's Leave.....	34

Accrual of Personal/Carer’s Leave for Employees who commence in the Agency before the Transition Date .....	35
Accrual of Personal/Carer’s Leave from for Employees who commence after the Transition Date.....	35
Transitional arrangements.....	36
Usage .....	36
Carers .....	37
Evidence.....	37
Portability of leave.....	37
Leave without pay.....	38
Re-crediting of leave .....	38
Long Service Leave.....	39
Miscellaneous Leave .....	39
Cultural, ceremonial and NAIDOC Leave .....	39
NAIDOC Leave .....	39
First Nations Ceremonial Leave .....	39
Cultural Leave .....	40
Parental Leave .....	40
Payment during Parental Leave.....	40
Adoption and long-term foster care.....	42
Stillbirth.....	42
Pregnancy Loss Leave .....	42
Premature Birth Leave .....	42
Transitional provisions.....	43
Compassionate Leave .....	43
Bereavement Leave .....	43
Emergency Response Leave.....	43
Jury duty .....	44
Volunteer leave.....	44
Defence Reservist Leave .....	44
Defence Service Sick Leave .....	45
Leave to attend proceedings .....	46
<b>Section 7: Employee support and workplace culture .....</b>	<b>47</b>
Blood donation .....	47

Vaccinations.....	47
Annual Health Reimbursement .....	47
Loss and Damage Reimbursement .....	47
Employee Assistance Program.....	48
Respect at work .....	48
Principles.....	48
Consultation.....	48
Family and Domestic Violence support .....	48
Integrity in the APS .....	50
First Nations cultural competency training .....	50
Lactation and breastfeeding support .....	50
Disaster support.....	51
<b>Section 8: Performance and development .....</b>	<b>52</b>
Performance management.....	52
Workloads.....	52
Study assistance.....	52
Learning and development.....	52
<b>Section 9: Travel and location-based conditions.....</b>	<b>53</b>
Travel .....	53
Recognition of travel time .....	53
Part day travel allowance .....	53
Travel expenditure.....	53
Non-commercial accommodation allowance.....	53
Motor vehicle allowance .....	53
Living away from home allowance .....	54
Relocation assistance.....	54
<b>Section 10: Consultation, representation and dispute resolution.....</b>	<b>55</b>
Consultation .....	55
Principles.....	55
When consultation is required .....	55
Provisions for consultation on major change and introduction of a change to regular roster or Ordinary Hours of work of Employees.....	56
Representation .....	56
Major change .....	56

Change to regular roster or Ordinary Hours of work .....	58
Interaction with emergency management activities.....	58
Agency consultative committee .....	58
APS consultative committee .....	59
Dispute resolution .....	59
Leave of absence to attend proceedings.....	60
Delegates' rights .....	60
Supporting the role of union delegates.....	61
<b>Section 11: Separation and retention.....</b>	<b>62</b>
Resignation .....	62
Payment on death of an Employee .....	62
Redeployment, retraining, redundancy.....	62
Excess Employees .....	62
Definition of 'excess' .....	62
Voluntary redundancy .....	63
Consideration Period .....	63
Career Transition Assistance.....	64
Notice of termination of employment.....	64
Severance pay .....	64
Service for severance pay purposes .....	64
Service not to count for severance pay purposes .....	65
Salary for redundancy calculations.....	65
Transfer with another Employee (job swap) .....	66
Retention Period .....	66
Reassignment of duties and reduction in classification .....	67
Extension of the retention period .....	67
Involuntary Redundancy.....	67

# FORMAL ACCEPTANCE OF AGREEMENT AND SIGNATORIES

The Safe Work Australia Enterprise Agreement 2024-27 is made and approved under Part 2-4 of the *Fair Work Act 2009*. It is an Enterprise Agreement between Safe Work Australia and those of its Employees whose employment is subject to this Agreement.

**The Agency**

**Signed** for and on behalf of **Safe Work Australia**  
by its authorised Signatory:



\_\_\_\_\_  
Signature of authorised signatory

Marie Boland  
\_\_\_\_\_  
Full name of authorised signatory

Chief Executive Officer, Safe Work Australia  
\_\_\_\_\_  
Position of authorised signatory

**Signed** for and on behalf of **Employees** by the  
Community and Public Sector Union:



\_\_\_\_\_  
Signature

Joshua Coulter  
\_\_\_\_\_  
Full name of authorised signatory

National Organiser  
\_\_\_\_\_  
Position of authorised signatory

Address for the Chief Executive Officer and all bargaining representatives except for the  
Community and Public Sector Union is Level 7, 2 Phillip Law Street, Canberra ACT 2601

Address for the Community and Public Sector Union is 54-58 Foveaux Street, Surry Hills, NSW 2010

# Section 1 - Technical matters

## Title

1. This Agreement is the Safe Work Australia Enterprise Agreement 2024-2027.

## Parties to the Agreement

2. The Agreement covers:
  - a. the CEO of Safe Work Australia, for and on behalf of the Commonwealth of Australia as the employer;
  - b. all employees in the Agency employed under the PS Act other than Senior Executive Service Employees; and
  - c. subject to notice being given in accordance with section 183 of the FW Act, the Community and Public Sector Union.

## Operation of the Agreement

3. This Agreement will commence operation seven days after approval by the Fair Work Commission.
4. This Agreement will nominally expire on 28 February 2027.

## Delegations

5. The CEO may delegate to or authorise any person to perform any or all of the CEO's powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions.

## National Employment Standards (NES) precedence

6. The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Agreement is detrimental to an Employee of the Agency in any respect when compared with the NES.

## Closed comprehensive Agreement

7. This Agreement states the terms and conditions of employment of Employees covered by this Agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.



9. Policies and guidelines are not incorporated into and do not form part of this Agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.

## **Individual flexibility arrangements**

10. The Agency and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the 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
    - vi. leave and leave loading; and
  - b. the arrangement meets the genuine needs of the Agency and Employee in relation to one or more of the matters mentioned in clause 10a, and
  - c. the arrangement is genuinely agreed to by the Agency and Employee.
11. The Agency must ensure that the terms of the individual flexibility arrangement:
  - a. are about permitted matters under section 172 of the FW Act;
  - b. are not unlawful terms under section 194 of the FW Act; and
  - c. result in the Employee being better off overall than the Employee would be if no arrangement was made.
12. The Agency must ensure that the individual flexibility arrangement:
  - a. is in writing;
  - b. includes the name of the Agency and Employee;
  - c. is signed by the Agency 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 enterprise Agreement that will be varied by the arrangement;
    - 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 arrangement; and
    - iv. states the day on which the arrangement commences.

13. The Agency must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The Agency 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 Agency and Employee agree in writing – at any time.
15. The Agency and Employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this Agreement:

**Affected Employee** means, for the purposes of the consultation clauses (clauses 378 to 399), a Relevant Employee.

**Agency** means Safe Work Australia.

**APS Agency** means an Agency whose Employees are employed under the PS Act, including an Agency as defined in section 7 of the PS Act whose Employees are employed under that Act.

**APS Consultative Committee** means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

**Agency Head** means the CEO of Safe Work Australia or the CEO's delegate.

**Agreement** means the Safe Work Australia Enterprise Agreement 2024-2027.

**APS** means the Australian Public Service.

**Australian Defence Force Cadets** means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

**Bandwidth** means the span of hours during which an Employee may perform Ordinary Hours.

**Broadband** refers to the allocation of more than one approved Classification by the CEO to a group of duties involving work value applying to more than one Classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the Classifications contained within it.

**Casual Employee (irregular or intermittent Employee) or Casual Employee** means an Employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. work on an irregular or intermittent basis.

**CEO** means Chief Executive Officer of Safe Work Australia.

**Classification** or **Classification Level** means the approved Classification set out in rule 5 of the *Public Service Classification Rules 2000*.

**Child** means a biological child, adopted child, foster child, step child, or ward.

**De facto Partner** means a person who, regardless of gender, is living in a common household with the Employee in a bona fide, domestic, interdependent partnership, although not legally married to the Employee. This includes a former de facto partner.

**Delegate** means someone to whom a power or function has been delegated.

**Dependant** means the Employee's Partner, a Child, parent or aged relative of the Employee or the Employee's Partner, who ordinarily lives with the Employee and who is substantially dependent on the Employee. Dependant also includes a Child of the Employee who does not ordinarily live with the Employee but for whom the Employee provides substantial financial support.

**Employee** means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this Agreement (whether full time, part-time or casual, ongoing or non-ongoing).

**Employee Representative** means a person (whether an Employee or not) elected or chosen by an Employee, or elected or chosen by a group of Employees in a workplace, to represent the individual and/or collective views of those Employees in relation to a matter under this Agreement.

**EL Employee** means an Employee at the Executive Level Classification.

**Family** means:

- a. a Partner or former Partner of the Employee;
- b. a Child, parent, grandparent, grandchild, or sibling of the Employee;
- c. a Child, parent, grandparent, grandchild, or sibling of a Partner or former Partner of the Employee;
- d. a member of the Employee's household;
- e. a person with whom the Employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the Employee belongs, or
- f. a person who the CEO is satisfied has a strong familial affinity with the Employee.

**Family and Domestic Violence** has the same meaning as in section 106B(2) of the FW Act.

**Full-time Employee** means an Employee employed to work an average of 37 hours and 30 minutes per week in accordance with this Agreement.

**FW Act** means the *Fair Work Act 2009* as amended from time to time.

**General Broadband** means the group of duties allocated to one or more APS Classifications – ie, APS 1-3 and APS 4-6 as reflected in Attachment A – Table 1: General Broadband salary rates.

**Government Lawyer Broadband** means the group of duties allocated to one or more Government Lawyer Classifications – ie, APS 3-EL 1 as reflected in Attachment A – Table 2: Government Lawyer Broadband salary rates.

**Graduate** means an Employee allocated the Classification of Graduate APS in accordance with the *Public Service Classification Rules 2000*. Graduates undertake a structured program of training and work placements.

**Hard Barrier** means a break between two Classifications where the only mechanism for advancement is through an open merit based selection process.

**Long Service Leave Act** means the *Long Service Leave (Commonwealth Employees) Act 1976*.

**Manager** means an Employee's direct Manager who is usually the person to whom an Employee reports on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.

**ML Act** means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

**Non-ongoing Employee** means an Employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

**NES** means the National Employment Standards at Part 2-2 of the FW Act.

**Official Travel** means travel that an Employee is requested to undertake in performance of their duties for Safe Work Australia.

**Ongoing Employee** means an employee engaged under section 22(2)(a) of the PS Act.

**Ordinary Hours, Duty or Work** means an Employee's usual hours worked in accordance with this Agreement and does not include additional hours.

**Parliamentary Service** means employment under the *Parliamentary Service Act 1999*.

**Partner** means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

**Part-time Employee** means an Employee whose Ordinary Hours are less 37 hours and 30 minutes per week in accordance with this Agreement.

**Performance Assessment Cycle** means the period commencing on 1 July and ending on 30 June each year.

**Primary Caregiver** for the purposes of the Parental Leave clause means a pregnant Employee with an entitlement under the ML Act, or an Employee other than a Casual Employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

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

**Relevant Employee** means an Affected Employee.

**Secondary Caregiver** for the purposes of the Parental Leave clause means an Employee, other than a pregnant Employee or casual Employee, who has secondary care responsibility

for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

**Settlement Period** means the 28 day period beginning on a pay Thursday.

**Soft Barrier** means a point within a Broadband where successful assessment against relevant criteria is required prior to advancement to another Classification within the Broadband.

**Standard Hours** has the meaning provided in clause 100.

**Training Broadband** means the group of duties allocated to one or more Training Classifications – ie, APS1-4 as reflected in Attachment A, Table 3: Training broadband salary rates.

**Training Classification** means the Classifications listed in Schedule 2 to the *Public Service Classification Rules 2000*.

**Transition Date** means the date, on or before 1 January 2026, agreed with the Agency's payroll provider for transition to daily accrual of Personal/Carer's Leave.

## Usual location of work

17. The Employee's usual location of work will be the designated office location identified in the Employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the Agency Head may specify a designated office location by advising the Employee in writing. The Agency and Employee may agree to vary the Employee's designated office location on a temporary or permanent basis.

## Section 2: Remuneration

### Salary

18. Salary rates will be as set out in Attachment A – Base salaries of this Agreement.
19. The base salary rates in Attachment A, include the following increases:
  - a. 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
  - b. 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
  - c. 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
20. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in Attachment A – Base Salaries were calculated based on base salary rates as at 31 August 2023.

## Payment of salary

21. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the Employee's choice, based on their annual salary using the following formula:

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

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12 year period.

## Salary setting

### Salary on engagement in the Agency or movement to the Agency

22. Where an Employee is engaged, moves to, or is promoted in the Agency, the Employee's salary will be paid at the minimum of the salary range of the relevant Classification, unless the CEO determines a higher salary within the relevant salary range under these salary setting clauses.
23. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant Classification and the date of effect at any time.
24. In determining a salary under these salary setting clauses, the CEO will have regard to relevant factors including the Employee's experience, qualifications and skills.
25. Where an Employee commences ongoing employment in the Agency immediately following a period of non-ongoing employment in the Agency for a specified term or task, the CEO will determine the payment of the Employee's salary within the relevant salary range of the relevant Classification which recognises the Employee's prior service as a non-ongoing Employee in the Agency.
26. Where an Employee commences ongoing employment in the Agency immediately following a period of casual employment in the Agency, the CEO will determine the payment of salary within the relevant salary range of the relevant Classification which recognises the Employee's prior service as a casual Employee in the Agency.
27. Where an APS Employee moves to the Agency at level from another APS Agency, and their salary is above the maximum of the salary range for their Classification, the CEO will maintain the Employee's salary at that level, until it is absorbed into the salary range for that Classification.
28. Where the CEO determines that an Employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

### Salary maintenance – existing Employees

29. If an Employee's salary on commencement of this Agreement is above the highest pay point for their Classification, the Employee's salary will be maintained until such time as a lower pay point meets or exceeds their salary. At that time, the Employee will be paid at that pay point.

### **Salary on reduction in Classification**

30. Where the Classification of an Employee is reduced, on either a temporary or ongoing basis, the CEO may determine the Employee's salary be reduced to a pay point in the lower Classification.
31. Where the reduction in Classification is at the request of the Employee, the Employee will be paid at the highest pay point of the lower Classification. The Employee will not be entitled to maintain their previous salary.

### **Salary for Government lawyers**

32. The CEO may determine that an Employee is to be paid under the Government Lawyer Broadband where the CEO is satisfied that:
  - a. the Employee is admitted as a solicitor of the High Court of Australia or the Supreme Court of a State or Territory, and
  - b. the extent to which the Employee's role involves legal work.
33. The CEO will determine the Employee's salary within the Government Lawyer Broadband salary range in accordance with the salary setting clauses.

## **Incremental advancement**

### **Salary advancement through Classifications**

34. On 15 August each year, an Employee who is not already at the top pay point for their Classification in Attachment A, Table 1 or Table 2, will advance to the next pay point for their Classification, if:
  - a. the Employee has performed 3 continuous months, or 6 months of aggregate, eligible service in the Agency at or above that Classification (including temporary performance of duties at that Classification) in the Performance Assessment Cycle for the financial year that has just been completed; and
  - b. the Employee's performance is satisfactory at the end of the Performance Assessment Cycle for the financial year that has just been completed.
35. Eligible service for salary advancement includes:
  - a. periods of paid leave and unpaid Parental Leave;
  - b. periods of unpaid leave that count as service; and
  - c. service while employed on a non-ongoing basis.
36. During a period of unpaid Parental Leave Employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid Parental Leave.

### **Salary advancement and temporary performance of duties at a higher Classification**

37. An Employee who temporarily performs duties at a higher Classification and who satisfies the criteria specified in clause 34 for both the higher and substantive Classification, is eligible for salary advancement at both Classifications.

38. Salary progression while acting at a higher Classification will be retained for future acting duties at, or promotion to, that Classification regardless of elapsed time.

#### **Salary advancement through the General Broadband and the Training Broadband**

39. An Ongoing Employee assigned a classification in the General Broadband or the Training Broadband may advance through Classifications in that Broadband where there are Soft Barriers.
40. Movement to a higher Classification in these Broadbands is not automatic and can only occur in accordance with Agency Policy.

#### **Salary advancement through Government Lawyer Broadband**

41. An Ongoing Employee assigned a classification in the Government Lawyer Broadband may advance up to a maximum of three incremental pay points in that Broadband where there are Soft Barriers.
42. Advancement through the Government Lawyer Broadband is not automatic and can only occur in accordance with Agency Policy.

### **Superannuation**

43. The Agency will make compulsory employer contributions as required by the applicable legislation and fund requirements.
44. Employer superannuation contributions will be paid on behalf of Employees during periods of paid leave that count as service.
45. The Agency will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the Agency's payroll system.
46. The Agency will provide an employer contribution of 15.4 per cent of the Employee's Fortnightly Contribution Salary (FCS) for Employees in the Public Sector Superannuation Accumulation Plan (PSSap) and Employees in other accumulation superannuation funds.
47. Employer contributions will be made for all Employees covered by this Agreement.
48. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

#### **Payment during unpaid Parental Leave**

49. Employer contributions will be paid on periods of unpaid Parental Leave in accordance with the requirements of the PSSap fund where the Employee is a member of the PSSap, and up to a maximum of 52 weeks where the Employee is a member of an accumulation fund other than PSSap.

### **Overpayments**

50. An overpayment occurs if the CEO (or the Agency) provides an Employee with an amount of money to which the Employee was not entitled (including but not limited to salary,



entitlements, allowances, travel payment and/or other amount payable under this Agreement).

51. Where the CEO considers that an overpayment has occurred, the CEO will provide the Employee with notice in writing. The notice will provide details of the overpayment.
52. If an Employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the Employee's response has been reviewed.
53. If, after considering the Employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the Agency in full by the Employee.
54. The CEO and the Employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the Employee's circumstances and any potential hardship to the Employee. The arrangement will be documented in writing.
55. The CEO and Employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment. Further information can be found in Agency Policy.
56. Interest will not be charged on overpayments.
57. Nothing in clauses 50 to 56 prevents:
  - a. the Agency from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - b. the Agency from pursuing recovery of the debt through other available legal avenues; or
  - c. the Employee or the Agency from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## **Salary Packaging**

58. Employees are entitled to access flexible salary packaging. Where an Employee takes up the option of flexible salary packaging on a 'salary sacrifice' basis, the Employee's salary for purposes of superannuation, severance and termination payments (and any other purpose) will be determined as if the flexible salary packaging arrangement had not been entered into.
59. Any fringe benefits tax incurred in relation to an Employee as a result of their salary packaging arrangement will be met by the individual Employee.
60. For more information, refer to Agency Policy.

## Section 3: Allowances and reimbursements

### Higher duties allowance

61. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any Employee temporarily occupying the role acting at a Classification level higher than their substantive Classification level.
62. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher Classification level, or a higher amount determined by the CEO.
63. Where an Employee is found to be eligible for salary advancement at their acting Classification level, they will receive an appropriate increase in the rate of higher duties allowance. The Employee's salary level will be retained for all future periods of acting regardless of elapsed time.
64. Where an Employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
65. Higher duties allowance will be payable while an Employee is acting at a higher Classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
66. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Workplace responsibility allowances

67. A workplace responsibility allowance will be paid where an Employee is appointed by the Agency or elected by eligible peers to one of the following roles:
  - a. First Aid Officer;
  - b. Health and Safety Representative;
  - c. Emergency Warden;
  - d. Harassment Contact Officer; and
  - e. Mental Health First Aid Officer.
68. An Employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
69. The rate will be:

Rate from commencement of the Agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

- 70. The full workplace responsibility allowance is payable regardless of flexible work and part-time work arrangements.
- 71. An Employee’s physical availability to undertake the role will be considered by the Agency when appointing Employees to these roles.
- 72. Casual Employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.
- 73. More information can be found in Agency Policy.

### Community language allowance

- 74. A community language allowance will be paid where the CEO determines that an Employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the Employee meets the required level of competency set by the CEO. Further information is included in Agency policy.
- 75. The allowance is paid in accordance with the Employee’s level of competency:

**Table 1: Community language allowance rates**

Rate	Standard	Rate from commencement of the Agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An Employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication.	\$1,700 per annum	\$1,765 per annum	\$1,825 per annum
2	An Employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

Rate	Standard	Rate from commencement of the Agreement	Rate from 13 March 2025	Rate from 12 March 2026
	body approved by the CEO.			

- 76. The allowance is calculated annually and paid fortnightly.
- 77. The full allowance is payable regardless of flexible work and part-time arrangements.
- 78. The allowance is payable during periods of paid leave.
- 79. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## Section 4: Classifications and broadbands

### Graduates

80. Graduates engaged after commencement of this agreement will be engaged at the APS 4 Classification and be paid at the lowest pay point of the APS 4 Classification in the Training Broadband unless the CEO determines otherwise.
81. On successful completion of the Graduate Program, the CEO will determine that the Employee be paid under either the General Broadband or the Government Lawyer Broadband.
82. Subject to satisfaction of the requirements set out in Agency Policy, Graduates will be allocated the APS 5 Classification in the relevant Broadband. The salary will be the lowest pay point of the APS 5 Classification of the relevant Broadband unless the CEO determines otherwise and in accordance with the salary setting clauses.
83. If a Graduate does not successfully complete the Graduate Program, they will remain an APS 4 and be paid under the relevant Broadband.

### Transitional Arrangements

84. Employees engaged prior to the commencement of this agreement using the Graduate APS training classification will, on successful completion of the graduate program, be moved to the APS4 classification within the Training Broadband. The CEO will then determine that the Employee be paid under either the General Broadband or the Government Lawyer Broadband.

### Work Level Standards

85. The APS Work Level Standards continue to operate and describe the work at each of the Classification levels in this Agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.

### Agency Broadbands

86. The Agency has three Broadbands – General Broadband, Government Lawyer Broadband and Training Broadband.

## **Section 5: Working hours and arrangements**

### **Job security**

#### **Commitment to ongoing employment and rebuilding APS capacity**

87. The APS is a career-based public service. In its engagement decisions, the Agency recognises that the usual basis for engagement is as an ongoing APS employee.

#### **Reporting**

88. Where a consultative committee is in place, the Agency will report to the Agency consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of Ongoing Employees, Non-ongoing Employees and Casual Employees engaged by the Agency.

#### **Pathways to permanency**

89. The Agency will comply with the casual conversion provision of the FW Act. In addition, the Agency recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

### **Casual (irregular or intermittent) employment**

90. A decision to expand the use of Casual Employees is subject to Section 10 [Consultation, representation and dispute resolution] of this Agreement.
91. The Agency will regularly review the working arrangements of Casual Employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
92. Remuneration for Casual Employees is on an hourly basis. A Casual Employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this Agreement.
93. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including Long Service Leave in accordance with the Long Service Leave Act and leave for Family and Domestic Violence support.
94. A Casual Employee shall be engaged for a minimum of 3 hours per engagement or must be paid for a minimum of 3 hours at the appropriate casual rate.
95. A Casual Employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## **Non-ongoing employment**

96. Non-ongoing Employees will generally have the same terms and conditions of employment as Ongoing Employees under this Agreement's terms, except:
  - a. Personal/Carer's Leave accrual (refer to Section 6 [Leave]), and
  - b. redundancy provisions in the Redeployment, Retraining, Redundancy part of Section 11 [Separation and Retention], subject to clause 97.
97. If the Non-ongoing Employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at Redeployment, Retraining, Redundancy part of Section 11 [Separation and Retention] will apply.
98. If the redundancy provisions apply to an Employee under clause 96.b), the Agency must adhere to the consultation requirements at Section 10 [Consultation, Representation and Dispute Resolution] and, where applicable, the consultation provisions in the Redeployment, Retraining, Redundancy part of Section 11 [Separation and Retention]

## **Working hours**

### **Full-time Employees**

99. The Ordinary Hours for a Full-time Employee are 37 hours and 30 minutes each week, with a total of 150 hours per Settlement Period. This translates to 7 hours and 30 minutes per day from Monday to Friday, within the Bandwidth of 7:00 am to 7:00 pm.
100. Standard Hours for the purposes of leave, attendance (including Flex Time) and payment of salary is 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm Monday to Friday, except where a Public Holiday occurs.
101. Where a Full-time Employee has a written agreement in place with the CEO to work another pattern of hours within the Bandwidth different to the Standard Hours, those hours are their Ordinary Hours.

### **Part-time Employees**

102. A Part-time Employee is an Employee who has an agreement in writing with the CEO to vary their Ordinary Hours to be less than those specified in clause 99 and in an agreed pattern of hours. Agreed part-time hours must be within the Bandwidth.
103. A Part-time Employee's pattern of hours must be no less than three consecutive hours on any agreed working day unless otherwise agreed by the CEO.

### **Hours of work and attendance**

104. An Employee must work their Ordinary Hours, unless otherwise agreed in writing by the CEO.
105. For an Employee at the APS 6 Classification or below, hours actually worked may be averaged over the Settlement Period for the purpose of determining flex debit/credit carry over, with the agreement of the Employee's Manager.

106. An Employee must not work more than five hours without an unpaid meal break of at least thirty minutes.
107. An Employee must not work more than ten hours per day unless directed to do so by the CEO. The calculation of ten hours does not include travel time.

#### **Unapproved absences**

108. Where an Employee is absent from duty without approval, the Employee is not entitled to remuneration, including salary, and other benefits under this Agreement. An unapproved absence will not count as service for any purpose.
109. Amounts paid to an Employee in respect of an unapproved absence are overpayments and the Agency will recover those amounts in accordance with clauses 50 to 57, the FW Act and the Agency's Accountable Authority Instructions.

#### **Rest breaks**

110. Employees should not commence work on any day without having at least a minimum eight hour break, plus reasonable travelling time, from the previous day's work.
111. Where the CEO requires an Employee to resume or continue work without having had a minimum break, the Employee will be paid at double the hourly rate for the hours worked, until they have had an eight hour continuous break.
112. Where all or some of the Employee's minimum 8 hour break occurs during their Ordinary Hours, the Employee will be considered to have worked during this time and the Employee will not lose pay for the absence.

#### **Flex for APS 1-6 classifications**

113. Flex Time is available to all Employees engaged at or below the APS 6 classification. For more information, refer to the Safe Work Australia Flex Time Guidelines.
114. Eligible Employees may accumulate Flex Time within the Bandwidth. All Employees engaged at or below the APS 6 classification must record their hours of work daily on commencing and ceasing work in the manner stipulated by the Agency.
115. A flex credit occurs where an eligible Employee accumulates hours in excess of their Ordinary Hours. For a Full-time Employee, a maximum of 37 hours and 30 minutes flex credit may be accumulated and carried over into the next Settlement Period. For a Part-time Employee, a maximum flex credit that is equal to their weekly Ordinary Hours may be accumulated and carried over to the next Settlement Period.
116. A flex debit occurs where an eligible Employee works less time than their Ordinary Hours. For a Full-time Employee, a maximum of 22 hours and 30 minutes flex debit can be accumulated and carried over to the next Settlement Period. For a Part-time Employee, a maximum flex debit that is equivalent to 60 per cent of their weekly Ordinary Hours can be accumulated and carried over to the next Settlement Period.
117. Any flex debit will be deducted from a person's final monies if they cease to work for the Agency in accordance with the FW Act and the Agency's Accountable Authority Instructions.



118. Flex leave is where an eligible Employee is absent with their Manager's approval on any given day or part day and is not on any other form of leave. A Full-time Employee may use up to the equivalent of five days flex leave or incur up to three days flex debit in a Settlement Period (pro-rata for Part-time Employees). Flex leave requires prior approval from the Employee's Manager, and reasonable notice is required.
119. Where there is insufficient work, the CEO may direct an Employee not to work time in addition to their Ordinary Hours.
120. Where the CEO considers that the Employee's attendance is unsatisfactory or that the Employee is misusing Flex Time, the CEO may direct the Employee to work Standard Hours or, for a Part-time Employee, their Ordinary Hours within the Standard Hours for a period of time specified by the CEO.

### **Executive Level Time Off in Lieu (EL TOIL)**

121. EL Employees are sometimes required to work reasonable additional hours. Consistent with the NES, Employees may refuse to work unreasonable additional hours.
122. EL Employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the Agency and in accordance with Agency policy .
123. A Manager is to grant TOIL in recognition of reasonable additional hours worked in accordance with Agency policy. TOIL granted to Employees can be taken as whole or part days.
124. The working arrangements for an EL Employee should be agreed through discussion between the Manager and the EL 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 personal life.
125. An EL Employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL Employee and their Manager.
126. The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
127. Requests from EL Employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

### **Overtime and restriction**

128. An Employee at or below the APS 6 Classification is eligible for overtime in accordance with clauses 130 to 135.
129. EL Employees will only be entitled to be paid overtime in accordance with clauses 130 to 135 in special circumstances and with the approval of the CEO.
130. An eligible Employee who is directed by the CEO to work overtime on a Saturday, Sunday, public holiday or between 5:30 pm and 8:30 am, unless those hours are included in the

Employee's Ordinary Hours, is entitled to be paid for the hours worked on the following basis:

- a. **Monday to Saturday:** one and a half times the Employee's hourly rate for the first three hours each day and double the hourly rate thereafter.
  - b. **Sunday:** double the Employee's hourly rate.
  - c. **Public Holiday:** two and a half times the Employee's hourly rate.
131. Overtime payments will be calculated using base salary and any higher duties allowance payable at the time overtime was worked.
  132. If an eligible Employee is directed to work overtime for a period which is not continuous with the Employee's Ordinary Hours, the Employee will be entitled to be paid for a least 4 hours, even if the period actually worked is less than 4 hours.
  133. However, where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an eligible 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.
  134. Payment of overtime to an eligible Employee is instead of, not in addition to, an accrual of flex credits for the purposes of Flex Time or, for an EL Employee, the accrual of TOIL.
  135. Where an eligible Employee entitled to overtime rates requests, the CEO may agree to give the Employee paid time off (at the relevant overtime rate) in lieu of all or part of an overtime payment for the hours of overtime worked.

#### **Overtime Meal Allowance**

136. Where an eligible Employee at or below the APS 6 Classification is directed to work at least three hours in excess of their Ordinary Hours, they will receive a meal allowance of \$32.61. Where such an Employee works a further five hours on a Saturday, Sunday or Public Holiday, they will receive an additional meal allowance of \$32.61. Overtime Meal Allowance is payable regardless of whether the directed overtime is compensated as paid overtime or as Flex Time at overtime rates.
137. Where an EL Employee is entitled to paid overtime, they may also receive a meal allowance of \$32.61 but only where they have been directed to work at least three continuous additional hours outside their Ordinary Hours.
138. Where an EL Employee is supervising eligible Employees on overtime who are entitled to the payment of a meal allowance, the EL Employee will also be entitled to the payment of a meal allowance.

#### **Emergency duty and additional childcare costs**

139. The CEO may direct an Employee who has worked their Ordinary Hours and ceased duty on a given day to return to duty. This is known as Emergency Duty.
140. An Employee engaged at or below the APS 6 Classification who undertakes Emergency Duty and who has not received overtime in accordance with this Agreement, will be entitled to a

base payment of two hours (which includes reasonable travel time) at double the hourly rate. An EL Employee who undertakes Emergency Duty will be entitled to a base payment of two hours (which includes reasonable travel time) at double the hourly rate in special circumstances with the approval of the CEO.

141. Employees who undertake Emergency Duty are also entitled to reimbursement for childcare costs where those costs are incurred as a necessary consequence of undertaking Emergency Duty and could not reasonably have been avoided by the Employee.

## **Flexible working arrangements**

142. The Agency, Employees and their union recognise:
- a. the importance of an appropriate balance between Employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - b. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - c. access to flexible work supports APS capability, and can assist in attracting and retaining the Employees needed to deliver for the Australian community, including Employees located at a wider range of locations;
  - d. that flexibility applies to all roles in the Agency, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
143. The Agency is committed to engaging with Employees and their union to build a culture that supports flexible working arrangements across the Agency at all levels. This may include developing and implementing strategies through an Agency Employee Consultative Forum.
144. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

### **Requesting formal flexible working arrangements**

145. The following provisions do not diminish an Employee's entitlement under the NES.
146. An Employee may make a request for a formal flexible working arrangement.
147. The request must:
- a. be in writing;
  - b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

148. The CEO must provide a written response to a request within 21 days of receiving the request.
149. The response must:
- a. state that the CEO approves the request and provide the relevant detail in clause 150; or
  - b. if following discussion between the Agency and the Employee, the CEO and the Employee agree to a change to the Employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - c. state that the CEO refuses the request and include the following matters:
    - i. details of the reasons for the refusal; and
    - ii. set out the Agency's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - iii. either:
      1. set out the changes (other than the requested change) in the Employee's working arrangements that would accommodate, to any extent, the Employee's circumstances outlined in the request and that the Agency would be willing to make; or
      2. state that there are no such changes; and
    - iv. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of this Agreement, and if the Employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.
150. Where the CEO approves the request, this will form an arrangement between the Agency and the Employee. Each arrangement must be in writing and set out:
- a. any security and work health and safety requirements;
  - b. a review date (subject to clause 154); and
  - c. the cost of establishment (if any).
151. The CEO may refuse to approve the request only if:
- a. the Agency has discussed the request with the Employee; and
  - b. the Agency has genuinely tried to reach an Agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances (subject to any reasonable business grounds for refusal); and
  - c. the Agency and the Employee have not reached such an Agreement; and
  - d. the Agency has had regard to the consequences of the refusal for the Employee; and

- e. the refusal is on reasonable business grounds.
152. Reasonable business grounds include, but are not limited to:
- a. the new working arrangements requested would be too costly for the Agency;
  - b. there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested;
  - c. it would be impractical to change the working arrangements of other Employees, or to recruit new Employees, to accommodate the new working arrangements requested;
  - d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
153. For First Nations Employees, the Agency must consider connection to country and cultural obligation in responding to requests for altering the location of work.
154. Approved flexible working arrangements will be reviewed by the Agency and the Employee after 12 months, or a shorter period, if agreed by the Employee. This is to ensure the effectiveness of the arrangement.

*Varying, pausing or terminating flexible working arrangements*

155. An Employee may request to vary an approved flexible working arrangement in accordance with clause 147. An Employee may request to pause or terminate an approved flexible working arrangement.
156. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 158.
157. The Agency must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the Agreement of the Employee, having regard to the circumstances of the Employee. Exceptions to this requirement are urgent and critical operational circumstances or an Employee's demonstrated and repeated failure to comply with the agreed arrangements.
158. Prior to the CEO varying, pausing or terminating the arrangement under clause 156 the Agency must have:
- a. discussed with the Employee their intention to vary, pause or terminate the arrangement with the Employee;
  - b. genuinely tried to reach an Agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances (subject to any reasonable business grounds for alteration);

- c. had regard to the consequences of the variation, pause or termination for the Employee;
  - d. ensured the variation, pause or termination is on reasonable business grounds; and
  - e. informed the Employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 149.c.
159. The effect of varying, pausing or terminating a flexible working arrangement will be set out in Agency policy.

#### *Working from home*

160. The Agency will not impose caps on groups of Employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
161. The Agency may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
162. An Employee working from home is covered by the same employment conditions as an Employee working at an office site under this Agreement.
163. The Agency will provide Employees with guidance on working from home safely.
164. Employees will not be required by the Agency to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the Agency will consider the circumstances of the Employees and options to achieve work outcomes safely.

#### *Ad-hoc arrangements*

165. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short term arrangements for circumstances that are not ongoing.
166. Employees should, where practicable, make the request in writing and provide as much notice as possible.
167. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 145 to 154.
168. The Agency should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the Employee's circumstances and reasonable business grounds.
169. Where a regular pattern of requests for ad-hoc arrangements from an Employee emerges, the Agency should consider whether it is appropriate to seek to formalise the arrangement with the Employee.

#### *Altering span of hours*

170. An Employee may request to work an alternative regular span of hours (Bandwidth hours). If approved by the CEO, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The Agency will not request or require that any Employee alter their regular span of hours (Bandwidth hours) under these provisions.

## **Range of locations of work**

171. The CEO may approve an Employee working from another location.

## **Part-time work (no unilateral conversion)**

172. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
173. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
174. At the expiry of the part-time agreement, an Employee has the right to return to full-time work. An Employee may return to full-time work earlier with the agreement of the CEO.
175. The Agency may engage an Employee on an ongoing part-time basis. An Employee engaged on an ongoing part-time basis does not have an automatic right to increase their part-time hours or access full-time hours, but can request this. Any such request is subject to approval by the CEO.
176. Unless otherwise agreed between an Employee and the CEO, remuneration and other benefits for Part-time Employees will be calculated on a pro-rata basis. However, this does not apply to Long Service Leave (which is provided and administered in accordance with the Long Service Leave Act) or expense related allowances or reimbursements.

## **Christmas closedown**

177. The Agency will close its normal operations from 12:30 pm on the last working day before Christmas Day with operations resuming on the first working day following the first day of January; this is Christmas Closedown.
178. An Employee is not required to work during Christmas Closedown, unless directed otherwise by the CEO.
179. Payment for absences on working days during Christmas Closedown will be made in accordance with Employees' Ordinary Hours, unless the Employee is absent on Long Service Leave or Maternity Leave. In that case, payment for Christmas Closedown will be in accordance with the entitlement, if any, for that form of leave
180. With the exception of Long Service Leave and Maternity Leave, there will be no deduction from leave credits during Christmas Closedown.
181. If an Employee is directed by the CEO to work during Christmas Closedown, they will be entitled to overtime, or where agreed, equivalent Flex Time for those working hours, or if they are an Executive Level Employee, TOIL on an hour-for-hour basis.
182. An absence during Christmas Closedown by an Employee who would normally be working their Ordinary Hours will count as service for all purposes.

## Public holidays

183. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- a. 1 January (New Year's Day);
  - b. 26 January (Australia Day);
  - c. Good Friday and the following Monday;
  - d. 25 April (Anzac Day);
  - e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - f. 25 December (Christmas Day);
  - g. 26 December (Boxing Day); and
  - h. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
184. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
185. 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.
186. The CEO and an Employee may agree to substitute a cultural or religious day of significance to the Employee for any day that is a prescribed holiday. If the Employee cannot work on the prescribed holiday, the Employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an Employee's entitlement to First Nations Ceremonial Leave, NAIDOC Leave or Cultural Leave.
187. Where an Employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
188. Where a public holiday falls during a period when an Employee is absent on leave (other than Annual Leave, paid Personal/Carer's Leave or Defence Service Sick Leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on Long Service Leave on half pay, payment is at half pay.)
189. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the Employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the Employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 183.ato 183.h



190. An Employee, who is absent on a day or part day that is a public holiday in their normal work location, 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 Employee would not normally have worked on that day.
191. Where a time Full-time Employee, including but not limited to Employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the Employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the Employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## **Section 6: Leave**

### **Annual Leave**

192. A Full-time Employee is entitled to four weeks' (20 days) paid Annual Leave for each year of service. Annual Leave for Part-time Employees accrues on a pro-rata basis based on their Ordinary Hours.
193. Annual Leave accrues daily, is credited monthly and accumulates from year to year. Annual Leave may be taken at full or half pay. However, unless approved by the CEO, leave may not be taken at half pay where the Employee has an excessive Annual Leave balance as defined in clause 200.
194. Annual Leave including leave taken at half pay counts as service for all purposes. Where an Employee takes leave at half pay, deductions from leave credits will also be halved for the duration of the leave.
195. Annual Leave may be accessed at any time, subject to operational requirements and the approval of the Employee's Manager.
196. The CEO may direct an Employee to take Annual Leave where the direction is reasonable. This would generally include where the Employee has an excessive Annual Leave balance and has no upcoming leave which will reduce that balance.
197. Employees will receive payment in lieu of any untaken Annual Leave upon separation from the APS.
198. Annual Leave will be managed in accordance with Agency Policy.

### **Cancellation of leave and recall to duty from leave**

199. Where an Employee's leave is cancelled by the CEO, or the Employee is recalled to work from leave:
  - a) the CEO will authorise reimbursement of reasonable travel costs and other incidental or unavoidable costs or expenses not otherwise recoverable under insurance or from another source; and
  - b) the CEO may authorise the recognition of travel time as Ordinary Hours; and

- c) all untaken leave will be re-credited.

### **Excess Annual Leave**

- 200. An excessive Annual Leave balance means the equivalent of two or more years of leave accrual.
- 201. Excess Annual Leave will be managed in accordance with Agency Policy.

### **Cashing Out of Annual Leave**

- 202. An Employee may request to cash out Annual Leave. The CEO may approve requests to cash out Annual Leave subject to the following conditions:
  - a. Annual Leave must not be cashed out if the cashing out would result in the Employee's remaining Annual Leave balance being less than four weeks,
  - b. each cashing out of Annual Leave must be by a separate agreement in writing between the Agency and the Employee, and
  - c. the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.
- 203. The CEO will not approve requests to cash out Annual Leave in accordance with clause 202 unless the Employee takes at least ten days Annual Leave at the same time or has taken a block of ten days Annual Leave (pro rata for Part-time Employees) in the same calendar year.

### **Purchased Leave**

- 204. Subject to clause 205 and with the approval of the CEO, an Employee may purchase up to eight weeks additional Annual Leave or up to twelve weeks additional Annual Leave for sabbatical purposes per calendar year (pro-rata for Part-time Employees). This is known as Purchased Leave.
- 205. An Employee is not entitled to Purchased Leave if they have an excessive Annual Leave balance as defined in clause 200.
- 206. Purchased Leave cannot be taken at half pay.
- 207. An Employee who accesses Purchased Leave cannot take Annual Leave at half pay in the same calendar year.
- 208. Purchased Leave counts as service for all purposes.

### **Personal/Carer's Leave**

#### **Entitlement to Personal/Carer's Leave**

- 209. Full-time Ongoing Employees are entitled to 18 days of paid Personal/Carer's Leave per year of service (pro-rata for Part-time Employees), credited on 1 January each year.
- 210. Personal/Carer's Leave at half pay may be approved by the CEO.
- 211. Personal/Carer's Leave counts as service for all purposes.

212. Where an Employee, including a Casual Employee, has exhausted their paid Personal/Carer's Leave entitlements they may take two days unpaid leave for each occasion where a member of their Family requires care or support because of an illness or an injury, or an unexpected emergency or special circumstance affecting the member.

**Accrual of Personal/Carer's Leave for Employees who commence in the Agency before the Transition Date**

213. An Ongoing Employee who commences in the Agency between 12 to 24 months prior to the Transition Date will be credited their paid Personal/Carer's Leave entitlement on commencement. On 1 January in the year following their commencement, the Employee will be credited with a pro-rata amount of paid Personal/Carer's Leave equivalent to their length of service in the Agency in their commencement year.
214. Non-ongoing Employees will:
- a. be credited seven days paid Personal/Carer's Leave on commencement in the Agency, provided they do not have an existing Personal/Carer's Leave entitlement that has been recognised, then
  - b. accrue paid Personal/Carer's Leave progressively throughout their first year of service, up to a maximum of 18 days (including the initial seven days), then
  - c. be credited 18 days Personal/Carers leave after each 12 months' of service, pro-rated if the remaining period of the contract is less than 12 months.

**Accrual of Personal/Carer's Leave from for Employees who commence after the Transition Date**

215. An Ongoing Employee who commences in the Agency on or after the Transition Date:
- a. will be credited their paid Personal/Carer's Leave entitlement on commencement, and
  - b. after 12 months, the Ongoing Employee's Personal/Carer's Leave will accrue daily.
216. From the Transition Date:
- a. Non-ongoing Employees will be credited their paid Personal/Carer's Leave entitlement on commencement in the Agency, provided they do not have an existing Personal/Carer's Leave entitlement that has been recognised. The paid Personal/Carer's Leave entitlement is pro-rated based on the Employee's initial contract period, and is capped at 18 days.
  - b. For a Non-ongoing Employee who does not have an existing Personal/Carer's Leave entitlement that has been recognised by the Agency – their Personal/Carer's Leave will accrue daily from the earlier of:
    - i. the first day of any extension to the initial contract period, or
    - ii. the 12 month anniversary of the Non-ongoing Employee's commencement.
  - c. For a Non-ongoing Employee who has an existing Personal/Carer's Leave entitlement that has been recognised by the Agency – their Personal/Carer's Leave will accrue daily from the date of their commencement in the Agency,

217. Personal/Carer's Leave accrued on a daily basis will be credited at least monthly.

#### **Transitional arrangements**

218. From the Transition Date, an Ongoing Employee who commenced in the Agency 24 or more months prior to the Transition Date will accrue paid Personal/Carer's Leave daily.

219. From the Transition Date, an Ongoing Employee who commenced in the Agency between 12 to 24 months prior to the Transition Date:

- a. will accrue paid Personal/Carer's Leave daily, and
- b. will additionally be credited with a pro-rata amount of paid Personal/Carer's Leave equivalent to their length of service in the Agency in their commencement year on the 1 January in the year following their commencement, whether this occurs before or after the Transition Date.

220. For an Ongoing Employee who commenced in the Agency during the 12 months prior to the Transition Date, paid Personal/Carer's Leave will accrue on a daily basis from the 12 month anniversary of their commencement in the Agency.

221. A Non-ongoing Employee who commenced in the Agency during the 12 months prior to the Transition Date will accrue paid Personal/Carer's Leave daily from the earlier of:

- a. the first day of any extension to the contract period applicable on the Transition Date, or
- b. the 12 month anniversary of their commencement in the Agency.

222. Where an Employee:

- a. has, or cares for someone with, a chronic condition or other ongoing illness;
- b. is recovering from surgery;
- c. is pregnant; or
- d. is returning from Parental Leave or has a Child commencing day care;

and as a result of the transition to daily accrual of Personal/Carer's Leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take Personal/Carer's Leave, the CEO will advance the Employee's accrual up to the 12 month anniversary from when their leave would otherwise have been credited.

#### **Usage**

223. Personal/Carer's Leave may be taken when an Employee is absent:

- a. due to personal illness or injury;
- b. to attend appointments with a registered health practitioner;
- c. to manage a chronic condition; and/or
- d. to provide care or support for a Family member or a person they have caring responsibilities for, because:
  - i. of a personal illness or injury affecting the other person; or

- ii. of an unexpected emergency affecting the other person.
- e. due to special circumstances as approved by the CEO .

### **Carers**

224. A person that an Employee has caring responsibilities for may include a person who needs care because they:
- a. have a medical condition, including when they are in hospital;
  - b. have a mental illness;
  - c. have a disability;
  - d. are frail or aged; and/or
  - e. are a child, not limited to a Child of the Employee.

### **Evidence**

225. Evidence may be requested after:
- a. more than 3 consecutive days; and/or
  - b. more than 8 days without evidence in a calendar year.
226. acceptable evidence includes:
- a. a certificate from a registered health practitioner;
  - b. a statutory declaration; and/or
  - c. another form of evidence approved by the CEO.
227. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both Personal and Carer's Leave.

### **Portability of leave**

228. Where an Employee moves into the Agency from another APS Agency where they were an Ongoing Employee, the Employee's unused accrued Annual Leave and Personal/Carer's Leave will be transferred, provided there is no break in continuity of service.
229. Where an Employee is engaged in the Agency 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/Carer's Leave will be recognised unless the Employee received payment in lieu of those entitlements on cessation of employment.
230. Where an Employee is engaged as an Ongoing Employee in the Agency, and immediately prior to the engagement the person was employed as a Non-ongoing Employee (whether in the Agency or another), at the Employee's request, any unused accrued Annual Leave (excluding accrued leave paid out on separation) and Personal/Carer's Leave will be recognised.

231. Where an Employee is engaged as a Non-ongoing Employee, and immediately prior to the engagement the person was employed as a Non-ongoing Employee (whether in the Agency or another) at the Employee's request, any unused accrued Annual Leave (excluding accrued leave paid out on termination of employment) and Personal/Carer's Leave will be recognised.
232. Where a person is engaged as an Ongoing Employee in the Agency, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 229), the CEO will recognise any unused accrued Personal/Carer's Leave if the Employee requests. The CEO will advise the Employee of their ability to make this request.
233. Where an Employee is engaged as an Ongoing Employee in the Agency, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise some or all of the person's unused accrued Personal/Carer's Leave, provided there is not a break in service.
234. For the purposes of clauses 228 to 233, an Employee with a break in service of less than 2 months is considered to have continuity of service.

### **Leave without pay**

235. Where an Employee takes 30 days or more leave without pay in total in a calendar year:
  - a. the period of leave without pay does not count as service for any purpose, unless otherwise required by legislation, and
  - b. the Employee's next accrual of Annual Leave and paid Personal/Carer's Leave will be deferred by one day for each day's absence inclusive of the initial 30 days. This means that the Employee will not accrue Annual Leave and paid Personal/Carer's Leave for the days the Employee is absent.

### **Re-crediting of leave**

236. When an Employee is on:
  - a. Annual Leave;
  - b. Purchased Leave;
  - c. Defence Reservist Leave;
  - d. First Nations Ceremonial Leave;
  - e. NAIDOC Leave;
  - f. Cultural Leave; or
  - g. Long Service Leave; andbecomes eligible, under legislation or this Agreement, for:
  - a. Personal/Carer's Leave;

- b. Compassionate or Bereavement Leave;
- c. jury duty;
- d. Emergency Response Leave;
- e. leave to attend to Family and Domestic Violence circumstances; or
- f. Parental Leave, Premature Birth Leave, Stillbirth Leave or Pregnancy Loss Leave;

the affected period of leave will be re-credited.

237. When an Employee is on Personal/Carer's Leave and becomes eligible for Parental Leave, Premature Birth Leave, Stillbirth Leave or Pregnancy Loss Leave, the affected period of leave will be re-credited.
238. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

### **Long Service Leave**

239. An Employee is eligible for Long Service Leave in accordance with the Long Service Leave Act.
240. The minimum period for which Long Service Leave will be granted is *7 calendar days* (whether taken at full or half pay). Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clauses at 236 to 238 of this Agreement.

### **Miscellaneous Leave**

241. The CEO may approve Miscellaneous Leave with full pay, part pay or without pay for a purpose that the CEO considers to be in the interest of the Agency or the APS, or where the Employee is not otherwise entitled to leave under the NES or this Agreement. Unpaid Miscellaneous Leave will not count as service unless the CEO determines otherwise or if required by legislation.
242. Casual Employees may be provided with paid Miscellaneous Leave for the purposes of family and domestic violence support and otherwise by Government directive.

### **Cultural, ceremonial and NAIDOC Leave**

#### **NAIDOC Leave**

243. First Nations Employees may access up to one day of paid leave per calendar year, to participate in NAIDOC week activities.
244. NAIDOC Leave can be taken in part days.

#### **First Nations Ceremonial Leave**

245. First Nations Employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

- 246. The CEO may approve additional leave for cultural or ceremonial purposes as Miscellaneous Leave, with or without pay.
- 247. First Nations Ceremonial Leave can be taken as part days.
- 248. First Nations Ceremonial Leave is in addition to Compassionate and Bereavement leave.

#### **Cultural Leave**

- 249. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the Employee's particular faith or culture.
- 250. The CEO may approve additional leave for cultural purposes as Miscellaneous Leave, with or without pay.
- 251. Cultural Leave can be taken as part days.
- 252. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 245.

#### **Parental Leave**

- 253. An Employee who is a Primary Caregiver or Secondary Caregiver is entitled to Parental Leave up until 24 months from the date of the child's birth or placement (Parental Leave Period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The Parental Leave Period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An Employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular Parental Leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 254. For the pregnant Employee, the Parental Leave Period starts on commencement of Maternity Leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant Employee will be as required by the ML Act.
- 255. Conditions in this Agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide more beneficial Parental Leave entitlements included in this Agreement.

#### **Payment during Parental Leave**

- 256. An Employee is entitled to Parental Leave with pay as per clauses 258 and 259 below within the Parental Leave Period. Any further Parental Leave during the Parental Leave Period is without pay. Unused paid Parental Leave remaining at the end of the Parental Leave Period will lapse. An Employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this Agreement during the Parental Leave Period that would otherwise be without pay.
- 257. Employees newly engaged in the Agency or who have moved to the Agency from another APS Agency are eligible for the paid Parental Leave in clauses 258 and 259 where such paid leave had not already been provided by another APS Agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the



Employee with the previous Commonwealth employer or APS Agency is less than the limits specified in clauses 258 and 259, the balance is available to the Employee.

258. An Employee who is a Primary Caregiver is entitled to Parental Leave with pay during the Parental Leave Period to a maximum of 18 weeks as provided in **Table 1** below.

**Table 1: Primary Caregivers - circumstances for paid Parental Leave**

Paid leave entitlement under the ML Act	Additional Parental Leave with pay under this Agreement for the Primary Caregiver
12 weeks' paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid Parental Leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

259. An Employee who is a Secondary Caregiver is entitled to Parental Leave with pay during the Parental Leave Period as provided in **Table** below.

**Table 2: Secondary Caregivers - circumstances for paid Parental Leave**

Period which coincides with the Parental Leave Period for the Secondary Caregiver	Parental Leave with pay under this Agreement
Date of commencement of this Agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of Parental Leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of Parental Leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of Parental Leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of Parental Leave has already been provided

260. **Flexibility:** Parental Leave with pay, whether provided as Maternity Leave under the ML Act or under this Agreement, can be accessed flexibly during the Parental Leave Period and does not have to be taken in a single block. For the avoidance of doubt, Parental Leave can be used to replicate a Part-timework arrangement, and can be taken concurrently with another parent in relation to the same child.
261. **Rate of payment** during paid Parental Leave is the same as for an absence on Personal/Carer's Leave and based on the Employee's weekly hours at the time of the absence.

262. **Half-pay option.** The payment of any paid Parental Leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid Parental Leave counts as service for all purposes, where permitted by legislation.

#### **Adoption and long-term foster care**

263. An Employee who is a Primary Caregiver or Secondary Caregiver is entitled to Parental Leave in accordance with this Agreement for adoption or long-term foster care, provided that the child:

- a. is under 16 as at the day (or expected day) of placement;
- b. has not lived continuously with the Employee for a period of six months or more as at the day (or expected day) of placement; and
- c. is not (otherwise than because of the adoption) a child of the Employee or the Employee's Partner.

264. Documentary evidence of approval for adoption or enduring parental responsibilities or equivalent under formal fostering arrangements must be submitted when applying for Parental Leave for adoption or long-term foster care purposes.

#### **Stillbirth**

265. Parents of a stillborn child remain eligible for Parental Leave, except for paid leave for the Secondary Caregiver which is two weeks.

266. A stillborn child is a child:

- a. who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
- b. who has not breathed since delivery; and
- c. whose heart has not beaten since delivery.

#### **Pregnancy Loss Leave**

267. A pregnant Employee who experiences, or an Employee whose Partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

268. Pregnancy Loss Leave is in addition to entitlements to Compassionate Leave for miscarriage provided under the FW Act and this Agreement.

#### **Premature Birth Leave**

269. In circumstances of a live birth before 37 weeks' gestation a pregnant Employee, or an Employee whose Partner has given birth prematurely, is entitled to paid Premature Birth Leave from the date of the child's birth up to just before 37 weeks' gestation. Parental Leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental Leave in this Agreement, noting the Parental Leave period commences on the child's date of birth.

### **Transitional provisions**

270. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the Employee may postpone their paid Premature Birth Leave otherwise payable under clause 269 until after the legislated paid maternity leave is used.

### **Compassionate Leave**

271. Employees will be eligible for 3 days paid Compassionate Leave on each occasion when:
- a. a member of their Family or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - b. the Employee or their Partner has a miscarriage.
272. An Employee may be asked to provide evidence to support their absences on Compassionate Leave.
273. Compassionate Leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
274. For Casual Employees, Compassionate Leave is unpaid.

### **Bereavement Leave**

275. Employees will be eligible for 3 days paid Bereavement Leave on each occasion when:
- a. a member of their Family or someone they had a close personal relationship with dies; or
  - b. a child is stillborn, where the child was a member of their Family.
276. An Employee may be asked to provide evidence to support their absences on Bereavement Leave.
277. Bereavement Leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
278. For Casual Employees, Bereavement Leave is unpaid.

### **Emergency Response Leave**

279. In line with section 108 of the FW Act, an Employee who engages in an eligible community service activity is entitled to Emergency Response Leave to volunteer for emergency management duties for:
- a. the time engaged in the activity;
  - b. reasonable travelling time; and
  - c. reasonable recovery time.

280. Full-time and Part-time Employees may access 20 working days of paid Emergency Response Leave at their full rate of pay per year if required. The CEO may provide additional Emergency Response Leave with or without pay.
- a. For the purposes of this clause, full rate of pay is to be as if the Employee was at work.
281. Paid leave may be refused where the Employee's role is essential to the Agency's response to the emergency.
282. An Employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
283. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training related to emergency management duties.
284. Emergency Response Leave, with or without pay, will count as service.

### **Jury duty**

285. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
286. Full and Part-time Employees will be released from duty on their full rate of pay. Payment for Casual Employees will be as per the relevant state legislation.
- a. For the purposes of this clause, full rate of pay is to be as if the Employee was at work.
287. The Employee is required to inform their Manager before they are released from duty and provide evidence of the need to attend.
288. If the Employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must pay that amount to the Agency for the period of absence. This will be administered in accordance with the overpayments clause as appropriate.

### **Volunteer leave**

289. An Employee may be granted up to two days paid (and thereafter reasonable unpaid) Volunteer Leave each calendar year to volunteer with community organisations. Paid leave will not be available to attend ceremonial functions unless the organisation certifies in writing that the Employee is required to attend as part of their duties.
290. The amount of additional unpaid leave granted will take account of operational requirements.

### **Defence Reservist Leave**

291. The CEO will give an Employee leave with or without pay to undertake:

- a. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS);  
and
  - b. Australian Defence Force Cadet obligations.
292. An Employee who is a Defence Reservist may take leave with pay for:
- a. up to 4 weeks (20 days) in each financial year (pro-rata for Part-time Employees);  
and
  - b. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for Part-time Employees).
293. Leave may be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
294. An Employee who is an Australian Defence Force Cadet officer or instructor may take paid leave for up to 3 weeks in each financial year to perform their Cadet duties. Australian Defence Force Cadet means:
- a. Australian Navy Cadets;
  - b. Australian Army Cadets; and
  - c. Australian Air Force Cadets.
295. In addition to the entitlement at clause 292, paid leave may be granted to an Employee to attend an interview or medical examination in connection with the enlistment of the Employee in a Reserve Force of the Defence Force.
296. Paid Defence Reservist Leave counts for service.
297. Unpaid Defence Reservist Leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
298. Unpaid leave taken over 6 months counts as service, except for Annual Leave.
299. An Employee will not need to pay their tax free ADF Reserve salary to their Agency for any reason.

## **Defence Service Sick Leave**

300. An Employee is eligible for Defence Service Sick Leave credits when the Department of Veterans Affairs (DVA) has certified that an Employee's medical condition is as a result of either:
- a. war-like service; or
  - b. non-war like service.
301. An eligible Employee may receive 2 types of credits:
- a. an initial credit of 9 weeks (45 days) Defence Service Sick Leave will apply as of the later below option:
    - i. they start employment with the APS;

- ii. DVA certifies the condition; or
  - b. an annual credit of 3 weeks (15 days) Defence Service Sick Leave.
- 302. An Employee may use their Defence Service Sick Leave when a recognised medical practitioner certifies that they were absent due to their DVA certified medical condition.
- 303. Unused annual credits may be built up to 9 weeks.
- 304. An Employee cannot use annual credits until the initial credit is exhausted.
- 305. Defence Service Sick Leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

- 306. An Employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 307. An Employee who is not covered under clause 306, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the Employee and the Agency.
- 308. An Employee may otherwise be granted paid or unpaid Miscellaneous Leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the Employee may instead elect to use accrued Annual Leave, Flex Leave or TOIL.
- 309. The CEO may refuse to release an Employee from duty having regard to business requirements and whether the Employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## **Section 7: Employee support and workplace culture**

### **Blood donation**

310. An Employee can take reasonable time away from duty during their Ordinary Hours to donate blood, plasma or platelets. This includes reasonable travel time and Employees will be considered on duty.
311. The Employee must inform their Manager in advance of when they will be away from work before donating blood, plasma or platelets.

### **Vaccinations**

312. The Agency will offer annual influenza vaccinations to all Employees at no cost.
313. Where the Agency requires an Employee performing a role to be vaccinated for a particular condition, this vaccination will be provided at no cost to the Employee.

### **Annual Health Reimbursement**

314. To assist in the promotion of good health, the Agency will reimburse eligible Employees for personal health related expenditures up to a value of \$238 per calendar year.
315. For the purposes of clause 314, an Employee is eligible where:
  - a. the Employee has been with the Agency for three or more consecutive months at the time of application for reimbursement
  - b. the Employee has not already received an Annual Health Reimbursement in the Agency for the calendar year
  - c. the Employee has not received reimbursement for the goods or services by another person or organisation, and
  - d. the goods or services were paid for by the Employee in the calendar year and the Employee has a copy of the official receipt.
316. Examples of items that will ordinarily qualify as bona fide expenditures include, but are not limited to, gym memberships, quit smoking programs, swimming pool fees, health and fitness testing and activities, sporting equipment, dietary and good eating programs and dental check-ups not met by the Employee's health fund.

### **Loss and Damage Reimbursement**

317. The CEO may approve reimbursement to an Employee for loss or damage to clothing or personal effects which occurred in the course of the Employee's duties including official travel. The Employee is required to provide the CEO with reasonable evidence of the loss or damage to the clothing or personal effects.

## **Employee Assistance Program**

318. Employees, their Partners, and their dependants/children will have access to a confidential, professional counselling service to assist Employees to manage personal and work issues. This service will be provided at no cost to Employees by the Agency and will be accessible on paid time.

## **Respect at work**

### **Principles**

319. The Agency values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The Agency recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
320. The Agency recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

### **Consultation**

321. The Agency will consult with Employees and their unions and/or other representatives in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

## **Family and Domestic Violence support**

322. The Agency will provide support for Employees affected by Family and Domestic Violence, depending on the Employee's circumstances.
323. The Agency recognises that a holistic approach should be taken to support the Employee, appropriate for the Employee's individual circumstances.
324. Family and Domestic Violence support provisions, including paid leave, are available to all Employees covered by this Agreement.
325. An Employee experiencing Family and Domestic Violence support is able to access paid Miscellaneous Leave. Reasons an Employee experiencing Family and Domestic Violence may access this leave include, but are not limited to:
- a. illness or injury affecting the Employee resulting from Family and Domestic Violence;
  - b. providing care or support to a Family member who is also experiencing Family and Domestic Violence, and is ill or injured as a result of Family and Domestic Violence;
  - c. providing care or support to a Family member who is also experiencing Family and Domestic Violence, and is affected by an unexpected emergency as a result of Family and Domestic Violence;



- d. making arrangements for the Employee's safety, or the safety of a close relative;
  - e. accessing alternative accommodation;
  - f. accessing police services;
  - g. attending court hearings;
  - h. attending counselling; and
  - i. attending appointments with medical, financial or legal professionals.
326. This entitlement exists in addition to an Employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
327. Given the emergency context in which leave may need to be accessed, Employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
328. These provisions do not reduce an Employee's entitlement to Family and Domestic Violence leave under the NES.
329. Paid Miscellaneous Leave available under this clause is paid for Ongoing Employees and Non-ongoing Employees at their full rate as if they were at work.
330. Paid leave for Casual Employees under this clause is paid at their full pay rate for the hours they were rostered or could have been expected to have been rostered to work in the period they took leave.
331. Evidence may be requested to support the Agency in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the Employee and a statutory declaration is the only form of evidence the Agency will require, unless the Employee chooses to provide another form of evidence.
332. An Employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
333. The Agency will take all reasonable measures to treat information relating to Family and Domestic Violence confidentially. The Agency will adopt a 'needs to know' approach regarding communication of an Employee's experience of Family and Domestic Violence, subject to steps the Agency may need to take to ensure the safety of the Employee, other Employees or persons, or mandatory reporting requirements.
334. Where an Agency needs to disclose confidential information for purposes identified in clause 333, where it is possible the Agency will seek the Employee's consent and take practical steps to minimise any associated safety risks for the Employee and/or privacy breaches.
335. The Agency will not store or include information on the Employee's payslip in relation to the Employee's experience of Family and Domestic Violence; any leave accessed for the purposes of Family and Domestic Violence; or support(s) provided by the Agency, unless otherwise required by legislation.
336. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.

337. The Agency will acknowledge and take into account an Employee's experience of Family and Domestic Violence if an Employee's attendance or performance at work is affected.
338. Further information about leave and other support available to Employees affected by Family and Domestic Violence may be found in Agency policy.

### **Integrity in the APS**

339. The Agency understands that procedural fairness is essential in building and maintaining trust with APS Employees, and that it requires fair and impartial processes for Employees affected by APS-wide or Agency decisions.
340. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
341. Employees may, during their Ordinary Hours, take time to:
- a. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the Agency; and
  - b. attend Agency mandated training about integrity.

### **First Nations cultural competency training**

342. The CEO will take reasonable steps to ensure all substantive, Ongoing Employees at the EL2 level employed at the commencement of this Agreement or any new substantive, Ongoing Employees who commence within the first 6 months of this Agreement at the EL2 level will complete relevant First Nations cultural competency training within 12 months of the commencement of the Agreement.
343. Any new substantive, Ongoing Employee who commences after 6 months of the commencement of this Agreement at the EL2 level will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

### **Lactation and breastfeeding support**

344. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
345. The Agency will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 346. In considering whether a space is appropriate, an Agency should consider whether:
- a. there is access to refrigeration;
  - b. the space is lockable; and

- c. there are facilities needed for expressing such as appropriate seating.
- 346. Where it is not practicable for an Agency site to have a designated space, a flexible approach will be taken so that the Employee can access the support required.
- 347. The Agency will facilitate discussion between individual Employees and their Managers about accommodating the Employee's lactation needs and practical arrangements to meet these needs.
- 348. The Manager and Employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an Employee will be accommodated, noting these needs may be changed over time.
- 349. Further information is available in the Breastfeeding in the Workplace Guidelines.

### **Disaster support**

- 350. Where an official disaster or emergency is declared and this prevents an Employee from reasonably attending work, or where it impacts their household or home, the CEO will consider flexible working arrangements to assist the Employee to perform their work.
- 351. Where flexible working arrangements are not appropriate, the CEO may grant paid Miscellaneous Leave to an Employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
- 352. In considering what period of leave is appropriate, the CEO will take into account the safety of the Employee, their Family and advice from local, State and Commonwealth authorities.

## **Section 8: Performance and development**

### **Performance management**

- 353. All Employees are required to participate in the Performance and Development Scheme.
- 354. For more information about the Performance and Development Scheme, refer to Agency Policy.

### **Workloads**

- 355. The Agency recognises the importance of Employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some Employees, this should be regarded as the exception rather than the rule.
- 356. When determining workloads for an Employee or group of Employees, the Agency will consider the need for Employees to strike a balance between their work and personal life.
- 357. Where an Employee or group of Employees raise that they have experienced significant workload pressures over a prolonged period of time, the Agency and Employee/s together must review the Employees' workloads and priorities, and determine appropriate strategies to manage the impact on the Employee or group of Employees.

### **Study assistance**

- 358. The Agency may fund formal study in a field which supports the Agency's strategic goals or which meets the Employee's career development needs. The approval of funding is at the discretion of the CEO.
- 359. Employees undertaking an approved course of study may also be granted Study Leave. Study Leave may be granted by the CEO for:
  - a. study funded by the Agency, or
  - b. study funded by the Employee provided that the study is in a field which supports the Agency's strategic goals or which meets the Employee's career development needs.
- 360. For more about study assistance, refer to Agency Policy.

### **Learning and development**

- 361. The Agency may fund professional development that relates to an essential qualification that an Employee requires to perform their duties or which meet the Employee's career development needs as documented in the Employee's performance agreement. The approval of funding is at the discretion of the CEO.

## Section 9: Travel and location-based conditions

### Travel

362. An Employee must have prior approval from the CEO to undertake travel for official business and to commit expenditure in relation to that travel.
363. For more information, refer to Agency Policy.

### Recognition of travel time

364. An Employee travelling for official business is entitled to have travel time recognised as Ordinary Hours.
365. The CEO may approve the adjustment of the Bandwidth to another 12 hour period for the purposes of recognising travel time as Ordinary Hours (e.g. 5:00 am – 5:00 pm). For the purposes of clause 364, Bandwidth has the meaning in the Definitions section of this Agreement or another Bandwidth approved by the CEO under this clause.
366. For Employees at or below the APS 6 classification, travel for official business undertaken during the Bandwidth may be recorded as Flex Time, subject to any directions from the CEO as to how travel time is recorded.
367. Travel time will not be paid as overtime.

### Part day travel allowance

368. Where an Employee is required to travel for official business for a period of 10 hours or more but no overnight stay, the Employee will be entitled to a part day travel allowance of \$52.48.

### Travel expenditure

369. An Employee who undertakes travel for official business and is required to be away from home overnight will have travel expenses met, and travel allowances paid, up to the indicative daily cap set out in Agency Policy.
370. The CEO may approve the payment or reimbursement for expenditure incurred in excess of the indicative daily cap.

### Non-commercial accommodation allowance

371. Where an Employee is required to be away from home overnight and chooses to stay in non-commercial accommodation, the Employee may access a non-commercial accommodation allowance of up to \$71.50 per night. No other amount for accommodation will be paid or reimbursed by the Agency.

### Motor vehicle allowance

372. Where the CEO authorises an Employee to use a private vehicle for official business, the Employee is entitled to a motor vehicle allowance, payable in accordance with the relevant Australian Taxation Office determination.

### **Living away from home allowance**

373. Where an Employee, undertaking travel for official business, is required to reside in one locality for a period of at least 21 days, the CEO may determine an alternative living away from home allowance that is reasonable in the circumstances. Trips home will not be regarded as a break for the purposes of determining whether an Employee is residing in one locality for a period of at least 21 days.

### **Relocation assistance**

374. Where an APS Employee is required to relocate at the request of the Agency, the Employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.

375. Where an Employee is required to relocate on engagement with the Agency, the Employee will be provided with financial relocation assistance.

376. Reasonable expenses associated with the relocation include:

- a. the cost of transport of the Employee and their Dependants and Partner by the most economical means;
- b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the Employee and their Dependants and Partner;
- c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
- d. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

377. Additional relocation assistance may be considered by CEO at their discretion.

# Section 10: Consultation, representation and dispute resolution

## Consultation

### Principles

378. Genuine and effective consultation with Employees and the relevant union(s), taking into account the diverse needs of Employees, fosters a positive and inclusive workplace, enabling the views of Employees to be considered.
379. The Agency recognises:
- a. the importance of inclusive and respectful consultative arrangements;
  - b. Employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - c. the nature and extent of consultation will vary depending on the proposed change and the likely impact on Employees. Consultation on Agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - d. consultation with Employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - e. the benefits of Employee and union involvement and the right of Employees to be represented by their union.
380. Genuine and effective consultation involves:
- a. providing Employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - b. providing all relevant information to Employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - c. considering feedback from Employees and the relevant union(s) in the decision-making process; and
  - d. advising Employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

### When consultation is required

381. 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 relevant to workplace matters (unless the changes are minor or procedural);

- c. major change that is likely to have a significant effect on Employees;
- d. implementation of decisions that significantly affect Employees;
- e. changes to Employees' regular roster or Ordinary Hours of work (subject to any other relevant provisions in this Agreement); and
- f. other workplace matters that are likely to significantly or materially impact Employees.

382. The Agency, Employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the Agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

**Provisions for consultation on major change and introduction of a change to regular roster or Ordinary Hours of work of Employees**

383. Clauses 384 to 399 applies if the Agency:

- a. proposes 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.

**Representation**

384. Employees may appoint a representative for the purposes of the procedures in clauses 386 to 399. A representative for the purpose of clause 385 may be a union representative.

385. The Agency must recognise the representative 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.

**Major change**

386. In this section, a major change is **likely to have a significant effect on Employees** if it results in, for example:

- a. the termination of the employment of Employees; or
- b. major change to the composition, operation or size of the employer'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.
387. The following additional consultation requirements in clauses 388 to 394 apply to a proposal to introduce a major change referred to in clause 381.c.
388. Consultation with Employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 382.
389. Where practicable, an Agency change Manager or a primary point of contact will be appointed and their details provided to Employees and the relevant union(s) and/or their recognised representatives.
390. The Agency must notify Employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
391. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause, the Agency must:
- a. discuss with Affected Employees and relevant union(s) and/or other recognised representatives:
    - i. the proposed change;
      - 1. the effect the proposed change is likely to have on the Employees; and
      - 2. proposed measures to avert or mitigate the adverse effect of the proposed change on the Employees; and
    - ii. for the purposes of the discussion – provide, in writing, to Employees and the relevant union(s) and/or other recognised representatives:
      - 1. all relevant information about the proposed change, including the nature of the change proposed; and
      - 2. information about the expected effects of the proposed change on the Employees; and
      - 3. any other matters likely to affect the Employees.
392. The Agency must give prompt and genuine consideration to matters raised about the major change by Employees and the relevant union(s) and/or other recognised representatives.
393. However, the Agency is not required to disclose confidential or commercially sensitive information to Employees and the relevant union(s) and/or other recognised representatives.
394. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Agency, the requirements set out in clauses 388 to 392 are taken not to apply.

### **Change to regular roster or Ordinary Hours of work**

395. The following additional consultation requirements in clauses 396 to 400 apply to a proposal to introduce a change referred to in clause 381.e.
396. The Agency must notify Affected Employees and the relevant union(s) and/or other recognised representatives of the proposed change.
397. As soon as practicable after proposing to introduce the change, the Agency must:
- a. discuss with Employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
  - b. for the purposes of the discussion – provide to the Employees and relevant union(s) and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the proposed change; and
    - ii. information about what the employer reasonably believes will be the effects of the proposed 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 Employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their Family or caring responsibilities).
398. However, the Agency is not required to disclose confidential or commercially sensitive information to the Affected Employees and the relevant union(s) and/or other recognised representatives.
399. The Agency must give prompt and genuine consideration to matters raised about the proposed change by the Employees and the relevant union(s) and/or other recognised representatives.

### **Interaction with emergency management activities**

400. Nothing in this clauses 378 to 399 restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

### **Agency consultative committee**

401. The Agency will maintain an Agency consultative committee, the Employee Consultative Forum (ECF), to discuss relevant workplace matters. The ECF will incorporate the Agency's Health and Safety Committee.
402. The ECF will operate subject to an agreed terms of reference and structure for the term of the Agreement. Representation on the committee will be in accordance with the terms of reference. The terms of reference are contained in Consultation Guidelines.

403. The Agency will consult with, and take into account the views of, the ECF about the implementation and operation of the Agreement. The Agency will allow a reasonable period for the ECF to consider issues.
404. The Agency may also undertake consultation with Employees outside of the ECF.
405. Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time. The Agency will consult with Employees for up to 14 days before the implementation of any new policy, procedure or guideline, or the variation to existing policies, procedures or guidelines.

## **APS consultative committee**

406. The CEO will support the operation of the APS Consultative Committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS Consultative Committee, subject to legislative requirements.

## **Dispute resolution**

407. If a dispute relates to:
  - a. a matter arising under the Agreement; or
  - b. the NES;this term sets out procedures to settle the dispute.
408. An Employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.
409. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
410. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the Employee or Employees and relevant Managers. Parties to the dispute will notify higher level Managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
411. If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 410 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
412. The Fair Work Commission may deal with the dispute in 2 stages:
  - a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - i. arbitrate the dispute; and

- ii. make a determination that is binding on the parties.

*Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

413. While the parties are attempting to resolve the dispute using the procedures in this term:

- a. an Employee must continue to perform their work as they would normally in accordance with established custom and practice at the Agency that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- b. subject to clause 413.a, an Employee must comply with a direction given by the Agency to perform other available work at the same workplace, or at another workplace, unless:
  - i. the work is not safe; or
  - ii. applicable work health and safety legislation would not permit the work to be performed; or
  - iii. the work is not appropriate for the Employee to perform; or
  - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

415. Any disputes arising under the Safe Work Australia Enterprise Agreement 2019-2022 as maintained by Safe Work Australia Non-SES Employees Determination 2023/03 or the NES that were formally notified under Part I of that agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

#### **Leave of absence to attend proceedings**

416. Where the provisions of clauses 407 to 411 have been complied with, and to assist in the resolution of the matter, the Employee, and/or the union delegate or other Employee Representative referred to in clause 408, or Employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 411.

#### **Delegates' rights**

417. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting Employee access to union officials, and providing Employee views to the Agency.

418. The role of union delegates is to be respected and supported.

419. The Agency and union delegates will work together respectfully and collaboratively.

## **Supporting the role of union delegates**

420. The Agency respects the role of union delegates to:
- a. provide information, consult with and seek feedback from Employees in the workplace on workplace matters;
  - b. consult with other delegates and union officials, and get advice and assistance from union officials;
  - c. represent the interests of members to the employer and industrial tribunals; and
  - d. represent members at relevant union forums, consultative committees or bargaining.
421. The Agency and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an Employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
422. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
423. To support the role of union delegates, the Agency will, subject to legislative and operational requirements, including privacy and security requirements:
- a. provide union delegates with reasonable access to Agency facilities and resources, including for paid or unpaid meetings between Employees and their unions and to communicate with union officials;
  - b. advise union delegates and other union officials of the Agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - c. allow reasonable official union communication appropriate to the Agency from union delegates with Employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for Employees to access union information. Any assistance in facilitating email communications does not include an Agency vetoing reasonable communications;
  - d. provide access to new Employees as part of induction; and
  - e. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
424. Where APS Employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or Agency before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

# Section 11: Separation and retention

## Resignation

425. An Employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
426. At the instigation of the CEO, the resignation may take effect at an earlier date within the notice period. In such cases, the Employee will be paid compensation in lieu of the notice period which is not worked.
427. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

## Payment on death of an Employee

428. When an Employee dies or is presumed to have died subject to any legal requirements, the CEO must authorise payments to the Dependents 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.

## Redeployment, retraining, redundancy

### Excess Employees

429. Clauses 430 to 466 apply to all Employees covered by this Agreement excluding:
  - a. an Employee who is still serving a probationary period, and
  - b. Non-ongoing Employees.

### Definition of 'excess'

430. An Employee will be considered excess where:
  - a. the Employee is part of a class of Employees that is larger in size than is necessary for the efficient and economical working of the Agency
  - b. the services of an Employee cannot be effectively used because of technological or other changes in the work methods of the Agency, or structural or other changes in the nature, extent or organisation of the functions of the Agency, or
  - c. the duties usually performed by the Employee are to be performed in a different locality, the Employee is not willing to perform the duties at the other locality and the CEO has determined that these provisions will apply to that Employee.

## **Voluntary redundancy**

431. Where the CEO identifies that an Employee is potentially excess, the CEO will:
- a. advise, in writing, the affected Employee of the situation, including the reasons for the situation, and
  - b. hold discussions with the Employee and their representative (if the Employee chooses), about the voluntary redundancy and reassignment process, and invite the Employee to express an interest in a voluntary redundancy.
432. Where the Employee expresses an interest in a voluntary redundancy, the Employee will be provided with voluntary redundancy information that includes:
- a. when the CEO proposes to terminate the Employee's employment, under section 29 of the PS Act
  - b. amounts payable as severance pay, pay in lieu of notice and accrued Annual Leave and Long Service Leave credits
  - c. information about superannuation (including amounts of accumulated superannuation contributions where available)
  - d. the taxation rules applicable to the various payments, and
  - e. the availability of financial assistance, on a reimbursement basis, towards obtaining independent financial advice up to the value of \$1,200.
433. The voluntary redundancy information is provided for guidance purposes only, and is not an offer capable of forming a binding contract.
434. Only one invitation to express interest in a voluntary redundancy will be provided to an Employee in a potentially excess situation.

## **Consideration Period**

435. The Employee will have two months to consider the voluntary redundancy from the date the CEO provides the Employee with the voluntary redundancy information. This period is known as the consideration period.
436. The Employee must advise the CEO, in writing, by the end of the consideration period whether they wish to be considered for voluntary redundancy or if they wish to be considered for reassignment of duties.
437. The Employee may agree in writing to reduce the consideration period by agreeing to an earlier termination of employment date. Where this occurs, the Employee will receive a payment for the remainder of the consideration period. The payment is in lieu of any remainder of the consideration period and will also include an amount equivalent to the Annual Leave and Long Service Leave entitlements that would have been accrued by the Employee had they been employed throughout the entire consideration period.
438. If the Employee neither accepts the voluntary redundancy, nor expresses a preference for reassignment of duties by the end of the consideration period, it will be taken that the Employee's preference is to be considered for reassignment of duties and their retention period will commence in accordance with clause 452.

### **Career Transition Assistance**

439. Within one month of being offered a voluntary redundancy, the Employee will be offered Career Transition Assistance which will include:
- a. advice on the re-assignment and redundancy process
  - b. a point of contact for individual queries
  - c. assistance with identifying re-assignment opportunities, and
  - d. training/redeployment assistance.

### **Notice of termination of employment**

440. Where an Employee advises that they wish to be considered for a voluntary redundancy, the CEO may determine that the Employee is excess and terminate the Employee's employment under section 29 of the PS Act. Termination of employment will not take effect before the end of the consideration period without the written Agreement of the Employee.
441. The notice of termination period will be four weeks, or five weeks for an Employee over 45 years of age with at least five years of continuous APS service at the time of the voluntary redundancy. Where an Employee agrees to an earlier termination of employment date before the end of the consideration period, the Employee will be entitled to receive payment in lieu of the entire notice of termination period. Where an Employee agrees to an earlier termination after the end of the consideration period, the Employee will be entitled to receive payment for any unserved portion of the notice of termination period.

### **Severance pay**

442. An Employee who accepts a voluntary redundancy and whose employment is terminated under section 29 of the PS Act on the grounds that they are excess to the requirement of the Agency, will be entitled to the following severance pay, subject to any minimum amount the Employee is entitled to under the NES:
- a. two weeks' salary for each completed continuous year of service, and
  - b. a pro-rata payment for completed continuous months of service since the last completed year of service.
443. Clause 442 is subject to the condition that the minimum amount of severance pay must be an amount equal to four weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.
444. Severance pay is calculated on a pro-rata basis for any period of service when the Employee worked part-time, subject to any minimum amount the Employee is entitled to under the NES.

### **Service for severance pay purposes**

445. Service for severance pay purposes means:
- a. service in the Agency,
  - b. Government Service as defined in section 10 of the Long Service Leave Act,



- c. service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for Long Service Leave purposes,
  - d. service with the Australian Defence Force,
  - e. APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes, and
  - f. service in another organisation where an Employee was transferred from that organisation with a transfer of function; or an Employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for Long Service Leave purposes.
446. For earlier periods of service to count, there must be no breaks between the periods of service, except where:
- a. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the Employee before ceasing employment with the preceding employer, or
  - b. the earlier period of service was with the APS and ceased because the Employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

**Service not to count for severance pay purposes**

447. Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:
- a. termination under section 29 of the Public Service Act,
  - b. prior to the commencement of the Public Service Act, by way of redundancy, forfeiture of office, retirement on the grounds of invalidity, inefficiency or loss of qualifications or dismissal or termination of probationary appointment for reasons of unsatisfactory service,
  - c. voluntary retirement at or above the minimum retiring age applicable to the Employee, or
  - d. payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.
448. Absences from duty which do not count as service for Long Service Leave purposes will also not count for severance pay purposes.

**Salary for redundancy calculations**

449. For an excess Employee, 'salary' includes:
- a. the Employee's substantive salary on the date of termination of their employment

- b. Higher duties allowance where the Employee has received higher duties allowance for a continuous period of at least 12 months immediately preceding the date on which the Employee is offered a voluntary redundancy, and
- c. allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

#### **Transfer with another Employee (job swap)**

450. Where an Employee does not wish to be considered for a voluntary redundancy, the Employee may agree to transfer with another Employee from the Agency or with an Employee from another Agency. The other Employee must not already be excess, but wishes to be excess. Transfers with another Employee are subject to the approval of the CEO and are considered on a case-by-case basis.
451. The transfer with another Employee must be completed and in effect prior to end of the consideration period.

#### **Retention Period**

452. Where an Employee does not wish to be considered for a voluntary redundancy, and the CEO determines that the Employee is excess, the Employee will commence their retention period on the day after the expiry of the consideration period.
453. The intention of the retention period is to enable an Employee who is excess to be reassigned in the APS or to find other suitable employment. Consistent with this intention, during the retention period:
- a. the Agency will continue to provide reasonable career transition assistance and take reasonable steps to move the Employee to a suitable vacancy in the Agency or to another Agency or to pursue placements outside the APS, and
  - b. the Employee will take reasonable steps to secure permanent re-assignment or placement.
454. The retention period is:
- a. 13 months where an Employee has 20 or more years of continuous, current service with the APS or is over 45 years of age, or
  - b. seven months for all other Employees.
455. However, the retention period applying under clause 454 is reduced by an amount equivalent to an Employee's redundancy entitlement under the NES calculated as at the end of the adjusted period.
456. Where the CEO determines there is insufficient work available to an Employee during the retention period, the CEO may, with the Agreement of the Employee, terminate their employment under section 29 of the PS Act. The Employee will be paid the balance of the retention period as a lump sum.

### **Reassignment of duties and reduction in classification**

457. The following will apply during the retention period:

- a. the Employee will have access to up to \$1,200 for payment for outplacement services or training opportunities that would be expected to enhance their employment prospects. The CEO may also approve additional outplacement assistance (up to the value of \$3,000) during the retention period for Employees over 45 years of age and Employees in regional remote areas
- b. the Employee will be considered for advertised vacancies to which the Employee seeks a transfer first and in isolation from, and not in competition with, other applicants who are not excess, but only at or below the Employee's classification. In placing the Employee, consideration will be given to the Employee's current skills and experience or the Employee's ability to acquire the relevant skills for the advertised vacancy in a short period of time
- c. Suitable trial placements in another organisation including private sector organisations, may be funded for up to three months where there is an identifiable opportunity for permanent placement and no transfer arrangement with another Employee is involved. An Employee may undertake more than one trial placement, and
- d. reasonable assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment, on request.

458. If a suitable vacancy does not exist at the same classification in the Agency, or where the CEO proposes to reduce the Employee's classification as a means of securing alternative employment, the Employee will be given four weeks' notice before the reduction in classification occurs.

459. If a reduction in classification occurs after the consideration period and before the end of the retention period, the Employee will receive payments to maintain the Employee's salary for the balance of the retention period, after which the Employee's salary will be paid at the highest pay point at the reduced classification.

### **Extension of the retention period**

460. The retention period will only be extended by certified leave for personal illness or injury, mandatory Maternity Leave or where the CEO is satisfied that an Employee is substantially incapacitated and unfit for work. The retention period will not be extended for any other absences except where the CEO is satisfied that special circumstances exist.

461. In any circumstances, the retention period will not be extended beyond an additional eight weeks.

### **Involuntary Redundancy**

462. If an Employee is unsuccessful in obtaining permanent reassignment of duties at the end of the retention period, their employment will be terminated under section 29 of the PS Act on the ground of excess to the requirements of the Agency.

463. Where an Employee's employment is to be terminated, the Employee will be given four weeks' notice of termination of employment, or five weeks for an Employee over 45 years of

age with at least five years of continuous APS service. The notice of termination of employment period will be served, as far as reasonably practicable, concurrently with the retention period.

464. In deciding whether to terminate the employment of an Employee, the CEO will take account of any reassignment process that may be in progress.
465. An Employee may consent to involuntary termination during the retention period. Severance pay is not available to Employees who resign or consent to involuntary redundancy during the retention period.
466. Where an Employee elects to have their employment terminated before the expiration of the notice of termination period, payment in lieu for any unserved portion of the notice of termination period will be made to the Employee.

# Attachment A – Base salaries

Table 1 – General Broadband salary rates

Broadband	Classification	Pay point	From the later of commencement of the Agreement or 14 March 2024	Rate from 13 March 2025	Rate from 12 March 2026	
	Executive Level 2	4	\$171,207	\$177,713	\$183,755	
		3	\$160,246	\$166,335	\$171,990	
		2	\$151,144	\$156,887	\$162,221	
		1	\$142,828	\$148,255	\$153,296	
<b>Hard barrier</b>						
	Public affairs officer (Executive Level 1)	1	\$138,109	\$143,357	\$148,231	
<b>Hard barrier</b>						
	Executive Level 1	4	\$134,778	\$139,900	\$144,657	
		3	\$127,187	\$132,020	\$136,509	
		2	\$124,081	\$128,796	\$133,175	
		1	\$121,205	\$125,811	\$130,089	
<b>Hard barrier</b>						
General Broadband 2	APS6	3	\$108,635	\$112,763	\$116,597	
		2	\$101,728	\$105,594	\$109,184	
		1	\$98,606	\$102,353	\$105,833	
	<b>Soft barrier</b>					
	APS5	3	\$93,695	\$97,255	\$100,562	
		2	\$89,496	\$92,897	\$96,055	
		1	\$87,781	\$91,117	\$94,215	
	<b>Soft barrier</b>					
	APS4	3	\$85,514	\$88,764	\$91,782	
		2	\$81,581	\$84,681	\$87,560	
		1	\$79,478	\$82,498	\$85,303	

<b>Hard barrier</b>					
<b>General Broadband 1</b>	<b>APS3</b>	2	\$76,098	\$78,990	\$81,676
		1	\$73,067	\$75,844	\$78,423
	<b>Soft barrier</b>				
	<b>APS2</b>	3	\$69,766	\$72,417	\$74,879
		2	\$68,451	\$71,052	\$73,468
		1	\$65,435	\$67,922	\$70,231
	<b>Soft barrier</b>				
	<b>APS1</b>	2	\$60,916	\$63,231	\$65,381
		1	\$55,711	\$57,828	\$59,794

**Table 2: Government Lawyer salary rates**

Broadband	Classification	Pay point	From the later of commencement of the Agreement or 14 March 2024	Rate from 13 March 2025	Rate from 12 March 2026	
	Principal Government Lawyer - Executive Level 2	2	\$175,699	\$182,376	\$188,577	
		1	\$162,890	\$169,080	\$174,829	
<b>Hard barrier</b>						
Government Lawyer Broadband	Senior Government Lawyer - Executive Level 1	3	\$149,503	\$155,184	\$160,460	
		2	\$127,352	\$132,191	\$136,685	
		1	\$121,328	\$125,938	\$130,220	
	Soft barrier					
	APS6	3	\$108,765	\$112,898	\$116,737	
		2	\$101,880	\$105,751	\$109,347	
		1	\$98,661	\$102,410	\$105,892	
	Soft barrier					
	APS5	3	\$89,650	\$93,057	\$96,221	
	Soft barrier					
	APS4	2	\$82,189	\$85,312	\$88,213	
	Soft barrier					
	APS3	1	\$76,117	\$79,009	\$81,695	

**Table 3: Training salary rates**

Broadband	Classification	Pay point	From the later of commencement of the Agreement or 14 March 2024	Rate from 13 March 2025	Rate from 12 March 2026	
Training Broadband	APS4	3	\$85,514	\$88,764	\$91,782	
		2	\$81,581	\$84,681	\$87,560	
		1	\$79,478	\$82,498	\$85,303	
	Soft barrier					
	APS3	2	\$76,098	\$78,990	\$81,676	
		1	\$73,067	\$75,844	\$78,423	
	Soft barrier					
	APS2	3	\$69,766	\$72,417	\$74,879	
		2	\$68,451	\$71,052	\$73,468	
		1	\$65,435	\$67,922	\$70,231	
	Soft barrier					
	APS1	2	\$60,916	\$63,231	\$65,381	
		1	\$55,711	\$57,828	\$59,794	